

**Pierce County Board of Commissioners  
Regular Meeting Minutes  
Tuesday, April 14, 2020 6:00PM**

**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**

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

- 1. Call to Order – Chairman Bennett called the meeting to order at 6:05pm**
- 2. Invocation and Pledge of Allegiance – Commissioner Lowman gave an invocation and led the pledge of allegiance.**
- 3. Approval of the Agenda**

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

- 4. Approval of Minutes - Approved**
  - a. Regular Meeting Minutes, March 3, 2020**
  - b. Called Meeting Minutes, March 31, 2020**

Commissioner Randy Dixon made a motion to approve the minutes of the regular meeting March 3, 2020 and the called meeting March 31, 2020. Commissioner David Lowman seconded the motion. All voted aye and the motion was approved.

- 5. County Manager Report and February 2020 Financials.- County Manager Jason Rubenbauer presented the following information to the Board.**

**County Manager Report**

April 14, 2020

- Financial Report as of 02/29/2020
  - a. Revenues:
    - i. Collected 54.15% of the projected budgeted revenues
    - ii. Closely monitoring the impacts that the COVID-19 pandemic will have on our revenue collections for the remainder of the year:
      1. LOST collections make up about 13% of our budget
        - a. Through February we collected 17.26% (\$207,172.22) of the projected \$1.2 million in LOST, but that will be heavily impacted due to the numerous businesses that provide services that generate sales tax dollars
        - b. Impacts could be as much as a 35-40% reduction in our anticipated LOST, SPLOST, and TSPLOST revenues depending on how long it takes for our local economy to begin recovery once we receive the all clear to restart many of these businesses
      2. Fines & forfeitures make up 2% of the budget
        - a. Through February we have collected 15.63% (\$28,221.86)

- b. Will be drastically impacted until court can resume and then, due to the need of rescheduling cases that have been missed, will result in a probable backlog of cases
    - b. Expenditures
      - i. As of the end of February, total expenditures are at 13.56% compared to the 16.67% budgetary mark
      - ii. March and April are seeing many equipment issues in both the Road Department and Fire Department (fire engines, dump trucks, excavator, etc.) resulting in several unanticipated repair bills.
      - iii. I am working with both departments and accounts payable to determine what the expenses per unit have been over the last three years and prioritizing a capital replacement plan based on the figures obtained.
- County Manager Report
  - a. COVID-19
    - i. Continuing to closely monitor the cases locally, regionally, and statewide
    - ii. Hoping that we will see a flattening of the curve very soon
    - iii. In order for this to happen:
      - 1. Everyone must be responsible and remain sheltered-in-place
        - a. No visiting others outside of your home
        - b. If you must go out due to work, medical, or basic food needs:
          - i. Stay at least 6 feet away from others who do not live with you
          - ii. Wash your hands thoroughly for at least 20 seconds with soap and water often, especially after touching anything that others have had contact with (doors, gas pumps, etc.)
          - iii. Wear a face covering when out in the general public, especially if you have compromised health issues and going to grocery stores, pharmacies, etc.
          - iv. Most importantly, if you do not feel well, (**STAY HOME AND CALL YOUR HEALTHCARE PROFESSIONAL FOR GUIDANCE**)
          - v. For the latest information visit [coronavirus.gov](https://coronavirus.gov)
  - b. 2020 Census
    - i. Pierce County has a response rate of 46.2% of households that have completed the Census as of April 11, 2020
    - ii. Currently ranked 33<sup>rd</sup> in the State
    - iii. Current Response Rates
      - 1. National 47.9%
      - 2. Georgia 45.3%
    - iv. Strongly encourage all Pierce County households to go to [2020Census.gov](https://2020Census.gov) and complete the census for every person living in their homes now.
    - v. An accurate Census is critical because of the funding we received for our public safety, schools, roads, health services, and so much more
    - vi. The census responses are not shared and citizenship is not questioned at all
    - vii. 2010 Pierce County Response Rate was 65.7%
  - c. Elections
    - i. Georgia's primary election has been moved to June 9<sup>th</sup>

Early voting is currently scheduled to resume May 18, 2020.

Pierce County Board of Commissioners  
Summary Financial Report  
February 29, 2020

2/29/2020  
General Fund-Cash & Investment: \$ 7,145,542

	Original	Amended	YTD 2020		YTD 2019
General Fund - Revenues (YTD Totals)	Budget	Budget	Actual	%	Actual
Taxes	\$ 8,365,000	\$ 8,365,000	\$ 4,962,160	59.3%	\$ 4,469,960
Licenses/Fees/Permits	\$ 140,500	\$ 140,500	\$ 22,639	16.1%	\$ 23,931
Charges for Services	\$ 521,850	\$ 521,850	\$ 90,711	17.4%	\$ 266,210
Fines/Forfeitures	\$ 180,600	\$ 180,600	\$ 28,222	15.6%	\$ 26,097
Intergovernmental	\$ 110,000	\$ 110,000	\$ 31,184	28.3%	\$ 24,004
Other	\$ 169,500	\$ 169,500	\$ 2,224	1.3%	\$ 26,308
Total Revenues	\$ 9,487,450	\$ 9,487,450	\$ 5,137,139	54.1%	\$ 4,836,510

Expenditures Analysis by Function (YTD Totals)	Original	Amended	YTD 2020		YTD 2019
Function	Budget	Budget	Actual	%	Actual
General Admin	\$ 2,099,265	\$ 2,099,265	\$ 213,458	10.2%	\$ 243,758
Judiciary	\$ 1,113,637	\$ 1,113,637	\$ 175,915	15.8%	\$ 189,689
Public Safety	\$ 3,908,895	\$ 3,908,895	\$ 609,157	15.6%	\$ 650,299
Public Works	\$ 1,169,503	\$ 1,169,503	\$ 141,129	12.1%	\$ 184,502
Health & Welfare	\$ 343,115	\$ 343,115	\$ 24,531	7.1%	\$ 37,689
Community Development	\$ 456,343	\$ 456,343	\$ 79,404	17.4%	\$ 67,662
Contingency	\$ 80,000	\$ 80,000	\$ -	0.0%	\$ -
Total Expenditures	\$ 9,170,758	\$ 9,170,758	\$ 1,243,594	13.6%	\$ 1,373,601
Transfers to E911	\$ 41,692	\$ 41,692	\$ 6,949	16.7%	\$ 11,719
Transfers to Rec	\$ 275,000	\$ 275,000	\$ 45,833	16.7%	\$ 33,333
Total Expenditures/Transfers	\$ 9,487,450	\$ 9,487,450	\$ 1,296,376	13.7%	\$ 1,418,653

Payroll (Current Month)	Total Payroll	Overtime Pay	OT Hours Pd
Road	\$ 27,958	\$ 709	42.75
Sheriff Admin/Patrol/Detectives	\$ 72,162	\$ 14,195	605.75
Jail/Work Detail	\$ 45,757	\$ 11,269	634.75
EMS	\$ -	\$ -	-
E911	\$ 14,326	\$ 2,018	110.50
Other Depts	\$ 114,877	\$ 784	110.25
Totals	\$ 275,081	\$ 28,975	1,504.00

Other Items (YTD Totals)	Year 2020	Year 2019	Increase (Decrease)
Revenue-Loc Opt Sales Tax	\$ 207,172	\$ 194,436	\$ 12,736
Revenue-EMS Collections	\$ 506	\$ 86,826	\$ (86,320)
Revenue-Fines & Forfeiture	\$ 28,222	\$ 26,097	\$ 2,124
Expenditures-Total Payroll	\$ 514,938	\$ 692,944	\$ (178,007)
Expenditures-Overtime Pay	\$ 44,258	\$ 89,407	\$ (45,149)
Expenditures-Electricity	\$ 37,517	\$ 35,780	\$ 1,737
Expenditures-Fuel Costs	\$ 13,419	\$ 32,647	\$ (19,228)
Expenditures-Prisoner Housing	\$ 8,235	\$ 44,420	\$ (36,185)

6. Discussion on Parks and Recreation Spring Sports Schedule. Chairman Bennett shared that the GPRA has cancelled all spring sports. There are two options for the county. One, is to refund all registrations or two allow the registrations to be transferred to another activity later in the year. There was some brief discussion and since some people have already requested refunds, it will be easier to process all of them as refunds.

Commissioner Randy Dixon made a motion that all Spring activity registrations that were received be refunded. Commissioner Harold Rozier seconded the motion. All voted aye and motion was approved.

7. Request from Tax Commissioner to approve position of Chief Deputy Tax Commissioner. Tax Commissioner Terresa Davis requested that the Board approve the position of Chief Deputy Tax Commissioner. Nicole Scurry have been with the County over 10 years and does more than she is being paid to do. She wears three hats and should be more compensated. Mrs. Davis stated that when she was given that position, she received a \$1500 increase and she wants Nicole to receive that as well.

8. Request from Tax Commissioner to set the pay range for Chief Deputy Tax Commissioner at \$14.00 - \$16.00 per hour. Chairman Bennett let the Board know that the approval of this pay range could potentially affect 4 other employees. Commissioner Lowman stated that if the money is in the budget, he wouldn't see an issue but that this will set the precedence and he wants to follow what is set now. Commissioner Lowman asked how this could affect the budget overall. County manager Rubenbauer stated that the change will only affect Tax Commission budget about \$1500.00 and the overall effect would only be maybe \$4000.00 if the other persons were to receive increases.

Commissioner David Lowman made a motion to approve the job description and position of Chief Deputy Tax Commissioner and to set the pay range from \$14.00 - \$16.00 per hour. Commissioner Harold Rozier seconded the motion. All voted aye and motion was approved.

9. Request to approve the Memorandum of Understanding between Action Pact and Pierce County for the Senior Center operations.

MEMORANDUM OF UNDERSTANDING BETWEEN

Pierce County Board of Commissioners  
PO Box 679  
Blackshear, GA 31516

And

Action Pact, Inc.  
PO Box 1965  
Waycross, GA 31502

Action pact and the Pierce County Board of Commissioners are entering into a Memorandum of Understanding regarding the Pierce County Senior Center with the following provisions:

1. The administrative and operational management of the Pierce County Senior Citizens Center will be the responsibility of Action Pact on the effective date of this MOU. The duties and responsibilities for the management of the center will be assigned to the Pierce County Coordinator. The Pierce County Senior Center will be open Monday through Friday, 8:00 am – 5:00 pm.
2. Action Pact shall be responsible for the following:
  - a. Wages and benefits for staff
  - b. General facility and equipment maintenance
  - c. Insurance covering facility contents, workers compensation and general liability covering Action Pact staff and clients
  - d. Telephone and internet service
  - e. Training for staff
  - f. Fuel and regular maintenance for delivery vehicle
  - g. Travel reimbursement for staff
  - h. Computer equipment
  - i. Office supplies
  - j. Indirect expense for administrative support and oversight
  - k. Vehicle for meal delivery and insurance for vehicle
3. Pierce County Board of Commissioners shall be responsible for the following:
  - a. Facility and all major repairs and maintenance
  - b. Utilities (excluding phone and internet)
  - c. Insurance covering facility (except contents)
4. Pierce County Board of Commissioners shall remit to Action Pact the amount of \$ 4013.64 each month for the operation and management of the Senior Center. This amount equals the prorated portion of the annual cost of \$ 48,163.68.
5. The effective dates for the MOU are July 1, 2020 through June 30, 2021.
6. Either party may terminate this agreement in whole or in part, when it is in the best interest of the requesting party, by providing a minimum of 30 days written notice. Pierce County will be liable only for payment in accordance with the payment provisions of this agreement for services rendered before the effective date of termination.

  
Bryan Singleton, Executive Director  
Action Pact, Inc.

3/17/2020  
Date

  
Neal Bennett, Chairman  
Pierce County Board of Commissioners

4-14-2020  
Date

Commissioner David Lowman made a motion to approve the MOU with Action Pact for the operation of the Senior Center for July 1, 2020 to June 30, 2021. Commissioner Randy Dixon seconded the motion. All voted aye and motion was approved.

10. Request to approve Agreement with SGRC for professional planning services on the Hazardous Mitigation Plan. Chairman Bennett shared the agreement and let the Commission know that this is an \$18,000.00 expense that happens every 5 years.

Pierce County Hazard Mitigation Contract

STATE OF GEORGIA  
PIERCE COUNTY

**AGREEMENT FOR PROFESSIONAL PLANNING SERVICES  
TO PREPARE HAZARD MITIGATION PLAN**

This contract, made and entered into this 14 day of April, 2020, by and between the **PIERCE COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the “**County**,” and the **SOUTHERN GEORGIA REGIONAL COMMISSION**, hereinafter referred to as the “**SGRC**”,

**WITNESSETH THAT:**

**WHEREAS**, the County has determined a need for assistance in preparing the update to their Multi-Jurisdictional Hazard Mitigation Plan (hereinafter referred to as “the Plan”); and

**WHEREAS**, the County desires that the SGRC provide professional services with respect to the preparation, review, and revision of the plan; and

**WHEREAS**, the SGRC is staffed with professional planners with the expertise and experience to prepare, review, and revise the plan during the specified period established by the County;

**THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, the parties do hereby contract and agree as follows:

- 1. PERFORMANCE OF SERVICES:** The County hereby agrees to engage the SGRC and the SGRC hereby agrees to perform the services stipulated in this agreement in accordance with the terms and conditions contained herein.
- a) The contract shall commence upon execution by all parties and terminates on **December 11, 2023**, unless extended by mutual agreement of the SGRC and the County.
  - b) The County hereby agrees that its officials and employees shall cooperate with the SGRC in the discharge of the SGRC’s responsibilities under this contract and shall be available for consultation at such times as may be mutually agreeable to all parties. The County shall be responsible for ensuring that all data, reports, plans, ordinances, records, maps, and other information requested shall be made available to the SGRC as outlined in the scope of work.
  - c) The County recognizes that the SGRC’s performance is directly dependent on cooperation of the County officials and timeliness in submitting materials specified in the contract. The materials provided to the SGRC shall be complete, accurate, and in the format requested. Should information not be provided to the SGRC in a timely manner, the project completion date may be extended, which in turn, may increase the project cost.
  - d) The SGRC shall consider the receipt of this contract, signed and executed, as the official notice to proceed.

**2. SCOPE OF WORK:** The SGRC shall provide the County with a final draft plan that meets both GEMA and FEMA approval guidelines. The Plan shall contain each of the following elements at a minimum:

- a) Executive Summary
- b) Description of the Planning Process and Participants
  - Identify any jurisdictions that participated in the planning for the previous plan but did not participate in the update.
  - Describe the process used to review and analyze each section of the plan, as well as the process used to determine if a section warranted an update.
- c) Goals and Objectives Setting
  - This update is an opportunity for jurisdictions to reconsider the goals and objectives. For goals and actions that remain, the plan must document that they were re-evaluated and deemed valid and effective.
  - Goals and objectives shall include the community's strategy for new or continued NFIP participation.
  - Continue to use the "STAPLEE Criteria" (Social, Technical, Administrative, Political, Legal, Economic, and Environmental), or incorporate the STAPLEE Criteria if not previously used to assess the value of and develop an understanding of the cost effectiveness of mitigation action steps.
  - Update Action Items. If actions remain unchanged, the updated plan must indicate why changes are not necessary.
- d) Hazard and Risk Assessment
  - Address any newly identified hazards that pose a more significant threat than was apparent when the previously approved plan was prepared.
  - Discuss new occurrences of hazard events and update the probability of future occurrences.
  - Incorporate new information where data deficiencies were identified in the previous plan, or if the data deficiencies remain unresolved, explain why they remain unresolved and include a schedule to resolve the issue.
  - Include current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas, including existing NFIP repetitive loss structures. The community will determine how far into the future they wish to go in considering proposed buildings and Critical Facilities based on and synchronized with the data gathering phase of their comprehensive plan or land use plan update.
  - The loss estimate will be updated to reflect any changes to the hazard profile and/or the inventory of structures. Any changes to analysis methodologies must be noted. Any previously noted data deficiencies should be updated or explained.
  - Include a general overview of land uses and types of development occurring within the community and indicate any new information.

- If there are changes in the risk assessment or the vulnerability of the community to the hazards, the information must be attributed to the appropriate jurisdiction(s) or to the whole planning area, whichever applies.
  - Each jurisdiction's risks must be assessed where they vary from the risks facing the entire county.
  - Continue to use all available tool sets and data as the GMIS is enhanced (for example: repetitive losses).
- e) Mitigation Strategies and Activities
- SGRC shall prepare a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.
  - The updated hazard mitigation strategy shall include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
  - The plan should describe vulnerability in terms of providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.
  - The plan shall include evaluation and prioritization of any new mitigation action steps.
- f) Draft and Final Plans
- SGRC shall prepare an action plan describing how the actions identified will be prioritized, implemented, funded, and administered by the local jurisdictions. Since this is a multi-jurisdictional plan, the SGRC shall prepare identifiable action items specific to each jurisdiction.
  - SGRC shall prepare a draft plan for review by the County, other stakeholders, and the public.
  - SGRC shall incorporate comments from the draft plan into the final plan for presentation to the County Commission and City Councils of each participating municipality.
- g) Plan Adoption
- SGRC shall continue to work with the communities through the final adoption and approval phases by local and state government, and FEMA.
  - The plan will be submitted to GEMA for review and recommendation prior to adoption.
  - Once approved by GEMA, the plan will be submitted for FEMA review and approval.
  - Upon approval from FEMA, the County and participating municipalities will adopt the plan.
- h) Plan Implementation
- SGRC shall prepare cost estimates for all recommended projects and shall identify possible funding sources to implement recommended projects.
  - SGRC shall describe other planning mechanisms or ordinances into which this plan will be incorporated.

i) Plan Maintenance

- SGRC shall include a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle, and describing how the community will involve the public during the plan maintenance process over the next five years.
- SGRC shall include an analysis of whether the previously approved plan's method and schedule for monitoring, evaluating, and updating the plan worked, and what elements or processes, if any, were changed.
- SGRC shall describe how the community was kept involved during the plan maintenance process over the previous five years, within the planning process section of the plan update.

It should be noted that all sections of the Plan as presented shall be updated and the Plan shall remain in the same format, for update, as the existing Plan. Any additions to the plan shall be approved by the Committee. No deletions in content shall be made to the Plan without approval of the Committee. All charts, graphs, maps, tables, pictures, references, and informational materials, including those in the Appendices, within the Plan, shall be updated to present-day statistics/information.

The SGRC shall facilitate at two public hearings: 1) to initiate the plan update process and 2) to present the draft plan. This Plan shall meet the criteria of FEMA's Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44CFR, Parts 201 and 206, enacted under Sec. 104 of the Disaster Mitigation Act of 2000 (DMA 2000). The County shall advertise the public hearings.

Further, the Plan shall be compliant with the County's Grant Application for funding and the Grantee/Subgrantee Agreement. The Plan must follow GEMA's template.

Finally, the Plan must be compliant with all requirements of HMGP, PDM-C, and FEMA funding sources.

In addition to the plan outlined in the Scope of Work listed above, the SGRC will also provide the County with the following:

- A non-proprietary database or databases to contain all the data collected.
- 10 hard copies of the final draft plan and all data collected.

**3. SERVICES TO BE PERFORMED BY THE COUNTY:** The County agrees to furnish and provide to the SGRC the following specific items, and any and all other items necessary for completion of the services contemplated under this agreement:

- a) The County shall provide full information, to the extent known, as to the hazard mitigation plan and provide copies of all correspondence pertaining to the project;
- b) The County shall make available to SGRC staff any documents, reports, plans, data, studies, contracts, or agreements which are related to this project;



- c) The County shall designate a person to act as its representative with respect to the work to be performed under this agreement who shall have complete authority to transmit instructions, receive information, and interpret and define the policies and decisions that relate to the services covered by this agreement;
- d) County staff shall attend and participate in all meetings, and shall provide the information necessary for the completion of a hazard mitigation plan;
- e) The County shall fully disclose to the SGRC any and all possible conflicts of interest that may occur pertaining to the completion of the agreement and project.

**4. PERSONNEL:** The SGRC agrees that it employs, or will secure by outside contract, all personnel required to perform the services under this agreement in a competent, professional, and prompt manner. All personnel employed shall remain employees of the SGRC and shall not be considered employees of the County.

**5. RETENTION AND ACCESS OF RECORDS:** The SGRC hereby agrees that it will allow access by the County and its auditors to any and all books, documents, papers, and/or records of the SGRC which are directly related to this project for the purpose of making audits, examinations, excerpts, and transcriptions for a period of three (3) years following the project closing date.

**6. COMPENSATION:** The County shall compensate the SGRC for the services performed in accordance with Section 2, Scope of Work, of this contract in the amount of **\$18,000.00**, to be billed in two equal installments. The first installment will be billed upon 50% completion of the project, and the remaining installment upon project completion and approval by FEMA.

- a) The SGRC will not invoice the County in excess of the amount set forth without first obtaining written approval of the County.
- b) The County shall compensate the SGRC for conducting the professional services as specified in Section 2, *Scope of Work*, of this contract.
- c) Payment of invoices is due within thirty (30) days of the date of each invoice. Invoices shall be submitted to the County Emergency Management Agency Director.
- d) Payments shall be made to SGRC, Attn: Kelly Schultz, Finance Director, 327 W. Savannah Avenue, Valdosta Georgia 31601.
- e) A written notice shall be submitted by the SGRC to the County immediately should any invoice submitted for payment be outstanding greater than THIRTY (30) days.

**7. SCHEDULE:** The SGRC anticipates commencing work upon receiving notice to proceed, and completing work in accordance with the timeline provided.

**8. CONTRACT TERM.** The term of this agreement is from the date of execution until **December 11, 2023**.

**9. OBJECTIVITY OF RECOMMENDATIONS:** The County understands that the SGRC shall make recommendations to the County based on its best professional judgments in the context of the stated project. Both to protect the County and to ensure that the SGRC's work shall continue to be accepted as objective and impartial, it is understood that the SGRC's fee for the work under this project is not dependent on any specific conclusions.

**10. CIVIL RIGHTS COMPLIANCE:** The SGRC shall comply with Title VI of the Civil Rights Act of 1964 (Pub.L.88-352) and the regulations issued pursuant thereto (24CFR Part I), and any and all other Federal, State, or Local regulations which may govern this Agreement or compliance therewith.

**11. NON-COMPLIANCE, MODIFICATION, OR ABROGATION:** In the event of the SGRC's and/or the County's noncompliance with the requirements of this contract, this contract may be canceled, terminated, or suspended in whole or part.

Cancellation, termination or suspension of this contract must be in writing and must state the reasons for the action.

- a) If this contract is nullified, all finished or unfinished documents prepared by the SGRC under this contract shall, at the discretion of the County, become the County's property.
- b) The SGRC shall be entitled to compensation for any work completed on said project. Furthermore, upon termination the SGRC shall be held harmless, in the event of nullification, from its said responsibilities for the completion of such project.
- c) All modifications and changes to the contract shall be in writing. All changes must be agreed to and signed by both parties. E-mail and fax communications shall be considered legal and binding correspondence. The original Scope of Work, or the Project Timeline, may be altered by either party with written concurrence by both the SGRC and the County. The County agrees that it will reimburse the SGRC for all additional costs resulting from a change which expands the original Scope of Work or timeline.

**12. OWNERSHIP OF DOCUMENTS:** All documents developed by the SGRC as a result of this contract shall become the property of the County.

**13. CONFIDENTIALITY:** Any report, information, data, etc., given to, prepared or assembled by the SGRC, under this Contract, will not be made available to any individual or organization without the prior written approval of the County.

**14. LIABILITY OF COUNTY:** The County shall be responsible and liable for, and shall hold the SGRC harmless from and against, any and all suits, legal proceedings, claims, demands, damages, costs, and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of or in connection with any negligent or wrongful error, omission, or act of the County or anyone acting in its behalf in connection with or incident to this contract, or as a result of any failure of the County to properly carry out its responsibilities under this contract.



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## CHAPTER 1 PURPOSE & INTENT, MISSION & VISION STATEMENTS, DUTIES AND AUTHORIZATION

### 1. Purpose and Intent

The purpose and intent of this manual are to establish operational policies and purchasing procedures for the Pierce County Board of Commissioners. The Finance/Purchasing Department strives to provide quality service through effective communication and a cooperative working relationship with all departments and vendors; to fulfill the needs of the County for goods and services in a professional, responsive, timely, and cost-effective manner; and in accordance with all legal requirements and ethical standards. (NIGP Section C, 13, 17b)

The Department must keep a current copy of the Purchasing Policy and any official updates and amicable memos issued by the Finance/Purchasing Department. Procedures contained herein are applicable to all County personnel involved in the requisitioning, procuring of goods and services, receiving, transferring, and replacement of supplies, materials, services, equipment, and invoice processing.

The objectives of the Finance/Purchasing Department and this Manual are:

- a. To clearly establish that the responsibility for day to day purchasing rest with each department's designated employee with the assistance of the Finance/Purchasing Department.
- b. To procure supplies, materials, equipment, contractual labor and services as requested by departments in accordance with the Purchasing Manual at the most appropriate costs and best quality with the goods and services required.
- c. To exercise positive financial accountability in the expenditure of funds.
- d. To establish and maintain an accurate inventory of all contracts, materials, equipment, buildings, and property belonging to the County.
- e. To provide an efficient means for disposal of surplus property.
- f. To establish and maintain high standards of quality based on suitability of use in all purchasing transactions.
- g. To ensure the fair and equitable treatment of all persons who deal with the purchasing system.
- h. To provide safeguards for the maintenance of a purchasing system of quality and integrity.
- i. To ensure that all parties involved in the negotiation, performance or administration of contracts act in good faith.

### 2. Mission and Vision Statements (NIGP Section A, 3)

**Mission:** The mission of the Purchasing Department is to provide for fair and equitable treatment of all persons involved in public purchasing by the County with the highest level of customer service, to strive to maximize the purchasing value of public funds in procurement, provide safeguards for maintaining a procurement system of quality and professional integrity, and to protect the public property acquired with public funds from acquisition through final disposal.

**Vision:** Knowledgeable and professional personnel working together in trust and with open, honest communication to maintain the integrity of Purchasing and to provide exemplary, effective customer service in procuring products and services at the best value.

3. Duties of the Accounts Payable Clerk

The Primary function of the Accounts Payable Clerk is to purchase and contract for the supplies, material, equipment, services and construction required by the County in a reasonable time frame that meets the operational needs and to ensure the maximum value is obtained for each dollar spent. Other duties include, but are not limited to:

- 1. Establish and enforce specifications for supplies, materials, and equipment to be procured for the County in compliance with local, state, and federal procurement requirements.
- 2. Contract for, purchase, or issue purchase authorizations for all supplies, material, equipment, contractual labor and services for the departments, offices and agencies of the County; provided that, before the purchase of or contract for any supplies, materials, equipment, contractual labor, services or insurance, ample opportunity for competitive bidding, under such regulations and with such exceptions as the Board may provide, to include, the avoidance of duplication of services already in effect through the utilization of inmate labor, or the bulk purchase of supplies or materials resulting in a greater savings to the County.
- 3. Have charge over the Central Supply Inventory.
- 4. Transfer to or between departments, offices, and agencies or sell surplus, obsolete or unused supplies, materials and equipment.
- 5. Once the bid process is complete, verifies the successful vendor has submitted an Occupational License, Georgia State Contractor’s License, E-Verification affidavit, and proof of insurance and bonds, (if applicable) to Purchasing, the requesting department will be responsible for administering the agreement. The Accounts Payable Clerk will act as the Contract Administrator for the County. (NIGP Section C, 17c) Contract Administration includes, but is not limited to, the following activities: monitoring time lines for completion; addressing billing/payment issues; documenting compliance issues and steps taken to address these issues with the vendor. It is recommended that departments maintain well-documented vendor files as well. Departments must submit Vendor Complaint Forms to Purchasing in case of a dispute or cause for termination of an existing contract.
- 6. The County Manager and the Chairman of the Board of Commissioners, will be the only signature(s) that can bind the County into a contract. (NIGP Section C, 171i, p)
- 7. The County Manager and the Chairman of the Board of Commissioners shall have the authority to join with the other units of Government in purchasing activities when it meets the best interest of the County. This is also known as Cooperative Purchasing. (NIGP Section J, 64)

4. Authorization (NIGP Section B, 11)

Authorization for all budgeted items are as follows:

Department Heads not otherwise listed:	\$ 1,000	Fire Chief/EMA Director:	\$2,000
Public Works Superintendent:	\$ 2,000	County Manager:	\$5,000
Chairman of the Board of Commissioner:	\$10,000		

*\*\*In an emergency, the Chairman of the Board of Commissioners may purchase items up to \$25,000 each\*\**

CHAPTER 2

PURCHASING FORMS

The County Manager and/or Accounts Payable Clerk will be authorized to develop all the forms needed to implement this Policy. All goods received by or on behalf of Pierce County must be acknowledged by a legible signature on the receiving slip (or invoice) at the time the goods are received specifying the condition they arrived in and noting any discrepancies in quantity. No invoice will be paid without a signed and received slip or signed invoice verifying that the item(s) was received in good condition.

- 1. **Purchase Order**—to be utilized by the County for all purposes described:
  - a. **Field**—A Field Purchase Order will be issued by the Accounts Payable Clerk, at the request of the department for amounts that exceed \$250 and below \$1,000. Field Purchase orders are not required for County Purchases under \$1,000 made with the authorized use of the County’s Purchasing Card.
  - b. **Standard**—Also referred to as a “Large PO”, a four (4) to six (6) digit Purchase Order will be assigned by the Accounts Payable Clerk for amounts that exceed \$1,000 after a requisition (see below) is submitted and the purchase is approved at the appropriate levels. (NIGP Section C, 17i)

*NOTE: The amount of the purchase order or contract, upon completion, will be encumbered within the appropriated department and account number to accurately reflect the reporting information. Purchase Orders will be valid until December 31<sup>st</sup> of the current fiscal year or forty-five (45) days after the end of each*

*fiscal year; after which, will be cancelled out of the system and a new PO will have to be requested to encumber funds for the current fiscal year. NO EXCEPTIONS.*

2. **Requisition**—One-page electronic form that will be prepared by the department, to explain or describe a request prior to all total purchases that exceed \$1,000, unless the limit is otherwise allowed by this policy. Requisitions are then emailed to the County Manager for approval and will then be emailed to the Accounts Payable Clerk for issuance of an eight (8) digit Purchase Order number. The Accounts Payable Clerk will then email the requesting department a copy of the Purchase Order. Departments are required to write the Purchase Order Number and Account Number on the invoice and attach a copy of the Purchase Order when submitting to accounts payable.
3. **Request for Proposal/Invitation to Bid**—Official bidding opportunity for Vendors to return bids/proposals to the County Finance/Purchasing Department where quotes will be required by sealed bid. (See Chapter 5)
4. **Purchase Order Register**—A brief record of all field purchase orders issued to Departments which will be kept in the Finance/Purchasing Department.
5. **Fixed Asset Form**—A detailed record of an item, in excess of \$5,000 individually which will be entered into the County computer system by the Finance Department.
6. **Travel Form**—Electronic or paper form utilized to show expenses incurred while in a travel status for County related business. The Form must be signed by the Department Head/Designee and detailed receipts attached for use of the County authorize Purchasing Card. Attached receipts must be signed and properly coded. The County authorized Purchasing Card is the preferred tender while traveling on County related business, but shall never be authorized for non-business-related personal expenses. No purchase order is needed for travel related expenses. (See Travel Policy)
7. **Request for Local Preference Consideration**—To be completed by a Vendor requesting local preference consideration. See also, Chapter 5 (i) Local Vendor Preference.

### **CHAPTER 3**

#### **EXPENSES NOT REQUIRING A PURCHASE ORDER**

Certain expenses will not require a purchase order, however, expenses must be verified with Purchasing prior to purchase.

1. **Pierce County Procurement Card Purchases:** The procurement card is an efficient, cost-effective method of purchasing and for paying for small dollar transactions (not to exceed \$1,000, without a four to six-digit purchase order requisition number). Procurement cards are designed to replace general fund checks, field purchase orders, check requests, and the use of personal funds which require reimbursement.  
  
**The procurement card is the recommended method for all small dollar transactions. NOTE: See the *Purchasing Card Manual* for details on the use of the Pierce County Board of Commissioners Bank of America/Merrill Lynch Visa Card. (NIGP Section G, 43)**
2. **Travel Expenses/Training:** Any expenses incurred due to county related travel are to be submitted with a Travel Expense Form. The Travel Expense Form is used in place of the purchase order and should be submitted with signed and coded receipts attached. **See *Travel Policy* for detailed information regarding travel expenses.**
3. **Utilities/Medical Charges/Fuel/Propane:** Electricity, phone, water, inmate medical, mandatory state purchase, gun permit registrations, gasoline, diesel and propane bulk purchases. Invoices must be signed, coded and submitted to Accounts Payable.
4. **Lease/Contract Payments:** Any payments due resulting from a Capital/Operating lease or monthly maintenance agreement and contracted service(s).
5. **Professional and other Technical Services:** Although professional services are not required to be competitively procured, when determined to be in the best interest of Pierce County, requests for proposals may be issued for professional services. Negotiated contracts for professional services can be used when a formal Bid or RFP was not completed and this exception is typically (though not exclusively) utilized when additional services are needed on an existing contract or when recurring services are needed and a relationship has been established with an existing Vendor and cost associated with changing Vendors may be more than savings achieved through the purchasing process. A professional service is one that typically requires a specialized degree in higher education and/or a license to practice the profession sanctioned by the state and/or a governing organization. For purposes of this policy, professional services are defined as and limited to services provided by the following professions: lawyers, certified public accountants, architects, engineers, land surveyors, physicians or other medical professionals, veterinarians, funeral directors, and consultants in specialized areas.

6. Software Renewal: Any renewal of software/licensing that is currently in use, unless over \$5,000 annually.
7. Postage Machine Rental/Refill
8. Dues/Memberships/Registrations
9. Veterinary Bills: Totals are typically unknown until after the service(s) have been performed.
10. Inmate housing/ankle monitoring/food services: Totals are typically unknown until after the service(s) have been performed

*Note: The ultimate decision as to whether an item/service needs a purchase order or not resides with the County Manager or Accounts Payable Clerk as designated.*

## **CHAPTER 4**

### **EXPENSES REQUIRING A PURCHASE ORDER**

1. Purchases \$250 up to \$1,000—To expedite the purchase of goods up to \$1,000, departments must obtain **two quotations** (one Vendor that is chosen and one additional quote) and add them to the Field Purchase Order. (Purchases totaling less than \$250 will not need additional quotes.)
  - a. The Field Purchase Order must include the following information:
    - i. Date the order was placed
    - ii. Name of the Vendor
    - iii. Description of goods/service(s)
    - iv. Detailed price, shipping charges and purchase total (*NOTE: All purchases must be tax exempt*)
    - v. Department where the item will be used
    - vi. Department code and appropriate account number to be expensed
    - vii. One additional quote for purchases from \$250-\$1,000 and two additional quotations for purchases over \$1,000 which must be approved by the County Manager or Chairman.
  - b. The Field Purchase Order is to be attached to the signed and coded packing slip/email confirmation or invoice and sent to Accounts Payable. A copy of the Field Purchase Order shall be kept electronically with all supporting documents on the Departments respective server.
  - c. Purchases will not be divided into smaller quantities of the same product or submitted on multiple purchase orders to circumvent the purchasing system.
2. Purchase Orders over \$1,000—Requisitions for over \$1,000 must be submitted to Purchasing to generate a system assigned four to six-digit purchase order number **PRIOR** to securing the Goods/Services requested.
  - a. The Department solicits **three bids/quotes** from vendors (one from vendor chosen and two additional quotes).
  - b. Requisition, clearly specifying goods/services desired and listing alternate quotes, are submitted to Purchasing via email.
  - c. Include copies of all quotes with requisitions.
  - d. Requisitions shall not be divided into smaller quantities of the same product or submitted on multiple purchase orders to circumvent the purchasing system.

Purchases \$1,000--\$5,000 are additionally approved by the County Manager. Purchases \$5,000--\$10,000 are approved by the Chairman. Informal bids for amounts less than \$10,000 do not require formal advertising and a public notice for bid opening shall not be required.

3. Emergency Purchases—The Chairman or his/her designee is authorized to waive any or all bidding requirements for the purchase of necessary goods or services whenever an emergency condition exists which presents a threat to the safety, health or welfare of the citizens of the County and whenever such requirements would cause undue delay in the delivery of essential services under such conditions. Any emergency purchase above \$20,000 must be reported to the Board of Commissioners at the next regular meeting of the Board of Commissioners. Any department wishing to make an emergency purchase must furnish the Accounts Payable Clerk (who will then refer it to the County Manager) with the written request, which fully explains why it is essential to do so. In the absence of the County Manager, the Accounts Payable Clerk may automatically forward the written request to the Chairman for approval.



## **CHAPTER 5**

### **INVITATION TO BID/REQUESTS FOR PROPOSALS**

The County utilizes Invitations to Bid (ITB) and Request for Proposals (RFP) when procuring professional services (architects, engineers, consultants, health insurance, etc.) or for large transactions where other factors, in addition to cost, are considered in the evaluation process. (NIGP Section C, 17l) The competitive bidding process allows greater flexibility in selecting the most qualified and experienced firm to provide these specialized services for the County. Invitations to Bid (ITB) and Request for Proposals (RFP) will be advertised as defined by Georgia State Law. The Board prohibits entering into contracts or making purchases for the purpose of evading requirements of competitive bidding.

1. Bidding Methods—Purchasing or Projects/Services exceeding \$10,000 may be made utilizing either of two methods:
  - a. Invitation to Bid—The bid documents and specifications are definite and specific. Awards shall be made to the bidder offering the lowest cost who is most responsive to the requirements of the bid documents, without material exception, and who is responsible and capable of providing the item(s) or service(s) to be purchased/contracted. Evaluation and award are limited to cost, determination of compliance with the specifications and conditions specified in the bid documents, and the responsibility of the bidder. Negotiations are not permitted. The Accounts Payable Clerk may use judgmental consideration to determine if the bidder's offer complies with the specifications and conditions, if such considerations can be demonstrated to be reasonable, appropriate, and fairly applied. This method does not permit comparison of the relative specifications of competing bidders, but only comparison to the specifications contained in the bid documents.
  - b. Request for Proposal—This method can be used whenever detailed specifications cannot be determined, whenever several possible methods may satisfy the County's requirements, or whenever the nature of the requirements are such that subjective evaluation of criteria other than cost is necessary. A scope of work is required, which makes comparison of competing proposals relative to each other appropriate. This method permits negotiations and discussion with competing Vendors to determine the best solution to the County's needs. Proposals may be revised or modified at the request of the County. Subjective criteria shall be used in the evaluation of competing proposals. The relative value of evaluation criteria and method of evaluation shall be established in the RFP documents published by the County. During the public opening of proposals, its shall be determined that each proposer meets the documentation requirements, the name of the proposer is read aloud, and the total amount of the proposal submitted will be read aloud. No further discussion of the proposals shall take place and no proposer shall have the ability to discuss their proposal or the proposals of others with any County staff or elected officials prior to a formal award being announced at a scheduled public Commission meeting.
2. Bidding Process
  - a. The process begins when the requesting department submits a detailed scope of work and evaluation criteria to Purchasing. The department is also encouraged to submit a cost estimate for the project list to Purchasing. The bid documents may contain a basic contract that may be used, if appropriate, for a particular service. Parts of the contract may be modified (insurance requirements, bonding requirements, etc.) depending on the type of service.
  - b. The Accounts Payable Clerk will assist the requiring department in determining the need for a contract and, if so, the necessary elements of the contract. Based on the information provided, Purchasing will formalize the ITB or RFP and submit the document to the requesting department for approval prior to issuance (NIGP Section C, 17m, Section E 27). The Accounts Payable Clerk shall prepare and evaluation form, prior to the date proposals are due. The Accounts Payable Clerk will complete the evaluation form detailing each of the proposal requirements which will be submitted to the County Manager for review prior to presenting to the Board of Commissioners at a regularly scheduled, or special called meeting to approve and/or award the bid.
  - c. According to O.C.G.A. § 50-22-3, public notice of each proposed project requiring professional services may be given at least fifteen (15) days prior to the selection of the three or more most highly qualified offerors. Prior to entering into a Public Works contract, the request shall be posted conspicuously in the governing authority's office and shall be advertised in the legal organ of the County OR by electronic means on the Internet website of the County per O.C.G.A. § 36-91-20 a minimum of two times, with the first advertisement occurring at least four (4) weeks prior to the opening of the sealed bids or proposals. The second advertisement shall follow no earlier than two weeks from the first advertisement. (NIGP Section C, 17s)
  - d. Offerors must develop and provide a solution in response to the Scope of Services. The Bid/RFP must be sealed, properly identified on the outside, submitted to the proper place and received no later than the time stated in the public notice. Faxed or emailed responses are not permitted and will be deemed non-responsive. At the time of the public opening, only the names of the offerors are read; no pricing or other data is revealed to avoid

conflict during possible negotiations. The Accounts Payable Clerk will oversee the evaluation process.

- e. The Accounts Payable Clerk will review and rank all proposals individually on their technical merits and according to the criteria established in the bid documents as represented on the evaluation form. The Accounts Payable Clerk may contact offerors, if any clarification is needed on the proposal. Offerors whose proposal are ranked highest by the Accounts Payable Clerk may be asked to participate in an interview process to ensure mutual understanding of both the County's requirements and the offeror's proposal. Interviews may be conducted either in person or by telephone. However, the Accounts Payable Clerk may decide that interviews are not necessary and make recommendations to the County Manager for award based on information provided in the proposal.
  - f. If deemed necessary in an RFP, the Accounts Payable Clerk may enter into competitive negotiations with the firm or firms ranked highest after evaluations. This is a formal process that entails a written request for Best and Final Offers (BAFO) to be issued through the Finance/Purchasing Department. The Accounts Payable Clerk will review the BAFO response(s) and make a final recommendation based on this information.
  - g. The offeror that provides the County with the most reliable and cost-effective services, based on the established evaluation criteria will be recommended to the Board of Commissioners for approval. The award will be based on the best value, ***not necessarily the lowest price.***
  - h. The County reserves the right to accept or reject any or all bids.
  - i. Local Vendor Preference—A local vendor shall be afforded the opportunity to match the bid amount of the lowest responsive and responsible bid if 1) the lowest responsive and responsible bidder is not a local vendor; 2) the local vendor is the second lowest responsive and responsible bidder, and 3) the local vendor's bid is within five percent (5%) of the lowest bid.
    - 1) Invitation to Bid (ITB) or any derivation thereof: If the quality, service, price and other factors are substantially equal, then a local vendor whose bid is within five percent (5%) of the lowest bid may be given an opportunity to match the lowest bid. This policy shall be stated in all applicable solicitations.
    - 2) Requests for Proposals (RFP) or any derivation thereof: Pierce County vendor preference of five percent (5%) or equivalent unit of measure, shall be provided as an evaluation criterion. For example, if a one-hundred-point evaluation scale is utilized, a local vendor would be given a total of five (5) points.
    - 3) For the purposes of this provision, a "Local Vendor" is one that has:
      - a) A business which has its principal office located in and having a street address within Pierce County for at least one year immediately prior to the issuance of the quote/bid/proposal. Post Office Boxes (to include mail/shipping center addresses) are not eligible and shall not be used for the purpose of establishing a physical address.
      - b) A valid occupational tax certificate issued by a jurisdiction located in Pierce County.
      - c) If incorporated, proof from the Georgia Secretary of State that the principal place of business is in Pierce County, Georgia.
      - d) Must certify under oath to the above criteria upon submission for any bid, solicitation, or proposal to Pierce County.
    - 4) Exclusions:
      - a) Purchases made or contracts let under emergency or non-competitive situations.
      - b) Projects greater than \$100,000.
    - 5) To request the local vendor preferences, a vendor must include a complete Local Vendor Preference Affidavit of Eligibility with its submitted bid.
    - 6) In accordance with the Pierce County Purchasing Policy and Procedures, Chapter 7 (5), the County shall not engage in purchasing from any vendor(s)/contractor(s) that have failed to secure, renew, or pay any fees or taxes required by Pierce County, therefore exempting vendor(s)/contractor(s) from local vendor preference.
3. Notice of Award/Notice to Proceed—Upon approval by the Board of Commissioners in an open meeting, the Accounts Payable Clerk will issue a purchase order, if applicable, send a Notice of Award/Notice to Proceed and will provide any required contract to the County Manager for proper execution.

4. Public Inspection of Notice of Award—Once the Notice of Award has been issued, all information submitted in response to the solicitation will be available for public inspection in compliance with federal, state and local laws.
5. Non-Responsive or Unacceptable Bids—The Finance/Purchasing Department shall reject any bid or proposal, which is materially non-responsive to the requirements set forth in the bid documents. The Accounts Payable Clerk may re-solicit bids or proposals if, in his/her discretion, bids received as a result of a solicitation for bids or proposals are not acceptable for any reason. Such re-solicitation shall not be for the purpose of directing the award to a particular bidder.
6. Change Orders—Any change order that increases the amount of any contract in excess of \$10,000 must be approved by the Board of Commissioners. The County Manager is authorized to approve and execute all change orders up to \$5,000. The Chairman of the Board of Commissioners is authorized to approve and execute all change orders up to \$10,000.
7. Contract Extensions—The County Manager or his/her designee is authorized to extend contracts up to 180 days to facilitate bidding of a new contract. An extension may only be granted one time by the County Manager or his/her designee. All contract extensions over 180 days from the original contract shall require the approval of the Pierce County Board of Commissioners.
8. Correction or Withdrawal of Bids—Correction or withdrawal of erroneous bids after opening, or cancellation of awards or contracts based on such bid mistakes, shall not be permitted. Bids shall indicate the unit price extended to indicate the total bid; in the event of an error in extension, unit price shall govern, except when the bidder clearly indicates the total price is based on consideration of being awarded the entire lot. (NIGP Section C, 17u)
9. Competitive Bidding not Required in the following cases:
  - a. Purchase from federal, state, or other local governmental units. (NIGP Section J, 65)
  - b. Recurring payments such as utilities, postage, telephone, principle and interest on debt.
  - c. Sole source items, as determined by the Accounts Payable Clerk. In sole source procurement, only one vendor possesses the unique and singularly available capability to meet the requirement of solicitation, such as technical qualifications, ability to deliver at a particular time, services from a public utility or when there is a situation where a particular supplier or person is identified as the only qualified source available. While similar products may exist, the particular product may be proprietary. Justification for specifying and choosing such products is extremely important and must be clearly explained.
  - d. Purchases under \$250—The Department Head, or his/her designee can make purchases without competitive bids if the total of each purchase is less than Two Hundred Fifty Dollars (\$250).
    - 1) The Accounts Payable Clerk shall establish procedures sufficient to ensure compliance with the Board, the Code and proper purchasing practices for such purchases.
    - 2) The County Manager shall establish procedures sufficient to provide for the proper payment and accountability of such purchases authorized under this section.
    - 3) Purchases shall not be divided into smaller quantities of the same product or submitted on multiple purchase order to circumvent the Purchasing system.
10. Tie Bids—The County Manager will make a recommendation of award to the Board in the event two or more bids are equal in cost. The County Manager may also, unless the terms, conditions, and specifications of the Invitation to Bid state to the contrary, elect to divide the contract award between two or more bidders, if the County Manager deems such action to be in the best interest of the County. Items that will be used to determine a tie break include, but are not limited to delivery time frame, prompt discounts, location of vendors' place of business.
11. Bid Security
  - a. Requirement for Bid Bond-Bid security may be required for competitive sealed bids, proposal and for other items as determined by the County Manager or his/her designee. Bid security shall be a bond provided by a surety company authorized to do business in the State of Georgia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Failure to provide security when requested in the bid documents, will result in rejection of the bid. If the bidder fails to honor the bid for any reason, then such bid security may be retained by the County and deposited to the General Fund.
  - b. Withdrawal of Bids—Bids or proposals may be revised, modified, or withdrawn by the bidder at any time **prior** to opening. Any such revision, modification, or withdrawal shall be in writing. After the bids are opened, they shall be irrevocable for the period specified in the bid documents. Once a bid or proposal is opened, all documents shall become the property of the County.

- c. Receipt of Bids—Bids or proposals will not be accepted after the deadline for submission regardless of the reason for such lateness, except for Acts of God. Bids or proposals received after the submission deadline may be returned to the offeror unopened.
  - d. Performance, Maintenance and Payment Bonds—Performance, maintenance and payment bonds may be required for competitive sealed bids, proposals, and for other items as determined by the Accounts Payable Clerk. Bid security shall be a bond provided by a surety company authorized to do business in the State of Georgia, or as otherwise secured in a manner satisfactory to the County, in the amount up to one hundred percent (100%) of the price specified in the bid or proposal.
12. Right of Protest—Any bid protest must be filed within seven (7) business days of the date of Notifications of Award. Protests must be received in the office of the Finance/Purchasing Department and must contain the following information:
- a. Company name, address, telephone number, and signature of the authorized representative
  - b. Solicitation Number
  - c. Detailed statement describing the grounds for protest
  - d. Supporting evidence or documents to substantiate the claim

The Accounts Payable Clerk will review the information provided and render a decision within five (5) business days. If this decision is not satisfactory, the protest will then be forwarded to the County Manager. The County Manager has the right to either make a final decision or forward to the Board for a final decision. (NIGP Section C, 17y)

## **CHAPTER 6**

### **POLICY FOR COMPETITIVE NEGOTIATION QUALIFICATIONS-BASED SELECTION FOR PROJECTS USING FEDERAL AID HIGHWAY PROGRAM (FAHP) FUNDING**

Pierce County shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.A.C. 112(b) (2) (A)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to the Brooks Act.

In accordance with the requirements of the Brooks Act, the following procedures shall apply to the competitive negotiation procurement method.

1. Solicitation—The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in State and out of State consultants are given a fair opportunity to be considered for award of contract. Procurement procedures may involve a single step process with issuance of a Request for Proposal (RFP) to all interested consultants or a multiphase process with issuance of a Request for statements or letters of interest or Qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, and RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.
2. Request for Proposal (RFP)—The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:
  - a. Provide a clear, accurate, detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work shall detail the purpose and description of the project, services to be performed, deliverable to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
  - b. Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
  - c. Identify evaluation factors including their relative weight of importance in accordance with subparagraph 6(2) (a) of this section;
  - d. Specify the contract type and method(s) of payment to be utilized in accordance with 23 CFR § 172.9;
  - e. Identify any special provisions or contract requirements associated with the solicited services;

- f. Require the submission of any request cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
- g. Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

3. Evaluation Factors:

- a. Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternative, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
- b. Price shall not be used as a factor in the evaluation, ranking and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.
- c. In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.
- d. The following non-qualifications-based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent (10%) of the total evaluation criteria to maintain the integrity of a qualifications-based selections:
  - 1) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence. A local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
  - 2) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and Pierce County's FHWA-approved DBE program.

4. Evaluation, Ranking, and Selection

- a. Consultant Proposal shall be evaluated by Pierce County based on the criteria established and published within the public solicitation.
- b. While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.
- c. Following submission and evaluation of proposals, Pierce County shall conduct interviews or other types of discussions determined to be the three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussion requirements shall be specified within the RFP and shall be based on the size and complexity of the project as defined in Pierce County's written policies and procedures (as specified in 23 CFR §172.5 (c)). Discussions following proposal submission are not required, provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.
- d. From the proposal evaluation and any subsequent discussions which have been conducted, Pierce County shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.
- e. Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.

- f. Pierce County shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant in accordance with the provisions of 49 CFR § 18.42.

5. Negotiation:

- a. Independent estimate: Prior to receipt or review of the most highly qualified consultant's cost proposal, Pierce County shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.
- b. Elements of contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) shall be established in accordance with 23 CFR § 172.11.
- c. If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(e)).
- d. Pierce County shall retain documentation of negotiation activities and resources used in accordance with the provisions of 49 CFR 18.42. This documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the contract as specified in 23 CFR § 172.11(c).

6. Small Purchases

The small purchases method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed and the total contract costs do not exceed an established simplified acquisition threshold. Pierce County may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided to the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulations, or policy, the lower threshold shall apply to the use of FAHP funds. The following additional requirements shall apply to the small purchase's procurement method:

- a. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.
- b. A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.
- c. Contract costs may be negotiated in accordance with State small purchase procedures; however, the allowed ability of costs shall be determined in accordance with the Federal cost principles.
- d. The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

7. Noncompetitive Method

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

- a. Pierce County may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
- b. Pierce County shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.
- c. Circumstances under which a contract may be awarded by Noncompetitive procedures are limited to the following:
  - 1) The service is available only from a single source;
  - 2) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or

- 3) After solicitation of a number of sources, competition is determined to be inadequate;
- 4) Contract costs may be negotiated in accordance with Pierce County's noncompetitive procedures; however, the allowed ability of costs shall be determined in accordance with the Federal cost principles.

8. Additional Procurement Requirements:

a. Common Grant Rule

- 1) Pierce County must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).
- 2) When State and local procurement laws, regulation, policies, or procedures are in conflict with applicable Federal laws and regulations, Pierce County must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

b. Disadvantaged Business Enterprise (DBE) Program:

Pierce County shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112 (b) (2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with Pierce County's FHWA approved DBE program through either:

- 1) Use of an evaluation criterion in the qualifications-based selection of consultants (as specified in 23 CFR §172.7 (a) (1) (iii) (D)); or
- 2) Establishment of a contract participation goal.
- 3) The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 18.35 and 2 CFR part 180.

c. Suspension and Debarment:

Pierce County must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

## **CHAPTER 7**

### **VENDORS**

1. Any vendor or contractor that defaults on their quoted price (sealed, written, or oral) without just cause shall be considered an irresponsible bidder and will be disqualified from doing business with the County for a length of time to be determined by the County Manager. (NIGP Section C, 17q)
2. A record of the Vendor's/Contractor's performance in fulfilling the terms of the contract, will be kept on file in the Finance/Purchasing Department. A poor performance record may cause a Vendor/Contractor to be banned from doing business with the County for an indefinite period of time at the discretion of the County Manager. (NIGP Section C, 17z)
3. To stimulate business and economic activity within the County area, as well as, for convenience, purchases may be made from local County Vendors whenever their quotes are as low or lower than the other quotes received. Travel, time, and shipping charges, etc. may be taken into account in determining the lowest cost. The chosen local Vendor's qualifications and requirements of the contract must be the same as other Vendors, unless otherwise deemed advantageous by the County Manager.
4. Local Vendor Preference—see Chapter 5(2)(i).
5. The County shall not engage in purchasing from any Vendor(s)/Contractor(s) that have failed to secure, renew, or pay any fees or taxes required by Pierce County.
6. State Contracts—When available, the use of State contracts is encouraged. State contracts may not be the most advantageous for the County, therefore appropriate quotes will still be required.
7. Single Source Items—Items that have only ONE distributor in the area for the requested item, Single Source shall be noted on the purchase order/requisition.

8. Sole Source Items (No other items known to exist)—Any item to be purchased from a sole source vendor must be done in writing from the department stating that there is only a sole source vendor for the particular item or service. The reasons that the “sole source” status must be supplied and will be kept on file in the Finance/Purchasing Department. The reason(s) should also be kept in the initiating department. (NIGP Section C, 17j)
9. Conflict of Interest—Any elected official, appointed official, employee or relative of any of these, who is in the position to influence the procurement process whether directly or indirectly, shall not do any business with the County except in accordance with O.C.G.A. § 16-10-2 and any other Georgia Law(s) that may apply in the future. Any such transaction(s) that is in violation, unless approved in advance by the Board of Commissioners, shall make any contract or other transaction(s) null and void. Officials or employees of the County shall remove themselves from the decision-making process when there is an apparent or actual conflict of interest.

\*\*No violation exists if:

- a. Sale/Purchase of property is less than \$200 per calendar quarter
  - b. Sale/Purchase of property is done in accordance with the competitive sealed bid process
10. E-Verify Requirements—The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contracts for services over \$2,499.99 in value, to enroll in E-Verify, regardless of the number of employees. A contractor or sub-contractor may be exempt from this requirement if the contractor or sub-contractor has no employees and does not hire or intend to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt.

For a public contract, contractors must sign the [Contractor E-Verify Affidavit](#), (APPENDIX A) all subcontractors must sign the [Subcontractor E-Verify Affidavit](#) (APPENDIX B) and all Sub-subcontractors must sign the [Sub-Subcontractor Affidavit](#) (APPENDIX C). The government agency is required to ensure that the Contractor E-Verify Affidavit is part of the contract; however, the contractor is responsible for all subcontractor affidavits and the subcontractors are responsible for the sub-subcontractors’ affidavits. E-Verify is not required for contracts solely involving the purchase of goods by a government agency.

## **CHAPTER 8**

### **DISPOSAL OF OBSOLETE, SURPLUS, OR SCRAP PROPERTY**

(NIGP Section I)

Whenever departments have obsolete supplies, material or equipment that are surplus to their needs, these items shall be disposed of by the Accounts Payable Clerk in compliance with this policy. (NIGP Section I, 58)

Departments will complete and forward to Purchasing a Surplus Notice Form (available from the Accounts Payable Clerk), providing detailed information on the item surplus, (i.e. does it still work, description of the problem or reason for surplus, etc.). The Accounts Payable Clerk will dispose of surplus property in the manner that is deemed the most appropriate and that will provide the County with the greatest benefit. (NIGP Section C, 17c) This may be accomplished in any one or more of the following ways:

1. Redistribution to another County department.
2. Public auction (Internet or local).
3. Donation—The Finance/Purchasing Department; with approval from the County Manager; may donate surplus property to a requesting government, or properly documented not-for profit agency.
4. Scrap—In the event that none of the above methods is appropriate and the Accounts Payable Clerk deems the item to have no monetary value, it may be disposed of as scrap.

Proceeds from the sale of surplus property will be accounted for by fund and submitted to the County Manager for processing and application to the respective department or the general fund as deemed in the best interest of the County.

## **CHAPTER 9**

### **ETHICS**

(NIGP Section C, 15)

The Purchasing Department subscribes to the Code of Ethics of the National Institute of Governmental Purchasing (NIGP) and believes that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization.

1. Seeks or accepts a position as an employee only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the Pierce County Board of Commissioners.



- 2. Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
- 3. Is governed by the highest ideal of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.
- 4. Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- 5. Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
- 6. Believes that members of the Board and its staff should at no time or under any circumstances accept, directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or “appear” to influence purchasing decisions.
- 7. Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
- 8. Resists encroachment on control of personnel in order to preserve integrity as a professional manager. Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.
- 9. Seeks or dispenses no personal favors. Handles each administrative problem objectively and emphatically, without discrimination.
- 10. Subscribes to and supports the professional aims and objects of the National Institute of Governmental Purchasing, Inc.

APPENDIX A

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

NOTARY PUBLIC

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

APPENDIX B

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

NOTARY PUBLIC

My Commission Expires:

APPENDIX C

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

My Commission Expires:

\_\_\_\_\_

Commissioner Randy Dixon made a motion to approve the presented Pierce County Purchasing Policy. Commissioner Harold Rozier seconded the motion. All voted aye and motion was approved.

**12. Request to approve purchase of Scoreboards for the Recreation Department.**  
**County Manager Rubenbauer shared that there were 3 vendors who presented proposals for the scoreboards are Ware Street baseball fields. The recommendation is to approve the purchase from Electro-Mech, Wrightsville, GA \$31,052.00 for 4 scoreboards. Chairman Bennett added that these allow for some advertising and the intent will be to recoup some cost through selling the ad space.**

Commissioner Randy Dixon made a motion to purchase the 4 scoreboards for the Ware St facility from Electro-Mech for \$31,052.00. Commissioner Harold Rozier seconded the motion. All voted aye and motion was approved.

**13. Request to approve amendment to the Pierce County Board of Commissioners Group Health Plan.**

AMENDMENT #CC342 COVID-19 to  
Pierce County Board of Commissioners Group Health Plan  
ARTICLE I  
PREAMBLE

- 1.1 **Adoption and effective date of amendment.** The Employer hereby amends the Pierce County Board of Commissioners Group Health Plan ("Plan") as indicated herein. This Amendment shall be effective as of March 18, 2020.
- 1.2 **Supersession of inconsistent provisions.** This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

ARTICLE II  
LABORATORY TESTS FOR CORONAVIRUS (COVID-19); TELEMEDICINE VISITS

- 2.1 In accordance with the Families First Coronavirus Response Act of 2020 (Public Law No. 116-127), the Plan will cover laboratory testing for the 2019 Novel Coronavirus COVID-19 at no cost to Plan members.
- 2.2 The Plan will provide coverage for office visits provided via telemedicine.

ARTICLE III  
PLAN REVISIONS

- 3.1 **Specific Plan Document Changes.** To affect the provisions of Article II of this Amendment, the following changes are made to the plan document and to the summary plan description for the Plan:
- 3.1.1 In the Schedule of Benefits, wherever laboratory services are described (e.g., under Hospital Services or Physician Services or Other Services), the following statement is added to the laboratory services benefit:
- During the national emergency period, all cost sharing (such as coinsurance, copayment, and deductible) is waived for in vitro diagnostic products for the detection of SARS-CoV-2 or the diagnosis of the virus that causes COVID-19 that are approved, cleared, or authorized under the Federal Food, Drug, and Cosmetic Act. The Plan also waives any cost-sharing for (1) the administration of such diagnostic products and (2) items and services furnished to a Covered Person during health care provider office visits (which include telehealth visits), urgent care center visits and emergency room visits that result in an order for or administration of such diagnostic products. The waiver of cost sharing for items and services in (2) above applies only to the extent the items and services relate to the furnishing and administration of the diagnostic products or to the evaluation of such Covered Person for purposes of determining the need of the Covered Person for such product
- 3.1.2 In the Cost Management Services section or any section or provision of the plan describing precertification or other medical management requirements, the following statement is added to any requirement for diagnostic testing, as applicable:
- During the national emergency period, the Plan does not impose prior authorization or other medical management requirements with respect to administration of in vitro diagnostic products for the detection of SARS-CoV-2 or the diagnosis of the virus that causes COVID-19 that are approved, cleared, or authorized under the Federal Food, Drug, and Cosmetic Act.

Amend -COVID-19

Page 1 of 2

- 3.1.3 In the Schedule of Benefits, the following benefit is added to the Summary of Benefits table under Physician Services:

	BENEFIT
PHYSICIAN SERVICES	
Telemedicine visit <i>This benefit is available only during the national emergency period declared for COVID-19.</i>	Same as office visit benefit

- 3.1.4 In the Plan Exclusions section, the exclusion for completion of claim forms is deleted in its entirety and replaced with the following (to remove an exclusion for health care provided via telephone or electronically) only through the national emergency period declared for COVID-19:
- Completion of claim forms** or preparation of medical reports for missed appointments.


This amendment has been executed this 14<sup>th</sup> day of April, 2020.

PIERCE COUNTY BOARD OF COMMISSIONERS

By:   
Neal Bennett  
Chairman

Attest:



  
Amy Hitt  
County Clerk

Commissioner Harold Rozier made a motion to approve the amendment to the Group Health Plan as presented. Commissioner David Lowman seconded the motion. All voted aye and motion was approved.

**14. Request to approve Resolution 2020.04.14.1 Transfer of 2008 SPLOST County Excess Funds to the General Fund for specific purposes. County Manager Rubenbauer shared that the funds are to be used for Bearville Station, Northside Station, Chiller at 705 College Ave and potion of scoreboards at Rec Dept.**

**A RESOLUTION DECLARING 2008 SPLOST EXCESS PROCEEDS TO BE  
TRANSFERRED TO THE GENERAL FUND FOR THE PURPOSE OF  
PROVIDING FOR CAPITAL PURCHASES THAT WOULD OTHERWISE USE  
GENERAL PROPERTY TAXES**

RESOLUTION NO. 2020-04.14.01

**WHEREAS**, the State of Georgia, through O.C.G.A. § 48-8-110.1, authorizes counties to impose a Special Purpose Local Option Sales Tax (SPLOST); and

**WHEREAS**, the Pierce County Board of Commissioners approved by Resolution on March 6, 2008 to place a five (5) year one percent (1%) SPLOST on the July 15, 2008 ballot; and

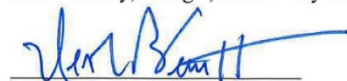
**WHEREAS**, the citizens of Pierce County voted to approve the five (5) year, one percent (1%) SPLOST in a regular election held on July 15, 2008; and

**WHEREAS**, the Pierce County excess proceeds of the 2008 SPLOST are a result of lower than anticipated expenses for the Water & Sewer projects for unincorporated Pierce County; and

**WHEREAS**, the State of Georgia, through O.C.G.A. § 48-8-121, allows for the excess proceeds to be paid into the general fund of the county to reduce property taxes for expenditures of said proceeds for other public purposes that would otherwise be paid for with property taxes.

**NOW, THEREFORE, BE IT RESOLVED BY THE** Pierce County Board of Commissioners that this governing body authorizes the 2008 SPLOST Excess Proceeds to be transferred to the general fund of Pierce County.

**SO RESOLVED, APPROVED, AND ADOPTED** by the Board of Commissioners of Pierce County, Georgia, this 14<sup>th</sup> day of April, 2020.



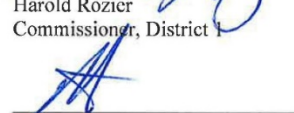
Neal Bennett  
Chairman



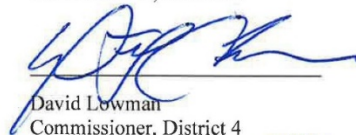
Harold Rozier  
Commissioner, District 1



Mike Streat  
Commissioner, District 2



Randy Dixon  
Commissioner, District 3



David Lowman  
Commissioner, District 4



Attest:



Amy Hitt  
County Clerk

Commissioner Randy Dixon made a motion to approve the resolution declaring 08SPLOST funds be transferred to the General Fund to purchase the Bearville Station \$74,750.00, Northside Station \$74,750.00, Chiller at 705 College Ave \$96,500.00 and a portion of the scoreboards at Ware St for \$26,990.62. Commissioner David Lowman seconded the motion. All voted aye and motion was approved.

**15. Request to approve amendment to the American Fidelity Section 125 Flexible Benefit Plan.**

**AMENDMENT**

**SECTION 125 FLEXIBLE BENEFIT PLAN**

WHEREAS, Section XI of the Section 125 Flexible Benefit Plan ("Plan") permits amendment to the Plan;

WHEREAS, the Employer desires to amend the Plan to include changes in the definition of medical expense related to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

NOW, THEREFORE, the Plan is hereby amended, effective April 15, 2020, or if later, upon execution of this amendment, as follows:

1.

Section 8.04 (a) is amended by removing that Section in its entirety and in its place including the following:

"(a) Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.

2.

Section 8.05 introductory language is amended by removing that portion of the Section in its entirety and in its place including the following:

"8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply."

3.

This amendment is effective for medical expenses incurred after December 31, 2019

4.

Other than changes made herein, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this Amendment to the Plan to be executed by its duly authorized representative this 14<sup>th</sup> day of April, 2020.

By: 

Title: Chairman

Employer Name: Pierce County BOC

Employer State or Tax ID: 58-6000874



Commissioner David Lowman made a motion to approve the amendment to the Section 125 Flexible Benefit Plan as presented. Commissioner Harold Rozier seconded the motion. All voted aye and motion was approved.

**16. Request to approve Resolution 2020.4.14.2 Naming County Farm Road Roundabout #1 Royce E. Carter Roundabout.**

**A RESOLUTION NAMING ROUNDABOUT #1 THE ROYCE E CARTER ROUNDABOUT**

RESOLUTION NO. 2020-04.14.02

**WHEREAS**, the Pierce County Board of Commissioners approved the realignment of County Farm Road to make way for the new Pierce County High School; and

**WHEREAS**, the realigned portion of County Farm Road includes two (2) roundabouts on the route, one located at the entrance to the existing and new high school (roundabout #1) and one located near New School Road (roundabout #2); and

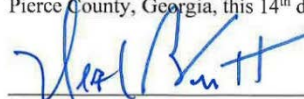
**WHEREAS**, Mr. Royce E. Carter, a passionate and devoted Pierce County resident, played an instrumental role in the implementation of the roundabout and was responsible for the oversight of the project from inception to completion; and

**WHEREAS**, Mr. Carter wanted to ensure that the project of County Farm Road, including the roundabouts, was completed to a very high standard both in design and full detail throughout the construction process; and

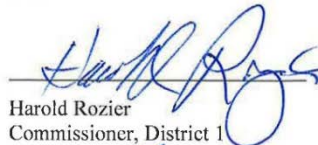
**WHEREAS**, in appreciation for his relentless dedication and critical eye during all phases of the project, the Pierce County Board of Commissioners would like to name roundabout #1 the Royce E. Carter Roundabout.

**NOW, THEREFORE, BE IT RESOLVED BY THE** Pierce County Board of Commissioners that this governing body officially names roundabout #1, located on County Farm Road near the entrance to Pierce County High School, the Royce E. Carter Roundabout.

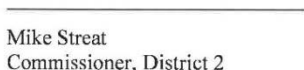
**SO RESOLVED, APPROVED, AND ADOPTED** by the Board of Commissioners of Pierce County, Georgia, this 14<sup>th</sup> day of April, 2020.



Neal Bennett  
Chairman



Harold Rozier  
Commissioner, District 1



Mike Streat  
Commissioner, District 2



Randy Dixon  
Commissioner, District 3



David Lowman  
Commissioner, District 4



Attest:



Amy Hitt  
County Clerk

Commissioner Randy Dixon made a motion to approve the resolution naming County Farm Rd Roundabout #1 Royce E. Carter Roundabout. Commissioner David Lowman seconded the motion. Commissioner Streat voted nay, all others voted aye. Motion was approved.

Commissioner Randy Dixon made a motion at 6:44 PM to enter closed session.  
Commissioner David Lowman seconded the motion. All voted aye and motion was approved.

Commissioner Randy Dixon made a motion to go back into regular session at 7:23 PM.  
Commissioner David Lowman seconded the motion. All voted aye and motion was approved.

- 17. Closed Session – NO ACTION TAKEN**
- a. Personnel
  - b. Property

**18. Adjourn** - Chairman Bennett adjourned the meeting at 7:25 PM.

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Neal Bennett

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Harold Rozier

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Mike Streat

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Randy Dixon

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David Lowman