

**PIERCE COUNTY BOARD OF COMMISSIONERS  
PUBLIC HEARING MINUTES  
TUESDAY, MAY 1, 2018 AT 5:30 PM**

Commissioners in attendance

Neal Bennett, Chairman  
Harold Rozier, Dist 1  
Mike Streat, Dist 2  
Randy Dixon, Dist 3  
Lanier Walker, Dist 4

Staff in attendance

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

**CALL TO ORDER** – Chairman Bennett called the Public Hearing to order at 5:30 PM

1. Discussion on the Hazardous Mitigation Plan for 2018-2023. Leonard Roberts, EMA/Fire Coordinator stated that the update process has been happening for about a year and its time to finalize the plan. This plan will be current until 2023. Ariel Godwin, SGRC – explained that its his job to assist us through the process of updating our plan. He has participated and helped to facilitate several public meetings to get in put on the plan. There was good participation from the public and the plan meets at the requirements for DCA. This plan has been approved by GEMA and FEMA.

Chairman Bennett asked if there was anyone who wanted to speak or ask questions, with no one coming forward he adjourned the Public Hearing at 5:38 pm.

**PIERCE COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
TUESDAY, MAY 1, 2018 AT 6:00 PM**

Commissioners in attendance

Neal Bennett, Chairman  
Harold Rozier, Dist 1  
Mike Streat, Dist 2  
Randy Dixon, Dist 3  
Lanier Walker, Dist 4

Staff in attendance

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

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

**INVOCATION/PLEDGE OF ALLEGIANCE** – Commissioner Lanier Walker gave an invocation and led the pledge of allegiance.

## **MINUTES**

April 3, 2018 Regular Meeting Minutes

Commissioner Randy Dixon made a motion to approve the April 3, 2018 regular meeting minutes as presented. Commissioner Mike Streat seconded the motion. All voted aye. Motion approved.

## **DEPARTMENT HEADS**

1. James Jacobs, County Agent – Request to increase overall department budget by \$4500.00 due to staff changes. The amount of match that is required of the County has increased since the 2 4-H positions were last filled. The increase to the County Budget will be approximately \$4500.00 and would come from Contingency for 2018. Mr. Jacobs shared that Trey Walker has resigned as 4-H assistant in March and that Mr. Crapps has submitted his resignation effective in July of 2018. The state minimum salary for these two positions has increased since these persons were hired and that creates a shortfall in the budget for both positions to be filled. The state minimum match would require approximately a \$4500.00 shortfall for the 2018 budget and so we are requesting a budget amendment. Commissioner Streat asked if either of these men left due to the pay? Mr. Jacobs stated that both of these men were making career changes. Chairman Bennett suggested that we make the amendment for \$5000.00 due to taxes/retirement and those items that may also cause some increase that is not accounted for in the \$4500.00.

Commissioner Lanier Walker made a motion to amend the County Agent budget with a \$5000.00 increase from contingency to cover the expenses of these two positions. Commissioner Randy Dixon seconded the motion. All voted aye. Motion approved.

2. Leonard Roberts, EMA/Fire Coordinator – Request to formally approve the Hazardous Mitigation Plan. Mr. Roberts restated that there had been a final public hearing on the plan earlier this evening. This is the last step in the process to be able to implement the new plan.

Commissioner Harold Rozier made a motion to approved the resolution and the revised Hazardous Mitigation Plan for 2018-2023. Commissioner Mike Streat seconded the motion. All voted aye. Motion approved.

## **GENERAL BUSINESS**

3. County Manager Monthly Report – Mr Rubenbauer shared that he and some of the commissioners had attended the ACCG annual conference in Savannah recently and it was great. It was also announced that Dave Wills is the new Executive Director of ACCG and he attended a Parks/Rec Class with some great information. Also met with a group who can hopefully help us save some money on purchases without hurting our local vendors. Reminder that our fuel agreement with Bennett Oil expires in September and we need to be thinking about how we wish to proceed. There will need to be some discussion at the June meeting. The TSPLOST is on the ballot for May 22. There will be some facts shared on Facebook to help the

public with information. Chairman Bennett asked that the links to the information from the Regional Commission be on the Facebook page as well.

4. Request to revise the Nepotism Policy to allow for employment of family members as PT employees if they will make less than \$10,000.00 per year or its equivalent.

Pierce County Board of Commissioners  
Nepotism Policy

**Purpose:**

This policy is to ensure effective supervision, internal discipline, safety, security, and positive morale in the workplace. This policy will also serve to avoid potential problems of favoritism, conflicts in loyalty, discrimination, and any appearance of impropriety or conflict of interest.

**Application:**

This policy shall apply to all Pierce County employees and all departments, boards, authorities, commissions, offices, and any other organized entity of Pierce County not previously mentioned. Note that constitutional officers are exempt from this policy per O.C.G.A. § 36-1-21 unless they or their predecessors have elected to be bound by the county's civil service system.

**Definition of Terms:**

- **Relatives**—includes spouse, child, stepchild, grandchild, parent, grandparent, brother, sister, half-brother, half-sister, niece, nephew or the spouse of any of them. These relationships shall include those arising from adoption. Persons who are common law married or who are living together without the benefit of matrimony are also considered as relatives under the intent of this rule. "Personnel actions" include, but are not limited to, promotions, pay raises, transfers, duty assignments, and disciplinary matters.
- **Nepotism**—Describes a work-related situation in which there is the potential for favoritism toward a relative (such as giving a job, promotion, biased performance reviews, or more favorable working conditions) on the basis of the familial relationship.
- **Elected Officials**—this policy is not intended to prevent any member of an employee's family from seeking public office. Should a "relative" become an elected official, that official must recuse him/herself from decisions affecting the family member(s) of the County. Refusal to recuse oneself from these decisions may have an adverse effect (termination) on the continued employment of the "relative" of the elected official.

**Guidelines:**

- Employees may not create a supervisor/subordinate relationship with a family member that is paid an annual salary of \$10,000.00 or more or its equivalent (O.C.G.A. § 45-10-80)
- Employees may not supervise or evaluate a family member that is paid an annual salary of \$10,000.00 or more or its equivalent (O.C.G.A. § 45-10-80)
- Employees may not audit or review, in any manner, a family members work that is paid an annual salary of \$10,000.00 or more or its equivalent (O.C.G.A. § 45-10-80)
- A person may not be employed if a family member serves on the Board or any Committee, Authority, or Council which has authority to review or order personnel actions such as promotion or wage and salary adjustments which could affect his/her job.
- No personal employee relationship covered by this policy will be allowed to be maintained, regardless of the positions involved, if it creates a disruption in the work environment, creates a conflict of interest or is prohibited by any legal or regulatory mandate

**Responsibilities:**

1. The Human Resource Director shall coordinate with the employee's direct supervisor to develop appropriate plans to ensure that two family members are not in the same chain of command at any level. If the situation is not resolved, then the County Manager will be notified and a transfer notification

request will be submitted to the Board of Commissioners for consideration and recommended approval. The Commission will have the final authority for transfer of existing employees under this rule.

2. The County Manager and the Human Resource Director will agree on a recommendation which will be proposed to the Board of Commissioners during Executive Session of the next Commission meeting.
3. The Human Resource Director shall investigate all reports of nepotism and take appropriate action.
4. Every employee is required to disclose changes in their personal situations which may be covered by this procedure.
5. Department heads, Elected Officials, Constitutional Officers, and any other person in a supervisory capacity may inquire about the family relationship between employees to determine the appropriateness of the working relationship under this policy.
6. The Board of Commissioners reserves the right to exercise appropriate judgment to take such actions, as may be necessary, to achieve this intent of this policy. The Board reserves the right to vary from the guidelines outlined in this policy to address unusual circumstances on a case by case basis.

Commissioner Randy Dixon made a motion to approve the revision to the Nepotism policy. Commissioner Lanier Walker seconded the motion. All voted. Motion approved.

5. Request from the Magistrate Judge for the PT Clerk position in her office to be changed back to a FT position. A budget amendment of \$10,000.00 will need to be made to the 2018 budget. Jason Rubenbauer, County manager shared that he received some information from the Magistrate office for the years 2012-2017 and there are some trends he noticed. He wants to get some additional information such as the time it takes to process a case. Chairman Bennett asked if more time needs to be taken to get the information together. Glenda Dowling, Magistrate Judge stated that the closed/disposed cases is not exactly accurate as they have changed the software in this time frame and are still trying to clean up and migrate all the information into the system. She also stated that estimating the time it takes to process a case is not reasonable because there are too many variables. Chairman Bennett clarified that there were 2 full time clerks in the office until about October of last year. During the budget process it was determined that we could turn one into part time for 2018. Judge Dowling stated that there will be times when the office must be closed because they have to be in training or in court. Commissioner Dixon asked if there is money in contingency for the position to change. Commissioner Streat stated that we need to approve going back to full time position.

Commissioner Mike Streat made a motion to change the position back to full time in the Magistrate office and to amend the 2018 Magistrate budget with an increase of \$10,000.00 from contingency to cover the expense. Commissioner Lanier Walker seconded the motion. One nay vote and motion was approved.

6. Request re-appointment of Zina Ponsell to the Pierce County Board of Family and Children Services. Her appointment expires June 30, 2018 and the Board and Ms Ponsell ask for her re-appointment for a term that will expire June 30, 2023.

Commissioner Randy Dixon made a motion to appoint Zina Ponsell to the Pierce County Board of Family and Children Services for a term July 1, 2018 – June 30, 2023. Commissioner Harold Rozier seconded the motion. All voted aye. Motion approved.

7. Request to approve a Memorandum of Agreement with the Georgia Department of Transportation for the County portion of the ROW needed to make improvements on the County Bridge on Tyre Bridge Rd (Sixty Foot Creek). The anticipated total cost of ROW is \$212,000.00 so the County portion will be a maximum of \$106,000.00.

**MEMORANDUM OF AGREEMENT BY AND BETWEEN  
GEORGIA DEPARTMENT OF TRANSPORTATION AND  
PIERCE COUNTY FOR  
RIGHT OF WAY**

This Memorandum of Agreement is made and entered into this \_\_\_ day of May, 2018, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and Pierce County, Georgia, acting by and through its Mayor and City Council or Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

**WHEREAS, PI No. 0015641 CR 305 (TYRE BRIDGE ROAD) AT SIXTY FOOT CREEK N OF PATTERSON CITY (herinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and**

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with Right of Way Phase Funding (hereinafter called "Right of Way Phase") for the PROJECT; and

WHEREAS, the estimated amount for the Right of Way Phase is **two hundred twelve thousand dollars (\$212,000)** ("Preliminary Right of Way Phase Estimate"); and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay fifty percent (50%) of the Preliminary Right of Way Phase Estimate in the amount of **one hundred six thousand dollars (\$106,000)** to the DEPARTMENT within thirty (30) days of notification of this fully executed Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, <J[(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT
  - a. Subject to the provisions of this section, the LOCAL GOVERNMENT will be responsible for providing payment of fifty percent (50%) of the Preliminary Right of Way Phase Estimate, or one hundred six thousand dollars (\$106,000) to the DEPARTMENT within thirty (30) days of notification of this fully executed Agreement.
  - b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:  
Georgia Department of Transportation  
P.O. Box 117138  
Atlanta, GA 30368-7138

For payments made by ACH:  
Bank Routing (ABA) #021052053  
Account #43125093

- c. If there is an unused balance after completion of all tasks and phases of the PROJECT, then pending a final audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
- d. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
- e. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence.

If, for any reason, the LOCAL GOVERNMENT does not make payment to the DEPARTMENT pursuant to Paragraph 1 above, the DEPARTMENT reserves the right, where applicable, to delay or cancel the PROJECT.

2. COMPLIANCE WITH APPLICABLE LAWS.

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- b. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.
- c. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT and will comply in full with said provisions of O.C.G.A. §36-81-7.
- d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-70-1 *et seq.*) and is not debarred from receiving financial assistance from the State of Georgia.
- e. The LOCAL GOVERNMENT hereby agrees that it shall comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- f. The LOCAL GOVERNMENT hereby agrees that it shall comply with Official Code of Georgia

Annotated Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT is and shall be at all times, in compliance with the Federal Work Authorization Program.
- h. The LOCAL GOVERNMENT hereby agrees that it shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.
  - 1. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.
- 3. It is mutually agreed between the parties hereto that this Agreement shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.
- 4. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- 5. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- 6. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
- 7. The above "Whereas" clauses are hereby incorporated by reference as though fully set forth herein.
- 8. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

Commissioner Lanier Walker made a motion to approve the MOU with GDOT for ROW purchase related to county bridge on Tyre Bridge Rd – sixty foot creek, for a maximum county contribution of \$106,000.00. Commissioner Mike Streat seconded the motion. All voted aye. Motion approved.

- 8. Request to approve job description for Facilities Director position and add the position to the payscale and to set the range of pay. Chairman Bennett explained that recently the

IT/Maintenance positions were separated and need to clarify the job description and pay for Maintenance and the pay. Mr. Rubenbauer shared that the positions were separated in August 2016, recently the IT services for the county have been outsourced and the Facilities Director position job description needs to be approved.

Pierce County Board of Commissioners

JOB DESCRIPTION  
Facilities Director

Supervisor: County Manager

The Facilities Director is responsible for supervising and participating in the maintenance and repair of Pierce County buildings.

Responsibilities:

1. Supervises and participates in the repair and maintenance of county buildings.
2. Plans, performs, and directs renovation projects as assigned.
3. Performs Preventive maintenance on HVAC systems including changing filters and performing inspections of the HVAC systems.
4. Performs HVAC repairs including; changing motors, contactors, switches, and controls.
5. Installs electrical circuits in accordance with the National Electrical Code.
6. Troubleshoots and Repairs electrical devices and fixtures including receptacles, switches, light fixtures, bulbs, etc.
7. Performs plumbing repairs including; relocating water and drain lines, replacing/repairing fixtures and valves, pipe fittings, water mains, control valves, and air lines.
8. Promptly works to unclog any backed-up drains.
9. Selects appropriate tools, materials or equipment following county procedures.
10. Performs construction projects such as; painting, framing, trim, repairs to or replacement of acoustical ceilings, hanging, finishing, or patching drywall, etc.
11. Maintains tools and assigned equipment and reports lost, damaged, or broken tools or equipment to the County Manager.
12. Moves, and relocates furniture and equipment within the county and assists with surplus.
13. Adheres to all safety rules and guidelines set by the county.
14. Demonstrates eagerness to learn and assume responsibility; seeks out and accepts increased responsibility.

15. Works within the county in a resourceful manner to accomplish reasonable work goals; shows flexibility in response to process change and adapts to and accommodates new methods and procedures.
16. Accepts direction and feedback from supervisor and follows through appropriately.
17. Works when scheduled; begins and ends work as expected; calls in according to policy when arriving late for work or when absent; observes provisions of Fair Labor Standards Act; observes policies on break and lunch periods.
18. Participates in required staff development activities.
19. Performs other duties as assigned by the County Manager.

Minimum Qualifications:

High School Diploma or GED and Three (3) years of related experience.

Knowledge of maintenance and repair; of welding, HVAC, carpentry, electricity, plumbing, etc.; of tools, equipment and materials; of facility repairs. Working skill in diagnosing maintenance and repair problems; working ability to repair facilities mechanical equipment systems; to read, interpret and apply construction plans, specifications and blueprints; to follow oral and written instructions. Ability to lift, push, and carry heavy items. Must have valid Georgia driver's license or work permit.

Commissioner Randy Dixon made a motion to approve the proposed job description for Facilities Director. Commissioner Harold Rozier seconded the motion. All voted aye. Motion approved.

9. Request approval to implement an Employee of the Month program.

PIERCE COUNTY BOARD OF COMMISSIONERS  
EMPLOYEE OF THE MONTH PROGRAM

The employee of the Month program for Pierce County has been developed to encourage recognition of those County employees who show exemplary individual achievement, contribution, and performance in their jobs. These individuals consistently exhibit a positive and supportive attitude and make contributions beyond the usual expectations of their employment.

Criteria for Employee of the Month:

The following criteria will be used in selecting an Employee of the Month (EOM):

1. The nominated employee must be a full-time or part-time employee of Pierce County.
  2. The nominated employee must have worked a minimum of one (1) year and is not on probationary status at the time of nomination.
  3. The employee must not be an elected official, appointed official, or department head.
  4. Employees can receive the EOM recognition more than once; however, there must be a break of a minimum of twelve (12) calendar months between awards.
  5. Nominees should have reliable attendance of their assigned work schedule.
  6. The nominee must be approved by his/her supervisor prior to being named as the recipient of the award.
  7. Nominations not selected as the EOM can be reconsidered for a period of up to one year from the date first nominated.
  8. Nominated employees that were not chosen as the EOM will receive notification from the Human Resources Coordinator that they were nominated and the nomination ballot will be attached.
- A Pierce County employee who demonstrates the following will be eligible for the EOM award:

1. Employee must demonstrate a willingness to take initiative beyond their regular job assignments, resulting in inspiring and supporting the performance and achievement of others.
2. Employee must demonstrate a high quality of work and a commitment to carrying out job responsibilities, is an asset to the department, and serves as a role model for others.
3. Employee must demonstrate the ability to work as a team member. Must be consistently dependable and punctual in reporting for duty, completes assignments on time and with high quality, and has a distinguished attendance record.

Process:

1. Forms and criteria on the EOM program will be posted on the County website or available through the Human Resources office located at the Nichols Street Annex.
2. Nominations are accepted during the regular office hours of Monday through Friday 8:00 AM--5:00 PM or anytime via email. Submit completed forms to the Human Resources Coordinator. All nomination forms must be signed by the nominator.
3. The nominations will be reviewed by the Human Resources Coordinator and the County Manager and a winner will be selected based on the above criteria. The nominations will be reviewed on the Wednesday before the scheduled monthly Board of Commissioners meeting and the awardee will be notified on that same day.
4. In the event multiple qualified nominations are received, the names of the nominees will be placed in a hat and the winner will be drawn through a blind random selection by the County Clerk.

Awards:

The EOM program will provide awards to such employees by means that are fair, with equal consideration of all eligible staff.

Employee of the Month:

1. The County Manager and the employee's supervisor will present the framed award to the employee at the monthly Board of Commissioners meeting.
2. The Employee of the Month is recognized by the Chairman and the Board of Commissioners during the regularly scheduled monthly meeting (general the 1st Tuesday of the Month).
3. The employee will be featured in the local newspapers through an interview from the respective newspapers.
4. The employee will have their name engraved on a permanent plaque with the month and year of the award, which will be proudly displayed at the Nichols Street Annex.
5. At the end of each calendar year, all employees who have been awarded employee of the month will again be reviewed and a winner will be selected as the Pierce County Employee of the Year which will be presented at the February County Board of Commissioners meeting each year.

PIERCE COUNTY BOARD OF COMMISSIONERS  
EMPLOYEE OF THE MONTH NOMINATION FORM

Name of Nominee: \_\_\_\_\_ Department: \_\_\_\_\_

Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

Please provide specific, detailed examples to support your nomination. The information you provide will be used to determine the recipient of this award. These activities must have occurred within the last 60 days. Please attach additional pages if necessary.

1. Describe how the employee demonstrated a willingness to take initiative beyond regular job assignments, resulting in inspiring and supporting the performance and achievement of others.
2. Explain how the employee demonstrated a high quality of work and a commitment to carry out job responsibilities, is an asset to the department, and serves as a role model for others.

3. Describe how the employee demonstrates the ability to work as a team member. Is consistently dependable and punctual in reporting for duty, completes assignments on time and with high quality, and has a distinguished attendance record.

Nominated by: \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_ Phone #: \_\_\_\_\_

Commissioner Lanier Walker made a motion to approve the program and the presented format. Commissioner Randy Dixon seconded the motion. All voted aye. Motion approved.

10. Request to approve 24 month contract with ATC for expanded internet services. Mr. Rubenbauer stated that one of the major issues he was made aware of when he came to work with us was the internet speeds. He has been working with ATC since he got here to resolve the issues and through an audit of services some inefficiencies were discovered that have been rectified for things to operate more effectively and efficiently. Also, there will be no expenses associated with the EMS move for the county, an approximate \$8000.00 savings.

Date: April 25, 2018

Pierce County Government

Quotation for ATC Service

**One Time Service Fee**

Start Up charge and Installation N/A

**Monthly Recurring Charges-Monthly Minimum Charge**

**Centrex (POTS lines) Lines will be \$20.00 Each**

*This includes all present features found  
On these lines. Long Distance will be  
4 Cents per Minute.*

**Internet Bandwidth:**

<b>Annex Building</b> - 312 Nichols Street	
75Mb x 75Mb over Fiber	\$299.95
<b>EMS Building</b> – 253 Carter Ave	
25Mb x 25Mb Cable Modem	\$199.95
<b>Sherriff/Jail</b> – 300 Pierce Industrial Blvd	
50Mb x 50Mb over Fiber	\$299.95
<b>Courthouse</b> – 3550 Highway 84	
50Mb x 50Mb over Fiber	\$299.95
50Mb x 50Mb over Fiber	\$299.95
<b>NFC Building</b> – 705 College Ave	
50Mb x 50Mb over Fiber	\$299.95
<b>Road Department</b> – 602 W. Carter Ave	
25Mb x 3Mb Cable Modem	\$39.95
<b>Senior Center</b> – 711 Hendry Street	
25mb x 3Mb Cable Modem	\$39.95
<b>Recreation Department</b> – 728 Ware Street	
50Mb x 10Mb Cable Modem	\$74.95
<b>911 Center</b> - 309 Pierce Industrial Blvd	

50Mb x 50Mb over Fiber	\$299.95
<b>Tiger Field – 834 Main Street</b>	
25Mb x 3Mb Cable Modem	\$39.95
<b>Total Price per Month</b>	<b>\$2194.45</b>
<b>(Does Not Include POTS Lines)</b>	

We are also renewing your present Internet connections for your different locations. Some of your locations will be fed by fiber and some will be fed by coax. We are increasing the bandwidths and pricing for each location as shown above.

This is a 24-Month contract. Please see General Terms and Conditions for additional information concerning this agreement.

### GENERAL TERMS AND CONDITIONS

---

Pierce County Government has entered into an agreement with ATC for Phone and Data Service with the following terms.

This service is for the term of **24 months**. All elements of this agreement will expire at the same time (Be conterminous).

**Additional Services and Term Payment Period:**

The customer may order additional services (i.e. Additional Bandwidth or Phone lines) during the Term Payment period. *If an updated technology or different technology is needed by customer (i.e. VOIP or HPBX) or becomes available from ATC at the discretion of both parties, this contract can be modified or renegotiated.* If customer stays with ATC there will be no breakage fee. The expiration date of the additional services may, at the discretion of ATC, be the same expiration date as the original agreement.

**The Term Payment period will begin on the date the services are installed to the customer's location. The effective date of this contract will be the date the service is turned up.**

**Charges and Payment:**

The customer agrees to pay, if applicable, any connection charges, usage charges, monthly fees, monthly minimums, other fees, surcharges, taxes and government imposed or permitted charges unless customer is exempt from these payments and can provide documentary evidence of such exemption.

**The customer agrees to pay a monthly minimum charge of \$2194.45 for the term of this agreement.**

If the customer cancels the service prior to the completed installation of the service, but after the transmission of an order, customer shall pay all reasonable costs incurred in the implementation of the service, as if the work in the implementation of the order has been completed, unless otherwise provided.

The customer must pay the service bill on time either on or prior to the due date specified on the bill; or you shall pay ATC a late payment charge of 1.5 % per month on all charges due and unpaid over \$15.00 with a minimum penalty of \$5.00. **Your first bill will include charges for the partial month from when service began and service charges for the next month.**

**Service Level Agreement:**

If ATC has an outage lasting more than four (4) hours during the period 8 am to 5 pm on any day that you are open for business we will provide to you a credit for ½ Month's service unless the outage is caused by your employee, agent or customer, or is the result of force majeure.

**Termination of Service:**

You may cancel all or a portion of the service to which you subscribe by submitting written notification to any ATC office. Cancellation of elements of this agreement may result in termination of the entire agreement, at the sole discretion of ATC. A termination charge will be applicable should the customer discontinue service prior to the end of the Term Payment monthly agreement. The termination charge will be calculated based on the product of 85% of the sum of monthly recurring minimum payments remaining at termination. Any waived installation will also become due and payable. The termination charge is due in full at the date of termination. Transfer of Service responsibility between customers is permitted with the negotiation of a new contract with the new customer.

ATC reserves the right to discontinue service if you do not pay your current or prior bills by the due date, including late payment fees or any other charges permitted by this agreement

ATC reserves the right to discontinue certain services, subject to applicable laws, regulations or for circumstances beyond our control with a 60-day written notice.

Under this agreement, pricing and maintenance will be covered in the Quotation for ATC Service. This agreement is subject to the terms and conditions set forth in those quotations.

Beginning on the effective date, this agreement supersedes any previous agreement or terms governing the service. Services in this agreement will no longer be provided pursuant to tariffs on file with any regulatory authority but will instead be governed by this Agreement.

Commissioner Randy Dixon made a motion to approve the 24 month contract with ATC. Commissioner Mike Streat seconded the motion. All voted aye. Motion approved.

Commissioner Mike Streat is still concerned about the Oak Ridge Subdivision rail crossing at Farr's. A lot of time has been spent sending letters and talking to people to try and get the issue of blocking the cross for extended periods of time stopped. He has requested that the County Attorney send a letter to the yard master or area engineer, someone that we can hopefully start the process of having some conversations with the railroad and DOT about coming to a resolution to the issue. Request that we have a meeting scheduled and require that the crossings not be blocked for more than 15 mins.

Commissioner Randy Dixon made a motion to go into closed session at 6:51 PM. Commissioner Mike Streat seconded the motion. All voted aye. Motion approved.

**CLOSED SESSION**

11. Personnel

Commissioner Randy Dixon made a motion to go back to regular session at 7:17 PM. Commissioner Lanier Walker seconded the motion. All voted aye. Motion approved.

No action was taken in closed session.

Chairman Bennett adjourned the meeting at 7:18 PM.

**ADJOURN**

---

Neal Bennett

---

Harold Rozier

---

Mike Streat

---

Randy Dixon

---

Lanier Walker