

PIERCE COUNTY BOARD OF COMMISSIONERS  
CALLED MEETING MINUTES  
THURSDAY, AUGUST 26, 2021 AT 6:00 PM

1. Call to Order – Chairman Bennett called the meeting to order at 6:00PM
2. Invocation and Pledge of Allegiance – Commissioner Mike Streat gave an invocation and Commissioner Harold Rozier led the pledge of allegiance.
3. Adoption of Resolution to set the 2021 gross millage rate at 16.00 mills.  
STATE OF GEORGIA  
PIERCE COUNTY

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF PIERCE COUNTY, GEORGIA TO  
APPROVE TAX LEVY FOR THE YEAR 2021**

RESOLUTION 2021.08.25.01

Resolution and Order of the Board of Commissioners of Pierce County, Georgia levying taxes for the year 2021.

**BE IT RESOLVED** by the Pierce County Board of Commissioners as the governing authority of Pierce County is hereby requesting to levy a tax for the year 2021 at the rate of 16.00 mills upon the monetary assessed value of all taxable property in Pierce County, Georgia, for the maintenance and operating of Pierce County for the fiscal year 2022.

**WHEREAS**, the gross M&O millage for the unincorporated will be set at 16.00 mills less the rollbacks of 5.5655 mills for a net M&O millage of 10.4345 mills for a net taxes levied at \$3,859,658 and the gross M&O millage for the incorporated will be set at 16.00 mills less the rollbacks of 2.7603 mills for a net M&O millage of 13.2397 mills for a net taxes levied at \$1,742,315 for a total county taxes levied at \$5,601,973 and a total county value for 2021 at \$501,491,659.

Adopted this 26th day of AUGUST, 2021.

THE PIERCE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

K. Neal Bennett, Chairman

SEAL

Attest: \_\_\_\_\_

Amy Hitt, County Clerk

Commissioner Harold Rozier made a motion to approve Resolution 2021.08.25.01 to approve tax levy for the year 2021.

4. Request from Board of Education to set the school millage rate at 16.071 mills.

**PIERCE COUNTY SCHOOL DISTRICT  
RESOLUTION FOR  
2021 TAX LEVY**

WHEREAS on June 7, 2021 the Pierce County Board of Education formally adopted a budget of \$48,214,000.00 for maintenance and operations of the school district for the 2021-2022 school year.

NOW, THEREFORE, BE IT RESOLVED that the Pierce County Board of Education as the governing authority of the Pierce County School District, a political subdivision of the State of Georgia, hereby requests that the Board of Commissioners of Pierce County, Georgia, as the governing authority of Pierce County, a political subdivision of the State of Georgia, levy a tax for the year 2021 at the rate of 16.071 mills upon the monetary assessed value of all taxable property in Pierce County, Georgia, for the maintenance and operation of the public schools of Pierce County, the public education and the activities necessary or incidental thereto, including school lunches, for the school year 2021-2022.

ADOPTED this the 23<sup>rd</sup> day of August, 2021.

THE PIERCE COUNTY SCHOOL  
BOARD OF EDUCATION

By: *Duward Boatright*  
Hon. Duward Boatright  
Chairman

Attest: *Dara Bennett*  
Dara Bennett  
Superintendent





## **Pierce County Schools**

Post Office Box 349  
Blackshear, Georgia 31516  
Telephone (912) 449-2044  
Fax (912) 449-2046

Dara Bennett  
Superintendent  
Duward Boatright  
Chairman  
Mitch Hall  
Chip Griner  
Kirby Malone  
Wendy Puryear

August 23, 2021

Honorable Neal Bennett, Chairman  
Pierce County Board of Commissioners  
3550 W. Hwy 84  
Blackshear, GA 31516

Dear Mr. Bennett,

At a called meeting on Monday, August 23, 2021, the Pierce County Board of Education approved the following millage rate recommendation for the 2021 Digest / 2021-2022 school year:

For maintenance and operation of schools, 16.071 mills based on a  
Net Digest Value of \$495,713,010

Thank you for your support of our school system. Please feel free to contact me if additional information is needed.

Sincerely,

A handwritten signature in cursive script that reads "Dara Bennett".

Dara Bennett  
Superintendent  
Pierce county Schools

Commissioner Randy Dixon made a motion to approve the request from the Board of Education to levy 16.071 mills of tax. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

5. Discussion and Request to amend the GTIB project to include Timber Lane.

Chairman Bennett shared that there is some GTIB monies still available since our GTIB came in under budget. County Manager Rubenbauer talked with SRTA and asked if we could add Timber Lane to the scope of the project since it would be beneficial to a local business. The SRTA granted the request to add Timber Lane, the Board needs to formally approve amending the project.

Commissioner Randy Dixon made a motion to add Timber Lane to the GTIB project at a cost of \$180,773.82. Commissioner Harold Rozier seconded the motion and all voted aye. Motion was approved.

6. Discussion and Request to approve a Broker for Healthcare Services.

Commissioner Randy Dixon made a motion to approve Lighthouse Benefit Advisors as the County Health Insurance Broker. Commissioner Mike Streat seconded the motion and all voted aye.

7. Discussion and Request to approve the Intergovernmental Contract between Ramsey Bennett, Sheriff of Pierce County, the Pierce County Board of Education and the Pierce County Board of Commissioners for School Resource Officer.

STATE OF GEORGIA  
PIERCE COUNTY

**INTERGOVERNMENTAL CONTRACT**

THIS AGREEMENT, (hereinafter referred to as "Agreement") made and entered into this 13 day of July, 2021, by and between Ramsey Bennett, Sheriff of Pierce County, Georgia, (hereinafter referred to as "Sheriff" and shall include him and the office of the Sheriff), the Pierce County Board of Commissioners, the governing authority of Pierce County, a political subdivision of the state of Georgia, acting by and through the Pierce County Board of Commissioners (hereinafter referred to as "The County") and the Pierce County Board of Education, the governing authority of the Pierce County School District, a political subdivision of the State of Georgia, acting by and through the Pierce County School Board (hereinafter referred to as "the Board")

**WITNESSETH**

**WHEREAS**, the Board desires to have School Resource Officers ("SRO") for the purpose(s) set forth herein;

**WHEREAS**, the Sheriff and the County, have the ability and willingness to provide P.O.S.T. certified officers (deputies) who may serve in the role of SRO for the Board;

**WHEREAS**, the parties desire to set forth in this written Agreement their respective roles and responsibilities with respect to School Resource Officers being provided by the Sheriff and County and utilized by the Board;

**WHEREAS**, the parties hereto are desirous of entering into an intergovernmental contract (agreement) as provided for in ARTICLE IX, SECTION III, PARAGRAPH I of the 1983 GEORGIA CONSTITUTION, as thereafter amended, to effectuate their agreement regarding the SRO;

**NOW THEREFORE**, for and in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Sheriff, the County and the Board hereby agree as follows:

1. **TERM**. The term of this agreement shall be for a period of twelve (12) months from the date of signature by all parties, unless terminated sooner as set forth herein. This agreement shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below, but in no event shall it exceed the cumulative total of fifty (50) years per the statutory provision of the Official Code of Georgia Annotated concerning Intergovernmental Contracts.
2. **TERMINATION OF AGREEMENT**. Any party may terminate this agreement by giving the other parties thirty (30) days advance notice in writing.
3. **GENERAL SCOPE OF SCHOOL RESOURCE OFFICER PROGRAM**. The emphasis of the school resource officer program is on developing a rapport between students and law enforcement officers and providing a law enforcement resource to assist principals, faculty, parents and students in maintaining a safe educational environment conducive to learning. To ensure the success of the SRO program the school principal and the Sheriff will collaborate in the selection of all SRO officers.
4. **RESPONSIBILITIES OF THE SHERIFF AND THE COUNTY**. As part of this Agreement, the Sheriff and the County shall undertake to:
  - a) provide P.O.S.T. certified officer at Midway Elementary School who shall complete the School Resource Officer Training program

and any appropriate training programs that are offered from time to time during the pendency of this Agreement relating to the duties of a School Resource Officer, and who shall be selected/recommended by the Sheriff, approval by the Board;

- b) ensure that each SRO is trained on current law enforcement issues and other pertinent topics related to his or her assignment; further, provide all SROs regulation uniforms and other items of the Sheriff regularly issued to officers by the Sheriff; all uniforms, equipment, vehicles, etc. provided by the Sheriff to the SRO shall remain property of the Sheriff;
- c) provide all salary and benefits to all SROs as they currently come due and payable, subject to final reimbursement by the Board as set forth herein; the County Clerk shall present the reimbursable expenses to the Board on a monthly basis.

5. RESPONSIBILITIES OF THE BOARD. As part of this Agreement,

the Board shall undertake to:

- a) provide each SRO with an office space including, at minimum, access to a desk, telephone, filing cabinet, computer, secretarial assistance, and basic office supplies necessary to perform the SRO's duties on the school campus;
- b) reimburse the County for the salary, benefits and authorized overtime paid by the County to each SRO as set forth herein under Paragraph 7;
- c) provide written notice to the Sheriff by the Superintendent, or his/her designee, if the Board, through its school employees and officials have

reason to believe that a SRO is performing the duties of School Resource Officer in an unsatisfactory manner or committing such other act(s) or omission(s) that do not comply with existing Sheriff or Board policy or federal, state, or local law;

d) authorize Peace Officers as defined by O.C.G.A. § 35-8-2 to carry weapons on school campuses, grounds and property pursuant to O.C.G.A. § 16-11-127.1 (b)(5)(A).

6. CHAIN OF COMMAND. Each SRO shall be an employee of the Sheriff and shall be assigned to the Uniform Patrol Division under the direct command of the Patrol Captain of the Sheriff. Each SRO is first and foremost a sworn law enforcement officer and accountable to the federal and state Constitution(s), the laws of the State of Georgia, and the rules and procedures of the office of the Sheriff. During those times the SRO will be assigned to school campuses, the SRO is administratively accountable to the principals of the respective schools at which the SRO is performing his/her duties, All school related activity of the SRO must be coordinated between the SRO and the respective principals or their designees. Prior to enacting any programs within any school, the SRO shall seek permission, guidance, and advice from the respective principal. The SRO shall be responsible for taking law enforcement action, to include arrest, when required by the circumstances, in the SRO's discretion. As soon as practicable, the SRO shall make the appropriate administrator within the school where the incident occurred aware of such law enforcement actions. Additionally, the principal may request, and the SRO may take appropriate law enforcement actions, to include arrest, against intruders and/or unwanted guests who may appear on campus and at



school related functions, to the extent the SRO decides he/she may do so under the authority of law. Under no circumstances shall any SRO be asked or required to perform any act that falls outside the SRO's authority as a sworn law enforcement officer or that would violate any federal, state, or local law or regulation of the Sheriff or Board.

**7. COSTS OF PROGRAM.**

a) As stated hereinabove, the Office of the Sheriff shall be reimbursed for the costs of employing School Resource Officers for use by the Board. The Board shall pay to the County the sum of \$52,500 per officer/per annum so long as the Contract is in effect. The said sum shall be divided into twelve (12) equal monthly installments of \$4375.00 per officer to be

billed monthly by the Office of the Sheriff to the Board, and the Board shall pay to the County the said monthly installment within thirty (30) days of the receipt of same. In the event that the Contract should be terminated at any time before the expiration of any particular twelve (12) month period, the Board's monthly obligation shall be only up to the date of termination.

b) The principal at each school where an SRO is performing duties may wish to request the SRO to perform additional duties that would require additional time outside of regular work hours of the SRO program. Prior to such request being made, the principal shall have the approval of the Superintendent before authorizing the additional hours.

b) Any additional duties of the SRO requested and approved by the Superintendent and also approved by the Sheriff will not be billed

as additional charges to the Board of Education but are included in the Costs of the Program as set out above in subsection (a).

**8. MISCELLANEOUS PROVISIONS.**

a) Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:

*Ramsey Bennett  
Sheriff of Pierce County, GA  
300 Pierce Industrial Blvd.  
Blackshear, GA 31516*

*Pierce County Board of Commissioners  
ATTN: Jason Rubenbauer, County Manager  
312 Nichols St.  
Blackshear, GA 31516*

*Pierce County Board of Education  
ATTN: Superintendent  
634 Main Street  
Blackshear, GA 31516*

b) Time. Time is of the essence of this Agreement.

c) Survival. Termination of this Agreement shall not affect the rights or obligations of the Parties which arise prior to the termination.

d) Waiver. Failure of any Party at any time to require performance of any provision of this Agreement shall not limit the Party's right to enforce the provision, nor shall any

waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

e) Assignment. Except as otherwise provided within this Agreement, no Party hereto may transfer or assign this Agreement without the prior written consent of the other Parties.

f) Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

g) Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement, or any section thereof was drafted by said Party.

h) Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. The Recitals above set forth are part of this Agreement.

i) Modifications Must Be in Writing. This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must be signed by each Party.

j) Further Action. The Parties hereto shall execute and deliver all documents provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

k) Good Faith, Cooperation and Due Diligence. The Parties hereto covenant, warrant and represent to each other good

faith, complete cooperation, due diligence and honesty in fact in all the performance of all obligations of the parties pursuant to this Agreement. All promises, and covenants are mutual and dependent.

l) Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

m) Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

n) Resolution of Disputes by Mediation. All unresolved disputes between the parties arising out of, connected with, or relating in any way to this Agreement shall be first submitted to non-binding, formal mediation prior to any litigation being commenced by any party. The costs of such mediation shall be borne equally by the parties, but the parties shall be responsible for their own attorney's fees. Nothing contained herein shall preclude any party from asserting any legal claims or instituting litigation in the event that mediation does not resolve their dispute.

PIERCE COUNTY BOARD OF  
EDUCATION



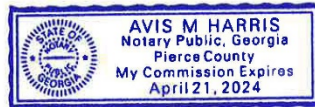
BY: Duward Boatright (SEAL)  
HON. DUWARD BOATRIGHT, Chairman

ATTEST: Dara Bennett (SEAL)  
HON. DARA BENNETT, Superintendent

Signed, sealed and delivered in the  
Presence of:

May S. Douberly  
Witness

Avis M Harris  
Notary Public



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the date and year first above written.

PIERCE COUNTY BOARD OF  
COMMISSIONERS FOR PIERCE  
COUNTY, GEORGIA

BY: K. Neal Bennett (SEAL)  
K. Neal Bennett, Chairman

ATTEST: Amy Hitt (SEAL)  
Amy Hitt, County Clerk



RAMSEY BENNETT, SHERIFF OF PIERCE  
COUNTY, GEORGIA

Ramsey Bennett (SEAL)  
Ramsey Bennett

Signed, Sealed and delivered in the  
Presence of:

David Lowman  
Witness

Patricia King  
Notary Public



Commissioner David Lowman made a motion to approve the agreement between the Pierce County Board of Education, Pierce County Sheriff Ramsey Bennett and the Pierce County Board of Commissioners for School Resource Officer at Midway Elementary as presented. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

8. Adjourn – Chairman Bennett adjourned the meeting at 6:09 PM