

MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 18, 2016

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Present: Stanley Hill, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Mark Yarbrough, Chairman presided.

Kelly Howard, from Martin & Cobey Construction, gave an update on the Courthouse renovations.

The meeting began with the Pledge of Allegiance.

MOTION was made by Jason Black and seconded by Ben Harrison to approve the minutes of March 30, April 4 & 13, 2016.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Jason Black to approve the following claims

4/01/16	Check # 38013 – 38048	\$336,312.05
4/08/16	Check # 38049 – 38122	\$287,401.21
4/14/16	Check # 38123	<u>\$ 658.58</u>
	TOTAL	\$624,371.84

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute the following Mutual Assistance Agreement.

MUTUAL ASSISTANCE AGREEMENT

I. PURPOSE

To provide an understanding between and among counties and municipalities of the North Alabama Mutual Assistance Association (NAMAA) in providing and receiving mutual aid as a result of an act of war, natural or man-made disaster; and to provide the authority for utilization and implementation of the Emergency Operations Plan for Mutual Assistance Deployment developed by NAMAA.

MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 18, 2016

II. AUTHORITIES AND REFERENCES

- A. The basic authority for each county and/or municipality to enter into this agreement is Code of Alabama, Title 31, Chapter 9, Sections 31-9-1 through 31-9-24, as amended.
- B. Provisions of this agreement are based on the various sections and paragraphs of Act 47.
- C. Other authorities and references are outlined in Section I, Basic Emergency Operations Plan for Mutual Assistance Deployment.
- D. Authority to activate and implement this agreement and plan is the same as that provided for activation of any emergency plan as outlined in the Direction and Control provisions of each county's Basic Emergency Operations Plan.

III. SCOPE

This agreement and plan encompasses the area represented by the NAMA, whose membership consists of the Emergency Management/Civil Defense Director/Coordinator of the counties of Blount, Cherokee, Colbert, Cullman, DeKalb, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Walker, and Winston.

IV. SITUATION

Response to natural or man-made disasters, including acts of war, can exhaust all resources of a town or county or deplete certain types of manpower, equipment, or supplies. When this condition exists, the affected entity must rely on the next highest level of government or a neighboring entity or volunteer agencies and the private sector for the necessary resources to save or sustain life, health, and property. Such assistance must be provided or received within the proper legal framework as outlined in Act 47 and with a clear understanding of the conditions such assistance is given or received.

V. MUTUAL AID AGREEMENT

Article 1. The purpose of this compact is to provide mutual aid among the counties and their respective municipalities listed in Section III in meeting any emergency resulting from nuclear attack or any other act of war, natural or man-made disaster. The prompt, full and effective utilization of the resources of the respective counties, including such resources that may be available from the state or federal governments or any other source, are essential to the safety, care and welfare of the people thereof in the event of enemy attack or other emergency, and any other resources including personnel, equipment or supplies,

MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 18, 2016

shall be incorporated into a plan or plans of mutual aid. The Director members of the North Alabama Mutual Assistance Association shall constitute a committee to formulate plans and take all necessary steps for the implementation of this agreement.

Article 2. It shall be the duty of each party county and municipality to formulate plans for implementation of this agreement with a free exchange of information and plans, including inventories of materials, equipment, and other resources available for carrying out provisions of this agreement.

Article 3. Any mutual aid assistance should be requested through the local Emergency Management Director/Coordinator in the requesting county. Any party county or municipality requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof: Provided, that it is understood that the county or municipality rendering aid may withhold resources to the extent necessary to provide reasonable protection for such county or municipality. Each party to this agreement shall extend to the Emergency Management/Civil Defense forces of any other party county or municipality, while operating within the receiving jurisdiction under the terms of this agreement, the same powers (except that of arrest unless specifically authorized by the receiving county or municipality), duties, rights, privileges and immunities as if they were performing their duties in the county or municipality in which normally employed or rendering services. Emergency Management/Civil Defense forces will continue under the command and control of their regular and normal leaders, but the organizational units will come under the operational control of Emergency Management/Civil Defense authorities of the county or municipality receiving assistance.

Article 4. Wherever any person holds a license, certificate or other permit issued by any county or municipality evidencing the meeting of qualifications for professional, mechanical or other skills, such person may render aid involving such skill in any party county or municipality to meet an emergency or disaster, and such county or municipality shall give due recognition to such license, certificate or other permit as if issued in the county or municipality in which aid is rendered.

Article 5. Each county or municipality, and each Emergency Management/Civil Defense worker, and certain other individuals or groups, shall not be liable for the death of or injury to persons, or for damages to property as a result of certain Emergency Management/Civil Defense activity while complying with or reasonably attempting to comply with Chapter 9 of Title 31, Code of Alabama 1975, as amended, and any order, rule or regulation promulgated pursuant thereto.

MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 18, 2016

Article 6. Nothing herein contained shall preclude any party county or municipality from entering into supplementary agreements with other party counties or municipalities. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation, and communications personnel, equipment and supplies.

Article 7. Each party county or municipality shall provide for the payment of compensation and death benefits to full-time employees of such county or municipality who are members of the Emergency Management/Civil Defense forces of that county or municipality, and who sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained in any other county or municipal employment. Each party county or municipality agrees to furnish a copy of this agreement to its workmen's compensation insurance carrier, and if applicable, to the administrative agency or carrier responsible for administering any pension law in behalf of said county or municipality.

Article 8. Any party county or municipality rendering aid in another county or municipality pursuant to this agreement shall be reimbursed by the party county or municipality receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such requests: Provided that any two or more party counties or municipalities may enter into supplementary agreements establishing a different allocation of costs among those counties or municipalities. The United State Government or the State of Alabama may relieve the party county or municipality receiving aid from any liability and reimburse the party county or municipality supplying Emergency Management/Civil Defense forces for the compensation paid to and the transportation, subsistence, and maintenance expenses of such forces during the time of such aid or assistance and may also pay fair and reasonable compensation for the use or utilization of supplies, materials, equipment or facilities so utilized or consumed.

Article 9. Plans for the orderly evacuation and reception of the civilian population as a result of an emergency or disaster shall be worked out from time to time between representatives of the party counties or municipalities. Such plans shall include the manner of transporting such evacuees, the number of evacuees to be received, the manner in which food, clothing, housing and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends and the forwarding of such evacuees to other areas or the bringing in of additional materials, supplies and all other relevant factors. Such plans shall provide that the party county or municipality receiving evacuees shall be reimbursed generally for the out-of-pocket expenses incurred in receiving medicines and medical care and like items. Such expenditures shall be reimbursed by the party county or municipality

MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 18, 2016

of which the evacuees are resident or by the United States Government or State of Alabama under approved plans. After the termination of the emergency or disaster, the party county or municipality of which the evacuees are resident shall assume the responsibility for the ultimate support or repatriation of such evacuees.

Article 10. This agreement shall be operative immediately upon its ratification by any county or municipality as between it and any other county or municipality so ratifying. Ratification is indicated by the signature of the Chief Executive of the county or municipality and the Emergency Management/Civil Defense Director/Coordinator of that respective jurisdiction after being approved by the governing body of the county or municipality. Duly authenticated copies of this agreement will be deposited with each government entity ratifying and with the Emergency Management/Civil Defense Agency represented by the entity.

Article 11. This agreement shall continue in force and remain binding on each party county or municipality until the governing body of a county or municipality takes appropriate action to withdraw therefrom. Such action shall not be effective until thirty (30) days after notice thereof has been sent by the Chief Executive of the party county or municipality desiring to withdraw to all other party counties or municipalities.

Article 12. This agreement shall be construed to effectuate the purposes stated in Article 1. hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of this agreement and the applicability thereof to other persons and circumstances shall not be affected thereby. Nothing contained in this agreement shall be construed as a limitation of powers of granted counties or municipalities to enter into other agreements relating to civil defense in an emergency, or impairing in any respect the force and effect thereof.

VI. CONCEPT OF OPERATIONS

- A. Approval of this Agreement also signifies the adoption of the Emergency Operations Plan for Mutual Assistance Deployment developed for this purpose by the NAMA and authorizes the implementation of that plan as the method under which Mutual Aid Operations and the provisions of this agreement will be carried out.
- B. All existing and future manpower, equipment, and supply resources of all party counties and municipalities to this agreement are hereby jointly made available for regional response to any disaster or major emergency which may occur within the sixteen county area, when requested by the affected county's Emergency Management Director/Coordinator.

MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 18, 2016

- C. The Emergency Management/Civil Defense Directors/Coordinators of the NAMA party counties and their respective municipalities, with the full and active participation and cooperation of all law enforcement, fire, rescue, medical, welfare, public works, and other resource agencies, are hereby authorized and directed to respond as necessary under the Emergency Operations Plan for Mutual Assistance Deployment to most efficiently utilize existing and future resources of the party counties and municipalities.
- D. Further, the Emergency Operations Plan for Mutual Assistance Deployment will be tested in such manner and frequency deemed necessary to insure its effectiveness and to keep it current so as to provide for the greatest possible efficiency and effectiveness in coping with disasters or major emergencies occurring anywhere within the specified region.

VII. RATIFICATION

This agreement shall become binding and obligatory when it shall have been signed by the Chief Executive Officer (Mayor, Commission Chairman, Probate Judge, etc.) of the participating county and/or municipality after approval by the governing body of the County and/or municipality authorizing such signature and approving the existing Emergency Operations Plan for Mutual Assistance Deployment developed by the North Alabama Mutual Assistance Association.

This Agreement Approved this the 18th day of April, 2016.

For Limestone County

By _____
Chairman, Limestone County Commission

Limestone County Emergency Management Director

Attest:

Limestone County Administrator

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 18, 2016

MOTION was made by Steve Turner and seconded by Stanley Hill to authorize the Chairman to execute an agreement for Service with EarthLink that includes E911 Addressing, in the amount of \$2,022.06 per month for three years.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Stanley Hill, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Stanley Hill and seconded by Jason Black to approve the following budget revision:

Department	Account Number	Title of Line Item	Amount
Pryor St. – Veterans Museum	112-57530-231	R & M Building	+\$2,900.00
	112-35910-000	Budgetary Fund Balance	-\$2,900.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Stanley Hill and seconded by Ben Harrison to promote Corey Watkins to Equipment Operator II in District 1.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Ben Harrison, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Steve Turner to employ Cathy Lamb as a License Tag Clerk.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Steve Turner, aye; Stanley Hill, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Ben Harrison to go into executive session to discuss a merit increase. Motion failed for lack of a second.

MOTION was made by Steve Turner and seconded by Jason Black to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 18, 2016

Name	Position	Effective Date	Current Rate Per Hour	New Rate Per Hour
Kelly Adams	Tax Collection Clerk	4/23/16	16.33	16.84
Brenda Bridgeforth	Homemaker	4/07/16	12.40	12.79
Mitzi Cooley	License Tag Clerk	4/07/16	14.33	14.78
Joseph Jackson	Equipment Operator II	4/07/16	13.89	14.33
Lauri King	Senior Rx/SHIP Rep.	4/05/16	14.78	15.24
Darron Lewter	Grounds/Building Worker	4/07/16	11.66	12.02
David Martinez	Corrections Officer	4/07/16	15.98	16.53
Tracy McConnell	Nutrition Site Manager	4/05/16	16.33	16.84
Milton Pepper	Equipment Operator III	4/07/16	18.04	18.61
Jennifer Reece	C.O.A. Assistant Director	4/06/16	27.57	28.43
Wanda Reese	Investigative Assistant	4/04/16	15.24	15.72
William Royals	Lieutenant	4/07/16	30.46	31.41
James C. Smith	Corrections Officer	4/15/16	15.55	16.03
Rickey Smith	Asst. Sup. County Bldgs.	4/08/16	16.33	16.84
Delores Thompson	Volunteer Coordinator	4/07/16	14.78	15.24
Ricky Thompson	Superintendent County Bldgs.	4/16/16	24.36	25.13
Leigh Todd	Appraisal Clerk	4/29/16	16.33	16.84
Andrew Vanschoiack	Corrections Sergeant	4/26/16	24.94	25.73
Michelle Williamson	Public Relations Coordinator	4/20/16	18.75	19.34

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, nay. Motion carries.

County Engineer Bryant Moss discussed the recent ALDOT accident involving a motorist that entered a work zone, injuring one and killing another. He requested motorist to slow down and give consideration to the road crews, so at the end of the day, all employees can return home safely.

MOTION was made by Ben Harrison and seconded by Jason Black to approve litter crews to operate eight hours per day for four days per week for the remainder of FY 2016.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Stanley Hill and seconded by Jason Black to approve to pave Ardmore Senior Center and Safe Room parking lot; to be reimbursed.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MINUTES, LIMESTONE COUNTY COMMISSION, APRIL 18, 2016

Commissioner Hill said the Thach Road project is underway.

Commissioner Turner reported work to replace drainage pipe on Newby Road, between Mooresville and Gray Road, is complete. He said drivers should expect loose stone.

Commission Black stated that right-of-way cutting will begin in June. He encouraged motorists to slow down when road crews are working and to adhere to the caution signs and flagmen.

Commissioner Harrison said they are finishing up prep work for the repaving of Anderson Road.

Chairman Yarbrough announced the Limestone County Farmer's Market will open the first Tuesday in May.

Recessed at 10:20 a.m. until 10:00 a.m. on Wednesday, April 27, 2016, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.