

AGENDA
COOSA COUNTY COMMISSION
January 13, 2015
9:30 AM

WELCOME

PUBLIC COMMENT Mr. Harrison-Ferry Property Camp Mitchell

ELECTED OFFICIAL COMMENT

CALL TO ORDER

COMMISSION ROLL CALL

INVOCATION, PLEDGE OF ALLEGIANCE

APPROVE AGENDA

READING OF MINUTES

AWARDS AND PRESENTATIONS

CONSENT AGENDA- MOTION AND SECOND TO APPROVE

Motion- to authorize Chairman, Vice Chairman and or Administator to issue and sign checks for payment of monthly expenses and payroll.

Changes in employees: job description, salary, work hours, status (2 Attachments)

NEW BUSINESS

Solid Waste Management Plan open for public comment and review from January 16, 2015 until February 17, 2015. Public Hearing on February 17, 2015 at 9:00 a.m.

Association of Volunteer Fire Departments 2014 Expenditure Reports

Employee Job Performance hearing

OLD BUSINESS

STAFF REPORTS

Administrator- ACCA District Meetings begin January 22, 2015 in Prattville. All Commissioners are registered to attend.

Engineer

Attorney

EMA

Courthouse Maint.

Nutrition

Safety Coordinator

DISCUSSION ITEMS BY COMMISSIONER

Attachments: Jamie D. Thornton-Office Assistant Hire date 01-02-2015, rate \$11.50 per hour.
Kerry D. Hamlin-Corrections Officer Hire date 01-06-2015, rate \$11.08 per hour.

Adjourn: M_____ 2nd _____

COOSA COUNTY COMMISSION MINUTES

JANUARY 13, 2015

9:30 AM

(STATE OF ALABAMA)
()
(COOSA COUNTY)

PUBLIC COMMENT

MR. HARRISON SPOKE TO THE COMMISSION ABOUT FERRY PROPERTY AT CAMP MITCHELL.

January 13, 2015

Re: Plot 13-A (1/10 of an acre)
Requesting a quick-claim deed
Plot is washing away

To: Coosa County Commissioners

From: Meredith Leslie and Tommie R. Harrison

Coosa County property owners: 129 Old Ferry Rd., Verbena, and 133 Old Ferry Rd., Verbena. (The property is located on the Ferry Rd., just below Mitchell Dam. near the gas pipeline. This is south of the old Ferry Landing.)

We have been owners and residents since 1994. We have maintained the parcel in question, keeping the grass cut and trying to maintain the shore line. The parcel is washing away!

The parcel we are discussing is No. 13-A on the maps. The property is described in our deeds as "common usage" property for the surrounding property owners. According to Alabama Power, Coosa County is the owner of this parcel.

Our request is to ask the Commission to grant us some legal documentation, such as a quick claim deed, so that we can legally work with Alabama in securing the shore, which is fast eroding. See photographs. We cannot get a permit until we have some legal ownership. We are very concerned as erosion is causing the small piece of land to wash away, and we cannot get to our property when the water is up, as seen in the photos.

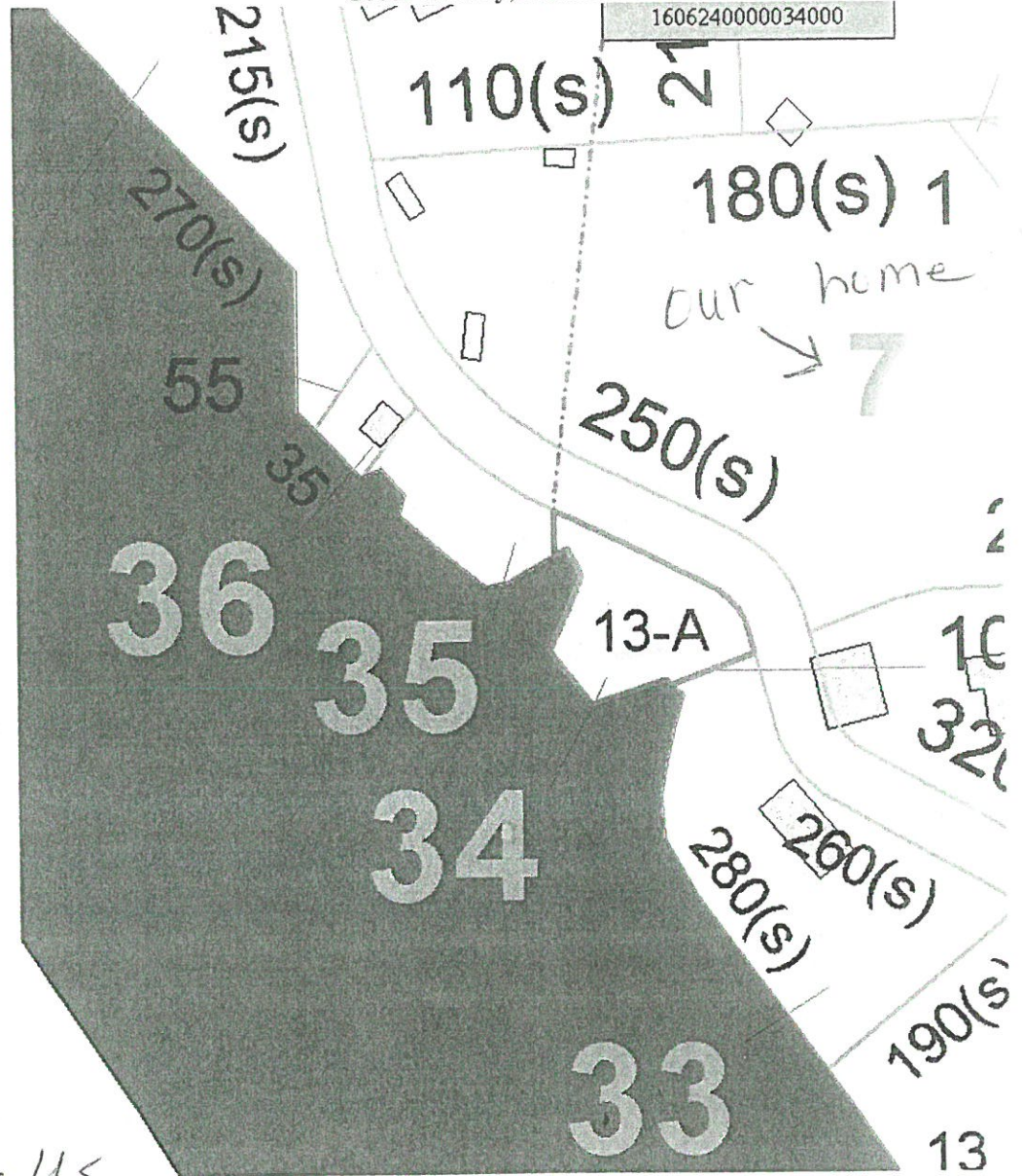
Thanks to each of you for considering this request. We can be reached at 205-663-7146 or 205-937-6432. Our mailing address is 132 Tall Timber Rd., Alabaster, AL 35007. Our email is: trlh1961@att.net.

Meredith Harrison
Tommie Harrison

①

Coosa County, Alabama

1606240000034000



Copyright 2009

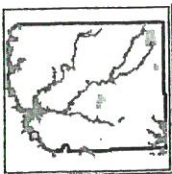
160624000007000
16 06 24 0 000 007.000
HARRISON TOMMIE R &
MERIDITH
132 TALL TIMBER RD

us

160624000008000
16 06 24 0 000 008.000
HARRISON TOMMIE R &
MERIDITH
132 TALL TIMBER RD

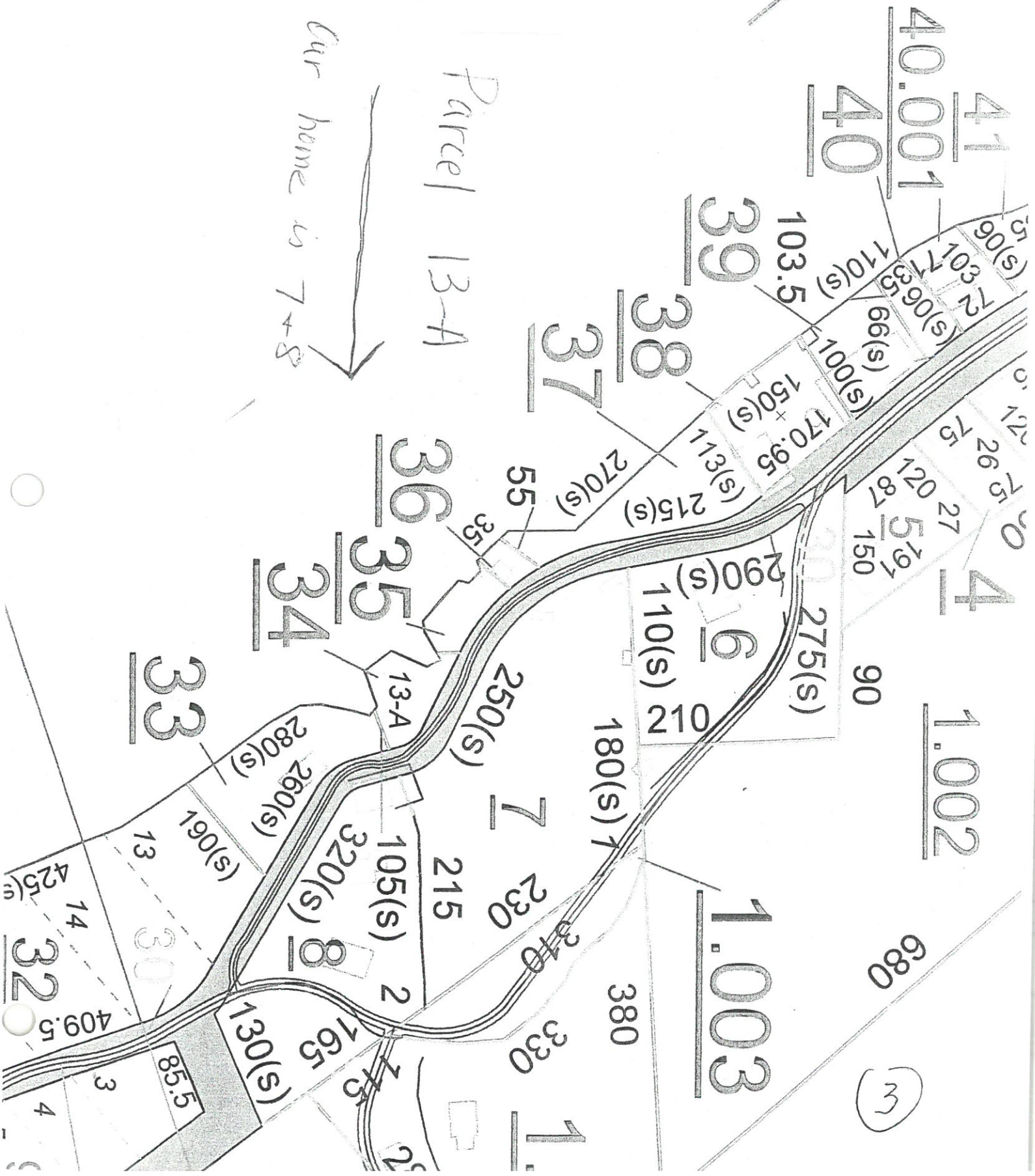
us

Records 11 - 12
Found 12 record(s)

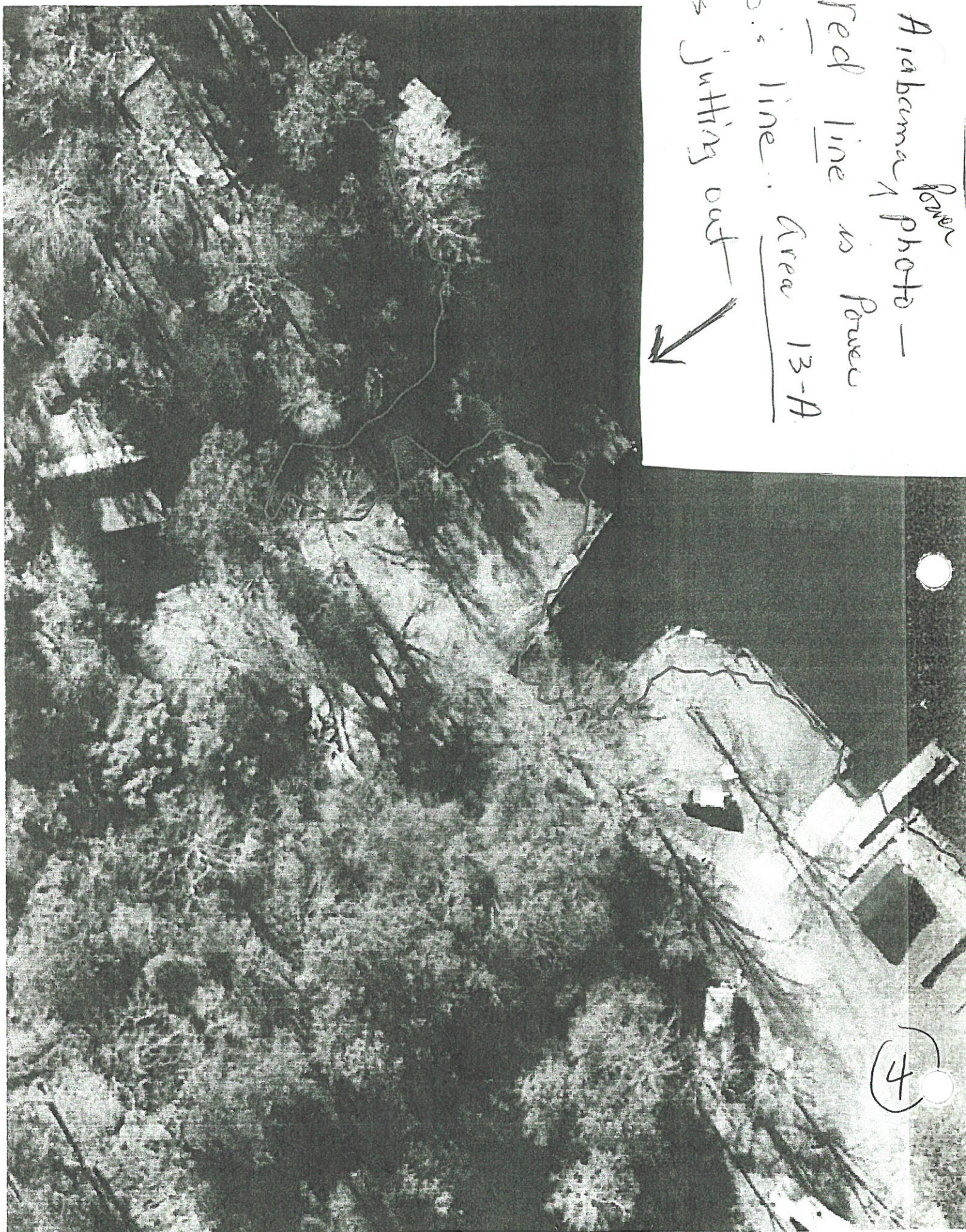


13-A Parcel (1/10 acre)

Cur home is 7 + 8



Power
Alabama photo -
Red line is Power
Co.'s line. Area 13-A
is jutting out



(4)

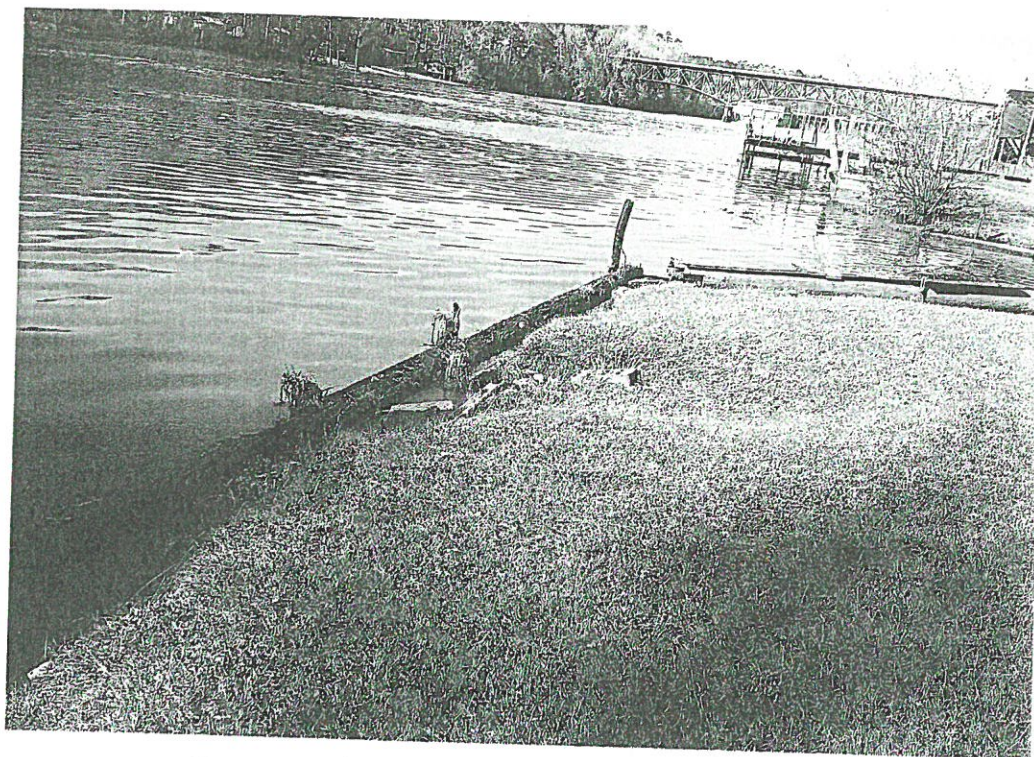
Jan 4, 2015 - Our road under water
with 17 gates open (Mitchell Dam)



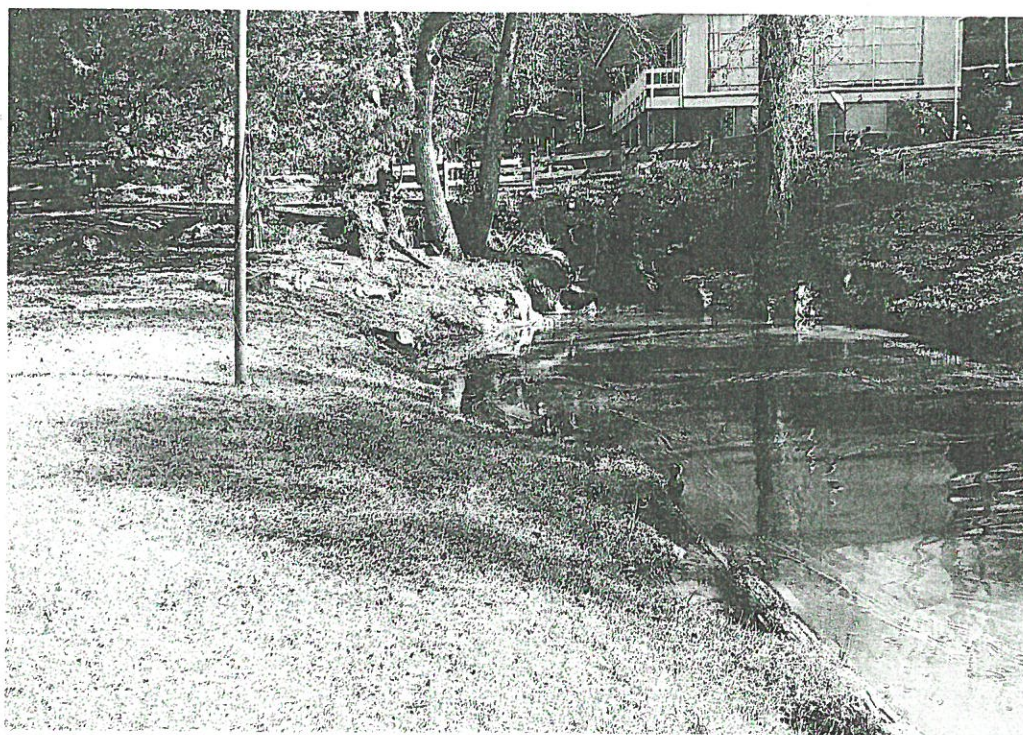
"Parcel 13-A" under water + eroding fast

2518

Plot 13-A- (west-side)



Jan. 10, 2015

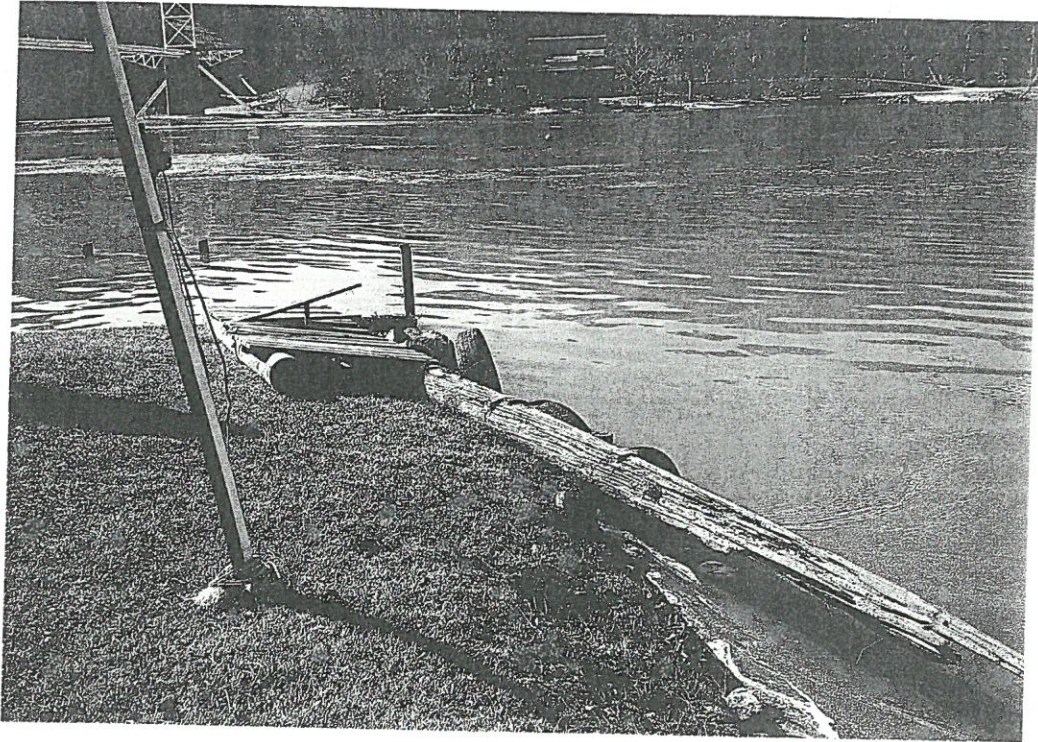


Jan 10, 2015

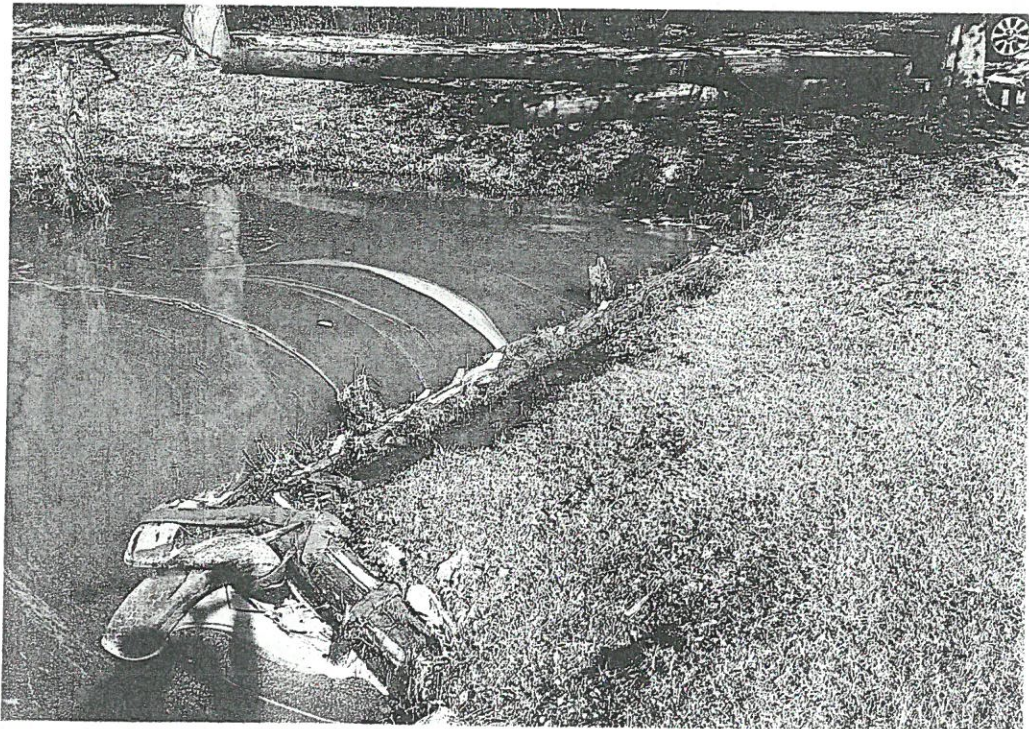
South-side 13-A

(6)

Plot - 13-A

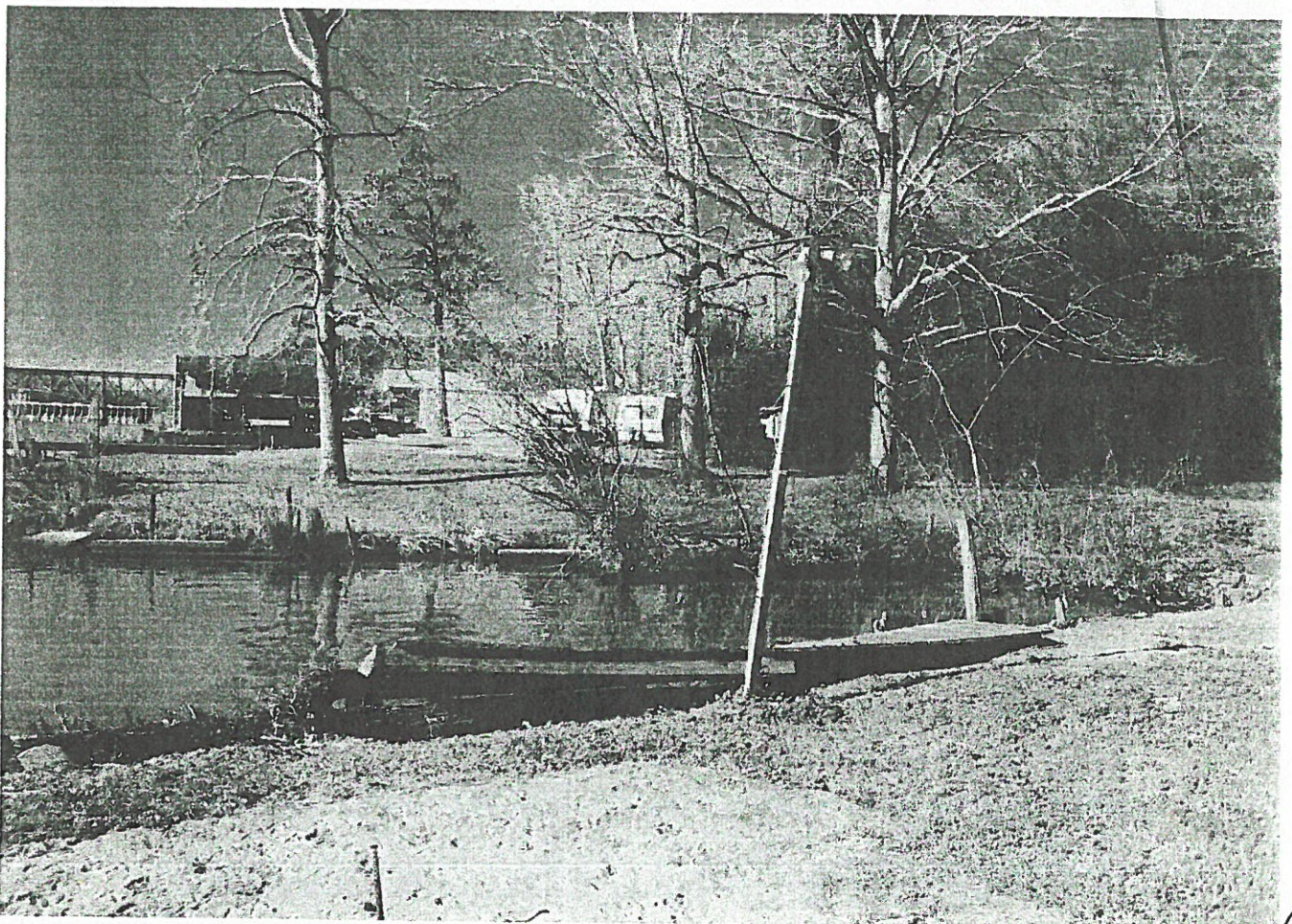
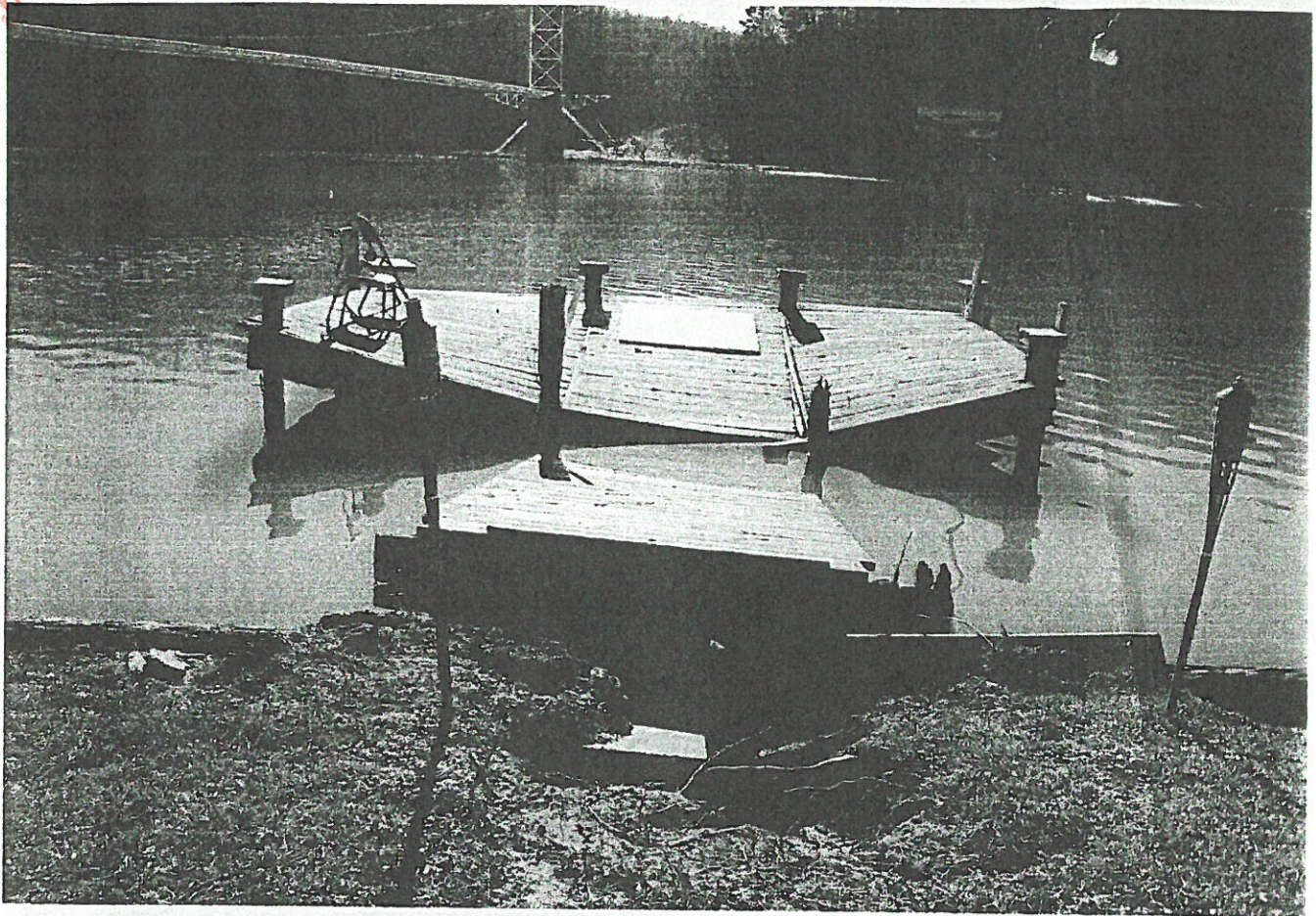


Northside views



(7)

This is how our pier
looked



near below
~~Manna Jones~~ / Jordan 1-21-09

June 16, 2009



9-23-13

Mr. Leslie Harrison
132 Tall Timber Road
Alabaster, Alabama 35007

RE: Application to construct a Pier

Dear Mr. Harrison:

This letter is to inform you that Alabama Power Company cannot issue a permit to you to construct a pier on property adjacent to Lake Jordan. After having some one in our Information Center perform a search on this area, it was determined that the area located behind the road seems to be the parcel reserved for the homeowners for parking. No evidence was found that the County has abandoned this parcel. It is still being accessed to the County and in speaking to one of the Commissioners; they do not want the responsibility of a pier being replaced along the shoreline.

✓ I would advise you to go before the County Commission with your request. Alabama Power can issue a permit to the County or if they agree to abandon the property and quit claim it to you, we would, under those circumstances issue a permit to you to construct the pier.

I apologize for not having this information when you stopped by our office last week. It is with regret that I cannot issue a permit to you. Alabama Power can only issue a permit to someone who provides a deed in their name for the adjacent property. We recognize all the work you have put into keeping up the area and we sincerely hope that the County will work with you in your attempt to keep this area in a good and safe state of repair.

I will hold your application on file and if the circumstances change, please feel free to call our office at 205-755-4420.

Sincerely,

Gala R. Wheat

Gala R. Wheat
Land Management, North Region
Clanton Office

Candice Hager

9

LINDA GOSWICK GAVE A PROPOSAL TO THE COMMISSION ABOUT STORAGE FOR THE SENIOR CENTER VAN.

Larry Liveoak Construction Co.
25089 Coosa County Rd. 29
Sylacauga, AL. 35151

205-365-6387


PROPOSAL

DATE	Proposal #
2/27/2014	6

Submitted To:

West Coosa Senior Center
 47 Coosa County Rd 70
 Sylacauga, AL. 35151

Attention: Linda Goswick

DESCRIPTION	AMOUNT
Furnish all labor, equipment & materials to furnish (1) Metal Building, size: 30' X 40' X 14' (2) 10' Wide X 12 High Roll-Up Doors. (1) 8 X 7 Roll-Up Door. (1) 3'0" X 7'0" Walk Door. Gutters & Downspouts. Pour (1) Concrete Pad 30' X 40' X 4" <i>6'?</i> (2) Ramps, Size: 30' X 4' X 4" 8' X 4' X 4" <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-top: 10px;">Approval</div> <i>15 Passenger</i> <i>Wheel Chair VAN</i>	20,400.00 20,400.00
	Total 20,400.00

EagleCarports

"Flying High With Great Deals"

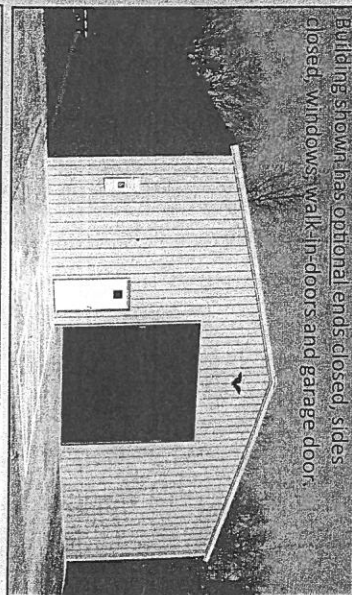


COMMERCIAL GRADE

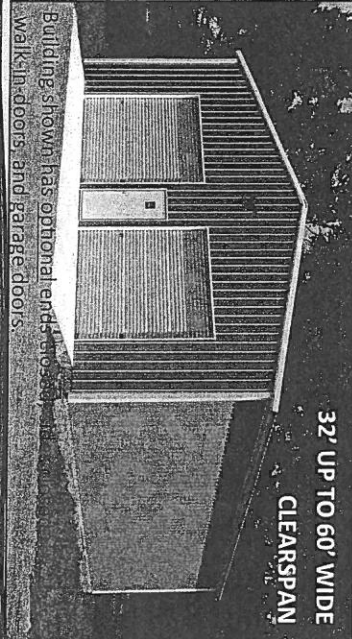
ALL STATES EXCEPT FL

14 Gauge CERTIFIED 20PSF/120MPH, 12 Gauge CERTIFIED 30PSF/130MPH

Building shown has optional ends closed, sides closed, windows, walk-in doors and garage door.

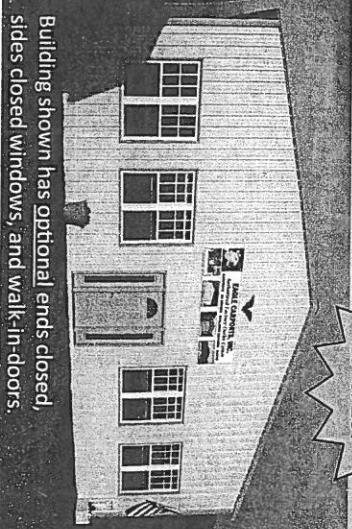


Building shown has optional ends closed, walk-in doors and garage doors.



32' UP TO 60' WIDE
CLEARSPAN

Building shown has optional ends closed, sides closed windows, and walk-in doors.



FREE
Installation
On Your
Level Lot*

Eagle Lock™ Truss System

STANDARD FEATURES INCLUDE: 14 Gauge Frame, 29G Vertical Roofing, Bows 10' on center or less, Engineered truss system for roof and legs.

32x20	34x20	36x20	38x20	40x20	42x20	44x20	46x20	48x20	50x20	52x20	54x20	56x20	58x20	60x20
\$4,750	\$4,985	\$5,260	\$5,530	\$5,800	\$6,235	\$6,531	\$6,828	\$7,125	\$7,422	\$7,718	\$8,015	\$8,312	\$8,609	\$8,906
32x30	34x30	36x30	38x30	40x30	42x30	44x30	46x30	48x30	50x30	52x30	54x30	56x30	58x30	60x30
\$6,770	\$7,135	\$7,495	\$7,860	\$8,220	\$8,886	\$9,309	\$9,731	\$10,154	\$10,578	\$11,000	\$11,424	\$11,847	\$12,270	\$12,693
32x40	34x40	36x40	38x40	40x40	42x40	44x40	46x40	48x40	50x40	52x40	54x40	56x40	58x40	60x40
\$8,700	\$9,190	\$9,680	\$10,160	\$10,640	\$11,418	\$11,962	\$12,506	\$13,049	\$13,593	\$14,137	\$14,680	\$15,225	\$15,768	\$16,310
32x50	34x50	36x50	38x50	40x50	42x50	44x50	46x50	48x50	50x50	52x50	54x50	56x50	58x50	60x50
\$10,640	\$11,250	\$11,850	\$12,460	\$13,025	\$13,965	\$14,630	\$15,295	\$15,960	\$16,625	\$17,290	\$17,955	\$18,620	\$19,285	\$19,950
32x60	34x60	36x60	38x60	40x60	42x60	44x60	46x60	48x60	50x60	52x60	54x60	56x60	58x60	60x60
\$12,580	\$13,300	\$14,030	\$14,760	\$15,480	\$16,511	\$17,298	\$18,083	\$18,870	\$19,656	\$20,442	\$21,228	\$22,015	\$22,801	\$23,587

CLAY

RAWHIDE

EVERGREEN

WHITE

EARTH BROWN

PEWTER GRAY

BLACK

BARN RED

QUAKER GRAY

SLATE BLUE

BURGUNDY

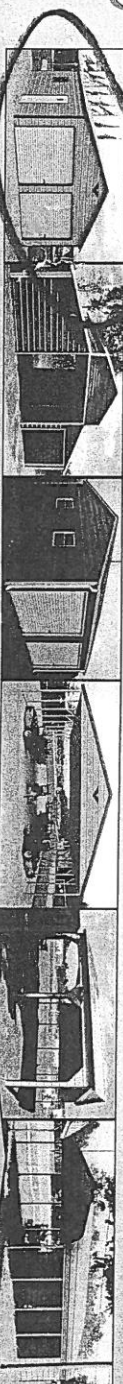
PEBBLE BEIGE

SANDSTONE

Financing Available

"ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE"

Actual colors may vary slightly.



CALL YOUR LOCAL DEALER

Engineer Plans
Available at
additional Cost.

ALSO AVAILABLE
CARPORTS, GARAGES, TRIPLE WIDES,
BARNs, STORAGE UNITS, CUSTOM

NOTES: Frame lengths are 20', 30', etc., vertical roofs have no overhang front or back. **MUST BE PLACED ON CONCRETE** either on slab, footers or piers. Customer must supply lift for installation.*

See online estimate www.eaglecarports.com

©2012 Eagle Carpo Inc. 3/13

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE ON JANUARY 13, 2015 FOR ITS REGULAR SCHEDULED MEETING WITH CHAIRMAN, TODD ADAMS PRESIDING.

COMMISSION ROLL CALL CONSISTED OF CHAIRMAN, TODD ADAMS, RANDALL DUNHAM, VICE CHAIRMAN, BERTHA KELLY, UNZELL KELLEY AND PAUL PERRETT.

INVOCATION WAS GIVEN BY RANDALL DUNHAM. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

AGENDA

MOTIONED BY PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO APPROVE THE FOLLOWING AGENDA WITH AMENDMENT OF REMOVAL OF TIME FOR EMPLOYEE JOB PERFORMANCE HEARING AND ADDITION OF PLACEMENT OF WEST COOSA GARAGE FOR VAN STORAGE. UNANIMOUSLY APPROVED.

MOTIONED BY RANDALL DUNHAM AND SECONDED BY TODD ADAMS TO DISPENSE WITH THE READING OF THE MINUTES OF THE LAST MEETING. UNANIMOUSLY APPROVED.

CONSENT AGENDA

MOTIONED BY RANDALL DUNHAM AND SECONDED BY PAUL PERRETT TO AUTHORIZE CHAIRMAN, VICE CHAIRMAN AND OR ADMINISTRATOR TO ISSUE AND SIGN CHECKS FOR PAYMENT OF MONTHLY EXPENSES AND PAYROLL. UNZELL KELLEY ABSTAINED. UNANIMOUSLY APPROVED.



Coosa County Sheriff's Office

Terry Wilson, Sheriff

296 School Street • P. O. Box 279

Rockford, Alabama 35136

Office: 256-377-4922/1803 • Fax 256-377-1244

Jail: 256-377-2211 • Fax 256-377-2690

Email: office@coosaso.com • Website: www.coosacountyso.org



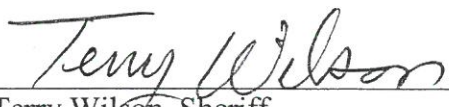
MEMO

To: Coosa County Commission
From: Coosa County Sheriff's Office
Date: January 2, 2015
RE: Jamie Drury Thornton – New Hire

Message:

Jamie Drury Thornton is employed by the Coosa County Sheriff's Office as an Office Assistant effective today, January 2, 2015. Thornton's rate of pay will be \$11.50 per hour. On completion of her six (6) month probationary period, she will receive an increase in pay.

This memorandum for record will remain in effect until further notice.



Terry Wilson, Sheriff

RECEIVED
COOSA COMMISSION
JAN 2 2015
PO BOX 10



Coosa County Sheriff's Office

Terry Wilson, Sheriff

296 School Street • P. O. Box 279

Rockford, Alabama 35136

Office: 256-377-4922/1803 • Fax 256-377-1244

Jail: 256-377-2211 • Fax 256-377-2690

Email: office@coosaso.com • Website: www.coosacountyso.org



MEMO

To: Coosa County Commission
From: Coosa County Sheriff's Office
Date: January 6, 2015
RE: Kerry Dunaway Hamlin – New Hire

Message:

Kerry D. Hamlin is employed by the Coosa County Sheriff's Office as a Correctional Officer effective January 6, 2015. Hamlin's rate of pay will be \$11.08 per hour. On completion of her six (6) month probationary period, she will receive an increase in pay.

This memorandum for record will remain in effect until further notice.


Terry Wilson, Sheriff

RECEIVED
COOSA COMMISSION

JAN - 6 2015

PO BOX 10

NEW BUSINESS

MOTIONED BY UNZELL KELLEY AND SECONDED BY PAUL PERRETT TO PARTICIPATE IN THE SOLID WASTE MANAGEMENT PLAN PUBLIC HEARING ON FEBRUARY 17, 2015 AT 9:00 A.M. UNANIMOUSLY APPROVED.

NOTICE OF PUBLIC HEARING

CONCERNING SOLID WASTE

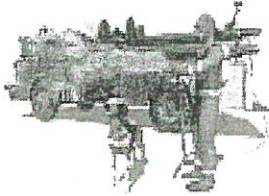
COLLECTION, HAULING AND DISPOSAL

Pursuant to Section 22-27-47 (f) of the Code of Alabama 1975 as amended, the Coosa County Commission will conduct a public hearing on February 17, 2015 at 9:00 a.m. Central Time, in the Coosa County Courthouse Commissioner's Courtroom, 9709 U.S. Highway 231, Rockford, Alabama, on proposed solid waste management plan. The proposed solid waste management plan includes information and plans concerning solid waste collection, recycling and disposal, unauthorized dump abatement, and other solid waste management needs and alternatives. Goals of the plan are to identify the origin and volume of waste currently being generated within the jurisdiction of Coosa County, to ensure that adequate waste collection, transportation and disposal facilities are available to the residents of Coosa County at a reasonable cost, to offer guidelines for future management of solid waste generated within the jurisdiction of Coosa County, and to comply with applicable statutes and regulation.

Copies of the proposed solid waste management plan are available for inspection at the Coosa County Commission office, 9709 US Highway 231, Rockford, Alabama 35136, telephone number 256-377-2420 during normal business hours from 8:00 a.m. until 4:00 p.m. Any member of the public may present data, views and arguments on the proposed solid waste management plan during the public comment period that will begin on January 16, 2015 and end on February 17, 2015 at the conclusion of the public hearing on the proposed solid waste management plan. Everyone is encouraged and invited to review the proposed solid waste management plan and to attend the public hearing, and to orally or in writing present data, views and arguments about the proposed solid waste management plan. If sending data, views and arguments in writing about the proposed solid waste management plan, please do so such that they are received by the Coosa County Commission before the conclusion of the public hearing.

Notice prepared and approved by: Sherrie Kelley – County Administrator on January 13, 2015

MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO ACCEPT THE ASSOCIATION OF VOLUNTEER FIRE DEPARTMENTS 2014 EXPENDITURES REPORT. UNANIMOUSLY APPROVED.



COOSA COUNTY
ASSOCIATION OF VOLUNTEER FIRE DEPTS.
228 Coosa County Road 157
Rockford, AL 35136

EQUALITY, GOODWATER, HANOVER, KELLYTON, MARBLE VALLEY,
RAY COMMUNITY, RICHVILLE, ROCKFORD, STEWARTVILLE, WEOGUFKA

January 12, 2015

Coosa County Commission
P O Box 10
Rockford, AL 35136

RE: Coosa County Volunteer Fire Departments 2014 Fire Fee
Expenditure Reports.

Dear Commissioner:

Attached you should find the 2014 Fire Fee Financial Reports that are due you for your review. Our volunteer fire department personnel responded to 81 forest fires that burned 197.7 acres, 89 structure fires, 7 vehicle fires, 149 miscellaneous calls, and 1,241 medical calls this past year. There were also numerous training courses provided for volunteer fire department personnel throughout the county to insure firefighter safety and enhance effective response skills while performing their emergency response efforts to assist people in need. It is the mission of all the volunteer fire departments in Coosa County to protect life and property of those that request our services. We appreciate your continued support and feel free to contact us with any questions or concerns you may have about our organization.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ricky Porch". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ricky Porch
President

Coosa County Association of Volunteer Fire Departments

Please Note: The Coosa County Association of Volunteer Fire Departments is only responsible for the information on the form CCAVD. All other information is solely the responsibility of the department doing the reporting.

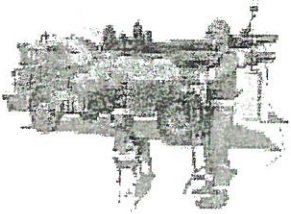
CCAVFD

PO Box 208
 Kellyton, AL 35089
 Office 256-234-5494 Fax 256-234-7613

DATE: January 1, 2015

Year of Fire Fee 2014

Allocated amount FOR YEAR		7,272.00
Expenditure description		AMOUNT
McDaniels Supply (Door for repeater building)		\$ 300.00
Edward Sharpe Construction (Installed door)		150.00
Bass Pro Shop (Sonar for boat)		2,552.99
HVFD (Equalization for the 5%)		1,941.00
MVVFD (Equalization for the 5%)		1,036.00
Wayne Windsor (pump Test)		2,200.00
Allcomm (EDR007/43371)		996.50
McCord Comm. (Antenna for GW Repeater)		973.53
VFIS Insurance		1,275.00
McCord Comm. (Communication Work)		2,823.75
AAVFD (Dues)		450.00
CAEC (Power Bill)		300.00
TOTAL Expenditures		\$ 14,998.77
Held in Reserve		\$ -
		0



COOSA COUNTY
ASSOCIATION OF VOLUNTEER FIRE DEPTS.
228 Coosa County Road 157
Rockford, AL 35136

EQUALITY, GOODWATER, HANOVER, KELLYTON, MARBLE VALLEY,
RAY COMMUNITY, RICHVILLE, ROCKFORD, STEWARTVILLE, WEOGUFKA

January 12, 2015

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President

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CCAVFD

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CAEC (Power Bill)		300.00
TOTAL Expenditures		\$ 14,998.77
Held in Reserve		\$ -
		0

Equality

DATE: January 10, 2015

FOR: 2014

Allocated amount FOR YEAR	12,379.00
Expenditure description	AMOUNT
Accounting & Professional	\$ 200.00
Education & Training	15.51
Fire Equipment	550.87
Fire Equipment Maintenance	45.00
Insurance	7,718.50
Janitorial Supplies	22.95
Building Maintenance	402.35
Office Supplies & Printing	440.36
Postage & Delivery	434.67
Electricity	1,777.39
Propane Heating	417.24
Telephone Listings	32.58
Vehicle Fues	1,337.51
Repairs & Maintaince/Vehides	61.48

	TOTAL Expenditures	\$ 13,456.41
	Held in Reserve	\$ (1,077.41)

GOODWATER

22534 AL HWY 9
GOODWATER, AL 35072
Phone 256-839-5521 Fax 256-839-5663

DATE: January 6, 2015

FOR: *Annual Fire Fee
Report*
2014 FUNDS

Allocated amount FOR YEAR		22617
Expenditure description		AMOUNT
ALLcomm (radio repair and purchase)		\$ 2,347.11
Sunbelt Fire (turnout gear)		8,174.68
Chief Supply (wildland turnout gear)		1,305.70
Jackson refrigeration (building maint)		793.50
Nafeco (pump repair, batteries, hose, rescue tool service)		1,086.80
GW auto parts (vehicle repair)		310.16
Post office (stamps)		10.80
	TOTAL Expenditures	\$ 14,028.75
	Held in Reserve	\$ 8,588.25

Hanover

DATE:

FOR:

2014

Allocated amount FOR YEAR		
Expenditure description		AMOUNT
VFIS - FIRE DEPT INSURANCE		3838.00
ALLCOMM WIRELESS - COMMUNICATIONS		380.00
HAYNES - EMERGENCY LIGHTING		328.30
YEARLY FUEL BILL-		479.83
OZARK SAFETY SERVICES		357.90
TOTAL Expenditures		\$ 5384.03
Held in Reserve		\$ 0 -

Kellyton Fire & Rescue

377 Firehouse Road
 Kellyton, AL 35089
 Office 256-234-5494 Fax 256-234-7613

DATE: January 1, 2015

Year of Fire Fee 2014

Allocated amount FOR YEAR		19,131.00
Expenditure description		AMOUNT
Money is in the Building account		
TOTAL Expenditures		\$ -
Held in Reserve		\$ 19,131.00

Marble Valley Volunteer Fire Dept.

2373 Coosa County Rd 5
 Sylacauga, Al 35151
 Phone 256-245-2494 Fax

DATE: December 5, 2014

FOR: 2014 Fire Fee Report

Allocated amount FOR YEAR		7,148.00
Expenditure description		AMOUNT
Insurance		\$ 6,233.00
Fuel & Oil		1,125.15
TOTAL Expenditures		\$ 7,358.15
Held in Reserve		\$ (210.15)

FOR: Annual Fire Fee Report

Amount Received for 2014	\$14,714.00
Expenditure Description	AMOUNT
Insurance	6046.00
Utilities	1514.00
Fuel	286.00
Station Supplies	900.00
Station & Equipment Maintenance	1003.00
Equipment	294.00
Total Expenditures	\$10,043.00
Held in Reserve	\$4671.00

Richville

DATE: 12/31/2014

FOR: 2014

Allocated amount FOR YEAR		10813.00
Expenditure description		AMOUNT
4/1/14 - VFIS - Check 1383		1610.00
6/16/14 - VFIS - Check 1397		1653.00
9/15/14 - VFIS - Check 1403		1653.00
12/16/14 - VFIS - Check 1414		1653.00
Central AL Elec Coop - EFT		1668.23
11/5/14 - T&T Outfitters - Check 1408		1210.00
UTV Trailer		
11/20/14 - Rick Spray Equipment - Check 1409		1351.00
ATV Skid Unit		
4/13/14 - Farco Plastic Supplies - Check 1384		121.00
Building Improvements		
TOTAL Expenditures		\$ 10919.23
Held in Reserve		\$ 0 -

Rockford

DATE: 12-8-14

FOR: 2014

Fire Fee Money

Allocated amount FOR YEAR		11,315.00
Expenditure description		AMOUNT
Insurance.		5742.00
Fire Equipment		1,035.38
Fuel		1,379.54
maintenance on truck's		1,783.35
All Comm Wireless		915.00
Alabama Power		346.29
Suburban Propane		400.39
	TOTAL Expenditures	\$ 11,101.97
	Held in Reserve	\$ 0 -

FOR: 2014

https://bn1-excel.officeapps.live.com/x/16.0.3327.1028/_layouts/xprintview.aspx?&NoAuth=1&sessionId=12.19606b10c42d1A85.1.V25.31096d4Bf9thk8fnXUdwPB... 1/1

Brannon Walker
Wecoguska Fire Chief

MOTIONED BY UNZELL KELLEY AND SECONDED BY PAUL PERRETT TO ENTER IN TO EXECUTIVE SESSION. UNANIMOUSLY APPROVED. RANDALL DUNHAM, BERTHA KELLY, PAUL PERRETT, TODD ADAMS AND UNZELL KELLEY VOTE YES.

MOTIONED BY UNZELL KELLEY AND SECONDED BY PAUL PERRETT TO EXIT OUT OF EXECUTIVE SESSION. UNANIMOUSLY APPROVED. TODD ADAMS, BERTHA KELLY, RANDALL DUNHAM, UNZELL KELLEY AND PAUL PERRETT VOTE YES.

MOTIONED BY UNZELL KELLEY AND SECONDED BY TODD ADAMS TO TERMINATE MAINTENANCE SUPERVISOR PAUL MCANALLY FOR WRONGFULLY USING COUNTY FUNDS FOR PERSONAL USE. UNANIMOUSLY APPROVED.

ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA

ACCA DISTRICT MEETINGS

Thursday, January 22, 2015
Marriott Legends at Capitol
Hill, Prattville, AL
(Elmore County)

Monday, January 26, 2015
Top of the Town inside the
Cullman Savings Bank
Building, Cullman, AL
(Cullman County)

Tuesday, January 27, 2015
Talladega International
Speedway Library,
Lincoln, AL
(Talladega County)

Tuesday, February 3, 2015
Marengo County Business
Development Center,
Linden, AL
(Marengo County)

Thursday, February 5, 2015
Bolden Cardwell Building,
Evergreen, AL
(Conecuh County)

Monday, February 9, 2015
Hoppergrass Restaurant,
Ozark, AL
(Dale County)

The 2015 Legislative Session will begin on March 3 and an important part of our preparation for the session is the District Meetings.

The District Meetings are vitally important to the life of our Association and help us prepare to play offense by advocating for legislation that would be positive for counties and play defense by working against legislation that would hurt county government.

During the meetings ACCA staff will report to you on the expectations for the 2015 Legislative Session and a number of other matters important to your county. As you all know, the success of the Association is directly linked to the level of participation by the membership. If you take an active role and work to support the Association, we can continue to provide excellent service to your counties. Because the Association is the only voice for county government in Alabama, it is important that counties work together.

All meetings will begin at 6 p.m. and the cost for ALL meetings will be \$20 per person. We encourage you attend the meeting that best fits your schedule. Register online at www.alabamacounties.org. Directions to each location will be emailed about a week before the meeting. If you have any questions regarding the district meetings please call the ACCA office or email Jennifer Datcher at jdatcher@alabamacounties.org.

**REGISTER ONLINE AT
WWW.ALABAMACOUNTIES.ORG**

GENERAL FUND

<u>WARRANT NO.</u>	<u>NAME OF CLAIMANT</u>	<u>CHARACTER OF CLAIM</u>	<u>AMOUNT</u>
15751	INSURANCE FUND	ACC/CANCER PREM.	740.62
15752	INSURANCE FUND	LIFE INS. PREM.	338.29
15753	AL PROBATE JUDGE ASSOC.	CONFERENCE	950.00
15754	SHERIFF DEPT.	ACT 2012-535	251.75
15755	FORD CREDIT	TAHOE PAYMENT	9,202.94
15756	7 CENT GAS TAX FUND	FUEL - DECEMBER	3,878.04
15757	PAYROLL FUND	PAYROLL W/E 1/9/15	55,081.73
15758	OPERATIONS FUND	EXPENDITURES 1ST PAY	10,289.99
15759	PAYROLL FUND	PAYROLL W/E 1/23/15	68,510.69
15760	US BANK OPERATIONS	2012 A WARRANT	16,749.51
15761	THE BANK OF NEW YORK	A WARRANT	4,260.75
15762	VERIZON	SERVICE	438.84
15763	INSURANCE FUND	BCBS - FEB	15,826.00
15764	OPERATIONS FUND	EXPENDITURES 2ND PAY	39,230.63
15765	SHERIFFS FUND	JAN BAIL BOND	226.71

7 CENT GAS TAX FUND

8168	INSURANCE FUND	ACC/CANCER PREM.	448.27
8169	INSURANCE FUND	LIFE INS. PREM.	209.70
8170	CENTER FOR GOVERNMENTAL SERVICES	COURSE 2	190.00
8171	PAYROLL FUND	PAYROLL W/E 1/9/15	31,157.69
8172	PAYROLL FUND	LOGGING INSPECTOR 1/9/15	256.52
8173	IRENE HOPE	RIGHT OF WAY	828.00
8174	JEAN SIMS	RIGHT OF WAY	828.00
8175	OPERATIONS	EXPENDITURES 1ST PAY	2,050.48
8176	PAYROLL FUND	PAYROLL W/E 1/23/15	32,700.22
8177	PAYROLL FUND	LOGGING INSPECTOR 1/23/15	256.52
8178	INSURANCE FUND	BCBS - FEB	8,930.00
8179	JUDGE OF PROBATE	RIGHT OF WAY DEED	35.00
8180	OPERATIONS FUND	EXPENDITURES 2ND PAY	11,614.56

ROAD & BRIDGE

457	OPERATIONS	EXPENDITURES 2ND PAY	1,225.88
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PUBLIC HWY & TRAFFIC

571	OPERATIONS	EXPENDITURES 1ST PAY	199.45
572	OPERATIONS	EXPENDITURES 2ND PAY	42.47

FOUR CENT GAS TAX FUND

637	7 CENT GAS TAX FUND	REIMB. WORK	81,479.00
638	7 CENT GAS TAX FUND	REIMB. WORK	41,656.42

REAPPRAISAL

2232	INSURANCE FUND	ACC/CANCER PREM.	58.47
2233	INSURANCE FUND	LIFE INS. PREM.	25.89
2234	PAYROLL FUND	PAYROLL W/E 1/9/15	3,820.60
2235	OPERATIONS	EXPENDITURES 1ST PAY	2,641.88

2236	PAYROLL FUND	PAYROLL W/E 1/23/15	3,819.79
2237	INSURANCE FUND	BCBS - FEB	1,671.00
2238	OPERATIONS FUND	EXPENDITURES 2ND PAY	1,185.62

NUTRITION

3098	INSURANCE FUND	ACC/CANCER PREM.	38.98
3099	INSURANCE FUND	LIFE INS. PREM.	17.26
3100	7 CENT GAS TAX FUND	FUEL - DECEMBER	300.65
3101	OPERATIONS	EXPENDITURES 1ST PAY	601.36
3102	PAYROLL FUND	PAYROLL W/E 1/23/15	4,850.92
3103	AT & T	SERVICE	190.25
3104	INSURANCE FUND	BCBS - FEB	876.00
3105	OPERATIONS	EXPENDITURES 2ND PAY	1,425.28

PUBLIC TRANSP

1772	INSURANCE FUND	ACC/CANCER PREM.	19.49
1773	INSURANCE FUND	LIFE INS. PREM.	8.63
1774	7 CENT GAS TAX FUND	FUEL - DECEMBER	223.08
1775	PAYROLL FUND	PAYROLL W/E 1/23/15	1,620.31
1776	INSURANCE FUND	BCBS - FEB	629.00

LAKE MARTIN IDA

1253	US BANK OPERATIONS	SERVICE	3,535.13
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INSURANCE

1140	AMERICAN HERITAGE LIFE INS. CO.	ACC/CANCER PREM.	1,305.83
1141	LINCOLN LIFE INS.	LIFE INS. PREM.	599.77
1142	SEIB	BCBS PREM - FEB.	44,148.00

BEER TAX

1241	GENERAL FUND	BEER TAX	3,698.02
1242	BOARD OF EDUCATION	BEER TAX	3,698.02


OPERATIONS

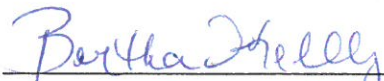
15360	ADVANCED DISPOSAL SERVICES	SERVICE	501.95
15361	ALABAMA POWER COMPANY	SERVICE	31.46
15362	ALAN WINGFIELD	REIMB.	179.94
15363	ALLCOMM WIRELESS	SERVICE	651.50
15364	CENTRAL ALABAMA ELECTRIC COOP	SERVICE	1,145.96
15365	CERIDIAN CORP.	SERVICE	94.60
15366	CHARTER COMMUNICATIONS	SERVICE	156.99
15367	CHILDERSBURG COMM WORK RELEASE	SERVICE	255.00
15368	CIT FINANCE LLC	SERVICE	132.04
15369	DELTA COMPUTER SERVICES	SERVICE	360.00
15370	DESIGN SOUTH	SERVICE	25.00
15371	FIRST RESPONSE PEST CONTROL, LLC	SERVICE	315.00
15372	QUALITY CORRECTIONAL HEALTH CARE	SERVICE	4,025.39
15373	ROCKFORD WATER & GAS	SERVICE	2,270.60
15374	ROYAL OFFICE EQUIPMENT CO INC.	SERVICE	733.45

15375	S & W MINICOMPUTER	SERVICE	2,485.00
15376	STEWARTVILLE WATER AUTHORITY	SERVICE	44.96
15377	SOUTHERN LINC	SERVICE	1,401.82
15378	SYSCON, INC.	SERVICE	30.00
15379	VOID	VOID	0.00
15380	GENERAL FUND	EXPENDITURES	942.50
15381	AT & T MOBILITY	SERVICE	51.55
15382	ACTION ALARM & AUDIO	SERVICE	980.00
15383	ALABAMA CARD SYSTEMS	SERVICE	222.27
15384	AL DEPT OF ENVIRONMENTAL MGMT	SERVICE	90.00
15385	AL DEPT OF LABOR	SERVICE	996.88
15386	AL DEPT OF TRANSP.	SERVICE	837.26
15387	AL PAPER	SUPPLIES	563.25
15388	AL POWER COMPANY	SERVICE	10,499.69
15389	BARBARA WHETSTONE	REIMB.	22.40
15390	BREVARD EXTRADITIONS, INC.	SERVICE	1,670.48
15391	BUSINESS CARD	SERVICE	69.98
15392	CENTURYLINK	SERVICE	3,618.64
15393	CERIDIAN CORP.	SERVICE	646.39
15394	CHARTER COMMUNICATIONS	SERVICE	214.99
15395	CHLORA MAY	REIMB.	8.96
15396	COOSA COUNTY NEWS	SERVICE	336.10
15397	EAST AL REGIONAL PLANNING & DEV	SERVICE	9,597.34
15398	ELECTION SYSTEMS & SOFTWARE	SERVICE	668.04
15399	ELIZABETH CALDWELL	REIMB.	134.76
15400	FORBUS AUTO SALES	SERVICE	1,092.14
15401	FLAGSHIP GIS, INC.	SERVICE	1,125.00
15402	G & C SUPPLY CO., INC.	SERVICE	275.00
15403	GULF STATE MOBILITY, INC.	SERVICE	89.25
15404	JOHN KELLY JOHNSON	REIMB.	700.00
15405	JOHNSTONE SUPPLY	SERVICE	198.15
15406	LAKE MARTIN AREA ECONOMIC DEV ALLIANCE	SERVICE	6,677.50
15407	MARION EMBRY	REIMB.	16.80
15408	P & G ENDEAVORS, INC.	SERVICE	61.00
15409	QUILL CORP	SERVICE	543.09
15410	RODGER FENNELL	REIMB.	31.92
15411	ROYAL OFFICE EQUIPMENT CO INC.	SERVICE	173.48
15412	S & S DISCOUNT TIRE INC.	SERVICE	671.26
15413	SARAH GRIGGS	REIMB.	11.20
15414	SOUTHERN PIPE	SUPPLIES	710.35
15415	SOUTHERN SOFTWARE, INC.	SUPPLIES	5,392.00
15416	TALX	SERVICE	229.00
15417	TRAFFIC SIGNS, INC.	SUPPLIES	1,403.39
15418	TURNER OIL	FUEL	2,538.38
15419	VOLKERT INC.	SERVICE	1,000.00
15420	WEX BANK	SERVICE	347.15
15421	CIT FINANCE LLC	SERVICE	209.40

ADJOURN


MOTIONED BY PAUL PERRETT AND SECONDED BY BERTHA KELLY TO ADJOURN UNTIL FEBRUARY 10, 2015. UNANIMOUSLY APPROVED.


CHAIRMAN, TODD J. ADAMS


VICE CHAIRMAN, BERTHA KELLY


PAUL PERRETT


UNZELL KELLEY


RANDALL DUNHAM

AGENDA
COOSA COUNTY COMMISSION
February 10, 2015
9:30 AM

WELCOME
PUBLIC COMMENT
ELECTED OFFICIAL COMMENT-
CALL TO ORDER
COMMISSION ROLL CALL
INVOCATION, PLEDGE OF ALLEGIANCE
APPROVE AGENDA
READING OF MINUTES-

AWARDS AND PRESENTATIONS –

CONSENT AGENDA- MOTION AND SECOND TO APPROVE

Motion- to authorize Chairman, Vice Chairman and or Administrator to issue and sign checks for payment of monthly expenses and payroll.

Changes in employees: job description, salary, work hours, status. (3 Attachments)

NEW BUSINESS

Mayor Caldwell and Charles Gillenwaters- road problem Goodwater

 Levy Ad Valorem taxes – for tax year 2014 by Act 2014-433 and all up coming years.

 Levy Fire Fee for county

 Engineer – request asset 400151 – 720 champion Motor grader be declared surplus and sold when repairs are completed.

 Engineer Resolution for County Road 66

 Engineer Resolution for County Road 91

 Revenue Commissioner- tax sale redemption certificate

 EMA- request adoption of South Alabama Mutual Assistance Agreement in addition to existing Alabama Mutual Aid System.

 Judge of Probate Software license and service agreement 1 year \$8,889.13

 E-911 Board expired terms.

New Business cont.

Coroner- request 2 deputy coroners

Credit Card usage- Administrator to find options and bring to Commission

Maintenance position- open for applications.

OLD BUSINESS

None

STAFF REPORTS

Administrator- ACCA sponsored Coffee@ the Courthouse Wednesday, February 11, 2015 at 9:30 a.m. Elmore County Courthouse. Coosa, Elmore and Autauga Counties.

Statement of Economic Interest for 2014 due April 30, 2015.

Engineer

Attorney Harrison- Camp Mitchell property

EMA**Courthouse Maint.****Nutrition-****Safety Coordinator-****DISCUSSION ITEMS BY COMMISSIONER**

Commissioner Perrett- 2015 Legislative Agenda

Attachments: Sheriff Dept.

Robert M. Price - Corrections Officer Hire date 02/02/2015, rate \$11.08 per hour.
Deputy Bradgel Moon promotion to Corporal/Night Shift Supervisor. Rate from \$13.28 to \$13.53 effective 01/24/2015.

Corrections Officer Charles Ebert promotion to Corporal/Training Officer. Rate from \$11.41 to \$11.65 effective 01/24/2015.

Recess: until 9:00 a.m. on February 17, 2015 for Public Hearing on Solid Waste Management plan renewal. M _____ 2nd _____

COOSA COUNTY COMMISSION MINUTES

FEBRUARY 10, 2015

9:30 A.M

(STATE OF ALABAMA)
()
(COOSA COUNTY)

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE ON FEBRUARY 10, 2015 FOR ITS REGULAR SCHEDULED MEETING WITH CHAIRMAN, TODD ADAMS PRESIDING.

COMMISSION ROLL CALL CONSISTED OF CHAIRMAN TODD ADAMS, VICE CHAIRMAN, BERTHA KELLEY, RANDALL DUNHAM, UNZELL KELLEY AND PAUL PERRETT.

INVOCATION WAS GIVEN BY UNZELL KELLEY. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

AGENDA

MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO APPROVE THE FOLLOWING AGENDA. UNANIMOUSLY APPROVED.

MOTIONED BY RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY TO DISPENSE WITH THE READING OF THE MINUTES OF THE LAST MEETING. UNANIMOUSLY APPROVED.

CONSENT AGENDA

MOTIONED BY PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO AUTHORIZE CHAIRMAN, VICE CHAIRMAN AND OR ADMINISTRATOR TO ISSUE AND SIGN CHECKS FOR PAYMENT OF MONTHLY EXPENSES AND PAYROLL. UNANIMOUSLY APPROVED.

02/02/2015 13:51

2563771244

COOSA COUNTY SHERIFF

PAGE 01/01



Coosa County Sheriff's Office

Terry Wilson, Sheriff

296 School Street • P. O. Box 279

Rockford, Alabama 35136

Office: 256-377-4922/1803 • Fax 256-377-1244

Jail: 256-377-2211 • 256-377-2690

Email: office@coosaso.com • Website: coosacountyso.org



MEMO

To: Coosa County Commission
 From: Coosa County Sheriff's Office
 Date: February 2, 2015
 RE: Robert Michael Price - New Hire

MESSAGE: New Hire

Robert M. Price is employed by the Coosa County Sheriff's Office effective today, February 2, 2015 as a Correctional Officer/Dispatcher. Price's rate of pay will be \$11.08 per hour. On completion of his six (6) months probationary period, he *will* receive an increase in pay.

This memorandum for record will remain in effect until further notice.

Terry Wilson
 Terry Wilson, Sheriff

RECEIVED
 COOSA COMMISSION

FEB - 2 2015

PO BOX 10

Payroll/Status Change Notice

Please Print

Routing ☒ Payroll ☒ Brittany ☐ _____
 Effective Date of Change 2/2/15 ☒ New Hire ☐ Change ☐ Separation
 Employee Name Price Robert M
 Social Security # _____ Employee/Payroll # _____ Dept. Sheriff Dept.

New Hire Information

Address _____ Street _____ City _____ State _____ ZIP Code _____
 Telephone # () _____ Date of Birth (for administrative use only) ____/____/____
 Status: ☐ Full-Time ☐ Part-Time ☐ Full-Time Temporary ☐ Part-Time Temporary ☐ Other _____
 Job Title _____ ☐ Exempt ☐ Non-Exempt ☐ Hourly W-4 Attached? ☐ Yes ☐ No

Change(s) for Current Employee

From	To	Comments
<input type="checkbox"/> Address Change		
<input type="checkbox"/> Demotion		
<input type="checkbox"/> Department		
<input type="checkbox"/> 401(k)/403(b) Contribution		
<input type="checkbox"/> Insurance Eligibility		
<input checked="" type="checkbox"/> Job Title		Corrections / Dispatch New hire
<input type="checkbox"/> Change of Insurance		
<input type="checkbox"/> Layoff		
<input type="checkbox"/> Length of Service Increase		
<input type="checkbox"/> Merit Increase		
<input type="checkbox"/> End of Introductory Period		
<input type="checkbox"/> Promotion		
<input type="checkbox"/> Reevaluation of Current Job		
<input type="checkbox"/> Rehire		
<input type="checkbox"/> Resignation		
<input type="checkbox"/> Retirement		
<input checked="" type="checkbox"/> Salary/Wage	11.08 hr	
<input type="checkbox"/> Separation		
<input type="checkbox"/> Shift Change		
<input type="checkbox"/> Transfer		
<input type="checkbox"/> Union Scale		
<input type="checkbox"/> Other		

Leave of Absence

Begin Leave ____/____/____ Return from Leave ____/____/____
☐ Educational ☐ Personal ☐ Family/Medical Leave (Including Pregnancy)
☐ Short-Term Disability ☐ Long-Term Disability ☐ Other _____

Separation

Separation Date ____/____/____ Last Day Worked ____/____/____ Last Day Paid ____/____/____
☐ Voluntary Separation ☐ Involuntary Separation Notice of COBRA Rights Provided on ____/____/____
 Election of COBRA ☐ Yes ☐ No Start Date of Coverage ____/____/____
 If yes, describe type of coverage elected: _____

Additional Comments

Employee Signature (Optional) _____ Date ____/____/____
 Supervisor/Designated Manager Signature _____ Name and Title _____ Date ____/____/____
 Human Resources/Payroll Manager Signature Sy Kelley Name and Title _____ Date 2/9/15



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Coosa County Sheriff's Office

Terry Wilson, Sheriff

296 School Street • P. O. Box 279

Rockford, Alabama 35136

Office: 256-377-4922/1803 • Fax 256-377-1244

Jail: 256-377-2211 • 256-377-2690

Email: office@coosaso.com • Website: coosacountyso.org



RECEIVED
COOSA COMMISSION

January 20, 2015

JAN 20 2015

Coosa County Commission
P O Box 10
Rockford, AL 35136

PO BOX 10

Dear Sirs:

I have decided to promote Deputy Bradgel M. Moon to Corporal/Night Shift Supervisor. Effective January 24, 2015, Deputy Moon will assume all authority and responsibility of this position. Furthermore, his salary is to be increased from \$13.28 to \$13.53 per hour effective this date.

Thank you for your assistance to this achievement.

Sincerely,

Terry Wilson
Terry Wilson
Sheriff

Payroll/Status Change Notice

Please Print

Routing ☒ Payroll

☒ Brittany

Effective Date of Change 1/24/15

☐ New Hire

☒ Change

☐ Separation

Employee Name moon

Bridgel

M.

Social Security # _____

Employee/Payroll # _____

Dept. Sheriff

New Hire Information

Address _____

Street

City

State

ZIP Code

Telephone # () _____

Date of Birth (for administrative use only) ____/____/____

Status: ☐ Full-Time ☐ Part-Time ☐ Full-Time Temporary

☐ Part-Time Temporary ☐ Other _____

Job Title _____ ☐ Exempt

☐ Non-Exempt

☐ Hourly

W-4 Attached? ☐ Yes ☐ No

Change(s) for Current Employee

Type	From	To	Comments
<input type="checkbox"/> Address Change			
<input type="checkbox"/> Demotion			
<input type="checkbox"/> Department			
<input type="checkbox"/> 401(k)/403(b) Contribution			
<input type="checkbox"/> Insurance Eligibility			
<input checked="" type="checkbox"/> Job Title			
<input type="checkbox"/> Change of Insurance			
<input type="checkbox"/> Layoff			
<input type="checkbox"/> Length of Service Increase			
<input type="checkbox"/> Merit Increase			
<input type="checkbox"/> End of Introductory Period			
<input checked="" type="checkbox"/> Promotion			<u>Corporal / Night Shift Supervisor</u>
<input type="checkbox"/> Reevaluation of Current Job			
<input type="checkbox"/> Rehire			
<input type="checkbox"/> Resignation			
<input type="checkbox"/> Retirement			
<input checked="" type="checkbox"/> Salary/Wage	<u>\$13.28 hr.</u>	<u>13.53 hr.</u>	<u>hr.</u>
<input type="checkbox"/> Separation			
<input type="checkbox"/> Shift Change			
<input type="checkbox"/> Transfer			
<input type="checkbox"/> Union Scale			
<input type="checkbox"/> Other _____			

Leave of Absence

Begin Leave ____/____/____ Return from Leave ____/____/____

☐ Educational

☐ Personal

☐ Family/Medical Leave (Including Pregnancy)

☐ Short-Term Disability

☐ Long-Term Disability

☐ Other _____

Separation

Separation Date ____/____/____ Last Day Worked ____/____/____ Last Day Paid ____/____/____

☐ Voluntary Separation

☐ Involuntary Separation

Notice of COBRA Rights Provided on ____/____/____

Election of COBRA ☐ Yes ☐ No

Start Date of Coverage ____/____/____

If yes, describe type of coverage elected: _____

Additional Comments

Employee Signature (Optional) _____

Name and Title

Date ____/____/____

Supervisor/Designated Manager Signature _____

Name and Title

Date ____/____/____

Human Resources/Payroll Manager Signature S J Kelley

Name and Title

Date 2/9/15



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Payroll/Status Change Notice #RS-A0504

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Coosa County Sheriff's Office

Terry Wilson, Sheriff

296 School Street • P. O. Box 279

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Office: 256-377-4922/1803 • Fax 256-377-1244

Jail: 256-377-2211 • 256-377-2690

Email: office@coosaso.com • Website: coosacountyso.org



January 20, 2015

Coosa County Commission
P O Box 10
Rockford, AL 35136

RECEIVED
COOSA COMMISSION

JAN 26 2015

PO BOX 10

Dear Sirs:

I have decided to promote C. O. Charles C. Ebert to Corporal/Training Officer. Effective January 24, 2015, C. O. Ebert will assume all authority and responsibility of this position. Furthermore, his salary is to be increased from \$11.41 to \$11.65 per hour effective this date.

Thank you for your assistance to this achievement.

Sincerely,

Terry Wilson
Sheriff

Payroll/Status Change Notice

Please Print

Routing ☒ Payroll

Effective Date of Change

1/24/15

☐ New Hire

☒ Change

☐ Separation

Employee Name

Last

Ebert

First

Charles

Middle

C.

Social Security #

Employee/Payroll #

Dept.

Sheriff Corrections

New Hire Information

Address

Street

City

State

ZIP Code

Telephone # ()

Date of Birth (for administrative use only) / /

Status: ☐ Full-Time ☐ Part-Time ☐ Full-Time Temporary

☐ Part-Time Temporary

☐ Other

Job Title

☐ Exempt

☐ Non-Exempt

☐ Hourly

W-4 Attached?

☐ Yes

☐ No

Change(s) for Current Employee

Type	From	To	Comments
<input type="checkbox"/> Address Change			
<input type="checkbox"/> Demotion			
<input type="checkbox"/> Department			
<input type="checkbox"/> 401(k)/403(b) Contribution			
<input type="checkbox"/> Insurance Eligibility			
<input checked="" type="checkbox"/> Job Title			
<input type="checkbox"/> Change of Insurance			
<input type="checkbox"/> Layoff			
<input type="checkbox"/> Length of Service Increase			
<input type="checkbox"/> Merit Increase			
<input type="checkbox"/> End of Introductory Period			
<input checked="" type="checkbox"/> Promotion			Corporal/Training Officer
<input type="checkbox"/> Reevaluation of Current Job			
<input type="checkbox"/> Rehire			
<input type="checkbox"/> Resignation			
<input type="checkbox"/> Retirement			
<input checked="" type="checkbox"/> Salary/Wage	\$ 11.41 hr	\$ 11.65 hr	
<input type="checkbox"/> Separation			
<input type="checkbox"/> Shift Change			
<input type="checkbox"/> Transfer			
<input type="checkbox"/> Union Scale			
<input type="checkbox"/> Other			

Leave of Absence

Begin Leave

Return from Leave

☐ Educational

☐ Personal

☐ Family/Medical Leave (Including Pregnancy)

☐ Short-Term Disability

☐ Long-Term Disability

☐ Other

Separation

Separation Date

Last Day Worked

Last Day Paid

☐ Voluntary Separation

☐ Involuntary Separation

Notice of COBRA Rights Provided on

Election of COBRA

☐ Yes

☐ No

Start Date of Coverage

If yes, describe type of coverage elected:

Additional Comments

Employee Signature (Optional)

Name and Title

Date

Supervisor/Designated Manager Signature

Name and Title

Date

Human Resources/Payroll Manager Signature

Name and Title

Date

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NEW BUSINESS

COMMISSION DISCUSSED A FLOODING ISSUE ON COUNTY ROAD 7 IN GOODWATER. DISCUSSION ONLY.

MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO APPROVE THE LEVY ADVALOREM TAXES FOR TAX YEAR 2014 BY ACT 2014-433 AND ALL UP COMING YEARS. UNANIMOUSLY APPROVED.

ANNUAL TAX LEVY**Section 40-7-42**

(a) The county commission, at the first regular meeting in February 2015, shall levy the amount of general taxes required for the expenses of the county, not to exceed one half of one percent of the value of the taxable property as assessed for revenue for the state as shown by the book of assessments after it shall have been corrected, at the same time levying the amount of special taxes required for the county, which levy shall be made upon the same basis of valuation provided above and, when the levy shall be made, shall certify the rate or rates of taxation and the purpose or purposes for which the tax is levied to the tax assessor of the county. The levies established as provided herein shall be assessed and collected in all subsequent tax years unless altered by the county commission in compliance with a change in the tax rate by general law not later than the last day of February prior to the effective date of the change in tax rate.

(b) Any general or special taxes levied by the county commission prior to April 10, 2014, are hereby ratified and confirmed irrespective of whether the general or special taxes were levied during the first county commission meeting held in February of any year.

COOSA COUNTY PROPERTY TAX LEVY

WHEREAS, Act 2014-433 requires that, at its first regular meeting in February 2015, the Coosa County Commission shall levy the general and special ad valorem taxes for the county for the tax year which began on October 1, 2014; and

WHEREAS, the tax levy established by the Coosa County Commission shall include the rate or rates at which the taxes shall be assessed and collected and the purposes for each tax levied; and

WHEREAS, pursuant to Act 2014-433, the general and special ad valorem tax levies, rates and purposes established at the first regular meeting February 2015 shall remain in place in all subsequent tax years until and unless altered by the Coosa County Commission pursuant to a change in tax rate by general law.

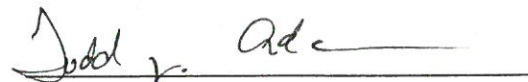
NOW THEREFORE BE IT RESOLVED and ordered by the Coosa County Commission that the following taxes are hereby levied at the rate or rates and for the purpose or purposes set out below, and shall be assessed and collected for the tax year beginning October 1, 2014; and for each subsequent tax year until and unless altered by the county commission pursuant to a change in tax rate by general law;

TAX RATES	MILLS	
STATE:		
GENERAL	2.50	
SOLDIER	1.00	
SCHOOL	3.00	6.50
<hr/>		
COUNTY:		
GENERAL	5.00	
ROAD AND BRIDGE	2.50	
SCHOOL:		
COUNTY WIDE	4.00	
DISTRICT	3.00	
SPECIAL	5.00	19.50
<hr/>		
TOTAL TAX RATES		26.00 MILLS

BE IT FURTHER RESOLVED and ordered by the Coosa County Commission that it does hereby certify this tax levy to the county tax assessing official by copy of this resolution, which levy includes the rate or rates of taxation and the purposes for which each tax is levied.

BE IT FURTHER RESOLVED and ordered by the Coosa County Commission that, pursuant to Act 2014-433, this certification shall remain in full force and effect until and unless altered by the Coosa County Commission pursuant to a change in tax rate by general law.

IN WITNESS WHEREOF, the Coosa County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 10th day of February, 2015.



Chairman, Coosa County Commission

MOTIONED BY PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO APPROVE LEVIED FIRE FEE FOR THE COUNTY. UNANIMOUSLY APPROVED.

Act No. 2003-367 of the Alabama Legislature sets a fire fee not to exceed \$30.00 per dwelling and a fire fee not to exceed \$50.00 per business. Section 4 of this Act requires the fee levied, collected and enforced as closely as possible at the same time and manner, and under the same requirements and laws as are the state ad valorem taxes. By virtue that ad valorem tax millage is set in February of each year the same shall apply for the fire fee.

MOTIONED BY RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY TO DECLARE SURPLUS AND SOLD WHEN REPAIRS ARE COMPLETED TO THE 720 CHAMPION MOTOR GRADER AT HIGHWAY DEPARTMENT. UNANIMOUSLY APPROVED.

Coosa County Commission

Assets to Be Declared Surplus:

Meeting Date: 2-10-15

Department: Highway

Item

Asset Number

720 Champion

400151

Motorgrader

Disposition: Declare Surplus

Proceeds: 7¢ Gas Tax Fund

Motion _____

2nd _____

MOTIONED BY BERTHA KELLY AND SECONDED BY RANDALL DUNHAM TO APPROVE THE RESOLUTION FOR COUNTY ROAD 66. UNANIMOUSLY APPROVED.

RESOLUTION

COUNTY OF COOSA

Project No. CCP 19-134-15

STATE OF ALABAMA

WHEREAS, the Commission of Coosa County, Alabama, is desirous of constructing or improving, by force account, by contract or both, a section of road included in the Coosa County Road System and described as follows:

Level, Resurface and Traffic Stripe 4.6 miles of Coosa County Road No. 66 from the Goodwater City Limits to Coosa County Road No. 49.

Let to contract

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

NOW THEREFORE BE IT RESOLVED, by the Coosa County Commission, that the above mentioned project be approved to let to contract.

Signed and Approved by Commissioners of Coosa County, this day of February 10, 2015.

Coosa County Commission

Governing Body

Todd J. Ada
Chairman

Randall Dunham
Member

Bertha Kelly
Member

Wm. Kelly
Member

Paul Pruitt
Member

Member

Member

MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO APPRIVE THE RESOLUTION FOR COUNTY ROAD 91. UNANIMOUSLY APPROVED.

RESOLUTION

COUNTY OF COOSA

Project No. CCP 19-135-15

STATE OF ALABAMA

WHEREAS, the Commission of Coosa County, Alabama, is desirous of constructing or improving, by force account, by contract or both, a section of road included in the Coosa County Road System and described as follows:

Level, Resurface and Traffic Stripe 2.8 miles of Coosa County Road No. 91 from State Route No. 9 to State Route No. 22

Let to contract

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

NOW THEREFORE BE IT RESOLVED, by the Coosa County Commission, that the above mentioned project be approved to let to contract.

Signed and Approved by Commissioners of Coosa County, this day of February 10, 2015.

Coosa County Commission

Governing Body

Todd J. Oda
Chairman

Randall Dunham
Member

Bertie Kelly
Member

Unzell Kelly
Member

Paul Street
Member

Member

Member

MOTIONED BY UNZELL KELLEY AND SECONDED BY BERTHA KELLY TO APPROVE THE REVENUE COMMISSIONER'S TAX SALE REDEMPTION CERTIFICATE. UNANIMOUSLY APPROVED.

Tax Sale Docket 5-705

CERTIFICATE OF PENDING REDEMPTION

Property Being Redeemed:

Assessee at the Time of the Tax Sale: Hobbs, Lavert & Francis Acct #23300

Parcel Number: 06-03-08-4-004-001.000

Legal Description: Lot #15 Hidden Valley Estates, Unit 4, Plat Bk 1 Pg 52

Date of Tax Sale: May 15, 2014

WHEREAS, on the 16 day of January, 2015, an application has been received from Carrie Roberts, Heir to Lavert & Francis Hobbs Estate to redeem the above described real property located in COOSA County, I, Tax Collector/Revenue Commissioner/Probate Judge of said County do hereby acknowledge that the costs associated with the redemption, **excluding the base amount of excess bid**, for the above property have been paid.

☒ FULL REDEMPTION

☐ PARTIAL REDEMPTION

Approved: _____

Debra W. Lambert
Tax Collector/Revenue Commissioner/Probate Judge

VOUCHER TO CLAIM EXCESS FUNDS ARISING FROM A TAX SALE

After receiving proof as evidenced on the "Certificate of Pending Redemption" that the purposed redemptioner has paid all costs associated with the redemption, **excluding the base amount of excess bid**, the County Commission hereby approves the credit of the excess funds to the person or entity stated above.

Amount of Excess Funds: \$ 6.52

☐ CREDIT

(To be paid from Account #0701297 Escrow/Tax Sale)

Approved by the County Commission on the 10 day of February, 2015.

County Commission Official

MOTIONED BY UNZELL KELLEY AND SECONDED BY PAUL PERRETT TO TABLE EMA'S REQUEST OF
ADOPTION OF SOUTH ALABAMA MUTUAL ASSISTANCE AGREEMENT UNTIL MARCH 10, 2015.
UNANIMOUSLY APPROVED

Coosa County Emergency Management Agency
9709 US Hwy 231, Rockford, Alabama 35136
Telephone (256) 377-2418

January 22, 2015

Coosa County Commissioners
9709 US Hwy 231
Rockford, Alabama 35136

Dear Commissioners:

When it comes to emergency situations and disasters, no one local jurisdiction has the resources and capabilities to respond and recover from every situation that they may face alone. Resources and capability shortfalls should be addressed by having pre-arranged agreements with other entities in order to respond and recover as efficiently and effectively as possible. These agreements should be entered into by duly authorized officials and should be formalized in writing whenever possible. This is extremely important at the local government level, especially when the use of resources outside the local jurisdiction is anticipated and there is not a State emergency declaration being issued.

The South Alabama Mutual Assistance Agreement (SAMAA) exists to assist cities and counties to more effectively exchange services and resources, especially in response to a local emergency situation or disaster wherein assistance needs to be provided from one local jurisdiction directly to another local jurisdiction.

Local jurisdictions that participate in the SAMAA are under no obligation to provide assistance. The SAMAA is a mechanism that formally documents a provision for the sharing of resources from local jurisdiction to local jurisdiction (county to county, municipality to municipality, or municipality to county and vice versa); for recognition of licenses and certifications; affords tort liability protection as allowed by state law; and a reimbursement mechanism for allowable expenses incurred during the provisions of support.

At this time, there are approximately 31 counties and numerous municipalities that have signed onto this formal mutual aid agreement.

The Alabama Mutual Aid System (AMAS) was developed to allow the State to assist counties and municipalities to more effectively and efficiently exchange resources and capabilities, especially in response to a major disaster wherein assistance needs to be provided from one area or region of the State to another. AMAS resolves inconsistencies and uncertainties concerning the insurance and liability coverage of emergency workers when deployed from one locality to

another and to allow you to take full advantage of opportunities for Federal/State reimbursement of deployment related costs. The AMAS agreement allows for the sharing of resources from county or municipal governments to other county or municipal governments under the umbrella of acting on behalf of the State; provides a mechanism for the recognition of licenses and certifications; affords tort protection as allowed by state law; and provides a reimbursement mechanism for the allowable expenses incurred during the provision of support.

The Alabama Mutual Aid System has been accepted and signed onto by all 67 counties. The AMAS is supplemental to, and does not affect, existing day-to-day mutual aid agreements between adjacent or nearby localities.

Your consideration in entering Coosa County by resolution into the SAMAA would be greatly appreciation and would also be a tremendous emergency preparedness step taken by the leadership of Coosa County.

Please do not hesitate to contact me should you have any questions or if you need any additional information.

Sincerely,



Terri Q. Hale
Director

SOUTH ALABAMA MUTUAL ASSISTANCE AGREEMENT

I. PURPOSE

To provide an understanding between and among the counties, towns and cities ("Political Entity") of the South Alabama Mutual Assistance Compact in providing and receiving mutual aid as a result of fire, flood, storm, epidemic, technological failure or accident, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, explosion, terrorism, or man-made disaster, or other conditions ("Disasters").

II. AUTHORITIES AND REFERENCES

- A. The basic authority for each county, town or city to enter into this Agreement is Code of Alabama, Title 31, Chapter 9, Sections 31-9-1 through 31-9-24, as amended (the "Alabama Emergency Management Act") and more specifically Section 31-9-9.
- B. Provisions of this Agreement are based on the various sections and paragraphs of the Alabama Emergency Management Act.

III. SCOPE

This Agreement encompasses the area represented by the South Alabama Mutual Assistance Compact whose membership consists of the Emergency Management Directors of the counties listed on Appendix A, and an authorized representative of the city, town and county governing officials listed on Appendix B.

IV. SITUATION

Response to Disasters can exhaust all resources of a city, town, or county and deplete certain types of manpower, equipment, or supplies. When these conditions exist, the affected entity must rely on the next higher level of government, a neighboring entity, volunteer agencies, and/or 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 the Alabama Emergency Management Act and with a clear understanding of the conditions under which such assistance is given or received.

V. MUTUAL AID AGREEMENT

Article 1. The purpose of this Agreement is to provide mutual aid among the parties to this Agreement in meeting any Disaster. The prompt, full, and effective utilization of the resources of the respective counties, towns or cities, 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 and property thereof in the event of a Disaster. All available resources including personnel, equipment or supplies, shall be incorporated into a

plan or plans of mutual aid. The Emergency Management Directors of the respective county members shall be voting members of the South Alabama Mutual Assistance Compact. The voting members of the South Alabama Mutual Assistance Compact shall establish a committee to formulate plans and take all necessary steps for the implementation of this Agreement which shall be voted on by the voting members. All authorized representatives of the city, town, and county governing officials listed on Appendix B, as may be amended from time to time, shall be associate members and shall not be entitled to voting rights.

Article 2. It shall be the duty of each Political Entity that is a member of the South Alabama Mutual Assistance Compact to formulate plans and procedures for implementation of this Agreement including, but not limited to, the authorization of the County Emergency Management Director in their jurisdiction to deploy their resources and free exchange of information and plans, including inventories of personnel, materials, supplies, equipment and other resources available for carrying out provisions of this Agreement. Each participating Political Entity shall bear the risk of its own actions, as it does with its day to day operations, and determine for itself what kinds of insurance and, in what amounts, it should carry. Each assisting Political Entity shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

Article 3. All mutual aid assistance should be requested by and through the county Emergency Management Agency in which the requesting Political Entity is located. Political Entities that deploy without having received a request may or may not be reimbursed for their expenses. Any party Political Entity 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, however, that the Political Entity rendering aid may withhold resources to the extent necessary to provide reasonable protection for such Political Entity. Each party to this Agreement shall extend to the Emergency Management employees of any assisting Political Entity, while operating within the requesting jurisdiction under the terms of this Agreement, the same powers, duties, rights, privileges and immunities as if they were performing their duties in the Political Entity in which normally employed or rendering services. Emergency Management forces will continue under the command and control of their normal leaders, but the organizational units will come under the operational control of Emergency Management authorities of the Political Entity receiving assistance.

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

Article 5. Each Political Entity and each emergency management worker is granted immunity from liability for the death of or injury to persons, or for damages to property as a result of attempting to respond according to this Agreement as provided by law.

Article 6. Nothing herein contained shall preclude any party Political Entity from entering into supplementary agreements with any other Political Entity as otherwise provided by law.

Article 7. While assisting a requesting Political Entity, the assisting Political Entity shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The requesting Political Entity shall from any available source, reimburse at a rate of 100% the assisting Political Entity for all direct and indirect payroll costs and expenses incurred in responding to the Disaster, including, but not limited to, employee pensions and benefits, and the pro rata portion of the cost for workers' compensation insurance, as determined by Generally Accepted Accounting Principles (GAAP). The requesting Political Entity is prohibited from granting reimbursement for overtime payroll costs; unless such compensation is in accordance with payroll policies previously established for normal day to day non-disaster activities of the assisting Political Entity. While providing services to the requesting Political Entity, employees of the assisting Political Entity shall remain as employees of their respective agency while responding to, or performing an emergency mutual aid function on behalf of the requesting Political Entity and until which time the emergency management worker is relieved of further emergency mutual aid responsibility by a duly authorized official.

Article 8. Each party Political Entity shall provide for the payment of compensation and death benefits to full-time employees of such Political Entity who are members of the Emergency Management forces of that Political Entity, 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 the Political Entity where they are employed. Each party Political Entity agrees to furnish a copy of this Agreement to its workers' compensation insurance carrier.

Article 9. Any party Political Entity rendering aid in another Political Entity pursuant to this Agreement shall be reimbursed by the party Political Entity 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 unless such damage is caused by gross negligence, willful and wanton misconduct, or intentional misuse of the assisting Political Entity's personnel.

Article 10. The assisting Political Entity shall be reimbursed for all materials and supplies used or damaged during the period of assistance unless such damage is caused by gross negligence, willful and wanton misconduct, or intentional misuse of the assisting Political Entity's personnel. The assisting Political Entity's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the parties may agree that the requesting Political Entity will replace, with like kind and quality as determined by the assisting Political Entity, the materials and supplies used or damaged.

Article 11. This Agreement shall be operative immediately upon its ratification by any Political Entity as between it and any other Political Entity so ratifying. Ratification is indicated by the signature of the Chief Executive of the Political Entity and the Emergency Management Director of that respective jurisdiction after being approved by the governing body of the Political Entity. Duly authenticated copies of this Agreement will be deposited with each government entity ratifying this Agreement, the Emergency Management Agency represented by the entity, and the Alabama Emergency Management Agency.

Article 12. This Agreement shall continue in force and remain binding on each party Political Entity until the governing body of a Political Entity takes appropriate action to withdraw therefrom. Such action shall not be effective until notice thereof has been sent by the Chief Executive of the party Political Entity desiring to withdraw to Secretary of the South Alabama Mutual Assistance Compact.

Article 13. This Agreement shall be construed to effectuate the purposes stated in Article 1 hereof. If any provision of this agreement is declared unconstitutional or unlawful, or the applicability thereof to any person, entity or circumstance is held invalid, the constitutionality or legality of the remainder of this Agreement and the applicability thereof to other persons, entities and circumstances shall not be affected thereby. Nothing contained in this Agreement shall be construed as a limitation on the powers of participating counties, towns or cities to enter into other agreements relating to emergency management in an emergency or impairing in any respect the force and effect thereof.

VI. RATIFICATION

This Agreement shall become binding and obligatory when it shall have been signed by the Chief Executive Officer (Mayor, Commission Chairperson, Probate Judge, etc.) of the participating county, town and/or city after approval by the governing body of the county, town and/or city authorizing such signature.

This Agreement is approved this the _____ day of _____, 20__.

For _____
(Name of Political Entity)

By: _____
(Chief Executive)

(Emergency Management Director)

Attest:

(Clerk or Other)

AMAS

"Alabama Mutual Aid System"

AGREEMENT

April 2005 Version

ENDORSED BY:

Association of County Commissioners of Alabama
Alabama League of Municipalities

Contact:

General Counsel

Alabama Emergency Management Agency

205.280.2209 Office

205.280.2394 Fax

Email: legal@ema.alabama.gov

ALABAMA MUTUAL AID SYSTEM

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF ALABAMA, ALABAMA EMERGENCY MANAGEMENT AGENCY AND AMONG EACH POLITICAL SUB-DIVISION OF THE STATE THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING:

WHEREAS, the State Emergency Management Act of 1955, as codified in Section 31-9-01 et seq. Code of Alabama (1975) as amended, hereinafter referred to as the "State Emergency Management Act", authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the State Emergency Management Act sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, the State Emergency Management Act, authorizes the State to enter into a contract on behalf of the State for the lease or loan to any political subdivision of the state any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, the State Emergency Management Act, authorizes the governing body of each political subdivision of the state to enter into such contract or lease with the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefore in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which such contract was entered into; and

WHEREAS, the State Emergency Management Act, authorizes the Alabama Emergency Management Agency, hereinafter referred to as "State EMA", to make available any equipment, services, or facilities owned or organized by the state or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area or upon the request of any recognized and accredited relief agency through such duly constituted authority; and

WHEREAS, the State Emergency Management Act, authorizes the State EMA to call to duty and otherwise provide, within or without the state, such support from available personnel, equipment, and other resources of state agencies and the political subdivisions of the state as may be necessary to reinforce emergency management agencies in areas stricken by emergencies; and

WHEREAS, the State of Alabama is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, sinkhole formations, and other natural disasters that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government owned facilities; and

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ALABAMA MUTUAL AID SYSTEM

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should a disaster, whether by natural causes or as a consequence to an enemy attack, sabotage or hostile action occur; and

WHEREAS, to provide the most effective mutual aid possible, each participating political subdivision, intends to foster communications between the personnel of other political subdivisions by visits, compilation of asset inventories, exchange of information and development of plans and procedures to implement this Agreement;

WHEREAS, to provide the most effective mutual aid possible, all activities performed under this agreement are hereby recognized to be governmental functions, and thus enjoy immunity from liability for torts as provided by law, enumerated in subsection (a) of Section 31-9-16 Code of Alabama (1975) as amended. All persons responding under the operational control of the State EMA are recognized to be emergency management workers on the behalf of the State, for purposes of liability. Neither the State or the participating political subdivisions nor their employees, except in cases of willful misconduct, gross negligence or bad faith shall be liable for the death of or injury to persons or for damage to property when complying or attempting to comply with the statewide mutual aid system, enumerated in Subsection (b) of Section 31-9-16 Code of Alabama (1975) as amended.

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. "AGREEMENT" - The Alabama Mutual Aid System Agreement for Emergency Response/Recovery. Political subdivisions of the State of Alabama may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and authorizing resolution(s) to the State EMA. Copies of the agreement with original signatures and copies of authorizing resolutions shall be filed and maintained at the State EMA in Clanton, Alabama. For the purposes of this Agreement, a Volunteer Fire Department/Association and/or a Mutual Aid team composed of volunteer members, as defined below, are not considered a political subdivision. Such Volunteer Associations are deemed "sub-contractors" to the political subdivisions that have secured such volunteer services for the purposes of fulfilling that political subdivisions obligations agreed to in this instrument.

B. "EMERGENCY MANAGEMENT WORKER" (RESPONDER) - An emergency management worker is defined as anyone possessing special skills, qualifications, training, knowledge and experience in the public or private sectors that would be beneficial to a participating political subdivision in response to a locally declared emergency as defined in any applicable law or ordinance or authorized drill or exercises; and who is requested and/or authorized to respond. Under this definition, an emergency management worker may or may not be required to possess a license, certificate, permit or other official recognition for their expertise in a particular field or area of knowledge. An emergency management worker could include, but is in no way limited to, the following regardless of compensation: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, local emergency debris removal teams, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

ALABAMA MUTUAL AID SYSTEM

- C. "VOLUNTEER MEMBER" - An emergency management worker, which is not personally compensated for their local emergency response duties and/or labor performed within the jurisdiction of their residence or employment. As a condition of their appointment as a recognized task force team member, Volunteer Members agree to waive any claim to personal compensation from the responding political subdivision or reimbursement from State EMA.
- D. "REQUESTING POLITICAL SUBDIVISION" - The participating political subdivision entity requesting aid in the event of an emergency. Each requesting political subdivision shall coordinate requests for state or federal emergency response assistance through its local EMA director or designee.
- E. "ASSISTING POLITICAL SUBDIVISION" - The participating political subdivision entity furnishing equipment, services and/or manpower to the requesting political subdivision.
- F. "AUTHORIZED REPRESENTATIVE" - An employee(s) or official of a participating political subdivision authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of authorized representatives for the participating political subdivision executing this Agreement shall be attached as Appendix A to the executed copy of the Agreement supplied to the State EMA, and shall be updated as needed by each participating political subdivision.
- G. "STATE EMA" - Alabama Emergency Management Agency, Clanton, Alabama.
- H. "FEMA" - Federal Emergency Management Agency, Washington, D.C.
- I. "EMERGENCY" - Any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
- J. "DISASTER" - Any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a State of Emergency by the Governor, or a Declaration signed by the President of the United States.
- K. "PARTICIPATING POLITICAL SUBDIVISION" - The governmental entity within the borders of the State of Alabama, which executes this Alabama Mutual Aid System Agreement and supplies a complete, executed copy to the State EMA.
- L. "NON-PROFIT ORGANIZATION" - A non-profit organization, corporation or other legal entity as defined by state law whose mission is to provide an emergency response function to the general public for no monetary compensation (volunteer) as defined in §6-5-336 Code of Alabama 1975, as amended.
- M. "PERIOD OF ASSISTANCE" - The period of time beginning with the departure of any personnel of the Assisting political subdivision from any point for the purpose of traveling to the requesting political subdivision's jurisdiction in order to provide assistance and ending upon the return of all personnel and equipment of the assisting political subdivision, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the requesting political subdivision or the return trip from the requesting political subdivision during which the personnel of the assisting political subdivision are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting political subdivision.

ALABAMA MUTUAL AID SYSTEM

N. "WORK OR WORK-RELATED PERIOD" - Any period of time in which either the personnel or equipment of the assisting political subdivision are being used by the requesting political subdivision to provide assistance and for which the requesting political subdivision will reimburse the assisting political subdivision. Specifically included within such period of time are rest breaks when the personnel of the Assisting political subdivision will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

SECTION 2. RESPONSIBILITIES

It shall be the responsibility of each participating political subdivision with jurisdiction over and responsibility for the local emergency management agency within that certain subdivision to do the following:

- a. Identify potential hazards that could affect the participant using an identification system common to all participating jurisdictions.
- b. Conduct joint planning, intelligence sharing and threat assessment development with contiguous participating political subdivisions, and conduct joint training at least biennially.
- c. Identify and inventory the current services, equipment, supplies, personnel and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating political subdivision.
- d. Adopt and put into practice the standardized incident management system approved by the State EMA.

SECTION 3. PROCEDURES

Requests for assistance under this Agreement shall be limited to emergency public safety events that exceed the resources of the local jurisdiction, thus creating the need for outside assistance. Should a political subdivision exceed available resources within their jurisdiction and/or those resources provided by other political subdivisions or private entities through pre-existing local or regional mutual aid agreements or compacts; then such participating political subdivisions may request mutual aid assistance from the State EMA.

When a participating political subdivision either becomes affected by, or is under imminent threat of, an emergency or disaster, it may invoke emergency related mutual aid assistance by an official request communicated in writing to the State EMA. The official request shall be made by resolution by the appropriate governing body of the participating political subdivision or by an authorized representative(s). The request shall be submitted to the State EMA by the local emergency management director. Such procedures are essential to the continuity and efficiency of operation and compliance is critical. Request for mutual aid assistance under this agreement may be communicated to the State EMA orally, provided such request is reduced to writing, properly executed and transmitted to the State EMA as soon as practical.

A. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

- When contacted by the State EMA, the governing body of any participating political subdivision agree to assess their government's situation to determine available personnel, equipment and other resources.

ALABAMA MUTUAL AID SYSTEM

All participating political subdivisions shall render assistance to the extent personnel, equipment and resources are available. Each participating political subdivision agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the appropriate governing body or its authorized representative(s) determines that their participating political subdivision has available personnel, equipment or other resources, they shall so notify the State EMA, and provide the information listed below. The State EMA shall, upon response from sufficient participating parties to meet the needs of the requesting political subdivision, notify the authorized representative of the requesting political subdivision and provide them with the following information, to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the requesting political subdivision;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the requesting political subdivision.

MISCELLANEOUS PROCEDURES:

[Refer to the Alabama Mutual Aid System Concept of Operations, (Current Version; AEMA).]

SECTION 4. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions.

A. **PERSONNEL** - During the period of assistance, the assisting political subdivision shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The State EMA shall from any available source, reimburse at a rate of 100% the assisting political subdivision for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits, and the pro rata portion of the cost for workman's compensation insurance, as determined by Generally Accepted Accounting Principles (GAAP). State EMA is prohibited from granting reimbursement for overtime payroll costs, unless such compensation is in accordance with payroll policies previously established for normal day to day non-disaster activities. Volunteers, as defined in Section 1, will not be reimbursed for labor performed while participating under this agreement. While providing services to the requesting political subdivision, employees of the assisting political subdivision shall remain as employees of their respective agency while responding to, or performing an emergency mutual aid function on behalf of the State EMA and until which time the emergency management worker is relieved of further emergency mutual aid responsibility by a duly authorized official.

ALABAMA MUTUAL AID SYSTEM

B. EQUIPMENT – Unless otherwise agreed to as provided herein, the assisting political subdivision shall be reimbursed by any available source, or by the State EMA, for the use of its equipment during the period of assistance according to the pre-established FEMA hourly rate cost codes, the actual replacement, operation, and maintenance expenses incurred or the rental rate blue-book for construction equipment if approval by the State EMA or FEMA. The assisting political subdivision shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. In the event replacement of equipment becomes necessary, State EMA shall not reimburse any replacement cost(s) incurred above the current fair market value of the equipment at issue. At the request of the assisting political subdivision, fuels, miscellaneous supplies, and minor repairs may be provided by the State EMA, if practical. The total equipment charges to the State EMA shall be reduced by the total value of the fuels, supplies, and repairs furnished by the State EMA and by the amount of any insurance proceeds received by the assisting political subdivision.

C. MATERIALS AND SUPPLIES - Unless otherwise agreed to as provided herein, the assisting political subdivision shall be reimbursed for all materials and supplies used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3.B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the assisting political subdivision's personnel. The assisting political subdivision's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the parties may agree that the State EMA will replace, with like kind and quality as determined by the assisting political subdivision, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the State EMA.

D. RECORD KEEPING - The assisting political subdivision shall maintain records and submit invoices for reimbursement direct to the STATE EMA using a format commonly used by the State of Alabama or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. State EMA finance personnel shall provide information, directions, and assistance for record keeping to assisting political subdivision personnel.

E. PAYMENT - The assisting political subdivision shall bill the State EMA for all reimbursable expenses with an itemized invoice as soon as practicable after the expenses are incurred, but not later than forty (40) calendar days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR Part 206. The State EMA shall pay the bill, or advise of any disputed items, not later than forty (40) calendar days following the billing date. Should State EMA fail to reimburse an assisting political subdivision within forty (40) days following the date the political subdivision applies for such reimbursement, such political subdivision shall no longer be required to fulfill the requirements of this agreement until such reimbursement is made by the State EMA. These time frames may be modified by mutual agreement.

F. PAYMENT BY OR THROUGH THE ALABAMA EMERGENCY MANAGEMENT AGENCY
- The State EMA may reimburse the assisting political subdivision for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the State EMA.

ALABAMA MUTUAL AID SYSTEM

The assisting political subdivision shall be responsible for making written request to the State EMA for reimbursement of travel and subsistence expenses. The assisting political subdivision's written request should be submitted as soon as possible, not to exceed forty (40) days after expiration of the period of assistance. The State EMA shall provide a written response to said requests within forty (40) days of actual receipt. In the event that an affected jurisdiction requests assistance without forwarding said request through the State EMA, or an assisting political subdivision provides assistance without having been requested by the State EMA to do so, the State EMA shall not be liable for reimbursement of any of the cost(s) of assistance incurred. The State EMA may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the State EMA shall be determined in accordance with 44 CFR 206.228. The State EMA may authorize applications for reimbursement, of eligible costs for the non-federal share portion, from the undeclared disaster portion, of the Governor's Contingency Fund created in accordance with Section 36-13-1 et seq. Code of Alabama (1975) as amended, or by any other legally authorized appropriation or fund. Such applications shall be evaluated pursuant to rules established by the State EMA, and may be funded only to the extent of available state or federal funds.

SECTION 5. INSURANCE

Each participating political subdivision shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a participating political subdivision is insured, its file shall contain a letter from its insurance carrier(s) stating in affect that insurance coverage will follow the employee or volunteer, their vehicles and their agency's liability upon leaving its local jurisdiction. If a participating political subdivision is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Specifically, regarding workman's compensation liability of self-insured parties, evidence of a certificate of self-insurance, with a resolution reflecting such status, and a copy of which must be attached to the executed copy of this Agreement, which is filed with the State EMA. Each Assisting political subdivision shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this agreement. The amount of reimbursement from the State EMA or the requesting political subdivision shall be reduced by the amount of any insurance proceeds to which the assisting political subdivision is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 6. LIABILITY

To the extent permitted by law, including those in accordance with Section 31-9-16 and Section 11-93-2 Code of Alabama (1975) as amended, and without waiving sovereign immunity, or those limitations provided by law, each political subdivision to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this agreement.

ALABAMA MUTUAL AID SYSTEM

SECTION 7. LENGTH OF TIME FOR EMERGENCY RESPONSE

The duration of response to said state of emergency, declared by the requesting political subdivision, is limited to 72 hours (3) days. It may be extended, if necessary.

SECTION 8. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one (1) year terms unless terminated in writing by the participating political subdivision. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, State EMA, which shall provide copies to all other participating parties. Written notification shall be submitted no later than sixty (60) days prior the requested date of termination.

SECTION 9. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating political subdivision and upon proper execution hereof.

SECTION 10. ROLE OF ALABAMA EMERGENCY MANAGEMENT AGENCY

The responsibilities of the State EMA under this Agreement are to: (1) request mutual aid on behalf of a participating political subdivision, under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a requesting political subdivision, pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from the Alabama Department of Finance upon a proclaimed State of Emergency, or from the U.S. Department of Homeland Security, FEMA, and/or all other supporting federal agencies upon a presidential disaster declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of participating political subdivisions with their authorized representative and contact information, and to provide a copy of the listing to each of the participating political subdivisions on an annual basis during the second quarter of the calendar year.

SECTION 11. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements, or inter-local agreements, pursuant to Section 31-9-9 et seq. Code of Alabama (1975) as amended, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.

ALABAMA MUTUAL AID SYSTEM

SECTION 12. MISCELLANEOUS:

Capacity - Each political subdivision that has entered into this agreement represents and warrants to the other as follows:

- A. That it is a legal government entity duly organized and in good standing pursuant to all applicable laws, rules and regulations. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- B. That to the extent required, each political subdivision has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the political subdivision.
- C. That each political subdivision has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the political subdivision to the terms and conditions hereof.
- D. That absent fraud, the execution of this agreement by a representative of the political subdivision shall constitute a certification that all such authorizations for execution exist and have been performed and the other political subdivision shall be entitled to rely upon the same.
- E. That each political subdivision represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
- F. That each political subdivision has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third political subdivision - It is the intent of the parties hereto that there shall be no third political subdivision beneficiaries to this agreement.

Final Integration - This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any political subdivision which is not contained in this Agreement or expressly referred to herein has been relied on by any political subdivision in entering into this Agreement.

Force Majeure - Neither political subdivision to this agreement shall hold the other political subdivision responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other political subdivision's employees, agents or contractors.

ALABAMA MUTUAL AID SYSTEM

Amendment in Writing - This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect - This agreement shall bind the parties and successors.

Construction - This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the political subdivision that provided or drafted it.

Mandatory and Permissive - "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws - The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation - No political subdivision to this Agreement may assign its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any political subdivision from its obligations and duties hereunder and such assigning or delegating political subdivision shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver - Non enforcement of any provision of this agreement by either political subdivision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

IN WITNESS WHEREOF, the parties set forth below have duly executed this Agreement on the date set forth below:

ATTEST:

LOCAL GOVERNMENT AGENCY

By: _____

Date: _____

Its: _____

Mayor/County Commissioner

By: _____

Date: _____

Its: _____

County Sheriff

ACKNOWLEDGED AND AGREED BY THE ALABAMA EMERGENCY MANAGEMENT AGENCY

Art Faulkner, Director

Date: _____

MOTIONED BY RANDALL DUNHAM AND SECONDED BY PAUL PERRETT TO APPROVE THE JUDGE OF PROBATE'S ONE YEAR SOFTWARE LICENSE AND SERVICE AGREEMENT FOR \$8,889.13. UNANIMOUSLY APPROVED.



PO Box 3524, Hueytown, AL 35023
Phone: 205-491-3688

December 16, 2014

Coosa County Commission
P.O. Box 10
Rockford, AL 35136

Re: Software License and Service Agreement

Dear Commissioners,

We at Gemini continue to enjoy the business relationship we have established with Coosa County over the years and hope to extend that time of working together through another one year contract.

Attached you will find two copies of the Software License and Service Agreement. Please have the County's authorized representative sign, date, and return both copies of the Agreement. I will then sign both copies and return the County's copy to you.

As always, we deeply appreciate your business.

Sincerely,

A handwritten signature in cursive script that reads "Bruce Brashier".

Bruce Brashier
President

Enclosures

RECEIVED
COOSA COMMISSION

DEC 22 2014

PO BOX 10

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Agreement made as of January 1, 2015, between GEMINI CONSULTANTS, INC., (referred to as Licensors) and COOSA COUNTY, ALABAMA (referred to as Licensee).

Recitals

Licensors has developed copyrighted software systems for the use of county governments in Alabama in the operation of offices of the Judge of Probate, including such applications as motor vehicle registration, title application, voter registration, business licenses, boat registration and probate accounting.

Licensee has previously licensed these copyrighted software systems, is familiar with their operations, and desires to continue to use these systems.

Licensors and Licensee desire to execute a formal written agreement to confirm, clarify and establish their respective present rights in the software, and to provide for their rights in the future.

Therefore, the parties mutually enter into this agreement.

Agreement

1. With respect to the "Licensed Materials" and during the "Term of this Agreement," Licensors grants to Licensee the "License Granted," agrees to provide "Upgrades," to perform "Software Support" in return for the stated "Payments," subject to all of the other "Terms and Conditions" of this agreement.

Licensed Materials

2. "Licensed Materials" means the following, to the extent provided by Licensors to Licensee during the term of this agreement:
 1. The interpreted source code version of the following Applications:
 - motor vehicle registration,
 - title application,
 - business licenses,
 - boat registration,
 - probate accounting

all of which, including bug fixes, modifications, changes and Upgrades, shall be referred to as "Licensed Source Code";

2. the complied object code used in connection with the Applications, all of which, including bug fixes, modifications, changes and Upgrades, shall be referred to as the "Licensed Object Code"; and

3. the Help files and other documentation supplied to aid or train the user in the workings of the software, all of which shall be referred to as the "Licensed Documentation."

Term of this Agreement

3. The "Term of this Agreement" shall be from 12:01 a.m. January 1, 2015 until 12:01 p.m. December 31, 2015, unless sooner terminated as provided by this agreement.

License Granted

4. Subject to the terms of this Agreement, Licensee accepts the "License Granted" by Licensor, which is:
 1. a perpetual, fully-paid, royalty-free, non-exclusive, non-transferable "as-is" license to use the Licensed Materials solely for internal deployment and internal operations of Licensee solely within the confines of the Licensed County on a single server operating a single instance of each application; and
5. The Licensed Source Code, the Licensed Object Code, and the Licensed Documentation is released by Licensor to various licensees in numbered versions or releases. The license granted in this agreement extends only to numbered versions or releases generally released to Licensees during the term of this agreement, and does not extend to any versions or releases that may be created or released after expiration or termination of this Agreement.
6. Licensee assigned to Licensor, and Licensor accepts, all of the right, title and interest of Licensor in any derivative works made by Licensor in a BASIC language (and no other language), which assignment shall be permanent, perpetual, fully-paid, royalty-free, exclusive, transferable and "as-is."

Upgrades

7. Periodically Licensor may create "Upgrades", which contain modifications and changes to the Licensed Materials, intended for distribution to the licensees of the Licensor generally. Without charge, other than the Payments, Licensor shall supply to Licensee all upgrades generally released to its end-users.
8. Licensor shall use its commercially reasonable best efforts to use its then existing technical programming staff to make upgrades and modifications in the Licensed Materials to meet definitive changes in Alabama laws and regulations, as well as definitive changes in interpretation by the State of Alabama. Priority will be given to changes that will benefit the Licensor's end-users generally.
9. Licensee may request modifications or changes in the Licensed Materials, which requests shall be in writing, shall be clear and definitive, and shall be signed by an elected official. Should Licensee request modifications or changes that are of limited applicability to the entirety of end users, Licensor may exercise its discretion to prioritize the use of its staff to provide continuing support services and to make changes and modifications to existing programs. Subject to Licensor's discretion in prioritizing use of its staff, Licensee will use its commercially reasonable best efforts to respond to Licensee's written requests for modifications or changes. However, Licensor shall never have any obligation whatsoever to deliver upgrades or modifications of the Licensed Materials that are not required for the operation of Licensed Materials within the hardware environment, operating practices, or required activities of Licensee.

Software Support

10. During the term of this agreement, Licensor shall use its best efforts to provide unlimited "Software Support" either by telephone, e-mail or facsimile using its then existing staff of technicians. "Software Support" is the answering of questions of trained, knowledgeable and experienced users of the Licensed Material concerning the use and management of the Licensed Materials and the commercially reasonable rectification or resolution of identifiable and repeatable problems in connection with the Licensed Source Code and Licensed Object Code. Rectification or resolution may include hardware configuration changes, work arounds, and changes in operational practices. Software Support shall not be available for problems arising out of (i) Licensee's use of the Licensed Materials in a manner for which they were not designed, (ii) Licensee's misuse or modification of the Licensed Materials; (iii) Licensee's creation of any derivative work; (iv) operation of the Licensed Materials in an operating system or hardware environment not recommended by Licensor, or on hardware or operating systems not installed, maintained or used in conformity with the recommendations of the manufacturer, (v) caused in whole or in part by third-party hardware or software, (vi) versions of Licensed Materials other than the most recent version. Software Support does not include hardware or operating system repair or maintenance, data restoration, data backup, programming, any on-site service, training, maintenance or modification of the software in regard to interaction with other software programs not included within the Licensed Materials.

Payments

11. Licensee agrees to make "Payments" to Licensor. Licensee shall pay Licensor the following compensation under this agreement:
1. One payment of \$8,889.13 due within thirty (30) days after execution of this agreement.
 2. All reasonable out-of-pocket costs of long-distance telephone charges incurred by Licensee in providing Software Support and Upgrades;
 3. All charges by Licensor for services requested by Licensee in excess of those required by this Agreement, which charges shall be approved in advance in writing by an elected official of Licensee, or the official's Chief Clerk.

"Terms and Conditions"

12. ALLOCATION OF RISK. The Sections on Accuracy of Program and Calculations; No Third Party Beneficiaries and No Duties to Others; "AS-IS"; Express Warranty and Other Warranty Disclaimer; Limited Liability; Criminal and Unauthorized Access and Criminal Acts allocate the risks of this Agreement between the parties. This allocation is reflected in the payments and other consideration exchanged, and is an essential element of the basis of the bargain between the Parties. Licensor has recommended to Licensee that Licensee consider the purchase of insurance to cover some of the risks assumed by Licensee under this agreement.
13. Accuracy of Program and Calculations. Licensee agrees to assume all responsibility and

risk for determining that the Licensed Materials calculate amounts due to Licensee in compliance with the law and in accordance with the intentions of Licensee. The Licensed Materials, among other things, make calculations of amounts due to Licensee and others similarly situated, pursuant to Alabama law and regulation, as interpreted by various and conflicting sources, including various officials of the State of Alabama, various officials of numerous county governments, and other interested parties, including persons paying money to Licensee, who may protest, dispute and sue concerning amounts paid to Licensee. Licensors are not lawyers or tax advisers, but are rather software companies. Different licensees of Licensors take differing positions concerning the methods and procedures of the software, which result in differing outputs and calculations, depending upon which Licensee is operating the software. Licensee agrees that prior to the installation of any software or upgrade or change that Licensee will take all actions that it deems necessary or desirable to test, investigate, certify or otherwise check the calculations and other output from the Licensed Materials. Licensee assumes all responsibility and risk of loss if such calculations and other output is determined to be not what Licensee intended, incorrect, illegal, or otherwise not in compliance with law, regulation or other requirement. Licensors shall have no responsibility to Licensee or anyone else with regard to the Licensee's use of the calculations and other output of the Licensed Materials. Licensee will indemnify and hold harmless Licensors against any and all claims by anybody that any tax, fee or payment was too high or too low. Should Licensee discover errors, bugs or other deficiencies in the Licensed Materials, Licensors will endeavor to correct such errors, bugs or deficiencies without charge to Licensee.

14. No Third Party Beneficiaries and No Duties to Others. The parties agree that performance or non-performance by Licensors under this agreement is solely and exclusively for the sole benefit of Licensee directly. There is no intent to benefit any other person, firm, entity or claimed third-party beneficiary or to allow enforcement of or suit upon this contract, duties under this contract, or undertakings pursuant to this contract by any other person, firm, entity or claimed third-party beneficiary. Only Licensors and Licensee have any rights under this contract.
15. "AS-IS": Express Warranty and Other Warranty Disclaimer. Licensed Materials are offered by Licensors only on an "as-is" basis, and Licensee accepts Licensed Materials "as-is." Licensed Materials are not warranted to be free of defects, except the physical media warranty set forth below. Licensors warrant, subject to the limitations in the section entitled Limited Liability, that (i) it has the full power to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights and licenses granted, (ii) the Licensed Materials, and the use thereof within the scope of this Agreement, do not infringe on a patent or copyright and are not claimed to be a trade secret of any person who has not consented to the granting of the license, (iii) the physical media upon which Licensed Materials are delivered are warranted to be free from physical defect for thirty (30) days from delivery of media, provided Licensee advises Licensors of defect immediately upon discovery of defect, so that Licensors may correct media; (iv) the Licensed Materials do not contain any virus, time bomb mechanism or other software or code that can disable or adversely affect any and all of the Licensed Materials or destroy any data or other software. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE,

MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Licensee shall bear the entire risk in connection with use of Licensed Materials under this agreement. This disclaimer of warranty constitutes an essential part of this agreement and the parties agree that it represents a fair allocation of risk. No use of Licensed Materials is authorized except subject to this disclaimer. Only the Licensor's Board of Directors by resolution are authorized to give a greater or different warranty or disclaimer on behalf of Licensor.

16. Limited Liability. Licensor's liability for damages to the Licensee for any cause whatsoever, including breach of any warranty, and regardless of the form of action, shall be limited to \$1,000.00. In no event will Licensor be liable for loss or over-collection of tax or other revenue, overcharging or undercharging of taxes or other revenues, lost or corruption of data, inability to use data, lost monies whether anticipated or actual, goodwill, or other consequential, special, incidental or indirect damages, however caused and on any theory of liability (including intentional torts and negligence), suffered by the Licensee in connection with or arising out of this Agreement, or from the performance of the Licensed Materials, even if Licensor has been advised of the possibility of such damages. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The parties agree that these limitations fairly allocate the risks in this agreement.
17. Criminal and Unauthorized Access. The parties shall not be responsible for nor liable to each other or any other person for any acts of fraud, theft, misappropriation, tampering, hacking, interception, piracy, misuse, misrepresentation, dissemination, or other illegal or unauthorized actions of third parties in gaining access to the computer systems of either Licensor or Licensee, without regard to whether such access was caused or contributed to by the negligent, reckless, wanton or intentional act of either Licensor or Licensee.
18. Force Majeure. Unless continuing for a period of ninety (90) consecutive days or unless involving the payment of amounts due under this Agreement beyond thirty (30) days from the date for which the payment is due, no default, delay or failure to perform on the part of either party shall be considered a breach of the agreement if such default, delay, or failure to perform is shown to be due entirely or proximately to any event constituting force majeure, or to causes beyond the reasonable control of the defaulting party, including without limitation strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, default of a common carrier, interruption of power or communications sources or connections, failures in or affecting the performance, use, or availability of the Internet or associated intranets, viruses, the terroristic, illegal, malicious, wanton, or capricious acts a third party, and changes or modifications in international, national, or industry standards or protocols, always provided that the party so relieved of its obligations shall promptly and lawfully take such steps to prevent, correct or amend such act or event which renders such obligations impossible as are reasonable under the circumstances.
19. Copyright and Proprietary Notices. Licensee agrees to reproduce all copyright notices and other proprietary notices on any copies of the derivative works and agrees not to remove such notices. In compiled derivative works, Licensee must include the copyright notice in such a manner as to allow it to be easily viewable. If the derivative work incorporates the

Licensed Source Code, or portions of it, into other code, Licensee must provide clearly visible notice to the user of the software that the code contains the Licensed Source Code, or portions of it, and Licensee shall include a copy of the copyright notices and other proprietary notices.

20. Ownership. The parties agree that Licensor is the author of, as well as the owner of, the Licensed Materials. Licensee now claims no rights of authorship or ownership in the Licensed Materials and agrees to execute such documents from time to time as may be necessary to perfect or protect Licensor's rights as author and owner.
21. No Assignment or Transfer. This Agreement and the Licensed Materials to which it applies, may not be assigned, sub-licensed, or transferred by the Licensee without the prior written consent of Licensor's Board of Directors, which may be withheld in Licensor's sole discretion.
22. Use of Software. Licensee shall be exclusively and fully responsible for providing the operating system software and other third-party software and systems required, from time to time, for the operation of Licensed Materials. Licensee shall be exclusively and fully responsible for the supervision, management and control of its use of the Licensed Materials, including without limitation, (i) assuring adequate security, logon, and password protection to protect all keyboards, terminals or computers that may have access to the Licensed Materials; (ii) assuring proper machine configurations, audit controls and operating methods, (iii) establishing adequate backup plans, based on alternative procedures and access to qualified programming personnel, and (iv) implementing sufficient recovery procedures and checkpoints to satisfy its requirements for security and accuracy of input, as well as system restart and recovery in the event of a malfunction.
23. Notification of Security Breach. Licensee agrees to notify Licensor promptly in the event of any breach of its security under conditions in which it would appear that the trade secrets contained in the Source Code were prejudiced or exposed to loss. Licensee shall, upon request of the disclosing party, take all other reasonable steps necessary to recover any compromised trade secrets disclosed to or placed in the possession of Licensee by virtue of this Agreement. The cost of taking such steps shall be borne solely by Licensee.
24. Confidentiality. The ideas and the expressions contained in the Licensed Materials, and particularly the Licensed Source Code, are confidential and proprietary information and trade secrets that the Licensee will receive in confidence. Licensee shall not in any manner or form disclose, provide or otherwise make available, in whole or in part, the Licensed Materials, and particularly the Licensed Source Code, to any third parties except to Licensee's employees, auditors, and consultants, all of whom shall be bound by appropriate non-disclosure agreements in the form attached.
25. Invoices. Unless otherwise agreed in writing, Licensor may submit to Licensee invoices on a monthly basis. Invoices are due upon receipt. After twenty days, unpaid invoices bear interest at the rate of one and one-half percent (1½ %) per month (18% Annual Percentage Rate). Expenses incurred for which we have not yet received appropriate or final documentation may, in Licensor's discretion, be included with an invoice as an estimate to be adjusted later, or reserved for invoicing at a later time.
26. Disputes. Licensee agrees to pay reasonable costs and fees of Licensor for collection of amounts due to Licensor under this agreement or for resolution of disputes under this

agreement, including reasonable attorneys fees of Licensor or other attorney in any action related to this agreement.

27. Non-hire. Both parties agree that neither party shall solicit nor hire the other party's employees involved directly in the relationship established by this Agreement as an employee or as a consultant, until one year has passed since the date the last services were provided by Licensor to Licensee. Licensor advises Licensee that its employees are subject to employment contracts and covenants not to compete.
28. Termination. Licensee may terminate this agreement by providing written notice. In any event Licensor shall not be liable to refund any monies previously received from Licensee.
29. Notices. Any notice or other communication in connection with this Agreement must be in a recorded form, either electronic or written, and must be delivered by electronic mail, by regular mail and by return receipt requested certified mail. Any notice shall become effective when actually delivered to the addressee.

If to Licensor:

GEMINI CONSULTANTS, INC..
 Mitchell B. Brashier, President
 PO Box 3524
 Hueytown, AL 35023
 205-491-3688
 205-491-3633 (fax)
brashier@geminiconsultants.net

If to Licensee

County Commission
 Coosa County, Alabama
 Attention: Administrator
 Coosa County Commission
 P. O. Box 218
 Rockford, AL 35136

Notwithstanding that the effective date of the notice shall be as stated above, should any notice be returned demonstrating no delivery to the addressee, then the party giving notice shall immediately use their best efforts to provide immediate actual written and oral notice to the other parties and all attorneys, which best efforts shall include the undertaking of a reasonable investigation of the current address and telephone number of the party or attorney and the undertaking of a personal effort to call, fax, email and write.

30. General. The Licensee acknowledges that it has read each and every part of this

Agreement, understands it and agrees to be bound by all terms and conditions hereof. All subsequent modifications, amendments, and waivers to this Agreement must be by written instrument, executed by authorized representatives of the parties hereto. No change in the any section referred to in the Allocation of Risk section may be executed except pursuant to special written resolution of the Board of Directors of Licensor, specifically authorizing a greater allocation of risk to Licensor. All provisions of this Agreement shall be construed to be legal, valid and enforceable, but, in the event that any provision under this Agreement shall be deemed illegal, invalid, or otherwise unenforceable by any applicable statute or rule of law, such provision shall be omitted and the entire Agreement shall not fail but the remainder of the Agreement shall continue in full force and effect. The waiver of, or failure to enforce, any breach or default shall not constitute the waiver of any other or subsequent breach or default. Licensor shall not be liable for delay or failure to perform its obligations herein set forth if such delay or failure is due to any cause or condition beyond its reasonable control. The parties expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Neither party nor its agents or employees are the representatives of the other party for any purpose and neither party has the power nor authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever. This Agreement shall be binding upon and shall inure to the benefit of any successor of the parties, who, whether by merger, purchase, or otherwise, acquires all or substantially all of the assets or business of a party. No action, regardless of form, whether at law or in equity, arising in tort or arising out of or relating to this agreement, may be brought by either party more than one (1) year after the cause of action has accrued. All notices and other communications hereunder shall be by written instrument and shall be deemed given upon certified mailing with return receipt, addressed to the party to be notified at the address set forth in this Agreement. This Agreement is to be interpreted, governed and construed by the laws of the State of Alabama, without reference to its conflict of law principles. The Agreement shall be interpreted without regard to which party suggested or proposed specific language, and the rule of law that a document may or should be construed against its drafter shall not be applied to this Agreement. All disputes and lawsuits arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of either the Alabama state courts of Jefferson County, Alabama or the United States District Court for the Northern District of Alabama, and the parties consent to the personal and exclusive jurisdiction and venue of these courts. Each person signing on behalf of any party represents and warrants that he has full authority to agree to this Agreement and to execute it on behalf of the named party. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement. This agreement shall become effective upon the completed exchange and delivery to each party of either (i) a copy of an executed counterpart by each party to the other party, or (ii) a copy of a counterpart demonstrating execution by all parties on a single document. Parties agree to promptly provide each party an executed counterpart of this Agreement with an original signature. This Agreement sets forth the entire Agreement between the parties and supersedes any and all prior proposals,

agreements, and representations between them, whether written or oral, and is intended to be and represents a total and complete bargained-for integration of any and all prior negotiations and agreements, whether oral or written, and thus constitutes the final and exclusive agreement. This Agreement is binding upon the parties upon execution by Licensee and acceptance by Licensor.

Executed under seal in Birmingham, Alabama on the date each signature bears date.

GEMINI CONSULTANTS, INC..

COOSA COUNTY, ALABAMA

By: _____ L.S.

By: Judd z Ada L.S.

Its _____

Its Chairman

Dated: _____

Dated: 2-10-2015

The remainder of this page intentionally left blank.

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT GEMINI CONSULTANTS, INC
COOSA COUNTY, ALABAMA OFFICIALS, EMPLOYEES, AUDITORS AND CONSULTANTS

In consideration of Gemini Consultants, Inc. authorizing Coosa County, Alabama to allow you to access the confidential and proprietary software of Gemini Consultants, and in further consideration of such consideration as Coosa County, Alabama or the State of Alabama may provide to you in your role as either official, employee, auditor, or consultant, the undersigned agrees with Coosa County, Alabama and Gemini Consultants, Inc. as follows:

With respect to the Gemini Consultants, Inc. software used in Coosa County, Alabama, I will not take any of the following actions, either individually or assist another person in taking the actions:

1. I will not make copies of any of the software, documentation or screen images.
2. I will not assist any person to copy any of the software, documentation or screen images.
3. I will not allow any person access to my terminal or computer for the purpose of copying or otherwise gaining unauthorized access to the software, documentation or screen images.
4. If I receive information from which a reasonable person would conclude that it was possible that some person was considering the idea of copying any of the software, documentation or screen images, I will immediately report such information to my supervisor with Coosa County, Alabama in writing and to Gemini Consultants by calling them collect at (205) 491-3688.

I understand and agree that if I do not fulfill this agreement that either Gemini Consultants, Coosa County, Alabama, or both may choose to sue me for damages and an injunction.

I have read and understood this Agreement. I have retained a copy for my future reference. I have signed it under seal on the date shown.

Dated: 2-10-2015

Signature: Todd J. Adams (SEAL)

Printed name: Todd J. Adams

Address P.O. Box 10

Rockford, AL 35136

MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO APPROVE THE RENEWAL OF THE E-911 BOARD. UNANIMOUSLY APPROVED.

COOSA COUNTY EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT (E-911)

JANUARY 13, 2015

The E-911 Board was authorized by Alabama Act 11-98-4.

The Coosa County Commission, on March 11, 2003 passed a Resolution (based on provisions of Act 84-369) establishing the Coosa County E-911 Board/District.

Act 11-98-4 gives specific details concerning the make up of the E-911 Board, who can sit on the Board, and the length of their appointments (the length of the initial term, and the ongoing terms many differ, as indicated below).

Pursuant to Section 4 of Act 84-369, and Section 2 of the Coosa County Resolution dated March 11, 2003 seven (7) seats were established for the E-911 Board. Each Commission District would have one member each, the Dispatch Center in Rockford would have one seat and the Dispatch Center in Goodwater would have one seat, bringing the total seats, on the Board, to 7, the maximum allowed by law.

The terms of the initial appointments were staggered to insure there would always be a sufficient level of expertise on the Board. The initial appointments all began in August 2005. The lengths were:

1. Dist. 1 ————— 3 Years
2. Dist. 2 ————— 3 Years
3. Dist. 3 ————— 4 Years
4. Dist. 4 ————— 3 Years
5. Dist. 5 ————— 2 Years
6. Goodwater Disp. ————— 2 Years
7. Rockford Disp. ————— 4 Years

67
After the initial appointments, as shown above, all terms will be for 4 Years.

The present Board Members terms expire as indicated:

1. Dist. 1-----Elmore Unbehant-----Aug. 2016
2. Dist. 2-----Ida James-----Aug. 2016
3. Dist. 3-----Richard Crayton-----Aug. 2017
4. Dist. 4-----Paul Perrett-----Aug. 2016
5. Dist. 5-----Melvin Palmer-----Aug. 2015
6. Goodwater Disp.-----Gerald Whetstone-----Aug. 2015
7. Rockford Disp.-----Rusty Mascari-----Aug. 2017

The E-911 bi-laws State that a sitting Board Member will remain in their position until 1) they resign, 2) their term is up and they chose to leave, 3) their term is up and the appointing authority choses to replace them.

Each appointing authority should sign below indicating they have received a copy of this appointment schedule:

1. Dist. 1 Randall Durham
2. Dist. 2 Betha Kelly
3. Dist. 3 M. Kelly Kelly
4. Dist. 4 Paul Perrett
5. Dist. 5 J. J. Add
6. Goodwater _____
7. Rockford _____

Respectfully Submitted:



Paul Perrett

Chairman of the E-911 Board

After the initial appointments, as shown above, all terms will be for 4 Years.

The present Board Members terms expire as indicated:

1. Dist. 1-----Elmore Unbehant-----Aug. 2016
2. Dist. 2-----Ida James-----Aug. 2016
3. Dist. 3-----Richard Crayton-----Aug. 2017
4. Dist. 4-----Paul Perrett-----Aug. 2016
5. Dist. 5-----Melvin Palmer-----Aug. 2015
6. Goodwater Disp.-----Gerald Whetstone-----Aug. 2015
7. Rockford Disp.-----Rusty Mascari-----Aug. 2017

The E-911 bi-laws State that a sitting Board Member will remain in their position until 1) they resign, 2) their term is up and they chose to leave, 3) their term is up and the appointing authority choses to replace them.

Each appointing authority should sign below indicating they have received a copy of this appointment schedule:

1. Dist. 1 Randall Durham
2. Dist. 2 Betha Kelly
3. Dist. 3 Donna K. Allen
4. Dist. 4 Paul Perrett
5. Dist. 5 Judd G. Adda
6. Goodwater Gerald Whetstone
7. Rockford Tony Wilson

Respectfully Submitted:



Paul Perrett

Chairman of the E-911 Board

MOTIONED BY PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO TABLE THE CORONER'S REQUEST FOR TWO DEPUTY CORONERS UNTIL MARCH 10, 2015. UNANIMOUSLY APPROVED.

Feb. Meeting Agenda:

Alan Wingfield wishes to open
up two more slots for
"Deputy Coroners"

Per Section 11-5-34

act 2006-581, p 1527, 5.

We only have to approve the two slots.

Paul Perrett

MOTIONED BY PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO FORM A COMMITTEE WITH ADMINISTRATOR, PROBATE JUDGE, SHERIFF, REVENUE COMMISSIONER AND COMMISSION TO FIND OPTIONS ON CREDIT CARD USAGE FOR THE COUNTY AND BRING TO COMMISSION. UNANIMOUSLY APPROVED.

MOTIONED BY RANDALL DUNHAM AND SECONDED BY BERTHA KELLY TO ADVERTISE MAINTENANCE POSITION FROM, FEBRUARY 13TH UNTIL FEBRUARY 27TH. UNANIMOUSLY APPROVED.

MOTIONED BY PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO ADD TO AGENDA THE 2015 LEGISLATIVE AGENDA. VOTED YEA WERE TODD ADAMS, RANDALL DUNHAM, PAUL PERRETT. VOTED NAY WERE UNZELL KELLEY AND BERTHA KELLY. MOTIONED FAILED.

RECESS

MOTIONED BY RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY TO RECESS UNTIL FEBRUARY 17, 2015 FOR PUBLIC HEARING ON SOLID WASTE MANAGEMENT PLAN RENEWAL. UNANIMOUSLY APPROVED.

COOSA COUNTY COMMISSION MINUTES

FEBRUARY 17, 2015

9:00 A.M.

CONTINUED

CALL TO ORDER

COMMISSION ROLL CALL CONSISTED OF CHAIRMAN, TODD ADAMS, VICE CHAIRMAN, BERTHA KELLY AND RANDALL DUNHAM. UNZELL KELLEY AND PAUL PERRETT WERE ABSENT.

PUBLIC HEARING ON SOLID WASTE PLAN. THEO JOHNSON WITH VOLKERT DESCRIBED THE PLAN ALONG WITH COUNTY ENGINEER, DONALD EASON.

MOTIONED BY RANDALL DUNHAM AND SECONDED BY BERTHA KELLY TO APPROVE THE SOLID WASTE PLAN. UNANIMOUSLY APPROVED.

Public Hearing

Sherrie Kelley
 Todd J. Adams
 Bertha Kelly

James K. Johnson
 Donald W. En
 Tito Johnson

Cami Thornton
 Randall Dunsen

County Admin.
 Commissioner

Commissioner

Coosa Co. Attorney

Coosa Co. Engineer

Volkert, Inc.

Town of Rockford

Commissioner

NOTICE OF PUBLIC HEARING
CONCERNING SOLID WASTE
COLLECTION, HAULING AND DISPOSAL

Pursuant to Section 22-27-47 (f) of the Code of Alabama 1975 as amended, the Coosa County Commission will conduct a public hearing on February 17, 2015 at 9:00 a.m. Central Time, in the Coosa County Courthouse Commissioner's Courtroom, 9709 U.S. Highway 231, Rockford, Alabama, on proposed solid waste management plan. The proposed solid waste management plan includes information and plans concerning solid waste collection, recycling and disposal, unauthorized dump abatement, and other solid waste management needs and alternatives. Goals of the plan are to identify the origin and volume of waste currently being generated within the jurisdiction of Coosa County, to ensure that adequate waste collection, transportation and disposal facilities are available to the residents of Coosa County at a reasonable cost, to offer guidelines for future management of solid waste generated within the jurisdiction of Coosa County, and to comply with applicable statutes and regulation.

Copies of the proposed solid waste management plan are available for inspection at the Coosa County Commission office, 9709 US Highway 231, Rockford, Alabama 35136, telephone number 256-377-2420 during normal business hours from 8:00 a.m. until 4:00 p.m. Any member of the public may present data, views and arguments on the proposed solid waste management plan during the public comment period that will begin on January 16, 2015 and end on February 17, 2015 at the conclusion of the public hearing on the proposed solid waste management plan. Everyone is encouraged and invited to review the proposed solid waste management plan and to attend the public hearing, and to orally or in writing present data, views and arguments about the proposed solid waste management plan. If sending data, views and arguments in writing about the proposed solid waste management plan, please do so such that they are received by the Coosa County Commission before the conclusion of the public hearing.

Notice prepared and approved by: Sherrie Kelley – County Administrator on January 13, 2015



2015
Solid Waste Management Plan
Coosa County

_____, 2015 – _____, 2025

Prepared by

VOLKERT

2 20th Street North, Suite 300
Birmingham, AL 35203
205-214-5500

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- APPENDIX 1 – Resolution – Update to the Solid Waste Management Plan for Coosa County, Alabama
- APPENDIX 2 - Coosa County Commission Solid Waste Management Plan Update Public Hearing minutes
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- APPENDIX 4 - Letters of Municipalities electing to participate in the Coosa County Solid Waste Management Plan
- APPENDIX 5 - Current MSW Collection Agreements

1.0 INTRODUCTION

The Alabama Solid Waste Disposal Act, Code of Alabama 1975, 22-27-047, requires that each county and any municipality as described below shall submit to the department a plan for the management of solid waste generated within its boundaries. A county's plan shall include the municipal jurisdictions within its boundaries except that any municipality may choose to submit its own solid waste management plan intended for implementation within its city limits and thereby be excluded from its county plan.

2.0 SOLID WASTE MANAGEMENT PLAN JURISDICTION

Coosa County is located in central Alabama as shown on Figure 1. The SWMP covers the entire county. Elmore County borders Coosa County to the south. Chilton County is to the west. Tallapoosa County is to the east and Talladega and Clay Counties are to the north. A portion of Shelby County border on the west as well.

Coosa County's population, from the 2010 census was 11,539. There are an estimated 4573 occupied homes in the county which results in 2.52 residents per home.

The county seat is Rockford. The total area of the county is 666 square miles. Municipalities within Coosa County and their respective populations are:

- Rockford - 477
- Goodwater - 1475
- Kellyton - 217

All municipalities within the SWMP jurisdiction have been invited to participate in the SWMP and be subject to the SWMP.

3.0 SOLID WASTE MANAGEMENT PLAN PLANNING PERIOD

The SWMP planning period as dictated by Alabama Code is 10 years. Therefore this SWMP will apply to the County's solid waste needs for the period from _____ 2015 through _____ 2025.

Coosa County
2015 Solid Waste Management Plan

Figure 1 - Location Map



FIGURE 1
LOCATION MAP

4.0 SOLID WASTE MANAGEMENT PLAN IMPLEMENTATION

Directly from 22-27-047:

(f) Prior to final adoption or amendment of a plan, the jurisdiction shall afford the public an opportunity to present data, views and arguments thereon, orally or in writing. The public comment period shall be no less than 30 days in length and shall include at least one public hearing. Notice of the public comment period shall be published at least once in a newspaper of general circulation in the jurisdiction and in the official gazette, if any, in the jurisdiction. Notice of the inclusive dates of the public comment period and the date of the public hearing may be combined in the same publication. Notice of the time and place of the public hearing shall be published at least 30 days, but not more than 45 days prior to the date of said hearing. Any published notice shall contain a brief description of the proposed plan, and shall identify a location where copies of the plan shall be available for inspection during normal business hours, and shall also identify a contact person from whom interested persons can obtain additional information or copies of the proposed plan. The plan, including any revisions, subsequently submitted for adoption shall be accompanied by a document containing written responses to comments made during the comment period.

(g) The governing body of the jurisdiction shall adopt the final plan within 60 days from the end of the public comment period at an official business meeting open to the public.

(h) Upon completion and adoption of the local plan, it shall be submitted to the department for review and approval. Within 30 days after receiving a complete plan, the department shall approve, conditionally approve or disapprove it, unless the department gives written notice that additional time is necessary to complete its review. If the department gives such notice, it shall have 30 additional days to render a decision. The department shall approve any local plan that demonstrates to the satisfaction of the department that:

(1) The plan is complete and accurate and consistent with this article and regulations promulgated hereunder.

(2) The plan provides for the processing and disposal of municipal waste in a manner that is consistent with the requirements of the solid waste management act and the regulations promulgated pursuant thereto.

(3) The plan provides for the processing and disposal of local waste for at least 10 years.

(i) Each county and municipality with an approved solid waste management plan shall submit a revised plan to the department in accordance with the requirements of this article:

(1) At least three years prior to the time all remaining available permitted capacity for the jurisdiction will be exhausted, or

(2) When otherwise required by the department.

5.0 SPECIFIC REQUIREMENTS FROM 22-27-047 TO BE ADDRESSED IN SOLID WASTE MANAGEMENT PLANS

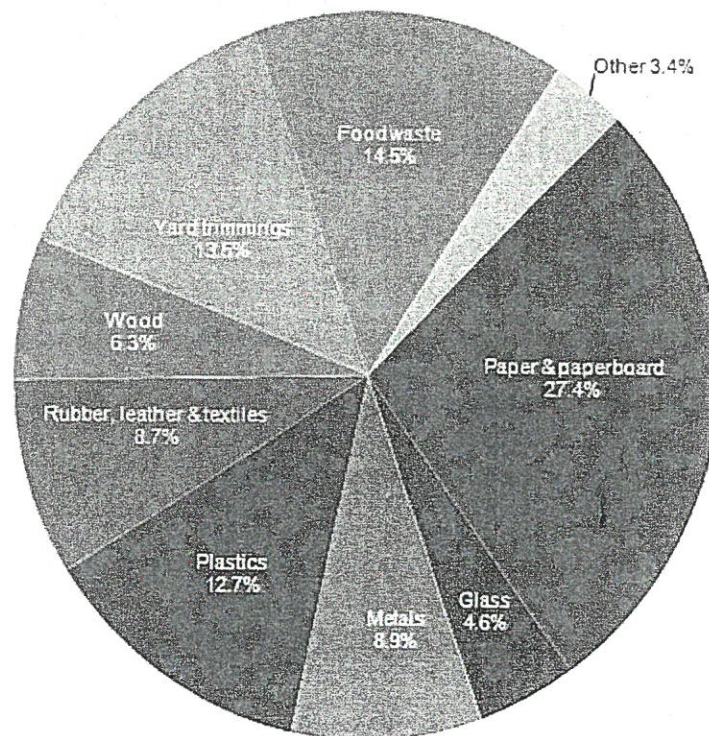
5.1 Solid Waste Generated within the County

Describe and explain the general origin, and weight or volume of solid waste currently generated within the jurisdiction's boundaries. For purposes of this estimate the jurisdiction may use such information as is reasonably available, or may use accepted methods of estimation recommended by the department.

Solid Waste Composition:

According to the US Environmental Protection Agency in 2012, organic materials continue to be the largest component of MSW. Paper and paperboard account for 28 percent and yard trimmings and food waste account for another 28 percent. Plastics comprise about 13 percent; metals make up 9 percent; and rubber, leather, and textiles account for 8 percent. Wood follows at around 6 percent and glass at 5 percent. Other miscellaneous wastes make up approximately 3 percent of the MSW generated in 2011 (Figure 2).

Figure 2 - Total MSW Generation (by material), 2012



- Paper: 27.4%
- Food Waste: 14.5%
- Yard Trimmings: 13.5%
- Plastics: 12.7%
- Metals: 8.9%
- Rubber, Leather, and Textiles: 8.7%
- Wood: 6.3%
- Glass: 4.6%
- Other: 3.4%

Solid Waste Generation Volumes for Coosa County

Municipal Solid Waste

From Section 2.0 Coosa County's 2010 population was 11,539. EPA estimates individual waste generation rate at 4.38 pounds per day. Therefore total waste generated per day in Coosa County is 25.3 tons or 9,223.7 tons annually.

Industrial Waste

The Alabama Department of Environmental Services defines Industrial Solid Waste as solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under Chapters 22 to 30, inclusive, of Title 22, Code of Alabama 1975, and the regulations promulgated thereunder.

There is one source of industrial waste generated in Coosa County. Madix Corporation located in Goodwater, Alabama does generate industrial waste. No information on quantities are available.

Other industries operating in Coosa County include:

- A&E Metal
- AmTech, LLC
- Lake Martin Wellington
- SIGMA
- Wingfield Engineering

Records on quantities or types of industrial waste generated from these industries are unavailable.

Construction and Demolition Waste

The Alabama Department of Environmental Services defines Construction/Demolition Waste as waste building materials, packaging, and rubble resulting from construction, remodeling, repair, or demolition operations on houses, commercial buildings, and other structures. Such wastes include, but are not limited to, masonry materials, sheet rock, roofing waste, insulation (not including asbestos), scrap metal, and wood products. Uncontaminated concrete, soil, brick, waste asphalt paving, ash resulting from the combustion of untreated wood, rock, and similar materials are excluded from this definition.

From Section 2.0 Coosa County's 2010 population was 11,539. EPA estimates individual construction and demolition waste generation rate at 2.8 pounds per day. Therefore total C&D waste generated per day in Coosa County is 16.2 tons or 5,896.4 tons annually

Special Waste

The Alabama Department of Environmental Services defines Special Waste as those wastes requiring specific processing, handling or disposal techniques as determined necessary by the Department which are different from the techniques normally utilized for handling or disposal. Examples of such waste types may include, but are not limited to: mining waste; fly ash; bottom ash; sludges; friable asbestos; industrial waste; liquid waste; large dead animals or large quantities of dead animals and residue, medical waste, foundry waste, petroleum contaminated wastes, municipal solid waste ash, or contaminated soil and water from the cleanup of a spill.

There are no known or identified special waste generated in Coosa County.

5.2 Collection Methods

Identify current methods of collection and haulage of solid waste within the jurisdiction;

Municipal Solid Waste

From Section 2.0 Coosa County's 2010 population was 11,539. EPA estimates individual waste generation rate at 4.38 pounds per day. Therefore total waste generated per day in Coosa County is 25.3 tons or 9,223.7 tons annually. Coosa County has a contract with Advance Disposal for the collection of MSW within the County. Goodwater is the only municipality that has mandatory collection of MSW.

Advanced Disposal disposes the waste at the Salem Transfer Station in Lee County.

Please see Appendix 5 for copies of the current agreements for solid waste services. These include:

- P&G Endeavors, Inc.
- Advanced Disposal
- Waste Away Group, Inc.

Industrial Waste

There is no information available as to who collects industrial waste generated by

Madix Corporation located in Goodwater, Alabama disposes their own industrial waste they generate.

C&D Waste

There is no information available as to who collects C&D waste generated in Coosa County. The County does not have contracts for the collection of C&D waste. Individuals collect and haul C&D waste to landfills.

5.3 Solid Waste Disposal

Identify and describe the facilities where solid waste is currently being disposed or processed and the remaining available permitted capacity of such facilities and the capacity which could be made available through the reasonable expansion of such facilities. The plan shall also explain the extent to which existing facilities will be used during the life of the plan and shall not substantially impair the use of their remaining permitted capacity;

There are 9 landfills that have Coosa County as their Service Area for Municipal Solid Waste. They are:

Table 1 – Service Area for MSW

Individual Counties	Permit No.	County	Permitted Volume (tons/day)
Salem Waste Disposal Center	41-03	Lee	1500
Highway 70 Landfill	59-15	Shelby	1500
Stone's Throw Landfill	62-11	Tallapoosa	1500
State of Alabama Service Area			
Choctaw County Regional Landfill	12-01	Choctaw	1500
Green Mounty Management	37-48	Jefferson	5000
Veolia ES Star Ridge Landfill	58-01	St. Clair	600
Black Warrior Solid Waste Facility	63-01	Tuscaloosa	1500
Turkey Trot Landfill	65-05	Washington	4000
Willow Ridge Landfill	67-03	Winston	1500

Note that the last 6 list the "State of Alabama" as their service area.

There are 11 landfills that have Coosa County as their Service Area for Construction and Demolition Waste (C&D). These are:

Coosa County
2015 Solid Waste Management Plan

Table 2 Service Area for C&D

Individual Counties	Permit No.	County	Permitted Volume (tons/day)
Ashland-Goodwater-Lineville Landfill	14-02	Clay	75
Coosa County Inert Landfill	19-03	Coosa	5.32
Circle "J" Inert Landfill	51-09	Montgomery	300
New North Central Ave. Inert Landfill	62-10	Tallapoosa	120
State of Alabama Service Area			
B & B Tire Landfill	05-07	Blount	100
WCA/Blount Landfill - Blount County	05-08	Blount	500
Rose Hill Landfill	23-07	Dale	400
Think Pink Coalburg Road Landfill	37-34	Jefferson	100
Sylvan Springs Waste Complex	37-46	Jefferson	2500
SFI North Jefferson Landfill	37-47	Jefferson	550
Pace Industries, Lynn Landfill	67-13	Winston	750

Note that the last 7 list the "State of Alabama" as their service area.

Only the Franklin County Land Management C/D Landfill (Permit No. 30-04) has the State of Alabama listed as its Service Area for Industrial Waste. Its permitted volume is 250 tons per day.

The Coosa County Inert Landfill does have waste composting facilities on-site.

There are no other waste composting facilities in Coosa County.

The closest recycling center is located in Alexander City.

Madix Corporation located in Goodwater, Alabama has their own landfill for the disposal of the industrial waste they generate.

5.4 Recycling

Provide a description of current or planned recycling programs and an analysis of their impact on waste generated within the jurisdiction. Particularly regarding recycling, the plan shall describe and evaluate:

- a. Potential benefits of recycling, including the potential solid waste reduction and the avoided cost of municipal waste processing or disposal.
- b. Existing materials recovery operations and the kind and weight or volume of materials recycled by the operations, whether public or private.
- c. The compatibility of recycling with other waste processing or disposal methods used in the jurisdiction including methods of collecting recyclables.
- d. Options for cooperation or agreement with other jurisdictions for the collection, processing and sale of recyclable materials.

Coosa County does not have a county wide recycling program in place and there are no plans for a program to be put in place at this time. However the Coosa County Inert Landfill does take metals, electronics and computers.

The County has participated in the Alabama People Against a Littered State (PALS) the last three years and plan to continue their participation.

The Lake Martin and Lake Mitchell Home Owners and Boat Owners Associations have lake clean up days annually.

Advanced Disposal has placed roll-off containers at collection sites at various locations in the County.

The County has developed no options for cooperating with other jurisdictions for the collection, processing and sale of recyclable materials to date.

5.5 Subtitle D Requirements

Address the requirements proposed under Subtitle D of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 as amended and identify and explain those actions the jurisdiction should take to assure proper management of its wastes under these requirements.

The Jurisdiction will follow the requirements of Subtitle D of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 as amended to its best ability.

5.6 Unauthorized Dumps

Propose procedures for the identification and elimination of unauthorized dumps in the jurisdiction;

The County works with ADEM to identify and remediate illegal dumps. At the time of this plan there were not any illegal dumps identified in Coosa County.

There are methods for preventing illegal dumps in the County. These include:

1. Fines and civil penalties.
2. Mandatory garbage pick-up for each resident of the County.
3. Education.

At this time only Goodwater has mandatory pick-up.

5.7 Solid Waste Projections

Describe and explain the general origin and weight or volume of solid waste reasonably expected to be generated within the jurisdiction annually during the next 10 years. The assessment shall describe the primary variables affecting this estimate and the extent to which they can reasonably be expected to affect the estimate.

Population estimates were obtained from the Center for Business and Economic Research (CBER) at the University of Alabama. The projections used were from the Alabama County Population 2000-2010 and Projections 2015-2040 for Coosa County.

The CBER projections have been updated based on 2010 census data. The projections are based on 2000 and 2010 census data and used birth rates, death rates and net migration in and out of Coosa County for five-year groupings to arrive at a total population projection for Coosa County.

The estimated population projections for Coosa County are listed in the following table for the years 2013-2025.

Table 3 Population Projections for Coosa Co. 2013-2025

YEAR	POPULATION	% CHANGE
2013	11,355	
2014	11,293	-0.54%
2015	11,232	-0.55%
2016	11,166	-0.59%
2017	11,099	-0.60%
2018	11,033	-0.60%
2019	10,966	-0.61%
2020	10,900	-0.61%
2021	10,822	-0.72%
2022	10,744	-0.72%
2023	10,667	-0.73%
2024	10,589	-0.73%
2025	10,511	-0.74%

Waste Generation Volume Projections

Municipal Solid Waste

MSW generation volumes are projected for the Coosa County based on population estimates generated above through the year 2025. Municipal Solid Waste (MSW) generated for these years use the per capita waste generation rate presented in Section 1.0 of 4.43 pounds per day. The estimated volumes of MSW projected through 2025 for the Coosa County in tons are:

Table 4 Volume Estimates of MSW Projected Through 2025

YEAR	POPULATION	MSW TONS/DAY	MSW TONS/YEAR
2013	11,355	25.2	9,180
2014	11,293	25.0	9,130
2015	11,232	24.9	9,081
2016	11,166	24.7	9,027
2017	11,099	24.6	8,973
2018	11,033	24.4	8,920
2019	10,966	24.3	8,866
2020	10,900	24.1	8,812
2021	10,822	24.0	8,749
2022	10,744	23.8	8,687
2023	10,667	23.6	8,624
2024	10,589	23.5	8,561
2025	10,511	23.3	8,498

TOTAL TONS 2013-2025: 115,108

Industrial Solid Waste

As reported previously in this Plan, generation rates for the one company that generates industrial waste in the Coosa County are unavailable.

Construction and Demolition Waste

C&D generation volumes are projected for Coosa County based on population estimates generated above through the year 2025. C&D Waste generated for these years use the per capita waste generation rate presented in Section 1.0 of 2.8 pounds per day. The estimated volumes of C&D projected through 2025 for Coosa County in tons are:

Table 5 Volume Estimates of C&D Waste Projected Through 2025 for Coosa Co.

YEAR	POPULATION	C&D TONS/DAY	C&D TONS/YEAR
2013	11,355	15.9	5,802
2014	11,293	15.8	5,771
2015	11,232	15.7	5,740
2016	11,166	15.6	5,706
2017	11,099	15.5	5,672
2018	11,033	15.4	5,638
2019	10,966	15.4	5,604
2020	10,900	15.3	5,570
2021	10,822	15.2	5,530
2022	10,744	15.0	5,490
2023	10,667	14.9	5,451
2024	10,589	14.8	5,411
2025	10,511	14.7	5,371

TOTAL TONS 2013-2025: 72,755

5.8 Solid Waste Systems Expansion

Provide for the development or expansion of solid waste management systems in a manner that is consistent with the needs of the area, taking into account planning, zoning, population and development estimates, and economics of the jurisdiction and the protection of air, water, land and other natural resources.

New technologies may be developed in the next 10 years that could impact current solid waste operations within the County. There are no changes anticipated for the solid waste operations in the County. In order to provide for the development or expansion of solid waste management in the County, Coosa County will need to consider and evaluate the following questions as the need arises:

Capacity Assurance

- Q. Is there enough disposal capacity for anticipated **MSW** volumes generated in Coosa County at a reasonable cost?
- A. There are nine Municipal Solid Waste landfills in the State of Alabama that have Coosa County included in their service area. The Plan assumes sufficient capacity exists.
- Q. Is there enough disposal capacity for anticipated **Industrial Waste** volumes generated in Coosa County at a reasonable cost?
- A. The Franklin County Land Management C/D Landfill (Permit No. 30-04) has the State of Alabama listed as its Service Area for Industrial Waste. Its permitted volume is 250 tons per day. The Plan assumes sufficient capacity exists.
- Q. Is there enough disposal capacity for anticipated **C&D** volumes generated in Coosa County at a reasonable cost?
- A. There are eleven C&D landfills in the State of Alabama that have Coosa County included in their service area. The Plan assumes sufficient capacity exists.

5.9 Current Solid Waste Agreements

Identify any current agreements between the jurisdiction and other units of local government or public authorities for the joint use of solid waste processing or disposal facilities and evaluate the need for and feasibility of entering joint agreements in the future;

Identify any current contractual agreements with private entities for the collection, processing or disposal of solid waste and evaluate the need for and feasibility of entering into such agreements in the future;

Currently Coosa County has no agreements with municipalities for the collection, transportation or disposal of Municipal Solid Waste. They also do not have agreements for any joint use of facilities for the purpose of recycling.

Coosa County may desire to develop joint agreements with authorities or municipalities in the next 10 years as part of this SWMP. These agreements may include collection, transportation or disposal as well as recycling or composting.

5.10 Solid Waste Facilities Protocol

Identify the general location within a county where solid waste processing or disposal facilities and recycling programs may be located, and identify the site of each facility if a site has already been chosen. In identifying general locations for facilities in the plan, each jurisdiction shall consider at least the following:

- a. **The jurisdiction's solid waste management needs as identified in its plan;**

Currently, your SWMP plan assumes that the county will review any proposal to determine that it is consistent with the SWMP. If it is not the proposal will be denied.

- b. **The relationship of the proposed location or locations to planned or existing development, to major transportation arteries and to existing state primary and secondary roads;**

The County Engineering Department will review the proposal to determine any positive and negative impacts on the developments and roadways. The engineer will provide the Commission a full report prior to them making a decision.

- c. **The relationship of the proposed location or locations to existing industries in the jurisdiction or state that generate large volumes of solid waste and to the areas projected by the state or local regional planning and development commission for development of industries that will generate solid waste;**

The County will determine the proximity of the location to existing industries and potential industries that generate solid waste. The regional planning commission will assist in this evaluation.

- d. **The costs and availability of public services, facilities and improvements which would be required to support a facility in this location and protect public health, safety and the environment;**

The County Engineering Department and local utility departments that will serve the proposed facility will review the proposal to determine what expansion of their facilities (roads, water, sewer, gas, electric) would be required and would provide an estimate of the costs for these expansions. The engineer will provide the Commission a full report prior to them making a decision.

- e. **The potential impact a facility in the proposed location or locations would have on public health and safety, and the potential that such locations can be utilized in a manner so as to minimize the impact on public health and safety;**

The proposed facility will be required to minimize impacts on public health and safety. The proposal needs to explain how this will be accomplished.

- f. **The social and economic impacts that a facility at the proposed location would have on the affected community, including changes in property values, community perception and other costs;**

The proposal will need to include a section that identifies positive and negative impacts the facility will have on the community. This should include employment opportunities, the effects on property values around the facility and overall community perception.

In addition to the above protocol, the jurisdiction will comply with the Alabama Code of Law specifically Section 22-27-48: Implementation of Plans and any subsequent amendments to this Section of the Alabama Code.

5.11 Future Needs

For any facility expected to serve the jurisdiction's future needs that is located or is proposed to be located outside the jurisdiction, the plan shall explain in detail the reasons for selecting such a facility.

The jurisdiction does not utilize any current facilities located outside the jurisdiction. However if the need arises in the future due to capacity constraints or other reasons the jurisdiction may utilize facilities outside the current jurisdiction.

5.12 Public Participation

The SWMP plan currently includes the following regarding Public Participation:

Interested parties may currently participate in the county's decision making process through town meetings and public hearings. Although public participation is a necessary part of the permitting process for solid waste disposal facilities, it is suggested, but not necessary, before approving all solid waste management contracts.

Coosa County provides public notices regarding any service described in the SWMP and conducts public hearings as provided in 22-27-4, Code of Alabama 1975, as amended, or as is otherwise.

In providing public notice regarding any services described in the SWMP, the local government shall at a minimum give notice and hold a public hearing as provided in 22-27-4, Code of Alabama 1975, as amended, or as is otherwise.

Any proposal for new or expansions of solid waste management systems must be submitted to the Commission and include the following:

- Letter with a description of the project
- Site location map
- Report addressing the six items listed in Section 10
- Complete cost analysis and potential benefits for County/Municipal residents

After a satisfactory proposal or report is presented to the Commission and prior to action by the commission on the proposal the proposal shall be made in a public meeting only after public notice of issuance and an opportunity for public comment is provided. The Commission will not consider any proposal or report that does not comply with the SWMP and the applicable laws, regulations and ordinances.

At this time Coosa County has no plans for the expansion or addition of any solid waste management facilities.

However, in the event proposals are received for the expansion or addition of new facilities this section of the SWMP will be used to review and approve or reject such proposals that come before them.

Although there are currently no MSW landfills located in the jurisdiction, the option to site a landfill (or transfer station, recycling center, or other solid waste facility) shall remain available to the jurisdiction throughout the planning period of this SWMP.

APPENDIX 1

Resolution – Update to the Solid Waste Management Plan for Coosa County, Alabama

APPENDIX 2

Coosa County Commission Solid Waste Management Plan Update Public Hearing minutes

APPENDIX 3

Proof of Publication of Public Hearing

APPENDIX 4

Letters of Municipalities electing to participate in the Coosa County Solid Waste Management Plan

APPENDIX 5

Current MSW Collection Agreements

P & G ENDEAVORS, INC.

48775 HIGHWAY 280
SYLACAUGA, ALABAMA 35151
Phone: (256) 245-4300

POST OFFICE BOX 222
WEOGUFKA, ALABAMA 35183
Fax: (256) 245-4342

Date: December 1, 2010

DUMPSTER CONTRACT

Coosa County Commission
P.O. Box 10
Rockford, Al 35136

We agree to provide a dumpster to be set at the Coosa County Landfill that will be used for electronic equipment only. It will be dumped as needed. When you notify us that it needs pulled, we will pull it within 72 hours (excluding holidays).

Daily Charge: \$1.00 per day billed monthly
Dump Fee: \$100.00 per dump plus \$30.00 per ton

Terms: Good for one year from approval

Accepted by Judd J. Adair
Title Chairman Coosa County Commission
Date: 12-14-2010

CONTINUATION CERTIFICATE

Premium Amount: \$1,000.00

The International Fidelity Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. 0443538 in the sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00) Dollars, on

behalf of URRUTIA, INC. D/B/A ARROW DISPOSAL SERVICESin favor of COOSA COUNTY, ALsubject to all the conditions and terms thereof through March 31, 2015 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 4 day of March, 2014.

International Fidelity Insurance Company
Surety

By: Janice Fennell
Janice Fennell Attorney-in-Fact



Advanced Disposal
Keeping Your Community Beautiful

*Sherrie,
Bond Renewal for
your Records.
Thanks Lynn*

POWER OF ATTORNEY**INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY**

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JANICE FENNELL, JEREMY C. ROSE, RICHARD C. ROSE

Knoxville, TN.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4TH day of MARCH 2014

MARIA BRANCO, Assistant Secretary



RE: ADS Waste Holdings Inc. and subsidiaries

To Whom It May Concern:

Effective November 20, 2012; ADS Waste Holdings, Inc. and subsidiaries acquired Veolia Solid Waste. In addition, the companies that were formerly known as Advanced Disposal Services, Inc. and Highstar Waste Holdings Corp. are included under ADS Waste Holdings, Inc.

Enclosed is a revised certificate with the name change; note all the subsidiaries of ADS Waste Holdings Inc. are attached to the certificate.

If there should be any questions, please contact me by email at jenny.pierce@willis.com or phone 757-628-2331.

Thank you,

Jenny Pierce

Client Manager

Named Insureds:

Advanced Disposal Waste Holdings Corp.
 Advanced Disposal Services Southeast, Inc.
 Advanced Disposal Recycling Services Atlanta, LLC
 Advanced Disposal Recycling Services, LLC
 Advanced Disposal Recycling Services Gulf Coast, LLC
 Advanced Disposal Services Alabama CATS, LLC
 Advanced Disposal Services Alabama EATS, LLC
 Advanced Disposal Services Alabama Holdings, LLC
 Advanced Disposal Services Alabama, LLC
 Advanced Disposal Services Atlanta, LLC
 Advanced Disposal Services Augusta, LLC
 Advanced Disposal Services Biloxi MRF, LLC
 Advanced Disposal Services Biloxi Transfer Station, LLC
 Advanced Disposal Services Birmingham, Inc.
 Advanced Disposal Services Carolinas, LLC
 Advanced Disposal Services Carolinas Holdings, LLC
 Advanced Disposal Services Central Florida, LLC
 Advanced Disposal Services Cobb County Recycling Facility, LLC
 Advanced Disposal Services
 Cobb County Transfer Station, LLC
 Advanced Disposal Services Georgia Holdings, LLC
 Advanced Disposal Services Gwinnett Transfer Station, LLC
 Advanced Disposal Services Gulf Coast, LLC
 Advanced Disposal Services Hancock County, LLC
 Advanced Disposal Services Jackson, LLC
 Advanced Disposal Services Jacksonville, LLC
 Advanced Disposal Services Jones Road, LLC
 Advanced Disposal Services Lithonia Transfer Station, LLC
 Advanced Disposal Services Macon, LLC
 Advanced Disposal Services Middle Georgia, LLC
 Advanced Disposal Services Milledgeville Transfer Station, LLC
 Advanced Disposal Services Mississippi, LLC
 Advanced Disposal Services Mobile Transfer Station, LLC
 Advanced Disposal Services National Accounts, LLC
 Advanced Disposal Services National Accounts Holdings, Inc.
 Advanced Disposal Services North Alabama Landfill, LLC
 Advanced Disposal Services North Florida, LLC
 Advanced Disposal Services North Georgia, LLC
 Advanced Disposal Services Pasco County, LLC
 Advanced Disposal Services Prattville C&D Landfill, LLC
 Advanced Disposal Services Renewable Energy, LLC
 ADS Renewable Energy - Eagle Point, LLC
 ADS Renewable Energy - Stones Throw, LLC
 ADS Renewable Energy - Wolf Creek, LLC
 Advanced Disposal Services Rockingham County, LLC
 Advanced Disposal Services Rogers Lake, LLC
 Advanced Disposal Services Selma Transfer Station, LLC
 Advanced Disposal Services Smyrna Transfer Station, LLC
 Advanced Disposal Services South Carolina, LLC
 Advanced Disposal Services Stateline, LLC
 Advanced Disposal Services Tennessee Holdings, Inc.
 Advanced Disposal Services Tennessee, LLC
 Arrow Disposal Service, LLC
 Baton Rouge Renewable Energy LLC
 Cartersville Transfer Station, LLC
 Caruthers Mill C&D Landfill, LLC
 Coastal Recyclers Landfill, LLC
 Doraville Transfer Station, LLC
 Eagle Point Landfill, LLC
 Firetower Landfill, LLC
 Guardian Waste Group, Inc.
 Hall County Transfer Station, LLC
 Jones Road Landfill and Recycling, Ltd.
 Middleton, LLC
 Nassau County Landfill, LLC
 Old Kings Road, LLC
 Old Kings Road Solid Waste, LLC
 Pasco Lakes Inc.
 Site Services, LLC
 SSI Southland Holdings, Inc.
 Stone's Throw Landfill, LLC
 Tallassee Waste Disposal Center, Inc.
 Turkey Trot Landfill, LLC
 Welcome All Transfer Station, LLC
 Wolf Creek Landfill, LLC
 HWStar Holdings Corp.
 Advanced Disposal Services East, Inc.[2]
 Highstar Waste Acquisition Corp.
 IWStar Waste Holdings Corp.
 NEWStar Waste Holdings Corp.
 North East Waste Services, Inc.
 NEWS North East Holdings, Inc.
 Vermont Hauling, Inc.
 St. Johnsbury Transfer Station, Inc.
 Moretown Landfill, Inc.
 Burlington Transfer Station, Inc.
 Waitsfield Transfer Station, Inc.
 NEWS MA Holdings, Inc.
 South Hadley Landfill, LLC
 Oxford Transfer Station, LLC
 WSI of New York, Inc.
 North East Waste Transport, Inc.
 PDC Disposal Co., Inc.

NEWS Mid-Atlantic Holdings, Inc.
 WSI Medical Waste Systems, Inc.
 Somerset Hauling, Inc.
 WSI Sandy Run Landfill, Inc.
 Community Refuse Service, Inc.
 NEWS PA Holdings, Inc.
 Community Refuse Service, LLC
 Mostoller Landfill, LLC
 WSI Sandy Run Landfill, LLC
 Interstate Waste Services of Pennsylvania, LLC
 Interstate Waste Services of Western Pennsylvania,
 Inc.
 Evergreen Waste Solutions, Inc.
 McAuliffe Hauling and Recycling Services, Inc.
 Hinkle Hauling Service, Inc.
 Eastern Trans-Waste of Maryland, Inc.
 Mostoller Landfill, Inc.
 WBLF Acquisition Company, LLC
 Highstar Royal Oaks I, Inc.
 Highstar Royal Oaks II, Inc.
 Eagle Environmental II, L.P.
 Highstar Galante, Inc.
 Champion Recycling, Inc.
 Trestle Park Carting, Inc.
 Trestle Transport, Inc.
 Western Maryland Waste Systems, LLC
 Interstate Waste Services Holding Co., Inc.
 Interstate Waste Services of New Jersey, Inc.
 I.W.S. Transfer Systems of NJ, Inc.
 Garofalo Brothers, Inc.
 Interstate Waste Services, Inc.
 Crossroads Transfer Systems, Inc.
 I.W.S. Transfer Systems of N.Y., Inc.
 MWStar Waste Holdings Corp.[1]
 Advanced Disposal Services Midwest, LLC
 Advanced Disposal Services Solid Waste Leasing
 Corp.
 Advanced Disposal Services Solid Waste Midwest,
 LLC
 Advanced Disposal Services Cranberry Creek Landfill,
 LLC
 Advanced Disposal Services Emerald Park Landfill,
 LLC
 Land and Gas Reclamation, Inc.
 Landsouth, Inc.
 Advanced Disposal Services Seven Mile Creek
 Landfill, LLC
 Advanced Disposal Services Glacier Ridge Landfill,
 LLC

Advanced Disposal Services Hickory Meadows
 Landfill, LLC
 Summit, Inc.
 South Suburban, LLC
 Advanced Disposal Services Valley Meadows Landfill,
 LLC
 Advanced Disposal Services Mallard Ridge Landfill,
 Inc.
 Advanced Disposal Services Blackfoot Landfill, Inc.
 Advanced Disposal Services Hoosier Landfill, Inc.
 Advanced Disposal Services Pontiac Landfill, Inc.
 Advanced Disposal Services Arbor Hills Landfill, Inc.
 Advanced Disposal Services Cedar Hill Landfill, Inc.
 Advanced Disposal Services Star Ridge Landfill, Inc.
 Advanced Disposal Services Eagle Bluff Landfill, Inc.
 Advanced Disposal Services Solid Waste of PA, Inc.
 Advanced Disposal Services Greentree Landfill, LLC
 Advanced Disposal Services Chestnut Valley Landfill,
 Inc.
 Advanced Disposal Services Lancaster Landfill, LLC
 Advanced Disposal Services Morehead Landfill, Inc.
 Advanced Disposal Services Blue Ridge Landfill, Inc.
 Advanced Disposal Services Maple Hill Landfill, Inc.
 Advanced Disposal Services Oak Ridge Landfill, Inc.
 Advanced Disposal Services Pecan Row Landfill, LLC
 Advanced Disposal Services Magnolia Ridge Landfill,
 LLC
 Advanced Disposal Services Evergreen Landfill, Inc.
 Advanced Disposal Services Taylor County Landfill,
 LLC
 ADS Solid Waste of NJ, Inc.
 Advanced Disposal Services Cypress Acres Landfill,
 Inc.
 Parker Sanitation II, Inc.
 Advanced Disposal Services Central Alabama, Inc.
 Superior Waste Services of New York City, Inc.
 Advanced Disposal Services Valley View Landfill, Inc.
 Advanced Disposal Services Orchard Hills Landfill,
 Inc.
 Advanced Disposal Services Sumner Landfill, Inc.
 Advanced Disposal Services Wayne County Landfill,
 Inc.
 Advanced Disposal Services Zion Landfill, Inc.
 Advanced Disposal Services Rolling Hills Landfill, Inc.
 Advanced Disposal Services Vasko Rubbish Removal,
 Inc.
 Advanced Disposal Services Vasko Solid Waste, Inc.
 Urban Sanitation Limited
 Sanitation Services Company Limited

CONSENT TO ASSIGNMENT OF CONTRACT

THIS CONSENT TO ASSIGNMENT OF CONTRACT is made and given as of the 25 day of February, 2003, by COOSA COUNTY, ALABAMA ("Governmental Authority").

WHEREAS, Waste Away Group, Inc. ("Assignor"), as Contractor, and Governmental Authority entered into that certain Contract for Solid Waste Collection and Disposal dated April 1, 1996 (the "Contract") for the provision of certain waste collection and disposal services; and

WHEREAS, Assignor and Urrutia, Inc. d/b/a Arrow Disposal Service ("Assignee") desire to enter into that certain Assignment and Assumption Agreement, whereby Assignor would transfer and assign all of its rights in the Contract to Assignee, and Assignee would assume all of the duties, obligations, and liabilities of Assignor as if it were the original contractor thereunder; and

WHEREAS, Governmental Authority is executing this instrument for the purpose of granting its consent to such assignment and assumption.

NOW THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Governmental Authority hereby agrees as follows:

1. Governmental Authority consents to the transfer and assignment of Assignor's right, title and interest in and to the Contract to Assignee. Governmental Authority grants Assignor a novation and release with respect to all liabilities and obligations under the Contract occurring on or after the effective date of such assignment, and agrees to look solely to Assignee for the performance thereof. Governmental Authority agrees to recognize Assignee as the "Contractor" under the Contract and thereby establish direct privity of contract with Assignee.

2. Governmental Authority hereby certifies, represents and warrants to Assignor and Assignee as follows:

(a) The Contract is a legal, valid and binding obligation of Governmental Authority enforceable against Governmental Authority according to its terms and has not been modified either orally or in writing; the Contract is in full force and effect; and the Contract constitutes the entire agreement between Governmental Authority and Assignor;

(b) To the best of Governmental Authority's knowledge, neither Governmental Authority nor Assignor is in breach or default under the Contract nor has any event occurred which would become a breach or default under the Contract; and

(c) To the best of its knowledge, Governmental Authority is entitled to no claims, counterclaims, defenses or setoffs against Assignor arising from or related to the performance under the Contract.

IN WITNESS WHEREOF, the undersigned Governmental Authority has caused this instrument to be executed by its duly authorized representative as of the date first above written.

ATTESTED

By:

Its:

Shenie Y. Kelley
Administrator

COOSA COUNTY, ALABAMA

By:

Its:

B. J. [Signature]
Chairman

FILE COPY

CONTRACT FOR SOLID WASTE COLLECTION
AND DISPOSAL

THIS AGREEMENT made and effective this 1st day of April, 1996, by and between COOSA COUNTY, ALABAMA (hereinafter called the "County"), and WASTE AWAY GROUP, INC. (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the County solicited bids pursuant to a bid solicitation request dated February 13, 1996; and

WHEREAS, the Contractor was determined by the County to be the low bidder and the County does award the contract to the Contractor pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto from the other, and in consideration of the promises, agreements, and covenants made and set out herein, the parties do hereby promise, agree, and covenant with each other as follows:

1. DEFINITIONS. The following items and phrases shall have the meanings set forth below:

"ADEM"

Alabama Department of Environmental Management, an agency of the State of Alabama, and any successor agency, including the EPA if it assumes compliance, monitoring and enforcement functions now delegated to ADEM.

"Approved Container"

Shall mean in connection with Household Waste (other than Trash) a Contractor provided ninety (90) gallon roll-out cart.

"Authority"

East Central Alabama Solid Waste Disposal Authority.

"Base CPI"	Shall mean the CPI published as of the Service Commencement Date.
"Collection Area"	The areas within the unincorporated limits of the County as amended from time to time.
"Commercial"	Shall mean and include all multi-dwellings, businesses, industries and all Solid Waste generators other than Residences.
"Contract Year"	Shall mean twelve (12) full calendar months from the Service Commencement Date and each full twelve (12) month period thereafter.
"Consumer Price Index" or "CPI"	Shall mean the Consumer Price Index for All Urban Consumers (for cities with a population of 50,000 or less) as published by the United States Labor Department or its successor (1982-84=100). In the event the U. S. Department of Labor, Bureau of Statistics, ceases to publish the CPI, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.
"Curb Side"	Shall mean the intersection of a public thoroughfare with a private driveway or road leading to the customer's residence or business establishment.
"EPA"	The United States Environmental Protection Agency, or any successor agency.
"Excluded Waste"	Any Special Waste, automobiles, tires (unless and only to the extent disposal of the same is permitted under applicable Laws or the rules and regulations governing disposal at the Landfill), infectious waste (including untreated medical waste, hospital waste, and dead poultry or other animals which do not pass federal and state regulations and Contractor's acceptance guidelines for treatment of infectious waste prior to disposal), radioactive, volatile, highly flammable, explosive or toxic waste materials, Hazardous Waste, any waste generated outside of the Collection Area, or any other waste excluded by any applicable federal, state or local law or regulations or excluded by any of the terms and

conditions of any permits, licenses or approvals to which waste is subject at the Landfill.

"Force Majeure"

Any act, event or condition relied upon by the Contractor as justification for delay in or excuse from performing any obligation or complying with any condition required of the Contractor under this Agreement, which act, event or condition is beyond the reasonable control of the Contractor or its agents relying thereon, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, an act of public enemy, war, blockage, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, work slowdown, or similar industrial or labor action; (iii) the order or judgment or other act of any federal, state, county or local court, administrative agency or governmental office or body; (iv) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or other governmental approval required to operate; (v) the adoption or change (including a change in interpretation) of any federal, state, county or local law, rule, permit, regulation or ordinance after the date hereof; or (vi) if the Contractor is for any reason (not a result of any act or omission on the part of the Contractor) delayed or barred by governmental or judicial action from collecting all or any part of the Fees, as may be from time to time adjusted, and any other payments that may become due and owing.

"Garbage"

Shall mean and include all waste and accumulation of animal, fruit or vegetable matter that attends, or results from the preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit or vegetable matter, of any nature whatsoever, which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors, or which may serve as breeding or feeding material for flies and/or other germ-carrying insects, but excluding such materials as may be serviced by garbage grinders and handled as household sewage.

"Gate Fees" or "Gate Rates"

The gate rates established for the disposal of Solid Waste at the Landfill.

"Hazardous Waste"

All waste defined or characterized as hazardous waste or hazardous substances by the United States Environmental Protection Agency or any other agency pursuant to the federal Solid Waste Disposal Act (42 U.S.C. §6901), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or, solely for the purposes of this Agreement, the Toxic Substances Control Act, and all future amendments to any of the foregoing, and all regulations promulgated thereunder, or any other applicable federal law, rule or regulation, as such are amended from time to time; and all waste defined or characterized as a hazardous waste or hazardous substances generated by facilities within such state; and any substance, waste or material determined at any time by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including but not limited to wastes that are hazardous by reason of their pathological, explosive, radiological, reactive, corrosive, flammable and/or toxic characteristics, as well as asbestos and petroleum.

"Household Waste"

Shall mean Garbage and Trash from Residences but specifically excluding Excluded Waste.

"Landfill"

Contractor shall dispose of the solid waste collected by the Contractor at a Landfill which meets all State and Federal regulations until such time that the East Central Alabama Solid Waste Disposal Authority's Landfill is operational and permitted by the Alabama Department of Environmental Management (ADEM) with a Service Area that includes Coosa County, Alabama, following which, all solid waste shall be disposed of in the Authority's Landfill. In the event that the Authority's Landfill is not available, the Contractor shall dispose of all Solid Waste collected by the Contractor pursuant to this Agreement at a Landfill that meets all Subtitle D requirements when enacted.

"Laws"

Shall include valid and applicable federal, state and

local statutes, ordinances, rules, regulations, orders and decrees.

"Multi-Dwelling"

Shall mean and include any building structure containing four (4) or more contiguous living units and intended exclusively for residential single persons or families. Each unit of a multi-dwelling shall be considered a separate dwelling unit for purposes of billing.

"Residence or Residential"

Shall mean and include a detached single-family structure designed or intended for occupancy by one (1), two (2), or three (3) family units excluding any multi-dwelling.

"Roll-out Cart"

Shall mean ninety (90) gallon plastic carts selected by the Contractor.

"Service Commencement Date"

Shall mean April 1, 1996.

"Solid Waste"

Any waste material (excluding any Excluded Waste) permitted to be disposed of at the Landfill pursuant to any applicable federal, state and local Laws or regulations and any of the terms and conditions of any permits, licenses and approvals governing disposal at the Landfill including, but without limitation, any garbage, rubbish, refuse and other discarded material.

"Special Waste"

Any waste which requires special or exceptional handling or contains an added element of expense or risk to dispose of (as determined by the Contractor in its reasonable discretion) or requires approval from ADEM including, but without limitation, furniture, large appliances, any metal other than that which is typically found in household, commercial or municipal refuse, ashes, sludges, animal manure, residue from incineration, food processing wastes, dredging wastes, tires or asbestos.

"Trash"

All waste wood, wood products, Christmas trees, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded

clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any or all other waste materials not included in the definition of Garbage, Excluded Waste or Hazardous Waste.

To the extent not defined herein, all words, terms, phrases, used in this Agreement that relate to solid waste management or sanitary landfills and that are defined in the Solid Waste Disposal Act, Code of Alabama 1975 §§22-27-1, et seq., as amended, shall have the respective meanings as defined in such act.

2. SCOPE OF WORK. As of the Service Commencement Date and subject to the terms and conditions of this Agreement, the County grants to the Contractor the exclusive right, franchise and obligation to provide Household Waste collection services within the Collection Area. In accordance with the terms of this Agreement, the Contractor shall collect all Household Waste of each Residence in the Collection Area. The County agrees to use its best efforts to protect the Contractor's exclusive rights under this Agreement.

Amended 3. TERM/TERMINATION. Unless renewed as provided herein, the term of this Agreement shall be for an initial three (3) year period beginning on the Service Commencement Date; provided, however, that this Agreement may be canceled as provided for in Section 22-27-5(a) Code of Alabama, 1975, as amended, upon finding by the County Health Officer and concurrence by the State Health Department that this Agreement fails to be in the best interest of the healthy, safety and welfare of the citizens residing in Coosa County, Alabama.

4. OPTION TO RENEW. This Agreement shall automatically renew for an additional term of three (3) years, unless, not less than ninety (90) days before the termination of the then current term, one party notifies the other party in writing of its desire to terminate this

Agreement at the conclusion of the then current term of this Agreement. Any such written notice shall be sent by certified or registered mail, return receipt requested.

5. COLLECTION SERVICE. The Contractor shall collect and dispose of containerized Household Waste from each Residence in the Collection Area. Household Waste shall be collected by the Contractor at Curb Side from one Approved Container once per week.

6. HOURS. Collections shall be made in residential areas no earlier than 5:00 A.M., with no service on Sunday, except in the time of emergency or to maintain schedules due to Holidays. Confirmation of a state of emergency must be made by the County.

7. SPILLAGE AND LITTER. The Contractor shall use reasonable efforts to ensure no littering of the premises in the process of making collections.

8. APPROVED CONTAINERS. Residential customers shall place all Household Waste in an Approved Container. The Contractor shall not be required to collect Household Waste unless it is placed in an Approved Container.

9. EXTRAORDINARY MATERIALS. The Contractor shall have no obligation to collect or dispose of Excluded Waste or Special Waste. The rates set forth in this Agreement shall be for the collection of the Household Waste only, and the Contractor may reject any other non-conforming Solid Waste.

10. COLLECTION EQUIPMENT. The Contractor shall have on hand at all times, in good working order, packer type equipment, approved by the Coosa County Health Department as shall permit the Contractor, adequately and efficiently, to perform its duties hereunder.

11. ANSWERING SERVICE. The Contractor shall, at its expense, maintain a telephone listed in the name in which it does business, and it shall provide full time (not recorded answering service) during normal business hours for those who need to contact it and so that

local residents or customers may request needed service.

12. CONTRACTOR'S RELATION TO THE COUNTY. The Contractor is an independent Contractor and shall be in no respect an agent, servant or employee of the County. Contractor shall be required to pay all federal, state and local taxes, license taxes, Social Security taxes and taxes of any kind which may be chargeable against the labor, material, equipment or other necessary items in the performance of this Agreement.

13. TITLE TO WASTE. Contractor shall have vested title to the Solid Waste collected pursuant to this Agreement, other than Excluded Waste or Special Waste.

14. DISPOSAL. The Household Waste collected by Contractor shall be hauled to and disposed at the Landfill. The Contractor is responsible for paying the Gate Fees at the Landfill.

15. CHARGES AND RATES

15.1 The base fee for once per week collection of Household Waste, from Approved Containers, as required to be performed under this Agreement, shall be \$15.25 per Residential unit per month.

15.2 The base fee set forth in Section 15.1 shall be adjusted to reflect the changes in the Consumer Price Index. Ninety (90) days prior to the anniversary of the Service Commencement Date (the "Calculation Date"), the Contractor shall compute the percent increase or decrease for the fee for the upcoming Contract Year. The method of adjustment shall be as follows:

$$\text{New Fee} = [\text{Old Fee}] \times [1 + (\text{Cn} - \text{Ci}) / \text{Ci}]$$

Where: Old Fee = the Fee in effect as of the Service Commencement Date

Ci = the Base CPI

Cn = the CPI on each Calculation Date.

The increase or decrease shall become automatically effective on the first day following the annual anniversary of the Service Commencement Date.

15.3 If the number of paying Residential units is less than 1,400 during the first 45 days of any applicable quarter, the Contractor shall have the option of terminating this Agreement upon not less than thirty (30) days prior notice to the County. The County may, upon receipt of such notice from the Contractor, cause this Agreement to continue in force by paying the Contractor, within fifteen (15) days of the date of the notice from the Contractor, the difference between the actual fees collected by the Contractor from paying Residential units and the amount that would be due the Contractor if at least 1,400 Residential units were paying all fees due under this Agreement.

15.4 In the event the Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of the Household Waste, such tax or surcharge shall be added to the fees due hereunder. Documentation of such increases shall be submitted to the County upon request by the County.

15.5 The Contractor will provide collection services for residential units that derive their sole income from Social Security benefits at no cost. Each of these residential units must provide Contractor a Letter of Certification (in the form of Attachment A hereto) that they derive their sole income from Social Security benefits.

16. LOCATION. Residences shall place all containerized Household Waste at the Curb Side, prior to the scheduled collection time, that is readily accessible to the Contractor's personnel and collection vehicle.

17. BILLING. The Contractor shall bill and collect from each Residence for the collection services provided hereunder. Each Residence shall pay the Contractor quarterly in

advance of services rendered. Billing or Residential accounts shall be based upon the Residences being serviced as of the 15th of each month, and payment shall be due no later than the 15th day of the first month of each quarter. The Contractor shall have the right to discontinue service to any Residence that fails to pay the fees set forth in this Agreement. If the Contractor provides any service during a month the Residence shall pay for the full month's service. The Contractor shall have no obligation to provide service to any Residential unit that has refused to pay for such service.

18. NOTIFICATION OF COUNTY. The Contractor shall notify the County about complaint procedures, rates, regulations, and day(s) of collection.

19. CONTRACTOR'S PERSONNEL. The County may request the dismissal of any employee of the Contractor who is wanton, negligent, or discourteous in the performance of his duties. No person shall be denied employment by the Contractor for reasons of race, creed or religion.

20. STANDARD OF PERFORMANCE. In the event the Contractor fails to comply with the provisions of this Agreement, or if there is a finding by the Coosa County Health Office and concurrence by the State Health Department that this Agreement fails to be in the best interest of the health, safety and welfare of the citizens residing in the County, then the following steps will be taken:

- (a) The County shall give the Contractor notice in writing and forwarded by Certified Mail, outlining any and all deficiencies or breaches of contract. A thirty (30) day period will be given him to correct deficiencies and regain compliance with the contract to the satisfaction of the Coosa County Health Officer.

- (b) In the event the deficiencies are not corrected within the thirty (30) day period as outlined in sub-paragraph (a), the County shall have the right to cancel and terminate this contract. As to whether the deficiencies as the term is used in sub-paragraph (a) exists and/or have been corrected is to be an absolute right for the Coosa County Health Officer and the State Health Department jointly to decide without liability of its members in making such determination.

21. BANKRUPTCY. It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then the County may terminate this Contract effective on the day and at the time the bankruptcy petition is filed.

22. COMPLIANCE WITH LAWS. The Contractor shall conduct operations under this contract in compliance with all applicable federal, state or local laws, rules and regulations regulating solid waste collection and disposal.

23. ILLEGAL PROVISIONS. If any provision of this Agreement shall be declared illegal, void, or unenforceable, in whole or in part, the other provisions shall not be affected but shall remain in full force and effect until the expiration of this Agreement. All of the terms, provisions and conditions of this Agreement shall be deemed to be severable in nature.

24. PERMITS AND LICENSES. The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance, and maintain same in full force and effect.

25. PERFORMANCE BONDS. The Contractor shall furnish to the County a Performance Bond for the faithful performance of this Agreement and all obligations arising hereunder in the amount of \$100,000. It shall be executed by a surety company licensed to do business in the State of Alabama.

26. WORKMEN'S COMPENSATION INSURANCE. The Contractor shall provide and maintain during the life of this Agreement, Workmen's Compensation Insurance, in accordance with laws of the State of Alabama, for all its employees. A Certificate shall be filed with the County by the insurance carrier showing such insurance to be in force at all times.

27. LIABILITY INSURANCE. The Contractor shall provide and maintain during the life of this Agreement, Public Liability and Property Damage Insurance and Umbrella Coverage in the following amounts:

Public Liability	-	\$ 500,000 per person/ \$1,000,000 per each occurrence
Automotive Liability	-	\$1,000,000 bodily injury and property damage, combined single limit per claim
Property Damage	-	\$1,000,000 per each occurrence
Umbrella Liability	-	\$5,000,000 per each occurrence

to protect itself, its agents, and its employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operations under this contract, whether such operations be performed by itself or its employees. The policy or policies shall name the County as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the County thirty (30) days notice in writing. The aforesaid insurance shall be written by companies authorized to do business in Alabama.

28. REGULATORY AND GOVERNMENTAL APPROVALS. The County does hereby represent to the Contractor that it has held a public hearing concerning this Agreement in accordance with Section 22-27-48 of the Code of Alabama and the County has approved, ratified and confirmed this Agreement. The County represents and warrants to the Contractor that it has

taken all action required by it to approve this Agreement, including but without limitation, the following: (1) adopting, revising and/or updating, from time to time, the Solid Waste Management Plan for the County pursuant to Section 22-27-47 of the Code of Alabama, as amended from time to time, and (b) advertising and conducting any required public hearings. The County agrees to take such further action as may be required or requested by Contractor to approve this Agreement.

29. EFFECTIVE DATE. This Agreement shall become effective and the Contractor shall begin collection of the solid wastes as covered herein as of the Service Commencement Date.

30. HOLIDAYS. The Contractor may observe the same holidays as the County. If the Contractor wishes to collect Solid Waste on days that the County observes a holiday, the Contractor, at its option, may collect solid waste on observed holidays or reschedule a holiday pick-up within the same week the holiday falls.

31. ARBITRATION. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation.

The parties may agree on one (1) arbitrator. In the event that they cannot so agree, there shall be three (3) arbitrators, one (1) named in writing by each of the parties within ten (10) days after demand for arbitration is made. Should either party refuse or neglect to join in the appointment of the arbitrators, they shall be appointed in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association.

All arbitration hearings concluded under this Agreement, and all judicial proceedings to enforce any of the provisions of this Agreement, shall take place in Rockford, Alabama, or such other place as may be agreed upon by the parties. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place as is selected by the arbitrators. Notice shall be given and the hearing shall be conducted in accordance with the provisions of the Commercial Arbitration rules of the American Arbitration Association. The arbitrators shall hear and determine the matter, shall execute and acknowledge their award in writing within the time period provided by the Commercial Arbitration rules of the American Arbitration Association, and shall deliver a copy of the award to each of the parties by registered or certified mail.

If there is only one (1) arbitrator, his or her decision shall be the arbitration award. If there are three (3) arbitrators, the decision of any two (2) shall be the arbitration award. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

The cost and expenses of arbitration, including the fees of the Arbitrator(s), shall be borne by the losing party or in such proportion as the arbitrator(s) shall determine. The successful party shall recover as expenses all reasonable attorney's fees incurred by it in connection with the arbitration proceeding or any appeals therefrom.

32. INDEMNITIES.

32.1 County's Indemnification. The Contractor does hereby indemnify and hold the County harmless from all liens, claims, judgments, liability, causes of action, assessments, fines or attorneys' fees incurred or caused solely by the negligent act of the Contractor during the term of this Agreement.

32.2 Contractor's Indemnification. The County does hereby indemnify and hold the Contractor harmless from all liens, claims, judgments, liability, causes of action, assessments, fines, or attorneys' fees incurred or caused by the negligent acts of the County during the term of this Agreement or any misrepresentation by the County or breach of this Agreement.

33. SOLID WASTE PLAN. The County represents and warrants that: (a) this Agreement is in accordance with the Solid Waste Management Plan for the County; (b) notwithstanding anything in said plan to the contrary or any other resolution of the County or the Authority, in the event the ADEM shall determine that such Solid Waste Management Plan is inconsistent with this Agreement or otherwise defective, then the County does hereby protectively amend its current Solid Waste Management Plan and this Agreement shall and does become a part of the Solid Waste Management Plan for the County; and (c) that the County will not amend its plan in any manner which is inconsistent with this Agreement without the prior written consent of the Contractor.

34. REPRESENTATIONS.

34.1 The County makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

- (a) It has the power and authority to enter into the transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder;

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- (b) The execution and delivery of this Agreement on its part has been duly authorized by a resolution duly adopted by their governing body and by all other necessary actions.

34.2 The Contractor makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

- (a) The Contractor is a corporation organized under the laws of the State of Alabama and has the power to enter into and perform and observe the agreements and covenants contained in this Agreement; and
- (b) The Contractor has the power to fulfill and carry out the provisions of this Agreement; and
- (c) The execution and delivery of this Agreement on the part of the Contractor have been duly authorized by all necessary corporate action.

35. MISCELLANEOUS.

- (a) Notices. All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery, telecopy, overnight courier or by registered or certified United States mail, return receipt requested, properly addressed as follows:

To the County: County Commission
P. O. Box 218
Rockford, Alabama 35136
Attention: Chairman

To the Contractor: Waste Away Group, Inc.
P. O. Box 321
Opelika, Alabama 36803-0321
Attention: Division President

With a copy to: Waste Management, Inc.
2600 Delk Road
Suite 200
Marietta, Georgia 30067
Attention: Group General Counsel

Change of address of either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered, or if such notice or other communication is sent by registered or certified United States mail, as above provided, upon the third business day following the day on which such notice or other communication is deposited with a United States post office or branch post office or upon actual delivery, whichever first occurs.

- (b) Attorneys' Fees. If, as a result of a breach or default hereunder, either party hereto should employ attorneys or incur other expenses in or about the collection of amounts due from the other party under this Agreement or the enforcement of any other obligation, covenant or agreement of such party contained in this Agreement, the breaching or defaulting party will, if the other party is successful in such efforts or if a final judgment for either is rendered by a court of competent jurisdiction, pay such other party reasonable attorney's fees and other reasonable expenses so incurred by the successful such other party.
- (c) Assignment. The Contractor shall not assign or transfer, or permit the assignment or transfer of, this Agreement or any rights hereunder, without the prior written consent of the County, pursuant to 41-16-59, Code of Alabama, 1975.
- (d) Force Majeure. In the event the Contractor is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then the obligations of the Contractor shall be suspended during the continuance of any inability so caused by the event of Force Majeure, but for no longer period. The Contractor will, to the extent that it may lawfully do so, use its reasonable best efforts to remedy, alleviate or circumvent any cause or causes preventing it from performing its agreement and covenants hereunder; provided, however, that the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the Contractor, and the Contractor shall not be required to settle strikes, lockouts and other labor disputes by acceding to the demands of the opposing party or parties when such course is in its judgment against its best interests. Any time that the Contractor intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, the Contractor shall notify the County as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.
- (d) Independent Contractor; No Agency. The Contractor will act hereunder as an independent Contractor and not as an agent of the County. Similarly,

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the County is not an agent of Contractor and is not empowered or authorized to obligate the Contractor in any way.

- (f) Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is invalid, illegal or unenforceable, there shall be added as part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and be valid, legal or enforceable.
- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
- (h) Entire Agreement. This Agreement constitutes the entire understanding between the County and the Contractor, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.
- (i) Survival. All obligations hereunder, for the payment of money or otherwise, shall survive the termination of this Agreement until satisfied, discharged or waived.
- (j) Default; Remedies. Except as otherwise provided herein, if either party breaches any of the material provisions of this Agreement and remains in default for a period of thirty (30) days after receiving written notice setting forth a detailed description of such default from any other party, unless a longer period of time is required to cure such breach and the party breaching or defaulting shall have commenced to cure such breach within said thirty (30) day period and pursues diligently to completion thereof, any other party may, at its option: (i) terminate this Agreement as of any date which the said other party may select, provided said date is at least thirty (30) days after the end of the thirty (30) day period in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching or defaulting party, or (iii) have recourse to any other right or remedy to which it may be entitled by law or at equity, including, but not limited to, specific performance, injunction or the right to recover all damages or loss suffered as a result of such permit cancellation, breach or default.

The remedies hereunder are cumulative and not exclusive.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the day and year first above written.

WITNESS:

Betty King

COOSA COUNTY, ALABAMA

By:

Jasper Fielding

Its:

Chairman

WITNESS:

Dennis Hill

WASTE AWAY GROUP, INC.

By:

Anthony Shaw

Its:

Division President

GENERAL FUND

<u>WARRANT NO.</u>	<u>NAME OF CLAIMANT</u>	<u>CHARACTER OF CLAIM</u>	<u>AMOUNT</u>
15766	SYLACAUGA AMBULANCE	BODY TRANSPORT	150.00
15767	SYLACAUGA AMBULANCE	BODY TRANSPORT	100.00
15768	JUDGE OF PROBATE	NOTARY E. WHITE	19.00
15769	PROBATE JUDGE	RECORDING FEE	8.00
15770	INSURANCE FUND	ALLSTATE PREM.	721.13
15771	INSURANCE FUND	LINCOLN LIFE INS. PREM.	329.66
15772	PAYROLL FUND	PAYROLL W/E 2/6/15	55,451.36
15773	OPERATION FUND	EXPENDITURES 1ST PAY	23,437.55
15774	NUTRITION FUND	BUDGET TRANSFER	16,000.00
15775	7 CENT GAS TAX FUND	FUEL - JANUARY	3,245.64
15776	PAYROLL FUND	PAYROLL W/E 2/20/15	66,988.70
15777	PAYROLL FUND	P. MCANALLY VACATION	3,758.08
15778	VOID	VOID	0.00
15779	INSURANCE FUND	BCBS - MARCH	16,486.00
15780	OPERATIONS	EXPENDITURES 2ND PAY	42,128.00
15781	SHERIFF DEPT.	ACT 2012-535	268.25

7 CENT GAS TAX FUND

8181	INSURANCE FUND	ALLSTATE PREM.	428.78
8182	INSURANCE FUND	LINCOLN LIFE	201.07
8183	PAYROLL FUND	PAYROLL W/E 2/6/15	32,974.92
8184	PAYROLL FUND	LOGGING INSPECTOR 2/6/15	256.52
8185	OPERATIONS FUND	EXPENDITURES 1ST PAY	4,104.52
8186	PAYROLL FUND	PAYROLL W/E 2/20/15	31,598.66
8187	PAYROLL FUND	LOGGING INSPECTOR 2/20/15	256.52
8188	J.W. & RUTH RIDLEY	RIGHT OF WAY	1,242.00
8189	VOID	VOID	0.00
8190	JUDGE OF PROBATE	RECORDING FEE	16.00
8191	INSURANCE FUND	BCBS - MARCH	8,930.00
8192	OPERATIONS FUND	EXPENDITURES 2ND PAY	31,440.15

PUBLIC HWY & TRAFFIC

574	OPERATIONS	EXPENDITURES 2ND PAY	38.72
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CAPITAL IMPROVEMENT

286	REGIONS BANK	JAN FEE	25.93
287	REGIONS BANK	JAN FEE	27.06
288	REGIONS BANK	DEBT SERVICE	3,436.82
289	REGIONS BANK	DEBT SERVICE	3,428.07
290	REGIONS BANK	FEES	25.93
291	REGIONS BANK	FEES	27.27

FOUR CENT GAS TAX

639	7 CENT GAS TAX	REIMB. WORK	57,114.68
640	GARY INGRAM PAVING	CDBG PAVING	26,250.34

REAPPRAISAL

2239	INSURANCE FUND	ALLSTATE PREM.	58.47
2240	INCURANCE FUND	LINCOLN LIFE PREM.	25.89
2241	PAYROLL FUND	PAYROLL W/E 2/6/15	3,820.58
2242	OPERATIONS FUND	EXPENDITURES 1ST PAY	2,641.88
2243	7 CENT GAS TAX FUND	FUEL - JAN	23.52
2244	PAYROLL FUND	PAYROLL W/E 2/20/15	3,819.80
2245	OPERATIONS FUND	EXPENDITURES 2ND PAY	124.59
2246	INSURANCE FUND	BCBS - MARCH	1,671.00

NUTRITION

3106	INSURANCE FUND	ALLSTATE PREM.	38.98
3107	INSURANCE FUND	LINCOLN LIFE PREM.	17.26
3108	OPERATIONS FUND	EXPENDITURES 1ST PAY	474.92
3109	7 CENT GAS TAX FUND	FUEL - JANUARY	354.11
3110	PAYROLL FUND	PAYROLL W/E 2/28/15	5,000.27
3111	OPERATIONS FUND	EXPENDITURES 2ND PAY	1,904.34
3112	INSURANCE FUND	BCBS - MARCH	876.00

PUBLIC TRANSP.

1777	INSURANCE FUND	ALLSTATE PREM.	19.49
1778	INSURANCE FUND	LINCOLN LIFE PREM.	8.63
1779	OPERATIONS FUND	EXPENDITURES 1ST PAY	279.69
1780	7 CENT GAS TAX FUND	FUEL - JAN.	197.67
1781	PAYROLL FUND	PAYROLL W/E 2/28/15	1,620.33
1782	INSURANCE FUND	BCBS - MARCH	629.00

LAKE MARTIN IDA

1254	OPERATIONS	EXPENDITURES 2ND PAY	3,535.13
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INSURANCE FUND

1143	ALLSTATE	FEB PREM.	1,266.85
1144	LINCOLN LIFE	FEB PREM.	582.51
1145	SEIB	BCBS PREM. - MARCH	42,598.00
1146	LINCOLN LIFE	MARCH PREM.	599.77

BEER TAX

1243	BOARD OF EDUCATION	BEER TAX	2,834.90
1244	GENERAL FUND	BEER TAX	2,834.91

TOBACCO TAX

1325	CCAVFD	FIRE FEE	134,205.44
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OPERATIONS


15422	ADVANCED DISPOSAL SERVICES	SERVICE	554.56
15423	ALABAMA CORONER ASSOC.	FEE	100.00
15424	ALABAMA CORONER ASSOC.	FEE	125.00
15425	ALABAMA CRIMINAL JUSTICE INFORMATION	SERVICE	1,950.00
15426	ALABAMA POWER COMPANY	SERVICE	31.40

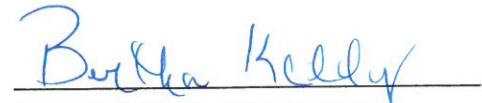
15427	ALAN WINGFIELD	REIMB.	7.50
15428	ALLCOMM WIRELESS	SERVICE	721.50
15429	CENTER FOR GOVERNMENTAL SERVICES	SERVICE	275.00
15430	CENTRAL AL ELECTRIC COOP	SERVICE	1,199.61
15431	CERIDIAN CORP.	SERVICE	69.60
15432	COOSA COUNTY FAMILY DENTISTRY	SERVICE	630.00
15433	CIT FINANCE LLC	SERVICE	132.04
15434	DELTA COMPUTER SYSTEMS	SERVICE	360.00
15435	DESIGN SOUTH	SERVICE	25.00
15436	EAST AL REGIONAL PLANNING & DEV COMM	SERVICE	2,676.88
15437	FIRST RESPONSE PEST CONTROL	SERVICE	315.00
15438	FORD CREDIT DEPT	CHARGER	8,951.91
15439	KELLYTON VOLUNTEER FIRE DEPT.	FEE	581.67
15440	QUALITY CORRECTIONAL HEALTH DEPT.	SERVICE	4,025.39
15441	ROCKFORD WATER & GAS	SERVICE	3,954.00
15442	ROYAL OFFICE EQUIPMENT CO., INC.	SERVICE	410.10
15443	S & W MINICOMPUTER	SERVICE	2,485.00
15444	SOUTHERN LINC	SERVICE	1,468.32
15445	STEWARTVILLE WATER AUTHORITY	SERVICE	63.41
15446	SYSCON, INC.	SERVICE	30.00
15509	A-1 LOCK & KEY	SERVICE	54.50
15510	ASSOC OF COUNTY COMMISSION OF AL	REGISTRATION	450.00
15511	AT & T	SERVICE	190.57
15512	ALABAMA PAPER	SUPPLIES	1,015.22
15513	ALABAMA POWER COMPANY	SERVICE	1,093.60
15514	AMERICAN PLUS	SUPPLIES	744.50
15515	ARCHIVES BINDERY	SERVICE	143.00
15516	AUTOMATIC GAS INC.	SUPPLIES	208.27
15517	BEST ONE TIRE & SERVICE	SUPPLIES	2,521.80
15518	BUSINESS CARD	SERVICE	183.98
15519	CENTER FOR GOVERNMENTAL SERVICES	SERVICE	380.00
15520	CERDIDIAN CORP	SERVICE	284.39
15521	CHARLES RICHARDS	SERVICE	410.00
15522	CHARTER COMMUNICATIONS	SERVICE	371.98
15523	CHILDERSBURG TRUCK SERVICE	SUPPLIES	12.34
15524	CHILDERSBURG COMM WORK RELEASE	SERVICE	300.00
15525	CIT FINANCE LLC	SERVICE	150.76
15526	COLLINS PITS	SERVICE	4,548.00
15527	COOSA COUNTY NEWS	SERVICE	168.10
15528	FASTENAL CO.	SUPPLIES	104.80
15529	FIRST BANK	SUPPLIES	122.05
15530	FORBUS AUTO SALES	SERVICE	2,258.01
15531	HARVEY CULVERT COMPANY	SUPPLIES	4,380.60
15532	G-NEIL	SUPPLIES	458.71
15533	JACK WALKER MACHINE	SUPPLIES	51.80
15534	JOHN KELLY JOHNSON	SERVICE	700.00
15535	KELLYTON VOLUNTEER FIRE DEPT.	FEE	581.67
15536	KYOCERA DOCUMENT SOLUTIONS OF AL	SUPPLIES	1,119.00
15537	NELSON ELECTRIC	SUPPLIES	18.00
15538	OCCUPATIONAL HEALTH SERVICES OF AM	SERVICE	200.00
15539	OMNI TECHNOLOGIES	SERVICE	8,632.60
15540	PITNEY BOWES	SERVICE	678.00
15541	PRICARE	SERVICE	56.00
15542	QUILL CORP.	SUPPLIES	852.33
15543	RELIABLE	SUPPLIES	485.11

15544	ROYAL OFFICE EQUIPMENT CO., INC.	SERVICE	137.80
15545	S & S DISCOUNT TIRE INC.	SERVICE	558.02
15546	SHERRIE KELLEY	REIMB.	591.10
15547	SOUTHEAST MATERIALS CORP.	SUPPLIES	1,901.87
15548	SOUTHERN LINC	SUPPLIES	45.00
15549	SYSCON, INC.	SERVICE	1,924.00
15550	TERRY MITCHELL	REIMB.	532.79
15551	THE BANK OF NEW YORK TRUST	BOND	4,260.75
15552	THOMAS AUTO PARTS INC.	SUPPLIES	2,164.63
15553	THOMPSON TRACTOR	SUPPLIES	6,365.31
15554	TRAFFIC SIGNS INC.	SUPPLIES	147.83
15555	TURNER OIL	FUEL	4,957.58
15556	U S BANK CORPORATE TRUST SERVICE	BOND	3,535.13
15557	U S BANK CORPORATE TRUST SERVICE	BOND	16,749.51
15558	VANSANDT HARDWARE, INC.	SUPPLIES	95.70
15559	VERIZON WIRELESS	SERVICE	439.39
15560	WARRIOR TRACTOR & EQUIPMENT	SUPPLIES	382.78
15561	WEX BANK	SERVICE	452.05
15562	TURNER OIL	FUEL	3,428.68


ADJOURN

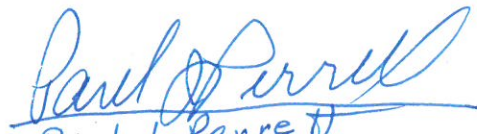
MOTIONED BY RANDALL DUNHAM AND SECONDED BY BERTHA KELLY TO ADJOURN UNTIL MARCH 10, 2015. UNANIMOUSLY APPROVED.


CHAIRMAN, TODD J. ADAMS


VICE CHAIRMAN, BERTHA KELLY


UNZELL KELLEY


RANDALL DUNHAM


Paul J. Perre

AGENDA
COOSA COUNTY COMMISSION
March 10, 2015
9:30 AM

WELCOME

PUBLIC COMMENT – AFLAC open enrollment

ELECTED OFFICIAL COMMENT-

CALL TO ORDER

COMMISSION ROLL CALL

INVOCATION, PLEDGE OF ALLEGIANCE

APPROVE AGENDA

READING OF MINUTES-

AWARDS AND PRESENTATIONS –

CONSENT AGENDA- MOTION AND SECOND TO APPROVE

Motion- to authorize Chairman, Vice Chairman and or Administrator to issue and sign checks for payment of monthly expenses and payroll.

Changes in employees: job description, salary, work hours, status. (0 Attachments)

NEW BUSINESS

2015 PALS Statewide Spring Cleanup April 18-25, 2015. PALS request county participation

ABC County Levies for Alcohol Licensing done annually

Community Action coverage area, procedures process and By Laws

Bid for Commission office computer hardware replacement. Bids to open April 14, 2015.

Judge of Probate- request budget amendment. (also add amendment of 8,889.13 for software contract from February meeting).

Judge of Probate – Syscon charge increase for deed scanning

Set interview time and date for Maintenance employee applicants

Commissioner Perrett- Legislative agenda- list of 9 separate request

OLD BUSINESS

Corner- request 2 deputy coroners

EMA- request adoption of South Alabama Mutual Assistance Agreement in addition to existing Alabama Mutual Aid System.

STAFF REPORTS**Administrator-**

Statement of Economic Interest for 2014 due April 30, 2015.

Engineer**Attorney****EMA****Courthouse Maint..****Nutrition-****Safety Coordinator-****DISCUSSION ITEMS BY COMMISSIONER**

New NACO Drug Discount Card

Attachments: 0.

Adjourn. M_____ 2nd _____

COOSA COUNTY COMMISSION MINUTES

MARCH 10, 2015

9:30 A.M.

(STATE OF ALABAMA)
()
(COOSA COUNTY)

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE ON MARCH 10, 2015 FOR ITS REGULAR SCHEDULED MEETING WITH VICE CHAIRMAN, BERTHA KELLY PRESIDING.

COMMISSION ROLL CALL CONSISTED OF VICE CHAIRMAN, BERTHA KELLY, RANDALL DUNHAM, UNZELL KELLEY AND PAUL PERRETT. CHAIRMAN TODD ADAMS WAS ABSENT.

INVOCATION WAS GIVEN BY UNZELL KELLEY. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

AGENDA

MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO APPROVE THE FOLLOWING AGENDA. UNANIMOUSLY APPROVED.

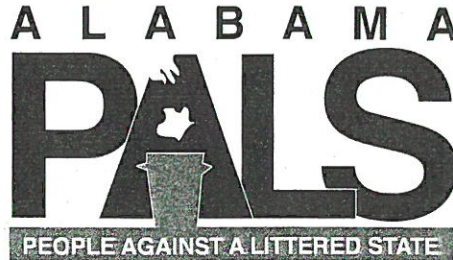
MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO DISPENSE WITH THE READING OF THE MINUTES OF THE LAST MEETING. UNANIMOUSLY APPROVED.

CONSENT AGENDA

MOTIONED BY UNZELL KELLEY AND SECONDED BY PAUL PERRETT TO AUTHORIZE CHAIRMAN, VICE CHAIRMAN AND OR ADMINISTRATOR TO ISSUE AND SIGN CHECKS FOR PAYMENTS OF MONTHLY EXPENSES AND PAYROLL. UNANIMOUSLY APPROVED.

NEW BUSINESS

MOTIONED BY PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO PARTICIPATE IN THE 2015 PALS STATEWIDE SPRING CLEANUP ON APRIL 18-25, 2015. UNANIMOUSLY APPROVED.



"Working Together for an Unlittered Alabama"

February 20, 2015

MEMORANDUM

TO: County Commission Chairmen
Spring Cleanup City and County Coordinators

FROM: Spencer Ryan

RE: **2015 "Don't Drop It On Alabama" Statewide Spring Cleanup
Update and Supplies/Materials Information**

I trust that each of you received the initial correspondence regarding the 2015 **"Don't Drop it On Alabama" Statewide Annual Spring Cleanup, which will be held April 18-25, 2015.** As you know, in 2014, 62 counties participated in this annual statewide cleanup, and over 390 tons of litter was picked up during this annual effort. Supplies and all materials were shipped to 127 locations in preparation for the 2014 cleanup, making the 2014 effort the largest and most successful in the history of the annual statewide cleanup. Our goal for 2015 is to have all **67** counties participate in this years' cleanup. Thank you for your most valuable part in this annual statewide cleanup event, and thank you for your partnership in making our great state truly "Alabama the Beautiful."

All materials and supplies are provided by Alabama PALS and should be ready to ship or be picked up by March 15th.

Supplies and Materials for 2014 Cleanup

Large Heavy Duty Trash Bags
AD Slicks for Promoting Event
Adopt a Mile Brochures
Adopt a Stream Brochures
Adopt an Area Brochures
PALS Program Brochures
Reporting Forms

As in the past, Jeannine Wilder will be contacting all County Commission Chairman regarding supplies and materials, and all other new and past participating groups should contact the PALS office regarding any changes in numbers of requested materials, or change of shipping addresses.

I am enclosing a form for each of you to fill out and return to the PALS office so we can keep the database current.

I look forward to working with you on the 2015 "Don't Drop It On Alabama" Statewide Annual Spring Cleanup.

MOTIONED BY PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO APPROVE THE ANNUAL ABC COUNTY LEVIES FOR ALCOHOL LICENSING. UNANIMOUSLY APPROVED.



**Alabama Alcoholic Beverage Control Board
Licensing and Compliance Division**

2715 Gunter Park Drive West
Montgomery, AL 36109
Phone: 334-213-6300
Fax: 334-213-6322

February 11, 2015

MEMORANDUM

To: All Wet County Commissions

From: Summer Childers
Licensing and Compliance Division Director

Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses. In order for this program to be set up for fiscal year 2015-2016, the **attached form must be completed** listing all amounts set by your county in column three (3). **If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".**

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

<u>Type</u>	<u>Maximum County Fee</u>
Retail Beer (On or Off Premises)	\$75.00
Retail Beer (Off Premises Only)	\$75.00
Retail Table Wine (On or Off Premises)	\$75.00
Retail Table Wine (Off Premises Only)	\$75.00
Wholesale Beer Only	\$275.00
Wholesale Table Wine Only	\$275.00
Wholesale Table Wine and Beer	\$375.00
Additional Warehouse Wine or Beer or Both	\$100.00
Importer	\$250.00
Brewpub	\$500.00

Please supply us with this information no later than **April 17, 2015**. This form must be signed by an authorized county official. Please return your completed document to McKenzie.Reed@abc.alabama.gov or mail to the address above. If there are any changes in your contact information, it is your responsibility to notify the ABC Board as soon as possible.

Received by: _____

COUNTY (19) COOSA 2015 - 2016

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$ 50.00	\$300.00	300.00	600.00	650.00
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	\$ 50.00	\$300.00	150.00	450.00	500.00
020 - RESTAURANT RETAIL LIQUOR	\$ 50.00	\$300.00	300.00	600.00	650.00
031 - CLUB LIQUOR - CLASS I	\$ 50.00	\$300.00	300.00	600.00	650.00
032 - CLUB LIQUOR - CLASS II	\$ 50.00	\$750.00	375.00	1,125.00	1,175.00
**					
040 - RETAIL BEER - (ON OR OFF PREMISES)	\$ 50.00	\$150.00	75.00	225.00	275.00
**					
050 - RETAIL BEER (OFF PREMISES ONLY)	\$ 50.00	\$150.00	50.00	150.00	200.00
**					
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$ 50.00	\$150.00	75.00	225.00	275.00
**					
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$ 50.00	\$150.00	75.00	225.00	275.00
080 - LIQUOR WHOLESALE	\$ 50.00	\$500.00	0.00	500.00	550.00
**					
090 - WHOLESALE BEER ONLY	\$ 50.00	\$550.00	275.00	825.00	875.00
**					
100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	\$ 50.00	\$550.00	0.00	550.00	600.00
**					
110 - WHOLESALE TABLE WINE & BEER COMBINED	\$ 50.00	\$750.00	0.00	750.00	800.00
120 - WAREHOUSE LICENSE	\$ 50.00	\$200.00	0.00	200.00	250.00
**					
130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	\$ 50.00	\$200.00	0.00	200.00	250.00
140 - SPECIAL EVENTS RETAIL	\$ 50.00	\$150.00	75.00	N/A	275.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	\$ 50.00	\$100.00	50.00	N/A	200.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	\$ 50.00	\$250.00	125.00	375.00	425.00
170 - RETAIL COMMON CARRIER	\$ 50.00	\$150.00	0.00	150.00	200.00
200 - MANUFACTURER	\$ 50.00	\$500.00	0.00	500.00	550.00
**					
210 - IMPORTER	\$ 50.00	\$500.00	0.00	500.00	550.00
**					
220 - BREWPUB	\$ 50.00	\$1,000.00	500.00	1,500.00	1,550.00
230 - INTERNATIONAL MOTOR SPEEDWAY	\$ 50.00	\$300.00	300.00	600.00	650.00
240 - NON PROFIT - TAX EXEMPT		\$0.00	N/A	N/A	N/A

* A \$50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED: _____
Authorized County Official

CHAIRMAN
Title

MARCH 10, 2015
Date

MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO APPROVE THE COMMUNITY ACTION COVERAGE AREA, PROCEDURES PROCESS AND BY LAWS. UNANIMOUSLY APPROVED.



COMMUNITY ACTION COMMITTEE, INC.
OF

Chambers - Tallapoosa - Coosa

170 South Broadnax St., Dadeville, AL 36853

PHONE 256.825.4287
FAX 256.825.4280

David Boleware
EXECUTIVE DIRECTOR

RECEIVED
COOSA COMMISSION

MAR 2 2015

PO BOX 10

February 27, 2015

Dear Chairman Adams:

We are required by State law to provide the county commissions in our coverage area with our procedure for selecting individuals to the Board of Directors for our agency.

Enclosed is a copy of those procedures. Please have this information made a part of the minutes at your next meeting and mail a copy to me.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "David Boleware".

David Boleware, Executive Director

Cc Board of Directors

COMMUNITY ACTION COMMITTEE, INC.**CHAMBERS-TALLAPOOSA-COOSA****BOARD OF DIRECTORS****BY-LAWS****INTRODUCTION**

The names of this Corporation shall be Community Action Committee, Inc., of Chambers - Tallapoosa - Coosa -, a non-profit corporation incorporated under the laws of the State of Alabama. Amended Articles of Incorporation recorded in the County Courthouse of Tallapoosa County on card number 038656. In the following pages it shall be denoted as CAC/C-T-C.

The purpose of the CAC/C-T-C shall be the following:

1. Administer the programs of the Community Service Block Grant and other appropriate programs in Chambers- Tallapoosa -Coosa Counties.
2. To work with three (3) significant groups in the Community, that being the Poor/Poverty Sector, the Public Sector and the Private Sector to seek out, identify and eliminate the causes of poverty within the Community.
3. To mobilizing available resources and bring about greater institutional sensitivity and make the entire community more responsive to the needs and interests of the poor.
4. To plan and develop a system of priorities among projects, activities and areas as needed for the most effective and efficient use of resources.

ARTICLE I. - BOARD COMPOSITION

The governing body of the CAC/C-T-C shall be the Board of Directors, which shall be comprised in accordance with the terms of this Article

1. The membership of the Board of Directors (also referred to as the Executive Board) shall number fifteen (15) representatives. Their selection on the Board shall be based on population.
2. The membership of the Board of Directors shall be at least Fifteen (15) members at all times and at no time shall the membership be more than eighteen (18) members.
3. The total membership of the Board shall at all times be divided by three (3). Exactly one-third (1/3) of the total membership of the Board shall be allotted to Public Officials. At least one-third (1/3) of the total membership

of the Board shall be allotted to representatives of the poor. The remaining part of the total shall be allotted to representative of the private sector.

ARTICLE II. - BOARD SELECTION PROCEDURES

A: Representatives Of The Poor/Poverty Sector;

1. Representation of the poor/poverty sector shall be selected from various target areas within Chambers - Tallapoosa - Coosa Counties. Such target areas will be defined by boundaries to be determined by the Board and shall be apportioned to reflect and circumscribe those areas where Poverty is concentrated.
2. Area Policy Councils may choose representatives of the poor/poverty sector, or in accordance with democratic selection procedures adequate to assure they represent the poor in the target areas. They need not to be poor (poverty) themselves, but the selection procedure shall assure that they represent the poor. The the democratically elected President of the Head Start Policy Council shall serve on the Board to represent the Poverty Sector.
3. Participation in the selection procedures for representation of the poor may be restrictive where feasible to the poor.
4. At least three (3) representative of the poor/poverty sector may be elected directly to the Executive Board.

The democratic procedure for selection of representative of the poor/poverty sector shall insure by various means (notices, media, etc.) a maximum, feasible participation of the poor in the procedure. Procedures to assure compliance will include advertisement to the effect that the election is restricted, when feasible, to the poor. A notation will be placed on the ballot to the effect that the election is restricted, when feasible, to the poor.

5. A procedure will be adopted to insure that persons can only vote once in the election procedure for representatives of the poor.
6. Representatives of the poor/poverty sector who are selected to represent a particular geographic area must reside in that area.
7. One representative of the poor/poverty sector will be the current president of the Head Start Policy Council or his/her alternate.

B: Representatives Of The Private Sector:

- 1 The Private Sector shall be defined an any organization concerned with, but not limited to, business, industry, labor, religious activities, private welfare, private education, civic service, trade, and professional association, significant minority groups and other community interest.
2. As many as possible of the interest listed in the above paragraph (#1 in this

section) shall be represented on the Board. The Board will attempt to maintain a balance among the organizations selected to have representatives, so as to insure broad and diverse community involvement

3. The private sector organization selected by the Board to have representation on the Board shall be notified in writing of their selection and invite the organization to select a representative to serve as a representative for that organization as a private sector on the Board. The individual representative shall be a member of the organization he/she represents. The organization shall notify the President of the Board in writing of the name of its representative.
4. When there are more Private Sector organizations willing to serve than are seats available on the Board, a system of rotation shall be devised to facilitate the intent of maintaining broad community involvement.
5. The Board will try to achieve a balance between representative of social service organizations and representatives from business, industry, labor, religious, law enforcement, education or other major groups to insure significant minority representation
6. Representatives of private sector organizations who are selected to represent organizations or groups that are organized on a particular geographic area must reside in that area.

C: Representatives Of The Public Sector:

1. The chief elected official of the local government shall select the elected public officials to serve on the board. In the event the elected public officials are unavailable or unwilling to serve on the board, the designating officials may select appointed public officials to serve on the board.
2. The public officials selected to serve on the Board shall have either general governmental responsibilities or responsibilities that require them to deal with poverty related issues.
3. There are no tenure restrictions for public sector representative, however. The term of the public officials or their representatives shall be the same as their term of the public office from which their Board membership derives.
4. Public officials or their representatives, who represent specific political subdivisions, wards, or districts, must reside within the area they represent.

ARTICILE III. - APPEALS PROCEDURE

1. Any private community group or representative group of the poor, which feels itself inadequately represented on the Board, may petition for adequate representation.
2. Any such petition must be signed by fifty percent (50%) of the bonfire members of that group or organization or by fifty (50) members of the petitioning group before it is presented to the Chairperson of the Board.
3. The organization or group presenting such a petition shall promptly be given an informal, open hearing before the Board in order that they may have a full and fair opportunity to present their request.

MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO OPEN BIDS FOR COMPUTER HARDWARE REPLACEMENT FOR COMMISSION OFFICE. BIDS TO BE OPEN ON APRIL 14, 2015. UNANIMOUSLY APPROVED.

MOTIONED BY PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO AMEND THE PROBATE OFFICE'S BUDGET FOR BACK SCANNING IN THE AMOUNT OF \$3,600.00 AS LONG AS NO ISSUES OR PROBLEMS ARE FOUND. UNANIMOUSLY APPROVED.

**OPERATIONS BUDGET
COOSA COUNTY COMMISSION
OCTOBER 1, 2014 TO SEPTEMBER 30, 2015
GENERAL FUND**

ESTIMATED REVENUE \$ 2,597,231.00

OTHER SOURCES

OPERATING TRANSFER IN \$ 516,874.00

LESS:

ESTIMATED EXPENSE \$ 2,909,266.60

OTHER SOURCES

OPERATING TRANSFER OUT \$200,172.00

FUND BALANCE \$4,666.40

Fund
GENERAL FUND

Account Number	Group	Objective	Adopted Budget
001-51300-111	JUDGE OF PROBATE	SALARIES - ELECTED O	73,526.00
001-51300-113	JUDGE OF PROBATE	SALARIES	196,626.00
001-51300-121	JUDGE OF PROBATE	RETIREMENT	14,000.00
001-51300-122	JUDGE OF PROBATE	HEALTH INS CO	30,564.00
001-51300-123	JUDGE OF PROBATE	LIFE INS CO	663.00
001-51300-124	JUDGE OF PROBATE	SOCIAL SECURITY	20,667.00
001-51300-131	JUDGE OF PROBATE	ACC/CANCER INS CO	1,404.00
001-51300-151	JUDGE OF PROBATE	PHOTO COPYING - BUSI	7,000.00
001-51300-163	JUDGE OF PROBATE	DATA PROCESSING SER	
001-51300-170	JUDGE OF PROBATE	EDUCATION & TRAINING	800.00
001-51300-171	JUDGE OF PROBATE	DUE / ORGINAZATIONS	750.00
001-51300-211	JUDGE OF PROBATE	OFFICE SUPPLIES	4,800.00
001-51300-219	JUDGE OF PROBATE	COMP SFTWR & MAINT	
001-51300-223	JUDGE OF PROBATE	RENTAL - COPIER	3,444.00
001-51300-233	JUDGE OF PROBATE	REPAIRS MAINT OFFIC	
001-51300-235	JUDGE OF PROBATE	COMP HDWR & MAINT	
001-51300-251	JUDGE OF PROBATE	TELEPHONE	5,000.00
001-51300-252	JUDGE OF PROBATE	POSTAGE	1,300.00
001-51300-262	JUDGE OF PROBATE	TRAVEL	1,800.00
001-51300-264	JUDGE OF PROBATE	ROOM & MEALS	2,100.00
001-51300-265	JUDGE OF PROBATE	REGISTRATION FEES	2,200.00
001-51300-273	JUDGE OF PROBATE	BOND	590.00
001-51300-499	JUDGE OF PROBATE	MISC	
001-51300-580	JUDGE OF PROBATE	DATA PROCESSING & IN	

Department	Assets	
	Liabilities	
	Revenues	
	Expenditures	367,234.00

MOTIONED BY PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO APPROVE DEED SCANNING TO GEMINI WITH AN ANNUAL AMMOUNT OF \$3,600.00. UNANIMOUSLY APPROVED.

MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO SET INTERVIEW TIME AND DATE FOR THE MAINTENANCE EMPLOYEE APPLICANTS TO MARCH 24, 2015 AT 5:00 P.M. UNANIMOUSLY APPROVED.

LEGISLATIVE AGENDA HAD A LIST OF NINE SEPARATE REQUESTS. THEY WERE VOTED ON AS FOLLOWS:

MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO REQUEST LEGISLATIVE ACTION TO REMOVE THE SUNSET CLAUSE IN THE ALABAMA CODE 45-19-244-01-05. UNANIMOUSLY APPROVED.

EXTRACTION SEVERANCE TAX

Alabama Code—45-19-244-01-05

This code allows Coosa County to collect \$.25 per ton of extracted materials within the County.

The present code has a sunset clause that terminates the \$.25, in 2019, and reverts to the \$.10 per ton required by the original intent of the code.

Allowing this reduction to take place will place an undue hardship on Coosa County's already severely strapped general fund revenue.

It is the desire of the elected officials in Coosa County that the Deadline of 2019 be removed from the Code and the \$.25 per ton be allowed to continue indefinitely.

Coosa County would also like to have all "Precious Metals" added to the Code during the amending process. This would insure that mined materials such as graphite will be covered under this Code.

Amending this Code, as suggested, would allow our General Fund Revenue to remain stable without having to reduce any services. It would also allow future businesses to know the on going tax impact on their operations.

MOTIONED BY RANDALL DUNHAM AND SECONDED BY PAUL PERRETT TO REQUEST LEGISLATIVE ACTION, THAT THE COUNTY RECEIVES THE SEVERANCE TAX ON CHIPS AND TIMBER THAT ARE HARVESTED WITHIN THE COUNTY BOUNDARIES REMITTED BACK TO THE COUNTY GENERAL FUND. UNANIMOUSLY APPROVED.

TIMBER SEVERANCE TAX DISTRIBUTION

This subject covered by: Title 9, Chapter 13, Article 4, Sections 80-108, Code of Alabama 1975.

The present practice of Tax Distribution for harvested forest products is very detrimental to Counties, especially the smaller populated Counties.

Presently, Counties receive 0 Severance tax dollars, from Timber and chips harvested within their borders. The timber is harvested within the County and then hauled to a timber or chip processor. The processor is required to send Severance tax and the name of originating County, to the Alabama Department of Revenue. The Revenue Department then sends the Severance tax to the Alabama Department of Forestry. The Forestry Department then distributes the Severance Tax to the State Forestry Group located in each County. The County (s) General Fund receives no revenue from the Timber harvested within their borders.

The County would like the Severance tax, on chips and timber, that are harvested within the County Boundaries remitted back to the County General fund. Forestry is a State Agency and should be funded through the State Budgeting process, not on the backs of the Counties. In summery, log trucks, hauling logs, tear up County roads. The revenue from these processed logs are sent to the State Forestry Department, who sends the revenue to their County Organizations. The Counties are then required to repair and maintain their roads, which are being destroyed by the log trucks, out of their local road maintenance budget.

It,s not right and certainly not fair that a State Agency is partially funded on the backs of the poorest Counties.

MOTIONED BY PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO REQUEST LEGISLATIVE ACTION TO LIMIT THE PURCHASE OF LAND BY FOREVER WILD. UNANIMOUSLY APPROVED.

MOTIONED BY PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO REQUEST LEGISLATIVE ACTION TO THE COUNTY'S REQUEST THAT IT BE ALLOWED TO INCREASE THE TOBACCO TAX BY SOME PERCENTAGE. UNZELL KELLEY AND BERTHA KELLY ABSTAINED. RANDALL DUNHAM, PAUL PERRETT VOTED IN FAVOR OF THE MOTION. MOTION PASSES.

COOSA COUNTY TOBACCO TAX ACT -90-645

B.

The Coosa County Tobacco Tax has remained the same since 1990. Coosa County has, by far, the lowest Tobacco Tax as compared to our surrounding Counties.

The Coosa County Commission Request that they be allowed to increase the Tobacco Tax, by some percentage.

MOTION MADE BY PAUL PERRETT TO REQUEST LEGISLATIVE ACTION TO INCREASE THE SPECIAL RECORDING FEE IN THE PROBATE OFFICE TO \$10.00. MOTION DIES FOR LACK OF SECOND.

RECORDING FEE

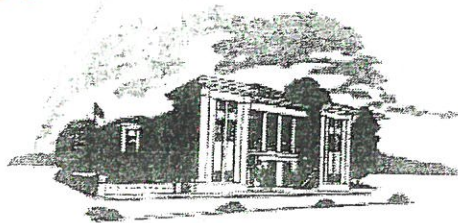
Alabama Code- 45-19.82.01

This Code allows Coosa County to collect \$4.00 as a Special Recording Fee.

This fee has not changed since 1985.

It is the desire of the elected official in Coosa County to increase this Special Recording fee to \$10.00.

Amending this Code, as suggested, would allow our General Fund Revenue to remain stable without having to reduce any services.



Terry Mitchell

Judge of Probate

Coosa County

Margie Blankenship
Chief Clerk

Elizabeth Caldwell
Licensing Clerk

Deed tax	\$0.50 per \$500 or fraction thereof of consideration.
Mortgage tax	\$0.15 per \$100 or fraction thereof financed.
Special county fee	\$4.00 per instrument.
Recording fee	\$3.00 per page.
Certification fee	\$3.00 per instrument.
Indexing fee	\$1.00 per name over two after two grantors or grantees.
Related document fee	\$1.00 on all assignments & satisfactions.
Mineral tax	\$0.05 for 5 years per acre. 0.10 for 10 years per acre. 0.15 lifetime per acre.
Mineral recording fees same as above.	
UCC-1 Financing statement	\$24.00
UCC-3 Continuation	\$24.00
Amendment	\$9.00
Assignment	\$9.00
Termination	\$9.00*
Nonstandard form (penalty fee)	\$5.00
UCC-11 Search Request	\$5.00
Copies per page	\$1.00
Additional debtor name over one	\$1.00
Attachments per page	\$1.00
Assignee on UCC-1	No charge
Tax on UCC-1	\$0.15 per \$100.00 of indebtedness.

*Charge value
mineral tax.*

*Terminations cost \$4.00 if the original was filed after 10-01-87.
No tax collected fee on UCC-1 & mortgages\$1.00

MOTIONED BY PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO REQUEST LEGISLATIVE ACTION TO INCREASE THE MOTOR VEHICLE ISSUANCE FEE TO \$5.00. UNZELL KELLEY AND BERTHA KELLY ABSTAINED. DUNHAM, AND PERRETT VOTED TO APPROVE THE MOTION. MOTION PASSES.

ASSESSMENT AND COLLECTION OF FEES; DISPOSITION OF FUNDS

Alabama Code – 45-19-82.23

This code allows Coosa County to collect \$2.00 for the performance of duties relative to recording the transfer of ownership of motor vehicle which has not changed since 1992.

It is the desire of the elected officials in Coosa County that this fee be increase to \$5.00.

Amending this Code, as suggested, would allow our General Fund Revenue to remain stable without having to reduce any services.

MOTIONED BY PAUL PERRETT AND SECONDED BY UNZELL KELLEY TO REQUEST LEGISLATIVE ACTION TO INCREASE THE RENEWAL OF LICENSE BY MAIL TO \$4.00 UNANIMOUSLY APPROVED.

MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO RESEND THE REQUEST FOR LEGISLATIVE ACTION TO INCREASE THE RENEWAL OF LICENSE BY MAIL TO \$4.00. UNANIMOUSLY APPROVED.

RENEWAL OF LICENSE BY MAIL

Alabama Code – 45-19-82.26

This code allows Coosa County to collect \$2.00 for the mail order fee on tag renewals which has not changed since 1992.

It is the desire of the elected officials in Coosa County that this fee be increase to \$4.00.

Amending this Code, as suggested, would allow our General Fund Revenue to remain stable without having to reduce any services.

MOTION MADE BY PAUL PERRETT TO REQUEST LEGISLATIVE ACTION TO REQUIRE ALL DOCUMENTS TO BE RECORDED ELECTRONICALLY. MOTION DIES FOR LACK OF SECOND DUE TO WORDING.

MOTIONED BY RANDALL DUNHAM AND SECONDED BY PAUL PERRETT TO ADD TO AGENDA. THE REQUEST FOR LEGISLATIVE ACTION TO INCLUDE THAT ALL PROBATE DOCUMENTS BE RECORDED ELECTRONICALLY. UNANIMOUSLY APPROVED.

MOTIONED BY PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO REQUEST LEGISLATIVE ACTION TO INCLUDE ALL PROBATE DOCUMENTS TO BE RECORDED ELECTRONICALLY. UNANIMOUSLY APPROVED.

GENERAL REGISTER OF TRANSACTIONS

Alabama Code - 45-19-82.50

This code allows Coosa County to record some documents electronically but excludes all Probate Records.

It is the desire of the elected officials in Coosa County to amend to include all documents to be recorded electronically.

Amending this Code, as suggested, would allow our General Fund Revenue to remain stable without having to reduce any services. It would the need to purchase, store and handle large well bound books as well as special size recording paper. Originally adopted in 1993.

OLD BUSINESS

MOTIONED BY UNZELL KELLEY AND SECONDED BY PAUL PERRETT TO TABLE THE REQUEST OF CORONER DEPUTIES UNTIL APRIL 14, 2015. UNANIMOUSLY APPROVED.

MOTIONED BY UNZELL KELLEY AND SECONDED BY RANDALL DUNHAM TO ADOPT THE SOUTH ALABAMA MUTUAL ASSISTANCE AGREEMENT IN ADDITION TO EXISTING ALABAMA MUTUAL AID SYSTEM WITH EMA. UNANIMOUSLY APPROVED.

Coosa County Emergency Management Agency
9709 US Hwy 231, Rockford, Alabama 35136
Telephone (256) 377-2418

January 22, 2015

Coosa County Commissioners
9709 US Hwy 231
Rockford, Alabama 35136

Dear Commissioners:

When it comes to emergency situations and disasters, no one local jurisdiction has the resources and capabilities to respond and recover from every situation that they may face alone. Resources and capability shortfalls should be addressed by having pre-arranged agreements with other entities in order to respond and recover as efficiently and effectively as possible. These agreements should be entered into by duly authorized officials and should be formalized in writing whenever possible. This is extremely important at the local government level, especially when the use of resources outside the local jurisdiction is anticipated and there is not a State emergency declaration being issued.

The South Alabama Mutual Assistance Agreement (SAMAA) exists to assist cities and counties to more effectively exchange services and resources, especially in response to a local emergency situation or disaster wherein assistance needs to be provided from one local jurisdiction directly to another local jurisdiction.

Local jurisdictions that participate in the SAMAA are under no obligation to provide assistance. The SAMAA is a mechanism that formally documents a provision for the sharing of resources from local jurisdiction to local jurisdiction (county to county, municipality to municipality, or municipality to county and vice versa); for recognition of licenses and certifications; affords tort liability protection as allowed by state law; and a reimbursement mechanism for allowable expenses incurred during the provisions of support.

At this time, there are approximately 31 counties and numerous municipalities that have signed onto this formal mutual aid agreement.

The Alabama Mutual Aid System (AMAS) was developed to allow the State to assist counties and municipalities to more effectively and efficiently exchange resources and capabilities, especially in response to a major disaster wherein assistance needs to be provided from one area or region of the State to another. AMAS resolves inconsistencies and uncertainties concerning the insurance and liability coverage of emergency workers when deployed from one locality to

another and to allow you to take full advantage of opportunities for Federal/State reimbursement of deployment related costs. The AMAS agreement allows for the sharing of resources from county or municipal governments to other county or municipal governments under the umbrella of acting on behalf of the State; provides a mechanism for the recognition of licenses and certifications; affords tort protection as allowed by state law; and provides a reimbursement mechanism for the allowable expenses incurred during the provision of support.

The Alabama Mutual Aid System has been accepted and signed onto by all 67 counties. The AMAS is supplemental to, and does not affect, existing day-to-day mutual aid agreements between adjacent or nearby localities.

Your consideration in entering Coosa County by resolution into the SAMAA would be greatly appreciated and would also be a tremendous emergency preparedness step taken by the leadership of Coosa County.

Please do not hesitate to contact me should you have any questions or if you need any additional information.

Sincerely,

A handwritten signature in cursive script, reading "Terri Q. Hale".

Terri Q. Hale
Director

SOUTH ALABAMA MUTUAL ASSISTANCE AGREEMENT

I. PURPOSE

To provide an understanding between and among the counties, towns and cities ("Political Entity") of the South Alabama Mutual Assistance Compact in providing and receiving mutual aid as a result of fire, flood, storm, epidemic, technological failure or accident, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, explosion, terrorism, or man-made disaster, or other conditions ("Disasters").

II. AUTHORITIES AND REFERENCES

- A. The basic authority for each county, town or city to enter into this Agreement is Code of Alabama, Title 31, Chapter 9, Sections 31-9-1 through 31-9-24, as amended (the "Alabama Emergency Management Act") and more specifically Section 31-9-9.
- B. Provisions of this Agreement are based on the various sections and paragraphs of the Alabama Emergency Management Act.

III. SCOPE

This Agreement encompasses the area represented by the South Alabama Mutual Assistance Compact whose membership consists of the Emergency Management Directors of the counties listed on Appendix A, and an authorized representative of the city, town and county governing officials listed on Appendix B.

IV. SITUATION

Response to Disasters can exhaust all resources of a city, town, or county and deplete certain types of manpower, equipment, or supplies. When these conditions exist, the affected entity must rely on the next higher level of government, a neighboring entity, volunteer agencies, and/or 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 the Alabama Emergency Management Act and with a clear understanding of the conditions under which such assistance is given or received.

V. MUTUAL AID AGREEMENT

Article 1. The purpose of this Agreement is to provide mutual aid among the parties to this Agreement in meeting any Disaster. The prompt, full, and effective utilization of the resources of the respective counties, towns or cities, 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 and property thereof in the event of a Disaster. All available resources including personnel, equipment or supplies, shall be incorporated into a

plan or plans of mutual aid. The Emergency Management Directors of the respective county members shall be voting members of the South Alabama Mutual Assistance Compact. The voting members of the South Alabama Mutual Assistance Compact shall establish a committee to formulate plans and take all necessary steps for the implementation of this Agreement which shall be voted on by the voting members. All authorized representatives of the city, town, and county governing officials listed on Appendix B, as may be amended from time to time, shall be associate members and shall not be entitled to voting rights.

Article 2. It shall be the duty of each Political Entity that is a member of the South Alabama Mutual Assistance Compact to formulate plans and procedures for implementation of this Agreement including, but not limited to, the authorization of the County Emergency Management Director in their jurisdiction to deploy their resources and free exchange of information and plans, including inventories of personnel, materials, supplies, equipment and other resources available for carrying out provisions of this Agreement. Each participating Political Entity shall bear the risk of its own actions, as it does with its day to day operations, and determine for itself what kinds of insurance and, in what amounts, it should carry. Each assisting Political Entity shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

Article 3. All mutual aid assistance should be requested by and through the county Emergency Management Agency in which the requesting Political Entity is located. Political Entities that deploy without having received a request may or may not be reimbursed for their expenses. Any party Political Entity 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, however, that the Political Entity rendering aid may withhold resources to the extent necessary to provide reasonable protection for such Political Entity. Each party to this Agreement shall extend to the Emergency Management employees of any assisting Political Entity, while operating within the requesting jurisdiction under the terms of this Agreement, the same powers, duties, rights, privileges and immunities as if they were performing their duties in the Political Entity in which normally employed or rendering services. Emergency Management forces will continue under the command and control of their normal leaders, but the organizational units will come under the operational control of Emergency Management authorities of the Political Entity receiving assistance.

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

Article 5. Each Political Entity and each emergency management worker is granted immunity from liability for the death of or injury to persons, or for damages to property as a result of attempting to respond according to this Agreement as provided by law.

Article 6. Nothing herein contained shall preclude any party Political Entity from entering into supplementary agreements with any other Political Entity as otherwise provided by law.

Article 7. While assisting a requesting Political Entity, the assisting Political Entity shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The requesting Political Entity shall from any available source, reimburse at a rate of 100% the assisting Political Entity for all direct and indirect payroll costs and expenses incurred in responding to the Disaster, including, but not limited to, employee pensions and benefits, and the pro rata portion of the cost for workers' compensation insurance, as determined by Generally Accepted Accounting Principles (GAAP). The requesting Political Entity is prohibited from granting reimbursement for overtime payroll costs; unless such compensation is in accordance with payroll policies previously established for normal day to day non-disaster activities of the assisting Political Entity. While providing services to the requesting Political Entity, employees of the assisting Political Entity shall remain as employees of their respective agency while responding to, or performing an emergency mutual aid function on behalf of the requesting Political Entity and until which time the emergency management worker is relieved of further emergency mutual aid responsibility by a duly authorized official.

Article 8. Each party Political Entity shall provide for the payment of compensation and death benefits to full-time employees of such Political Entity who are members of the Emergency Management forces of that Political Entity, 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 the Political Entity where they are employed. Each party Political Entity agrees to furnish a copy of this Agreement to its workers' compensation insurance carrier.

Article 9. Any party Political Entity rendering aid in another Political Entity pursuant to this Agreement shall be reimbursed by the party Political Entity 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 unless such damage is caused by gross negligence, willful and wanton misconduct, or intentional misuse of the assisting Political Entity's personnel.

Article 10. The assisting Political Entity shall be reimbursed for all materials and supplies used or damaged during the period of assistance unless such damage is caused by gross negligence, willful and wanton misconduct, or intentional misuse of the assisting Political Entity's personnel. The assisting Political Entity's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the parties may agree that the requesting Political Entity will replace, with like kind and quality as determined by the assisting Political Entity, the materials and supplies used or damaged.

Article 11. This Agreement shall be operative immediately upon its ratification by any Political Entity as between it and any other Political Entity so ratifying. Ratification is indicated by the signature of the Chief Executive of the Political Entity and the Emergency Management Director of that respective jurisdiction after being approved by the governing body of the Political Entity. Duly authenticated copies of this Agreement will be deposited with each government entity ratifying this Agreement, the Emergency Management Agency represented by the entity, and the Alabama Emergency Management Agency.

Article 12. This Agreement shall continue in force and remain binding on each party Political Entity until the governing body of a Political Entity takes appropriate action to withdraw therefrom. Such action shall not be effective until notice thereof has been sent by the Chief Executive of the party Political Entity desiring to withdraw to Secretary of the South Alabama Mutual Assistance Compact.

Article 13. This Agreement shall be construed to effectuate the purposes stated in Article 1 hereof. If any provision of this agreement is declared unconstitutional or unlawful, or the applicability thereof to any person, entity or circumstance is held invalid, the constitutionality or legality of the remainder of this Agreement and the applicability thereof to other persons, entities and circumstances shall not be affected thereby. Nothing contained in this Agreement shall be construed as a limitation on the powers of participating counties, towns or cities to enter into other agreements relating to emergency management in an emergency or impairing in any respect the force and effect thereof.

VI. RATIFICATION

This Agreement shall become binding and obligatory when it shall have been signed by the Chief Executive Officer (Mayor, Commission Chairperson, Probate Judge, etc.) of the participating county, town and/or city after approval by the governing body of the county, town and/or city authorizing such signature.

This Agreement is approved this the 10 day of March, 2015

For Coosa County Commission
(Name of Political Entity)

By: _____
(Chief Executive)

(Emergency Management Director)

Attest:

Sherrie J. Kelley
(Clerk or Other)

AMAS

"Alabama Mutual Aid System"

AGREEMENT

April 2005 Version

ENDORSED BY:

Association of County Commissioners of Alabama
Alabama League of Municipalities

Contact:

General Counsel
Alabama Emergency Management Agency

205.280.2209 Office

205.280.2394 Fax

Email: legal@ema.alabama.gov

ALABAMA MUTUAL AID SYSTEM

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF ALABAMA, ALABAMA EMERGENCY MANAGEMENT AGENCY AND AMONG EACH POLITICAL SUB-DIVISION OF THE STATE THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING:

WHEREAS, the State Emergency Management Act of 1955, as codified in Section 31-9-01 et seq. Code of Alabama (1975) as amended, hereinafter referred to as the "State Emergency Management Act", authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the State Emergency Management Act sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, the State Emergency Management Act, authorizes the State to enter into a contract on behalf of the State for the lease or loan to any political subdivision of the state any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, the State Emergency Management Act, authorizes the governing body of each political subdivision of the state to enter into such contract or lease with the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefore in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which such contract was entered into; and

WHEREAS, the State Emergency Management Act, authorizes the Alabama Emergency Management Agency, hereinafter referred to as "State EMA", to make available any equipment, services, or facilities owned or organized by the state or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area or upon the request of any recognized and accredited relief agency through such duly constituted authority; and

WHEREAS, the State Emergency Management Act, authorizes the State EMA to call to duty and otherwise provide, within or without the state, such support from available personnel, equipment, and other resources of state agencies and the political subdivisions of the state as may be necessary to reinforce emergency management agencies in areas stricken by emergencies; and

WHEREAS, the State of Alabama is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, sinkhole formations, and other natural disasters that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government owned facilities; and

ALABAMA MUTUAL AID SYSTEM

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should a disaster, whether by natural causes or as a consequence to an enemy attack, sabotage or hostile action occur; and

WHEREAS, to provide the most effective mutual aid possible, each participating political subdivision, intends to foster communications between the personnel of other political subdivisions by visits, compilation of asset inventories, exchange of information and development of plans and procedures to implement this Agreement;

WHEREAS, to provide the most effective mutual aid possible, all activities performed under this agreement are hereby recognized to be governmental functions, and thus enjoy immunity from liability for torts as provided by law, enumerated in subsection (a) of Section 31-9-16 Code of Alabama (1975) as amended. All persons responding under the operational control of the State EMA are recognized to be emergency management workers on the behalf of the State, for purposes of liability. Neither the State or the participating political subdivisions nor their employees, except in cases of willful misconduct, gross negligence or bad faith shall be liable for the death of or injury to persons or for damage to property when complying or attempting to comply with the statewide mutual aid system, enumerated in Subsection (b) of Section 31-9-16 Code of Alabama (1975) as amended.

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. "AGREEMENT" - The Alabama Mutual Aid System Agreement for Emergency Response/Recovery. Political subdivisions of the State of Alabama may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and authorizing resolution(s) to the State EMA. Copies of the agreement with original signatures and copies of authorizing resolutions shall be filed and maintained at the State EMA in Clanton, Alabama. For the purposes of this Agreement, a Volunteer Fire Department/Association and/or a Mutual Aid team composed of volunteer members, as defined below, are not considered a political subdivision. Such Volunteer Associations are deemed "sub-contractors" to the political subdivisions that have secured such volunteer services for the purposes of fulfilling that political subdivisions obligations agreed to in this instrument.

B. "EMERGENCY MANAGEMENT WORKER" (RESPONDER) - An emergency management worker is defined as anyone possessing special skills, qualifications, training, knowledge and experience in the public or private sectors that would be beneficial to a participating political subdivision in response to a locally declared emergency as defined in any applicable law or ordinance or authorized drill or exercises; and who is requested and/or authorized to respond. Under this definition, an emergency management worker may or may not be required to possess a license, certificate, permit or other official recognition for their expertise in a particular field or area of knowledge. An emergency management worker could include, but is in no way limited to, the following regardless of compensation: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, local emergency debris removal teams, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

ALABAMA MUTUAL AID SYSTEM

- C. "VOLUNTEER MEMBER" – An emergency management worker, which is not personally compensated for their local emergency response duties and/or labor performed within the jurisdiction of their residence or employment. As a condition of their appointment as a recognized task force team member, Volunteer Members agree to waive any claim to personal compensation from the responding political subdivision or reimbursement from State EMA.
- D. "REQUESTING POLITICAL SUBDIVISION" - The participating political subdivision entity requesting aid in the event of an emergency. Each requesting political subdivision shall coordinate requests for state or federal emergency response assistance through its local EMA director or designee.
- E. "ASSISTING POLITICAL SUBDIVISION" - The participating political subdivision entity furnishing equipment, services and/or manpower to the requesting political subdivision.
- F. "AUTHORIZED REPRESENTATIVE" - An employee(s) or official of a participating political subdivision authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of authorized representatives for the participating political subdivision executing this Agreement shall be attached as Appendix A to the executed copy of the Agreement supplied to the State EMA, and shall be updated as needed by each participating political subdivision.
- G. "STATE EMA" - Alabama Emergency Management Agency, Clanton, Alabama.
- H. "FEMA" – Federal Emergency Management Agency, Washington, D.C.
- I. "EMERGENCY" - Any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
- J. "DISASTER" - Any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a State of Emergency by the Governor, or a Declaration signed by the President of the United States.
- K. "PARTICIPATING POLITICAL SUBDIVISION" - The governmental entity within the borders of the State of Alabama, which executes this Alabama Mutual Aid System Agreement and supplies a complete, executed copy to the State EMA.
- L. "NON-PROFIT ORGANIZATION" - A non-profit organization, corporation or other legal entity as defined by state law whose mission is to provide an emergency response function to the general public for no monetary compensation (volunteer) as defined in §6-5-336 Code of Alabama 1975, as amended.
- M. "PERIOD OF ASSISTANCE" - The period of time beginning with the departure of any personnel of the Assisting political subdivision from any point for the purpose of traveling to the requesting political subdivision's jurisdiction in order to provide assistance and ending upon the return of all personnel and equipment of the assisting political subdivision, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the requesting political subdivision or the return trip from the requesting political subdivision during which the personnel of the assisting political subdivision are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting political subdivision.

ALABAMA MUTUAL AID SYSTEM

N. "WORK OR WORK-RELATED PERIOD" - Any period of time in which either the personnel or equipment of the assisting political subdivision are being used by the requesting political subdivision to provide assistance and for which the requesting political subdivision will reimburse the assisting political subdivision. Specifically included within such period of time are rest breaks when the personnel of the Assisting political subdivision will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

SECTION 2. RESPONSIBILITIES

It shall be the responsibility of each participating political subdivision with jurisdiction over and responsibility for the local emergency management agency within that certain subdivision to do the following:

- a. Identify potential hazards that could affect the participant using an identification system common to all participating jurisdictions.
- b. Conduct joint planning, intelligence sharing and threat assessment development with contiguous participating political subdivisions, and conduct joint training at least biennially.
- c. Identify and inventory the current services, equipment, supplies, personnel and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating political subdivision.
- d. Adopt and put into practice the standardized incident management system approved by the State EMA.

SECTION 3. PROCEDURES

Requests for assistance under this Agreement shall be limited to emergency public safety events that exceed the resources of the local jurisdiction, thus creating the need for outside assistance. Should a political subdivision exceed available resources within their jurisdiction and/or those resources provided by other political subdivisions or private entities through pre-existing local or regional mutual aid agreements or compacts; then such participating political subdivisions may request mutual aid assistance from the State EMA.

When a participating political subdivision either becomes affected by, or is under imminent threat of, an emergency or disaster, it may invoke emergency related mutual aid assistance by an official request communicated in writing to the State EMA. The official request shall be made by resolution by the appropriate governing body of the participating political subdivision or by an authorized representative(s). The request shall be submitted to the State EMA by the local emergency management director. Such procedures are essential to the continuity and efficiency of operation and compliance is critical. Request for mutual aid assistance under this agreement may be communicated to the State EMA orally, provided such request is reduced to writing, properly executed and transmitted to the State EMA as soon as practical.

A. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

- When contacted by the State EMA, the governing body of any participating political subdivision agree to assess their government's situation to determine available personnel, equipment and other resources.

ALABAMA MUTUAL AID SYSTEM

All participating political subdivisions shall render assistance to the extent personnel, equipment and resources are available. Each participating political subdivision agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the appropriate governing body or its authorized representative(s) determines that their participating political subdivision has available personnel, equipment or other resources, they shall so notify the State EMA, and provide the information listed below. The State EMA shall, upon response from sufficient participating parties to meet the needs of the requesting political subdivision, notify the authorized representative of the requesting political subdivision and provide them with the following information, to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the requesting political subdivision;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the requesting political subdivision.

MISCELLANEOUS PROCEDURES:

[Refer to the Alabama Mutual Aid System Concept of Operations, (Current Version; AEMA).]

SECTION 4. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions.

A. **PERSONNEL** - During the period of assistance, the assisting political subdivision shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The State EMA shall from any available source, reimburse at a rate of 100% the assisting political subdivision for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits, and the pro rata portion of the cost for workman's compensation insurance, as determined by Generally Accepted Accounting Principles (GAAP). State EMA is prohibited from granting reimbursement for overtime payroll costs, unless such compensation is in accordance with payroll policies previously established for normal day to day non-disaster activities. Volunteers, as defined in Section 1, will not be reimbursed for labor performed while participating under this agreement. While providing services to the requesting political subdivision, employees of the assisting political subdivision shall remain as employees of their respective agency while responding to, or performing an emergency mutual aid function on behalf of the State EMA and until which time the emergency management worker is relieved of further emergency mutual aid responsibility by a duly authorized official.

ALABAMA MUTUAL AID SYSTEM

B. **EQUIPMENT** - Unless otherwise agreed to as provided herein, the assisting political subdivision shall be reimbursed by any available source, or by the State EMA, for the use of its equipment during the period of assistance according to the pre-established FEMA hourly rate cost codes, the actual replacement, operation, and maintenance expenses incurred or the rental rate blue-book for construction equipment if approval by the State EMA or FEMA. The assisting political subdivision shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. In the event replacement of equipment becomes necessary, State EMA shall not reimburse any replacement cost(s) incurred above the current fair market value of the equipment at issue. At the request of the assisting political subdivision, fuels, miscellaneous supplies, and minor repairs may be provided by the State EMA, if practical. The total equipment charges to the State EMA shall be reduced by the total value of the fuels, supplies, and repairs furnished by the State EMA and by the amount of any insurance proceeds received by the assisting political subdivision.

C. **MATERIALS AND SUPPLIES** - Unless otherwise agreed to as provided herein, the assisting political subdivision shall be reimbursed for all materials and supplies used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3.B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the assisting political subdivision's personnel. The assisting political subdivision's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the parties may agree that the State EMA will replace, with like kind and quality as determined by the assisting political subdivision, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the State EMA.

D. **RECORD KEEPING** - The assisting political subdivision shall maintain records and submit invoices for reimbursement direct to the STATE EMA using a format commonly used by the State of Alabama or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. State EMA finance personnel shall provide information, directions, and assistance for record keeping to assisting political subdivision personnel.

E. **PAYMENT** - The assisting political subdivision shall bill the State EMA for all reimbursable expenses with an itemized invoice as soon as practicable after the expenses are incurred, but not later than forty (40) calendar days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR Part 206. The State EMA shall pay the bill, or advise of any disputed items, not later than forty (40) calendar days following the billing date. Should State EMA fail to reimburse an assisting political subdivision within forty (40) days following the date the political subdivision applies for such reimbursement, such political subdivision shall no longer be required to fulfill the requirements of this agreement until such reimbursement is made by the State EMA. These time frames may be modified by mutual agreement.

F. **PAYMENT BY OR THROUGH THE ALABAMA EMERGENCY MANAGEMENT AGENCY**
- The State EMA may reimburse the assisting political subdivision for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the State EMA.

ALABAMA MUTUAL AID SYSTEM

The assisting political subdivision shall be responsible for making written request to the State EMA for reimbursement of travel and subsistence expenses. The assisting political subdivision's written request should be submitted as soon as possible, not to exceed forty (40) days after expiration of the period of assistance. The State EMA shall provide a written response to said requests within forty (40) days of actual receipt. In the event that an affected jurisdiction requests assistance without forwarding said request through the State EMA, or an assisting political subdivision provides assistance without having been requested by the State EMA to do so, the State EMA shall not be liable for reimbursement of any of the cost(s) of assistance incurred. The State EMA may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the State EMA shall be determined in accordance with 44 CFR 206.228. The State EMA may authorize applications for reimbursement, of eligible costs for the non-federal share portion, from the undeclared disaster portion, of the Governor's Contingency Fund created in accordance with Section 36-13-1 et seq. Code of Alabama (1975) as amended, or by any other legally authorized appropriation or fund. Such applications shall be evaluated pursuant to rules established by the State EMA, and may be funded only to the extent of available state or federal funds.

SECTION 5. INSURANCE

Each participating political subdivision shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a participating political subdivision is insured, its file shall contain a letter from its insurance carrier(s) stating in affect that insurance coverage will follow the employee or volunteer, their vehicles and their agency's liability upon leaving its local jurisdiction. If a participating political subdivision is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Specifically, regarding workman's compensation liability of self-insured parties, evidence of a certificate of self-insurance, with a resolution reflecting such status, and a copy of which must be attached to the executed copy of this Agreement, which is filed with the State EMA. Each Assisting political subdivision shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this agreement. The amount of reimbursement from the State EMA or the requesting political subdivision shall be reduced by the amount of any insurance proceeds to which the assisting political subdivision is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 6. LIABILITY

To the extent permitted by law, including those in accordance with Section 31-9-16 and Section 11-93-2 Code of Alabama (1975) as amended, and without waiving sovereign immunity, or those limitations provided by law, each political subdivision to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this agreement.

ALABAMA MUTUAL AID SYSTEM

SECTION 7. LENGTH OF TIME FOR EMERGENCY RESPONSE

The duration of response to said state of emergency, declared by the requesting political subdivision, is limited to 72 hours (3) days. It may be extended, if necessary.

SECTION 8. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one (1) year terms unless terminated in writing by the participating political subdivision. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, State EMA, which shall provide copies to all other participating parties. Written notification shall be submitted no later than sixty (60) days prior the requested date of termination.

SECTION 9. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating political subdivision and upon proper execution hereof.

SECTION 10. ROLE OF ALABAMA EMERGENCY MANAGEMENT AGENCY

The responsibilities of the State EMA under this Agreement are to: (1) request mutual aid on behalf of a participating political subdivision, under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a requesting political subdivision, pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from the Alabama Department of Finance upon a proclaimed State of Emergency, or from the U.S. Department of Homeland Security, FEMA, and/or all other supporting federal agencies upon a presidential disaster declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of participating political subdivisions with their authorized representative and contact information, and to provide a copy of the listing to each of the participating political subdivisions on an annual basis during the second quarter of the calendar year.

SECTION 11. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements, or inter-local agreements, pursuant to Section 31-9-9 et seq. Code of Alabama (1975) as amended, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.

ALABAMA MUTUAL AID SYSTEM

SECTION 12. MISCELLANEOUS:

Capacity - Each political subdivision that has entered into this agreement represents and warrants to the other as follows:

A. That it is a legal government entity duly organized and in good standing pursuant to all applicable laws, rules and regulations. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

B. That to the extent required, each political subdivision has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the political subdivision.

C. That each political subdivision has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the political subdivision to the terms and conditions hereof.

D. That absent fraud, the execution of this agreement by a representative of the political subdivision shall constitute a certification that all such authorizations for execution exist and have been performed and the other political subdivision shall be entitled to rely upon the same.

E. That each political subdivision represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

F. That each political subdivision has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third political subdivision - It is the intent of the parties hereto that there shall be no third political subdivision beneficiaries to this agreement.

Final Integration - This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any political subdivision which is not contained in this Agreement or expressly referred to herein has been relied on by any political subdivision in entering into this Agreement.

Force Majeure - Neither political subdivision to this agreement shall hold the other political subdivision responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other political subdivision's employees, agents or contractors.

ALABAMA MUTUAL AID SYSTEM

Amendment in Writing - This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect - This agreement shall bind the parties and successors.

Construction - This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the political subdivision that provided or drafted it.

Mandatory and Permissive - "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws - The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation - No political subdivision to this Agreement may assign its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any political subdivision from its obligations and duties hereunder and such assigning or delegating political subdivision shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver - Non enforcement of any provision of this agreement by either political subdivision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

IN WITNESS WHEREOF, the parties set forth below have duly executed this Agreement on the date set forth below:

ATTEST:

LOCAL GOVERNMENT AGENCY

By: _____

Date: _____

Its: _____

Mayor/County Commissioner

By: _____

Date: _____

Its: _____

County Sheriff

ACKNOWLEDGED AND AGREED BY THE ALABAMA EMERGENCY MANAGEMENT AGENCY

Art Faulkner, Director

Date: _____

ENGINEER BROUGHT TWO RESOLUTIONS ON BRIDGE REPLACEMENTS TO THE COMMISSION.

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Coosa County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Preliminary engineering for the bridge replacement of BIN 3009 on CR-125 over Paint Creek. Project # BR-1915 (), CCP 19-109-03P, CPMS Ref. # 100063554;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 10 day of March,
20 15.

ATTESTED:

Shernie F. Kelley
County Clerk

Jodd R. Allen
Chairman, County Commission

I, the undersigned qualified and acting clerk of Coosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

10 day of March, 20 15, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

10 day of March, 20 15.

Shernie F. Kelley
County Clerk

SEAL

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Coosa County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Preliminary engineering for the bridge replacement of BIN 3773 on CR-68 over Shelton Creek. Project # BRZ-1915 (), CCP 19-126-13P, CPMS Ref. # 100063555;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 10 day of March,
20 15.

ATTESTED:

Sherrice Y. Kelley
County Clerk

Judd J. Adams
Chairman, County Commission

I, the undersigned qualified and acting clerk of Coosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

10 day of March, 20 15, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

10 day of March, 20 15.

Sherrice Y. Kelley
County Clerk

SEAL

RECESS

MOTIONED BY RANDALL DUNHAM AND SECONDED BY PAUL PERRETT TO RECESS UNTIL MARCH 24, 2015 AT 5:00 P.M. FOR MAINTENANCE SUPERVISOR INTERVIEWS. UNANIMOUSLY APPROVED.

AGENDA
RECESSED MEETING
COOSA COUNTY COMMISSION
March 24, 2015
5:00 PM

Call to Order: TA.

Commission Roll Call: TA, RD, BK, UK, PP

Old Business will be conducted first for the interviews for the Maintenance Position

NEW BUSINESS

Add to Agenda- Motion to turn all County records and inventories regarding purchases made through the Maintenance Department from October 3, 2011 to January 13, 2015, over to the Sheriff's Department for investigation of possible illegal acts. Also authorizing the Chairman to execute any documents necessary to carry out the investigation.

 -Motion to turn all County records and inventories regarding purchases made through the Maintenance Department from October 3, 2011 to January 13, 2015, over to the Sheriff's Department for investigation of possible illegal acts. Also authorizing the Chairman to execute any documents necessary to carry out the investigation.

OLD BUSINESS

Interviews for Maintenance position: 5:00 Robert Gantt

5:20 Terry Robinson- canceled

5:40 Mark Jarrett

6:00 Joseph Phillips

6:20 William Brown

6:40 James Hayes

 Motion RD 2nd UK to hire W. Brown + ~~James Hayes~~
 Contingent on the satisfactory determination of the Background check, license verification and credit check.

M UK 2nd BK James Hayes as alternate

Adjourn: M RD 2nd TA

COOSA COUNTY COMMISSION MINUTES

MARCH 24, 2015

5:00 P.M.

CALL TO ORDER

CHAIRMAN TODD ADAMS CALLED THE MEETING BACK TO ORDER.

COMMISSION ROLL CALL CONSISTED OF CHAIRMAN TODD ADAMS, RANDALL DUNHAM, VICE CHAIRMAN, BERTHA KELLY, UNZELL KELLEY AND PAUL PERRETT.

OLD BUSINESS

MOTIONED BY RANDALL DUNHAM AND SECONDED BY UNZELL KELLEY TO HIRE WILLIAM BROWN AS THE MAINTENANCE SUPERVISOR FOR THE COURTHOUSE, CONTINGENT UPON THE SATISFACTORY DETERMINATION OF THE BACKGROUND CHECK, LICENSE VERIFICATION AND CREDIT CHECK. UNANIMOUSLY APPROVED.

MOTIONED BY UNZELL KELLEY AND SECONDED BY BERTHA KELLY FOR JAMES HAYES TO BE ALTERNATE HIRE FOR MAINTENANCE SUPERVISOR POSITION. UNANIMOUSLY APPROVED.

NEW BUSINESS

MOTIONED BY PAUL PERRETT AND SECONDED BY TODD ADAMS TO ADD TO THE AGENDA MOTION TO TURN ALL COUNTY RECORDS AND INVENTORIES REGARDING PURCHASES MADE THROUGH THE MAINTENANCE DEPARTMENT FROM OCTOBER 3, 2011 TO JANUARY 13, 2015, OVER TO THE SHERIFF'S DEPARTMENT FOR INVESTIGATION OF POSSIBLE ILLEGAL ACTS, AUTHORIZING THE CHAIRMAN TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THE INVESTIGATION. UNANIMOUSLY APPROVED.

MOTIONED BY PAUL PERRETT AND SECONDED BY RANDALL DUNHAM TO TURN ALL COUNTY RECORDS AND INVENTORIES REGARDING PURCHASES MADE THROUGH THE MAINTENANCE DEPARTMENT FROM

OCTOBER 3, 2011 TO JANUARY 13, 2015, OVER TO THE SHERIFF'S DEPARTMENT FOR INVESTIGATION OF POSSIBLE ILLEGAL ACTS, AUTHORIZING THE CHAIRMAN TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THE INVESTIGATION. UNANIMOUSLY APPROVED.

MOTION

To turn over to the Coosa County Sheriff's Office all County records regarding purchases made through the Coosa County Maintenance Department for the period beginning October 3, 2011 through January 13, 2015, inventory of tools and equipment and other documents which may be necessary to investigate possible illegal acts and the prosecution of the same if an illegal act is determined by law enforcement officials. Further, to authorize the Commission Chairman to execute such documents as may be necessary to commence the investigation on behalf of Coosa County.

GENERAL FUND

<u>WARRANT NO.</u>	<u>NAME OF CLAIMANT</u>	<u>CHARACTER OF CLAIM</u>	<u>AMOUNT</u>
15782	INSURANCE FUND	LINCOLN LIFE PREM.	346.92
15783	PAYROLL FUND	PAYROLL W/E 3/6/15	54,171.09
15784	OPERATIONS FUND	EXPENDITURES 1ST PAY	23,993.12
15785	INSURANCE FUND	ACCIDENT/CANCER PREM.	760.11
15786	7 CENT GAS TAX FUND	FUEL - FEBRUARY	3,376.11
15787	FORD MOTOR CREDIT	CHARGER PYMT	9,734.71
15788	UPS	PAYROLL DELIVERY	119.25
15789	SHERIFF DEPT.	ACT 2012-535	344.87
15790	PAYROLL FUND	PAYROLL W/E 3/20/15	64,875.55
15791	RICHVILLE VOLUNTEER FIRE DEPT.	POLLING PLACE RENT	50.00
15792	OPERATIONS FUND	EXPENDITURES 2ND PAY	35,392.42
15793	DOWNTOWN BODY SHOP	REPAIRS ON 09&11 CHARGERS	4,115.85
15794	INSURANCE FUND	BCBS - APRIL	16,747.00
15795	NUTRITION FUND	TRANSFER BUDGET	17,600.00
15796	FORD MOTOR CREDIT	3 OF 3 PYMT CHARGER	8,784.92

7 CENT GAS TAX FUND

8193	INSURANCE FUND	LINCOLN LIFE PREM.	201.07
8194	PAYROLL FUND	PAYROLL W/E 3/6/15	30,995.32
8195	PAYROLL FUND	LOGGING INSPECTOR 3/6/15	256.52
8196	OPERATION FUND	EXPENDITURES 1ST PAY	3,239.28
8197	CLARENCE C. COOK III	ENGINE FOR MOTOR GRADER	4,000.00
8198	INSURANCE FUND	ACCIDENT/CANCER PREM.	428.78
8199	BUSINESS CARD	U. KELLEY CHARGE CARD	515.00
8200	ROAD & BRIDGE FUND	AUDIT CORRECTION	3,569.00
8201	PAYROLL FUND	PAYROLL W/E 3/20/15	30,609.39
8202	PAYROLL FUND	LOGGING INSPECTOR 3/20/15	256.52
8203	OPERATIONS	EXPENDITURES 2ND PAY	22,235.74
8204	BUSINESS CARD	REMAINDER OF CHARGES	72.15
8205	INSURANCE FUND	BCBS - APRIL	8,930.00

ROAD & BRIDGE

458	OPERATIONS FUND	EXPENDITURES 1ST PAY	1,634.63
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PUBLIC HWY & TRAFFIC

575	OPERATIONS FUND	EXPENDITURES 1ST PAY	187.36
576	GENERAL FUND	AUDIT CORRECTION	3,112.87
577	OPERATIONS FUND	EXPENDITURES 2ND PAY	40.00

CAPITAL IMPROVEMENT

292	REGIONS BANK	FEES	25.00
293	REGIONS BANK	FEES	25.39
294	REGIONS BANK	DEBT SERVICE	1,808.33

4 CENT GAS TAX

641	7 CENT GAS TAX FUND	REIMB.	30,867.45
642	7 CENT GAS TAX FUND	REIMB.	23,584.07

REAPPRAISAL

2247	INSURANCE FUND	LINCOLN LIFE PREM.	25.89
2248	PAYROLL FUND	PAYROLL W/E 3/6/15	3,820.60
2249	OPERATIONS	EXPENDITURES 1ST PAY	2,577.18
2250	INSURANCE FUND	ACCIDENT/CANCER PREM.	58.47
2251	PAYROLL FUND	PAYROLL W/E 3/20/15	3,819.78
2252	INSURANCE FUND	BCBS - APRIL	1,671.00
2253	ESRI	SOFTWARE MAINT. RENEWAL	1,500.00

NUTRITION

3113	INSURANCE FUND	LINCOLN LIFE PREM.	17.26
3114	OPERATIONS FUND	EXPENDITURES 1ST PAY	732.34
3115	INSURANCE FUND	ACCIDENT/CANCER PREM.	38.98
3116	7 CENT GAS TAX FUND	FUEL - FEBRUARY	440.92
3117	PAYROLL	PAYROLL W/E 3/20/15	4,996.22
3118	OPERATIONS FUND	EXPENDITURES 2ND PAY	1,603.46
3119	INSURANCE FUND	BCBS - APRIL	876.00

PUBLIC TRANSP.

1783	INSURANCE FUND	LINCOLN LIFE PREM.	8.63
1784	OPERATIONS	EXPENDITURES 1ST PAY	76.08
1785	INSURANCE FUND	CANCER/ACCIDENT PREM.	19.49
1786	7 CENT GAS TAX FUND	FUEL - FEBRUARY	262.63
1787	PAYROLL	PAYROLL W/E 3/20/15	1,620.33
1788	OPERATIONS	EXPENDITURES 2ND PAY	34.30
1789	INSURANCE FUND	BCBS - APRIL	629.00

LAKE MARTIN IDA

1255	OPERATIONS	EXPENDITURES 2ND PAY	3,535.13
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INSURANCE FUND

1146	LINCOLN LIFE	MARCH PREM.	599.77
1147	ALLSTATE	CANCER/ACCIDENT INSURANCE	1,305.83
1148	SEIB	BCBS - APRIL	44,519.00

BEER TAX

1245	GENERAL FUND	BEER TAX - FEB	2,793.87
1246	BOARD OF EDUCATION	BEER TAX - FEB	2,793.86

OPERATIONS


15563	ACCAWCSIF	SERVICE	1,634.63
15564	AT & T MOBILITY	SERVICE	51.55
15565	ADVANCED DISPOSAL SERVICES	SERVICE	483.50
15566	ALABAMA POWER COMPANY	SERVICE	8,530.28
15567	ALAN WINGFIELD	REIMB.	29.98
15568	ALLCOMM WIRELESS	SERVICE	721.50
15569	AUBURN UNIVERSITY - SOIL TESTING LAB	SERVICE	21.00

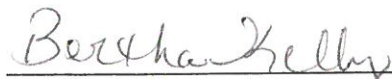
15570	BERTHA KELLY	REIMB.	225.50
15571	CENTRAL ALABAMA ELECTRIC COOP	SERVICE	1,183.17
15572	CENTURYLINK	SERVICE	3,639.48
15573	CERIDIAN CORP.	SERVICE	384.48
15574	CIT FINANCE	SERVICE	132.04
15575	DELTA COMPUTER SYSTEMS	SERVICE	360.00
15576	DESIGN SOUTH	SERVICE	25.00
15577	EAST AL REGIONAL PLANNING & DEV COM	SERVICE	1,184.14
15578	FIRST RESPONSE PEST CONTROL, LLC	SERVICE	315.00
15579	KELLEY B. JOHNSON	SERVICE	578.00
15580	P & G ENDEAVORS, INC.	SERVICE	31.00
15581	PRICARE	SERVICE	56.00
15582	QUALITY CORRECTIONAL HEALTH CARE	SERVICE	4,025.39
15583	ROCKFORD WATER & GAS	SERVICE	3,679.00
15584	ROYAL OFFICE EQUIPMENT CO., INC.	SERVICE	355.64
15585	S & W MINICOMPUTER	SERVICE	2,485.00
15586	SHERRIE KELLEY	REIMB.	125.07
15587	SOUTHERN LINC	SERVICE	1,384.38
15588	STEWARTVILLE WATER AUTHORITY	SERVICE	57.26
15589	SYSCON, INC.	SERVICE	742.00
15659	A-1 LOCK & KEY	SERVICE	216.68
15660	A T & T	SERVICE	190.45
15661	ALABAMA CARD SYSTEMS	SERVICE	335.56
15662	AL INSTITUTE FOR DEAF & BLIND	SUPPLIES	110.35
15663	ALABAMA PAPER CO.	SUPPLIES	276.03
15664	ALABAMA POWER COMPANY	SERVICE	1,077.38
15665	AUTOMATIC GAS, INC.	SERVICE	477.96
15666	BREVARD EXTRADITIONS, INC.	SERVICE	400.00
15667	BUSINESS CARD	SERVICE	1,199.39
15668	CENTRAL AL FIRE PROTECTION	SERVICE	817.00
15669	CERIDIAN CORP.	SERVICE	613.63
15670	CHARTER COMMUNICATIONS	SERVICE	371.98
15671	CHILDERSBURG COMM WORK RELEASE	SERVICE	255.00
15672	CIT FINANCE LLC	SERVICE	44.52
15673	COOSA COUNTY NEWS	SERVICE	137.50
15674	DIVERSIFIED PLUMBING, LLC	SERVICE	337.91
15675	ELECTION SYSTEMS & SOFTWARE, INC.	SERVICE	545.55
15676	FASTENAL CO.	SUPPLIES	352.73
15677	FIRST BANK	SUPPLIES	581.15
15678	FORBUS AUTO SALES	SERVICE	162.90
15679	HARVEY CULVERT COMPANY	SUPPLIES	11,033.00
15680	JOHN KELLEY JOHNSON	SERVICE	700.00
15681	JOHN W. COTTIER, PHD	SERVICE	550.00
15682	OCCUPATIONAL HEALTH SERVICES OF AM., INC.	SERVICE	360.00
15683	P & G ENDEAVORS, INC.	SUPPLIES	28.00
15684	QUILL CORP.	SUPPLIES	1,058.13
15685	RADNEY-SMITH FUNERAL HOME	SERVICE	316.00
15686	RELIABLE OFFICE SUPPLIES	SUPPLIES	491.94
15687	ROYAL OFFICE EQUIPMENT CO., INC.	SERVICE	137.80
15688	S & S DISCOUNT TIRE INC.	SERVICE	2,926.01
15689	SANFORD BELL & ASSOCIATES	SUPPLIES	1,000.00
15690	SHERIFF FUND	REIMB.	756.17
15691	SHERRIE KELLEY	REIMB.	54.63
15692	SWEN COMMUNICATIONS, INC.	SUPPLIES	157.00
15693	SYSCON, INC.	SERVICE	608.00

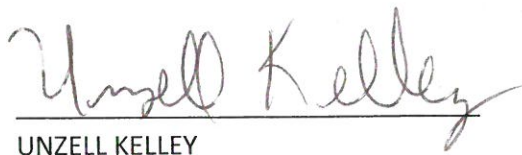
15694	TALLADEGA MACHINERY	SUPPLIES	62.06
15695	THE BANK OF NEW YORK TRUST	BOND FEE	4,260.75
15696	THE DAILY HOME	SERVICE	639.70
15697	THOMAS AUTO PARTS, INC.	SUPPLIES	282.04
15698	TIGERDIRECT INC.	SUPPLIES	984.49
15699	TOP GUN PEST CONTROL	SERVICE	150.00
15700	TURNER OIL	FUEL	4,441.80
15701	US BANK CORPORATE TRUST SERVICE	BOND	16,749.51
15702	US BANK CORPORATE TRUST SERVICE	BOND	3,535.13
15703	UNIVERSAL SYSTEMS AKA GEEKS TO GO	SERVICE	298.00
15704	VANSANDT HARDWARE INC.	SUPPLIES	63.40
15705	VERIZON WIRELESS	SERVICE	544.94
15706	WARRIOR TRACTOR & EQUIPMENT	SUPPLIES	1,841.31
15707	WEX BANK	FUEL	307.57
15708	GENERAL FUND	REIMB.	9.00

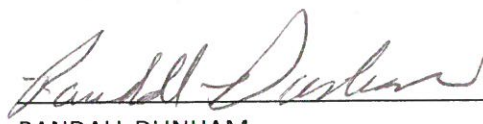
ADJOURN

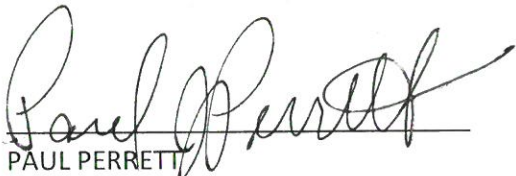
MOTIONED BY RANDALL DUNHAM AND SECONDED BY TODD ADAMS TO ADJOURN UNTIL APRIL 14, 2015. UNANIMOUSLY APPROVED.


CHAIRMAN, TODD J. ADAMS


VICE CHAIRMAN, BERTHA KELLY


UNZELL KELLEY


RANDALL DUNHAM


PAUL PERRETTI