

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, NOVEMBER 9, 2021

PRESENT: CHAIRMAN PETE STEPHENS, VICE-CHAIRMAN DENNIS BRINSON, COMMISSIONERS, BOBBY BARBER JR., GEORGE ANDERSON, RUSTY DAVIS, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST, COURT REPORTER SHERRY PARKER (PUBLIC HEARING).

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 9:00 a.m. After the call to order, Chairman Stephens gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Chairman Stephens requested to amend the agenda by adding an executive session to discuss personnel as item number 5. With this amendment, Commissioner Brock made a motion to approve the agenda. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' Meeting held October 26, 2021, as presented. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

PUBLIC HEARING – Expansion of C & D Landfill

Vice Chairman Brinson made a motion to enter into the Public Hearing. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens recognized County Administrator Thomas who stated this public hearing is being held in accordance with section 12-8-26(a)&(b) of the Georgia Comprehensive Solid Waste Management Act. This meeting is being held to discuss the waste management needs of Decatur County and to make a siting decision concerning the horizontal and vertical expansion of the existing Construction and Demolition disposal area at the Decatur County Solid Waste Facility located at 104 Mine Loop Road, Attapulgus Georgia. Approximately two acres of additional C & D disposal area is proposed to take place within the existing permit boundary, which is where the current scale house is located. A new scale will be located off-premises which will provide additional space of permitted landfill area. This public hearing is to allow input from any citizen and to provide information concerning the proposed expansion. County Administrator Thomas turned the meeting back over to Chairman Stephens for any questions or comments.

There being no further discussion, Commissioner Davis made a motion to enter back in to regular session. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Mutual Aid Agreement with Gadsden County Fire Service. Chairman Stephens recognized Fire Chief, Charlie McCann, who stated this agreement is a renewal of the existing mutual aid agreement. The current mutual aid agreement was renewed in 1996, Chief McCann stated nothing has changed within the mutual aid agreement and stated Gadsden County has already approved and recommends approval to the Board, a copy of which is attached. County Administrator Thomas stated the agreement has his name referenced for a signature and request that his name be removed and the Chairman's name be added. Commissioner Davis made a motion to approve the agreement with the name change. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Consider Bid – Boom Mower for Public Works. Chairman Stephens recognized County Administrator Thomas who stated bid requests for a boom mower for Public Works were advertised and provided to various vendors. Three bids were received with Atmax Equipment winning the bid with a price of \$193,657.75 and a delivery date of 120-150 days. County Administrator Thomas recommends Board approval for the boom mower, model number MMB26 mower max. Vice Chairman Brinson made a motion to approve the purchase. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

Consider IGA. Chairman Stephens recognized County Administrator Thomas who stated based on citizen's complaints and demands for better trash collection services and at the request of the Board of Commissioners he had been in discussions with the City of Bainbridge to expand their service to the unincorporated areas of the county. The City Council met last week and agreed and approved to move forward with expanding trash collection service in the County. The Board of Commissioners now need to continue and proceed with authorizing a franchise agreement for the city to begin the trash collection services. County Administrator Thomas stated the city has ordered equipment and they will be prepared to begin on February 1, 2022. County Administrator Thomas also stated the trash collection is on a voluntary basis and is not mandatory by the County. Commissioner Brock made a motion authorizing the County Attorney to draft the intergovernmental agreement and submit to the City of Bainbridge for their approval. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

EXECUTIVE SESSION - PERSONNEL

Vice Chairman Brinson made the motion to enter into executive session to discuss personnel. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

After the executive session, the Commissioners assembled back in the board room. Vice Chairman Brinson made the motion to enter back into regular session. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens stated a board appointment was discussed in executive session. Commissioner Brock made the motion to appoint Jeremy Ryan to serve the remaining term of Greg Smith to the Bainbridge Decatur County Recreational Authority Board which will expire on December 31, 2023. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting.

ADJOURN

There being no further business, the meeting, on motion by Commissioner Davis, was duly adjourned. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

Approved: Pete Stephens
Chairman, Pete Stephens

Attest: Michelle B. West
County Clerk, Michelle B. West



MUTUAL AID AGREEMENT

BETWEEN

GADSDEN COUNTY FIRE SERVICE

AND

DECATUR COUNTY FIRE & RESCUE

THIS AGREEMENT, entered this the 5th day of October 2021, by and among those counties listed in this document and whose authorized governmental heads have affixed their signatures hereto.

WITNESSETH

WHEREAS, the county governments listed in this Agreement have respective responsibilities to provide for the protection of life and property of the citizens of Gadsden County, FL and Decatur County, GA; and

WHEREAS, all governments listed herein have a willingness to provide mutual assistance when needed;

NOW, THEREFORE, in consideration of the mutual benefit to be derived by all governments concerned, it is hereby agreed;

I. Scope of Services

A. During the term of this Agreement, the Parties agree to provide upon request such fire protection and suppression personnel and to make available such equipment or facilities as maybe needed for the suppression of fires or the duties and responsibilities associated with saving lives and property within the jurisdictional areas of the requesting department; provided that the personnel, equipment, or facilities requested are not otherwise required within the jurisdiction as determined by the Fire Chief or Fire Service Officer or his/her designated representative of the providing party. It is expressly understood and agreed by all Parties hereto that no providing Party shall be required to use any equipment, facilities, and/or personnel where such use would prevent or disrupt adequate protection of its own jurisdictional area. Requests for mutual aid made pursuant to this Agreement shall be made by and to the respective Fire Chiefs or Chief Fire Safety Officers or their designated representatives.

B. The Parties agree that a request will only be made when an emergency occurs in their jurisdiction that cannot be handled by the resources of that jurisdiction and is beyond the requesting party's capabilities.

C. The Parties agree (a) to maintain the workforce and equipment needed to sufficiently control fires or other emergencies common to the saving of lives and property which are most likely to

occur within their jurisdiction; (b) to maintain established procedures for the mitigation of emergencies.

II. Direction and Control

The requested fire service company(s) shall be under the direction and control of their own company officer or task force leader. The company will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The company officer or task force leader will report to the Command Post of the requesting department and make himself/herself and the company or task force for which they are responsible for service. The Incident Commander will assume direction and control of the unit and give that unit an assignment. The fact that the task at hand is inherently dangerous must always be considered.

III. Equipment and Resources

The condition of the equipment must be the sole responsibility of its owner. If the equipment is damaged or destroyed during the Incident, the financial responsibility is the owner's which may be recovered through insurance acquired by the owner or any other resource available to the owner. The requesting party will never be responsible for damage to equipment, injury to persons, or for the actions of the providing party.

IV. Terms of Agreement

The terms of this Agreement shall be for Ten (10) years; This Agreement will expire October 5, 2031, and be re-evaluated. Either Party shall have the right to terminate upon thirty (30) days written notice to the other Parties.

V. Compliance with All Applicable Laws

The Departments shall observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this Agreement.

VI. Liability

Each Responding Party hereby waives all claims against each requesting Party for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement. The Responding Party assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this Agreement.

VII. Insurance

Each Party shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property,

including but not limited to liability insurance, workers' compensation (if applicable), unemployment insurance, automobile liability, and property damage.

VIII. Conflict Resolution

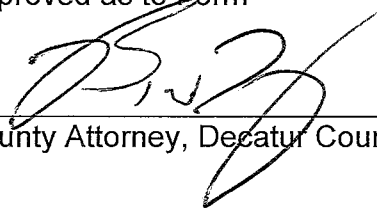
From time to time, personnel from one Party or another may have some concerns or questions regarding this Agreement or the working relationship of the parties. Should any such issues arise, they should be dealt with by the Parties chain of command to provide answers or resolution.

IV. No Reimbursement for Costs

No Party shall be required to reimburse any other Party for the cost of providing the services set forth in this Agreement for mutual aid services

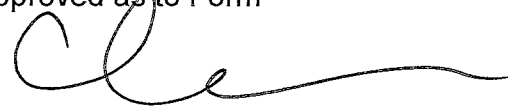
DONE this 9th day of November, 2021

Approved as to Form



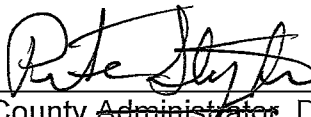
County Attorney, Decatur County, GA

Approved as to Form



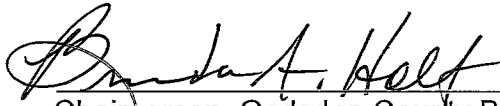
Clayton Knowles, County Attorney

Decatur County, GA



County Administrator, Decatur County
Chairman

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

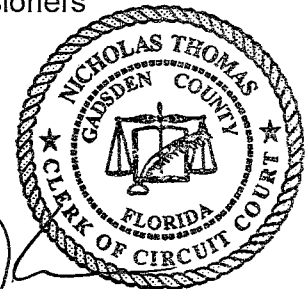


Chairperson, Gadsden County Board of County Commissioners

ATTEST:



Clerk of Circuit Court, Gadsden County



AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Pete Stephens, Chairman of the Decatur County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Decatur County Board of Commissioners met in a duly advertised meeting on November 9, 2021.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 9:20 a.m./p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2) and (insert the citation to the legal authority making the tax matter confidential) _____;

Discussion of the future purchase, disposal of or lease of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion of deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other _____ as provided in _____.

This 9th day of November, 2021.

Sworn to and subscribed
Before me this 9th day of
November, 2021.

Notary Public Michelle B. West

My commission expires:

Pete Stephens
Pete Stephens, Chairman
Decatur County Board of Commissioners

