

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION AGENDA – NOVEMBER 7, 2019  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
6:00 PM**

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**A. ROLL CALL**

**B. OPENING PRESENTATION**

Introducing New Dawson County Website- Public Relations Specialist Laura Fulcher

**C. INVOCATION**

**D. PLEDGE OF ALLEGIANCE**

**E. ANNOUNCEMENTS**

**F. APPROVAL OF MINUTES**

[Minutes](#) of the Work Session held on October 17, 2019

[Minutes](#) of the Voting Session held on October 17, 2019

**G. APPROVAL OF AGENDA**

**H. PUBLIC COMMENT**

**I. PUBLIC HEARING**

1. Special Event Business License Ordinance Revision (*1st of 1 hearing*)

**J. NEW BUSINESS**

1. Consideration of Request for Approval of FY 2020 State Public Defender Contract
2. Consideration of Memorandum of Understanding with Georgia Forestry Commission Concerning Cooperative Purchasing and Supplies
3. Consideration of Renewal of Automatic Aid Agreement with Cherokee County Fire Department
4. Consideration of Legal Services for Dawson County Constitutional Officers / Elected Officials / County Employees
5. Consideration of Board Appointment:
  - a. **Planning Commission (Alternate, District 4)**
    - i. Austin Harmon- *appointment* (November 2019 through December 2020)

**K. PUBLIC COMMENT**

**L. ADJOURNMENT**

*Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 706-344-3666, extension 44514. The county will make reasonable accommodations for those persons.*

**DAWSON COUNTY BOARD OF COMMISSIONERS  
WORK SESSION MINUTES – OCTOBER 17, 2019  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
4:00 PM**

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*Those present were Chairman Thurmond; Commissioner Fausett, District 1; Commissioner Gaines, District 2; Commissioner Satterfield, District 3; Commissioner Nix, District 4; County Manager Headley; Interim County Attorney Davis; County Clerk Cloud; and interested citizens of Dawson County.*

**NEW BUSINESS**

1. Presentation of Request for Approval of FY 2020 State Public Defender Contract- Public Defender Brad Morris

*This item will be placed on the November 7, 2019, Voting Session Agenda.*

In addition, Public Defender Brad Morris presented a Request to Use Surplus Funds to Cover Furlough Days for State Employees.

*This item will be added to the October 17, 2019, Voting Session Agenda.*

2. Presentation of Memorandum of Understanding with Georgia Forestry Commission Concerning Cooperative Purchasing and Supplies- Emergency Services Director Danny Thompson

*This item will be placed on the November 7, 2019, Voting Session Agenda.*

3. Presentation of Renewal of Automatic Aid Agreement with Cherokee County Fire Department- Emergency Services Director Danny Thompson

*This item will be placed on the November 7, 2019, Voting Session Agenda.*

4. Presentation of Legal Services for Dawson County Constitutional Officers / Elected Officials / County Employees- Purchasing Manager Melissa Hawk

*This item will be placed on the November 7, 2019, Voting Session Agenda.*

5. Presentation of Board Appointment:

**a. Planning Commission (Alternate, District 4)**

- i. Austin Harmon- *appointment* (November 2019 through December 2020)

*This item will be placed on the November 7, 2019, Voting Session Agenda.*

6. County Manager Report

*This item was for information only.*

7. County Attorney Report

*This item was for information only.*

**EXECUTIVE SESSION**

Motion passed 4-0 to enter into Executive Session to discuss real estate and litigation.  
Nix/Satterfield

APPROVE:

ATTEST:

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Billy Thurmond, Chairman

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Kristen Cloud, County Clerk

DRAFT



**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION MINUTES – OCTOBER 17, 2019  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
6:00 PM**

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**ROLL CALL:** Those present were Chairman Thurmond; Commissioner Fausett, District 1; Commissioner Gaines, District 2; Commissioner Satterfield, District 3; Commissioner Nix, District 4; County Manager Headley; Interim County Attorney Davis; County Clerk Cloud; and interested citizens of Dawson County.

**INVOCATION:** Chairman Thurmond

**PLEDGE OF ALLEGIANCE:** Chairman Thurmond

**ANNOUNCEMENTS:**

Chairman Thurmond announced that the next Board of Commissioners meeting would be held November 7, 2019.

**APPROVAL OF MINUTES:**

Motion passed 4-0 to approve the Minutes of the Work Session held on October 3, 2019. Satterfield/Nix

Motion passed 4-0 to approve the Minutes of the Voting Session held on October 3, 2019. Fausett/Gaines

**APPROVAL OF AGENDA:**

Motion passed 4-0 to approve the agenda with the following change:

- Addition of No. 6 under New Business:
  - Public Defender Request to Use Surplus Funds to Cover Furlough Days for State Employees

Nix/Fausett

**PUBLIC COMMENT:**

Attorney Ethan Underwood of Miles Hansford & Tallant in Cumming, Georgia, representing the applicant of ZA 19-14, thanked the board for giving the applicant another 30 days to work with neighbors to address concerns regarding the proposed Toto Creek Park Road boat storage facility. He said there were two people who spoke in opposition during the public hearing for ZA 19-14. Underwood said, “One of the neighbors we spent a good bit of time with after the meeting” and the issue of preserving “more of the rural appearance on Price Road” was raised. Underwood said the applicant is committed to doing that, “to limiting his grading there” and supplementing it with additional planters. He said the “adjoining property owner, Ms. Dills, is still not in support of the application, and we appreciate that. We understand that sometimes you don’t get everyone in favor of an application.” Understood requested the board consider that a significant portion of property is already zoned for boat storage. “It is going to be developed for a commercial use, and frankly there are very limited restrictions, if any, on the use in this CHB

(Commercial Highway Business) zoning,” he said. Underwood asked the board to consider “what is best for the area.” Based on a market study, Dawson County residents currently drive to different jurisdictions for boat and RV storage, according to Underwood. “They’d like to have that here in this area,” he added. He said the property’s current zoning has “very limited conditions, very few restrictions. This would clean up an outside zoning. It would provide a use for a piece of property that you have some predictability, the neighbors would have predictability. It would provide more protection in buffering and landscaping for Ms. Dills and it also would serve the people of Dawson County.” Underwood added that he thinks “we’ve done as much as we can. As I said, I’ve done zoning law for a long time. If we can get down to just a couple of people we think we’ve got a good project. We hope you all will support this...”

### **ZONINGS:**

Chairman Thurmond announced that if anyone had contributed more than \$250 to the commissioners or chairman in the past two years and wished to speak they would have to fill out a disclosure form, which would be made available to them. Under normal program, 10 minutes is given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

ZA 19-14 – Miles Hansford & Tallant LLC requests the rezoning of TMP L05-040, L05-041 and L05-097 from RSR (Residential Sub-Rural) and CHB (Commercial Highway Business) to CHB (Commercial Highway Business). (Tabled from the September 19, 2019, Voting Session Following a Public Hearing)

Motion passed 4-0 to deny ZA 19-14. Fausett/Nix

ZA 19-17 – Dawson County requests a zoning stipulations update of property located at TMP 106-055-001 through 174 from CPCD (Commercial Planned Community Development) to CPCD (Commercial Planned Community Development).

VR 19-13 – Dawson County requests a variance of the Land Use Resolution Article No. 404, Section C.1 (Commercial Planned Community Development, CPCD, with a residential component must be a minimum area of 20 contiguous acres); Article No. 404, C.5 (CPCD shall have a minimum of two distinct types of land use. A minimum of 50 percent of the project shall consist of either commercial, office, public, personal service, restaurant or similar use); Article No. 404, Section C.7.c (Residential units may be developed up to a maximum density of six units per acre up to a maximum of 100 units); and Article No. 404, Section 11.a (The amount of open space or natural space required shall be no less than 30 percent of the development) for TMP 106-055-001 through 174.

Planning & Development Director Jameson Kinley said the application submitted by Dawson County updates stipulations based on conversations with legal counsel, Riley Place residents and the original applicant of ZA 18-01. He said the application is accompanied by a variance request to the zoning file, per legal counsel recommendations. Kinley said the primary portion of the application updates the site plan. Kinley said the Planning Commission recommends approval of the application.

Interim County Attorney Davis said, “This came to the board by way of complaints about some issues that were going on out there and, in order to be responsive to those complaints and ensure that the original conditions that were imposed on the property were being enforced, then the county got involved, the board’s gotten involved. We have an agreement with the parties that

they will do some things that they weren't doing that the citizens wanted to be done." Davis read aloud proposed stipulations that she said would "apply to the property to make it clear what their obligations are under the historical zoning and to fix some of these enforcement issues that we've had on the property."

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application.

None spoke in favor of the application.

The following spoke against the application:

- Tom Camp, Dawsonville

Chairman Thurmond asked if there was anyone else present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion passed 4-0 to approve ZA 19-17 and the accompanying VR 19-13 with the following stipulations:

1. The project shall be developed to the standards set forth in the applicant / owner-provided letter of intent of ZA 18-01 and modified master designed site plan of Exhibit "A";
2. The size in square footage and physical appearance of the proposed clubhouse, pool and new townhomes shall be constructed as generally depicted in the applicant / owner-provided exterior elevations drawing of Exhibit "B";
3. All applicable stipulations from the original ZA 99-37 Tri-Vista zoning shall apply;
4. Any deviation of intent and / or plan design as set forth in this amendment shall be subject to review by the director of Planning & Development to include approval, denial or requiring further amendment to the CPCD (Commercial Planned Community Development) zoning;
5. { Intentionally left blank };
6. The applicant / owner shall finish the top of the roads within Riley Place upon completion of 75 percent of (150 of the 199) total townhomes approved for construction;
7. The applicant / owner shall post a road bond in an amount to be determined and shall be released upon completion of the roads within Riley Place being finished and topped to Dawson County Subdivision Standards;
8. { Intentionally left blank };
9. { Intentionally left blank };
10. Protective covenants shall be in place;
11. A minimum of 60 new off-street parking spaces shall be provided as shown in Exhibit "A";
12. Entrance landscaping of Riley Place shall be subject to approval by the Planning & Development department;
13. All stipulations of zoning shall be a part of any plats, plans or permits associated with this development;
14. Owner agrees to provide at least 40 percent masonry coverage for the front elevation of not less than 60 percent of the units in each residential building on the property;

15. Owner agrees that the exterior of all residential buildings on property shall be painted a neutral color such as beige, ivory, brown, tan, cream, etc.;
16. Owner shall construct a pool substantially in compliance with the construction drawings for the Riley Place amenity area attached hereto as Exhibit “B”; and
17. Neither the owner, nor any of its officers, employees or affiliates, shall post any signs, banners, flags, balloons or any other marketing materials referencing or in any way suggesting that units on the property are “For rent” or “For lease” or any synonymous phrase. Signage related to occupancy in townhouses on the property shall be limited to two signs, one at the subdivision entrance and one at the entrance to the amenity building, and shall be limited to the content shown in the attached Exhibit “C”.

Fausett/Satterfield

**PUBLIC HEARING:**

Proposed FY 2020 Budget (3rd of 3 hearings. 1st and 2nd hearings were held at 4 and 6 p.m., respectively, on October 3, 2019)

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to be heard on the FY 2020 Budget and, hearing none, closed the hearing.

Motion passed 4-0 to approve the Proposed FY 2020 Budget – all funds in the amount of \$45,402,720. Gaines/Fausett

**UNFINISHED BUSINESS:**

Proposed County Vape Shop Ordinance (Tabled from the September 19, 2019, Voting Session Following a Public Hearing)

Motion passed 4-0 to approve the Proposed County Vape Shop Ordinance. Satterfield/Gaines

**NEW BUSINESS:**

Consideration of Request to Use County Facility Parking Lots During Mountain Moonshine Festival

Motion passed 4-0 to approve the Request to Use County Facility Parking Lots During the Mountain Moonshine Festival. Nix/Fausett

Consideration of Intergovernmental Agreement Between Dawson County and Development Authority of Dawson County

Motion passed 4-0 to approve the Intergovernmental Agreement Between Dawson County and the Development Authority of Dawson County. Satterfield/Gaines

Consideration to Move Forward with a Public Hearing for Special Event Business License Ordinance Revision

Motion passed 4-0 to approve to Move Forward with a Public Hearing for a Special Event Business License Ordinance Revision. Fausett/Nix

Consideration of IFB #349-19 - Sale of Surplus Real Property Owned by Dawson County Board of Commissioners (Rebid)

Motion passed 4-0 to approve IFB #349-19 - Sale of Surplus Real Property Owned by Dawson County Board of Commissioners (Rebid); to accept the bids submitted and approve a Notice of Award to Robert Polatty and George Polatty in the amount of \$227,502 addressing the



requirement that 5 percent of the offer is to be remitted as a non-refundable cash deposit within two days of Notice of Award. The received funds shall be allocated as follows: \$100,000 for EnerGov software for the Planning & Development department and other county departments; \$75,000 for fire hydrants for Emergency Services; \$40,000 for air packs for Emergency Services; and the remaining funds, \$12,502, shall be placed in the General Fund's fund balance. Gaines/Satterfield

Consideration of Request for Additional Funds for Legal Fees

Motion passed 4-0 to approve the Request for Additional Funds for Legal Fees; \$150,000 will come from General Fund's fund balance. Satterfield/Fausett

Public Defender Request to Use Surplus Funds to Cover Furlough Days for State Employees

Motion passed 3-1 to approve the Public Defender Request to Use Surplus Funds to Cover Furlough Days for State Employees contingent on the request being for county funds; the board offers no objection if the request involves state funds, provided it is legal and acceptable to the state. Nix/Fausett- Commissioner Gaines opposed the motion

**PUBLIC COMMENT:**

None

Motion passed 4-0 to come out of Executive Session. Gaines/Satterfield

**ADJOURNMENT:**

APPROVE:

ATTEST:

\_\_\_\_\_  
Billy Thurmond, Chairman

\_\_\_\_\_  
Kristen Cloud, County Clerk



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 10/03/2019

Prepared By: Harmony Gee

Voting Session: 10/17/2019

Presenter: Jameson Kinley\_\_\_\_\_

Public Hearing: Yes No x

Agenda Item Title: Presentation of Special Event Business License Ordinance Revision

**Background Information:**

At present, any special event business license must appear before the Board of Commissioners on a yearly basis at the time of renewal.

**Current Information:**

At the request of the Board of Commissioners, an update to our ordinance has been drafted. If approved, this would allow for the application to be approved by the county manager or his or her designee, granted there are no major changes to the event.

Budget Information: Applicable: \_\_\_\_\_ Not Applicable:  Budgeted: Yes \_\_\_\_\_ No n/a

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

Date:

Finance Dept. Authorization: Vickie Neikirk

Date: 9/26/19

County Manager Authorization: DH

Date: 9/26/19

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

**Comments/Attachments:**

**AN ORDINANCE OF THE DAWSON COUNTY BOARD OF COMMISSIONERS TO PROVIDE LANGUAGE SO THAT REOCCURRING ANNUAL SPECIAL EVENTS NO LONGER HAVE TO COME BEFORE THE BEFORE THE BOARD OF COMISSIONERS FOR APPROVAL; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations;

**WHEREAS**, the Board of Commissioners of Dawson County has determined that it is in the public interest to allow the County Manager or designee to grant Special Event Business Licenses to reoccurring annual events; and

**WHEREAS**, the Dawson County Board of Commissioners has determined to adopt an ordinance regulating these matters;

**NOW THEREFORE BE IT ORDAINED** by the Board of Commissioners of Dawson County, Georgia, as follows:

**SECTION 1.**

Chapter 30, of the Code of Dawson County, Georgia is amended as follows:

1. Article II, Section 109 (m) is added with the following text:
  - m. “The County Manager or his or her designee may consider applications for reoccurring annual events that have previously been subjected to the above requirements in this section and received approval by the board of commissioners, provided that in order to qualify for consideration under this section, there can be no material change to the application or expansion of the impact of the event from what was initially approved by the board of commissioners, as determined in the sole good faith discretion of the County Manager or his or her designee. Any decision of the County Manager or his or her designee may be appealed to the board of commissioners as set forth in Section 30-117 of this article.”

**SECTION 2.**

If any section, provision or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application

of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

**SECTION 3.**

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 4.**

This Ordinance shall become effective upon adoption, the public good demanding the same.

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**Dawson County Board of Commissioners**

\_\_\_\_\_  
Billy Thurmond, Chairman

\_\_\_\_\_  
Sharon Fausett, Member

\_\_\_\_\_  
Chris Gaines, Member

\_\_\_\_\_  
Tim Satterfield, Member

\_\_\_\_\_  
Julie Hughes Nix, Member

Attest:

By: \_\_\_\_\_  
Kristen Cloud, County Clerk

[COUNTY SEAL]



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 10/17/19

Prepared By: ISABEL CHAVEZ

Voting Session: 11/7/19

Presenter: BRAD MORRIS, PUBLIC DEFENDER

Public Hearing: Yes  No

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2020 STATE PUBLIC DEFENDER CONTRACT

**Background Information:**

Dawson County has contracted with the GPDC since the Public Defender System's inception (our office started operating in January 2005) for the GPDC to employ one attorney and one administrative assistant as state employees via a contract. The contract covers the two employees' salaries and cost of employment as set forth in Attachment B to the state contract, and a 5% management fee.

**Current Information:**

The expense required to fund this contract has been requested and approved in the 2020 budget. The contract renews the agreement between Dawson County and the Georgia Public Defender Council ("GPDC") for the new fiscal and calendar year 2020.

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	2800	571001-000	\$187,311.00	\$187,311.00	\$187,311.00	0

Recommendation/Motion: Move to approve the 2020 Contract with the GPDC.

Department Head Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Finance Dept. Authorization: Vickie Neikirk

Date: 10/9/19

County Manager Authorization: DH

Date: 10/9/19

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

**Comments/Attachments:**

Attachment - INDIGENT DEFENSE SERVICES AGREEMENT BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE NORTHEASTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITY OF DAWSON COUNTY (CY 2020)

**INDIGENT DEFENSE SERVICES AGREEMENT  
BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE  
NORTHEASTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITY OF  
DAWSON COUNTY**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between the Circuit Public Defender Office of the Northeastern Judicial Circuit (herein referred to as “the Public Defender Office”) and the governing authority of Dawson County, a body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective January 1, 2020.

**WITNESSETH:**

**WHEREAS**, the Public Defender Office and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

**WHEREAS**, O.C.G.A. § 17-12-23 (d) provides as follows:

A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

**WHEREAS**, O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

**WHEREAS**, O.C.G.A. § 17-12-26 (c) (4) provides as follows:

Neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds; provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses which may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section; and

**WHEREAS**, O.C.G.A. § 17-12-30 (c) (6) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

**WHEREAS**, O.C.G.A. § 17-12-31 provides in subsections (a) and (b) the following:

- (a) The circuit public defender in each judicial circuit may employ additional assistant circuit public defenders, deputy circuit public defenders, or other attorneys, investigators, paraprofessionals, clerical assistants, and other employees or independent contractors as may be provided for by local law or as may be authorized by the governing authority of the county or counties comprising the judicial circuit. The circuit public defender shall define the duties and fix the title of any attorney or other employee of the office of the circuit public defender.
- (b) Personnel employed by the circuit public defender pursuant to this Code section shall serve at the pleasure of the circuit public defender and shall be compensated by the county or counties comprising the judicial circuit, the manner and amount of compensation to be paid to be fixed either by local Act or by the circuit public defender with the approval of the county or counties comprising the judicial circuit.

**WHEREAS**, O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

**WHEREAS**, O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

**WHEREAS**, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

**WHEREAS**, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

**WHEREAS**, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided,

independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment and provision for additional personnel by the County;
- (3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

## **ARTICLE 1**

### **STATUTORY PERSONNEL**

**Section 1.01 Statutory Staffing.** The Public Defender Office agrees to provide for the Northeastern Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

**Section 1.02 Statutory Services.** The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Cases prosecuted in the Superior Court of Dawson County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Dawson County on a revocation of probation;
- (3) Cases prosecuted in the Juvenile Court of Dawson County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.



**Section 1.03 Conflicts.** The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

## ARTICLE 2

### ADDITIONAL PERSONNEL AND SERVICES

**Section 2.01 Additional personnel and services.** The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms of Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid in Attachment A includes a nonrefundable 5% administrative services fee. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Northeastern Judicial Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

**Section 2.02 Provision of additional county employees.** The County agrees to pay for 50% of the personnel cost for two of the Hall County employees listed in Attachment B. The County agrees to the payment terms as enumerated in a separate intergovernmental agreement between Hall County and Dawson County. These employees are to remain employees of the Hall County. The County is the employer for these employees for all purposes, including, without limitation, compensation and employee benefits, but the employees are under the supervision of the circuit public defender. The circuit public defender shall define the duties and fix the title of these employees and the employees serve at the pleasure of the circuit public defender subject to any applicable County personnel policies. In the event that an employee listed in Attachment B leaves the employment of the County for any reason, whether voluntarily or involuntarily, the Public Defender Office is authorized to employ a person to replace the departed employee under the same terms and conditions as the departed employee (including salary) was employed, subject to the approval of the County, which approval shall not be unreasonably withheld. Attachment B is incorporated into this agreement by reference.

## ARTICLE 3

### PROVISION BY THE COUNTY OF ITS PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

**Section 3.01 Office expenses.** The County agrees to pay its pro rata share of the operating expenditures for appropriate offices, utilities, telephone expenses, materials, and supplies to equip,

maintain, and furnish the office or offices of the Public Defender Office. Pro rata shall be the percentage obtained by using the population of the County by the U.S. decennial census of 2010 count as the numerator and the total population of the counties in the Northeastern Judicial Circuit from the same census population as the denominator.

#### ARTICLE 4

#### TRAVEL AND REIMBURSEMENT OF EXPENSES

**Section 4.01 Travel and expense reimbursement.** The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

#### ARTICLE 5

#### SALARY SUPPLEMENTS

**Section 5.01 Salary supplements.** The County agrees to supplement the salaries of the state employees of the Public Defender Office listed in Attachment C in the amount indicated in Attachment C. The salary supplement for these state employees is paid directly to the employee by the County and all payroll taxes and benefits associated with the salary supplement are paid by the County. The parties to this agreement agree that a state employee who receives a salary supplement pursuant to this Section is a state employee and is under the supervision of the circuit public defender and not of the county and that a state employee who receives a salary supplement pursuant to this Section is not a county employee. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

#### ARTICLE 6

#### MISCELLANEOUS

**Section 6.01 Term.** The term of this agreement is 1 year beginning January 1, 2020 and ending December 31, 2020.

**Section 6.02 Maintenance of effort.** The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (calendar year 2018) for indigent defense and as part of this support the county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

**Section 6.03 Severability.** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as “part”) of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

**Section 6.04 Cooperation, dispute resolution and jurisdiction. (a)** The Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

**(b)** Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

**(c)** This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

**Section 6.05 Notice.** A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of Northeastern  
Judicial Circuit:

H. Bradford Morris, Jr., Circuit Public Defender  
P.O. Box 390  
Gainesville, GA 30503

Governing Authority of Dawson County:

Billy Thurmond, Chairman  
Dawson County Board of Commissioners  
25 Justice Way, 2<sup>nd</sup> Floor  
Dawsonville, GA 30534

Georgia Public Defender Council  
Jimmonique Rodgers, Interim Director  
104 Marietta Street, Suite 400  
Atlanta, GA 30303

**Section 6.06 Agreement modification.** This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this

agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 6.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

**Section 6.07 Termination. (a) Due to non-availability of funds.** In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person named in Section 6.05 by the County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing on the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 6.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 6.06.

**(b) For cause.** This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 6.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

**(c) For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

**(d) Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 6.08 (a).

**Section 6.08 Cooperation in transition of services. (a) During or at the end of the agreement.**

The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5<sup>th</sup> day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

**(b) Statutory responsibility continuation.** The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

**Section 6.09 Advance of Funds.** The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

**Section 6.10 Rollover of Funds.** The County acknowledges that state agencies have a fiscal year from July 1 to June 30. The County agrees to authorize the Georgia Public Defender Council to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

**Section 6.10 Time.** Time is of the essence.

**IN WITNESS WHEREOF**, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

**Dawson County**

\_\_\_\_\_ BY: \_\_\_\_\_

Signature  
Chairman  
Dawson County Board of Commissioners

ATTEST:

**Circuit Public Defender**

\_\_\_\_\_ BY: \_\_\_\_\_  
Signature  
Circuit Public Defender

ATTEST:

Consented to:

**Georgia Public Defender Council**

\_\_\_\_\_ BY: \_\_\_\_\_  
Signature  
Director

**Northeastern Judicial Circuit**  
**ATTACHMENT A – Personnel Expenditures**  
**Dawson County**

**January 1, 2020 – December 31, 2020**

The County agrees to pay the Public Defender Office **\$187,311.00** in 12 monthly installments of **\$15,609.25**. Installments are due to the Georgia Public Defender Standards Council (GPDSC) on the 15<sup>th</sup> of the preceding month beginning on December 15, 2019. Invoices will be sent to the following address:

Dawson County Board of Commissioners  
Attn: Vickie Neikirk, Chief Financial Officer  
25 Justice Way, Suite 2214  
Dawsonville, Georgia 30534

Installments will be paid directly to GPDSC at the following address:

GPDSC  
Attn: Jason Ring  
104 Marietta Street  
Suite 400  
Atlanta, GA 30303

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants.

**NORTHEASTERN CIRCUIT PUBLIC DEFENDER OFFICE**

**ATTACHMENT B**

**PROPOSED BUDGET: Calendar Year 2020**

Name	Title	Salary	FICA	Retirement	Health Insurance	Unemployment	Amount
			7.65%	24.66%	30.454%	\$31 each	
Hoffer, William David	PS: Legal Officer (SP)	\$ 79,835.28	\$ 6,107.40	\$ 19,687.38	\$ 24,313.04	\$ 31.00	\$ 129,974.10
Luviano, Brenda	TS: Office Admin Generlist (WL)	\$ 27,861.84	\$ 2,131.43	\$ 6,870.73	\$ 8,485.04	\$ 31.00	\$ 45,380.05
<b>Total</b>		\$ 107,697.12	\$ 8,238.83	\$ 26,558.11	\$ 32,798.08	\$ 62.00	\$ 175,354.14

	<b>Current</b>
<b>Personnel</b>	\$ 178,391.12
<b>Adm Fee (5%)</b>	\$ 8,919.56
<b>Total</b>	<b>\$ 187,310.68</b>



**NORTHEASTERN CIRCUIT PUBLIC DEFENDER OFFICE**

**PROPOSED BUDGET: Calendar Year 2020**

Name	Title	Current Salary	2% Increase	Revised Salary	FICA	Retirement	Health Insurance	Unemployment	Amount
					7.65%	24.66%	29.454%	\$31 each	
Hoffer, William David	PS: Legal Officer (SP)	\$ 79,835.28	\$ 1,596.71	\$ <b>81,431.99</b>	\$ 6,229.55	\$ 20,081.13	\$ 23,984.98	\$ 31.00	\$ 131,758.64
Luviano, Brenda	TS: Office Admin Generlist (WL)	\$ 27,861.84	\$ 557.24	\$ <b>28,419.08</b>	\$ 2,174.06	\$ 7,008.14	\$ 8,370.55	\$ 31.00	\$ 46,002.84
<b>Total</b>		\$ 107,697.12	\$ 2,153.94	\$ <b>109,851.06</b>	\$ 8,403.61	\$ 27,089.27	\$ 32,355.53	\$ 62.00	\$ 177,761.47

	Current	Proposed	Difference
<b>Personnel</b>	\$ 178,391.12	\$ 177,761.47	\$ 629.65
<b>Adm Fee (5%)</b>	\$ 8,919.56	\$ 8,888.07	\$ 31.48
<b>Total</b>	<b>\$ 187,310.68</b>	<b>\$ 186,649.55</b>	<b>\$ 661.13</b>

# Northeastern Judicial Circuit

## Dawson County

### Attachment C

#### **SALARY SUPPLEMENTS**

January 1, 2020 – December 31, 2020

The County agrees to pay the Public Defender Office \$45,890.00 for the staff members of the Public Defender Office. The salary supplement is paid directly to the employee by the County and all payroll taxes and benefits associated with the salary supplement are paid by the County. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

**INTERGOVERNMENTAL AGREEMENT  
PUBLIC DEFENDER SERVICES**

This Intergovernmental Agreement is hereby made and entered into by and between the Board of Commissioners of Dawson County, the governing authority of Dawson County, and the Board of Commissioners of Hall County, the governing authority of Hall County, as follows:

WHEREAS, Hall County and Dawson County comprise the Northeastern Judicial Circuit; and

WHEREAS, Dawson County has agreed to pay 50% of the personnel costs for an Assistant Public Defender I and an Investigator listed within "Attachment A" of a certain agreement between Dawson County and the circuit public defender office of the Northeastern Judicial Circuit, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, the parties hereto hereby agree that Dawson County shall pay to Hall County the sum of \$83,563.42 in four (4) equal quarterly installments of \$20,890.85 beginning March 31, 2020 (for the 1<sup>st</sup> quarter of 2020) and continuing through the end of each quarter of 2020 until one-half of the personnel costs for an Assistant Public Defender I and an Investigator are paid.

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

DAWSON COUNTY, GEORGIA

ATTEST:

BY: \_\_\_\_\_  
Billy Thurmond, Chairman  
Dawson County Board of Commissioners

\_\_\_\_\_  
Kristen Cloud, County Clerk

HALL COUNTY, GEORGIA

ATTEST:

BY: \_\_\_\_\_  
Richard Higgins, Chairman  
Hall County Board of Commissioners

\_\_\_\_\_  
Lisa Ritchie, County Clerk

ATTACHMENT A TO INTERGOVERNMENTAL AGREEMENT  
 BETWEEN  
 HALL AND DAWSON COUNTIES

	Salaries	Health Ins.	Life Ins.	Retirement	FICA	Workers Comp.	TOTAL
<b>Assist. Public Defender I</b>	\$ 70,383.72	\$ 13,764.39	\$ 190.91	\$ 4,170.61	\$ 5,264.88	\$ 722.63	\$ 94,497.14
<b>Investigator</b>	\$ 54,034.55	\$ 10,614.46	\$ 147.22	\$ 3,216.18	\$ 4,060.03	\$ 557.26	\$ 72,629.70
<b>TOTAL</b>							<b>\$ 167,126.84</b>
<b>HALF COST FOR DAWSON</b>							<b>\$ 83,563.42</b>

4 quarterly installments :

\$ 20,890.85



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **10.17.19**

Prepared By: **Danny Thompson**

Voting Session: **11.07.19**

Presenter: **Danny Thompson**

Public Hearing: Yes \_\_\_\_\_ No **X**

Agenda Item Title: **MOU Georgia Forestry**

Background Information:

Dawson County Fire & Emergency Services and the Georgia Forestry Commission have enjoyed a successful partnership for many years. The previous MOU was signed in 2016 by both agencies. Dawson County has enjoyed the success of purchasing and operating Georgia Forestry equipment and trucks, at a reduced cost over the years. Subsequently, this agreement addresses responses to urban-wildland interface fires located inside Dawson County.

Current Information:

This is to renew the previous agreement from 2016. This new agreement will be for 3 years and will need to be renewed again in 2022.

Budget Information: Applicable: \_\_\_\_\_ Not Applicable: **X** Budgeted: Yes \_\_\_\_\_ No **X**

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: **Approve agenda item**

Department Head Authorization: **DT**

Date: 10.3.19\_\_\_\_\_

Finance Dept. Authorization: **Vickie Neikirk**

Date: **10/9/19**

County Manager Authorization: **DH**\_\_\_\_\_

Date: **10/9/19**

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Comments/Attachments:

**Instructions for Completing  
Rural Fire Defense (RFD) Agreement and Memorandum of Understanding (MOU) including Addendum  
Georgia Forestry Commission (GFC) and Fire Departments in Georgia**

1. This RFD Agreement and MOU is necessary for each Fire Department that has loaned or leased equipment from the GFC.
2. Only one Agreement/MOU is needed for each Fire Department. If the County/City/Municipal Fire Department is organized with multiple "stations" under its organizational structure only one Agreement is necessary. However, if multiple Fire Departments are organized within the County/City/Municipality then a separate Agreement for each must be completed where state and federal excess property exist.
3. Firefighter Property (FFP) vehicles, equipment and/ or other apparatus should **not** be included on this Agreement. Those items are covered under a separate and different agreement.
4. All information **MUST be TYPED in the spaces** provided on the Agreement (next pages.) **Please DO NOT hand write information.**
5. The 2019 Agreement and MOU can be found and accessed on the GFC On-line Forms Library under Protection. Any and all previous versions are NOT applicable, only use the 07/2019 Agreement and MOU. See bottom of each page to ensure the correct Agreement is being used.
6. Once open, the form can be Saved As by the Fire Department Name. Once saved, the required information can be entered in the spaces provided.
7. Once all information is entered, the form can be printed and is ready for signatures.
8. ALL Signatures are required.
9. The Chief Ranger (or designee) for the County Unit is responsible for entering the required information within the Agreement and within the **ADDENDUM**, showing the GFC equipment that covers each County AND the vehicles, equipment and other apparatus the GFC provides to the fire department.
10. If the GFC is providing vehicles, equipment and/or other apparatus to the fire departments the **ADDENDUM** must be completed.
11. Do **NOT** use Radio Call Signs/Identifiers on the **ADDENDUM**. Need GFC #, AG #, Make, Model, Type, etc. (engine, tractor/plow, pick up, pump, ## gallon tank, etc. ...) For ALL Federal Excess Personal Property (FEPP) the AG# must also appear on the **ADDENDUM**. (Remember NOT FFP)
12. **All vehicles, equipment and/or other apparatus must appear on the GFC asset property inventory.** (Not FFP) If any do not appear on asset property inventory for the County, the Chief Ranger should initiate required steps within the A-41 system to get them added as soon as possible.
13. Once ALL signatures are obtained at the County level, the completed form should be sent to the appropriate GFC Area Office/AFMO which provides management oversight for the County Unit.
14. Area management should review to ensure the Agreement and MOU is completed accurately and ALL signatures are included.
15. Area management should collect all Agreements and MOU's for their assigned County Units and submit them to **Frank Sorrells, Chief of Forest Protection, collectively and all at one time for the Area. DO NOT SEND DIRECTLY TO THE DIRECTOR'S OFFICE.**
16. In the cases, where Counties require multiple reviews and approval steps/processes that may or will delay submission of the completed Agreement and MOU it is permissible to submit those individually once received from the County Unit.
17. The deadline to submit the completed Agreements and MOU's to Forest Protection is **Friday, November 8th, 2019. DO NOT SEND DIRECTLY TO THE DIRECTOR'S OFFICE.**
18. Forest Protection will provide all completed Agreements and MOU's to the GFC Director's Office for signature.
19. Once all signatures are obtained, the Agreement and MOU will be posted on the Forest Protection Intranet page under RFD <https://intranet.gfc.state.ga.us/RFDFireProgram/RFDAgreements/Index.cfm>.
20. The Agreement and MOU can be printed from there and a copy provided to the Fire Department.
21. In the cases where a specific County requires a copy with original signatures please make a note and attach it to the Agreement and MOU when submitting to the Forest Protection Department. An original signature copy will be returned to the County Unit to be delivered to the appropriate local official.

**RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT  
AND  
MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT made and entered into this 2 day of October, 2019, by and between the GEORGIA FORESTRY COMMISSION, an agency of the State of Georgia, hereinafter referred to as "COMMISSION," and the Dawson County Fire Department, hereinafter referred to as "COOPERATOR."

Because of the intermingling of structures and wildland fuels in areas of Dawson County, Georgia the objectives of the two above-mentioned organizations are inseparable, to minimize the loss of life and property as a result of uncontrolled fire. The purposes of this document are:

1. Provide for closest possible cooperation on mutual objectives.
2. To clarify the purpose and responsibilities of each organization.

**WITNESSETH:**

***WHEREAS***, it is of vital importance to the State of Georgia to protect and develop its forest land resources; and ***WHEREAS***, such protection and development requires the suppression of uncontrolled fires, both within and without corporate limits; and

***WHEREAS***, the COMMISSION is charged by State law with providing a means of forest fire defense in all forest and rural areas; and

***WHEREAS***, the COOPERATOR is desirous of aiding the COMMISSION and itself in a coordinated fire program:

***NOW THEREFORE***, for and in consideration of the mutual benefits to each party as hereinafter appear below, both parties agree as follows:

Upon request from the COOPERATOR, the COMMISSION agrees to:

- a) Loan to the COOPERATOR, of equipment in so much as available through its Rural Fire Defense Program and described in the attached ADDENDUM.
- b) Provide the COOPERATOR a reimbursable cost estimate, if applicable to this agreement and of the equipment requested, if within the capabilities of the COMMISSION.
- c) Make available to the COOPERATOR, through reimbursable cost transactions, supplies necessary to assemble and construct fire suppression vehicles.

The COOPERATOR agrees:

- a) To reimburse the COMMISSION for costs involved in the transfer, construction, rigging and conversion of loaned equipment and/or supplies provided that are necessary to assemble and construct fire suppression vehicles, which sum shall not be refundable to the COOPERATOR. Any reimbursable cost will be billed to the COOPERATOR using the COMMISSION's invoicing procedures.
- b) To operate said equipment at no cost to the COMMISSION nor to the State of Georgia.
- c) To make said equipment available for inspection by the COMMISSION at any time.
- d) The COOPERATOR shall maintain either liability insurance or self-insured statuses covering all chassis on loan from the COMMISSION and provide supporting documentation for the duration of the agreement.

The PARTIES mutually agree:

- a) Title to all the equipment listed on the ADDENDUM shall remain in the possession of the COMMISSION.
- b) The equipment listed on the ADDENDUM, which is State of Georgia or Federal Excess property, may not be sold, junked or traded, but must be returned to the COMMISSION for final disposition. The COMMISSION may seek reimbursement from the COOPERATOR for any federal or state excess property that is not returned for proper disposal.
- c) When any equipment is returned to the COMMISSION upon termination of this agreement, or for other purposes, such equipment shall have at least the same component parts as it had when the COOPERATOR received the equipment.

- d) Title to all accessories, tools, etc. added by the COOPERATOR shall remain with the COOPERATOR and may be removed prior to returning the equipment.
- e) All loaned equipment is limited to wildland fire use and the use in the public's best interest under unusual or emergency conditions. Other uses of loaned equipment will be considered misuse of equipment and could result in the COMMISSION causing termination of the agreement.
- f) A decal, furnished by the COMMISSION, shall be affixed to the major pieces of equipment listed on the ADDENDUM in a prominent and proper location visible to the public indicating that it is a "fire unit" being operated by the COOPERATOR.
- g) Any employee of the COOPERATOR or other person enlisted by the COOPERATOR to staff and/or operate said equipment shall not be considered an employee of the COMMISSION for any purpose. The COOPERATOR shall have the responsibility for any Worker's Compensation Claim instituted by any person manning said equipment at the request of the COOPERATOR.
- h) The COOPERATOR agrees to hold harmless and relieves the COMMISSION of any accident, injury, and death occurring in the use of or operation of both loaned or reimbursed equipment and vehicle.

**Operational Procedures**

- 1. Dispatching:
  - a) The COMMISSION will dispatch a crew to any known forest/brush/grass/etc. fire, or to any fires of unknown nature. The COMMISSION will cooperate with the county emergency dispatch structure by responding to wildland fires as dispatched.
  - b) The COOPERATOR will dispatch a crew to any known structure fire, wildland fire, or to any fire of unknown nature.
- 2. Communications:  
Upon arrival at the scene:
  - a) The COMMISSION will provide command and control for wildland fire suppression and will coordinate with the COOPERATOR for protection of life and property threatened by a wildland fire.
  - b) The COMMISSION will immediately advise the COOPERATOR of any burning or threatened structure within the area.
  - c) The COOPERATOR will provide command and control for structural fire suppression and will cooperate with the COMMISSION for protection of life and property threatened by structural fires. The COOPERATOR will immediately advise the COMMISSION of any burning or threatened natural cover fuels within the area and request and/or provide assistance as needed.
  - d) This agreement in no way restricts either agency from taking action in an emergency situation to save lives and property regardless of the nature of a fire, either wildland or structural.
- 3. Mutual Assistance:
  - a) When both agencies are at the same fire, overall command and control of the incident shall lie with the agency concerned most directly with what is burning.
  - b) If both woods and structures are on fire simultaneously, each agency shall endeavor to initiate unified command and provide support to each other to ensure shared resources are used effectively, public and firefighter safety, and efficient incident stability.
  - c) All fire organizations involved should endeavor to accomplish wildland fire certifications and provide wildland fire personal protective equipment for firefighters who are subject to respond to wildland fires.
  - d) Only the COMMISSION can authorize the use of backfires.
  - e) The intended use of COMMISSION personnel and equipment is to provide protection/suppression relative only to wildland fires; I.E. Grass, forested lands, brush and trees. COMMISSION personnel are not trained, nor do they possess sufficient personal protective equipment to allow them to function in environments other than those listed above.
- 4. Training:
  - a) Each agency agrees to attend/participate/assist/etc. in the other agency's training program.
  - b) The authority having jurisdiction shall be responsible to ensure that all persons participating in training and wildland or structural fire suppression activities meet established qualifications and are properly equipped



with the required personal protective equipment to safely perform tasks at the individuals assigned level of responsibility.

5. Other:

Each agency mutually agrees to provide support of fire prevention programs which will increase the public awareness of the hazards and destruction of fire and serve to make the objectives of this memorandum possible.

AGREEMENT

This agreement shall not supersede any prior agreement between the parties for the coordinated protection of uncontrolled fire on any forest lands with the State of Georgia.

This agreement shall be effective from the date first appearing on page one (1) and shall continue in force from year to year, not to exceed 3 years, unless terminated by either party by thirty (30) days written notice to the other. Updates to this agreement require written approval of each party.

*The Georgia Forestry Commission and its sub-contractors are Equal Opportunity Employers and Service Providers and subject to all provisions of section 601 of the Civil Rights Act of 1964 and therefore prohibit discrimination in all programs and services on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.*

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

Georgia Forestry Commission

Dawson County Fire Department

\_\_\_\_\_  
Signature: State Forester/Director

\_\_\_\_\_  
Signature: Government Entity/Title  
(Person legally authorized to enter into agreement for COOPERATOR)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Georgia Forestry Commission

Dawson County Fire Department

Joseph Wesley Gish  
Signature: Chief Forest Ranger

\_\_\_\_\_  
Signature: Fire Department Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**See next page(s) for ADDENDUM to this Agreement**

**ADDENDUM**

**TO THE RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE GEORGIA FORESTRY COMMISSION AND  
Dawson County FIRE DEPARTMENT**

<b>GEORGIA FORESTRY COMMISSION</b>		
<b>AREA COVERED</b>	The County of <u>Dawson</u> ; primarily all lands within the county, private and public, county and state owned and federal lands not under specific agreement. COMMISSION resources assigned to a county are also responsible for all lands within the State of Georgia upon request by the Chief of Forest Protection or his designee.	
<b>RESOURCES:</b>	<b>Equipment:</b> (List # Tractor/Plow Suppression Units, Type 6 Engine(s), Type 7 Engines(s), Other Suppression Equipment ( <b>not radio call signs</b> ). Provide Make, Model, Year and GFC#)	<b>Wildland Fire Suppression Positions:</b> (List by title; (example: Chief Ranger, # of Ranger 1, Supplemental FF, Forester who are available for fire suppression activities this county)
	Tractor - JD 550 , 2008, GFC # (3156)	Chief Ranger - Wesley Sisk
	Tractor - JD 450 , 2006, GFC # (1123)	Ranger - Tommy Adams
	Type 6 Engine -Ford F 550 , 2011 GfC#2248	Ranger - Chase Smith
	Type 7 Engine -Ford F 550 , 2009 GfC#2129	

*All forest fire protection work shall be under the direction and supervision of the State COMMISSION, through the Director of said Commission, subject to the provisions of the Forest Fire Act and the laws of the State, now or hereafter enacted, relative to forestry and forest fire prevention and suppression. The Commission shall have power to make and enforce all rules and regulations necessary for the administration of forest fire protection. (Ga. Laws 1949, pp. 937, 938; Ga. Code 1981, Sec. 12-6-83.)*

<b>FIRE DEPARTMENT/COOPERATOR</b>			
<b>AREA COVERED</b>	Fire Department/Cooperator will provide a map of the primary responsibility area(s) to the COMMISSION's County Unit that is responsible for the area.		
<b>INFORMATION</b>	<b>Equipment:</b> (List each vehicle, pump, tank, piece of equipment, supplies, etc.... <b>owned and/or loaned by the GFC to the Fire Department.</b> Includes State and Federal Excess Property that appears on GFC asset property inventory—( <b>not Fire Fighter Property or supplies reimbursed by the COOPERATOR to the COMMISSION</b> ). Provide make, tank size, model, pump engine size, GPM of pump, and GFC# of each.	<b>Personnel:</b> (Total number of fire department personnel, <u>does not require personnel names</u> )	
<b>Description</b>	<b>GFC Property #</b>	<b>AG #</b> (if Federal Property)	
Pump	<del>46480</del>		# of Paid Personnel:
Pump	57406		
Tank	65587		# of Volunteer Personnel:
Pump	57409		
Truck	4201187		# of Wildland Fire Qualified Personnel (both paid and volunteer):
Truck	4209010		

*Continue on next page, as needed, to include all FEPP and State owned property loaned or leased to the Fire Department*



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **10/17/19**

Prepared By: **Danny Thompson**

Voting Session: **11/07/19**

Presenter: **Danny Thompson**

Public Hearing: Yes \_\_\_\_\_ No **X**

Agenda Item Title: **Automatic Aid Agreement Cherokee Fire**

Background Information:

Dawson and Cherokee counties entered into an automatic aid agreement to support and benefit both communities in the event of a structure fire. Both areas identified in the agreement have rural fire protection for both counties. This agreement aids Dawson County specifically related to ISO coverage of this area. Cherokee County Fire Station 15 is the closest staffed station to areas of Dawson County residents.

Current Information:

The attached agreement was mutually agreed upon on January 15, 2015. It is set to expire, and it is important to renew this agreement. Two changes have been made: in paragraph 4, it outlines what each county will dispatch. Both chiefs have agreed that an engine and chief officer will respond to request. Next, the agreement will auto renew unless written notice is provided in advance of 30 days.

Budget Information: Applicable: \_\_\_\_\_ Not Applicable: **X** Budgeted: Yes \_\_\_\_\_ No **X**

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: **Approve agenda item**

Department Head Authorization: **DT**

Date: **10.3.19**

Finance Dept. Authorization: **Vickie Neikirk**

Date: **10/9/19**

County Manager Authorization: **DH** \_\_\_\_\_

Date: **10/9/19**

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Comments/Attachments:

**AUTOMATIC AID AGREEMENT**

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This Automatic Aid Agreement is made and entered into by and between Dawson County, Georgia, by and through the Board of Commissioners of Dawson County, and Cherokee County, Georgia, by and through the Board of Commissioners of Cherokee County, with said entities being collectively referred to as “the Parties”.

W I T N E S S E T H

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution authorizes counties to provide fire protection and emergency rescue services; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution authorizes intergovernmental agreements for the provision of services; and

WHEREAS, O.C.G.A § 36-69-1, et seq., authorizes counties to enter into automatic aid agreements to cooperate with and render assistance extraterritorially to another county; and

WHEREAS, each party hereto maintains equipment and retains personnel trained to control fire and to provide fire prevention, emergency medical service, hazardous materials control, and/or other emergency support; and

WHEREAS, the facilities of each party are located in such a manner as to enable each party to render automatic assistance to the other.

NOW, THEREFORE, the Parties hereto agree as follows:

**I. Automatic Aid**

1. The Parties shall exchange fire and emergency services consisting of fire suppression, prevention, and rescue services necessary to cope with the emergency as part of the first response assignment to insure that all residential property in each jurisdiction is located within five (5) road miles of a fire station of either jurisdiction subject to the limitations set forth herein.
2. Per established standard operations procedures each county's E-911 center should make the request for aid as soon as possible and in the most direct manner possible.
3. The assisting agency requested to render assistance to confront an emergency will furnish the fire and emergency services set forth herein if such action will not unreasonably

diminish the assisting agency's capacity to provide fire and emergency services within the assisting agency's jurisdiction. If assistance is not available, then the requesting agency will be so notified.

4. The County of Dawson shall have one (1) Engine and one (1) Chief Officer automatically dispatched to all structure fires and structure fire alarms in the Automatic Aid area of Cherokee County, and every such engine shall be designated in the Dawson County E-911 center engine run list. The County of Cherokee shall have one (1) Engine and one (1) Chief Officer automatically dispatched to all structure fires and structure fire alarms in the Automatic Aid area of Dawson County, and every such engine shall be designated in the Cherokee County E-911 engine run list. The authorized representative of the assisting agency may request information from the authorized representative of the requesting agency to confirm the emergency and to assess the need for any additional resources.
5. Each party shall designate its authorized representative within its jurisdiction.
6. In any emergency where assistance has been requested pursuant to this agreement, radio communications shall be established between the Parties through use of the local public communication system if possible. Communications between dispatch centers will be via telephone.
7. The authorized representative of the requesting agency shall specify the staging area.
8. The incident commander of the requesting agency at the scene of the emergency to which the response is made shall be in command of the operation upon arrival under which the equipment and personnel sent by the assisting agency shall serve. However, the responding equipment and personnel shall take command if first arriving to the emergency and shall be under the immediate supervision of the officer from the assisting agency in charge of the responding equipment and personnel.
9. Joint training exercises shall be conducted semi-annually at a minimum. The training exercises will be coordinated and observed by the respective department chiefs to maintain coordination in firefighting procedures, dispatching and communications. The following topics may be utilized to establish training parameters: apparatus familiarization, coordination of Engine Companies, equipment/minor tools, incident command system, communications manual of procedures, and tactics.

## **II. Powers and Duties**

In accordance with O.C.G.A. § 36-69-4, whenever employees of any assisting agency are rendering aid pursuant to this agreement outside the county where such employees are employed, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing duties in the county in which they are normally employed.

## **III. Expenses**

In accordance with O.C.G.A. § 36-69-5, each agency agrees not to seek from the other agency compensation for services rendered under this Agreement. Each agency shall at all times be responsible to its own employees for the payment of wages and other compensation, for carrying workers' compensation insurance for its employees, and for all expenses incidental and occurring during the period of assistance; and each agency shall be responsible for its own equipment and shall bear the risk of loss thereto, whether personnel and equipment are being used within or outside the area of primary responsibility of that agency.

## **IV. Applicability of Privileges, Immunities, Exemptions and Benefits**

In accordance with O.C.G.A. § 36-69-6, all of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of such employees of the assisting agency when performing duties and functions within their jurisdiction shall apply to such employees while engaged in the performance of duties and functions extraterritorially pursuant to this agreement. This article shall apply with equal effect to paid, volunteer, and auxiliary employees.

## **V. Liability**

In accordance with O.C.G.A. § 36-69-7, neither the requesting agency nor the political subdivision in which the requesting agency is located shall be liable for any acts or omissions of employees of the assisting agency rendering assistance extraterritorially. Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including costs of defense,

incurred as a result of any act or omission of the party's employees relating to the performance of this Agreement. This Agreement shall not be construed or deemed to be for the benefit of any third party, and no third party shall have a right of action hereunder for any cause whatsoever.

#### **VI. 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 employees, equipment, vehicles, and property, including but not limited to general liability insurance, workers' compensation, unemployment insurance, automobile liability, public officials liability and property damage.

#### **VII. Severability**

If one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect then, such invalidity, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **VIII. Termination**

The Agreement shall remain in full force and effect from the effective date for a period of five (5) years. Either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party.

#### **IX. Automatic Renewal**

This agreement shall renew automatically for additional terms of one (1) year from the effective date unless terminated in writing by a party in accordance with Section VIII of this Agreement.

#### **X. Effective Date**

This Agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

**APPROVED** by the Cherokee County Board of Commissioners  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

Signed On Behalf of Cherokee County, Georgia:

By: \_\_\_\_\_  
HARRY B. JOHNSTON, Chairman Date \_\_\_\_\_

Attest: \_\_\_\_\_  
CHRISTY BLACK, County Clerk Date \_\_\_\_\_

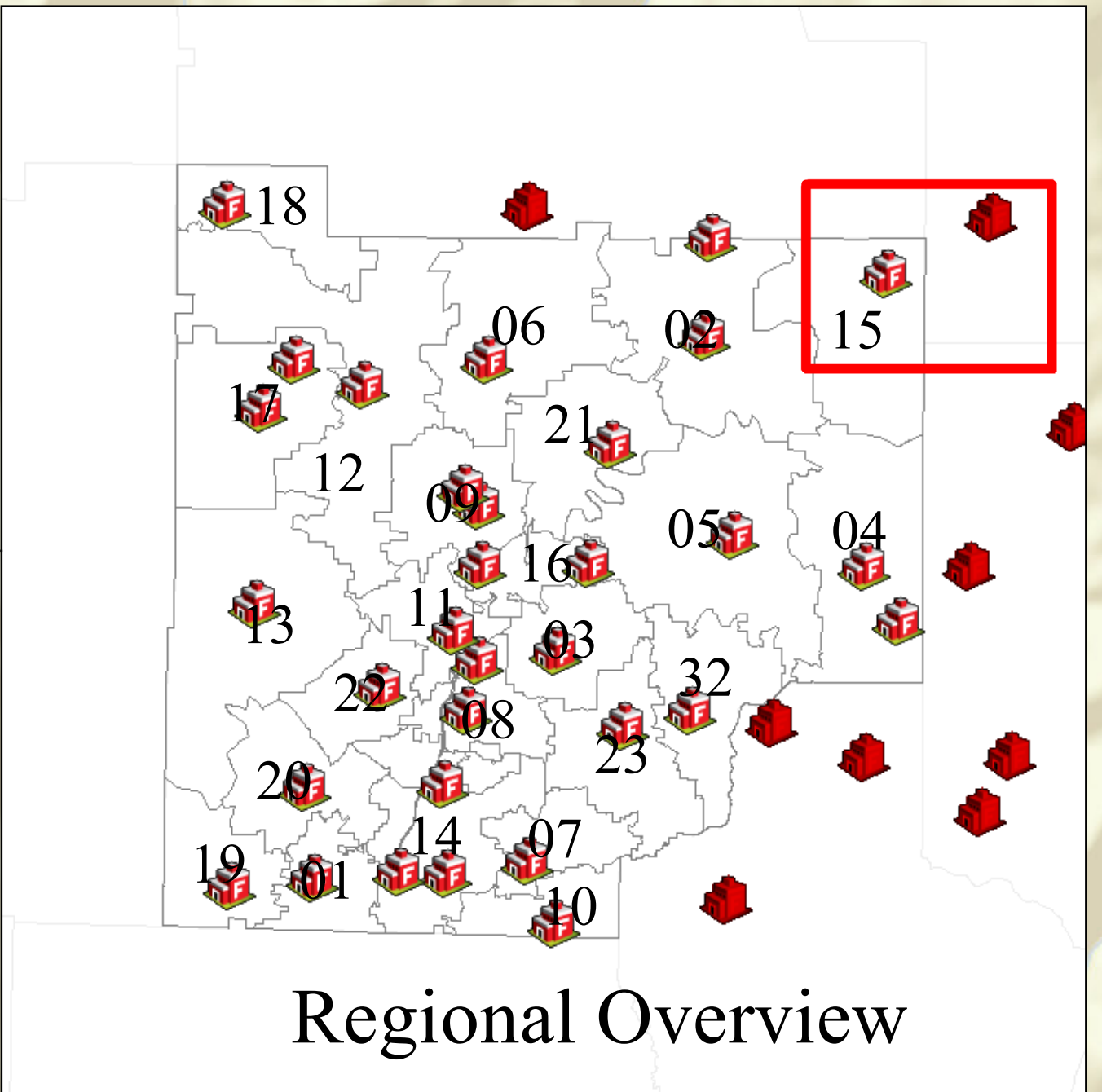
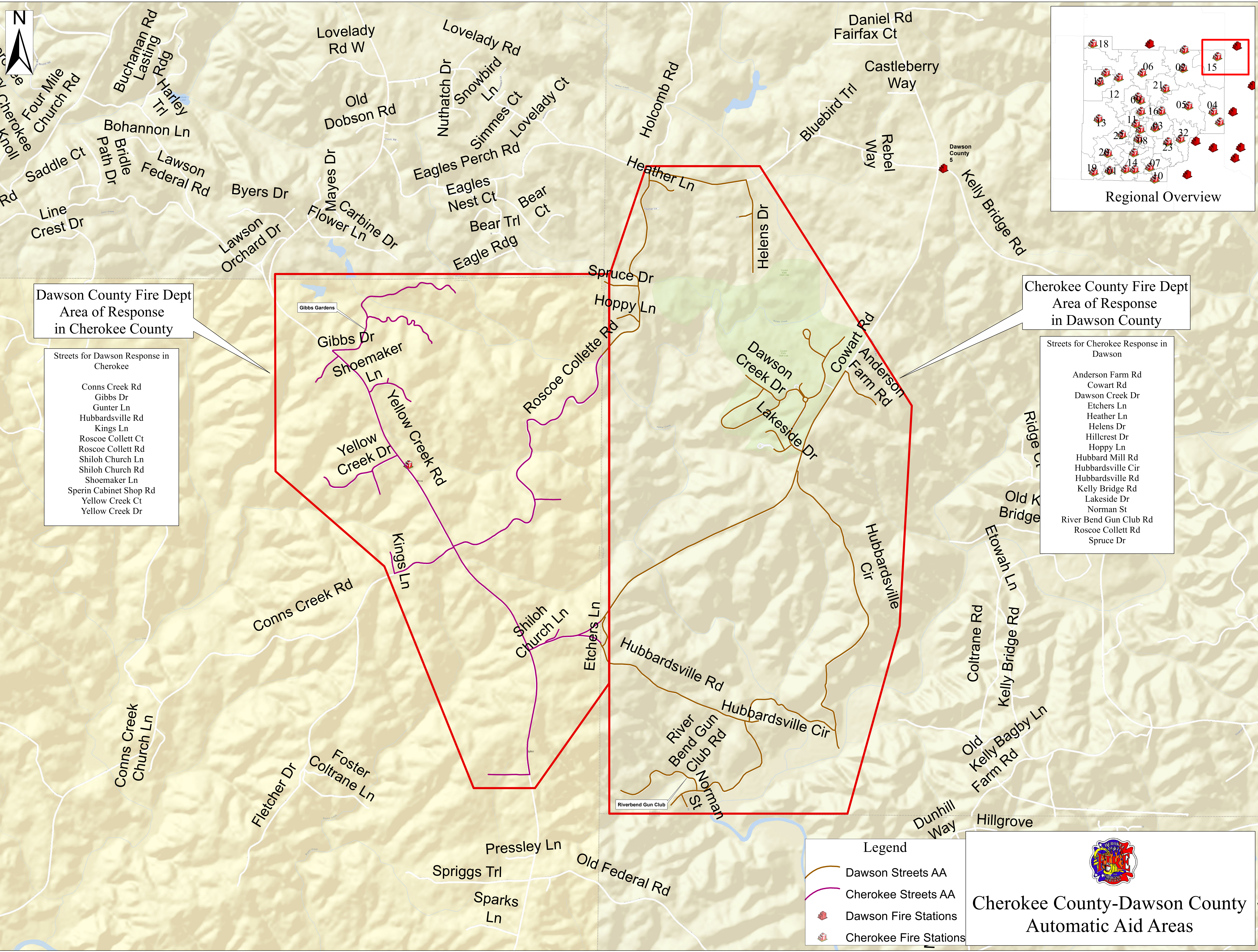
**APPROVED** by the Dawson County Board of Commissioners  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

Signed On Behalf of Dawson County, Georgia:

By: \_\_\_\_\_  
BILLY THURMOND, Chairman Date \_\_\_\_\_

Attest: \_\_\_\_\_  
KRISTEN CLOUD, County Clerk Date \_\_\_\_\_





Dawson County Fire Dept  
Area of Response  
in Cherokee County

- Streets for Dawson Response in Cherokee
- Conns Creek Rd
  - Gibbs Dr
  - Gunter Ln
  - Hubbardsville Rd
  - Kings Ln
  - Roscoe Collett Ct
  - Roscoe Collett Rd
  - Shiloh Church Ln
  - Shiloh Church Rd
  - Shoemaker Ln
  - Sperin Cabinet Shop Rd
  - Yellow Creek Ct
  - Yellow Creek Dr

Cherokee County Fire Dept  
Area of Response  
in Dawson County

- Streets for Cherokee Response in Dawson
- Anderson Farm Rd
  - Cowart Rd
  - Dawson Creek Dr
  - Etchers Ln
  - Heather Ln
  - Helens Dr
  - Hillcrest Dr
  - Hoppy Ln
  - Hubbard Mill Rd
  - Hubbardsville Cir
  - Hubbardsville Rd
  - Kelly Bridge Rd
  - Lakeside Dr
  - Norman St
  - River Bend Gun Club Rd
  - Roscoe Collett Rd
  - Spruce Dr

- Legend
- Dawson Streets AA
  - Cherokee Streets AA
  - Dawson Fire Stations
  - Cherokee Fire Stations



**Cherokee County-Dawson County  
Automatic Aid Areas**



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: County Manager

Work Session: 10/17/2019

Prepared By: Melissa Hawk

Voting Session: 11/07/2019

Presenter: Melissa Hawk

Public Hearing: Yes  No

Agenda Item Title: Legal Services for Dawson County Constitutional Officers/Elected Officials/County Employees

**Background Information:**

On February 1, 2019, the BOC approved the professional services exemption for Jarrard & Davis, LLP to perform legal services for a period of sixty (60) days per the executed agreement between the two parties. On February 12, 2019, a contract amendment was executed to extend the agreement through December 31, 2019, at the rate of \$200 per hour for all attorneys and \$100 per hour for paralegal time.

**Current Information:**

As we near the end of this extended agreement, the BOC needs to determine its desired path of action for continued legal services to begin January 1, 2020, through December 31, 2020. The three (3) methods to ensure for said services would be to: 1) Advertise and hire a full-time county attorney; 2) Release a RFP to procure legal services now to ensure that a contract to begin by January 1, 2020, is executed or 3) Offer an extension request to Jarrard & Davis, LLP, at same prices, terms and conditions, to begin January 1, 2020, through December 31, 2020, and extend the approval of the professional exemption through the same time period.

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: The Board approves to extend the professional exemption and offer an agreement extension request to Jarrard & Davis, LLP, at same prices, terms and conditions, to begin January 1, 2020, through December 31, 2020.

Department Head Authorization: David Headley

Date: 09/26/2019

Finance Dept. Authorization: Vickie Neikirk

Date: 10/9/19

County Manager Authorization: DH

Date: 10/09/19

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

**Comments/Attachments:**

DAWSON COUNTY BOARD OF COMMISSIONERS  
APPLICATION FOR APPOINTMENT TO COUNTY  
BOARDS AND AUTHORITIES



The Dawson County Board of Commissioners accepts applications for appointments. Interested parties should submit this form and supporting documentation to the County Clerk.

Board or Authority Applied for Planning

Name Austin Harmon

Home Address 201 Dawson Forest Rd E

City, State, Zip Dawsonville GA 30534

Mailing Address (if different) \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Alternate Number \_\_\_\_\_

Fax Telephone Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Additional information you would like to provide:

Experience Provided - See Attached

Signature Austin V. Harmon Date 10/8/19

Please note: Submission of this application does not guarantee an appointment.

Return to: Dawson County Board of Commissioners  
Attn: County Clerk  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534  
(706) 344-3501 FAX: (706) 344-3504

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## SUMMARY

A goal-oriented Information Technology Manager with over 18 years of hands-on technical expertise and 14 years of experience managing professionals as a Project Leader and Manager of IT. Skilled at collaborating with cross-functional teams, and known for having a strategic view on multiple projects to best allocate resources. A hands-on manager that addresses the business needs of each customer with cost effective and efficient technology solutions. I have also owned my own business for the past 11 years in both the health industry and real estate. I am currently focused on distressed properties, but have experience in land development of new subdivisions, new home construction and remodeling.

### CORE QUALIFICATIONS

- Land Development
- New Construction
- Remodeling Distressed Properties
- Software Development Lifecycle
- Process Improvement
- PMP 2005-2008
- Excellent Communication Skills
- Six Sigma Green Belt (Cox)
- Building Procedures
- Licensed Real Estate Agent in Georgia
- Software Operations Management
- Metrics – Reporting & Analysis
- Cost Reductions
- Outage Resolution Skills for Systems, Database, Network, and Application
- Innovative Leadership, Coaching and Employee Development
- Process Automation
- Service Delivery
- Project Management
- Workforce Management
- Budgeting - \$1+ million
- Excellent Problem Solving Skills

## PROFESSIONAL EXPERIENCE

### TWELVE STONE ENTERPRISES – DAWSONVILLE GREATER ATLANTA AREA

Real Estate Investor currently specializing in foreclosed and distressed homes. I have developed entire subdivisions from land clearing to lot prep all the way through construction. I have also acted as General Contractor in the building of new homes in the Greater Atlanta Area. I am currently buying and remodeling distressed properties for resale.

COX COMMUNICATIONS, INC., Atlanta, GA

2000 - 2018

*Privately owned subsidiary of Cox Enterprises providing digital cable television, telecommunications, and wireless services in the U.S. 3<sup>rd</sup> largest cable provider serving more than 6.2M customers*

## **SR. MANAGER NETWORK REPORTING APPLICATION DEVELOPMENT AND SUPPORT (2008 - Present)**

Manage employee performance; oversee assets and inventory, direct day-to-day operations, audits, and special projects for the Network Reporting Application support team. Collaborated with business users to understand needs and propose appropriate solutions for the team to deliver full project lifecycle across matrix organization for new implementations of Enterprise tools; while ensuring budgets and production dates are met. Responsible for providing oversight, guidance and goal-setting to the team to make certain application availability and SLA adherence are in compliance on a 24x7x365 basis. Monitor and evaluate tools and tools performance; as needed, implement hardware and software upgrades after providing business cases to justify the need. Develop and grow employees to ensure career progression and employee improvement.

- Management of Enterprise Applications with \$1+ million budget for Application enhancements, new solution deployments, and maintenance of existing software and hardware
- Alignment of business partners and resources inside and outside of the operations and support groups to ensure application availability and business needs are met
- Management of variety of applications with distributed environments on various hardware and network configurations
- Management of cross-functional teams across multiple organizations to ensure timely on budget delivery of solutions
- Provide and justify strategic solutions to Senior Leadership in order to meet future needs of the business
- Conduct Vendor evaluations and delivered multi-million dollar solutions for business and customer needs
- Communicate regularly with management regarding operations data trends and issues surrounding Enterprise Application Tools
- Identify formal performance metrics, core job functions, and service level agreements
- Prepare monthly metrics, and utilize trending information to ensure constant improvement in all areas
- Responsible for hiring qualified fulltime and contracted professionals
- Ensure growth within team through training, coaching, functional guidance, mentoring, and promotion for individual contributors as well as people leaders.
- Effectively reduced workload through automation and process improvement with realized savings over \$75,000 per year for the business and allowing more focus on preventive maintenance to increase availability for applications
- Developed and implemented processes and workflow structure to improve efficiency
- Managed large scale tool implementation and hard upgrades to support network.
- Regularly monitor and assess capacity for hardware and applications to meet future needs
- Baseline Applications in order to measure improvements or degradations
- Implemented and maintained monitors for all failure points of 39 Enterprise Applications
- Audit, review and develop processes, controls and reporting solutions to support business needs
- Developed Business Cases for approval of hardware replacements, software upgrades, resource needs, and new applications
- Managed Vendor relations to ensure proper tier 4 support to meet all SLA's and customer needs

## **SENIOR UNIX APPLICATION SUPPORT SPECIALIST (2004 – 2008) LEAD (2007-2008)**

Responsible for implementation and maintenance of production network management applications and reporting systems with Major Supported Tools being: Edgehealth, IPDR, Netcool, Infinera, Net Optimize, Netanalyst, Toolpass, LCR, GenII, Coxstats, Linexfer, Nocnet, Remedy ticketing system, Time Reporting, and Switch Tools

- Served as subject matter expert for multiple Network Performance, Monitoring, and Reporting Applications as well as providing support in responding to and diagnosing production support issues

- Interacted with internal customers, external customers and appropriate system vendors to conduct necessary research to resolve issues
- Developed automation scripts using bash, and ProComm scripting expertise
- Ensured documentation standards for applications and procedures for operations were in place
- Managed cross-functional teams to deliver and improve applications
- Actively sought and evaluated opportunities for process improvement and performed system and applications maintenance as needed
- Worked independently in troubleshooting and providing solutions to unresolved hardware and software problems in all Unix environments
- Assisted in budget planning and execution of application enhancements
- Saved the company over 2 million dollars through development work to successfully complete bulk customer moves between DMS Switches
- Maintained Vendor relations with all vendor provided applications
- Interfaced with a variety of hardware elements including CMTS, Cable Modems, Nuera Gateways, CS2K, DMS-500, BTS10200, OPC, Routers, Switches, Firewalls and Voice Ports

#### **NETWORK OPERATIONS SPECIALIST (2000 – 2004)**

Monitored Cox hybrid fiber coax, fiber, telephony, and data network for service related issues. Created Remedy

tickets and dispatched to appropriate fix agent.

- Monitored network elements for outage conditions
- Facilitated outage restoration
- Communicated between users, field, and management
- Monitored DMS-500 for alarm faults
- Monitored Transport, Access equipment, and Cable alarms for network faults
- Performed basic troubleshooting functions as needed
- Guaranteed prompt response to outage conditions

#### **EDUCATION & TRAINING**

BBA in Finance, University of Georgia, Athens, GA 2000

Executive Leadership Training Cox Communications

#### **Certifications**

Real Estate License in Georgia

Eligible for General Contractor Exam in Georgia

PMP Certification 2005-2008

Six Sigma Green Belt (Cox Communications)

Business Requirements Creation