

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA – THURSDAY, APRIL 2, 2020
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
6:00 PM**

A. ROLL CALL

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ANNOUNCEMENTS

E. APPROVAL OF MINUTES

[Minutes](#) of the Work Session held on March 19, 2020

[Minutes](#) of the Voting Session held on March 19, 2020

[Minutes](#) of the Special Called Meeting held on March 26, 2020

F. APPROVAL OF AGENDA

G. PUBLIC COMMENT

H. NEW BUSINESS

1. Consideration of Mutual Aid Agreement with United States Army Garrison, Fort Benning
2. Consideration of Request of Write Off of Transfer Station Bad Debt
3. Consideration of Board Appointment:
 - a. Department of Family & Children Services**
 - i. Jennifer Wright- *replacing Edwin Looper* (Term: April 2020 through March 2025)

I. PUBLIC COMMENT

J. 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 – MARCH 19, 2020
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; Commissioner Julie Hughes Nix, District 4; County Manager David Headley; County Attorney Christopher Hamilton; County Clerk Kristen Cloud; and interested citizens of Dawson County.

NEW BUSINESS

1. Discussion of Russell Creek Reservoir- Etowah Water & Sewer Authority General Manager Brooke Anderson
This item was for information only, as Etowah Water & Sewer Authority General Manager Brooke Anderson provided an update on the Russell Creek Reservoir project via a video and presentation.
2. Presentation of Secure the Vote Help America Vote Act Grant Program- Chief Registrar / Board of Elections & Registration Chair Glenda Ferguson
This item will be added to the March 19, 2020, Voting Session Agenda.
3. Presentation of Mutual Aid Agreement with United States Army Garrison, Fort Benning- Emergency Services Director Danny Thompson
This item will be placed on the April 2, 2020, Voting Session Agenda.
4. Presentation of Request of Write Off of Transfer Station Bad Debt- Chief Financial Officer Vickie Neikirk
This item will be placed on the April 2, 2020, Voting Session Agenda.
5. Presentation of Special Event Business License Application - *Mountain Madness at Fausett Farms* - Planning & Development Director Jameson Kinley
This item will be placed on an upcoming Work Session Agenda. Chairman Thurmond announced that the April 2020 event is postponed.
6. Presentation of Parade & Assembly Ordinance Update- Planning & Development Director Jameson Kinley
This item will be placed on an upcoming Voting Session Agenda for consideration to move forward with a public hearing.
7. Discussion of Impact Fees- Planning & Development Director Jameson Kinley
This item will be placed on the April 2, 2020, Work Session Agenda for additional discussion.

8. Presentation of Board Appointment:
 - a. **Department of Family & Children Services**
 - i. Jennifer Wright- *replacing Edwin Looper* (Term: April 2020 through March 2025)
This item will be placed on the April 2, 2020, Voting Session Agenda.
9. Discussion of Emergency Action Related to Coronavirus (COVID-19)- Chairman Thurmond
This item will be added to the March 19, 2020, Voting Session Agenda.
10. County Manager Report
This item was for information only.
11. County Attorney Report
County Attorney Hamilton had no information to report.

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

DRAFT

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – MARCH 19, 2020
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
6:00 PM**

ROLL CALL: Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; Commissioner Julie Hughes Nix, District 4; County Manager David Headley; County Attorney Christopher Hamilton; County Clerk Kristen Cloud; and interested citizens of Dawson County.

INVOCATION: Chairman Thurmond

PLEDGE OF ALLEGIANCE: Chairman Thurmond

ANNOUNCEMENTS:

None

APPROVAL OF MINUTES:

Motion passed 4-0 to approve the Minutes of the Work Session held on March 5, 2020. Nix/Satterfield

Motion passed 4-0 to approve the Minutes of the Voting Session held on March 5, 2020. Fausett/Gaines

APPROVAL OF AGENDA:

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

- Addition of Nos. 1 and 7 under New Business:
 - No. 1: Consideration of Emergency Action Related to Coronavirus (COVID-19)
 - No. 7: Consideration of Secure the Vote Help America Vote Act Grant Program

Nix/Gaines

PUBLIC COMMENT:

Kati Owen, Dawsonville, said she is the co-owner of The Blue Bicycle restaurant and asked for the board's consideration to allow the restaurant to offer package sales of beer and wine with takeout orders. Owen said, "In 2019, our alcohol sales were 32 percent of our overall revenue; this is a big part of who we are." She said The Blue Bicycle's menu and dining experience always has been paired with responsible beer and wine consumption. By adding its wine list to its take-away options, The Blue Bicycle would be able to maintain a long and hard cultivated presence in Dawson County, according to Owen. "Package sales of alcohol are already here in Dawson County, and we are aware that this is a change to existing law pertaining to on premise consumption. However, we are just trying to think of ways to keep our doors open and allow our employees to be able to meet their expenses," said Owen. She added that the Lawrenceville City Council has declared a state of emergency, which includes a provision allowing for restaurants that have alcohol licenses to sell bottled beer and wine with takeout orders. "We believe that if we don't get through these hard times now, we just won't be able to bounce back. I am asking

for swift action as every day the pressure is getting harder and harder,” said Owen, mentioning measures her restaurant would take should alcohol sales be allowed with takeout orders, as well as “positive points” should such sales be allowed.

NEW BUSINESS:

Consideration of Emergency Action Related to Coronavirus (COVID-19)

Motion passed 4-0 to approve an Emergency Action Related to Coronavirus (COVID-19).

Fausett/Gaines

Consideration of Abatement of Nuisance Property Ordinance (Moved Forward from the March 5, 2020, Board of Commissioners’ Voting Session Following a Public Hearing)

Motion passed 4-0 to approve an Abatement of Nuisance Property Ordinance. Satterfield/Nix

Consideration of Request to Accept FY 2020 Violence Against Women Act Grant Award

Motion passed 4-0 to approve a Request to Accept the FY 2020 Violence Against Women Act Grant Award. Fausett/Gaines

Consideration of Application for Parade and Assembly - 3rd Annual Sheriff’s Office Motorcycle Ride for Charity

Consideration of Application for Parade and Assembly - Pediatric Brain Tumor Foundation Atlanta Ride for Kids

Motion passed 4-0 to table an Application for Parade and Assembly - 3rd Annual Sheriff’s Office Motorcycle Ride for Charity and an Application for Parade and Assembly - Pediatric Brain Tumor Foundation Atlanta Ride for Kid pending expiration of an Emergency Action Related to Coronavirus (COVID-19) adopted via a resolution by the Board of Commissioners on March 19, 2020. Nix/Fausett

Consideration of Board Appointment:

- Long Range Planning Committee
 - Cal Miller- replacing Ronnie Adkins

Motion passed 4-0 to approve the appointment of Cal Miller to the Long Range Planning Committee. Nix/Satterfield

Consideration of Secure the Vote Help America Vote Act Grant Program

Motion passed 4-0 to approve the Secure the Vote Help America Vote Act Grant Program – to allow the Board of Elections & Registration to apply for the full amount of the grant in two categories (security and general implementation), with the fund match of any grant award to come from General Fund’s fund balance. Fausett/Satterfield

PUBLIC COMMENT:

None

ADJOURNMENT:

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

DRAFT

**DAWSON COUNTY BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING MINUTES – MARCH 26, 2020
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
9:00 AM**

ROLL CALL: Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; Commissioner Julie Hughes Nix, District 4; County Manager David Headley; County Clerk Kristen Cloud; and interested citizens of Dawson County. County Attorney Angela Davis was not present.

APPROVAL OF AGENDA:

Motion passed 4-0 to approve the agenda as presented. Gaines/Fausett

NEW BUSINESS:

Consideration of Relief of Property Tax Deadlines Due to Coronavirus Crisis

Chairman Thurmond read aloud a resolution related to Relief of Property Tax Deadlines Due to the Coronavirus Crisis.

Motion passed 4-0 to approve a resolution for Relief of Property Tax Deadlines Due to the Coronavirus Crisis. Nix/Gaines

ADJOURNMENT:

APPROVE:

Billy Thurmond, Chairman

ATTEST:

Kristen Cloud, County Clerk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **03.19.20**

Prepared By: **Danny Thompson**

Voting Session: **04.02.20**

Presenter: **Danny Thompson**

Public Hearing: Yes _____ No **X**

Agenda Item Title: **Regional Mutual Aid Agreement**

Background Information:

This All-Hazard-All Emergency Mutual Aid agreement allows for a systematic approach to expedite local and regional mutual aid assistance, information sharing and sustain emergency aid. This agreement in entered into by the U.S. ARMY GARRISON, FORT BENNING, GA and Dawson County.

Current Information:

This agreement allows mutual aid capabilities to be deployed without approval from Army headquarters, when a request from civil authorities for assistance with imminently serious conditions. This agreement is for 9 years but must be reviewed every 3 years. Either party can terminate this agreement by 30-day written notice.

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: **FDI**

Date: **3.6.20**

Finance Dept. Authorization: **Vickie Neikirk**

Date: **3/10/20**

County Manager Authorization: **DH**_____

Date: **3/10/2020**

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



**DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON
1 KARKER STREET, BUILDING 4, SUITE 5900
FORT BENNING, GEORGIA 31905-4500**

MEMORANDUM OF AGREEMENT

BETWEEN

U.S. ARMY GARRISON, FORT BENNING, GA

AND

**STATE OF GEORGIA COUNTIES
(DAWSON, FANNIN, GILMER, HALL, LUMPKIN, UNION, WHITE)**

SUBJECT: All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement

This All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement (“Agreement”) is entered into by, between, and among the political subdivisions located wholly or partially within the State of Georgia and United States Army Garrison-Fort Benning that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (collectively, “the Parties.”)

1. References. See Annex E and Addendum

2. Purpose. This Agreement creates a systematic approach to expedite local and regional mutual aid assistance, share information, and rapidly share and sustain emergency aid and resources between the U.S. Army Fort Benning, local governmental bodies, and regional emergency responders when organic resources and capabilities are exceeded by emergent situations, or when non-exigent circumstances have developed requiring pre-coordinated assistance.

3. Definitions.

a. Agreement – This All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement, duly executed.

b. Assisting Party – The Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.

c. Immediate Approval – Requests for support that require immediate approval when imminent loss of life, limb or eyesight is likely without additional assistance.

d. Pre-coordinated Approval – Requests for non-exigent support that are accomplished through deliberate staffing and higher level authority approval.

e. Emergency – Any occasion or instance in which assistance is needed to reduce or eliminate an immediate threat to life, protect public health and safety, and to protect improved property that is significantly threatened due to disasters or emergencies.

4. Scope. The intent is to share professional personnel, specialized equipment, facilities, services and any other resources required for support during an emergency or disaster. It is understood that the Agency requesting mutual aid will have exhausted the use of internal resources before requesting mutual aid from an external participating jurisdiction/agency. Specifically, a mutual aid request can be under exigent conditions to save lives, prevent human suffering, or to mitigate excessive property damage, or it can stem from a non-exigent situation requiring pre-coordinated support. The Incident Commander's (IC) primary means to formally request mutual aid assistance is through the applicable E-911 center. Understandably, agency heads may additionally communicate these requests informally among themselves. Request(s) for assistance will ultimately be approved by the appropriate jurisdiction/agency head. At Fort Benning, GA, the Garrison Commander serves as the approval authority for use of Fort Benning resources.

5. Understanding. The first responsibility of the parties to this Agreement is to the residents of their respective jurisdictions and to their respective agencies. There are two broad categories of support requests: **Immediate Approval** (when without assistance there is imminent loss of life, limb or eyesight) and **Pre-Coordinated Approval** (accomplished through deliberate staffing and higher level authority approval). Examples of Pre-Coordinated Approval may be event support or equipment loans using a lease arrangement.

6. Agreement. Parties to this Agreement will provide emergency first responder support and services to the maximum extent possible within the law.

a. **Applicability.** This Agreement applies to Fort Benning, GA, and the signatories on this Agreement. Overall command and control will occur through the Incident Command System (ICS). Responding agencies will report to the Incident Command Post, position their vehicles and equipment in a staging area, and the element leader will report to the IC on site. The element leaders will provide the IC with basic information about their capabilities and receive a briefing about the jurisdiction areas, tasks, and other relevant information concerning the incident and mission.

b. **Standardization.** National Incident Management System (NIMS). This Agreement requires participating jurisdictions, at their own cost, to adopt and fully implement a standardized NIMS as directed by Homeland Security Presidential Directive-5.

1) Participating agencies will implement the NIMS during all emergency responses.

2) Participating agencies will use plain language to ensure good communications among all participating agencies.

3) This Agreement shall also encourage mutual cooperation between participating agencies in the development of standardized incident action plans for any hazardous, high occupancy, or industrial type sites or facilities. This Agreement encourages participating jurisdictions to conduct emergency or disaster-related exercises, testing, or other training activities outside declared emergency periods to maximize response efficiencies and interoperability between participating agencies.

4) All participating agencies are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-planning and drills. In addition, participating agencies are invited and encouraged to:

- Conduct joint training, planning, and intelligence sharing and threat assessment development.
- Identify and inventory the current services, equipment, supplies, personnel, and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating agency.
- Provide updated names, e-mail addresses and phone numbers as needed to implement an efficient and effective request/response.
- Maintain required NIMS personnel qualifications. Participating agencies will ensure that responding personnel meet the qualifications as established by the NIMS Integration Center. The qualifications of key personnel will be entered into a regional database and also entered into the NIMS Integration Center database. Each participating agency will ensure its personnel information in these databases is kept current.

c. **Reimbursement.** Each participating agency agrees that it will not seek reimbursement for normal immediate response operating costs from the agency requesting mutual aid assistance. For extended operations and planned events, each participating agency hereby recognizes that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued thereunder (44 CFR Part 151), a participating agency is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional costs over normal operational costs) incurred in emergency services operations on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and, pursuant to any applicable state or local law, each participating jurisdiction hereby reserves the right to seek reimbursement from the other agency for all or any part of the costs (defined as additional costs over normal operational costs) incurred in providing emergency services to the requesting mutual aid organization in response to a request for assistance.

1) **Off-Post agency assistance to Fort Benning** - For minor costs, the miscellaneous payment guide will be used to reimburse local governments. Payment under this process will be made via the Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal. To ensure compliance with fiscal law, Fort Benning Directorate of Emergency Services (DES) will process a standing SF1034 before any services/incidentals are provided to ensure availability and obligation of funds before services are rendered. After the incident/event, Fort Benning DES will submit an invoice for payment through the General Fund Enterprise Business System (GFEBs) with supporting documentation. The initial obligation can be adjusted to the actual amount at that time.

2) **Fort Benning assistance to an off-post agency** - When Fort Benning DES is required to provide reimbursable services in accordance with (IAW) this Agreement, the assisted agency must provide payment up front. Checks should be made payable to the "United States Treasury" and mailed to the DES Budget Analyst at:

Staff Budget Branch
Program Budget Division-Garrison RMO
IMBE-RM
7533 Holtz Street, Building 70, Suite 2085
Fort Benning, GA 31905

d. **Insurance.** Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage or a comparable self-insurance program, including: comprehensive liability, personal injury, property damage, automobile, worker's compensation, and, if applicable, professional liability insurance.

e. **Waivers.** Each Party hereto waives all claims against other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the obligations contained herein.

f. **Immunity.** All activities performed under this agreement are deemed hereby to be governmental functions. The U.S. Army and participating political subdivisions/agencies, including their employees acting in their official capacity, shall not be liable for the death or injury of persons, or damage to property when complying, or attempting to comply, with the agreement, except to the extent permitted by the Federal Tort Claims Act (28 USC 2671 et. al.) in the case of the U.S. Army or applicable state and/or local statutes in the case of political subdivisions/agencies. This Agreement provides no immunity, rights or privileges for any individual who is not requested and/or authorized to respond to an emergency or disaster on behalf of a participating agency.

g. Dispute Resolution. Should a dispute arise between participating agencies under or related to this Agreement, the participating agencies agree that within 30 days after notice of the dispute from one participating agency to the other, the participating agencies will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the participating agencies agree that within 60 days of the date of the Notice of an impasse, the agencies will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The selection of any neutral third party will be by agreement of the Parties, and the cost of any neutral third party participant will be equally divided among the agencies with the dispute. If such ADR proceeding does not result in resolution of the dispute, the participating agencies may separately pursue any other lawful remedy. However, participating agencies agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Participating jurisdictions agree that the terms of this clause will be considered the “Administrative Remedies” that must be exhausted prior to initiation of any formal litigation.

h. Public Information Releases. All media releases and statements will be mutually agreed upon and jointly handled according to participating guidelines. Press releases will conform to Department of Defense (DoD) press release guidelines. No information release will be issued without U.S. Army Public Affairs coordination and approval.

7. Requesting Support and Precedence.

a. Immediate Response. This Agreement may provide mutual aid capabilities under Immediate Response Authority criteria. This authority must be exercised IAW DoD Directive (DoDD) 3025.18 paragraph 4.i. See *also* 42 U.S.C. §1856b. The Fort Benning Garrison Commander is the release authority for immediate response mutual aid. Immediate Response Authority must generally meet the following criteria:

- 1) There is a request from civil authorities for assistance with imminently serious conditions.
- 2) Time does not permit approval from higher headquarters.
- 3) Immediate notification will be made to the chain of command.
- 4) It ends when the necessity expires and must be reassessed not later than 72 hours after the request was received.

b. Pre-Coordinated Agreements. Separate agreements may be developed for additional support that does not meet Immediate Response Authority criteria. Examples are Equipment, Services, and Support. Pre-Coordinated Agreements include the following:

- 1) Memorandums of Agreement
- 2) Intergovernmental Support Agreements
- 3) Leases

4) Contracts

8. Request Procedures. All initial requests for mutual aid will flow through E911 centers. During extended operations and once agency/installation/jurisdiction Emergency Operations Centers (EOC) are activated, information, reporting, requesting, etc., may be rerouted to appropriate staff within the EOC. During these extended operations with more structured Incident Command Posts and EOCs functioning, the Incident Commander or Operations Officer will redirect supporting agencies to the appropriate Points of Contact (POCs) within the EOCs. During a mutual aid request, the authorized requestor should provide the following information to the applicable E-911 Center when requesting mutual aid assistance: (5Ws)

a. MUTUAL AID REQUEST FORMAT - Information required to support this type of request:

1) WHO is the requesting agency? Name, Phone Number, and Agency of requesting official.

2) WHAT specific type of asset is being requested? The amount and type of personnel, services, specialized equipment, or vehicles requested.

3) WHEN time and date asset is needed? Date and Time assets are requested.

4) WHERE does the asset need to be deployed to? A specific location to which the command and control, personnel, specialized equipment, or vehicles are to be dispatched. This location can be an address, intersection, or coordinates.

5) WHY is the asset required? Are local and regional assets depleted or no assets of the type needed are available?

b. DEPLOYMENT / INTEGRATION / RELEASE

1) DEPLOYMENT/DISPATCH - Upon official mutual aid request, *if available*, the responding participating agency shall dispatch command and control, personnel, specialized equipment, or vehicles to any point within the area for which the requesting participating agency normally provides services. If the responding participating agency is not able to dispatch the applicable resources, then its E-911 center will notify the Incident Commander, or a member of the Incident Commander's General Staff, to expedite the dispatch of secondary resources.

2) ARRIVAL - The responding agency's senior officer will report to the Incident Commander or Accountability Officer and will be subject to the Incident Commander's orders. If a DoD-owned or operated aircraft, or a military aircraft of any foreign nation crashes within the participating jurisdiction where they normally provide emergency services, the Fort Benning Fire Chief, any Fort Benning Executive Fire Officer, or the first on-scene Fort Benning senior fire officer may assume Incident Command upon arrival at the scene of the aircraft crash.

3) **TASKINGS** - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will determine the mission requirements and match the responding agencies resources for the operational plan of the incident.

4) **IC IN-BRIEF** - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will provide the participating agency's senior officer with give complete details of the mission and any other information or intelligence as deemed necessary. Communications procedures will also be established during the IC In-Brief.

5) **HAZMAT** - Any hazardous materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. When the properties of a released material are not known and all technical resources available have been used, the material will be considered hazardous until stated otherwise by the Incident Commander or the Operations Officer. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting mutual aid agency.

6) **INCIDENT TERMINATION** - Upon incident termination, when the responding participating agencies' services are no longer required, or when their services are required within their own emergency services areas of responsibility, the Incident Commander will release the responding participating agencies.

9. Termination. Any party to this Agreement may terminate its participation in the Agreement at any time by providing all signatories to the Agreement thirty (30) days written notice.

10. Other Mutual Aid Agreements. This Agreement shall supersede any and all agreements related to the same subject matter, written or verbal, between the parties.

11. Entirety. This Agreement constitutes the entire understanding of the parties and shall not be modified, amended, or altered except by a writing signed by all parties.

12. Term. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 9 years from that date. The Fort Benning Garrison Commander must annually review this agreement for financial feasibility. The agreement in its entirety must be reviewed every 3 years by the parties.

13. Expending Funds. Each party that performs services or furnished aid pursuant to this agreement shall do so with funds available to that Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder. Further, nothing in this agreement shall obligate U.S. Army Garrison-Fort Benning to obligate appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351.

14. Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

15. Warranty. The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to the Agreement.

16. Effective Date and Parties. This All Hazard – All Emergency Mutual Aid Assistance Agreement (Agreement) is made and entered into this DD day of MM YYYY, between the Secretary of the Army acting by and through the Commander, Fort Benning Garrison, Georgia and the below participating jurisdictions. The authority to enter into this Agreement is set forth pursuant to the authority in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance*, Department of Defense Instruction 6055.06 *DoD Fire and Emergency Services Program* and Army Regulation 420-1 *Army Facilities Management*, Chapter 25.

Staffing and Coordination.

Dawson County Clerk

POC: Kristen Cloud
kcloud@dawsoncounty.org
25 Justice Way, Suite 2235
Dawson County, GA 30534
(706) 344-3501

Dawson County Sheriff

POC: Sheriff Jeff Johnson
johnson@dawsoncountysheriff.org
Law Enforcement Center
19 Tucker Ave.
Dawson County, GA 30534
(706) 344-3535, ext.20051

Dawson County Fire

POC: Fire Chief Danny Thompson
dthompson@dawsoncounty.org
393 Memory Lane
Dawson County, GA 30534
(706) 344-3666 ext.223

Fannin County EMA

POC: Robert Graham
rgraham@fannincountyga.org
20 Station Ridge
Blue Ridge, GA 30513
(706) 632-1958

Fannin County Commissioner

POC: Chairman Stan Helton
shelton@fannincountyga.org
(706) 632-2203

Fannin County Sheriff Office

POC: Sheriff Dane Kirby
dkirby@fannincountyga.org
645 W. First Street,
Blue Ridge, GA 30513
(706) 632-2044

Fannin County Fire

Fire Chief: Larry Thomas
lthomas@fannincountyga.org
20 Station Ridge
Blue Ridge, GA 30513
(706) 632-4711

Gilmer County Commissioner

POC: Chairman Charlie Paris
cparis@gilmercounty-ga.gov
1 Broad Street, Suite 103,
Ellijay, GA 30540
(706) 635-4361

Gilmer Public Safety Director

POC: Keith Kucera
kkucera@gilmercounty-ga.gov
325 Howard Simmons Road
Ellijay, GA 30540
(706) 635-1333

Gilmer County Fire

POC: Chief Daniel Kauffman
dkauffman@gilmercounty-ga.gov
(706) 635-1334

Gilmer County Sheriff
POC: Stacy L. Nicholson
sheriffnicholson@ellijay.com
1 Broad Street, suite 103,
Ellijay, GA 30513
(706) 635-4162

Hall County Commissioner
POC: Chairman Richard Higgins
rhiggins@hallcounty.org
2875 Browns Bridge Rd
Gainesville, GA 30503
(770) 535-8288

Hall County EMA Director
POC: Casey Ramsey
cramsey@hallcounty.org
470 Crescent Drive
PO Box 907730
Gainesville, GA 30501
(770) 531-6838

Hall County Sheriff
POC: Sheriff Gerald Couch
sheriff@hallcounty.org
2859 Browns Bridge Road
Gainesville, GA 30504
(770) 531-6900

Hall County Fire
POC: Chief Chris Armstrong
HCFSinfo@hallcounty.org
470 Crescent Drive
PO Box 907730
Gainesville, GA 30501
(770) 531-6838

Lumpkin County Commissioner
POC: Chairman Chris Dockery
Chris.dockery@lumpkincounty.gov
99 Courthouse Hill
Dahlonega, GA 30533
(706) 864-3742

Lumpkin County Sheriff
POC: Sheriff Stacy M. Jarrard
stacy.jarrard@lumpkincounty.gov
385 East Main Street
Dahlonega, GA 30533
(706) 482-2623

Lumpkin County Fire
POC: David Wimpy
david.wimpy@lumpkincounty.gov
57 Pinetree Way
Dahlonega, GA 30533
(706) 864-3030

Union County Commissioner
POC: Chairman Lamar Paris
commissioner@uniongov.com
65 Courthouse Street, Suite 1
Blairsville, GA 30512
(706) 439-6000

Union County Sheriff
POC: Sheriff Mack Mason
sheriffmason@unioncountysoga.org
378 Beasley Street
Blairsville, GA 30512
(706) 439-6068

Union County Fire
POC: Chief R. David Dyer
ucfd@uniongov.com
507 Shoe Factory Road
Blairsville, GA 30512
(706) 439-6095

White County Commissioner
POC: Chairman Travis Turner
travis.turner@whitecounty.net
1235 Helen Way
Cleveland, GA 30528
(706) 865-2235

White County Public Safety Director

POC: David Murphy
dmurphy@whitecounty.net
1241 Helen Highway, Suite 100
Cleveland, GA 30528
(706) 865-0911

**White County Sheriff Training
& Certification**

POC: Daren Welborn
dwelborn@whitecounty.net
1210 Hulsey Road
Cleveland, GA 30528
(706) 865-6370

White County Fire

POC: Chief Norman Alexander
nalexander@whitecounty.net
1241 Helen Highway, Suite 100
Cleveland, GA 30528
(706) 865-3855

White County Sheriff

POC: Neal Walden
nwalden@whitecounty.net
1210 Hulsey Road
Cleveland, GA 30528
(706) 865-6370

17. Signatures.

"By its signature on this Agreement, Fort Benning acknowledges its role in the accomplishment of the Agreement's objectives. However, nothing in this Agreement abrogates existing law and regulation regarding Fort Benning's ability to accomplish the same or its potential liability should it be able to do so. By their signatures, the participating jurisdictions acknowledge that certain limitations/requirements may exist under current law and regulation which affect Fort Benning's participation."

IN WITNESS WHEREOF, the participating jurisdictions hereto have executed this Agreement on the day, month and year written indicated.

COL Matthew Scalia
Commander
U.S. Army Garrison,
Fort Benning, GA

(Date)

LTC Scott A. Basso
Commander
U.S. Army Garrison,
Dahlonaga, GA

(Date)

Billy Thurmond, Chairman
Dawson County, GA

(Date)

Danny Thompson, Fire Chief
Dawson County, GA

(Date)

Kristen Cloud, Clerk
Dawson County, GA

(Date)

Sheriff Jeff Johnson
Sheriff, Dawson County, GA

(Date)

Robert Graham, EMA Director
Fannin County, GA

(Date)

Larry Thomas,
Fire Chief/Deputy EMA
Fannin County, GA

(Date)

Sheriff Dane Kirby
Sheriff
Fannin County, GA

(Date)

Stan Helton, Chairman
Fannin Board of Commissioners
Fannin County, GA

(Date)

Charlie Paris, Chairman
Gilmer Board of Commissioners
Ellijay, GA

(Date)

Keith Kucera
Gilmer County, Public Safety Director
Ellijay, GA

(Date)

Daniel Kauffman, Fire Chief
Gilmer County, GA

(Date)

Sheriff Stacy L. Nicholson
Sheriff, Gilmer County, GA

(Date)

Casey Ramsey, EMA Director
Hall County, GA

(Date)

Chris Armstrong, Fire Chief
Hall County, GA

(Date)

Richard Higgins, Chairman
Hall County Board of Commissioners
Hall County, GA

(Date)

Chris Dockery, Chairman
Board of Commissioners
Lumpkin County, GA

(Date)

Sheriff Gerald Couch
Sheriff, Hall County, GA

(Date)

Fire Chief David Wimpy
Lumpkin County EMA Director

(Date)

Sheriff Stacy M. Jarrard
Lumpkin County Commission, GA
Sheriff, Lumpkin County, GA

(Date)

Lamar Paris, Sole Commissioner
Union County, GA

(Date)

Sheriff Mack Mason
Sheriff, Union County, GA

(Date)

Norman Alexander, Fire Chief
White County, GA

(Date)

Fire Chief R. David Dyer
Union County, GA

(Date)

Travis Turner, Chairman
Board of Commissioners
White County, GA

(Date)

David Murphy, Public Safety Director
White County, GA

(Date)

Neal Walden, Sheriff
White County, GA

(Date)

**ANNEX A
(Notification Procedures)**

All participating jurisdictions shall follow the individual city, department, commission, and organization notification/contact procedures for requesting assistance as listed below.

Dawson County, GA	Sheriff Office	(706) 344-3535 Ext. 20051
Dawson County, GA	E-911Center	(706) 344-3636
Fannin County, GA	Sheriff Office	(706) 632-2044
Fannin County, GA	E-911 Center	(706) 632-6022 (706) 632-8984
Fort Benning Military Installation	E-911 Center MP Desk	(706) 545-2222 (706) 545-5222
Gilmer County, GA	Sheriff Office	(706) 635-4162 (706) 635-5775
Gilmer County, GA	E-911Center	(706) 635-8911
Hall County, GA	Sheriff Office	(770) 531-6900
Hall County, GA	E-911Center	(770) 536-8812
Lumpkin County, GA	Sheriff Office	(706) 864-0414
Lumpkin County, GA	E-911 Center	(706) 864-3633
Union County, GA	Sheriff Office	(706) 439-6068
Union County, GA	E-911Center	(706) 439-6038
White County, GA	Sheriff Office	(706) 865-6370
White County, GA	E-911 center	(706) 865-0911

ANNEX B
(Interoperable Communications)

1. Incident Commanders will designate a Communications Officer who will be responsible for insuring that each responding agency has access to reliable communications with the Incident Command Post. This procedure may be accomplished through existing local resources or may be supplemented by responding agencies or other resources available through state and regional agreements.
2. Agencies / Jurisdictions participating in this Mutual Aid Agreement will task their appropriate communications personnel to contact agencies / jurisdictions that they expect to work with in order to plan, test, and exercise interoperability via Land Mobile Radios, Computer Aided Dispatch, and E911 center systems.
3. Key Points of Contact Rosters. Annex A of this agreement will be updated annually to ensure all agencies have accurate phone numbers to coordinate with one another.

ANNEX C (Fire Resources and Coordination)

Fire Equipment and Personnel:

Fire and Emergency Service personnel and equipment support for mutual aid response zones should be coordinated between Fire Chiefs in advance of need. Discussions between agencies and templated plans for needed support based on known Fire Response Zones where mutual aid is likely and needed should be developed. This Agreement encourages this prior planning, joint training, and opportunities to exercise to ensure effective operations.

Types of Fire Support:

1. Command and Control Response (Personnel, Mobile Incident Command Post, or Mobile Incident Command Trailer)
2. Structural Fire Suppression/Aerial Response
 - a. Breathing apparatus resupply
 - b. Mobile water resupply
3. Aircraft Crash Rescue/Fire Suppression Response
4. Fire and Emergency Services Medical Response; Emergency Medical Services Technician Level
5. Ambulance Emergency Medical Services Response
 - a. Emergency Medical Services Paramedic Level
6. Technical Rescue Response
 - a. Structural Collapse
 - b. Trench Collapse Rescue
 - c. Vehicle/Machinery Rescue
 - d. Confined Space Rescue
 - e. High/Low Angle Rescue
 - f. Water Rescue Response

- 1) Shore Water Rescue
 - 2) Surface Water Rescue
 - 3) Swift Water Rescue
7. Hazardous Materials Response
- a. Awareness Level
 - b. Operations Level (Containment/Decontamination)
 - c. Technician Level (Confinement)
8. Weapons of Mass Destruction Responses
- a. Awareness Level
 - b. Operations Level (Containment/Decontamination)
 - c. Technician Level (Confinement)

ANNEX D

(Police/Security Resources and Coordination)

1. **Law Enforcement Equipment:** DoD equipment can be provided to Civilian Law Enforcement Agencies (CLEAs) through lease agreements. Approvals vary depending on the purpose of the request: whether it is for responses to civil disturbances or for other purposes.

a. Civil disturbance: All emergency support to civilian authorities during civil disturbances must be approved by the Secretary of Defense (SECDEF).

b. Other purposes not including arms, munitions: Equipment requested for more than 180 days must be approved through the Office of the Deputy Chief of Staff of the Army and requests for less than 180 days may be approved by the Fort Benning Installation Commander. Lease agreements – For equipment, lease agreements must be established IAW AR 700-131 paragraph 2-9. These agreements are generally pre-coordinated due to the nature of the documentation and approvals. Reimbursement – Agencies must reimburse for all costs related to the lease as outlined in AR 700-131 chapter 5. Reimbursement provisions must be part of the written lease agreement. AR 700-131 para. 5-1 a.(2). See *also* 10 U.S.C. § 277.

2. Law Enforcement Personnel Support:

a. Military to Off-Post - Generally, use of Military Police (MP) and Department of the Army Civilian Police (DACP) off-post is prohibited by law (Posse Comitatus Act 18 U.S.C. § 1385). The purpose of the act – in concert with the Insurrection Act of 1807 – is to limit the powers of the federal government in using federal military personnel to enforce domestic policies within the United States.

b. Off-Post to Military - Pursuant to Title 10, section 2672(g) - Protection of buildings, grounds, property, and persons, the SECDEF may utilize the law enforcement resources of state and local authorities. This use may be memorialized in a formal agreement. The assistance provided to DoD components is subject to reimbursement. 10 U.S.C. 2672(g)-(h). Separate pre-coordinated agreements should be developed to support these types of arrangements.

3. Types of Law Enforcement Support:

a. **Military Working Dog (MWD) Support** – MWDs are generally available under exigent circumstances where loss of life, limb, or property is likely without additional support. This aid can be rendered when the requesting agency has exhausted internal and regional assets and the MWD asset is releasable without causing undue hardship to the military installations mission and security. MWD handlers may not perform direct contact, nor arrest or question the civilian public. The MWD Team (MWDT) should be isolated from the public as much as can practically be done based on the incident. Neither the dog handler nor the MWD shall participate directly in law enforcement

activities and may only provide support. When providing support to CLEAs, MWDTs will be accompanied by a representative from the requesting agency. There is a separate standing agreement for MWD support. If agencies intend to participate in this program, they should enter into this separate pre-coordinated agreement. Reference - IAW DoDI 3025.21 Enclosure 3, paragraph 1.d. See *also* DoDD 5200.31E, paragraph 4.f.

b. Transportation of apprehended suspects and prisoners - Upon notification and verification through the Georgia Crime Information Center/National Crime Information Center (GCIC/NCIC) of an active warrant, the law enforcement agency that entered the information (and verified the information) through the GCIC/NCIC will coordinate with the MP Desk Sergeant or Civil Liaison Officer for transfer of custody.

c. Information Sharing Concerning Service Members - The Fort Benning Military Police (MP) Desk Sergeant (706) 545-5223/5224 will be notified of off-post incidents involving Service Members, DoD Civilians and their family members as subjects, victims, or suspects of a crime in a timely manner that does not impede the investigative process. Military Commanders' interest may necessitate initial contact from the MP Desk to the arresting agency for an initial report; Commanders' interest is driven by unit readiness for conducting operations and training for mission execution. Upon notification of an actual or suspected incident of Domestic Violence or abuse occurring off the installation involving a Service Member, the MP Desk Sergeant will contact Family Advocacy Program/Behavioral Health (FAP/BH). Additionally, the Desk Sergeant will obtain a copy of the Civil Arrest/Incident report for generation of a Law Enforcement Report (LER) or Raw Data File (RDF) IAW the above procedures. The Civil Liaison Officer (706) 545-8480 will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, if not already received by the MP Desk Sergeant.

d. Sharing Law Enforcement Reports - Procedures for transmitting incident and investigation reports and other LE information involving active-duty Service members from local civilian LE agencies to the installation LE office. LE information/incident reports can be sent to the MP Desk Sergeant via Fax at (706) 545-6670. Access to military records needed by a civilian Law Enforcement agency for investigation or prosecution of cases will be made available by the MP Administration Office IAW all applicable laws and regulation. Requests for records should be made through the Police Records Supervisor at (706) 545-2368, who in turn will arrange for the release of the necessary information.

e. Military Police Reporting Procedures -

- 1) MP Desk will receive the report from on and off-post sources and will implement proper notification procedures.
- 2) MP Desk will immediately make a journal entry of the report received.
- 3) Upon receipt of the written police report, the MP Desk will make a blotter

report of the incident.

4) When telephonic notification from a civilian Law Enforcement agency is received, the Civil Liaison will follow up with the civilian Law Enforcement agency to obtain a copy of the initial report.

5) Blotter reports will be followed up by the Department of the Army Form (DA Form) 4833, the Commander's Report of Disciplinary or Administrative Action, which will then be sent directly to the company commander of the military service member.

6) Upon adjudication through civilian courts, the commander will complete DA Form 4833 and return a copy of the report to the Fort Benning Police Records Office. This report will cite all actions taken against or in favor of the military service member and/or family member involved in the off-post incident.

7) Request prior notification of release from civilian custody in order to coordinate whether pick up by Fort Benning Police or release on individual's own recognizance depending on the severity of the offense.

f. **Sex Offender Registry** - Notification of when a Soldier is required to register as a sex offender either through military judicial proceedings or civilian judicial proceedings.

g. **Civilian Protection Orders (CPO)** - Procedures for transmitting CPOs issued by civilian courts or magistrates involving active-duty Service members from local LE agencies to the installation LE office. The Civil Liaison Officer will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, to include designation of the title of the local LE agency recipient of domestic violence and CPO information from the installation LE agency and sharing of information and facilities during the course of an investigation IAW 5 USC 552a (b)(7) (The Privacy Act of 1974).

h. **Military Protective Order** - Procedures for transmitting the Department of Defense Form 2873 (Military Protective Order) from the installation LE office to the local civilian LE agency with jurisdiction over the area in which the Service member resides. The Civil Liaison Officer will contact the civilian court that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available.

i. **Access Control Point (ACP) Closure** - Agencies may be requested to assist with the ACP closure during emergency periods or in case of a special event. In the event of a change of the Force Protection level, there may be significant backups at the Main Gate ACP. These events could cause impacts on the local community to include the complete shutdown of some roadways. During these times local jurisdictions may need to provide Law Enforcement support to assist with traffic control or rerouting of

traffic all together. An emergency access location will be established for local support based on the incident location at the time of the incident.

ANNEX E (References)

1. Title 42 United States Code (U.S.C.) The Public Health and Welfare, Section 1856 – Reciprocal Fire Protection Agreements for the Protection of United States Property
2. Title 10 U.S.C. Armed Forces, Section 2672 – Use of military equipment and facilities
3. Title 10, U.S.C. Chapter 15 – Military Support for Civilian Law Enforcement Agencies
4. Title 10 U.S.C. 2679 – Installation-support services: Intergovernmental Support Agreements
5. Title 15 U.S.C. 2210 – Reimbursement for costs of firefighting on Federal property
6. Title 18 U.S.C. 1385 – Use of Army and Air Force as posse comitatus
7. Title 31 U.S.C. Chapter 65 – Intergovernmental Cooperation
8. Title 42 U.S.C. Chapter 15A – Reciprocal Fire Protection Agreements
9. Department of Defense Instruction (DoDI) 4000.19, Interservice and Intragovernmental Support
10. DoDI 6055.06, DoD Fire and Emergency Services Program
11. DoDI 6055.17, DoD Emergency Management (EM) Program
12. DoDI 7000.14R, Financial Management Regulations
13. Department of Defense Directive (DoDD) 3025.18, Defense Support of Civil Authorities
14. DoDD 3025.21, Defense Support of Civilian Law Enforcement Agencies
15. DoDD 4500.09E, Transportation and Traffic Management
16. DoDD 5200.31E, DoD Military Working Dog (MWD) Program
17. DoDD 5525.21, Protection of Buildings, Grounds, Property, and Persons and Implementation of Section 2672 of Title 10, United States Code

18. Army Regulation (AR) 5-9, Installation Agreements
19. AR 190-12, Military Working Dogs
20. AR 190-45, Army Law Enforcement Reporting
21. AR 420-1, Facilities Management, Chapter 25, Fire and Emergency Services
22. AR 525-27, Army Emergency Management Program
23. AR 700-131, Loan, Lease, and Donation of Army Materiel
24. National Fire Protection Association 1561: Standard on Emergency Services Incident Management System and Command Safety
25. Georgia Emergency Management Agency – Homeland Security Statewide Mutual Assistance Agreement

ADDENDUM

TO

THE MEMORANDUM OF AGREEMENT BETWEEN U.S. ARMY GARRISON, FORT BENNING AND DAWSON COUNTY, FANNIN COUNTY, GILMER COUNTY, HALL COUNTY, LUMPKIN COUNTY, UNION COUNTY, WHITE COUNTY

1. The intent of the addendum is to establish an automatic aid agreement in addition to the above Memorandum of Agreement between U.S. Army Garrison, Fort Benning – Camp Merrill District, GA and the Lumpkin County Fire Department, Dahlonega, GA, regarding fire prevention and firefighting services.

2. Agreements and Responsibilities:

a. Camp Frank D. Merrill Fire Department (CMFD) and Lumpkin County Fire Department (LCFD) mutually agree to an automatic aid response to all calls on and/or near Camp Wahsega Road and within an 8 mile air radius of the main camp. Lumpkin County 911 will tone out CMFD along with LCFD (Medics) automatically for any call for service.

b. On request to a representative of the Camp Frank D. Merrill Fire Department by an authorized representative of the Lumpkin County fire Department, firefighting equipment and personnel of the Camp Frank D. Merrill Fire Department will be dispatched, when available, to any point within the area for which the Lumpkin County Fire Department normally provides fire protection as designated by the representative of the Lumpkin County Fire Department.

c. On request to a representative of the Lumpkin County Fire Department by a representative of the Camp Frank D. Merrill Fire Department, firefighting equipment and personnel of the Lumpkin County Fire Department will be dispatched, when available, to any point within the firefighting jurisdiction of the Camp Frank D. Merrill Fire Department.

d. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

e. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.

(2) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

(3) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Lumpkin County Fire Department normally provides fire protection, the Chief of the Camp Frank D. Merrill Fire Department or his representative may assume full command upon arrival at the scene of the crash.

(4) Both parties agree to implement the National Incident Management System during all emergency responses on and off Camp Frank D. Merrill in accordance with Homeland Security Presidential Directive (HSPD)-5.

(5) Incident Safety Officer (ISO). ISO responsibilities shall be accomplished at all incidents and during training evolutions involving fire. When responding off Camp Frank D. Merrill, the senior fire officer will appoint an ISO to observe Army operations if the ISO is not already appointed by the Incident Commander (IC). If unsafe conditions are observed or encountered by Camp Frank D. Merrill Fire Department personnel, the ISO will mitigate the condition and inform the IC. Camp Frank D. Merrill Fire Department Firefighters that respond off-base will include one individual with the Department of Defense Certification of Fire Officer 1.

f. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance of this agreement, except those as stated in paragraph 6(f) of this agreement. This agreement does not prohibit claims authorized under 15 U.S.C. 2210.

g. The Fire Chief Officer and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills/training.

h. The technical heads of the fire department of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

i. All equipment used by the Lumpkin County Fire Department in carrying out this agreement will be owned by the Lumpkin County Fire Department; and all personnel acting for the Lumpkin county Fire Department under this agreement will be an employee of the Lumpkin County Fire Department.

j. This agreement shall become effective upon the date hereof and remain in full force and effect until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty days notice of said cancellation.

k. The obligation of the United States Army under this agreement are contingent upon and subject to the availability of appropriated funds for the purposes herein specified.

DAVID WIMPY
EMA, EMS Director/Fire Chief
Lumpkin County Fire Department
Dahlonega, Georgia

(Date)

COL MATTHEW SCALIA
U.S. Army Garrison Commander
Fort Benning, Georgia

(Date)

TIMOTHY SEIGAL
Fire Chief
Fort Benning Fire Department
Fort Benning, Georgia

(Date)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance

Work Session: 3/19/2020

Prepared By: Vickie Neikirk

Voting Session: 4/2/2020

Presenter: Vickie Neikirk

Public Hearing: Yes No

Agenda Item Title: Write off of bad debt of Transfer Station account

Background Information:

Rakestraw Sanitation has been a regular customer since 2018. They were the disposal company for the City of Dawsonville. They lost that contract and last year their account became past due and attempts were made to collect the past due amount. The owner made promises they would pay and/or set up a payment plan, but that did not occur. After we were unable to obtain payment, Jarrard & Davis was contacted and they were not able to collect either.

Due to the cost of legal fees and potential litigation, it is in the best interest of the County to write off this bad debt. Total amount owed is \$9,898.76

This customer is not allowed to dump at the transfer station. Past due invoices and the letter sent to Rakestraw are included in the package.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion:

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 3/11/2020

County Manager Authorization: DH

Date: 3/11/2020

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY FINANCE DEPARTMENT

February, 22 2019

Ms. Patricia Hamby,
Rakestraw Sanitation
4065 Browns Bridge Rd
Cumming, GA 30041

Re: Past due invoices for Dawson County Transfer Station

Dear Ms. Hamby,

According to our records, the following invoices are past due:

Invoice Date	Invoice Number	Invoice Amount	Description	Notes
11/14/18	11518	\$4,260.84	October bulk drop-off fees	70 days past due
12/13/18	11534	\$2,765.84	November bulk drop-off fees	41 days past due
01/07/19	11544	\$2,872.08	December bulk drop off fees	16 days past due

Copies of these invoices have been enclosed for your reference.

Despite verbal and written requests for payment your account still remains outstanding. Until paid in full your credit account with the Dawson County Transfer Station has been suspended. Please arrange payment of this account today, or if you cannot make full payment at this time, please contact us to make a payment arrangement that is mutually acceptable. If we have not received payment, or made other arrangements by March 8, 2019 we will pursue attempts to collect up to and including legal action.

If you have any questions, please do not hesitate to contact me (706) 344-3501 ext. 42253 or tyoung@dawsoncounty.org

Your attention to this matter is greatly appreciated.

Tiffany Young
Dawson County Government

Vickie Neikirk
Chief Financial Officer

Accounting

Accounts Payable

Accounts Receivable

Budget

Grant Administration

Payroll

Purchasing

Dawson County
Government Center
25 Justice Way, Suite 2214
Dawsonville, GA 30534
Phone 706-344-3501
Fax 706-531-3504



Dawson County BOC

25 Justice Way, Suite #2214
Dawsonville, GA 30534

(706) 344-3501
Fax: (706) 344-3504

INVOICE

Invoice Number: 11518
Invoice Date: 11/14/18

Billing Address:

Company: RAKESTRAW SANITATION
Name: PATRICIA HAMBY
Address: 4065 BROWNS BRIDGE RD
City/State/Zip CUMMING, GA 30041

Date	Description	Amount
10/31/18	BULK DUMPING FEES - OCTOBER 2018	\$ 4,260.84
Total:		\$ 4,260.84

Notes: DUE ON 12/05/2018



Dawson County BOC

25 Justice Way, Suite #2214
Dawsonville, GA 30534

(706) 344-3501
Fax: (706) 344-3504

INVOICE

Invoice Number: 11534
Invoice Date: 12/18/18

Billing Address:

Company: RAKESTRAW SANITATION
Name: PATRICIA HAMBY
Address: 4065 BROWNS BRIDGE RD
City/State/Zip CUMMING, GA 30041

Date	Description	Amount
11/30/18	BULK DUMPING FEES - NOVEMBER 2018	\$ 2,765.84
Total:		\$ 2,765.84

Notes: DUE ON 01/08/2019



Dawson County BOC

25 Justice Way, Suite #2214
Dawsonville, GA 30534

(706) 344-3501
Fax: (706) 344-3504

INVOICE

Invoice Number: 11544
Invoice Date: 01/07/19

Billing Address:

Company: RAKESTRAW SANITATION
Name: PATRICIA HAMBY
Address: 4065 BROWNS BRIDGE RD
City/State/Zip CUMMING, GA 30041

Date	Description	Amount
12/31/18	BULK DUMPING FEES - DECEMBER 2018	\$ 2,872.08
Total:		\$ 2,872.08

Notes: DUE ON 01/28/2019

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: Department of Family and Children Services _____

Name Jennifer Wright _____

Home Address: 19 Tucker Ave. _____

City, State, Zip : Dawsonville, GA 30534 _____

Mailing Address (if different) _____

City, State, Zip _____

Telephone Number 706-344-3535 ext. 20191 Alternate Number _____

Fax Telephone Number 706-344-3537 _____

E-Mail Address : Wright@Dawsoncountysheriff.org _____

Additional information you would like to provide:

Signature J. Wright _____ Date 3/1/2020 _____

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