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

NEW BUSINESS

- 1. Presentation of Request for Approval of FY 2020 State Public Defender Contract- Public Defender Brad Morris
- 2. Presentation of Memorandum of Understanding with Georgia Forestry Commission Concerning Cooperative Purchasing and Supplies- Emergency Services Director Danny Thompson
- 3. Presentation of Renewal of Automatic Aid Agreement with Cherokee County Fire Department- Emergency Services Director Danny Thompson
- <u>4.</u> Presentation of Legal Services for Dawson County Constitutional Officers / Elected Officials / County Employees- Purchasing Manager Melissa Hawk
- 5. Presentation of Board Appointment:
 - a. Planning Commission (Alternate, District 4)
 - i. Austin Harmon- appointment (November 2019 through December 2020)
- 6. County Manager Report
- 7. County Attorney Report

*Executive Session may follow the Work Session meeting.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: P	<u>UBLIC DEFEN</u>	DER			Work Ses	sion: <u>10/17/19</u>
Prepared By: <u>I</u>	SABEL CHAVE	Z			Voting Ses	sion: <u>11/7/19</u>
Presenter: BR	AD MORRIS, P	UBLIC DEFEN	<u>DER</u>	Public Hea	ring: Yes X	_ No
Agenda Item T	itle: REQUEST	FOR APPROV	/AL OF FY 2020	STATE PUBLI	C DEFENDER	CONTRACT
Background In	formation:					
office starte administrativ	d operating in e assistant as cost of emplo	n January 200 state employee	GPDC since the 05) for the GF es via a contract forth in Attach	PDC to emplo	y one attorne covers the two	y and one employees'
Current Inform	ation:					
The contract	renews the a	agreement betw	et has been req veen Dawson (endar year 2020	County and the		
Budget Informa	ation: Applical	ole: Not	Applicable:	Budgeted:	Yes <u>x</u>	No
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	2800	571001-000	\$187,311.00	\$187,311.00	\$187,311.00	0
Recommendat	ion/Motion: <u>Mo</u>	ve to approve th	ne 2020 Contrad	ct with the GPD	<u>C.</u>	
Department He	ead Authorization	on:			Date:	
Finance Dept.	Authorization:	Vickie Neikirk			Date: <u>10/9</u>	<u>9/19</u>
County Manag	er Authorizatio	n: <u>DH</u>			Date: <u>10/9</u>	<u>9/19</u>
County Attorne	ey Authorization	n:			Date:	
Comments/Att	achments:					
	IE NORTHEAST		AGREEMENT BE IRCUIT AND THI			

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, 2nd 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.

- For cause. This agreement may be terminated for cause, in whole or in part, at any time by (b) 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 5th 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 Commissioner

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 15th 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.

	NORTHI	EASTERN CIR	CUIT PUBL	IC DEFENDE	ROFFICE										
		AT	TACHMEN'	ТВ											
	PROPOSED BUDGET: Calendar Year 2020														
Nama	Name Title Salary FICA Retirement Health Insurance Unemployment Amount														
Name	Tiue	Salary	7.65%	24.66%	30.454%	\$31 each	Amount								
Hoffer, William David	DC, Local Officer (SD)	¢ 70.925.29	\$ 6,107.40	¢ 10.697.29	¢ 24.212.04	¢ 21.00	\$ 129,974.10								
monet, william David	PS. Legal Officer (SP)	\$ 19,033.20	\$ 0,107.40	\$ 19,687.38	\$ 24,313.04	\$ 31.00	\$ 129,974.10								
· ·	TS:Office Admin Generlist (WL)	· ·	*	\$ 19,087.38	\$ 24,313.04 \$ 8,485.04	·	\$ 129,974.10 \$ 45,380.05								

CurrentPersonnel\$ 178,391.12Adm Fee (5%)\$ 8,919.56Total\$ 187,310.68

			NORTH	EAST	ERN CIR	CUIT	PUBLIC DE	FENDER OF	FI	CE					
	PROPOSED BUDGET: Calendar Year 2020														
Name	Title	C	rrent Salary	20/.	Increase	Dov	rised Salary	FICA	R	etirement	H	ealth Insurance	Uı	nemployment	Amount
Name	Title	Cu	Trent Salary	270	Wevised Salary		7.65%		24.66%	29.454%			\$31 each	Amount	
Hoffer, William David	PS: Legal Officer (SP)	\$	79,835.28	\$	1,596.71	\$	81,431.99	\$ 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	\$	28,419.08	\$ 2,174.06	\$	7,008.14	\$	8,370.55	\$	31.00	\$ 46,002.84
Total		\$	107,697.12	\$	2,153.94	\$	109,851.06	\$ 8,403.61	\$	27,089.27	\$	32,355.53	\$	62.00	\$ 177,761.47

Personnel Adm Fee (5%) Total

Current	I	Proposed	Di	fference
\$ 178,391.12	\$	177,761.47	\$	629.65
\$ 8,919.56	\$	8,888.07	\$	31.48
\$ 187,310.68	\$:	186,649.55	\$	661.13

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 1st 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.

Thisday 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
Assist. Public Defender I	\$ 70,383.72	\$ 13,764.39	\$ 190.91	\$ 4,170.61	\$ 5,264.88	\$ 722.63	\$ 94,497.14
Investigator	\$ 54,034.55	\$ 10,614.46	\$ 147.22	\$ 3,216.18	\$ 4,060.03	\$ 557.26	\$ 72,629.70
TOTAL							\$ 167,126.84
HALF COST FOR DAWSON							\$ 83,563.42

4 quarterly installments : \$ 20,890.85



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUB	LIC DEFEN	DER			Work Ses	sion: <u>11/7/19</u>
Prepared By: <u>ISA</u>	BEL CHAVE	Z			Voting Ses	sion: <u>11/7/19</u>
Presenter: <u>BRAD</u>	MORRIS, P	UBLIC DEFENI	<u>DER</u>	Public Hea	ring: Yes X	_ No
Agenda Item Title EMPLOYEES.	: REQUEST	TO USE SURF	PLUS FUNDS T	O COVER 9 FU	RLOUGH DAY	S FOR STATE
Background Infor	mation:					
Dawson County started operatir assistant as Sta of employment State employee employees who	ng in Januar te employee as set forth es have 4%	y, 2005) for th s via a contract in Attachment I furlough cut t	e GPDC to em . The contract of the State O	ploy one attori covers the two e Contract, and a	ney and one a employees' sala 5% manageme	dministrative ries and cost ent fee. Our
Current Information	on:					
The Refund fror associated with this calendar ye of \$27,814.42	Robert McN ar with a surp	eil's retirement blus. The surplu	a. A projection was is sufficient to	vas done and fo absorb all (9) f	und that our cir urlough days. In	rcuit will end the amount
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	2800	571001-000	\$187,311.00	\$187,311.00	\$187,311.00	0
Recommendation	/Motion: <u>Mov</u>	ve to use surplu	ıs funds to abso	rb the (9) furlo	ugh days for sta	te employees
Department Head	l Authorizatio	on:			Date:	
Finance Dept. Au	thorization: _				Date:	
County Manager	Authorizatior	n:			Date:	
County Attorney A	Authorization	:			Date:	
Comments/Attach	nments:					
See attached wo	orksheet Proj	ection for Cale	ndar year 2019.			

											_					C DEFEND r Year 2019					-					
Account		Jan-19		Feb-19		Mar-19	A	Apr-19		May-19		Jun-19	T	Jul-19	loa	Aug-19		Sep-19		Oct-19		Nov-19	_	Dec-19	T	1 Dec 201
201001	S	2,276.30	S	2,367.37	5	2,321.82	5	2,321.82	5	8,974.76	\$	8,974.76	5	8.974.76	S	8,974.76	8	8,974.76	0	8.974.76	6	8,974.76	-		1.0	rand Tota
02001	S	7,826,97	5	9 9	S		S	2.0	5		5	11	S	70	5	450000		22.4.00		4,5,4,10	3	0,774.70	3	8,974.76	2	81,085.3
14901	\$	626.40	\$	146,78	5	143.95	S	143.95	S	556.44	5	556.43	S	556.44	5	556.43	5	556.44	3	556.44	3	****	3	200	2	7,826.9
14002	5	146.50	5	34.32	5	33.67	5	33.67	S	130.13	5	130.14	10	130.13	6	130.13		130.14	3	30000000	3	556.44	3	556.44	S	5,512.5
15001	5	495.78	5	515.62	5	505.70	S	505.70	5	1.954.72	5	1.954.72	10	1.942.14	0	0	3	4 - 14 - 15 - 15 - 15 - 15 - 15 - 15 - 1	3	130.14	3	130.14	2	130,14	\$	1,289.2
15002	S	68.28	s	68.97	S	69.66	5	69.66	5	269.24	10.70	269.24	2	- Control (1)	3	1,942.14	3	1,942.14	2	1,942.14	2	1,942.14	5	1,942.14	5	17,585.00
16001	5	3,076.85	5	720.96	5	707.08		707.08		2.733.16	3	200,24	3	269.24	3	269.24	3	269.24	2	269,24	S	269.24	S	269.24	\$	2,430.49
Grand Total	5	14.517.08	5	3,854.02	S		4 1	3.781.88	-			11.007.00	5	2,643.42	5	2,643.42	5	2,643.42	S	2,643,42	S	2,643.42	S	2,643.42	5	23,805.65
771110 1 101111	1.4	17,217,00	,	2,024,02	3	3,701,00.1	3 .	3,/81.88]	3	14,618.45	2	11,885.29	2	14,516.13	S	14,516,12	S	14,516.14	5	14,516.14	S	14.516 14	5	14.516.14	18	139,535.4

Monthly Budget \$ 14,865.93 \$ 14,865.93 \$ 14,865.	93 \$ 14,865.93 \$ 14,865.93 \$	14,865.93 \$ 14,865.93 \$ 1	14,865.93 \$ 14,865.93 \$	14,865.93 \$	14,865.93 S	14.865.93 \$ 178.391.12
Monthly Payton 5 (14,217.08) 5 (3,854.02) 5 (3,781.	88) 5 (3.781.88) \$ (14,618,45) \$ ((11.885.29) \$ (14.516.13) \$ (1	14 516 12) S (14 516 14) S	/14 516 1A) C	CLISIC IN C	
Difference \$ 348.85 \$ 11,011.91 \$ 11,084.	05 \$ 11.084.05 \$ 247.48 \$	208061 6 210.00 6	240.01 0 240.00 0	114,010,141	(14,210,14) 3	(14,516.14) \$ (139,535.41)
AND THE PARTY OF T	241140 0	2000,04 3 343,00 3	349.01 3 349.79 3	349.79 5	349.79 S	349.79 S 38.855.71

O'Neill Payout
5 10,809,36 Annual Leave
5 18,813.39 Forfeited Leave
5 29,622,75 Total

Revenue	S	178,391,12	
Add: CY 18 Rollover	S	19,791,90	*To cover O'Neill leave payout
Less: Projected Payrol	S	(139,535,41)	
Less: O'Neill Forfeited Leave	S	(18,813,39)	
Projected Balance	S	39,834,22	

(9) Furlough Days 5 27,814,42



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: <u>E</u>	mergency Serv	<u>vices</u>			work Sess	sion: <u>10.17.19</u>
Prepared By: !	Danny Thomps	<u>son</u>			Voting Sess	sion: <u>11.07.19</u>
Presenter: Da r	nny Thompson	<u>1</u>		Pub	olic Hearing: Ye	es No <u>X</u>
Agenda Item 7	Title: MOU Geor	rgia Forestry				
Background In	nformation:					
successful p Dawson Cou and trucks, a	unty Fire & Emeroartnership for runty has enjoye at a reduced cound interface firestation:	many years. The the success so the success so the success out the year	ne previous MO of purchasing a rs. Subsequentl	DU was signed and operating Gly, this agreeme	in 2016 by bot Georgia Forestry	h agencies. y equipment
	new the previou enewed again in	-	om 2016. This i	new agreement	will be for 3 ye	ears and will
_	nation: Applicab					
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
Recommenda	tion/Motion: Ap	prove agenda i	item			
Department H	lead Authorization	on: <u>DT</u>			Date: 10.3	3.19
Finance Dept.	. Authorization: \	Vickie Neikirk			Date: <u>10/9</u>	<u>)/19</u>
County Manag	ger Authorizatior	n: <u>DH</u>			Date: <u>10/9</u>	<u>)/19</u>
County Attorne	ey Authorization	n:			Date:	_
Comments/Att	tachments:					

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 <u>Saved As</u> 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 <u>NOT</u> use Radio Call Signs/Identifiers on the <u>ADDENDUM</u>. 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 <u>ADDENDUM</u>. (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 <u>Friday, November 8th</u>, <u>2019.</u> 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	, <u>2019_</u> , t	y and between the
GEORGIA FORESTRY COMMISSION, an agency of the	State of Georgia, herein	after referred to a	s "COMMISSION,"
and the Dawson County Fire Department	, hereinafter refer	red to as "COOPE	RATOR."
Because of the intermingling of structures and wild	land fuels in areas of D	awson	County, Georgia
the objectives of the two above-mentioned organizations ar	e inseparable, to minimi	ze the loss of life	and property as a
result of uncontrolled fire. The purposes of this document a	re:		

- 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 <u>listed on the ADDENDUM</u>, which is State of Georgia or Federal Excess property, <u>may not be sold, junked or traded, but must be returned to the COMMISSION for final disposition</u>. 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 <u>listed on the ADDENDUM</u> 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 COOPEATOR 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

Dispatching:

- a) The COMMISSION will dispatch a crew to any known forest/brush/grass/etc. fire, or to <u>any</u> 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 <u>any</u> 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 Sich 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

	GEORGIA FORESTRY COM	MISSION		
AREA		arily all lands within the county, private and		
COVERED	public, county and state owned and federal lands			
	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 d	lesignee.		
RESOURCES:	Equipment: (List # Tractor/Plow Suppression	Wildland Fire Suppression Positions: (List		
	Units, Type 6 Engine(s), Type 7 Engines(s),	by title ; (example: Chief Ranger, # of Ranger 1,		
	Other Suppression Equipment (not radio call	Supplemental FF, Forester who are available		
	signs). Provide Make, Model, Year and GFC#)	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			
	Type 7 Engine -Ford F 550, 2009 GfC#2129	1 705		

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.)

	FIRE DEPARTMEN	T/COOPERATOR		
AREA COVERED		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.		
INFORMATION	Equipment: (List each vehicle, pump, tank, piece of equipment, supplies, etc owned and/or loaned by the GFC to the Fire Department. Includes State and Federal Excess Property that appears on GFC asset property inventory—(not Fire Fighter Property or supplies reimbursed by the COOPERATOR to the COMMISSION). Provide make, tank size, model, pump engine size, GPM of pump, and GFC# of each.		Personnel:(Total number of fire department personnel, does not require personnel names)	
Description	GFC Property #	AG # (if Federal Property)		
PRIMITED	46460		# CD : 1	
Plump	5574066		# of Paid Personnel:	
Tank	6\$5\$7		r ersonner.	
Plump	5574099		# of Volunteer	
Tiruelk	422011887		Personnel:	
Tiruetk	4220901P()		# of Wildland Fire Qualified Personnel (both paid and volunteer):	

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: E	Emergency Serv	<u>vices</u>		Work Session: 10/17/19		
Prepared By: <u>I</u>	Danny Thomps	<u>son</u>		Voting Session: <u>11/07/19</u>		
Presenter: <u>Daı</u>	nny Thompson	<u>1</u>		Public Hearing: Yes No		es No <u>X</u>
Agenda Item T	Title: Automatic	: Aid Agreemer	<u>ıt Cherokee Fi</u>	<u>re</u>		
Background In	iformation:					
communities protection for coverage of	d Cherokee courts in the event of counties this area. Che unty residents.	of a structure fires. This agree	re. Both areas i ment aids Dav	identified in the wson County s	agreement has specifically rela	ve rural fire ited to ISO
Current Inform	nation:					
important to each county	d agreement wa renew this agre will dispatch. E tt, the agreemen	eement. Two ch Both chiefs have	nanges have be e agreed that a	een made: in pa an engine and o	aragraph 4, it o chief officer will	outlines what I respond to
	ation: Applicab				,	•
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
Recommenda	tion/Motion: Ap r	prove agenda i	tem			
Department H	epartment Head Authorization: <u>DT</u> Date: <u>10.3.19</u>		<u>3.19</u>			
Finance Dept.	ance Dept. Authorization: Vickie Neikirk Date: 10/9/19		<u> 3/19</u>			
County Manag	ounty Manager Authorization: DH Date: 10/9/19		<u>3/19</u>			
County Attorne	nty Attorney Authorization: Date:		_			
Comments/Att	achments:					

AUTOMATIC AID AGREEMENT

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".

WITNESSETH

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 Ill, 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 part y, 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

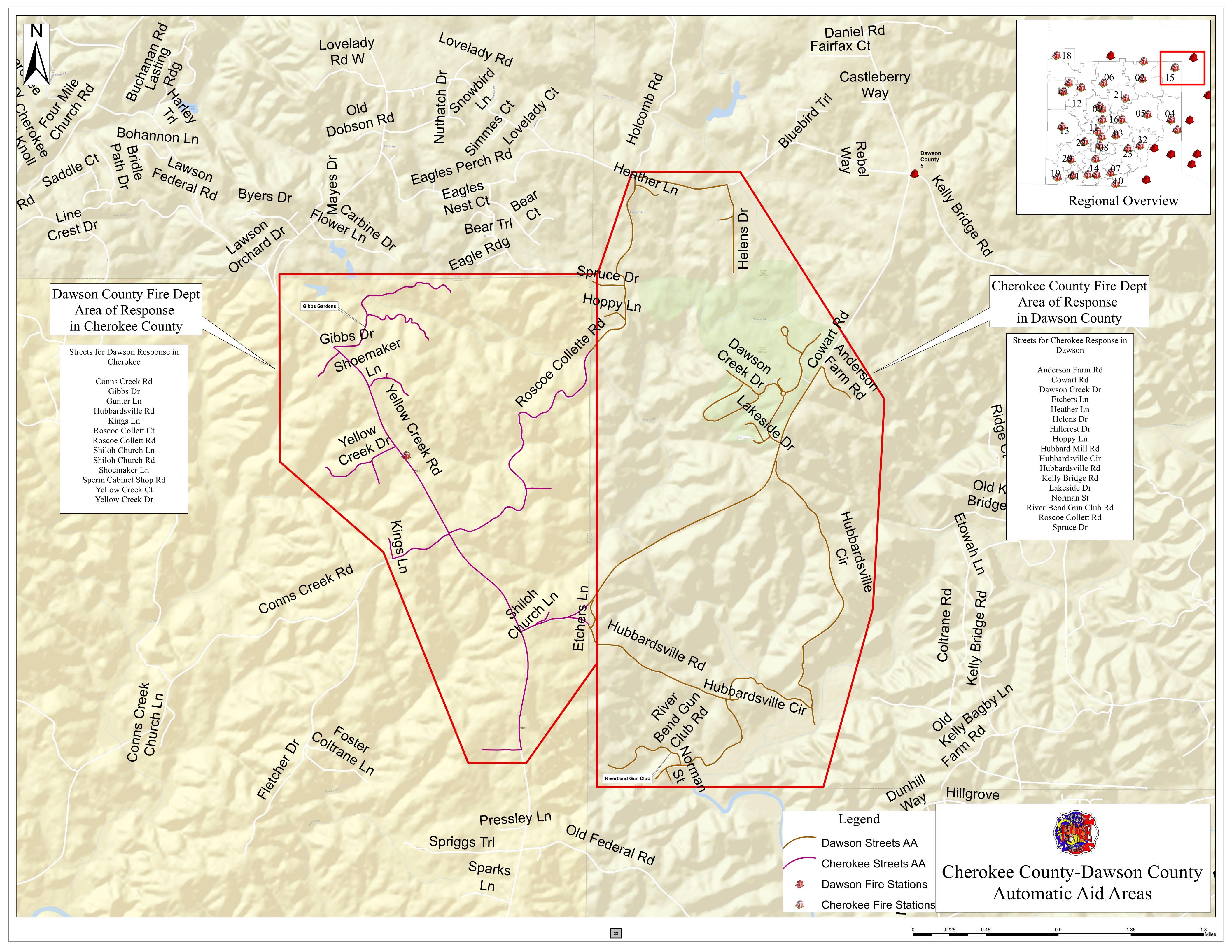
This agreement shall renew automatically for additional terms of one (1) year from the effective date unless terminated in writing by a party in accordance with Section VIII of this Agreement.

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.

APPI	ROVED by the C	herokee County Board of Co	ommissioners
this _	day of	, 2019.	
Signe	d On Behalf of C	nerokee County, Georgia:	
Ву:	HARRY B. JOH	NSTON, Chairman	Date
Attest	:: CHRISTY BLA	CK, County Clerk	Date
	ROVED by the D	awson County Board of Con, 2019.	mmissioners
<u>Signe</u>	d On Behalf of D	awson County, Georgia:	
Ву:	BILLY THURM	OND, Chairman	Date
Attest	:: KRISTEN CLO	UD. County Clerk	Date





DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Co	ounty Manager				Work Session	n: <u>10/17/2019</u>
Prepared By: M	lelissa Hawk				Voting Session	n: <u>11/07/2019</u>
Presenter: Meli	ssa Hawk			Pu	ıblic Hearing: Ye	es <u>x</u> No
Agenda Item T Employees	itle: <u>Legal Ser</u>	vices for Daws	son County Co	nstitutional Of	ficers/Elected C	officials/County
Background Inf	ormation:					
legal services for 12, 2019, a con	or a period of sixt ntract amendme	ty (60) days per t	he executed agre to extend the a	eement betweer greement throu	Jarrard & Davis, LI n the two parties. Igh December 31,	On February
Current Informa	ation:					
continued lega for said service services now to to Jarrard & Da	services to beging services to beging services to be some that a convision of the same that a convis, LLP, at same	n January 1, 2020 Advertise and hi ontract to begin b	o, through Decen re a full-time cou by January 1, 202 and conditions, to	nber 31, 2020. T unty attorney; 2 20, is executed o begin January 2	e its desired path the three (3) meth) Release a RFP to or 3) Offer an exte 1, 2020, through I time period.	ods to ensure procure legal nsion request
Budget Informa	tion: Applicabl	e: x Not Applic	able: _ Budge	ted: Yes <u>x</u> No	_	
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	ension request	to Jarrard & D	avis, LLP, at s	-	onal exemption erms and condit	
Department He	ad Authorization	n: <u>David Headl</u>	<u>ey</u>		Date: <u>09/2</u>	<u>26/2019</u>
Finance Dept. A	Authorization:	Vickie Neil	kirk	Date:10/9/19		
County Manage	ounty Manager Authorization:DH Date: 10/09/19		09/19			
County Attorne	y Authorization:				Date:	<u> </u>
Comments/Atta	chments:					

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 <u>Planning</u>
Name Austin Harmon
Home Address 201 Dowson Forest Rd E
City, State, Zip Dowson Ville GA 30534
Mailing Address (if different)
City, State, Zip
Telephone NumberAlternate Number
Fax Telephone Number
E-Mail Address
Additional information you would like to provide:
Experience Provided - See Attached
Signature Anthi V. Hu. 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

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. 3rd 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 asses 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

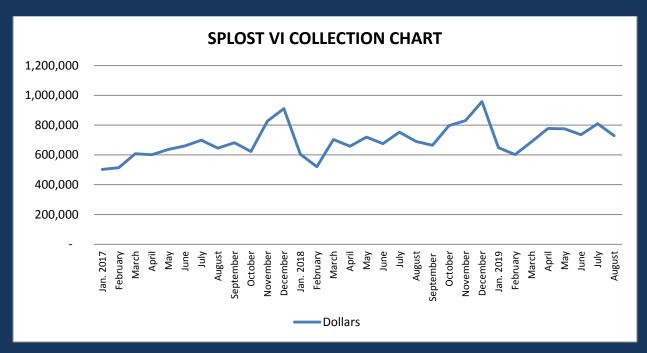
PMP Certification 2005-2008

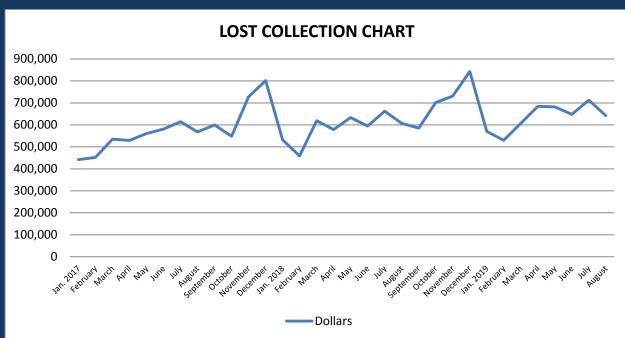
Six Sigma Green Belt (Cox Communications)

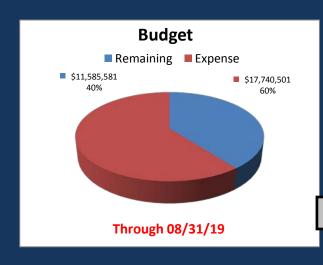
Business Requirements Creation

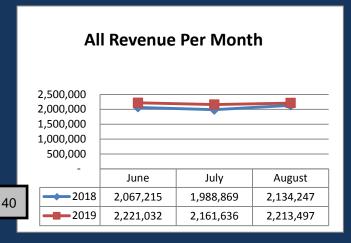


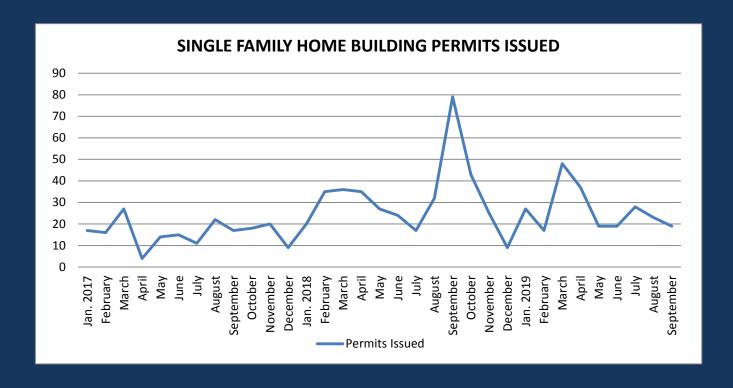
Key Indicator Report September 2019

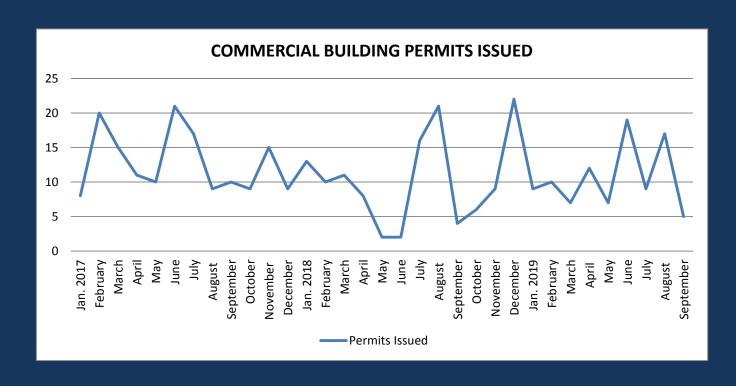


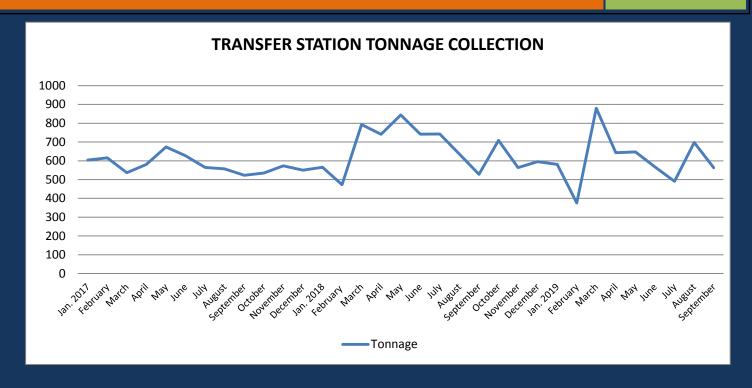


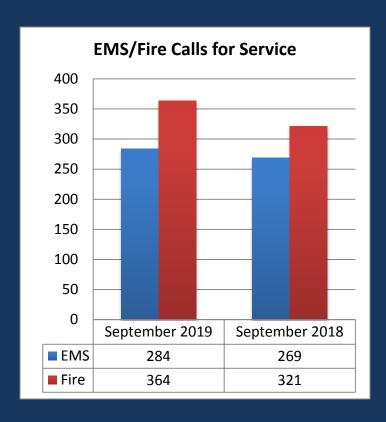


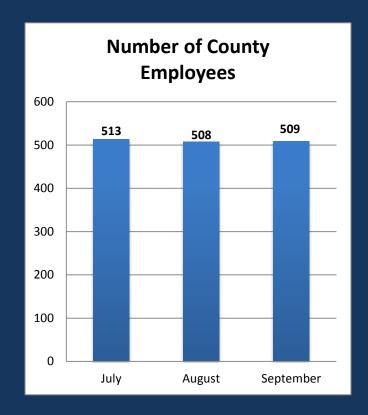


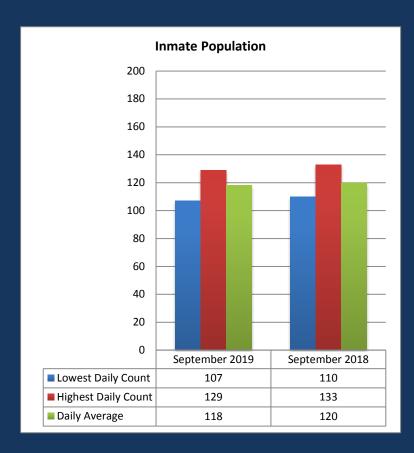


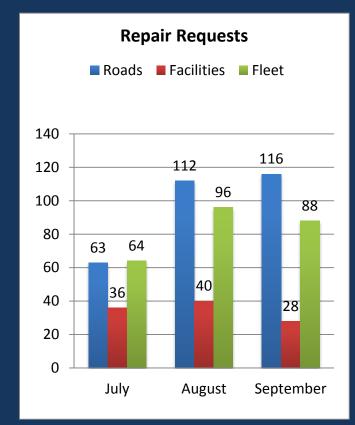














Elections/Registrar Monthly Report - September 2019

New Applications/Transfers In: 251

Changes/Duplicates: 270

Cancelled/Transferred Out: 207

Total Processed: 728

HIGHLIGHTS

Voter Registration Projects:

- Process daily applications and new street information into the voter registration system.
- Internal audit of overlapping streets into surrounding counties is complete.
- October 7, 2019 voter registration cutoff. Once all additions/changes have been made a city voter list will be
 forwarded to the city to approve or make necessary changes prior to the November election, as required by
 law.

Elections Projects:

Municipal General & BOE Special Election- ESPLOST VI – November 5, 2019

Municipal Qualifying: August 19-22, 2019 (Mayor & 2 city council seats)

Voter Registration Cutoff: October 7, 2019

Advance Voting: October 14-November 1, 2019

- "Boot Camp" training for the new election equipment was held in Calhoun, Ga October 1st & 2nd, 2019. The whole northern section of the state attended this training. This is the first of two trainings that we are aware of at this time.
- The initial "demo" set of the new equipment has arrived and training in process with staff.
- Daily emails, weekly webinars and phone calls from the State Election Office in reference to all necessary information feed relating to the new voting system.
- Ballots have been received in preparation for the November 5, 2019 Municipal General/Special Election. Mailing to begin on October 14, 2019.
- Daily task list being checked off for the upcoming November 5, 2019 Municipal General/Special Election.

Highlights of plans for upcoming month:

- Poll Worker training for Advance Voting & Day of Election voting has been scheduled.
- Logic & Accuracy Testing of election equipmer he November election in progress.
- Advance Voting preparation and setup in progenies begin in person voting October 14, 2019.
- Board of Elections & Registration monthly meeting October 16, 2019 at 9:30 @ The Chappell Building.



<u>Dawson County Emergency Services Monthly Report – September 2019</u>

Fire Responses	JUL	AUG	SEP	EMS Responses	JUL	AUG	SEP		EMS Re	evenue
2017	306	300	328	2017	269	267	243	2018	SEP	\$73,254
2018	309	264	321	2018	244	211	269	2019	SEP	\$ 66,712
2019	354	312	364	2019	289	245	284		8.93% d from la	ecrease st year

Plan Review and Inspection		Business Inspections Total				
	Revenue Total	Final Inspections	Annual & Follow Up Inspections			
County	\$3,672.00	28	105			
City	\$400.00	6	12			

HIGHLIGHTS: Dawson County Emergency Services Projects						
Training Hours Completed by Staff	452.10 hours	Fire Investigations	3			
PR Detail	4	CPR Training per Individual	5			
Smoke Detector Installations	3	Stop the Bleed Training per Individual	0			
Search & Rescue	1	Child Safety Seat Installations	5			
Swift Water Rescue	0	Plan Reviews	14			

Types of Fires Total – 15						
(11) 111-118: Structure Fire Building, Cooking, Chimney- Flue, Incinerator, Fuel Burner-Boiler	3	(14) 141-143: Natural Vegetation Fire Forest, Woods, Wildland, Brush, Grass	5			
(12) 121-123: Fire in Mobile but Fixed Structure Mobile Home, Motor Home, RV, Camper, Portable Building	0	(15) 151-155: Outside Rubbish Fire Rubbish, Trash, Waste, Dump, Landfills, Dumpsters	2			
(13) 131-138: Mobile/Vehicle Property Fire Passenger, Road Freight, Transport, Rail, Water Vehicles, Aircraft, Campers/RV, Off Road Vehicles, Heavy Equipment	5	(16) 161-164: Special Outside Fire Storage, Equipment, Gas/Vapor, Mailbox	0			

Total Water Usage – 28,700 gallons						
Etowah Water	25,600 gallons	Pickens	0 gallons			
City of Dawsonville	3,100 gallons	g Canoe	0 gallons			

GEORGIA FORESTRY COMMISSION





DAWSON / FORSYTH COUNTY FORESTRY UNIT

ANNUAL REPORT

FY 2019

GEORGIA FORESTRY
COMMISSION VISION

Healthy, sustainable forests providing clean air, clean water and abundant products for future generations.

GEORGIA FORESTRY COMMISSION MISSION

The Georgia Forestry Commission provides Leadership, Service, and Education in the Protection and Conservation of Georgia's Forest Resources.

FORESTRY IN GEORGIA AND IN DAWSON COUNTY

Forestry in Georgia continues to be the leading industry in the state directly or indirectly resulting in nearly \$30 billion to Georgia's economy, and a close second when considering compensation to employees and proprietors.

Of Georgia's 37 million acres, 24.2 million acres are considered to be forest land available for forest management purposes. Private non-industrial landowners own 59% of this land with forest industry controlling 15% and local, state and federal government owning 8%, and the remaining owned by private corporations.

Dawson County is comprised of 135,100 acres with 79,433 acres being identified as commercial forest land.

DAWSON COUNTY UNIT

The Georgia Forestry Commission along with other State and local governmental bodies has experienced numerous budget cuts over the last

several years. The result has been a reduction statewide in the workforce since 1991. Even so, the Georgia Forestry Commission continues to lead all other state forestry agencies in the Southeast in wildland fire suppression. Georgia experienced 2589 fires statewide burning 14,227 Acres this fiscal year 2018.

Georgia law provides that every County shall pay \$0.10 per forested acre to provide for protection from Wildfire. This amount was changed in 2010 through passage of a legislation to allow the GFC to change from \$0.04 to \$0.10 per acre. This is the first increase since 1967. The monies paid by Dawson County to the State of Georgia for these purposes provide taxpayers of Dawson County:

- 2 full time employees, and part time TDL positions
- 2 truck / tractor plow suppression units
- 1 Type 6 Wildland Fire Engine
- 1 Type 7 Wildland Fire Engine

Dawson County Unit 4500 Highway 53 East



Dawson Unit personnel: Wesley Sisk Chief Ranger Tommy Adams, Chase Smith-Glen Maxim - County Forester

Rangers

The Dawson Unit has 2 tractor plow units and one Type 6 and Type 7 Engine that respond to wildland fires and additionally are available to plow pre-suppression firebreaks or assist Dawson County landowners with control burns.





Fixed wing aircraft are assigned to fly wildfire detection flights every day that local conditions are conducive to fire activity. The Georgia Forestry Commission has (3) helicopters equipped with buckets staged at the State headquarters, and Waycross District Office that are available to suppress fires in Dawson County when needed.

SERVICES PROVIDED BY GFC COUNTY UNIT PERSONNEL

• Fire Suppression

During FY2019 personnel responded to 5 fires with the largest fire acreage totaling 9 acres. This was a fairly inactive year for wildfires. Fire Predictions for FY2020 are calling for above average fire behavior with dryer conditions.

County = Dawson	Cause	Fires	Acres	Fires 5 Yr Avg	Acres 5 Yr Avg
Campfire	Campfire	0	0	2.2	5.5
Children	Children	0	0	.6	0.85
Debris Ag Fields,pastures,Orchards	Debris Ag Fields,pastures,Orchards	0	0	0	0
Debris: Escaped Prescribed Burn	Debris: Escaped Prescribed Burn	0	0.00	0.40	2.00
Debris Household Garbage	Debris Household Garbage	0	0	.2	.08
Debris: Residential, Leafpiles, Yard, Etc	Debris: Residential, Leafpiles, Yard, Etc	2	.23	1.80	1.16
Debris: Site Prep - Forestry Related	Debris: Site Prep - Forestry Related	0	0	0.8	0.27
Incendiary	Incendiary	3	9.80	.80	0.43
Machine Use	Machine Use	0	1.69	.6	1.06
Miscellaneous	Miscellaneous	0	3.25	3	3.04
Debris Construction Land Clearing	Debris Construction Land Clearing	0	1.22	3.6	4.4
Smoking	Smoking	0	0.00	0	0
Undetermined	Undetermined	0	4.90	2.8	7.4
Lighting	Lighting	0	0	.4	2.36
Totals for County: Dawson Year: 2019		5	10.03	11.60	21.29



The Dawson Unit works along with the Dawson County Fire Department as well as with other Fire Departments to control wildfires that threaten areas







Burnouts are typically done to "burnout" unburned fuel to reduce additional wildfire threats.



Firebreaks are used to stop wildfires that can destroy property as well as homes.

Burning Assistance FY2018

Each Year GFC Unit personnel issue burning permits and assist landowners with controlled and prescribed burning.

Burn Assistance in Dawson County

Type	Number	Acres
Agriculture	1	2
Silviculture	10	914
Land Clearing	0	0
Other	0	0
TOTAL	11	916

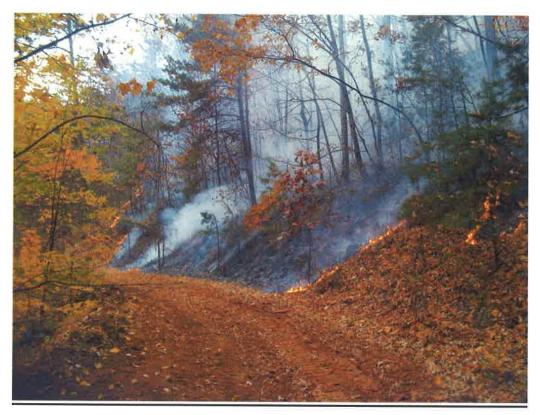
Pre-suppression Firebreaks Plowed in Dawson County

Customers	Hours	Miles
3	36.6	54.9

Burning Permits issued

Type	Number	Acres
Agriculture Permits	32	60
Silviculture Permits	16	1,234
Land Clearing Permits	86	97
Online Permits	1,712	
Online ACD Permits	4	
Automated Telephone Permits	1641	
TOTAL	3854	1805





Prescribed burns help reduce fuels and reduce the danger from a wildfire



Unit personnel assist landowners with burning debris piles.

INFORMATION & EDUCATION

PROGRAM	NUMBER	PERSONS REACHED ** estimated	Promotional Items Distributed (each)	Literature Distributed (each)	TOTAL HOURS
Community Outreach	16	2000	1,437	932	180
Wildland Urban Interface	4	25	75	125	36

GFC personnel also assisted DCFD with their annual Jr. Fire academy and attended the annual Arbor Day program.



Students meeting Smokey Bear

TRAINING

Dawson Unit personnel are very active in every aspect of wildland fire training. Unit personnel instruct/coordinate classes throughout the year with other Georgia Forestry Commission personnel, local Fire Departments, and U.S. Forest Service personnel.



GFC personnel conduct training exercises with local fire departments including the U.S. Forest Service

• ADDITIONAL SERVICES

Georgia Forestry Commission offers assistance to local fire departments through the Rural Fire Department Assistance Program. Through this program, local qualifying fire departments are provided a variety of equipment via a loan/lease agreement and/or secure equipment through cost share programs. Dawson County is currently utilizing 1 GFC Fire Knocker tank, 3 pumps, and 2 type 6 engine quick response units.

Forest Management

Forest management advice and assistance is also provided to Dawson county landowners/homeowners. Following is a consolidated report of Forest Management completed by the GFC county forester FY2019

General Advice Cases	47	11690
Champion Tree Cases	0	0
Disease Advice Cases	1	2 Acres
Insect Advice Cases	0	0
Harvesting Advice Cases	4	1297 Acres
Reforestation Advice Cases	5	1309 Acres
Water Quality Advice Cases	8	1,536 Acres
BMP Assurance Exams (relating to harvests)	12	
Forest Stewardship Plan Enrollment		
Forest Stewardship Plan Renewal	1	145 Acres

Future Plans for FY2020

It is the goal of the Georgia Forestry Commission in Dawson County to work closer with developers, homeowners, and County Officials to better prepare Dawson County for the threat of future Wildfires that may come in contact with urban areas.

One way of reaching this goal is giving a better understanding and more exposure to Urban Interface in and around our communities. By teaching the public the concerns and dangers of Wildfire we can help minimize the exposure to homes built in and around wooded areas.

Our goal is to insure that landowners either building or purchasing homes on these beautiful wooded lots, take a few extra measures in landscaping and preparation, to insure that the quality of life they are seeking is protected for the future. We will be encouraging each community in the county to become a Firewise Community and take the steps that go along with an effective Firewise Program.



Facilities Monthly Report - September 2019

Total Work Orders: 28

• Community Service Workers: 4

HIGHLIGHTS:

- *Completed all pay study evaluations for Facilities
- *Worked Shore Sweep on Sept 14 at War Hill
- *Had lower parking lot at KH Long Building paved and striped



MONTHLY REPORT

For Period Covering the Month of June 2019

SN	TASKS/ WORK DONE	LOCATION/S of Service
1	Painted and cleaned all LP tanks	County wide
2	Concreted a 12x12 pad (lower parking lot)	KH Long Building
3	Removed roof and oil tanks from old fleet shop to new fleet shop	Fleet Shop
4	Completed all pay studies evaluations	Facilities Dept
5	Pressure washed outside Station 4	Station #4
6	Worked shore sweep on Sept 14	War Hill
7	Had lower parking lot paved and striped	KH Long Building
8	Replaced rotten window	Agriculture Building
9	Painted walkway and poles	KH Long Building
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26	Total Work Orders for the month = 28	Facilities
27	Total Community Service for the month = 4	Facilities

These numbers do not reflect daily/ weekly routine duties to include:

Cutting of grass and landscape maintenance on all county properties

Cutting of grass and landscape maintenance on all five (5) parks on the west side of county

Cleaning of the new government center and other county owned buildings, offices and facilities

Emptying outside trash receptacles at county owned buildings

Collecting and recycling of all county buildings, offices and facilities



Finance Monthly Report - September 2019

FINANCE HIGHLIGHTS

- LOST Collections: \$642,212 up 5.7% compared to 2018
- SPLOST Collections: \$728,964 up 5.7% compared to 2018; 5.8% over projections for

August 2019; Total SPLOST VI collections: \$33,001,625

- \$619,619– County Portion (85%)
- \$109,345 City Portion (15%)
- TAVT: \$156,919 up 28.8% compared to 2018
- See attached Revenue and Expenditure Comparison for 2019
- Total County Debt: \$4,300,128 (See attached Debt Summary)
- Audit Status: 2018 audit complete as of 6/30/2019
- EMS Billing Collections: \$84,152 for August 2019; \$535,847 YTD
- Budget Status: FY 2020 Public Budget Hearing #1 and #2 were held on 10/3/2019. Public Budget Hearing #3 and tentative budget adoption is set for 10/17/2019.
- Monthly Donations/Budget Increases: \$8,428
 - Passport Fees \$1,260
 - Donations \$105
 - Additional Credit Card Processing Revenue (Planning & Development) \$7,063

PURCHASING HIGHLIGHTS

Formal Solicitations

- On-Call Electrical Services Facilities
- Sports Officials Park & Rec
- Berm Construction Park & Rec
- Heavy Truck Maintenance/Repair Fleet

Informal Solicitations

Fire ExtinguisherTesting/Maintenance/Repair - Facilities

Quotes for less than \$25,000 this month

- Gasoline Fuel Center
- Diesel Fuel Center
- Basketball Uniforms Park & Rec

Purchase for less than \$25,000 that did not receive required quotes

None

Pending Projects

- Inmate Commissary & Banking Services
- Inmate Telephone/Video Visitation
- Debris Removal/Disposal Services
- Debris Monitoring Services

Work in Progress

- Public Works/Fleet Complex
- Land Use Resolution Update
- Upfitting of Sheriff & EMS Vehicles
- Design-Build of Fire Station 8
- Salary Study
- VMP Pavilion, Playground & Multi-Purpose Field

Future Bids

- Materials & Installation of Maintenance Building at VMP
- Rock Creek Park Turf for 3 Soccer Fields

Future Bids - SPLOST VI

- Pothole Patching Machine Roads
- Water Filtration System for DCGC & DCSO Facilities
- 2019 Capital & SPLOST Projects

Purchase for more than \$25,000 that did not 63 beive required sealed bids

None

Budget to Actual

	Actual at 8/31/2019	Percent of Budget Actually Collected/ Expended		2019 BOC (2) proved Budget	Αŗ	Over(Under) proved Budget	Percentage Over(Under) Approved Budget
Revenue	\$ 16,143,456	55.05%	_	\$ 29,326,082	\$	(13,182,626)	-44.95%
Expenditures	17,740,501	60.49%		29,326,082		(11,585,581)	-39.51%
	\$ (1,597,045)	-5.45%		\$ -	\$	(1,597,045)	-5.45%

^{*}NOTE: Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.

- (1) Reporting actuals as of 8/31/2019 because revenue collections are 30 days behind. The LOST revenues for the month of August were received in September.
- (2) Change in total budget due to account adjustments:

\$ 27,170,235	Original Budget
\$ 64,971	Donation Carryover Balances
\$ 2,590	January
\$ 488,325	February
\$ 1,034,259	March
\$ 237,777	April
\$ 302,802	May
\$ 3,300	June
\$ 13,395	July
\$ 8,428	August
	September
	October
	November
	December
\$ 29,326,082	Revised Budget



Fleet Maintenance and Fuel Center Monthly Report – September 2019

<u>FLEET</u>

Preventative Maintenance Performed: 28

• Tires Mounted: 47

Repair Orders Completed: 88

• Labor Hours: 224

• Labor Cost Savings: \$ 9,636.48

(Comparison of the Fleet Maintenance rate of \$43.02 per labor hour to outsourced vendors rate of \$80.00 per labor hour)

Parts Cost Savings: \$1,927.30

(Comparison of Dawson County's parts discounts to outsourced markup; average 20%)

• Total Cost Savings for September: \$ 11,563.78

FUEL CENTER

Average Fuel Center Price Per Gallon:

Gasoline: \$ 1.96 Diesel: \$ 2.30

Fuel Center Usage - Dawson County and Board of Education

Gasoline: 12,325.7 gallons; 861 transactions Diesel: 7,747.6 gallons; 181 transactions

Fuel Center Usage - Etowah Water and City of Dawsonville

Gasoline: 1,483.8 gallons; 77 transactions Diesel: 530.9 gallons; 17 transactions

Revenue from Etowah Water and City of Dawsonville: \$100.74

HIGHLIGHTS

• We will begin the 2019 Surplus Sale towards the end of October.

Dawson County Est. 1857

Dawson County Board of Commissioners

Human Resources Department Key Indicator Monthly Report - September 2019

POSITION CONTROL

• Positions approved by BOC: 614

• # of filled F/R Positions: 291

of filled F/T Positions: 0

• # of filled Grant Funded Positions: 14

• # of filled P/R Positions: 77

• # of filled P/T Positions: 78

of Supplemental Positions: 49

• # of Vacant Positions: 78

• #of Frozen Positions: 27

% of Budgeted/Actual Positions: 83%

ADDITIONAL INFORMATION

FMLA/LOA/Military tracking: 2

Worker's Compensation Claims filed: 4

Property & Liability Claims filed: 2

Unemployment Claims received: 0
Performance Evaluations received: 6

HIGHLIGHTS

Positions Advertised/ Posted:

- Emergency Services—Firefighter/EMT (Full-Time) 0
- Emergency Services—Firefighter/Paramedic (Full-Time) 0
- Public Works—Roads Operator I 2
- Family Treatment Court—Case Manager 11
- Treatment Court--Lead Counselor 2
- Fleet—Administrative Assistant 7
- Administration Admin Clerk/Records Ret Coordinator 32
- Human Resources HR Director 15
- Sheriff's Office—Deputy Sheriff N/A
- Sheriff's Office—Detention Officer N/A
- General Application 2

Applications Received: 71

New Hires added into system: 10

- Johnny Irvin, Emergency Services, FF/EMT
- Angela Byers, Marshal's Office, Administrative Assistant
- Timothy Dorsey, Sheriff's Office, Detention Officer
- Robert Rapp, Public Works, Roads Operator I
- Ronnie Howard, Sheriff's Office, Detention Officer
- John Goss, Sheriff's Office, Detention Officer
- Michael Ostrowski, Emergency Services, FF/EMT
- Travis Jordan, District Attorney, Assistant District Attorney
- Robert Treon, Sheriff's Office, Detention Officer
- Alexis Sutton, Sheriff's Office, Patrol Officer

Terminations/Resignations Processed: 7

- Jenny Baysden, Clerk of Court
- Sarah Ahmed, District Attorney
- Kelsie Mattox, District Attorney
- Linda Johnson, Elections/Poll Worker
- David Atkins, Emergency Services



- Lisa Sexton, Family Treatment Court
- Matthew T. Satterfield, Sheriff's Office, Detention

Additional Highlights for September

- Salary Study Department Head one on one complete
- Presented upcoming draft version of Employee Handbook to work session 10-3-19
- Erica enrolled in HR Management Certificate Program
- ACCG/LGRMS Health Promotion & Wellbeing Grant requirements met and grant approved
- Dawson County Employee Safety & Wellbeing Fair final preparations and registration requirements met
- LGRMS LocalGovU employee database restored, classes opening for employees mid-October



<u>Information Technology – September 2019</u>

• Calls for Service:132

• Service Calls Completed: 132

Highlights

- Finished computer installs
- Work in progress for Assembly room
- Began Courtroom C upgrade





DAWSON COUNTY

Planning and Development Marshal's Office Code Compliance/Animal Control Monthly Report

September, 2019

Alcohol License Establishment Inspections: 0

Alcohol Pouring Permits Issued: 36

Animal Control Calls Handled: 50

Animal Bites to Humans Investigated: 6

Animals Quarantined: 6

Animals Taken to DC Humane Society: 20

Dangerous Dog Classifications: 0

Citations Issued: 2

Code Compliance Complaint Calls/In Field Visits: 28 calls and 24 in field visits

After Hour Calls: 0

Erosion Site Visits: 3

Non-Conforming Signs Removed: 2

Dawson County Government Center 25 Justice Way Suite 2322 Dawsonville, GA 30534 Phone 706-344-3500 x42334 Fax 706-531-2729

Dawson County Est. 1857

Dawson County Board of Commissioners

Planning and Development Monthly Report - Sept 2019

- Total Building permits Issued
 - o Sept 2019: 52
 - o YTD 2019: 503
 - o Single Family New Homes: 19
 - o Commercial Buildings: 5
- Business Licenses Issued:
 - o Sept 2019: 143
 - o YTD 2019: 1662
- Total Building Inspections Completed:
 - o Sept 2019: 573
 - o YTD 2019: 5490
- Variances/Zonings Processed:
 - o Sept 2019: 4
 - o YTD 2019: 33
- Plats Reviewed:
 - o Sept 2019: 6
 - o YTD 2019: 88
- Total Civil Plan Review Meetings: 7
 - o YTD 2019: 21
- Total Building Plan Review Meetings: 7
 - o YTD 2019: 35
- Impact Fee Collection
 - o Sept 2019: \$120,088.29
 - o Commercial: \$6,673.24
 - o YTD 2019: \$742,046.72

Dawson County Est. 1857

Dawson County Board of Commissioners

Parks and Recreation Monthly Report – September 2019

• Youth Sports Participants

- o September 2019: 1,329 up 5.1% compared to same month last year
- o YTD 2019: 12,264 up 8.1% compared to last year

• Facility Rentals/Bookings/Scheduled Uses:

- o September 2019: 1,584 down .6% compared to same month last year
- o YTD 2019: 20,017 up 12.6% compared to last year

• Adult and Youth Wellness and Specialty Program Participation:

- o September 2019: 329 up .3% compared to same month last year
- o YTD 2019: 14,101 up 5.2% compared to last year

• Total Customers Served:

- o September 2019: 3,242 up 1.8% compared to same month last year
- o YTD 2019: 46,382 up 9.1% compared to last year

HIGHLIGHTS

Park Projects:

- The grant for the War Hill Park pier is still in the works.
- We will be working on bidding out the replacement shop project soon.
- Veterans Memorial Park renovations continue to progress.
- The new Mondo floor project at Rock Creek began September 16th and should be complete by the mid-October. This will complete the gym make-overs at Rock Creek.
- The Rotary project at Rock Creek began mid-September and includes converting the existing outdoor basketball courts into 4 pickleball courts, 4 batting cages, and re-doing a half-court for basketball. Estimated completion date is October 4th.

Athletic and Program Summary:

- Additional specialty programs for the month included dance classes, adult Boot Camp, adult Tai Chi, adult Water Aerobics, and adult Yoga.
- Jazzercise classes began September 30th and are offered 6 days per week year-round.
- Travel Teams will resume practices/games in the near future.
 - 11 total teams registered (baseball, softball, basketball)

- The EPIC Day program continues to be a success, with approximately 60 in attendance at the September 19th event. The next EPIC Day is scheduled for October 17th and will be a Halloween/carnival theme.
- The final day for the 2019 pool and splash pad seasons was September 2nd.
- Pickleball open play continues to go well and numbers are steadily increasing each week.
- Dawson County sent 7 pickleball to the GRPA state tournament in September 13th-15th in Rabun County (they advanced based on their performance at the district tournament held in August in White County). This was a first for Dawson County Parks & Recreation. Out of the 7 players, 3 brought home 1st place medals and 2 players brought home 2nd place medals.
- Fall baseball, softball, and t-ball games began the week of September 9th and are well underway.
- Football games began September 7th and are going well.
- Basketball and wrestling online registration opened September 9th; walk-in registration at Rock Creek began September 30th. The registration deadline is October 7th.

On the Horizon:

- Winter Sports registration deadline is October 7th.
- Instructional League basketball (5-6 year olds) begins October 19th.
- Player evaluations for basketball (ages 7-14) will be held October 21st & 22nd; teams will be drafted on October 24th.
- Basketball practices, for ages 7-14, begin October 26th.
- Wrestling practices begin October 28th.
- The 8th annual Trunk or Treat at Rock Creek is October 31st, 4:00-6:00pm.
- Wrestling meets begin November 16th.
- Basketball games begin the week of December 2nd.



Public Works Monthly Report –September 2019

ROADS:

Work Orders: 116
Gravel: 708 tons
Mowing: 243.19 miles
Limbing: .1 miles

PROJECT MANAGEMENT:

- 1. Public Works/Fleet Maintenance Buildings: Project is currently moving forward, and is on schedule still to be completed by the end of the year. Interior framing is underway, with the installation of HVAC equipment, lights, plumbing and windows are installed. The exterior paneling of the fleet building and public works center is almost complete, and contractors are working on the metal trim to be finished next week-Tracy is scheduled to be onsite next week to start the grading of the parking lot (weather permitting), with Dawson County following with the GAB. David will schedule a meeting with the fence contractor to get a quote on the bus fence area as well as schedule a meeting with the fire marshal, Tanks were installed in the Fleet Center on October 1st.
- 2. Rock Creek Berm Project: Dawson County received the approval of the encroachment of the warm water buffer at rock creek on August 30th. A pre-bid meeting will be held on October 9th to discuss with contractors the location of the dirt as well as erosion control measures to be taken place on that side of the project.
- 3. Veterans Memorial Park Maintenance Building: Vertical Earth graded the site of the location of the maintenance building last week, Dawson County received the Maintenance Building plans from RLR on September 30th, these plans were reviewed and commented by county staff and released for bid, the bid opening will be held on November 1st.
- 4. Fire Station 8: Groundbreaking was held September 17th, 2019, CPL resubmitted the plans for and LDP and are currently being reviewed by county staff and plan review meeting will be held on October 17th

TRANSFER STATION:

Solid Waste: 562.56 TonsRecycling: 19.67 Tons

• Recycling scrap metal: 3.78 Tons

Dawson County Est. 1857

Dawson County Board of Commissioners

<u>Dawson County Senior Services Monthly Report – October 2019</u>

SENIOR CENTER

- Home Delivered Meals Served
 - September 2019: 1,931 up 28% compared to same month last year
 - o YTD 2019: 17,601 up 26% compared to last year
- Congregate Meals Served
 - o September 2019: 505 down 2% compared to same month last year
 - o YTD 2019: 4,658 down 1% compared to last year
- Physical Activity Participation (Silver Sneakers, Yoga, individual fitness)
 - September 2019: 348 down 9% compared to same month last year
 - o YTD 2019: 3,749 up 6% compared to last year
- Lifestyle Management Participation (art, bridge, bingo, awareness, prevention)
 - September 2019: 352 up 12% compared to same month last year
 - o YTD 2019: 2,702 up 14% compared to last year

TRANSIT

- DOT Trips Provided
 - September 2019: 366 up 12% compared to same month last year
 - o YTD 2019: 2,626 up 13% compared to last year

Senior Trips Provided

- September 2019: 727 up 8% compared to same month last year
- o YTD 2019: 6,321 up 7% compared to last year
- # of Miles
 - September 2019: 7,305 up 7% compared to same month last year
 - o YTD 2019: 69,706 up 9% compared to last year
- Gallons of Fuel
 - September 2019: 906 up 9% compared to same month last year
 - o YTD 2019: 7,749 up 8% compared to last year

HIGHLIGHTS

September Meetings & Events:

- September 7 Boy Scout Troup installed Little Lending Library
- September 10 Laurie Whalen and Lee Adkins attended GDOT meeting in Gainesville.
- September 19 Staff completed CPR and First Aid Training at the Center
- September 18 Senior Center clients visited the Butterfly Farm in Dahlonega.

Special Dates Coming Soon:

- October 7: Burt's Farm
- October 8, 15, 22, 23, 29: BINGO
- October 18: Butterfly Farm Trip
- October 2, 9, 16, 23, 30: Walmart
- October 14, 28: Dollar Tree
- October 23: Flu Shots
- October 24: IPad and IPhone Q & A
- Nutrition and Health Education Presentation completed monthly
- Bible Study on Thursdays
- Silver Sneakers Classes on Tuesday and Thursdays
- Art Class on Thursday and Friday
- Sit and Stretch on Wednesday's
- Yoga on Friday
- Special Music on Friday

LOST and SPLOST Collections

Local Option Sales Tax (LOST) and Special Purpose Local Option Sales Tax (SPLOST) collections are up 5.7% for the same month in 2018 and up 8.35% for year to date. Monthly SPLOST collections came in 5.8% over projections. Total SPLOST VI collections (July 2015 to present) are \$33,001,625.

August collections received in September are as follows:

LOST	\$642,212
SPLOST	\$728,964
County (85%)	\$619,619
City (15%)	\$109,345

Items Approved by the County Manager Since September 13, 2019

Flint Equipment	Public Works	2019 John Deere 6110m with	COOPERATIVE	\$153,180	PURCHASE
		side mower to include 22-	AGREEMENT		ORDER
		foot heavy-duty boom, 60-			
		inch rotary cutting deck with			
		swivel			
AT&T	EMS / Fire	Boosters for fire stations to	AGENCY	\$0	N/A
		increase cell phone reception	AGREEMENT		
Vircom	IT	modusCloud Business, spam	PURCHASE	\$6,600	PURCHASE
		software	AUTHORIZATION		ORDER
Georgia Power	Senior Center	4 LED light poles, 330	ILLUMINATION	\$0	Note: There will be a
		wattage	AGREEMENT		monthly cost of
					\$265.64.
PSI Background	Human	Employee background checks	SERVICE	Base fee of	AGREEMENT
Screening	Resources	for possible offenses	AGREEMENT	\$21 per check	
		conducted outside of Georgia		and between	
				\$15 and \$105,	
				according to	
				state searched	

Advanced Environmental Management	Public Works	Redesign documents for the soil vapor extraction system currently at the closed landfill to be used in an IFB removal of old system and installation of new system. (This is our contracted monitoring A&E firm.)	PROFESSIONAL EXEMPTION	\$15,000	PURCHASE ORDER
JPSC, LLC	Public Works	Bulk de-icing salt 2020 renewal price increase	CONTRACT AMENDMENT	\$5.61 increase to \$117.88 per ton	AMENDMED AGREEMENT
C.W. Matthews / Blount Construction / Baldwin Paving	Public Works	Added asphaltic concrete pen graded crack relief interlayer and TACK coat to current contract	CONTRACT AMENDMENT	Various per ton and per gallon depending on contractor, will be purchased as a primary, secondary and third source depending on price	AMENDED AGREEMENT
Municode	Public Relations	Redesign county website and hosting services	SERVICE AGREEMENT	\$13,450	PURCHASE ORDER
Vendor Registry	Purchasing	Posting of solicitations through the county website	SUBSCRIPTION FORM	\$1,390	PURCHASE ORDER