

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - TUESDAY, JANUARY 23, 2018
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

NEW BUSINESS

1. Presentation of FY 2018 State Public Defender Contract- Brad Morris, Public Defender
2. Presentation of FY 2018 Intergovernmental Agreement for Public Defender Services- Brad Morris, Public Defender
3. Presentation of Phase 3 SPLOST VI Proposal and Update of SPLOST VI Projects- David McKee, Public Works Director
4. Presentation of IFB #302-17 Parking/Roadway Milling/Repaving of Veterans Memorial Park/Senior Services Award Recommendation- Lisa Henson, Parks & Recreation Director/Melissa Hawk, Purchasing Manager
5. Presentation of Dawson County Transit Drug and Alcohol Testing Policy Update- Dawn Pruett, Senior Center Director
6. Presentation of Request for SR 183 Cochrans Creek Bridge Replacement Detour Approval- David McKee, Public Works Director
7. Presentation of SR 9 S Dawson Forest Roundabout Lighting Agreement- David McKee, Public Works Director
8. Board Appointments:
 - a. Dawson County Library Board**
 - i. Don Cargill- *appointment* (Term: February 2018 through December 2020)
9. County Manager Report
10. County Attorney Report

Backup material for agenda item:

1. Presentation of FY 2018 State Public Defender Contract- Brad Morris, Public Defender



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 1/23/18

Prepared By: BRAD MORRIS, PUBLIC DEFENDER

Voting Session: 2/1/18

Presenter: BRAD MORRIS, PUBLIC DEFENDER

Public Hearing: Yes X No

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2018 STATE PUBLIC DEFENDER CONTRACT

Background Information:

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

Current Information:

The expense required to fund this contract has been requested and approved in the 2018 budget. The contract renews the agreement between Dawson County and the Georgia Public Defender Council ("GPDC") for the new Fiscal and Calendar Year 2018.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	2800	571001-000	\$183,739.00	\$183,739.00	\$183,738.65	\$0.35

Recommendation/Motion: Move to approve the 2018 Contract with the GPDC.

Department Head Authorization: *Brad Morris*

Date: 1/17/18

Finance Dept. Authorization:

Date:

County Manager Authorization:

Date:

County Attorney Authorization:

Date:

Comments/Attachments:

[Empty box for comments/attachments]

**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 _____, 2018, 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, 2018.

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, 2018 and ending December 31, 2018.

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 2017) 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, Georgia 30503

Governing Authority of Dawson County:
Billy Thurmond
Chairman, Dawson County Board of Commissioners
25 Justice Way, 2nd Floor
Dawsonville, Georgia 30534

Georgia Public Defender Council
Bryan P. Tyson, Director
104 Marietta Street, Suite 400
Atlanta, GA 30303

Section 6.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties’ representatives identified in Section 6.05 may agree in writing by

an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

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

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

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

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

Section 6.08 Cooperation in transition of services. (a) During or at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable

transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 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

Title

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, 2018 – December 31, 2018

The County agrees to pay the Public Defender Office **\$183,738.65** in 12 monthly installments of **\$15,311.56**. Installments are due to the Georgia Public Defender Standards Council (GPDSC) on the 15th of the preceding month beginning on December 15, 2017. Invoices will be sent to the following address:

Dawson County Board of Commissioners
Attn.: Vickie Niekirk, 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.

ATTACHMENT B TO 2018 DAWSON COUNTY CONTRACT

Title	Salary	FICA	Retirement	Health Insurance	Unemployment	Total
		7.65%	24.81%	33.214%	\$31 each	
TS:Office Admin Generlist (WL)	\$ 27,315.52	\$ 2,089.64	\$ 6,776.98	\$ 9,072.58	\$ 31.00	\$ 45,285.71
PS: Legal Officer (SP)	\$ 78,269.66	\$ 5,987.63	\$ 19,418.70	\$ 25,996.48	\$ 31.00	\$ 129,703.48
	\$ 105,585.18	\$ 8,077.27	\$ 26,195.68	\$ 35,069.06	\$ 62.00	\$ 174,989.19

Proposed
Personnel \$ 174,989.19
Adm Fee (5%) \$ 8,749.46
Total \$ 183,738.65

Northeastern Judicial Circuit

Dawson County

Attachment C

SALARY SUPPLEMENTS

January 1, 2018 – December 31, 2018

The County agrees to pay the Public Defender Office \$45,000.00 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.

Backup material for agenda item:

2. Presentation of FY 2018 Intergovernmental Agreement for Public Defender Services-
Brad Morris, Public Defender



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 1/23/18

Prepared By: BRAD MORRIS

Voting Session: 2/1/18

Presenter: BRAD MORRIS

Public Hearing: Yes No

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2018 INTERGOVERNMENTAL AGREEMENT BETWEEN DAWSON AND HALL COUNTIES

Background Information:

Dawson County has contracted with Hall County since the Public Defender Office's commencement of operation on January 1, 2005 to share the cost of two employees equally. The employees are Hall County employees, and pursuant to the Intergovernmental Agreement ("IGA"), Dawson County reimburses Hall County for one-half of the cost of employment as set forth on Attachment A to the IGA

Current Information:

The expense required to fund the IGA has been requested and approved in the 2018 budget. The IGA renews the agreement between Dawson County and Hall County for the new Fiscal and Calendar Year 2018.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	2800	571000-000	71,207.00	71,207.00	71,206.54	0.46

Recommendation/Motion: Move to approve the 2017 IGA with Hall County.

Department Head Authorization: *Brad Morris*

Date: 1/17/18

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: _____

Date: _____

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

2018 IGA

**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 \$71,207.00 in four (4) equal quarterly installments beginning March 31, 2018 (for the 1st quarter of 2018) and continuing at the end of each quarter of 2018 to pay one-half of the personnel costs for an Assistant Public Defender I and an Investigator.

This ____ day of _____, 2018.

DAWSON COUNTY, GEORGIA

ATTEST:

BY: _____
Billy Thurmond, Chairman
Dawson County Board of Commissioners

Danielle Yarbrough, County Clerk

HALL COUNTY, GEORGIA

ATTEST:

BY: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Lisa Ritchie, County Clerk

Northeastern Judicial Circuit

ATTACHMENT A

TO IGA BETWEEN HALL AND DAWSON COUNTIES

Calendar Year 2018

Assistant Public Defender and Investigator - Funded through Contract with Hall County - 2018							
*1/2 lawyer and 1/2 investigator paid by Dawson County to Hall County							
	Salaries Incl. 3% Increase	Health Ins.	Life Ins.	Retirement	FICA	Workers Comp.	TOTAL
Assistant Public Defender	\$ 57,680.00	\$ 11,000.00	\$ 216.00	\$ 2,307.20	\$ 4,417.52	\$ 605.64	\$ 76,221.36
Investigator	\$ 48,801.00	\$ 11,000.00	\$ 193.00	\$ 1,952.04	\$ 3,733.28	\$ 512.41	\$ 66,191.73
TOTAL							\$ 142,413.09
HALF COST FOR DAWSON							\$ 71,206.54

4 Quarterly Payments - payable on each March 31st, 2018, June 30th, 2018, September 30th, 2018 and December 31st, 2018..... \$ 17,801.64

Backup material for agenda item:

3. Presentation of Phase 3 SPLOST VI Proposal and Update of SPLOST VI Projects- David McKee, Public Works Director



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 1-25-18

Prepared By: D. McKee

Voting Session: 2-1-18

Presenter: David McKee

Public Hearing: Yes _____ No x

Agenda Item Title: SPLOST VI Projects Update Phase 3 Proposal

Background Information:

SPLOST VI collections started July 2015, with a total of six years of collections and a projected \$46,000,000. 11% allocated to Sheriff's vehicles, 11% to Fire/EMS, 10% Parks and Rec, 67% public Works, and 1% for IT. No pre-funding of projects was approved. 85% of total collections are allocated to the County and 15% to the City.

Current Information:

Total of \$11,565,649 in projects have been completed. Total collections allocated to Dawson County to date are \$15,067,286 with \$5,650,000 in proposed projects planned for phase 3. Projects include 12 Sheriff's vehicles, Parks and Rec pool house reconstruction, Veterans Park repaving supplement, Public Works/Fleet buildings, equipment, Property acquisition, and design and site work of Station 9. Total budgeted revenue collections over 2018 are \$6,000,000.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approve the proposed SPLOST VI Phase 3 projects as presented

Department Head Authorization: David McKee

Date: 1/10-18

Finance Dept. Authorization: Vickie Neikirk

Date: 1/18/18

County Manager Authorization: DH

Date: 1/18/18

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Powerpoint presentation

SPLOST VI PROJECTS UPDATE PHASE 3 PROPOSAL

David McKee
January
2018

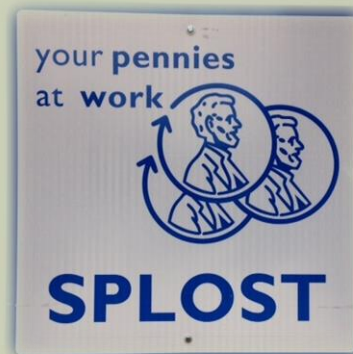


your pennies
at work

SPLOST
special purpose local option sales tax

PROJECTIONS

- \$46,000,000 over 6 Years
 - Collections started July 2015
- 85% County 15% City Projects
- Pre-funding projects is not authorized
 - Projects are proposed to be funded based on priority/need
 - Staff will develop an annual list of approved projects to be funded by SPLOST, and update the BOC on previous phased projects



APPROVED COUNTY PROJECTS

■ County Projects (Total Estimates)

■ County Road Projects	\$21,200,000
■ Public Works Facility	\$ 2,500,000
■ Recycling Facility	\$ 100,000
■ Fire Station/Community Center	\$ 1,750,000
■ Public Work Equipment	\$ 2,200,000
■ Recreational Facilities	\$ 4,067,000
■ Sheriff Vehicles and Equipment	\$ 3,883,000
■ Public Safety Vehicles and Equip.	
■ Ambulances	\$ 750,000
■ Fire Trucks and Equip.	\$ 1,750,000
■ Information Technology Equip.	\$ 350,000

APPROVED CITY PROJECTS

■ City Projects (Total Estimates)

■ City Roads, Streets, Bridges, Sidewalks	\$ 1,250,000
■ City Hall Acquisition	\$ 2,000,000
■ City Sewer and Water Projects	\$ 2,750,000
■ City Parks and Rec Facilities	\$ 2,250,000
■ City Farmers Market Facility	\$ 1,000,000

IMPLEMENTATION PROGRAM

- Percentage of County Projects of Projected Funds Listed in the Approved IGA
 - Roads 67%
 - Parks and Rec 10%
 - Public Safety 11%
 - Sheriff 11%
 - IT 1%

Approximately \$15,067,286 has been collected and allocated to County projects to date.

- Priority Determination
- Reserve Built In

SPLOST VI PHASE 1 PROJECTS COMPLETED

■ Roads:

- Dawson Forest Road (Culvert Repair, Paving prep, Paving) Contracted
- Equipment (skid steer, vehicle up fitting, two equipment trailers)

■ Parks and Rec

- Field Rehabilitation
- Rock Creek Park Soccer Lights

■ Public Safety(Fire/EMS)

- Fire Truck Debt Payoff/Truck Purchase

■ Sheriff

- Vehicles (12)

SPLOST VI PHASE 2 PROJECTS COMPLETED

■ Roads:

- Road Rehabilitation Package (Kelly Bridge Road-6 Miles, Tanner Road-2 miles, Steve Tate Hwy-4.7 miles, Thompson Road-2.49)
 - Total 17.89 Miles
- Equipment- (2 John Deer Tractors, Mini Excavator)

■ Parks and Rec

- Pool House Demo and Design

■ Public Safety(Fire/EMS)

- (3) Ambulance Purchase
- Fire Station 9 Property research, environmental, and appraisal

■ Sheriff

- Vehicles SUV (12)

TOTAL EXPENDITURES YTD

Department	Allocation %	Actual Exp.	% of Total County Collections
Sheriff	11	-\$1,119,364.11	7.4%
Fire/EMS	11	-\$1,648,534.54	10.9%
Parks and Rec	10	-\$518,183.12	3.4%
Public Works	67	-\$8,288,847.67	55.0%
IT	1	\$0.00	0.0%
Misc. Expenses		-\$720.00	0.5%





SPLOST VI PHASE 3 PROPOSED PROJECTS

■ Roads

- Public Works/Fleet Building Design and Construction
 - \$2,500,000
- Public Works Equipment
 - \$700,000
- Shoal Creek/SR 136 Intersection Design and Construction
 - \$275,000
- Bailey Waters/Sweetwater Juno Culvert Rehabilitation
 - \$200,000
- Shoal Creek Bridge Design
 - \$50,000

■ Parks and Rec

- Veterans Park Pool House Construction
 - \$480,000
- Veterans Park Repaving (Supplement SPLOST V Funds)
 - \$225,000
- Exterior Gym Renovations Veterans Park
 - \$250,000

■ Public Safety(Fire/EMS)

- Fire Station 9 Civil/Architectural (design, site work, property acquisition)
 - \$185,000

■ Sheriff

- 12 replacement/new vehicles and upfitting
 - \$650,000

SPLOST VI

Phase 3 Projects

Department	Cost Estimate
Sheriff Vehicles	\$ 650,000.00
Misc. Equipment and Vehicle Upfitting	
Fire Station 9 Grading/Site Work	\$ 100,000.00
Fire Station 9 Property Acquisition	\$ 50,000.00
Fire Station 9 Architectural Plans	\$ 15,000.00
Fire Station 9 Civil design	\$ 20,000.00
Veterans Pool House (Demo/Construction)	\$ 480,000.00
Veterans Park Repaving	\$ 225,000.00
Exterior Gym Renovations Veterans Park	\$ 250,000.00
Public Works/Fleet Buildings	\$ 2,500,000.00
Public Works Equipment	\$ 700,000.00
Shoal Creek/SR 136 Intersection Design and Construction	\$ 275,000.00
Shoal Creek Bridge Design	\$ 50,000.00
Bailey Waters/Sweetwater Juno Culvert Pipe Replacement	\$ 200,000.00
Misc Expenses (ads, audit, etc.)	\$ 1,000.00
IT Equipment	
TOTAL	\$ 5,516,000.00

\$6,000,000
SPLOST VI
Revenue
Budgeted FY
18

Backup material for agenda item:

4. Presentation of IFB #302-17 Parking/Roadway Milling/Repaving of Veterans Memorial Park/Senior Services Award Recommendation- Lisa Henson, Parks & Recreation Director/Melissa Hawk, Purchasing Manager



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Parks and Recreation

Work Session: 01/25/18

Prepared By: Melissa Hawk/ Lisa Henson

Voting Session: 02/01/18

Presenter: Lisa Henson/Melissa Hawk

Public Hearing: Yes No

Agenda Item Title: IFB #302-17 Parking/Roadway Milling/Repaving Veterans Memorial Park/Senior Services Award Recommendation

Background Information:

The Dawson County Board of Commissioners approved the repaving of the roadway of the Veterans Memorial Park and Senior Services and parking lot for the Veterans Memorial Park with SPLOST 5 & 6 funds.

Current Information:

Dawson County Purchasing received 2 sealed bids for this IFB. The lowest qualified, most responsive and responsible bidder is Blount Construction Company at \$599,141.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
323	6120	541200-C68			\$400,000.00	

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	6120	541200-C68			199,141.00	

Recommendation/Motion: To accept the prices as submitted for IFB #302-17 Parking/Roadway Milling/Repaving Veterans Memorial Park/Senior Services and to award a contract to Blount Construction in the amount of \$599,141.00 to begin the scope of work in March, 2018, as weather permits.

Department Head Authorization: Lisa Henson

Date: 12/13/20017

Finance Dept. Authorization: Vickie Neikirk

Date: 1/18/18

County Manager Authorization: DH

Date: 1/18/18

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Power Point Presentation

PARKING/ROADWAY MILLING/REPAVING VETERANS MEMORIAL PARK/SENIOR SERVICES IFB #302-17

WORK SESSION JANUARY 25, 2018



Background

- ▶ The Dawson County Board of Commissioners approved the repaving of the roadway of the Veterans Memorial Park and Senior Services and parking lot for the Veterans Memorial Park with SPLOST funds.
- ▶ Bid according to policy.
- ▶ Standard Construction Contract to begin in March, 2018, as weather permits.







Scope of Work

- ▶ The awarded contractor(s) shall:
 - ▶ Widen roadway to 24' between the left side of the pool parking lot and the Senior Services parking lot.
 - ▶ Widen roadway to 24' between right side of the pool parking lot and the gymnasium.
 - ▶ Remove and replace one 24" and one 36" storm water culverts with HDPE pipes (to be provided by Dawson County Public Works).
 - ▶ Full depth reclamation
 - ▶ Saw cut 5' from the gymnasium structure, demo all surrounding concrete and ensure that the GAB is added to match the existing grade.



Veterans Memorial Park Asphalt Analysis

Legend

-  Speed Table 6x8x6x4"
-  1.5" 9.5mm
-  1.5" 9.5mm (possible)
-  2" 19mm and 1.5" 9.5mm
-  Mill 2" Repave 2" 9.5mm
-  Mill 4" Repave 2" 9.5mm



2015 Imagery



Produced By:
Public Works
8/28/2017

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry (GPR)
- ▶ Emailed notification through Vendor Registry (VR)
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ **2 bids received**

Cost Proposals

Line Item	Description	Contractor's Estimated Quantity	Unit	SHEPCO PAVING, INC.		BLOUNT CONSTRUCTION CO, INC.	
				Unit Cost	Total Estimated Cost	Unit Cost	Total Estimated Cost
1	Traffic Control and Mobilization	1	LS	\$ 38,500.00	\$ 38,500.00	\$ 25,000.00	\$ 25,000.00
2	2" Milling (2,000 SY minus #10 Description)	1,570	SY	\$ 5.60	\$ 8,792.00	\$ 7.50	\$ 11,775.00
3	4" Milling	4,200	SY	\$ 9.00	\$ 37,800.00	\$ 5.40	\$ 22,680.00
4	9.5MM	3,300	TN	\$ 96.50	\$ 318,450.00	\$ 93.75	\$ 309,375.00
5	19.5MM	1,100	TN	\$ 92.50	\$ 101,750.00	\$ 94.55	\$ 104,005.00
6	Road Widening	1	LS	\$ 82,000.00	\$ 82,000.00	\$ 58,000.00	\$ 58,000.00
7	4 Speed Tables	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 16,500.00	\$ 16,500.00
8	Backfilling to Edge of Asphalt	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 26,000.00	\$ 26,000.00
9	Saw Cut at 5' from Gymnasium Structure, Replace Concrete, Match GAB to Existing Grade	1	LS	\$ 14,750.00	\$ 14,750.00	\$ 7,500.00	\$ 7,500.00
10	Concrete Demo at Gymnasium Structure	432	SY	\$ 20.00	\$ 8,640.00	\$ 8.00	\$ 3,456.00
11	Curb Asphalt Demo and Replacement with Asphalt	270	LF	\$ 12.00	\$ 3,240.00	\$ 55.00	\$ 14,850.00
TOTAL ESTIMATED COSTS FOR ALL WORK:				\$	620,292.00	\$	599,141.00
Start Date:				03/01/2017 - Depending on weather		March, 2018	
Days to Complete Project:				90 days		90 days	
Warranty:				1 year		2 year warranty for FDR section. 1 year warranty on workmanship only for resurfacing areas.	
				Shepco Paving, Inc. submitted wrong version of Price Proposal. Quantities adjusted using the submitted per unit cost			

Recommendation

Staff respectfully requests the Board to accept responses received for IFB #302-17 Parking/Roadway Milling/Repaving Veterans Memorial Park/Senior Services and award a contract to Blount Construction Company, Inc., the lowest qualified, responsive and responsible bidder as submitted.

Backup material for agenda item:

5. Presentation of Dawson County Transit Drug and Alcohol Testing Policy Update- Dawn Pruett, Senior Center Director



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Dawson County Transit

Work Session: 01/23/18

Prepared By: Danielle Yarbrough

Voting Session: 02/01/18

Presenter: Dawn Pruett

Public Hearing: Yes No

Agenda Item Title: Presentation of Dawson County Transit Drug & Alcohol Testing Policy Update

Background Information:

On November 13, 2017, the USDOT published an updated final rule with revisions to 49 CFR Part 40. This regulation is the USDOT's drug and alcohol testing regulation. The newly revised version of 49 CFR Part 40 became effective on January 1, 2018.

Current Information:

Every Georgia 5311/5307 sub recipient must update their agency's USDOT-FTA drug and alcohol policy to ensure consistency with the updated regulation.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approve the Dawson County Transit Drug & Alcohol Testing Policy Update

Department Head Authorization: Dawn Pruett

Date: 01/17/18

Finance Dept. Authorization:

Date:

County Manager Authorization: DH

Date: 1/18/18

County Attorney Authorization:

Date:

Comments/Attachments:

Revised Transit Drug & Alcohol Testing Policy

**DRUG AND ALCOHOL TESTING POLICY
DAWSON COUNTY TRANSIT
Adopted as of FEBRUARY 1, 2018**

A. PURPOSE

- 1) The Dawson County Transit System provides public transit and paratransit services for the residents of Dawson County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Dawson County Transit declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Dawson County Transit and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Dawson County Transit will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

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A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

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Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated

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but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

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Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative test result: A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.

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- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.

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- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators

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of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.
 - b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Dawson County Transit supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
 - c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited.

F. PROHIBITED CONDUCT

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

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- 7) Dawson County Transit, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Dawson County Transit employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Dawson County Transit management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion or random alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Dawson County Transit authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Dawson County Transit. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Dawson County Transit. If a legitimate explanation is found, the MRO will report the test result as negative.

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- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Dawson County Transit will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Dawson County Transit will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
- 8) Observed collections
 - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Dawson County Transit that there was not an adequate medical explanation for the result;

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- ii. The MRO reports to Dawson County Transit that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test

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by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Dawson County Transit affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.

- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e. If a pre-employment test is canceled, Dawson County Transit will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide Dawson County Transit with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Dawson County Transit is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered

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employer, the applicant must provide Dawson County Transit proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All Dawson County Transit FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Dawson County Transit's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) Dawson County Transit shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to Dawson County Transit.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol

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or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. Dawson County Transit shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of Dawson County Transit. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

- 1) **FATAL ACCIDENTS** – A covered employee will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

- 2) **NON-FATAL ACCIDENTS** - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
 - a. The accident results in injuries requiring immediate medical treatment away from the scene, and the covered employee may have contributed to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, and the covered employee may have contributed to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test.

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The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Dawson County Transit is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Dawson County Transit may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees who may be covered under company authority will be selected from a pool of non-DOT-covered employees.

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- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Dawson County Transit authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Dawson County Transit's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

Dawson County Transit will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and

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an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

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- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal includes the following circumstances:
- a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
 - e. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
 - f. Fail or decline to take a second test as directed by the collector or the employer for drug testing.
 - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h. Fail to cooperate with any part of the testing process.
 - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
 - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - m. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.

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- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Dawson County Transit employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of Dawson County Transit and will be performed using non-DOT testing forms.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
 - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
 - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Dawson County Transit.
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

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R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Dawson County Transit is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Dawson County Transit Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.

- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Dawson County Transit or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the Dawson County Board of Commissioners on February 1, 2018.

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

Attachment A

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
Director	Director of Transit	FTA
Coordinator	Supervision of Drivers	FTA
Driver	Operation of Transit Vehicle	FTA
DAPM	Drug & Alcohol Program Mgr	FTA
Maintenance	Fleet Maintenance	FTA

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Dawson County Transit Drug and Alcohol Program Manager

Name: Danielle Yarbrough

Title: HR Director

Address: 25 Justice Way, Suite 2235, Dawsonville, GA 30534

Telephone Number: 706-344-3500

Medical Review Officer

Name: John S. Tetrick, M.D./ Daniel Drew, M.D.

Title: Medical Review Officers

Address: 7160 Graham Road, Indianapolis, IN 46250

Telephone Number: 317-547-8620

Substance Abuse Professional

Name: W. Myles Hassler P.C.

Title: Substance Abuse Professional

Address: 2801 Buford Hwy NE, Suite 470, Atlanta, GA 30329

Telephone Number: 770- 242-4437

HHS Certified Laboratory Primary Specimen

Name: Northeast Georgia Physicians Group DA

Address: 108 Prominence Court, Suite 200, Dawsonville, GA 30534

Telephone Number: 706-216-3218

HHS Certified Laboratory Split Specimen

Name: Northeast Georgia Physicians Group DA

Address: 108 Prominence Court, Suite 200, Dawsonville, GA 30534

Telephone Number: 706-216-3218

Backup material for agenda item:

6. Presentation of Request for SR 183 Cochrans Creek Bridge Replacement Detour Approval- David McKee, Public Works Director



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 1-25-18

Prepared By: D McKee

Voting Session: 2-1-18

Presenter: David McKee

Public Hearing: Yes _____ No x

Agenda Item Title: SR 183 Cochrans Creek Bridge replacement Detour Approval

Background Information:

GDOT has programed SR 183 Bridge over Cochrans Creek to be replaced. Due to the environmental/financial/historical impacts the roadway will need to be closed to replace the bridge. The proposed project will construct a replacement bridge for the functionally obsolete bridge. The closure of the roadway during construction will require all traffic to be detoured during construction. Construction is proposed to start in the first quarter of 2020, with a 6-12 month closure.

Current Information:

GDOT has identified the most beneficial route is utilization of Keith Evans Road which is a county maintained (off system) road to accomplish the detour route. Staff has met with GDOT and inspected the road which is adequate for use during the project. GDOT and staff will meet and inspect the roadway following the use for the detour to determine if any additional maintenance is needed following the increased traffic.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approve the use of Keith Evans Road as the detour route identified by GDOT during the Cochrans Creek bridge reconstruction.

Department Head Authorization: David McKee

Date: 1-9-18

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: DH

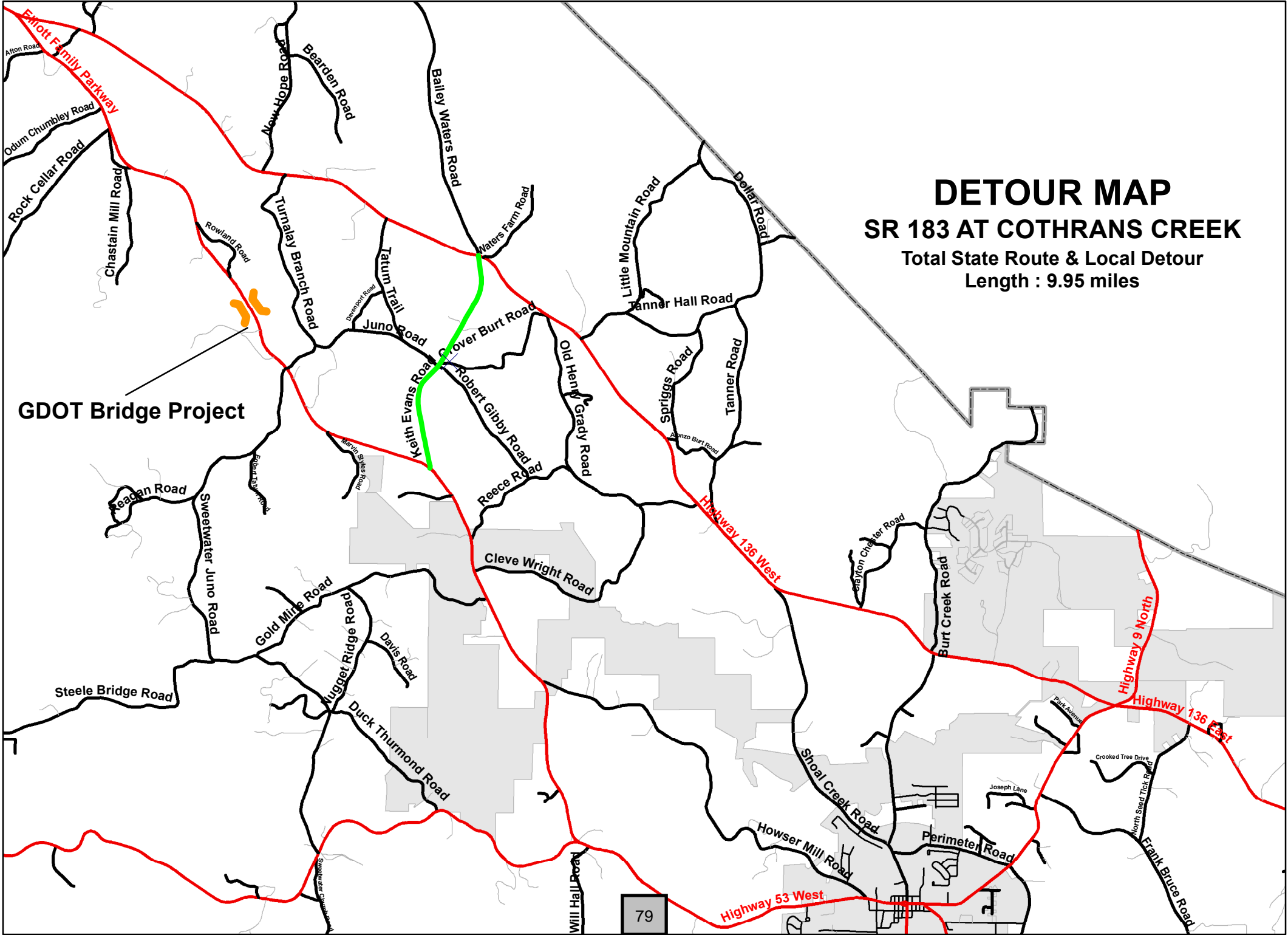
Date: 1/18/18

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Proposed detour route



DETOUR MAP

SR 183 AT COTHRANS CREEK

Total State Route & Local Detour
Length : 9.95 miles

GDOT Bridge Project

Backup material for agenda item:

7. Presentation of SR 9 S Dawson Forest Roundabout Lighting Agreement- David McKee,
Public Works Director



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 1-25-18

Prepared By: Alexa Bruce

Voting Session: 2-1-18

Presenter: David McKee

Public Hearing: Yes _____ No x

Agenda Item Title: SR 9 S Dawson Forest Roundabout Lighting agreement

Background Information:

GDOT has programed SR 9 S and Dawson Forest Road intersection to be improved. The improvement will require the construction of a roundabout configuration at the intersection. Historically GDOT requires each county to complete a letter of support and a roundabout lighting agreement. The BOC submitted the letter of support and in October 2017 staff received notification that the project was going to be moved forward.

Current Information:

Staff received the roundabout lighting agreement from GDOT for the project. The agreement simply states that Dawson County will be responsible for the payment of the energy cost to light the intersection upon final acceptance following completion of the project. This procedure is standard practice as the BOC currently pays for the energy on all the traffic signals and overhead lighting throughout unincorporated Dawson County. At this time we are unable to fully estimate the annual cost without the final lighting plans. I would estimate that the annual cost will not exceed \$3000.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approve the Roundabout lighting agreement as submitted

Department Head Authorization: David McKee

Date: 1-9-18

Finance Dept. Authorization: Vickie Neikirk

Date: 1/18/18

County Manager Authorization: DH

Date: 1/18/18

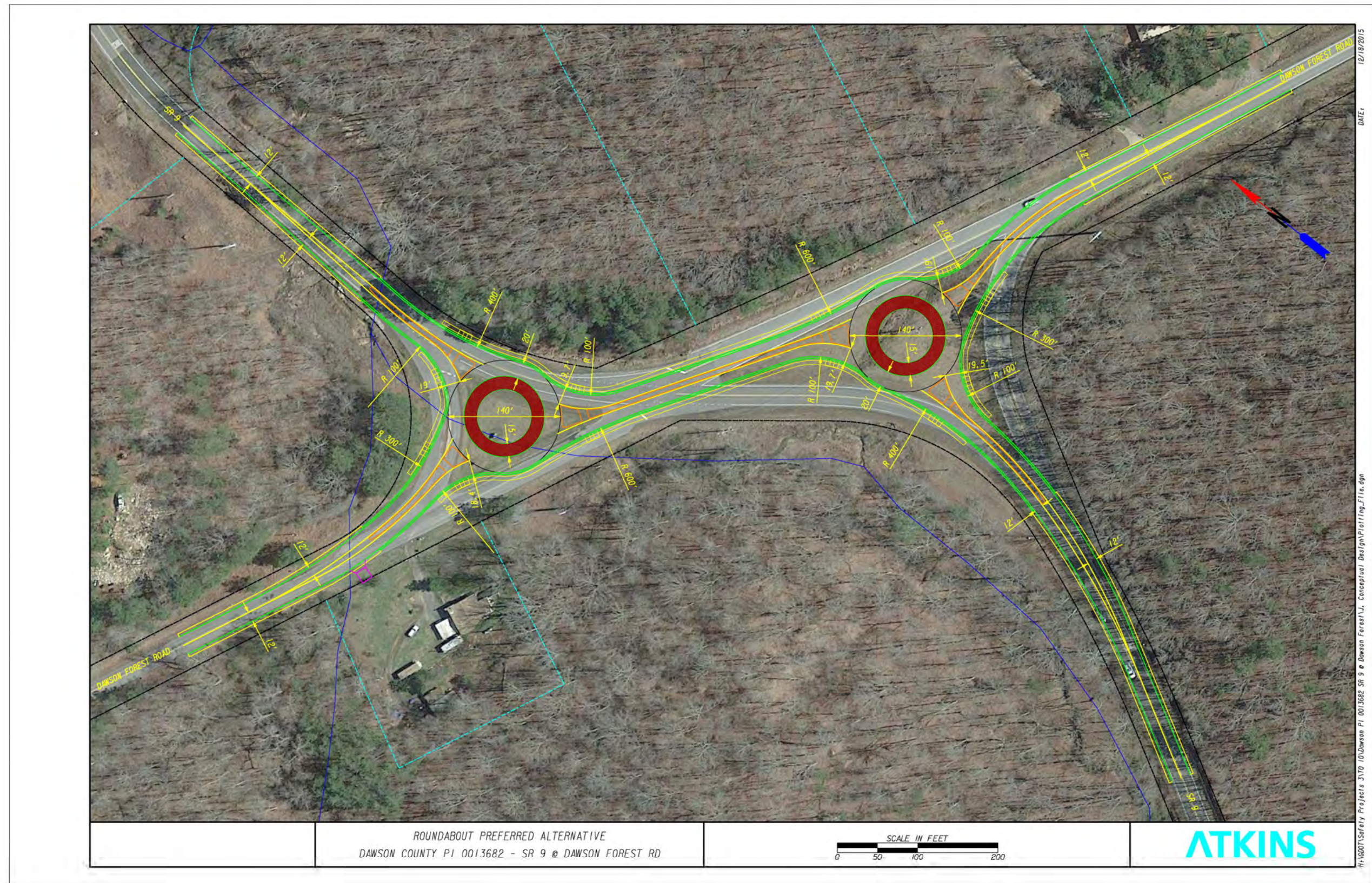
County Attorney Authorization: _____

Date: _____

Comments/Attachments:

4 original lighting agreement for the chairman's signature., digital copy of the agreement.

Figure 8-1 Preferred Alternative





November 13, 2017

Mr. David Headley, County Manager
Dawson County
25 Justice Way, Suite 2236
Dawsonville, GA 30534

**RE: Roundabout lighting assistance for SR 9 @ CR 194/CR 252/Dawson Forest Road – P.I. No. 0013682;
Dawson County**

Dear Mr. Headley,

The Department will require a signed agreement for roundabout lighting installed as part of the above referenced project. The lighting shall be administered in the form of a *Local Government Lighting Project Agreement (LGLPA)*. It will be the responsibility of the County to provide the Energy, Operation and Maintenance for the system. The Department shall be responsible for the design and installation, including all costs of materials for the system.

Attached for your review are four (4) original copies of the proposed LGLPA between the Georgia Department of Transportation and Dawson County, for County and State participation. It is requested that a Resolution be secured from the Board of Commissioners before entering into the Agreement. By virtue of the Resolution, the County can then enter into the Agreement. The Resolution/Agreement process can be done concurrently. If you concur with the terms of this Agreement, please attach an official copy of the Resolution (including all signatures and seals) to each of the Agreements. Then, please obtain the necessary signatures and appropriate seals from the Board of Commissioners on all 4 copies of the Agreement and return all 4 copies to the Office of Design Policy & Support for further handling. *Please do not fill in the date on the first page of the Agreement as this will be completed upon execution by the Department.* We will return one copy of the executed Agreement for your files.

If you have any questions or need any additional assistance, please contact Robert Graham at (404) 631-1684.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Story".

For: Brent A. Story, P.E.
State Design Policy Engineer

BAS: rg

cc: Emily Dunn, State Transportation Board, Congressional District 9
Meg Pirkle, Chief Engineer
Brent Cook, District 1 Engineer
Hiral Patel, Director of Engineering

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
DAWSON COUNTY

This Agreement is made and entered into this _____ day of _____, 20___, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and DAWSON COUNTY, GEORGIA acting by and through its Board of Commissioners, hereinafter called the **COUNTY**.

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to obtain roundabout lighting as part of the **SR 9 @ CR 194/CR 252/DAWSON FOREST ROAD** project, said lighting to be installed under P.I. No. 0013682, Dawson County;

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to participate in:
1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid location, and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the COUNTY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting as part of the **SR 9 @ CR 194/CR 252/DAWSON FOREST ROAD** project, said lighting to be installed under P.I. No. 0013682, Dawson County as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the COUNTY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The COUNTY further agrees to provide and pay for all the energy required for the operation of said lighting system.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The COUNTY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the COUNTY.

5. It is understood by the COUNTY that the DEPARTMENT has relied upon the COUNTY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the COUNTY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the COUNTY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the COUNTY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the COUNTY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the COUNTY with a statement of material costs upon completion of the installation.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

RECOMMENDED:

DAWSON COUNTY

BY: _____
Chairman, Board of Commissioners

(SEAL)

DEPARTMENT OF TRANSPORTATION

BY _____
Commissioner

(SEAL)

WITNESS

Notary Public

This Agreement approved by the Board of Commissioners at a meeting held at

this _____ day of _____,

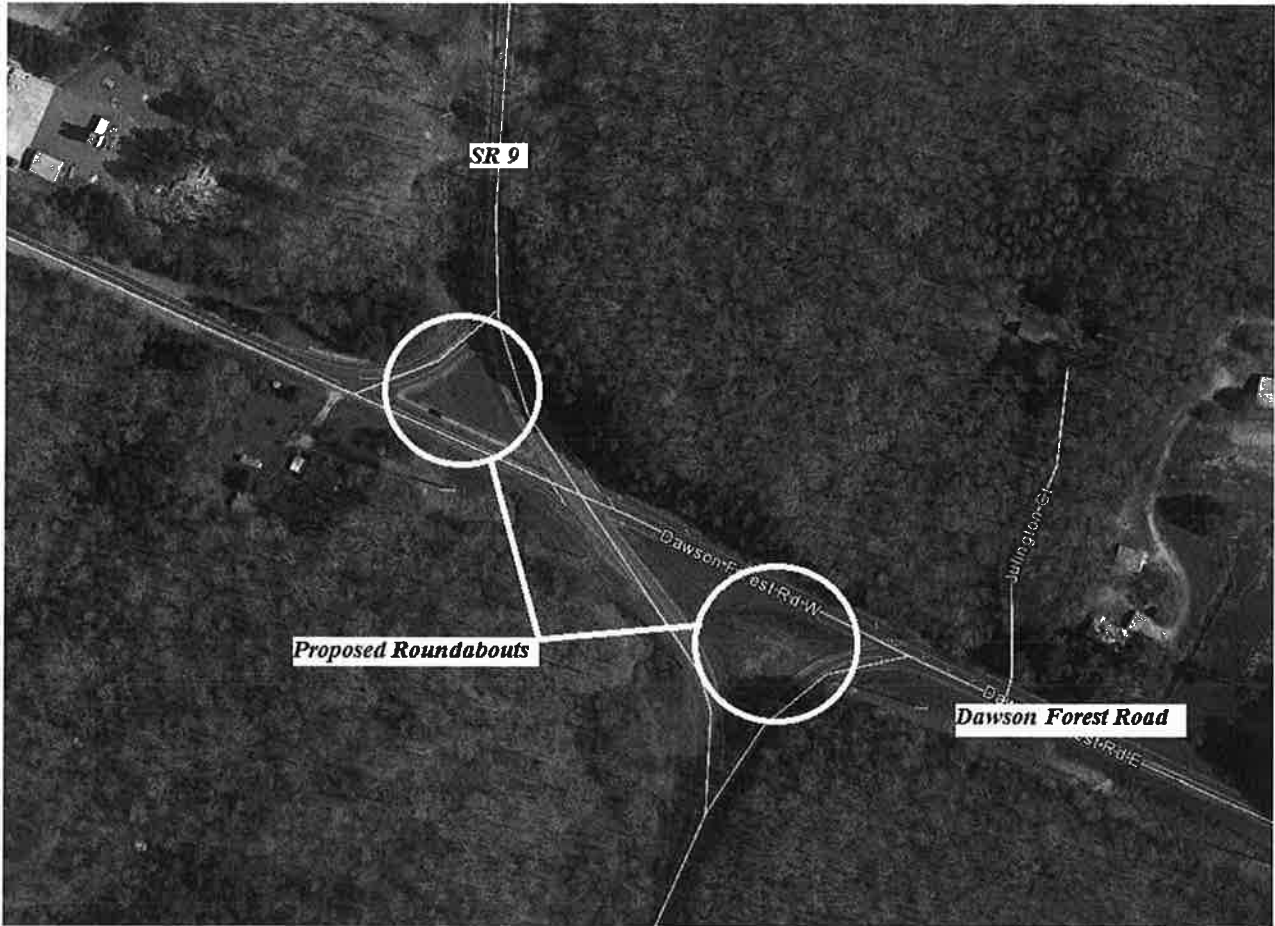
20__.

ATTEST:

Treasurer

Commission Clerk

Attachment "A"



Project Location Map

**SR 9 @ CR 194/CR 252/Dawson Forest Road
Dawson County
P.I. No. 0013682**

Backup material for agenda item:

8. Board Appointments:

a. **Dawson County Library Board**

- i. Don Cargill- *appointment* (Term: February 2018 through December 2020)

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 Library Board for Dawson County

Name Don Cargill

Home Address 561 Gold Bullion Drive, E.

City, State, Zip Dawsonville, Ga. 30534

Mailing Address (if different) _____

City, State, Zip _____

Telephone Number _____ Alternate Number _____

Fax Telephone Number _____

E-Mail Address _____

Additional information you would like to provide:

Resident of Dawsonville for 8+ years

Member of First Baptist Church

Former and incoming President of Lion's Club of Dawsonville

Dawsonville Chamber of Commerce member

* More information on back
Signature _____ Date 1/4/2018

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

Return to: Dawson County Board of Commissioners
Attn: County Clerk
25 Justice Way, Suite 2313
Dawsonville, GA 30534
(706) 344-3501 FAX: (706) 344-3889

President and owner of J.D. Cargill & Associates, Inc.
for 27 years (a political affairs firm representing
clients before the Ga. General Assembly)

Director of Government Affairs for the Atlanta
Gas Light Company

Vice President of Government Affairs for the
Georgia State Chamber of Commerce