

L.A. BRETT & SONS, INC.

950 Cooper St; Wadley, GA 30477
Office: 1 (478) 252-5400; Mobile: 1 (478) 494-4802
Dustin Brett, dabb@labbrett.com

3/26/2024

Rheneys Rd

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KEN

**Jefferson County
Financial Report Summary
April 2024**



Tenth month of FY 2024 (84%)

General Fund

| | | | |
|------------------------------------|----|---------------|-------|
| LOST Collected This Month | \$ | 124,353.20 | |
| Total Revenues YTD | \$ | 15,845,794.12 | 83.4% |
| Total Expenditures YTD | \$ | 15,335,085.78 | 83.6% |
| Bank Account Balance | \$ | 470,396.41 | |
| Georgia Fund 1 Balance | \$ | 4,177,784.49 | |
| MBS - CD | \$ | 1,223,000.00 | |
| First State Bank Interest Checking | \$ | 4,597,033.76 | |

SPLOST 2016 Fund

| | | | |
|-------------------------------|----|------------|---|
| Revenue Collection This Month | \$ | - | * |
| Bank Account Balance | \$ | 106,787.44 | |

SPLOST 2022 Fund

| | | | |
|-------------------------------|----|--------------|----|
| Revenue Collection This Month | \$ | 122,097.23 | ** |
| Bank Account Balance-County | \$ | 1,002,815.70 | |

TIA/TSPLOST Fund

| | | | |
|-------------------------------|----|------------|--|
| Revenue Collection This Month | \$ | 139,738.34 | |
| Bank Account Balance | \$ | 311,664.17 | |

Landfill Fund

| | | | |
|--------------------------|----|------------|--|
| Landfill Account Balance | \$ | 183,257.43 | |
|--------------------------|----|------------|--|

ARPA Fund

| | | | |
|----------------------|----|--------------|--|
| ARPA Account Balance | \$ | 2,294,948.99 | |
|----------------------|----|--------------|--|

County Administrator's Report

April 2024

1. **FY2025 Budget:** The majority of the month was spent working on the budget. Met with department heads and entered the requests for the FY25 budget. Entered the estimates from the Salary and Benefits worksheet. Created a capital equipment list. Started the process of trimming and balancing each of the departments and funds.
2. Met with pest control applicator contactor about spraying the Courthouse property for ants, and weeds and spraying fertilizer.
3. **Health Department CDBG 24 Application:** Finish having application documents signed and sent to Nicee Long.
4. **CDS Application – Equipment:** Prepared an application for the Congressional Directed Spending grant for public safety equipment.
5. **CDS Application – EOC:** Prepared a grant application to relocate and buy equipment for E-911, EMA, and the EOC. After submission, several phone calls and e-mails were received from Mrs. Maria Cook requesting adjustments to the application and the budget. Ultimately, the application was reduced to \$500,000 to renovate the Office Park to receive the EOC.
6. **Assistant Administrator:** Prepared a job description for the position. Advertised and interviewed 3 candidates.
7. **Salary and Benefits Budget Worksheet:** Completed the salaries and benefits worksheet. Added new employees. Calculated the cost of employment for FY2025.
8. Attended a video conference call for the GCCMA Board of Directors.
9. Had a video conference call with Lance Cheely the landscape architect working on the Improving Neighborhoods Rec Grant project, to review the preliminary project design for the concessions building at the football fields.
10. Arranged a meeting with Mrs. Suzanne Sharkey, Georgia Power, and the cities and Mr. Jim Anderson and Mr. Ken Thomas.
11. Had several telephone calls and texts concerning the purchase of used tanker trailers from Howard Shephard Trucking. Two trailers were purchased.
12. Had several telephone calls related to the erosion control plan and land disturbance permit for Molly's Truck Stop.
13. Had several telephone calls and numerous visits to the park to direct and inspect the construction of the block work for the OCP signs.
14. **Medical Insurance:** Had several telephone calls and emails related to the implementation of the new health insurance plan. The implementation went amazingly well.
15. **BOC Meeting:** Prepared a list of agenda items and documents. Prepared for the meeting. Attended the meeting. Implemented the decisions of the Board following the meeting.
16. **Fleet Management Program:** Had several telephone calls, e-mails, and conference calls about implementing the Envue GPS and Fleetio Maintenance software. Started updating the list of vehicles and equipment. Met with Lamar and Van about using the maintenance software. Order an iPad and cover for the shop.
17. **Leisure Center CDBG:** Met with the contractor on several occasions. Took Mrs. Tammie on a tour of the renovated facility. Met with contractors to get pricing for the carport pad.

18. Had many telephone calls concerning planning and zoning issues:
 - a. Solar farm ordinance changes
 - b. Road frontage requirement changes
 - c. Poultry house permits
19. Prepared the 2023 ARPA report and uploaded it to the Department of Treasury.
20. Met with Sen. Max Burns and Mr. Lee Wood concerning several issues—Stuckey’s, TheraTrue, and the legislative session.
21. Had several telephone calls and discussions concerning operations at the Landfill and the installation of the meter at the leachate tank.
22. **Office Park:** Had many telephone calls, video conference calls, and meetings with the architect and various engineers to discuss portions of the Office Park renovation project.
23. Had several telephone calls and e-mails concerning flagpole and no-frontage lots and proposed plats.
24. Attended the Rotary Club meeting to hear Louisville’s presentation on their new housing grant project.
25. Attended the ACCG Conference in Savannah from April 25-28. Takeaways:
 - a. Attended the two-day class on Property Appraisal and Taxation on Thursday and Saturday,
 - b. Attended the County Managers' meeting on Friday morning,
 - c. Went through the Buyers Mart,
 - d. Attended the opening session and heard the keynote from General Mark Welch and an update from Georgia Power President and CEO, Kim Greene,
 - e. The biggest takeaway was the legislative update related to property taxes and the new sales tax, “FLOST.”
26. Reviewed invoices and signed checks several times each week.
27. Had several personnel-related items to work out throughout the month.
28. Inspected several roads and investigated several road issues and complaints throughout the month.

4-year terms, ending at year noted. Staggered terms designated at 12/9/2003 meeting of County Commissioners.
***** appointment schedule & Commission appointee established by Board of Commissioners resolution.**

Development Authority of
Jefferson County
2024

Bill Easterlin (Chairman) (2026)
(Chairman)

Queensborough National Bank & Trust
P.O. Box 467
Louisville, GA 30434
478-625-2000
478-625-2021 x257 – direct line
bill@QNBTrust.com
cell: 478-494-0614

Kenny Johnson (2025) (Dist 4)

Jefferson Energy Cooperative
P.O. Box 457
Wrens, GA 30833
706-547-5027
KJohnson@jec.coop
cell: 706-833-8546

Dennis Thompson (2026) (Dist 2)

P.O. Box 123
Louisville, GA 30434
478-625-9006 home
dnnsthmps@aol.com
cell: 706-339-7921

Billy Valduga (2027)(Louisville)

State Farm Insurance
1046 Peachtree St.
Louisville, GA 30434
billy.valduga.pyi1@statefarm.com
office: 478-625-7929
cell: 478-550-2842

Paul Arrington (2027) (Wrens)

Arrington Electric
823 E. Broad St.
Wrens, GA 30833
arringtonelectric@gmail.com
office: 706-545-2675
cell: 706-833-5876

Jeff Gay (2025) (Dist 3)

M.B. Jones Oil Company

Wrens, GA 30833
jeffg@mbjoil.com
cell: 706-339-5996

Bob Swan (2026) (Wadley)

Battle Lumber Company

Wadley, GA 30477
478-252-5210 x 226
Cell: 478-494-7732
bob@battlelumberco.com

Edith Pundt (Secty-Treas) (2024) (Dist 1)

P.O. Box 132
Wadley, GA 30477
edie@bellsouth.net
cell: 478-494-2270

Lee Woods (Vice Chairman) 2024

(Chairman)

State Farm Insurance
101 School St.
Wrens, GA 30833
706-547-2994
Cell: 706-833-2740
Lee.woods.g2k0@statefarm.com

STAFF

Greg Sellars, Executive Director
gsellars@jeffersoncounty.org
478-456-5852

Lil Easterlin, Executive Administrative
Director

LEasterlin@JeffersonCounty.org
706-829-2566

**Jefferson County
Ancillary Insurance Comparison**

| Company | | Broker | Amount | % Change | Recommendation |
|--|-------------------|-------------------|---|------------------------|--------------------|
| Basic Life - County Paid | | | | | |
| Current | Anthem | ACHS - Acrisure | \$0.237 per \$1000 (Life) / \$0.020 per \$1000 (AD&D) | -- | |
| Renewal | Anthem | ACHS - Acrisure | \$0.237 per \$1000 (Life) / \$0.020 per \$1000 (AD&D) | -- | |
| Proposal | Mutual of Omaha | StrongSide | \$0.130 per \$1000 (Life) / \$0.020 per \$1000 (AD&D) | -41.6% | Recommended |
| Vol Life- County Paid | | | | | |
| Current | | ACHS - Acrisure | Rates stay the same for renewal | -- | |
| Proposal | Mutual of Omaha | StrongSide | Savings on all age ranges | Average -12.46% | Recommended |
| Short-Term Disability - County Paid | | | | | |
| Current | Lincoln | ACHS - Acrisure | \$0.65/10 of benefit | -- | |
| Proposal | Lincoln | ACHS - Acrisure | \$0.767/10 of benefit | 18.0% | |
| Proposal | The Standard | ACHS - Acrisure | \$0.623/10 of benefit | -4.9% | |
| Proposal | Mutual of Omaha | StrongSide | \$0.65/10 of benefit | 0.0% | Recommended |
| Long-Term Disability - County Paid | | | | | |
| Current | Lincoln | ACHS - Acrisure | \$0.48/100 of salary | -- | |
| Proposal | Lincoln | ACHS - Acrisure | \$0.566/100 of salary | 17.9% | |
| Proposal | The Standard | ACHS - Acrisure | \$0.525/100 of salary | 9.4% | |
| Proposal | Mutual of Omaha | StrongSide | \$0.46/100 of salary | -4.17% | Recommended |
| Hospital Indemnity - Voluntary, Employee Paid | | | | | |
| Current | American Fidelity | American Fidelity | | | |
| Proposal | Mutual of Omaha | StrongSide | \$15.74, \$35.02, \$21.01, \$42.02 | | Recommended |



Jefferson County Board of Commissioners
July 1, 2024

| Carrier Marketing Survey | | |
|--|--|------------------------------|
| Basic Life | | |
| | STATUS | Rate Guarantee |
| Greater Georgia Life Insurance Company | Current Carrier | |
| Mutual of Omaha | 41.6% Savings or \$5,000 | 2 Year RG |
| MetLife | 2.7% Savings or \$327 | 2 Year RG |
| Humana | 2.7% Savings or \$327 | 2 Year RG |
| The Hartford | 11.3% Savings or \$1,355 | 2 Year RG |
| United Healthcare | 30% Savings or \$3,598 | 3 Year RG |
| Vol Life | | |
| | STATUS | |
| Greater Georgia Life Insurance Company | Current Carrier | |
| Mutual of Omaha | Average 12% Savings | 2 Year RG |
| MetLife | Average 14% Savings | 3 Year RG |
| Humana | Average 36% Savings | 2 Year RG |
| The Hartford | 0% Increase, Flat | 2 Year RG |
| United Healthcare | Average 4.42% Savings | 3 Year RG |
| STD | | |
| | STATUS | |
| Lincoln | Current Carrier | |
| Mutual of Omaha | 0% Increase, Flat; | 1 Year RG |
| MetLife | 3.08% Savings or \$1,942 | 2 Year RG |
| Humana | 4.62% Increase or \$2,913 | 2 Year RG |
| The Hartford | 25.38% Increase or \$16,024 | 2 Year RG |
| United Healthcare | 10.77% Savings or \$6,798 | 2 Year RG |
| LTD | | |
| | STATUS | |
| Lincoln | Current Carrier | |
| Mutual of Omaha | 4.17% Savings or \$1,530 | 2 Year RG |
| MetLife | 6.25% Savings or \$2,296 | 2 Year RG |
| Humana | 68.75% Increase or \$25,260 Annually | 2 Year RG |
| The Hartford | 3.75% Savings or \$1,377 | 2 Year RG |
| United Healthcare | 0% Increase, Flat | 3 Year RG |
| Hospital Indemnity | | |
| | STATUS | |
| American Fidelity | Current Carrier | |
| Mutual of Omaha | \$36,530 Annually | |
| MetLife | \$65,065 Annually | |
| The Hartford | \$55,137 Annually | |
| United Healthcare | \$40,669 Annually | |
| Dental (MAC) | | |
| | STATUS | |
| Anthem BCBS | Current Carrier; 23% Increase or \$12,413 Annually | |
| Mutual of Omaha (Mac) | 0% Increase, Flat | 1 Year RG |
| MetLife | 16.29% Increase or \$8,609 Annually | 1 Year RG w/ 2nd Year 7% Cap |
| Humana | 0% Increase, Flat | 1 Year RG |
| United Healthcare | 5.97% Savings or \$3,155 | 2 Year RG |
| United Concordia | 14.27% Increase or \$7,538 Annually | 1 Year RG w/ 2nd Year 7% Cap |

| Carrier | Total Savings |
|---------|-----------------------|
| MOO | Minimum(-\$10,500+) |
| UHC | Minimum (-\$ 13,500+) |

The content described in this document is representative. We strive for accuracy, however, you should always refer to the carrier plan documents for final representation.



Bobcat of Augusta
 2803 Wylde Road
 Augusta, Ga 30909
 (706) 737-7253

Proposal

| | | | |
|-------------------------|---------------------|-----------------|---------------|
| Customer | Jefferson County | Date | 4/16/2024 |
| ATTN | Cody Birdwell | | |
| Address | | Salesman | David Johnson |
| City, State, Zip | Louisville GA 30434 | | 706-945-5546 |

| Qty | Description | Serial Number | |
|-----|---|---------------|--------------|
| 1 | New Bobcat T86 Compact Track Loader Operating Weight: 12393 lbs 105HP Lift height to hinge pin: 132" Rated operating capacity 50% of tip load - 5429 lbs Deluxe CAB/ 7" touch screen/ Backup camera Three Hydraulic modes: STD , high flow (36.6 gpm), and SuperFlow (42 gpm) Power Bobtach Coupler 2 Speed Travel: low 5.5 mph, high 10.7 mph Bluetooth Radio Heated Cloth Air Ride Seat Ride Control Option included Reversing Fan option included Wide Track Joystick Control 80" Severe Duty Bucket with Bolt on Edge Warranty: 2 years, 2000 hrs | TBD | \$109,900.00 |

** Pricing in conjunction with Bobcat Governmental Programs exp 6-30-2024

| | |
|--------------|--------------|
| Total | \$109,900.00 |
| tax | |
| Total | \$109,900.00 |

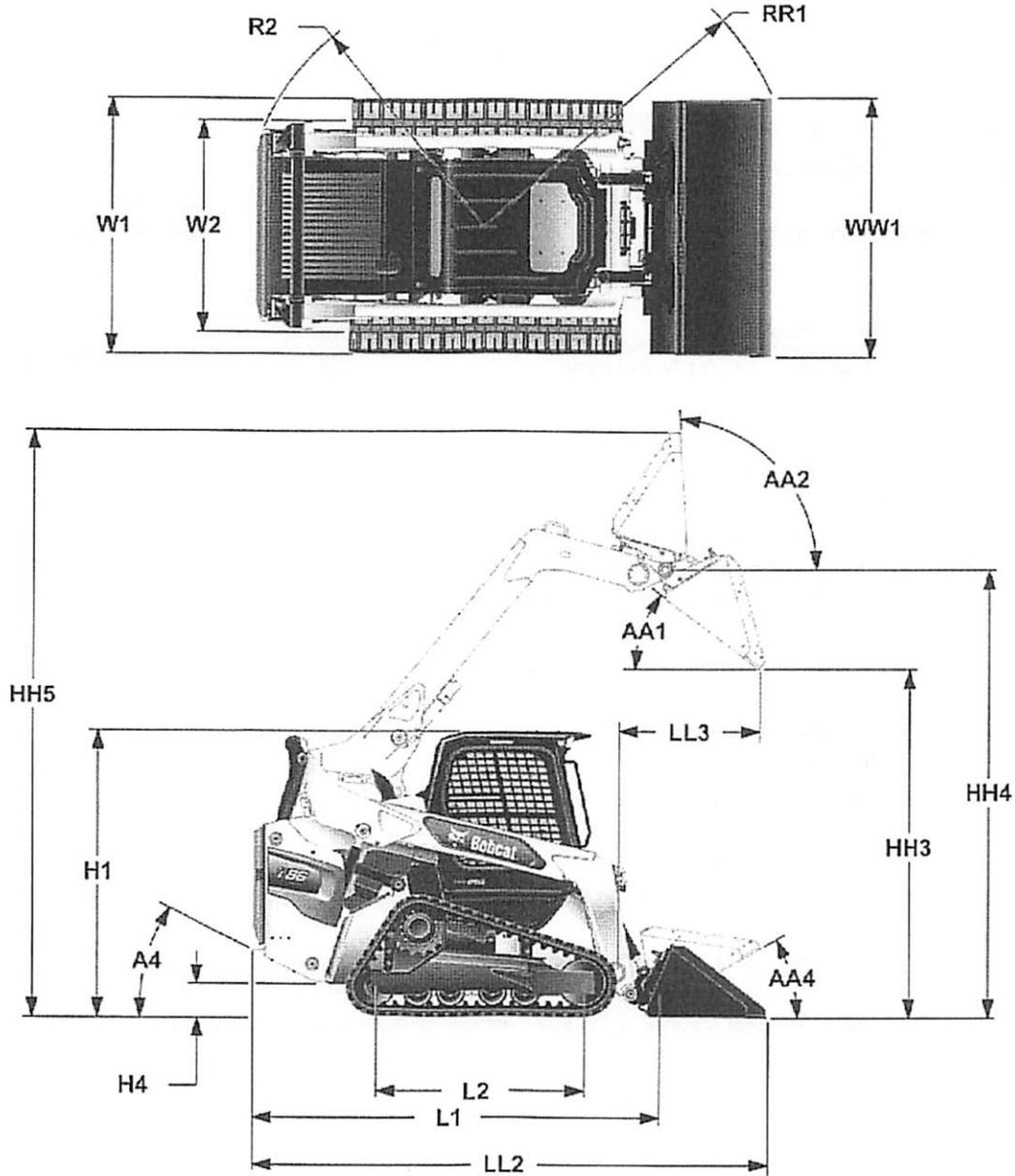
Customers Signature

Dealer Signature

Thank you for your business!

T86 Loader Sales Specification

Machine Dimensions



*Specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual Bobcat equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.

T86 Loader Sales Specification

Machine Dimensions (Cont'd)

- Dimensions are given for loader equipped with standard tracks and 80 in. Heavy Duty bucket and may vary with other bucket types.
- Where applicable, specifications conform to SAE or ISO standards and are subject to change without notice.

| | | |
|------------|---|--------------------|
| R2 | Rear of machine clearance radius | 1950 mm (76.8 in) |
| RR1 | Carry position machine clearance radius | 2255 mm (88.8 in) |
| W1 | Overall width | 1981 mm (78.0 in) |
| W2 | Track Gauge | 1531 mm (60.3 in) |
| WW1 | Bucket width | 2032 mm (80.0 in) |
| HH5 | Overall operating height | 4345 mm (171.1 in) |
| H1 | Overall height | 2111 mm (83.1 in) |
| A4 | Angle of departure | 30 degrees |
| H4 | Ground clearance | 218 mm (8.6 in) |
| L2 | Crawler Base | 1683 mm (66.3 in) |
| L1 | Length without attachment | 3059 mm (120.4 in) |
| LL2 | Overall length | 3900 mm (153.5 in) |
| AA2 | Maximum rollback - fully raised | 93 degrees |
| AA1 | Dump angle | 40 degrees |
| LL3 | Reach - fully raised | 976 mm (38.4 in) |
| HH3 | Dump height | 2586 mm (101.8 in) |
| AA4 | Maximum rollback - carry position | 31 degrees |
| HH4 | Height to hinge pin | 3353 mm (132.0 in) |

Changes of structure or weight distribution of the loader can cause changes in control and steering response, and can cause failure of the loader parts.

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T86 Loader Sales Specification

Performance Specifications

| | TORSION SUSPENSION UNDERCARRIAGE | SOLID-MOUNTED UNDERCARRIAGE |
|--|----------------------------------|------------------------------|
| Rated Operating Capacity | 1678 kg (3700 lb) | 1723 kg (3800 lb) |
| with 200 Pound Frame Mounted Counterweight Kit | 1735 kg (3825 lb) | 1792 kg (3950 lb) |
| with 300 Pound Frame Mounted Counterweight Kit | 1769 kg (3900 lb) | 1826 kg (4025 lb) |
| with 400 Pound Frame Mounted Counterweight Kit | 1792 kg (3950 lb) | 1860 kg (4100 lb) |
| Tipping Load | 4795 kg (10571 lb) | 4924 kg (10857 lb) |
| Operating Weight | 5901 kg (13010 lb) | 5701 kg (12570 lb) |
| Breakout Force – Lift | 3298 kg (7270 lb) | 3248 kg (7160 lb) |
| Breakout Force – Tilt | 3472 kg (7654 lb) | 3375 kg (7440 lb) |
| Travel Speed: | | |
| — Low Range | 0 – 8,9 km/h (0 – 5.5 mph) | 0 – 8,9 km/h (0 – 5.5 mph) |
| — High Range | 0 – 17,2 km/h (0 – 10.7 mph) | 0 – 17,2 km/h (0 – 10.7 mph) |

Engine Specifications

| | |
|--------------------------------|--|
| Make / Model | Engine / 3,4L Engine, V2 Tier 4 |
| Fuel | Ultra Low Sulfur Diesel |
| Cooling | 53% Propylene Glycol / 47% Water Mixture |
| Horsepower: | |
| — ISO 9249 EEC / SAE J1349 Net | 74,8 kW (100.3 hp) @ 2600 rpm |
| — ISO 14396 Gross | 78,3 kW (105.0 hp) @ 2600 rpm |
| — SAE J1995Gross | 78,7 kW (105.5 hp) @ 2600 rpm |
| — Rated Power | 78,3 kW (105.0 hp) @ 2600 rpm |

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T86 Loader Sales Specification

Engine Specifications (Cont'd)

| | |
|--------------------------------|--|
| Torque: | |
| — ISO 9249 EEC / SAE J1349 Net | 398,7 N•m (294.1 ft-lb) @ 1600 rpm |
| — ISO 14396 Gross | 407,0 N•m (300.2 ft-lb) @ 1600 rpm |
| — SAE J1995 Gross | 409,0 N•m (301.7 ft-lb) @ 1600 rpm |
| — Rated Torque | 407,0 N•m (300.2 ft-lb) @ 1600 rpm |
| Low Idle rpm | 1025 - 1075 |
| High Idle rpm | 2575 - 2625 |
| Number of Cylinders | 4 |
| Displacement | 3409 cm ³ (208.0 in ³) |
| Bore / Stroke | 98 mm / 113 mm (3.9 in / 4.4 in) |
| Lubrication | Gear Pump Pressure System with Filter |
| Crankcase Ventilation | Closed Breathing |
| Air Cleaner | Dry replaceable paper cartridge with separate safety element |
| Ignition | Diesel – Compression |
| Air Induction | Turbo-Charged and Charged Air Cooled |
| Starting Aid | Glow plugs automatically activated as needed in RUN position |

Drive System Specifications

| | |
|-------------------------|---|
| Main Drive | Fully hydrostatic, rubber track drive |
| Transmission | Infinitely variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic motors |
| Tracks (Tension) | Grease cylinder and spring |

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T86 Loader Sales Specification

Control Specifications

| | |
|--|--|
| Machine Steering | Direction and speed controlled by joystick(s) |
| Loader Hydraulics: — Lift and Tilt — Front Auxiliary — Rear Auxiliary (If equipped) | Controlled by joystick(s) Controlled by electrical switch on Right Hand joystick Controlled by electrical switch on Left Hand joystick |
| Auxiliary Pressure Release | Pressure relieved through quick couplers; Push couplers in, hold for 5 seconds |
| Engine | Hand operated speed control, additional foot operated speed control pedal; key-type start switch or keypad and function error shutdown |
| Service Brake | Two independent hydrostatic systems controlled by joystick(s) |
| Secondary Brake | One of the hydrostatic transmissions |
| Parking Brake | Spring applied pressure release multi-disc brake activated by manually operated button on right control panel |

Hydraulic System Specifications

| | |
|---|---|
| Pump Type – Standard-Flow Loaders | Engine driven, gear type |
| Pump Capacity – Standard-Flow | 89,3 L/min (23.6 U.S. gpm) |
| Pump Type – High-Flow and Super-Flow Loaders | Engine driven variable displacement axial piston type |
| Pump Capacity – Standard-Flow | 87,1 L/min (23.0 U.S. gpm) |
| Pump Capacity – High-Flow | 138,5 L/min (36.6 U.S. gpm) |
| Pump Capacity – Super-Flow | 159,0 L/min (42.0 U.S. gpm) |
| System Relief at Quick Couplers – Standard-Flow and High-Flow | 23,8 – 24,5 MPa (238 – 245 bar) (3450 – 3550 psi) |
| System Relief at Quick Couplers – Super-Flow | 27,7 – 28,3 MPa (277 – 283 bar) (4011 – 4111 psi) |

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T86 Loader Sales Specification

Hydraulic System Specifications (Cont'd)

| | |
|-----------------------------------|--|
| Filter (Main Hydraulic) | Replaceable & 10(c) ≥ 200 ISO 16889, drop in element |
| Filter (Charge) | Replaceable & 12(c) ≥ 200 ISO 16889, spin on element |
| Filter (Case Drain) | Replaceable & 20(c) ≥ 200 ISO 16889, spin on element |
| Filter (Hydraulic Reservoir Vent) | Replaceable 3 micron, barbed vent |
| Control Valve | 3-Spool, open center with electric actuator controlled lift with float and tilt; Electro-hydraulic piloted auxiliary spool |
| Fluid Lines | SAE Standard tubefines, hoses, and fittings |
| Hydraulic Function Time: | |
| — Raise Lift Arms | 4.5 seconds |
| — Lower Lift Arms | 3.0 seconds |
| — Bucket Dump | 2.8 seconds |
| — Bucket Rollback | 2.0 seconds |

Hydraulic Cylinder Specifications

| Double-acting; lift cylinders have cushioning feature on lower, tilt cylinders have cushioning feature on dump and rollback | BORE | STROKE | ROD |
|---|-------------------|---------------------|-------------------|
| Lift | 76,2 mm (3.00 in) | 712,0 mm (28.03 in) | 44,5 mm (1.75 in) |
| Tilt | 82,6 mm (3.25 in) | 376,4 mm (14.82 in) | 44,5 mm (1.75 in) |

Electrical System Specifications

| | |
|------------|---|
| Alternator | Belt driven, 120 amperes, open frame |
| Battery | 12 volt, 1000 cold cranking amperes @ -18°C (0°F), 186 minute reserve capacity @ 25 amperes |
| Starter | 12 volt, gear type, 2,7 kW (3.62 hp) |

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T86 Loader Sales Specification

Fluid Capacities

| | |
|---|----------------------------|
| Fuel | 119,6 L (31.6 U.S. gal) |
| Diesel Exhaust Fluid (DEF) / AdBlue® | 20,4 L (5.4 U.S. gal) |
| Engine Oil with Filter Change | 12,8 L (13.5 qt) |
| Engine Cooling System with Heater | 17,1 L (18.1 qt) |
| Engine Cooling System without Heater | 16,5 L (17.4 qt) |
| Hydraulic / Hydrostatic Reservoir | 23,7 L (25.0 qt) |
| Hydraulic / Hydrostatic System | 62,5 L (16.5 U.S. gal) |
| Hydrostatic Drive Motor Brake Cavity (Each) | 517,5 mL (17.5 U.S. fl oz) |
| Air Conditioning Refrigerant (R-134a) | 0,82 kg (1.8 lb) |

Tracks

| | |
|-----------------|-------------------------|
| Standard Rubber | 450 mm (17.7 in) Rubber |
| Multi-Bar Lug | 450 mm (17.7 in) Rubber |

Ground Pressure

| | TORSION SUSPENSION UNDERCARRIAGE | SOLID-MOUNTED UNDERCARRIAGE |
|---------------------------------|-------------------------------------|--------------------------------|
| Rubber Track - 450 mm (17.7 in) | 0,034 MPa (0,34 bar) (5.0 psi) | 0,033 MPa (0,33 bar) (4.9 psi) |

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Earthmoving Sales Order

Yancey Bros.Co. 330 Lee Industrial Blvd.Austell, GA 30168

DATE May 02, 2021

| | | | |
|-------------------|--------------------------|---------------------|---------------------------------------|
| PURCHASER | JEFFERSON COUNTY BOC | | |
| STREET ADDRESS | PO BOX 658 | | |
| CITY/STATE | LOUISVILLE, GA | COUNTY | JEFFERSON |
| POSTAL CODE | 30434-0658 | PHONE NO. | 478-625-3332 |
| CUSTOMER CONTACT: | EQUIPMENT | MR KEN THOMAS | |
| | PRODUCT SUPPORT | MR KEN THOMAS | |
| INDUSTRY CODE: | COUNTY GOVERNMENT (CV92) | PRINCIPAL WORK CODE | COMMERCIAL & PUBLIC DEVELOPMENT (251) |

| | | | | | | | |
|-----------------|--------|---------------------------------------|-----|----------|--------|--------------------|--|
| CUSTOMER NUMBER | 903091 | Sales Tax Exemption # (if applicable) | N/A | QUOTE NO | 257864 | CUSTOMER PO NUMBER | |
|-----------------|--------|---------------------------------------|-----|----------|--------|--------------------|--|

| | | | |
|-----------------------------------|--------------------------|--------------------------|---|
| PAYMENT TERMS: | | | |
| NET PAYMENT ON RECEIPT OF INVOICE | <input type="checkbox"/> | NET ON DELIVERY | <input type="checkbox"/> |
| NEGOTIATED TERMS | | <input type="checkbox"/> | INITIAL |
| FINANCIAL SERVICES | | <input type="checkbox"/> | CSC <input type="checkbox"/> LEASE <input type="checkbox"/> |
| CASH WITH ORDER | 0 | BALANCE TO FINANCE | 0 |
| PAYMENT PERIOD | | PAYMENT AMOUNT | 0.00 |
| CONTRACT INTEREST RATE | 0 | NUMBER OF PAYMENTS | 0 |
| | | OPTIONAL BUY-OUT | 0 |

| DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED | | | |
|--|--------------------------|------------------------------------|----------|
| MAKE: CATERPILLAR, INC. | MODEL: 299D3 XBD2 | YEAR: 2024 | |
| STOCK NUMBER: EM2233186 | SERIAL NUMBER: 0B6202528 | | |
| 299D3 XE COMPACT TRACK LOADER | 597-4544 | COUNTERWEIGHT, MACHINE, EXTERNAL | 345-5148 |
| FAN, COOLING, DEMAND, REVERSING | 579-8782 | MOUNTING, FIRE EXTINGUISHER | 563-7518 |
| STANDARD RADIO (12V), BLUETOOTH | 345-6180 | SERIALIZED TECHNICAL MEDIA KIT | 421-8926 |
| LIGHTS, LED | 495-1671 | SEAT BELT, 2" | 542-6994 |
| RUBBER BELT, 2 SPD, TF IDLERS | 512-3929 | REAR LIGHTS | 356-6082 |
| QUICK COUPLER, HYDRAULIC | 589-8297 | TRACK, RUBBER, 400MM (15.7IN) BLCK | 389-7673 |
| DOOR, CAB, POLYCARBONATE | 586-1308 | DEBRIS MANAGEMENT PKG, (DM2) | 629-2288 |
| CAB PACKAGE, ULTRA | 588-9141 | BUCKET-HP, 80", BOT | 426-6547 |
| PRODUCT LINK, CELLULAR PL641 | 573-8121 | CARRIAGE, PAL C2, 46", SSL | 351-9371 |
| PACK, DOMESTIC TRUCK | 0P-0210 | FORK, PAL, FIXED 48", 3500LB | 195-8545 |

| TRADE-IN EQUIPMENT | | | SELL PRICE | |
|--------------------|---------|----------|-------------------|----------|
| MODEL: | YEAR: | SN: | | 145,372 |
| PAYOUT TO: | AMOUNT: | PAID BY: | EXT WARRANTY | Included |
| MODEL: | YEAR: | SN: | CSA | Included |
| PAYOUT TO: | AMOUNT: | PAID BY: | NET BALANCE DUE | 145,372 |
| MODEL: | YEAR: | SN: | TOTAL QUOTE PRICE | 145,372 |
| PAYOUT TO: | AMOUNT: | PAID BY: | | |
| MODEL: | YEAR: | SN: | | |
| PAYOUT TO: | AMOUNT: | PAID BY: | | |

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

| | | | |
|--|---------|--|---------|
| <input type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY | INITIAL | <input type="checkbox"/> USED EQUIPMENT WARRANTY | INITIAL |
| <p>The customer acknowledges that he has received a copy of the YANCEY/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary:</p> | | <p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p> | |

CSA: 24/1000 Parts Only CVA

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

| | | | |
|-------------------|--------|--------------------------|---------------|
| ORDER RECEIVED BY | YANCEY | APPROVED AND ACCEPTED ON | PURCHASER |
| Callaway, Rick | | JEFFERSON COUNTY BOC | |
| REPRESENTATIVE | | BY | Customer Sign |

TERMS AND CONDITIONS

PRICE: THE PRICES LISTED ARE SUBJECT TO INCREASE IN THE EVENT OF HIGHER PRICES ARE BEING GENERALLY QUOTED BY YANCEY BROS. CO. FOR SIMILAR EQUIPMENT AT THE TIME THE EQUIPMENT IS DELIVERED TO CUSTOMER, OR (B) A CHANGE OCCURS IN THE CONTEMPLATED TIME OR MANNER OF DELIVERY.

- TITLE AND SECURITY INTEREST.**
- (a) In the event this Order provides for a lease of the Equipment to Customer, Customer hereby acknowledges and agrees that title to all such equipment and to all replacements or substitutions thereof shall at all times remain in Yancey Bros. Co. Customer further agrees to keep the Equipment free from any all liens, claims, and security interests, and shall do or permit no act or thing whereby Yancey Bros. Co. title or rights may in any way be encumbered or impaired. Customer shall not be entitled to exercise any purchase option, which may be granted with respect to the Equipment if Customer is in default of its obligations to Yancey Bros. Co. under this Order or any equipment lease, conditional sales contract, or other agreement with Yancey Bros. Co.
- (b) In the event this Order provides for a sale of the Equipment to Customer, and Customer does not pay Yancey Bros. Co. in full for all obligations relating to the Equipment as designated by this Order upon or prior Customer does hereby create and grant a purchase money security interest in and to the Equipment in favor of Yancey Bros. Co., and Yancey Bros. Co. hereby reserves a purchase money security interest in the Equipment secure payment of all Customer's obligations to Yancey Bros. Co. In connection with the Equipment as provided under this Order. Upon customer's execution of this Order, and written acceptance thereof by this Order shall constitute a security agreement and shall be enforceable against Customer as such in accordance with the Uniform Commercial Code as adopted in the State of Georgia. Upon any default by Customer in its obligations pursuant to this Order, Yancey Bros. Co. may exercise any and all rights available to it by agreement or under law, including the aforesaid Uniform Commercial Code. Without limiting the generality of the foregoing, upon any default, Yancey Bros. Co. may declare the entire unpaid portion of the Customer's obligation hereunder immediately due and payable, and the agreement of sale or lease terminated, and may require Customer to assemble the Equipment and make it available to Yancey Bros. Co. at a convenient place designated by Yancey Bros. Co. In addition, Yancey Bros. Co. may, at its option, charge and collect from Customer, an liquidated damages, and amount equal to all costs and expenses incurred by Yancey Bros. Co. in delivering, repossessing, and returning the Equipment, plus rental payments for the period Customer had possession of the Equipment in an amount not less than the rental payments normally charged by Yancey Bros. Co. for similar equipment on a month-to-month lease.

As used herein, the term "Equipment" shall mean all machinery and equipment described in the face of this Order, together with all parts, accessories, supplies, materials, and other items attached to or located on the Equipment, and, unless the context otherwise requires, shall also include all dealer preparation services related to the Equipment which Yancey Bros. Co. may agree to provide.

1. **Acceptance: Applicable Terms and Conditions of Purchase.**
 - (a) This Equipment order shall become a contract between Customer and Yancey Bros. Co., subject to all terms and conditions set forth herein and on the reverse side hereof, upon Yancey Bros. Co.'s written acceptance of this order at its offices at 330 Lee Industrial Blvd, Austell, Georgia.
 - (b) Acceptance of this Equipment Order is expressly limited to the terms and conditions set forth herein and on the reverse side hereof. Yancey Bros. Co. shall not be bound by any provisions on Customer's purchase order, acceptance, or other forms or documents (including counter offers) which purport to impose any terms and conditions at variance with the terms and conditions herein set forth, and any such terms and conditions of Customer shall have no force or effect and shall not constitute any part of the applicable terms and conditions of the purchase or lease, except to the extent that said terms and conditions are separately and specifically agreed to in writing by Yancey Bros. Co. Yancey Bros. Co.'s failure to object to provisions contained in Customer's order, acknowledgement, or other forms or documents shall not be deemed a waiver of the provision of Yancey Bros. Co.'s terms and conditions herein set forth.
2. **Payment:** Customer hereby promises to pay to the order of Yancey Bros. Co. all amounts shown due on the reverse side hereof in accordance with the terms therein set forth, together with all costs of collection, including (15%) percent as attorney's fees if collected by law or through an attorney at law. No discount or other reduction in the amount due may be taken by Customer unless specified on the face of this Order. Any check or remittance received from or for the account of Customer may be accepted and applied against any indebtedness or obligation owing by Customer, as shown by the books and records of Yancey Bros. Co. without prejudice to or the discharge of the remainder of any such indebtedness or obligations, regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying such check or remittance. Customer shall pay interest to Yancey Bros. Co. from maturity date of the invoice or the date any payment is due hereunder (i) if the amount payable exceeds \$3,000 at the rate per month of one and one half (1 1/2%) percent, or (ii) if the amount payable is less than \$3,000 at the rate per annum of nine (9%) percent provided however, that in no event shall interest rate exceed the maximum lawful interest rate applicable.
3. **Credit and Default:** Yancey Bros. Co. may, at any time and from time to time, upon the occurrence of any adverse change in the financial condition or creditworthiness of Customer, limit or cancel the credit of Customer as to time and amount, and, as a consequence, may require a new application for credit or demand payment in cash prior to delivery of any unfilled or unpaid portion of this Order. Upon Customer's failure to make any such payment within ten (10) days after demand, or in the event of any default, breach or repudiation by Customer of any agreement with Yancey Bros. Co., or if customer shall become insolvent, call a meeting of its creditors, or make an assignment for the benefit of creditors, or if a bankruptcy, insolvency, reorganization or arrangement proceeding shall be commenced by or against Customer, Yancey Bros. Co. may cancel this and any other contracts with Customer (Customer remaining liable for all damages in connection therewith), declare any shipments hereunder, declare forthwith due and payable all outstanding bills of Customer under this and any other agreement, sell all or any part of the undelivered Equipment, without notice, at public or private sale, Customer to be responsible for the costs and expenses of such sale and for any deficiency, Yancey Bros. Co. in account to Customer for any excess (Yancey Bros. Co. having the right to become the buyer of such Equipment at any such sale), and bill all or any part of the undelivered Equipment to Customer. Approval of credit for one or more deliveries under this Order shall not be deemed a waiver of the provisions of this paragraph. Any property of Customer, including but not limited to Equipment billed and paid (whether paid for or not) at any time and in Yancey Bros. Co.'s possession, either as a principal or agent, shall be deemed held as security for, and may at Yancey Bros. Co.'s option be set off against any and all of Customer's obligations to Yancey Bros. Co.
4. **Delivery Force Majeure:** Yancey Bros. Co. makes no guarantee or warranty as to the exact date of shipment or delivery, and any date specified in this Order is merely an estimated date of shipment or delivery. Unless otherwise specified in writing, delivery of Equipment may be affected by (i) the acceptance of the Equipment from shipment by a licensed public truck-man or common carrier, (ii) actual delivery of the Equipment to Customer by Yancey Bros. Co. or its agent, or (iii) allocation of the Equipment to Customer at Yancey Bros. Co.'s facilities and notification to Customer that Equipment is available for pick-up, where Customer has advised Yancey Bros. Co. that Customer will arrange for transportation of the Equipment. Except where the Equipment is being leased by Customer or payment in full is not to be made until after the Equipment has been delivered to Customer, title to the Equipment shall pass to Customer upon delivery, subject to Yancey Bros. Co.'s right of stoppage in transit. Equipment invoiced and held at any location, for whatever reason, shall be at Customer's risk and Yancey Bros. Co. may, at its option, charge for insurance and storage at prevailing rates.
5. **Yancey Bros. Co. shall not be liable for any non-delivery or delay in delivery of all or any part of the Equipment due to accidents, strikes, fires, floods, war, civil insurrections, government regulation, delay or inability to obtain labor material or services through Yancey Bros. Co.'s usual and regular sources, casualty, acts of God or any other conditions or causes of like or unlike nature beyond the control of Yancey Bros. Co. In any such event, Yancey Bros. Co. may, in its sole discretion, without notice to Customer, at any time and from time to time, postpone the delivery dates under this Order for a time, which is reasonable under all the circumstances, or make partial delivery or cancel all or any portion of this order.**

 - a) **Storage and Handling Charges:** Yancey Bros. Co. may assess a service charge against Customer for handling, storing and transporting any of the Equipment ordered by Customer where Customer changes the terms of delivery from those set forth herein, or which Customer for any reason fails to accept when tendered by Yancey Bros. Co. or wrongfully rejects.
 - b) **Risk of Loss: Insurance:** After delivery of Equipment to Customer, the risk of any loss, injury, or destruction of said Equipment shall be borne by Customer. Customer agrees to insure for the full insurable value hereof all of the Equipment and to keep the same insured against fire, theft, vandalism, and accidental physical damage on a standard policy with "Loss Payable Clause" for the benefit of Yancey Bros. Co. so long as any indebtedness to Yancey Bros. Co. is unpaid in connection with the Equipment. Customer shall purchase and maintain in effect during the term of this agreement, a Commercial General Liability Insurance policy, at an insured limit of no less than \$500,000 combined single limit per occurrence, with an insurer carrying an A.M. Best rating of no less than A-VII, written on an occurrence form, and including Yancey Bros. Co. as Additional Insured. Such insurance shall be considered primary insurance for the benefit of Yancey Bros. Co. as Additional Insured with any other insurance maintained by Yancey Bros. Co. to be excess and non-contributory with respect to claims, loss or liability arising from the operations of Customer.
 - c) **Inspection and Notice of Nonconformity:** Customer shall inspect the Equipment within five (5) days after the actual delivery of the Equipment at Customer's facilities or other location designated by Customer. Failure to make such inspection with five (5) day period shall constitute a waiver of the right to make any inspection prior to payment for the Equipment and shall further by a waiver of any defect which reasonable inspection prior to payment would have revealed. Yancey Bros. Co. shall in no event have any obligation to Customer for shortages or other patent defects in the Equipment unless written notice of such alleged shortages or defects shall have been delivered to Yancey Bros. Co. within ten (10) days after Customer's receipt of the Equipment, and Yancey Bros. Co. is afforded reasonable opportunity to examine the Equipment for the alleged shortages or defects within thirty (30) days after the receipt of such written notice. Customer's failure to reply promptly to Yancey Bros. Co.'s request for a full and detailed written statement of all alleged defects shall preclude Customer from relying on such defects to reject the Equipment. Customer's failure to comply with these requirements shall constitute irrevocable acceptance of the Equipment by Customer and bind Customer to pay the price of the Equipment.
 - d) **Restrictions on Use:** Customer shall comply with any and all limitations or restrictions, which may be imposed by Yancey Bros. Co. on the use and location of the Equipment where the Equipment is being leased to Customer or delivered to Customer prior to Customer's payment in full for the Equipment.
 - e) **Customer's Remedies:** In the event the Equipment is covered by any warranty from the manufacturer of the Equipment, such warranty shall be Customer's sole and exclusive remedy with respect to any alleged defects in the Equipment, whether relating to material, workmanship, performance, or any other matter, and Customer shall have no claims or rights or causes of action against Yancey Bros. Co. with respect to such alleged defects in the Equipment. Yancey Bros. Co. shall in no event be liable for any costs, expenses, or damages incurred or sustained by Customer arising from any alleged loss of profits, interruption of operations, or other incidental or consequential damages.
 - f) **Power of Attorney:** Customer does hereby irrevocably make, constitute and appoint Yancey Bros. Co. or any of its officers or designees Customer's true and lawful attorney in fact with full power and right to (i) complete, execute, and file any necessary or appropriate Uniform Commercial Code financing statements and similar documents evidencing or reflecting the grant by Customer of a security interest in and to the Equipment to Yancey Bros. Co., (ii) take possession of the Equipment and sell or cause to be sold such Equipment upon the occurrence of any default hereunder by Customer, and (iii) enter into and execute any and all agreements, conveyances, and other documents or instruments necessary or appropriate in connection with the enforcement by Yancey Bros. Co. of its rights and remedies upon the occurrence of any default hereunder by Customer, and Customer hereby ratifies and confirms all that Yancey Bros. Co. or its officers or designees, as such attorney in fact, shall do by virtue hereof. This power of attorney is one coupled with an interest and is irrevocable so long as there is any liability or obligation owing by Customer to Yancey Bros. Co. in connection with the equipment.
 - g) **Indemnity:** To the fullest extent permitted by law, Customer agrees to defend, indemnify, and hold harmless Yancey Bros. Co., and Yancey Bros. Co.'s officers, agents and employees from any and all claims, demand, actions, causes of action, damages, losses, costs and expenses (including reasonable attorney's fees) related to or arising from, in whole or in part, any act, error, omission, fault or negligence of Customer, Customer's officers, agents, employees, subcontractors, or anyone acting on Customer's behalf or for who actions Customer may be liable, related to the operation or use of equipment or goods leased under this contract. However, Customer's obligations under this paragraph shall not extend to the sole negligence of Yancey Bros. Co. or Yancey Bros. Co.'s officers, employees or agents.
 - h) **Limitation of Actions:** Any judicial proceeding or other cause of action which Customer may bring against Yancey Bros. Co. for any alleged default in its obligations to Customer must be asserted or instituted within one (1) year after actual delivery of the Equipment to Customer or after such cause of action shall arise, whichever is later.
 - i) **Miscellaneous:**
 - i. In the event more than one person, corporation, business association, or other entity constitutes the Customer identified on the reverse side hereof, all such persons, corporations, business associations, or other entities shall be jointly and severally liable to Yancey Bros. Co. for all indebtedness and obligations under this Order.
 - ii. Yancey Bros. Co. shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies under this Order, and no waiver, whatsoever shall be valid against Yancey Bros. Co. unless in writing signed by an authorized representative of Yancey Bros. Co. and then only to the extent set forth herein. Yancey Bros. Co.'s waiver of any right or remedy under the terms of this Order on any one occasion shall not be construed as a waiver of any right or remedy which Yancey Bros. Co. would otherwise have on a future occasion.
 - iii. Except as otherwise expressly provided herein, any notice or communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid to Customer at Customer's address as the same appears on the reverse side hereof. Any such notice, if so mailed shall be deemed to have been received the third business day following such mailing. Customer may change its address for notice purposes by written notice to Yancey Bros. Co. as specified herein.
 - iv. The provisions of this Order shall be binding upon and shall inure to the benefit of the respective successors, assigns, heirs, and legal representatives of Customer and Yancey Bros. Co..
 - v. All rights and obligations under this Order, including matters of construction, validity and performance, shall be governed by the laws of the State of Georgia, including the provisions of the Uniform Commercial Code as enacted in said State.
 - vi. The various provisions of this Order are severable and any determination of invalidity, illegality, or unenforceability of any one provision hereunder shall have no bearing on the continuing force and effect of the remaining valid provisions hereof.
 - vii. Captions given to various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.
 - viii. Customer hereby agrees that Customer will execute and deliver to Yancey Bros. Co. any and all instruments, agreements, or other documents requested by Yancey Bros. Co. which Yancey Bros. Co. deems necessary or appropriate in connection with the sale or lease of Equipment to Customer.

6. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar, Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Initial _____ Date _____



GEORGIA FIREFIGHTER

STANDARDS & TRAINING COUNCIL

Brian Kemp • Governor Randy Tomo • Executive Director

April 11, 2024

Jim Anderson
Jefferson County Fire Department
2655 Mennonite Church Rd
Stapleton, GA 30823

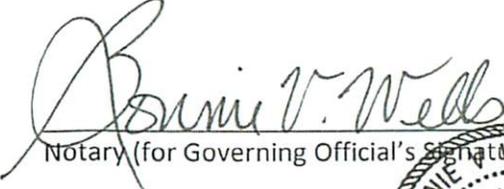
Dear Jim Anderson,
Congratulations, your department has been selected to receive a Fireworks Tax Grant from the Georgia Firefighter Standards and Training Council (GFSTC). This grant is a matching grant with **\$20520.00** being funded from the GFSTC grant and **\$2280.00** by the department. The purpose of this grant is to assist you with purchasing the **Turnout gear** requested in your grant application. Please be advised that the items in this letter are the only items that can be purchased using these grant monies. All departments must expend at least the combined total of the matching funds on the items listed or forfeit the grant. All departments shall furnish the GFSTC with a notice after receiving the grant monies.

You will be receiving an email with an affidavit. The email will include a link to upload this completed and signed Acceptance Letter and affidavit. These documents should be uploaded to the link in your email no later than **3:00pm, April 18, 2024**. If you have any questions, please email Whitman Stanford at whitman@gfstconline.org.

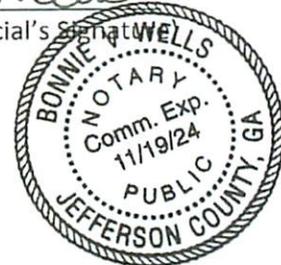
Fire Chief



Governing Official



Notary (for Governing Official's Signature)



April 30, 2024

The Honorable Mitchell McGraw
Chair, Jefferson County
Post Office Box 658
Louisville, Georgia 30434-0658

RE: FY2024 Community Development Block Grant (CDBG) Application

Dear Commissioner McGraw:

The Georgia Department of Community Affairs has received the Jefferson County's application, which proposes to use \$1,000,000 in CDBG funds for building improvements to the County's Health Department.

For the 2024 Annual Competition, threshold requirements include the following standards: 1) submission of a complete application; 2) compliance with all deadline requirements as noted in this manual; 3) meeting all requirements as specified by DCA for curing any application deficiencies; 4) completion all professional procurement requirements (any sole source requests must be submitted to DCA prior to April 5, 2024); and 5) completion of the Tribal Consultation portion of the Environmental Review not later than April 5, 2024.

The deadlines referenced in threshold requirement #2 are detailed below. Each of these compliance items had an April 5, 2024, deadline. Failing to meet any one of the deadlines will render an application ineligible.

- Annual Competition Application
- Completion of Professional Procurement
- Revitalization Area Strategy Application (Postmarked or Received)
- Exceptions to the "Every Other Year" Rule - Current Water First, Plan First, or GICH designation
- Proposed CDBG Project must be included in Service Delivery Strategy
- The Service Delivery Act (HB 489)
- Qualified Local Government / Comprehensive Planning / E-Verify
- DCA Local Government Finance Report requirements (LGF)
- Government Management Indicators Survey (GOMI)
- Local Government Audit Act
- CDBG Revolving Loan Fund Compliance

Page 2
The Honorable Mitchell McGraw
April 30, 2024

Based on the threshold requirements, the County is out of compliance with the Local Government Audit Act requirement. Therefore, the County is ineligible to participate in this year's CDBG Annual Competition. The FY2023 audit report was due 180 days after the County's fiscal year end on June 30th. As of April 10, 2024, the County's annual audit had not been received by the Georgia Department of Audits and Accounts. Threshold and eligibility requirements are outlined on pages 24 - 33 of the *FY2024 CDBG Applicants' Manual* as well as the result of failing to meet those requirements.

While we commend your efforts in applying for a CDBG grant, we regret to inform you that we are unable to review your application. However, if this information was reported erroneously and your community met the April 5, 2024, deadline, please notify us by noon **Tuesday, May 7, 2024**.

DCA is available to assist you in any way possible with your community's needs. Should you have any questions, please do not hesitate to contact Kathleen Vaughn, Director - Office of Community Development at Kathleen.Vaughn@dca.ga.gov or 404-679-0594.

Sincerely,



Rusty Haygood
Deputy Commissioner

RH/kv

Cc: Bonnie V. Wells - County
Nicee Long – Central Savannah River Area Regional Commission

Thomas C. Pearson, MD, DPhil
Medical Director

Jonathan Hundley, MD
Associate Medical Director

Clark Kensinger, MD
Associate Medical Director

Stephanie M. Pouch, MD, MS, FAST
Associate Medical Director



Katie P. Payne, MSN, RN
Executive Director

V. Lee Langley
Vice President/Associate Executive Director

John A. Lilley, MSN, MBA, RN, CNL, CPTC
Associate Executive Director

March 18, 2024

The Honorable Mitchell McGraw
Jefferson
217 E. Broad Street
Louisville, GA 30434

Dear Mr. Hank Mitchell McGraw,

April is designated nationally as Donate Life Month and provides a special opportunity for members of our community to recognize and honor organ and tissue donors and the miracle of transplantation. LifeLink of Georgia, the federally designated nonprofit organ and tissue recovery organization, respectfully requests that a proclamation be issued recognizing Donate Life Month in «Location».

There are over 103,000 men, women and children on the United States waiting list for organ transplantation and nearly 3,000 of those waiting are Georgians. Seventeen people die every day because an organ is not available in time. The need for organ donors is more critical than ever and continues to grow, and hundreds of thousands more could benefit from tissue donation.

We welcome the opportunity to accept the proclamation in person at an upcoming meeting. In the event that is not possible, please mail the proclamation to 2875 Northwoods Parkway, Peachtree Corners, GA 30071. As a part of your proclamation process, please let us know if «Location» would be interested in providing donation education and registration events during the month of April or throughout the year. We are more than willing to offer input and assistance; however, we understand if you can only provide a proclamation.

Through public education efforts to increase organ donation such as this proclamation, thousands of lives can be saved and enhanced. For an electronic version of the proclamation as well as social media graphics and content to share your support for Donate Life Month please visit <https://lifelinkfoundation.org/proclamations>. Thank you for your consideration.

Sincerely,

Kyla Harris
Public Affairs Coordinator
kyla.harris@lifelinkfound.org
800.544.6667





National Donate Life Month Proclamation

- WHEREAS: One of the most meaningful gifts that a human being can bestow upon another is the gift of life; and
- WHEREAS: over 103,000³ men, women and children are currently on the national waiting list for organ transplantation, of which nearly 3,000³ reside in Georgia; and
- WHEREAS: 46,630³, a record number of transplants, occurred in the calendar year 2023 thanks to the generosity of 23,287³ deceased and living donors, of which 1,268³ transplant patients and 637 deceased and living donors were from Georgia; and
- WHEREAS: more than 2.5 million people⁴ throughout the country and in Georgia benefit annually from tissue transplantation thanks to thousands of tissue donors; and
- WHEREAS: the need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for an organ transplant every 8² minutes and each day roughly 17² people die due to the lack of available organs; and
- WHEREAS: more than 3.8¹ million Georgians have already registered their decision to give the Gift of Life through organ and tissue donation at www.DonateLifeGeorgia.org or on their driver license or through a hunting, fishing or trapping license; and
- WHEREAS: LifeLink[®] of Georgia, is the non-profit organization dedicated to the recovery of organs and tissue for transplantation therapy in Georgia, with a mission to honor donors and save lives through organ and tissue donation.

Now, therefore, I, Mitchell McGraw, Board of Commissioners of Jefferson, Georgia do hereby proclaim the month of April 2024 as

DONATE LIFE MONTH

in Jefferson and encourage all residents to consider giving life through organ and tissue donation and to sign up on Georgia's organ and tissue donor registry by visiting www.DonateLifeGeorgia.org or when renewing their driver license or state identification

card through Department of Driver Services or when obtaining a hunting, fishing or trapping license through the Department of Natural Resources.

1. "Home Page." Donate Life Georgia, Donate Life Georgia, 2022, <https://donatelifegeorgia.org/>.
2. "Organ Donation Statistics." Donate Life America, Donate Life America, 25 Aug. 2021, <https://www.donatelife.net/statistics/>.
3. "Organ Transplant Trends: More Transplants than Ever." UNOS, United Network for Organ Sharing, 13 Jan. 2022, <https://unos.org/data/transplant-trends/>.
4. "Tissue Donation." Donate Life America, Donate Life America, 25 Aug. 2021, <https://www.donatelife.net/types-of-donation/tissue-donation/>.

For an electronic version of this file go to <https://lifelinkfoundation.org/proclamations> or email kyla.harris@lifelinkfound.org



Jefferson County Board of Commissioners
Notice of FY 2024-2025 Proposed Budget and Public Hearing

The Jefferson County Board of Commissioners has received the proposed FY 2024-2025 budget. The proposed budget is available for public review at the Board of Commissioners Office located at 217 East Broad Street, Louisville, Georgia during normal business hours and on the County's website at www.jeffersoncountyga.gov. Copies of the budget are also available for viewing at your local County Library.

The Board of Commissioners will conduct three (3) meetings regarding the proposed FY 2024-2025 budget:

- Tuesday, May 28, 2024, 10:00 a.m. Called Meeting: Budget Workshop and 1st Reading
- Tuesday, June 4, 2024, 6:00 p.m. Called Meeting: **Public Hearing** and 2nd Reading
- Tuesday, June 11, 2024, 6:00 p.m. Regular Commission Meeting: 3rd Reading and Adoption

Members of the public wishing to appear and provide oral or written comments concerning the proposed annual budget are encouraged to attend and/or submit comments at the June 4, 2024, Public Hearing schedule for 6:00 p.m. All meetings will be held in the Multipurpose Room at the Old Armory Building located at 1841 Hwy 24 West, Louisville, Georgia. Those who may need special accommodations with either attending the meeting or obtaining a copy of the budget should contact the Board of Commissioners Office at (478) 625-3332.

Jefferson County is an equal opportunity employer and provider.



HARBIN ENGINEERING, P.C.

CIVIL & ENVIRONMENTAL CONSULTANTS

G. Curtis Reynolds, P.E.
President

J. Steven Harbin, P.E.
Senior Consultant

March 6, 2024

Mr. Jerry Coalson, County Administrator
Jefferson County Board of Commissioners
217 East Broad Street; P.O. Box 658
Louisville, Georgia 30434

**RE: General Solid Waste Consulting and Engineering Services
Jefferson County Board of Commissioners
CR-138 MSWL Permit No. 081-011D (MSWL) and
Avera Road Landfill Permit No. 081-006D(SL)
Harbin Engineering Project No. 4050-010-01**

Dear Mr. Coalson:

Harbin Engineering, P.C. (Harbin) is pleased to present this proposal for general solid waste consulting and engineering services for the Jefferson County active Municipal Solid Waste Landfill on CR-138, Permit No. 081-011D (MSWL) and closed sanitary landfill on Avera Road, Permit No. 081-006D(SL). We offer a brief background of our company and staff as introduction and a general scope of services.

BACKGROUND

Harbin Engineering P.C. was founded in July 2006 to provide economical, practical and personalized civil and environmental engineering solutions to our clients. Harbin has been in business for almost eighteen years and specializes in solid waste engineering. Harbin includes a staff of two (2) professional engineers, a senior consultant who is a professional engineer, a project engineer, a project geologist, a CAD designer and an administrative professional. The professional engineers and senior consultant have a combined experience of 65 years. We believe clear communication between the client and engineer promotes an effective project solution whereby project completion meets or exceeds the needs both economically and functionally.

Prior to forming Harbin, Mr. Steve Harbin, P.E. (a senior consultant) was a founding partner and principal with Hodges, Harbin, Newberry and Tribble, Inc. located in Macon, Georgia and has over 42 years of engineering experience. Mr. Curtis Reynolds, P.E. is a professional engineer with 16 years of engineering experience, and Mr. David Henry, P.E., is a professional engineer with seven (7) years of engineering experience. Mr. Jacob Wedincamp is a 2023 graduate of Kennesaw State University with a Bachelor of Science in Civil Engineering and has over five (5) years of experience in solid waste engineering. Mr. Isaac Palmer is a 2021 graduate of West Georgia University in Geology who performs environmental monitoring and report writing for groundwater, surface water, methane and leachate.

SCOPE OF SERVICES

The anticipated scope of services for solid waste consulting, and engineering services by Harbin Engineering include, but are not necessarily limited to:

1. Being available to meet with the Board of Commissioners, County Administrator, and the Landfill Manager/Operators as requested or needed to answer questions regarding solid waste permitting, operations or solid waste economics. Site visits will be provided as requested to assist with operations and answer questions. Each trip will be followed with a letter report.
2. Preparation of any minor modifications that requires change to plan sheet(s) and submittal to EPD for review and approval. Major modification will be addressed by individual work authorizations dependent on the project scope and services to be provided.
3. Provide assistance with solid waste budget preparation and financial assurance including EPD required annual updates to closure and post-closure care costs, and annual remaining capacity survey and report. Surveys will be provided by others; however, Harbin can assist with obtaining proposals or provide through subcontract arrangements.
4. Provide environmental monitoring and reporting to EPD for groundwater, surface water and methane for the solid waste permit, leachate monitoring and reporting to the operating record and receiving wastewater treatment plan, and stormwater monitoring for the NPDES Industrial General Permit GAR 050000.
5. Providing engineering plans and permit assistance for surface mining, if necessary, for soils to be obtained outside the solid waste unit boundary. Soil testing and analysis will be provided by others, but Harbin can assist in coordinating the sampling and applicable tests.

As other individual projects arise, a defined scope of work and budget will be developed and discussed and a separate proposal will be presented for your review and authorization.

Enclosed is our proposal acceptance sheet and a copy of our standard hourly rates. Please sign the proposal acceptance sheet and return an electronic copy to our office for our records. The signed proposal acceptance sheet and a work authorization of services to be provided will serve as our notice to proceed. Harbin will submit monthly invoices based on our standard hourly rates for time and expenses for actual work completed.

Please contact us should you have any questions or need additional information or references.

Sincerely,

HARBIN ENGINEERING, P.C.



G. Curtis Reynolds, P.E.

President/Principal Engineer

Enclosures: Proposal Acceptance Sheet
Standard Hourly Rates

HARBIN ENGINEERING, P.C.

41 West Johnston Street
Forsyth, GA 31029
Phone (478) 992-9122
Fax (478) 994-0439

PROPOSAL ACCEPTANCE SHEET

PROJECT NO. 4050-010-01 DATE March 6, 2024

PROJECT NAME Jefferson County

DESCRIPTION General Solid Waste Consulting and Engineering Services for Jefferson County

CLIENT NAME AND ADDRESS (PERSON RESPONSIBLE FOR PAYMENT)

Jefferson County Board of Commissioners

217 East Broad Street; PO Box 658

Louisville, Georgia 30434

PROPERTY OWNER NAME & ADDRESS (IF DIFFERENT THAN CLIENT)

PAYMENT TERMS

Net cash upon receipt of invoice. A late payment charge of 18% per annum or the maximum amount allowed by law may be added in the event payment is not made within 30 days of the date of the invoice.

INSURANCE

Our company agrees to maintain, subject to normal industry exclusions, statutory workers' compensation coverage, employer's liability, comprehensive general liability insurance coverage, automotive liability insurance coverage, and professional liability coverage, in accordance with the laws of the state applicable to the work performed. Certificates can be issued upon request identifying details and limits of coverage mutually agreed between the parties.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms of the Agreement are accepted this _____ day of _____.

Name of Individual, Firm or Corporation _____

Signature _____ Title _____

P.O. Number (if applicable) _____

TERMS AND CONDITIONS

1. WARRANTY AND LIABILITY

A. Standard of Care - Services rendered under this agreement will be performed in accordance with that degree of care and skill ordinarily exercised by competent members of our profession in the performance of services of a similar nature and under similar conditions practicing in the same or a similar locality. NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE PROPOSAL FOR CONSULTING SERVICES OR BY FURNISHING ANY ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE, OR BY ANY REPRESENTATIONS MADE REGARDING THE SERVICES INCLUDED IN THIS AGREEMENT.

B. Limitation of Liability - Client's remedies with respect to defects or deficiencies in our company's services which are correctable are limited to re-performance of such portion of the Services or refund of the amount of compensation paid to us for such portion of the services. It is agreed that Client will limit any and all liability of our company, its agents or employees, to Client on account of any other error or omission, whether in contract, tort (including negligence, whether sole or concurrent) or otherwise arising out of, connected with, or resulting from the services provided pursuant to this agreement to a sum not to exceed Fifty Thousand Dollars (\$50,000) or the amount of the total fee paid by Client, whichever is greater. If Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of One Million Dollars (\$1,000,000) upon written request from Client at the time of the acceptance of this proposal, provided that Client agrees to pay an additional consideration because of the greater risk insured. In no event shall our company be liable for any special, indirect, incidental or consequential loss or damages or punitive damages.

C. Claims - In the event that Client makes a claim against our company, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and Client does not succeed in obtaining judgment thereon, or if legal action is brought by our company against Client to enforce any of the obligations hereunder and we succeed in obtaining judgment against Client thereon, then, in either event, Client shall pay all costs incurred by us, including but not limited to staff time, attorney's fees, court costs and all other claim-related expenses.

2. FIELD MONITORING

Client understands that our company may make on-site observations appropriate to the work or construction stage. If used in the Proposal on other contract documents, the words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the condition of tests to verify substantial compliance with the plans, specifications and design concepts. Monitoring by our employees does not mean that our company is observing placement of all materials. Unless otherwise specified, all firms providing services on the project are direct contractors of the Client, and the Client agrees that our company will not assume responsibility for any contractor's means, methods, techniques, sequences, or procedures of construction and that the field services provided by our company will not relieve any Contractor of its responsibilities for performing the work in accordance with the plans and specifications.

3. SAFETY

Should Client or its contractors be conducting activities on Site, our company shall not be responsible for site safety and shall have no right or obligation to direct, interfere with, or stop the work of Client's contractors, agents, or employees. Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practice, the Contractor, or Client, will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work and compliance with OSHA regulations, and these regulations will apply continuously and will not be limited to working hours. Any monitoring of the Contractor's procedures conducted by our company does not include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the project Site.

4. REPRESENTATION OF CLIENT

Client warrants that sufficient funds are available or will be available upon receipt of our invoices to make payment in full for the services rendered. Where necessary to the services to be performed, Client agrees to furnish our company with all data, reports, maps, surveys, and other materials and information which are accessible to Client regarding the property which is the subject of the services. Client warrants that no information material to the performance of the services has been withheld, and that all information provided to our company regarding the project and project location is complete and accurate to the best of the Client's knowledge. Client agrees to provide our company and its agents, subcontractors and consultants and their equipment a right of entry onto the project Site and permission to perform the services included in this Agreement.

5. PROJECT SITE

Reasonable precautions will be taken to minimize damage to the Project Site from our company's activities and use of equipment. Client recognizes that the performance of the services may cause alteration or damage to the Site which is inherent in the work, and that Client will not look to us for reimbursement or hold our company liable or responsible for such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and defend our company against any claims by the owner or persons having possession through the owner which are related to such alteration or damage.

It shall be responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Our company will take reasonable precautions to prevent damage to property. We will not be liable for injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) the existence of which are not called to our attention and correctly shown on the plans furnished us. Client agrees to indemnify and hold harmless our company from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions and for damages to subsurface structures owned by Client or third parties occurring in the performance of the proposed services, whose presence and exact locations were not revealed to us in writing, and to reimburse our company for expenses in connection with any such claims, or suits, including reasonable attorney fees.

6. UNFORESEEN OCCURRENCES

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in our company's sole judgment, significantly affects or may affect the services, the risks involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to such notification, we may: (a) If practicable, in our judgment and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges to include study of revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of Termination of Contract.

7. TERMINATION OF CONTRACT

Client may terminate this Agreement at any time for any reason, provided that fifteen (15) days prior written notice of termination is given to our company. In the event that Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as are necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover costs thereof in an amount not to exceed thirty percent (30%) of charges incurred to date or stoppage of work may, at our discretion, be made. Our company may terminate this work at any time due to non-payment of invoices according to the Payment Terms, failure of the Client to provide information necessary to the performance of the services hereunder, or any substantial failure by Client to perform in accordance with the terms hereof. The termination of this Agreement by our company does not relieve the Client of any liability for fees due.

8. INDEMNITY

Except to the extent such are caused by negligence or intentional misconduct of our company, its agents, subcontractors, or employees, Client agrees, to the fullest extent allowed by law, to hold harmless and defend our company, its agents, subcontractors, and employees, from and against any and all claims, losses, liabilities, penalties and costs (including but not limited to, attorney's fees and expenses) which our company, its agents, subcontractors, or employees, may incur, may become responsible for or pay out as a result of any suit or claim, by any third party, including any regulatory agency or authority, against our company, its agents, subcontractors and employees; (1) alleging exposure to or damage from material, elements or constituents at or from the project which is subject of this Agreement before, during or after the services provided pursuant to this Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulted in cost for remedial action, uninhabitability of property, or other property damage except; (2) alleging injury or health risk to anyone arising as a result of unanticipated occurrences of hazardous substances known to the Client but not disclosed to our company; (3) Client's violations or alleged violations of RCRA, CERCLA, the Federal Clean Water Act, or any other federal or state environmental Acts or regulations; (4) arising from modifications made or permitted by the Client to devices, or the operation of such devices, etc, in a manner other than specified by our company; and (5) otherwise arising out of operation and management of the project or work on which our company has rendered design, engineering, consulting, or other services under this Agreement.

9. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Georgia.

10. PROTECTION OF SUCCESSOR CONSULTANT

In consideration of the risks and rewards involved in this Project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultant employed by the Client on this project and from any claims of copyright or patent infringement by the Consultant arising from the use or reuse of any documents prepared or provided by the Client or any prior consultant of the Client. The Client warrants that any documents provided to the Consultant by the Client or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor Consultant and that the Client has the right to provide such documents to the successor Consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.



HARBIN ENGINEERING, P.C.

CIVIL & ENVIRONMENTAL CONSULTANTS

G. Curtis Reynolds, P.E.
President

J. Steven Harbin, P.E.
Senior Consultant

STANDARD RATES*

| | |
|--|------------------------------|
| Senior Consultant | \$200/hr |
| Principal Engineer | \$175/hr |
| Project Manager | \$160/hr |
| Senior Engineer | \$150/hr |
| Professional Engineer II | \$140/hr |
| Professional Engineer/Professional Geologist | \$130/hr |
| Project Engineer II | \$110/hr |
| Project Engineer I | \$100/hr |
| Project Scientist, GIT | \$90/hr |
| CAD Designer | \$85/hr |
| Environmental/Engineering Technician | \$80/hr |
| Administrative Professional | \$70/hr |
| Support Staff | \$55/hr |
| Subcontractors | Cost +15% |
| Expenses | at Cost |
| Groundwater Appendix I Analysis | \$150/sample |
| Groundwater Appendix II Analysis | \$700/sample |
| Surface Water Analysis | \$190/sample |
| Gas Indicator Analysis (CH4) | \$60/sample |
| Micros Analysis (EDB DBCP adjustment) | \$45/sample |
| Bailer and Sampling Supplies | \$35/sample |
| Instrument Use | \$150/day |
| Per Diem | \$150/day |
| Mileage | \$0.70/mile |
| Copies | \$0.20 (B&W), \$0.60 (color) |
| Plots | \$0.40/sf |

Rates are subject to change January 1 of each year.

Please Note: Expert testimony, court appearances, depositions, etc. are billed at two times the above hourly rates.

*Effective: January 2024

Jefferson County Board of Commissioners, GA
217 E Broad St
Louisville, GA 30434-1621

Bill of Sale Date: 06 May 2024
Asset ID: 260

Bill of Sale ID: 562024260

Inventory ID: R36

Award Amount: \$72,100.00 USD

Asset Information



Description: 2021 Freightliner 114SD

VIN/Serial: 1FVHG3DVXMHMR4868

Year: 2021

Make/Brand: Freightliner Model: 114SD

Meter: 137988 Miles (Accurate?: Yes)

Body: CONVENTIONAL CAB

Trim: -

Color:

Title Restriction: Clean Title

Sale Information

Actual Sold Amount: \$72,100.00 USD

Other Amount: \$0.00 USD

Administrative Fee: \$5,407.50 USD

Buyer's Premium: \$0.00 USD

Total Amount: \$77,507.50 USD

Other Amount Description:

Buyer Information

William Hinson
140 Pioneer Rd
Jesup, GA 31545
USA
hmellis@bellsouth.net
9125887009

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____

Print Name: _____

Date: _____

DRUG AND ALCOHOL TESTING POLICY
Jefferson County Transit
Adopted as of May 14, 2024

A. PURPOSE

- 1) The Jefferson Transit provides public transit and paratransit services for the residents of Jefferson 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, Jefferson 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. Covered employees shall abide by the terms of this policy statement as a condition of employment. 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 drug and 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 specimens for drug and alcohol testing.
- 3) Any provisions set forth in this policy that are included under the sole authority of Jefferson Transit and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Jefferson 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.

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, persons controlling the dispatch or movement of revenue service vehicles and any transit employee who operates a non-revenue service 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.

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.

Alternate specimen: An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

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.

Collection Site: A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

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

Cutoff: The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

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 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.

Employee: Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term “donor” as found on CCF and related guidance materials produced by the Department of Health and Human Services.

Evidential 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: The first 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 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 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 the minimum standards of HHS; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

Limit of Detection (LOD): The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

Limit of Quantification (LOQ): For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) 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.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are 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 specimen: A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), or invalid.

Oral Fluid Specimen: A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

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.

Primary specimen: In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity

testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary ("A") specimen by the collector to distinguish it from the split ("B") specimen, as defined in 49 CFR Part 40, as amended.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) 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.
- (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 dispatch or movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Specimen: Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

Specimen Bottle: The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary ("A") or split ("B") specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a "vial," "tube," or "bottle."

Split Specimen: In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee's request following MRO verification of the primary specimen as positive, adulterated or substituted.

Split specimen collection: A collection in which the single specimen collected is divided into two separate specimen 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: An employee's specimen not consistent with a normal human specimen, as determined by HHS (e.g., 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 collection 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 specimen. An employee who does not provide a 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 collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of specimen without a valid medical explanation.
- (6) Fail or decline to take an additional 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 urine collection .
- (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.

Undiluted (neat) oral fluid: An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

Urine specimen: Urine collected from an employee at the collection site for the purpose of 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 at or 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 at or 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 or oral fluid. Specimen validity testing will be conducted on all 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 specimen, if the specimen was diluted, or if the specimen was altered.

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 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 1308.11 through 1308.15 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. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

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 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 Jefferson 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 mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as 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.

- 7) Jefferson 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 Jefferson 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 Jefferson 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 this policy.

H. TESTING REQUIREMENTS

- 1) Drug testing and alcohol testing 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 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, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Jefferson Transit authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with Jefferson 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 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 and/or oral fluid specimen will be collected as 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 specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or 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 Jefferson Transit. If a legitimate explanation is found, the MRO will report the test result as negative.
- 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 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. Jefferson Transit will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Jefferson 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) Observed collections
 - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Jefferson Transit that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to Jefferson 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 urine 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 urine 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 urine specimen was out of range (See §40.65(b)(5));

- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

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 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 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 this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

- 3) Jefferson 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 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 this policy.

- e. If a pre-employment test is canceled, Jefferson 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 *Jefferson 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. *Jefferson 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 employer, the applicant must provide Jefferson 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 Jefferson 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 Jefferson Transit 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) Jefferson 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 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 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 the Jefferson 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 or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. Jefferson Transit shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of the Jefferson 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 this policy or the associated consequences.

M. POST-ACCIDENT TESTING

- 1) FATAL ACCIDENTS – A covered employee will be required to undergo drug and alcohol 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, unless the covered employee can be completely discounted as a contributing factor 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, unless the covered employee can be completely discounted as a contributing factor 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. 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 Jefferson Transit is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Jefferson 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. Individuals who may be covered under company authority will be selected from a pool of non-DOT-covered individuals.
- 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 Jefferson 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 Jefferson Transit 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

Jefferson Transit will terminate the employment of any employee that tests positive or refuses a test as specified in 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. 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. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

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 immediately 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.
- 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 is defined as any of 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 collection 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 specimen. An employee who does not provide a 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 collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
 - e. Fail to provide a sufficient quantity of specimen without a valid medical explanation.
 - f. Fail or decline to take an additional 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 urine collection.
 - 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.
 - n. 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 of 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.
- 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 Jefferson 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 this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of Jefferson 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 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 this policy.
- f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Jefferson 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.

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

Jefferson 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 Jefferson 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 Jefferson 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 *Jefferson County Board of Commissioners* on *May 14, 2024*.

Mitchell McGraw
Chairman

Attachment A

| <u>Job Title</u> | <u>Job Duties</u> | <u>Testing Authority</u> |
|--------------------------|--|--------------------------|
| Supervisor | Supervise, Secretary, Bookkeeper | FTA |
| Scheduler/ Dispatcher | Answers phone, schedules trips, dispatch drivers | FTA |
| Drivers | Receives instructions from Supervisor and Dispatcher, Drives DOT vehicles to pick Up passengers and carry them To their destinations | FTA |
| Mechanic | Service and repair vehicles | 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).

Jefferson Transit Drug and Alcohol Program Manager

Name: Teresa Snider

Title: Supervisor

Address: P.O. Box 658, Louisville, GA 30434

Telephone Number: 478-625-8518

Medical Review Officer

Name: Allied Safety & Health: Dr. Ian Johnson, MD
Dr. Dan R. Azar, MD, MPH

Title: AAMRO

Address: 1661 Ventura Blvd Ste 108, Encino CA 91436

Telephone Number: 661-274-0127

Substance Abuse Professional #1

Name: SAP Referral Services: Dawn Driegers

Title: SAP

Address: 7939 Honeygo Blvd, Bldg. 1, Ste 200, Baltimore, MD 21236

Telephone Number: 410-668-8110

Substance Abuse Professional #2

Name: SAP Referral Services: Dawn Driegers

Title: SAP Referrals

Address: 7939 Honeygo Blvd, Bldg. 1, Ste 200, Baltimore, MD 21236

Telephone Number: 410-668-8110

HHS Certified Laboratory Primary Specimen

Name: Medtox Laboratories

Address: 402 W County Rd D, St. Paul, MN 55112

Telephone Number: 651-636-7466