



GWINNETT COUNTY
BOARD OF COMMISSIONERS

75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.7000 | F: 770.822.7097
GwinnettCounty.com

Nicole L. Hendrickson, Chairwoman
Kirkland Dion Carden, District 1
Ben Ku, District 2
Jasper Watkins III, District 3
Matthew Holtkamp, District 4

Work Session Agenda
Tuesday, August 6, 2024 - 10:00 AM

I. Call To Order

II. Approval of Agenda

III. New Business

1. Commissioners

2024-0625 Approval of a recommendation to appoint Incumbent Lois A. Love to the Hospital Authority of Gwinnett County, Georgia as the Gwinnett County Board of Commissioners – District 3/Watkins Appointment. Term expires September 30, 2027.

2. Multiple Departments

2024-0669 Approval to renew BL073-22, purchase of crushed stone on an annual contract (September 21, 2024 through September 20, 2025), with Martin Marietta Materials, Inc. and Metro Green Recycling, LLC, base bid \$541,000.00. (Staff Recommendation: Approval)

2024-0711 Approval to renew BL061-22, purchase of bread on an annual contract (August 8, 2024 through August 7, 2025), with Bimbo Bakeries USA, Inc., base bid \$342,500.00. (Staff Recommendation: Approval)

Work Session Agenda
Tuesday, August 6, 2024 - 10:00 AM
Page 2

III. New Business

3. Community Services/Tina Fleming

2024-0698 Award BL083-24, maintenance and repair of aquatic dehumidification systems on an annual contract (August 7, 2024 through August 6, 2025), to Maxair Mechanical, LLC, base bid \$237,362.00 and ratification of various purchase orders issued under the previous contract (April 16, 2023 through August 6, 2024), \$187,630.00. (Staff Recommendation: Award)

2024-0709 Award RP025-24, provision of homemaker services for Gwinnett senior residents on an annual contract (August 31, 2024 through August 30, 2025), to Southern Home Care Services, Inc. dba All Ways Caring Homecare, as the primary service provider, and At Home Atlanta, LLC, as the secondary service provider, base amount \$201,600.00. This contract is funded by the Atlanta Regional Commission. (Staff Recommendation: Award)

2024-0718 Award BL070-24, purchase and installation of sod on an annual contract (August 6, 2024 through August 5, 2025), to Visionscapes, Inc., base bid \$250,000.00. (Staff Recommendation: Award)

2024-0693 Approval to renew BL079-20, purchase of seasonal mixed produce boxes on an annual contract (September 2, 2024 through September 1, 2025), with Royal Food Service, base bid \$200,000.00. This contract is funded by the American Rescue Plan Act. (Staff Recommendation: Approval)

2024-0474 Approval/authorization for the Chairwoman to execute a license agreement between Gwinnett County and Georgia Power Company for the installation of a multi-use paved trail at Singleton Park. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval)

2024-0708 Approval/authorization of Change Order No. 2 to BL038-21 Construction of the Sensory Treehouse at the Environmental & Heritage Center with Lichty Commercial Construction, Inc., decreasing the contract by \$16,316.23. The contract amount is adjusted from \$4,167,842.00 to \$4,151,525.77. This Project is funded by the 2017 SPLOST Program. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval)

4. Elections/Zach Manifold

2024-0692 Approval to renew BL117-23, provision of commercial moving services on an annual contract (September 20, 2024 through September 19, 2025), with Suddath Relocation Systems of Atlanta, Inc., base bid \$418,080.00. (Staff Recommendation: Approval)

Work Session Agenda
Tuesday, August 6, 2024 - 10:00 AM
Page 3

III. New Business

5. Financial Services/Buffy Alexzulian

2024-0653 Approval/authorization to accept a grant award from the Georgia Department of Public Health in the amount of \$24,720.00. These funds will be utilized for forensic toxicology testing for suspected drug overdose cases. Approval/authorization for the Chairwoman or designee to execute grant documents and any other necessary documents. Subject to approval as to form by the Law Department. The grant is 100% funded through the Georgia Department of Public Health with no matching requirements.

2024-0656 Approval/authorization of a Resolution Requesting Sales Tax Information from the Georgia Department of Revenue Pursuant to O.C.G.A. § 48-2-15(d.1) and Naming a Designated Officer for All Related Purposes. Subject to approval as to form by the Law Department.

2024-0673 Approval/authorization of the June 30, 2024 Monthly Financial Status Report and ratification of all budget amendments.

6. Fire Services/Fred Cephas

2024-0717 Award BL054-24, purchase of a mobile fire safety trailer, to North America Fire Equipment Co., Inc., in the amount of \$238,639.00. (Staff Recommendation: Award)

7. Human Resources/Adrienne McAllister

2024-0699 Approval to renew RP028-23, provision of a language learning and language assessment program on an annual contract (October 18, 2024 through October 17, 2025), with Rosetta Stone, LLC and Language Testing International, Inc., base amount \$132,800.00. (Staff Recommendation: Approval)

2024-0721 Approval to renew RP001-21, provision of an HMO program on an annual contract (January 1, 2025 through December 31, 2025), with Kaiser Foundation Health Plan of Georgia, Inc., base amount \$29,572,199.28. (Staff Recommendation: Approval)

8. Information Technology Services/Dorothy Parks

2024-0697 Approval to renew BL062-22, RemedyForce service desk on an annual contract (September 30, 2024 through September 29, 2025), with RightStar, Inc., base bid \$614,867.20 (Staff Recommendation: Approval)

Work Session Agenda
Tuesday, August 6, 2024 - 10:00 AM
Page 4

III. New Business

8. Information Technology Services/Dorothy Parks

2024-0700 Approval to renew BL063-22, purchase of Liferay DXP Enterprise subscription and support on an annual contract (October 4, 2024 through October 3, 2025), with Link Development North America, LLC, base bid \$136,500.00. (Staff Recommendation: Approval)

2024-0701 Approval to renew OS024-18, Cisco maintenance and support on an annual contract (September 1, 2024 through August 31, 2025), with ProSys Information Systems, Inc., using a competitively procured State of Georgia contract, base amount \$2,184,883.59. (Staff Recommendation: Approval)

9. Law Department/Michael P. Ludwiczak

2024-0672 Approval/authorization for the Chairwoman to execute an agreement with Decatur ZS LLC for the installation and maintenance of a monument sign within the County maintained right of way adjacent to 2893 Lawrenceville Suwanee Road, Suwanee, Tax Parcel No. R7152 017. There is no cost to the County. Subject to approval as to form by the Law Department.

2024-0715 Approval/authorization for the Chairwoman to execute a Resolution, a Memorandum of Understanding with the State of Georgia, and a Subdivision Participation and Release form, to participate in the national Kroger Settlement. Authorization for the Chairwoman to execute any and all documents necessary to effectuate the settlement. Subject to approval as to form by the Law Department.

10. Planning & Development/Matt Dickison

2024-0694 Approval/authorization to execute the Georgia Department of Community Affairs (DCA) Balance of State Continuum of Care Homeless Count Program Participation Agreement; to submit one lump sum reimbursement request of \$1,725.58 for expenditures incurred as part of the 2024 Homeless Count to DCA; and to authorize the Director of Financial Services or designee to sign any necessary program participation documents. Subject to approval as to form by the Law Department. This program is 100% funded by the Georgia Housing and Finance Authority. (Staff Recommendation: Approval)

Work Session Agenda
Tuesday, August 6, 2024 - 10:00 AM
Page 5

III. New Business

10. Planning & Development/Matt Dickison

2024-0695 Approval/authorization to execute agreements for the U.S. Department of Housing and Urban Development (HUD) Urban County Qualification Plan for 2025-2027. This plan allows Gwinnett County and participating jurisdictions within the County to remain eligible for federal funding from HUD through the Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Solutions Grant; and for the Chairwoman, or designee, to sign any necessary grant documents. Subject to approval as to form by the Law Department. These grant programs are 100% funded from HUD. (Staff Recommendation: Approval)

11. Police Services/James D. McClure

2024-0403 Award SS023-24, purchase of Stryker LifePak CR2 defibrillators and accessories, to Howmedica Osteonics Corp., through Stryker Sales, LLC, in the amount of \$293,793.74. (Staff Recommendation: Award)

12. Support Services/Ron Adderley

2024-0702 Award OS033-24, purchase of furniture for the Police SWAT-HDU-K9 facility, to Allsteel, Inc.; OFS Brands, Inc.; Special-T, LLC; and The Hon Company, using a competitively procured State of Georgia contract, in the amount of \$187,927.12. (Staff Recommendation: Award)

2024-0703 Approval to renew BL066-20, purchase of various public safety vehicles on annual contract (September 2, 2024 through September 1, 2025), with Akins Ford, LLC; Family Ford, Inc.; and Hardy Chevrolet Buick GMC, Inc., base bid \$27,251,000.00. (Staff Recommendation: Approval)

2024-0704 Approval to renew BL067-21, HVAC system maintenance services at various County facilities on an annual contract (October 1, 2024 through September 30, 2025), with United Maintenance, Inc., base bid \$728,636.00. (Staff Recommendation: Approval)

13. Transportation/Lewis Cooksey

2024-0648 Approval/authorization to execute the Project Framework Agreement with the Georgia Department of Transportation (GDOT) for the engineering of the I-985 and Thompson Mill Road Interchange project. GDOT will administer a \$2,000,000.00 contribution from the Atlanta Regional Commission and the County will allocate a required local match of \$500,000.00. Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval)

Work Session Agenda
Tuesday, August 6, 2024 - 10:00 AM
Page 6

III. New Business

13. Transportation/Lewis Cooksey

2024-0398 Award RP003-24, provision of engineering design services and construction document development for the I-985 and Thompson Mill Road interchange, to Thomas & Hutton Engineering Co., amount not to exceed \$4,250,035.00. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded 53% by various SPLOST funds and 47% by the Georgia Department of Transportation. (Staff Recommendation: Award)

2024-0696 Award RP013-24, provision of transit demand professional services on an annual contract (August 17, 2024 through August 16, 2025), per the attached tabulation, base amount \$1,300,000.00. Contracts to follow award. Subject to approval as to form by the Law Department. This project is funded 35% by the Federal Transit Administration. (Staff Recommendation: Award) (Gwinnett Transit Advisory Board Approved on July 10, 2024, Vote 4-0.)

2024-0705 Approval/authorization for the Chairwoman to execute Change Order No. 2 with the City of Norcross regarding the jointly funded 2014 SPLOST City-Managed Project. This change order will create a new City-Managed Subproject for the remaining funds to be utilized. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval)

2024-0707 Award RP005-24, provision of engineering design services and construction document development for the Loop Trail from Sugarloaf Parkway to Saint Ives Court, to KCI Technologies, Inc., amount not to exceed \$1,305,413.00. Contract to follow award. Subject to approval as to form by the Law Department. This project is funded 80% by the Georgia Department of Transportation (GDOT) and 20% by the 2017 SPLOST Program. (Staff Recommendation: Award)

2024-0710 Award BL074-24, resurfacing of major county roads on a term contract, to Allied Paving Contractors, Inc. and The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc., per the attached bid tabulation, base bid \$10,512,905.00. Contracts to follow award. Subject to approval as to form by the Law Department. This contract is funded 90.4% by the Georgia Department of Transportation and 9.6% by the 2023 SPLOST Program. (Staff Recommendation: Award)

Work Session Agenda
Tuesday, August 6, 2024 - 10:00 AM
Page 7

III. New Business

14. Water Resources/Rebecca Shelton

2024-0597 Award BL029-24, F. Wayne Hill Water Resources Center alarm fiber optic installation, to Crowder Construction Company, amount not to exceed \$557,000.00. Contract to follow award. Subject to approval as to form by the Law Department. (Staff Recommendation: Award) (Water and Sewerage Authority Approved on July 1, 2024, Vote 5-0.)

2024-0611 Award SS008-24, purchase of Allen-Bradley Rockwell Automation products on an annual contract (August 7, 2024 through August 6, 2025), to McNaughton-McKay, base amount \$1,300,000.00. (Staff Recommendation: Award) (Water and Sewerage Authority Approved on July 1, 2024, Vote 5-0.)

2024-0612 Approval to renew BL076-20, restoration of utility repairs on an annual contract (October 7, 2024 through October 6, 2025), with DAF Concrete, Inc., base bid \$2,500,000.00 and approval to increase the base bid of the current contract period (October 7, 2023 through October 6, 2024) from \$1,500,000.00 to \$2,300,000.00. (Staff Recommendation: Approval) (Water and Sewerage Authority Approved on July 1, 2024, Vote 5-0.)

2024-0658 Approval to renew BL063-20, replacement of large water meters, 3 inches or larger, on an annual contract (August 19, 2024 through August 18, 2025), with The Dickerson Group, Inc., base bid \$425,000.00. (Staff Recommendation: Approval)

2024-0671 Approval to renew SS029-23, purchase of components, software, system maintenance and service for the Invensys-Foxboro control system on an annual contract (August 16, 2024 through August 15, 2025), with Schneider Electric Systems USA, Inc., base amount \$350,000.00. (Staff Recommendation: Approval)

IV. Adjournment

MEMORANDUM

To: Chairwoman Hendrickson
District 1 Commissioner Carden
District 2 Commissioner Ku
District 3 Commissioner Watkins
District 4 Commissioner Holtkamp

From: Ashia Gallo, Communications Department

The following item(s) will be on the agenda for the BOC business session on **August 6, 2024**, under the item of business announcements as a resolution of recognition, award, etc., as indicated:

- 1) **Award Presentation:** Recognizing Gwinnett's 2024 National Association of Counties Achievement Award Recipients
Requested by: Chairwoman Nicole Love Hendrickson
Attendee(s): Gwinnett County's NACo Achievement Award recipients
Presented by: Chairwoman Nicole Love Hendrickson

cc: Glenn Stephens
Maria Woods
Joe Sorenson
Heather Sawyer
Kimberly Banner
Tina King
Carli Primavera
Lauren Gamel
Tammy Gibson

Betrand Williams
Arteen Patterson
Hunter Coleman
Neshanta Banks
Katie Gill
Jeanie Donaldson
Terrell Davis

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240625			
Department:	Commissioners		Date Submitted: 06/20/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	tegibson		Public Hearing:
Agenda Type	Approval		Multiple Depts?
Item of Business:	Locked by Purchasing		No
of a recommendation to appoint Incumbent Lois A. Love to the Hospital Authority of Gwinnett County, Georgia as the Gwinnett County Board of Commissioners – District 3/Watkins Appointment. Term expires September 30, 2027.			
Attachments	Recommendation Letter		
Authorization: Chairwoman's Signature?	No		
Staff Recommendation			
BAC Action:			
Department Head			
Attorney			
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Finance Comments				FinDir's Initials

Budget Adjust Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	Vote	No Action Taken
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		



**PEREIRA,
KIRBY,
KINSINGER &
NGUYEN, LLP**

STEPHEN D. PEREIRA
CORY O. KIRBY
ELIZABETH F. KINSINGER
HIEU M. NGUYEN
FRANK HARTLEY
W. CREIGHTON LANCASTER
CATHERINE T. FOLLOWILL
JAAONNE J. JACKSON
APARESH PAUL
BRIAN C. SMITH
CHEYENNE M. HUNT

OF COUNSEL:
PHILLIP L. HARTLEY
V. LEE THOMPSON, JR.
VICTORIA SWEENEY
J. STANLEY HAWKINS
MELISSA K. STEWART
TED C. BAGGETT

April 9, 2024

The Honorable Nicole Love Hendrickson
Chairwoman, Gwinnett County Board of Commissioners
Gwinnett County Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

RE: Hospital Authority of Gwinnett County
Expiring Terms – September 2024

Dear Chairwoman Hendrickson:

I am writing on behalf of and as attorney for the Hospital Authority of Gwinnett County to advise the Board of Commissioners that the following Hospital Authority members' terms are due to expire on September 30, 2024:

Dr. Gregory E. Lang

[Redacted]
[Redacted]
[Redacted]
[Redacted]

District 1 – Kirkland Carden

Dr. Frances E. Davis

[Redacted]
[Redacted]
[Redacted]
[Redacted]

District 4 – Matthew Holtkamp

Lois A. Love

[Redacted]
[Redacted]
[Redacted]
[Redacted]

District 3 – Jasper Watkins III

Lawrenceville Office 690 Longleaf Drive Lawrenceville, GA 30046
770.963.1997 770.822.2913 Fax

Gainesville Office 210 Washington Street NW, Suite 203 Gainesville, GA 30501
770.534.7341 770.532.0399 Fax

The Honorable Nicole Love Hendrickson
April 9, 2024
Page 2 of 2

As a result, I am writing to request that the Board of Commissioners submit nominations for each of the expiring terms. The members of the Hospital Authority are appointed to three (3) year terms and the terms for the newly appointed members will expire on September 30, 2027. All three of the members whose terms are expiring have indicated that they would be honored to continue serving on the Hospital Authority. The Hospital Authority will act on the nominations submitted by the Board of Commissioners at the next meeting following the nominations.

Thank you for your attention to this matter. Please do not hesitate to contact me should you have any questions or need any additional information.

Sincerely,

**PEREIRA, KIRBY
KINSINGER & NGUYEN, LLP**


Creighton Lancaster

cc: Wayne Sikes
Frances E. Davis
Gregory E. Lang
Lois A. Love

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20240669	20230556

Grants Public Hearing

Department:	Financial Services	Date Submitted:	07/02/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado - JC	Multiple Depts?	Yes
Agenda Type	Approval		

Item of Business:	Locked by Purchasing	No
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to renew BL073-22, purchase of crushed stone on an annual contract (September 21, 2024 through September 20, 2025), with Martin Marietta Materials, Inc. and Metro Green Recycling, LLC, base bid \$541,000.00.

Attachments	Summary Sheet, Justification Letters
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Authorization: Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	
Department Head	bjalexzulian (7/18/2024)
Attorney	abcauthen (7/23/2024)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Operating	*	\$541,000	mbwoods (7/22/2024)

Finance Comments	*The current balance in Industrial Supplies and Industrial R&M-Contracted is checked as items are purchased. For FY2024, \$179,250 is allocated. For FY2025, \$361,750 is subject to budget approval.	FinDir's Initials
		bjalexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken Vote
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – BL073-22
Purchase of Crushed Stone on an Annual Contract


PURPOSE:	Various sizes and grades of stone used for roads, backfill, ditches, erosion control, and foundations used by various departments.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$541,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$530,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$510,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	5% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	September 21, 2024 through September 20, 2025


COMMENTS:



MEMORANDUM

TO: Michael Milstein, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Lewis Cooksey, P.E., Director 
Department of Transportation

FROM: Jeffery Charlton, R.L.A, Division Director 
Department of Transportation

SUBJECT: **Recommendation to Renew BL073-22
Purchase of Crushed Stone on an Annual Contract**

DATE: June 18, 2024

REQUESTED ACTION

Approval to renew BL073-22, Purchase of Crushed Stone on an Annual Contract (September 21, 2024 through September 20, 2025) with Martin Marietta Materials and Metro Green Recycling, LLC in the amount of \$121,000.00.

DESCRIPTION

This annual contract is used for the purchase of crushed stone and aggregate materials for roadway maintenance projects, emergency roadway maintenance events, and roadway repairs throughout the County. This is the second (2) of four (4) options to renew this annual contract.

FINANCIAL

1. Estimated amount to be spent: \$121,000.00
2. Projected 12-month amount spent previous contract period: \$110,000.00
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Paul Brown Contact phone: 770-822-7558



6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	001	109000	17020001	50701103		\$30,000.00	24.79%
2025	001	109000	17020001	50701103		\$90,000.00	74.38%
2024	520	109000	17070001	50701103		\$250.00	0.21%
2025	520	109000	17070001	50701103		\$750.00	0.62%
					Total	\$121,000.00	100.00%



MEMORANDUM

TO: Brittany Bryant, CPPB
Purchasing Associate III

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Steve Sheets, PE *SS*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Renew BL073-22
Purchase of Crushed Stone on an Annual Contract

DATE: April 9, 2024

REQUESTED ACTION

The Department of Water Resources recommends the renewal of the above-referenced contract with Martin Marietta Materials and Metro Green Recycling, LLC in a departmental allocation of \$420,000.00.

DESCRIPTION

This contract is used by multiple departments. Water Resources uses it to purchase crushed stone, gravel, rip rap, and other aggregate materials for repairs to the distribution, collection, and stormwater systems.

FINANCIAL

1. Estimated amount to be spent: \$420,000.00.
2. Projected amount to be spent previous contract period: \$400,000.00
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ___
5. Contact name: Adam Garmon Contact phone: (678)376-7181 *AG*

Page 2
Recommendation Letter
BL073-22

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	501	111008	19080002	50404216		\$49,000.00	11.67%
2024	501	111008	19080003	50404216		\$50,000.00	11.90%
2024	590	111011	19110001	50404216		\$50,000.00	11.90%
2025	501	111008	19080002	50404216		\$91,000.00	21.67%
2025	501	111008	19080003	50404216		\$90,000.00	21.43%
2025	590	111011	19110001	50404216		\$90,000.00	21.43%
Total						\$420,000.00	100.00%

Transfer Required: Yes No

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240711	20230666		
Department:	Financial Services	Date Submitted:	07/15/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing - Brandi Cantie - CW	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	Yes
Item of Business:		Locked by Purchasing	No
to renew BL061-22, purchase of bread on an annual contract (August 8, 2024 through August 7, 2025), with Bimbo Bakeries USA, Inc., base bid \$342,500.00.			
Attachments	Summary Sheet, Justification Letters		
Authorization: Chairwoman's Signature?	No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	bjalexzulian (7/19/2024)		
Attorney	abcauthen (7/24/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$342,500	mbwoods (7/23/2024)
Finance Comments	*The current balance in Industrial Supplies is checked as items are purchased. For FY2024, \$141,960 is allocated. For FY2025, \$200,540 is subject to budget approval.			FinDir's Initials bjalexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – BL061-22
Purchase of Bread on an Annual Contract

PURPOSE:	This contract is for the purchase of bread for the staff and inmates at the Gwinnett County Comprehensive Correctional Complex and the Detention Center. It will also be used to purchase bread for senior citizens.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$342,500.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$283,500.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$328,171.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	4.3% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	The is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	August 8, 2024 through August 7, 2025

COMMENTS: Line Item 13 will not be renewed and will be purchased off contract on an as-needed basis.



MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Tina Fleming *Tina Fleming*
Director of Community Services

FROM: Summer Hamood *Summer Hamood*
Business Officer

SUBJECT: Recommendation to Renew BL061-22 Purchase of Bread on an Annual Contract

DATE: July 17, 2024

REQUESTED ACTION

The Department of Community Services recommends renewal of the above referenced contract with Bimbo Bakeries USA, Inc. in the amount of \$1,500.00.

DESCRIPTION

This contract provides for the purchase of bread for our Health and Human Services Programs.

FINANCIAL

1. Estimated amount to be spent: \$1,500.00.
2. Projected amount to be spent previous contract period: \$1,400.00.
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Summer Hamood Contact phone: 770-822-8856

6. Proposed Funding:

Fiscal Year (FY)	Fund	Funds Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	001	116014	24130002	50701303		\$625.00	41.67%
2025	001	116014	24130002	50701303		\$875.00	58.33%
Total						\$1,500.00	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Darrell Johnson, Warden *DJ*
Department of Corrections

FROM: Darlesa Barron, Business Manager *DWB*
Department of Corrections

SUBJECT: Recommendation to Renew BL061-22
Purchase of Bread on an Annual Contract

DATE: July 11, 2024

REQUESTED ACTION

The Department of Corrections recommends renewal of the above referenced contract with Bimbo Bakeries USA, Inc., in the amount of \$45,000.00.

DESCRIPTION

This contract is for the purchase of bread for offenders housed at the Comprehensive Correctional Complex. Meals are also provided to staff and correctional officers restricted to the building while on duty.

FINANCIAL

- 1. Estimated amount to be spent \$45,000.00
- 2. Projected amount to be spent previous contract period: \$44,771.00
- 3. Do total obligations agree with "Action Requested"? Yes No
- 4. Budgeted: Yes No
- 5. Contact name: Darlesa Barron Contact phone: 678-407-6050
- 6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	001	114001	22010001	50701103		\$18,000.00	40%
2025	001	114001	22010001	50701103		\$27,000.00	60%
Total						\$45,000.00	100%



Gwinnett County Sheriff's Office

2900 University Parkway • Lawrenceville, GA 30043 • 770.619.6500
GwinnettCountySheriff.com | Twitter & Facebook @GwinnettSheriff

Sheriff Keybo Taylor

Chief Cleophas Atwater

MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Cleophas Atwater *CA*
Chief

FROM: Lora Bryant *LB*
Business Manager

SUBJECT: Recommendation to Renew BL061-22, Purchase of Bread on an Annual Contract

DATE: March 11, 2024

REQUESTED ACTION

The Sheriff's Office recommends renewal of the above referenced Annual Contract with Bimbo Bakeries USA, Inc. in the amount of \$296,000.00.

DESCRIPTION

This contract is for bread items used in the daily preparation of meals for inmates and staff at the Detention Center.

FINANCIAL

- Estimated amount to be spent: \$296,000.00
- Amount spent previous contract period: \$282,000.00
- Do total obligations agree with "Action Requested"? Yes X No
- Budgeted: Yes X No
- Contact name: Carl Beresford Contact phone: 770-619-6417

Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	001	119000	27020001	50701303		\$123,335.00	42%
2025	001	119000	27020001	50701303		\$172,665.00	58%
TOTAL						\$296,000.00	100%

Transfer Required: Yes No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240698			
Department:	Community Services	Date Submitted:	07/11/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – JS	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
BL083-24, maintenance and repair of aquatic dehumidification systems on an annual contract (August 7, 2024 through August 6, 2025), to Maxair Mechanical, LLC, base bid \$237,362.00 and ratification of various purchase orders issued under the previous contract (April 16, 2023 through August 6, 2024), \$187,630.00.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Award		
BAC Action:			
Department Head	lgjorstad (7/23/2024)		
Attorney	abcauthen (7/29/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Recreation	*	\$237,362	mbwoods (7/26/2024)
Finance Comments	*The current balance in Industrial R&M-Contracted is checked as services are provided. The requested allocation is an estimate based on the recommended base bid. For FY2024, \$118,681 is allocated. For FY2025, \$118,681 is subject to budget approval.			FinDir's Initials bjallexzulian (7/26/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> No Action Taken </div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – BL083-24**Maintenance and Repair of Aquatic Dehumidification Systems on an Annual Contract**

PURPOSE:	This contract provides labor, materials and services required to maintain and repair dehumidification systems at all aquatic centers throughout the County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$237,362.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$265,370.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$453,000.00*
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	6.4% decrease
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	561 36 website viewings
NUMBER OF RESPONSES:	5 1 no bid
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 7, 2024 through August 6, 2025

COMMENTS: *This is the amount spent on the previous contract between April 16, 2023 and August 6, 2024.



MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Tina Fleming *Tina Fleming*
Director of Community Services

FROM: Summer Hamood *Summer Hamood*
Business Officer

SUBJECT: Recommendation to Award BL083-24 Repair and Maintenance of Aquatic Dehumidification Systems on an Annual Contract

DATE: July 19, 2024

REQUESTED ACTION

The Department of Community Services recommends award of the above referenced contract to Maxair Mechanical, LLC in the amount of \$237,362.00 and requests approval to ratify \$187,630.00.

DESCRIPTION

This contract provides labor, materials and services required to maintain and repair dehumidification systems at all Aquatic Centers throughout the County.

References checked? Yes X No _____

FINANCIAL

1. Estimated amount to be spent: \$237,362.00.
2. Projected amount to be spent previous contract period (BL008-19): \$453,000.00.
3. Do total obligations agree with "Action Requested"? Yes X No _____
4. Budgeted: Yes X No _____
5. Contact name: Summer Hamood Contact phone: 770-822-8856

Recommendation Letter

BL083-24

Page 2

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	105	116015	24140007	50404227		\$118,681.00	50.00%
2025	105	116015	24140007	50404227		\$118,681.00	50.00%
Total						\$237,362.00	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240709			
Department:	Community Services	Date Submitted:	07/15/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – JS	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>RP025-24, provision of homemaker services for Gwinnett senior residents on an annual contract (August 31, 2024 through August 30, 2025), to Southern Home Care Services, Inc. dba All Ways Caring Homecare, as the primary service provider, and At Home Atlanta, LLC, as the secondary service provider, base amount \$201,600.00. This contract is funded by the Atlanta Regional Commission.</p>			
Attachments	Summary Sheet, Justification Letter, Score Tabulation, Cost Tabulation		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Award		
BAC Action:			
Department Head	tdfleming (7/22/2024)		
Attorney	abcauthen (7/29/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Grants	*	\$201,600	mbwoods (7/29/2024)
No	General	**	**	
Finance Comments	<p>* Grants budget will be established upon Atalanta Regional Commission (ARC) award. ** If ARC funding is not awarded, adjusted revenues and appropriations as necessary to fund the contract.</p>			FinDir's Initials bjalexzulian (7/29/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	<div style="border: 1px solid black; height: 100px; display: flex; align-items: center; justify-content: center;"> No Action Taken </div>
Action:	<input type="text" value="New Item"/>	
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	

SUMMARY – RP025-24
Provision of Homemaker Services on an Annual Contract

PURPOSE:	This contract provides for homemaker services for Gwinnett County citizens through our Health and Human Services programs.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$201,600.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$100,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$90,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	35.2% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	413 80 website viewings
NUMBER OF RESPONSES:	4
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 9
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 31, 2024 through August 30, 2025

COMMENTS:



MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Tina Fleming *Tina Fleming*
Director of Community Services

FROM: Summer Hamood *Summer Hamood*
Business Officer

SUBJECT: Recommendation to Award RP025-24 Provision of Homemaker Services for Gwinnett Senior Residents on an Annual Contract

DATE: July 12, 2024

REQUESTED ACTION

The Department of Community Services recommends award of the above referenced contract to Southern Home Care Services, Inc. dba All Ways Caring Homecare as the primary service provider and At Home Atlanta, LLC as the secondary service provider in the amount of \$201,600.00.

DESCRIPTION

This contract provides for homemaker services for Gwinnett County citizens through our Health and Human Services programs.

References checked? Yes X No _____

FINANCIAL

1. Estimated amount to be spent: \$201,600.00.
2. Projected amount to be spent previous contract period (BL030-21): \$90,000.00.
3. Do total obligations agree with "Action Requested"? Yes X No _____
4. Budgeted: Yes _____ No X
5. Contact name: Summer Hamood Contact phone: 770-822-8856

Recommendation Letter

RP025-24

Page 2

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	200G			50401201	G-TBD	\$100,800.00	50.00%
2025	200G			50401201	G-TBD	\$100,800.00	50.00%
Total						\$201,600.00	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240718			
Department:	Community Services	Date Submitted:	07/17/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – JC	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
BL070-24, purchase and installation of sod on an annual contract (August 6, 2024 through August 5, 2025), to Visionscapes, Inc., base bid \$250,000.00.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Award		
BAC Action:			
Department Head	lgjorstad (7/19/2024)		
Attorney	abcauthen (7/25/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Recreation	*	\$250,000	mbwoods (7/23/2024)
Finance Comments	*The current balance in Industrial R&M-Contracted is checked as items are purchased and services are provided. The requested allocation is an estimate based on the recommended base bid. For FY2024, \$125,000 is allocated. For FY2025, \$125,000 is subject to budget approval.			FinDir's Initials bjalexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
Vote		

SUMMARY – BL070-24
Purchase & Installation of Sod on an Annual Contract

PURPOSE:	This contract provides for installation of sod including ground preparation of athletic fields.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$250,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$250,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$240,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	<1% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	760 54 website viewings
NUMBER OF RESPONSES:	2
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 3
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 6, 2024 through August 5, 2025

COMMENTS: Sections B and C were rejected and will be solicited on a separate annual contract in the near future.



MEMORANDUM

TO: Jenny Coleman
Purchasing Associate II

THROUGH: Tina Fleming
Director of Community Services

FROM: Summer Hamood
Business Officer *Summer Hamood*

SUBJECT: Recommendation to Award BL070-24 Purchase and Installation of Sod on an Annual Contract

DATE: July 12, 2024

REQUESTED ACTION

The Department of Community Services recommends award of Section A of the above referenced contract to Visionscapes, Inc in the amount of \$250,000.00.

DESCRIPTION

This contract provides for installation of sod including ground preparation of athletic fields.

References checked? Yes X No

FINANCIAL

1. Estimated amount to be spent: \$250,000.00.
2. Projected amount to be spent previous contract period (BL021-23): \$240,000.00.
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Summer Hamood Contact phone: 770-822-8856

Recommendation Letter

BL070-24

Page 2

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	105	116008	24070014	50404216		\$125,000.00	50.00%
2025	105	116008	24070014	50404216		\$125,000.00	50.00%
Total						\$250,000.00	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240693	20230712		
Department:	Community Services	Date Submitted:	07/10/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – JS	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew BL079-20, purchase of seasonal mixed produce boxes on an annual contract (September 2, 2024 through September 1, 2025), with Royal Food Service, base bid \$200,000.00. This contract is funded by the American Rescue Plan Act.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	tdfleming (7/16/2024)		
Attorney	abcauthen (7/29/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Grants	*	\$200,000	mbwoods (7/26/2024)
Finance Comments	*The current balance is checked as services are provided. The requested amount is an estimate based on the recommended base bid. The requested amount is available in ARPA COVID-19 CSLFRF Food Security Project.			FinDir's Initials bjalexzulian (7/26/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action:	<input type="text" value="New Item"/>	
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	

SUMMARY – BL079-20
Purchase of Seasonal Mixed Produce Boxes on an Annual Contract

PURPOSE:	This contract provides for seasonal mixed produce boxes throughout the County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$200,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$320,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$318,602.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option four (4) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	September 2, 2024 through September 1, 2025

COMMENTS:



MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Tina Fleming *Tina Fleming*
Director of Community Services

FROM: Summer Hamood *Summer Hamood*
Business Officer

SUBJECT: Recommendation to Renew BL079-20, Purchase of Seasonal Mixed Produce Boxes on an Annual Contract

DATE: June 5, 2024

REQUESTED ACTION

The Department of Community Services recommends renewal of the above referenced contract with Royal Food Service in the amount of \$200,000.00.

DESCRIPTION

This contract provides for seasonal mixed produce boxes throughout the county.

FINANCIAL

1. Estimated amount to be spent: \$200,000.00.
2. Projected amount to be spent previous contract period: \$318,602.00.
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Summer Hamood Contact phone: 770-822-8856

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	221G			50701303	G-0525-000002-5426-1	\$200,000.00	100.00%
Total						\$200,000.00	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240474			
Department:	Community Services	Date Submitted:	05/07/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	rkmorris	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>for the Chairwoman to execute a license agreement between Gwinnett County and Georgia Power Company for the installation of a multi-use paved trail at Singleton Park. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification Memo; License Agreement		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Approval		
BAC Action:			
Department Head	tdfleming (7/10/2024)		
Attorney	mpludwiczak (5/28/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (7/22/2024)
Finance Comments	*No budget impact.			FinDir's Initials
				bjalexzulian (7/22/2024)

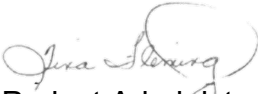

Budget Adjust Grand Jury

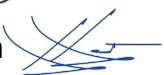
County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	Vote	No Action Taken
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Tina Fleming, Department Director 
Glenn Boorman, Division Director – Project Administration 
Department of Community Services

FROM: Daniel Dart, Deputy Division Director – Project Administration 

SUBJECT: Request for Agenda Item for BOC acceptance/signature to accept a License Agreement from Georgia Power Company for the installation of a paved trail to be known as Singleton Greenway

DATE: July 9, 2024

Approval/Authorization is needed from the Board of Commissioners for the Chairwoman to execute a License Agreement between Gwinnett County and Georgia Power Company for the installation of a multi-use paved trail from the proposed Singleton Park to the intersection of Stafford Dr and Dickens Rd.

This trail follows the Gwinnett Trails Master Plan adopted in 2018 and will provide connectivity from Singleton Park to Dickens Rd and provide connections to adjacent neighborhoods. This will provide recreational value as well as connectivity for multimodal use with the proximity of the Gwinnett Transit stop at the park.

One original Georgia Power Company agreement is included.

Upon recording, return to:
Balch & Bingham LLP
30 Ivan Allen, Jr. BLVD NW
Suite 700
Atlanta, Georgia 30308
Attn: Paula Rothenberger

STATE OF GEORGIA

GWINNETT COUNTY

LICENSE AGREEMENT

L. F. # _____
APPLICATION # _____

SUBJECT: NORCROSS – SNELLVILLE PRIMARY 230KV FEE SIMPLE PROPERTY

GEORGIA POWER COMPANY, hereinafter called the "Power Company," hereby grants a non-exclusive license to **GWINNETT COUNTY, GEORGIA**, hereinafter called the "County" for the purpose of locating, constructing, and installing a Public Access Trail (as defined herein) within the License Area (as defined herein).

Definitions

"Property" shall mean the area of Power Company's subject fee simple property described as being a strip of land **one hundred feet (100')** in width, more or less, and extending in part through Land Lot(s) **172 and 187**, of **Gwinnett** County, Georgia, on which the Power Company has constructed and now maintains and operates said electric transmission line(s). The relevant portions of said Property are shown on the drawing (the "Drawing") attached hereto as **Exhibit A** and made a part hereof.

"License Area" shall refer to the following collectively: (a) the area of the Property consisting of 0.56 acres as shown on the County Plat for Gwinnett County prepared by McFarland-Dyer & Associates, Inc., for the Gwinnett County Singleton Park & Greenway Project consisting of 9 pages dated January 6, 2021, a copy of which is attached hereto as **Exhibit B**, and being incorporated herein by this reference (the "County Plat"); and (b) the area of the Property consisting of 1.43 acres as shown on the County Plat (the "Temporary Area"). The County Plat shall be considered the legally controlling description of the License Area.

"Public Access Trail" shall mean an unpaved public access trail thirty (30) feet in width, and related pedestrian and vehicular access improvements to be constructed by the County within the License Area at the locations and to the extent as shown on the County Plat.

The plans and specifications as submitted by the County meet the Power Company's approval provided the County conforms to the following terms and conditions:

1. The use of the License Area by the County within said Property, pursuant to this License Agreement (this "Agreement"), shall be limited to **the construction, operation, maintenance, repair, replacement and use of the Public Access Trail**. The County agrees to use the License Area in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities"). It is specifically understood that no buildings or other obstructions of any type will be permitted within or on any portion of the Property. The use of the Temporary Area shall be limited to construction activity related to the construction of the Public Access Trail. The County's rights to use the Temporary Area, as set forth herein, shall automatically expire as of the earlier of (a) the date that all County construction work in the License Area is complete, or (b) the date that is two (2) years from the date of this License Agreement.
2. The County agrees that the use of the License Area as herein provided shall in no way affect the validity of the Power Company's title to the Property and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the License Area. The County acknowledges the Power Company's right and title to the Property and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.
3. The use of the License Area by the County shall be at the sole risk and expense of the County, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of County resulting or occurring from the use of the Property by the Power Company as provided herein. County covenants not to sue Power Company in that instance.
4. The County hereby agrees and covenants not to use and will prohibit agents, employees and contractors of County from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The County agrees to comply with Official Code of Georgia, Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT) and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the County to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The County further agrees and covenants to warn all persons whom the County knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
5. Notwithstanding anything to the contrary contained herein, the County agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the construction, operation, and maintenance by the County of the Public Access Trail within the License Area. Also, the County agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities as a result of the location of the Public Access Trail within the License Area, the County agrees to promptly relocate the Public Access Trail, at the County's sole cost, to an alternative location on the Property selected by the Power Company. In the event such alternative location for the Public Access Trail is not within the License Area, this Agreement shall terminate as of the effective date of a replacement agreement between the parties regarding the alternative location for the Public Access Trail and License Area on substantially similar terms as this Agreement.
6. The County hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to the License Area, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors, or subcontractors to indemnify and save harmless and defend Power Company, its agents and employees from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property (including property of the Power Company) which is in any manner attributable to or resulting from the construction of the Public Access Trail, or related County projects or programs conducted on the Property, by the County as herein provided, including (but without limiting the

generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

7. The County agrees to notify or have the County's contractor notify the Power Company's Representative for Gwinnett County, Georgia, Phone: 770.712.4573, at least three (3) business days prior to actual construction on the Power Company's fee simple property.
8. Intentionally omitted.
9. The County further agrees to carry, if performing work or construction, and to require that any such third party, contractor, or subcontractor doing or providing any such work or construction on the Property carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company on request, said amount of insurance to be not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate for bodily injury and property damage which arise out of or result from the County's operations under this Agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.
10. The Power Company has the right to remove all trees and brush from the limits of the Property. However, the Power Company will permit some planting of shrubbery and low growing trees provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. A planted low growing tree is defined as a tree which naturally grows no more than fifteen (15) feet in height at maturity.
11. The County agrees that all construction activity shall be conducted at a distance greater than twenty-five (25) feet from any structure or attachment thereto.
12. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.
13. Notwithstanding anything herein to the contrary, the additional terms and conditions set forth on **Exhibit C** shall apply.

The County hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event the County (a) shall not have executed and returned this Agreement on or before May 31, 2024, or (b) if at any time during the term of this Agreement, the County fails to perform as herein provided and such failure continues for more than thirty (30) days after the date of the Power Company's notice thereof to the County, this Agreement shall become void and no use of the Power Company's fee simple property as herein provided for shall be made.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

[SIGNATURE PAGE TO EASEMENT]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, effective as of the date of the Power Company's signature below.

POWER COMPANY:

Signed, sealed and delivered in the presence of:

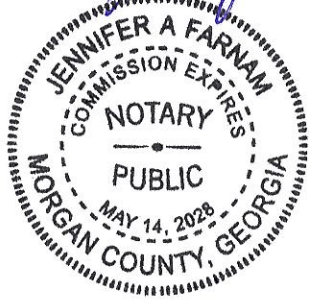
GEORGIA POWER COMPANY

WITNESS: *Cristina Stepien*

BY: *[Signature]*
NAME: Kevin E. Pearson

NOTARY PUBLIC: *Jennifer A Farnam*

TITLE: General Manager, Land Dept.
DATE: 7/1/2024



COUNTY:

Signed, sealed and delivered in the presence of:

GWINNETT COUNTY, GEORGIA

WITNESS: _____

BY: _____

NOTARY PUBLIC: _____

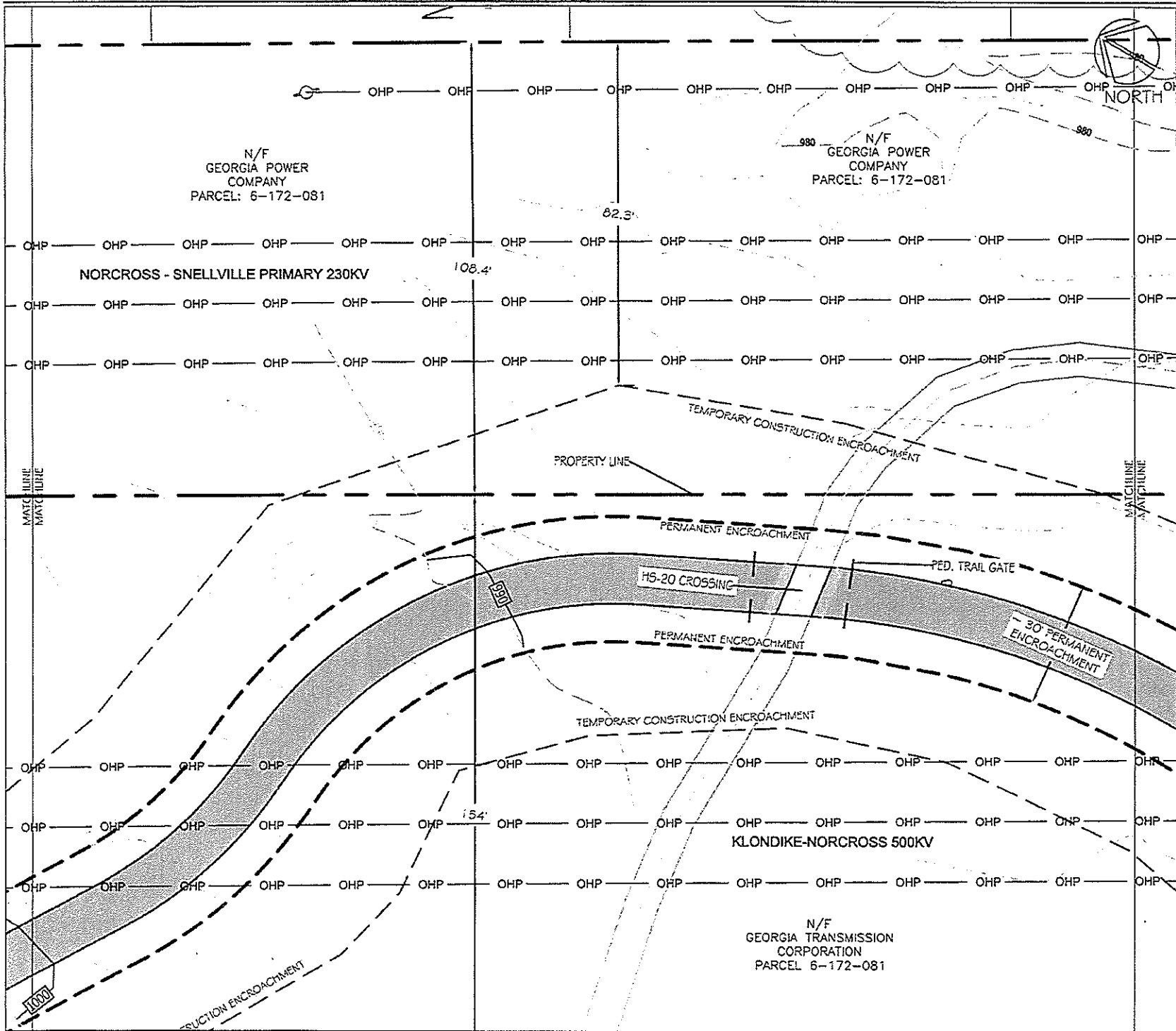
NAME: _____

TITLE: _____

EXHIBIT A

COPY OF DRAWING

[See attached.]



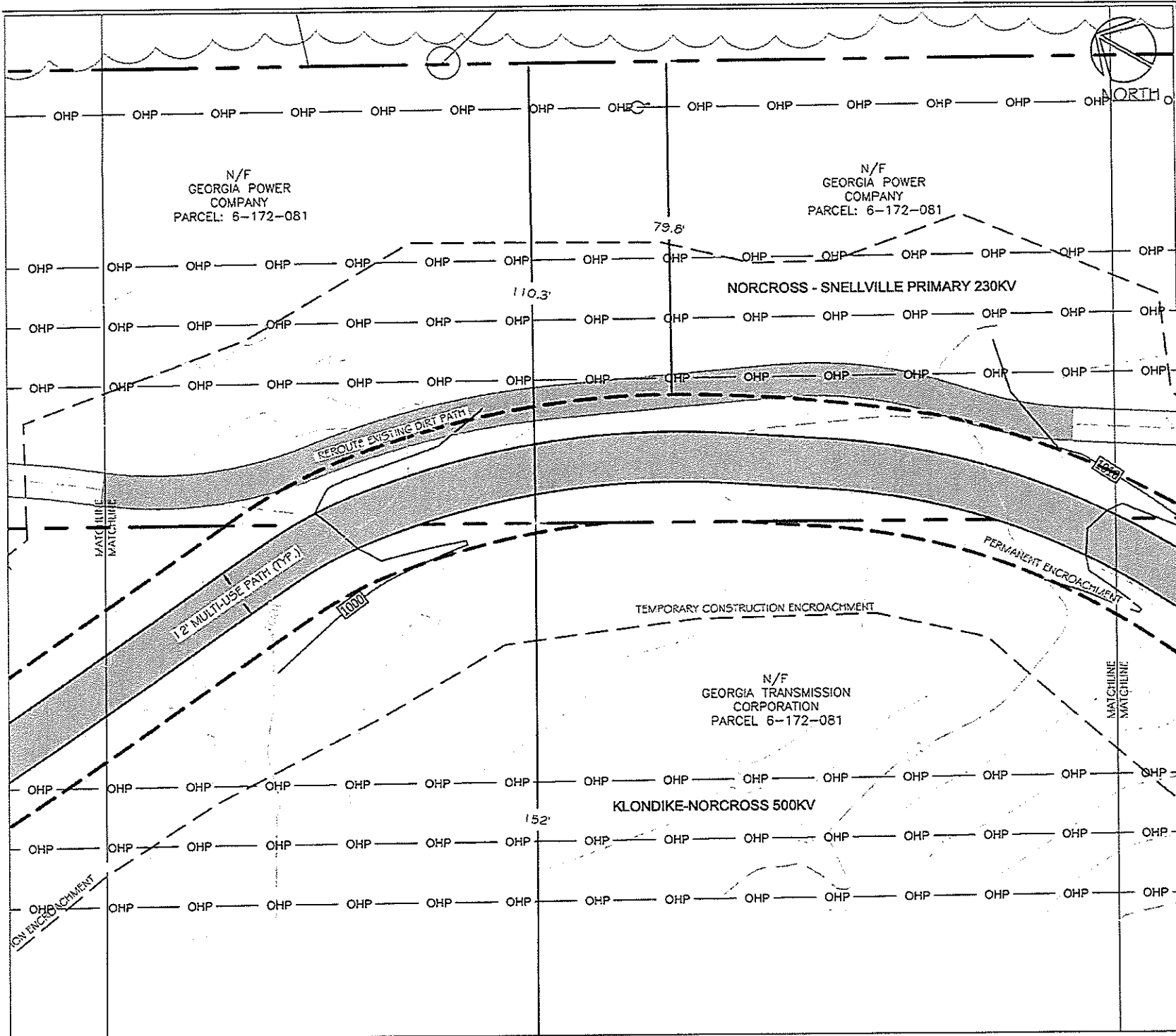
PROJECT:
**SINGLETON
 PARK
 &
 GREENWAY**

LAND LOT: 172&187
 DISTRICT: 6TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

JOB NO: 18-0614
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 30'
 DATE: 10-04-2023

**GREENWAY
 ENCROACHMENT**

GP-5



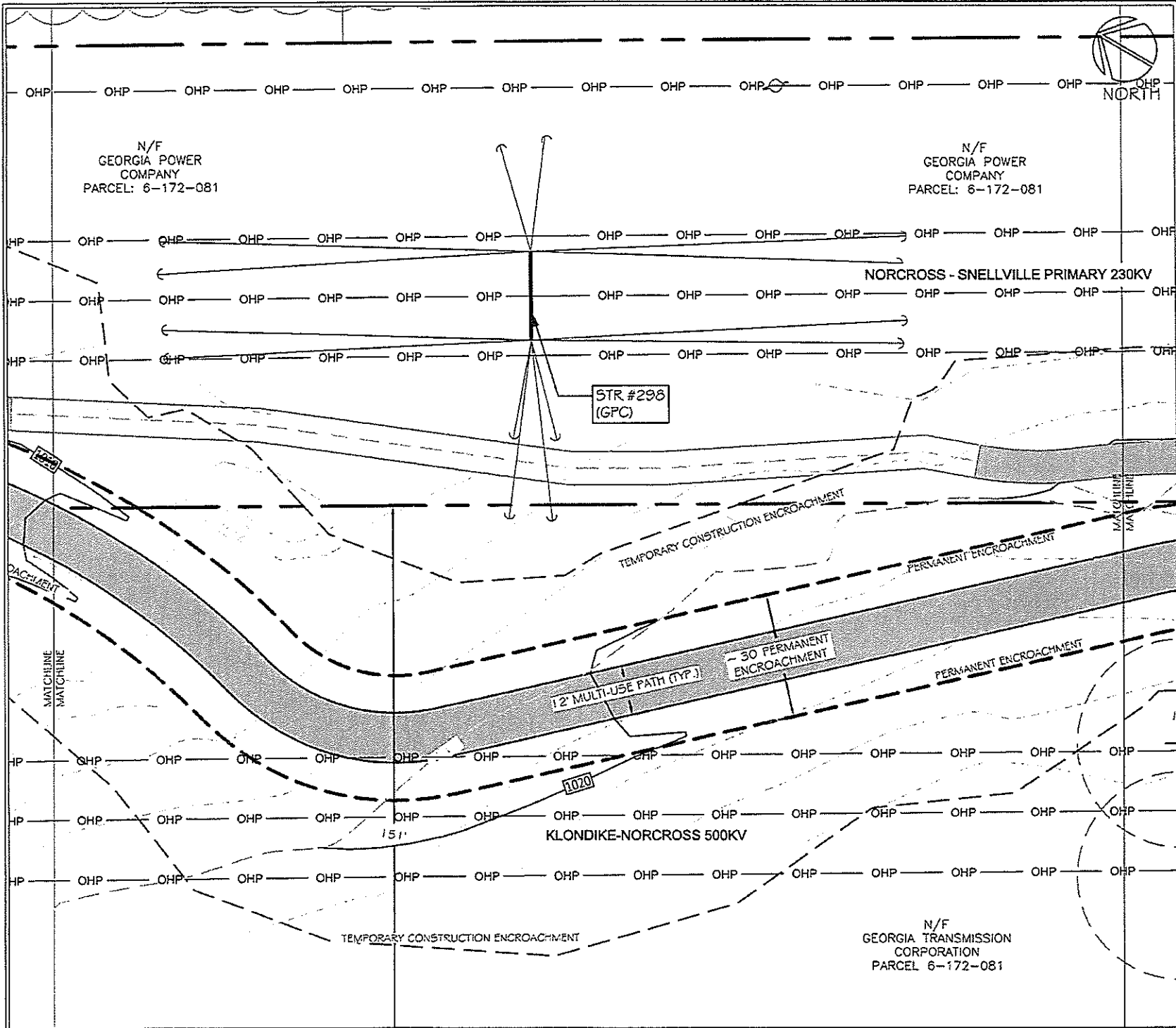
PROJECT:
**SINGLETON
 PARK
 &
 GREENWAY**

LAND LOT: 172&187
 DISTRICT: 6TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

JOB NO: 18-0614
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 30'
 DATE: 10-04-2023

**GREENWAY
 ENCROACHMENT**

GP-7



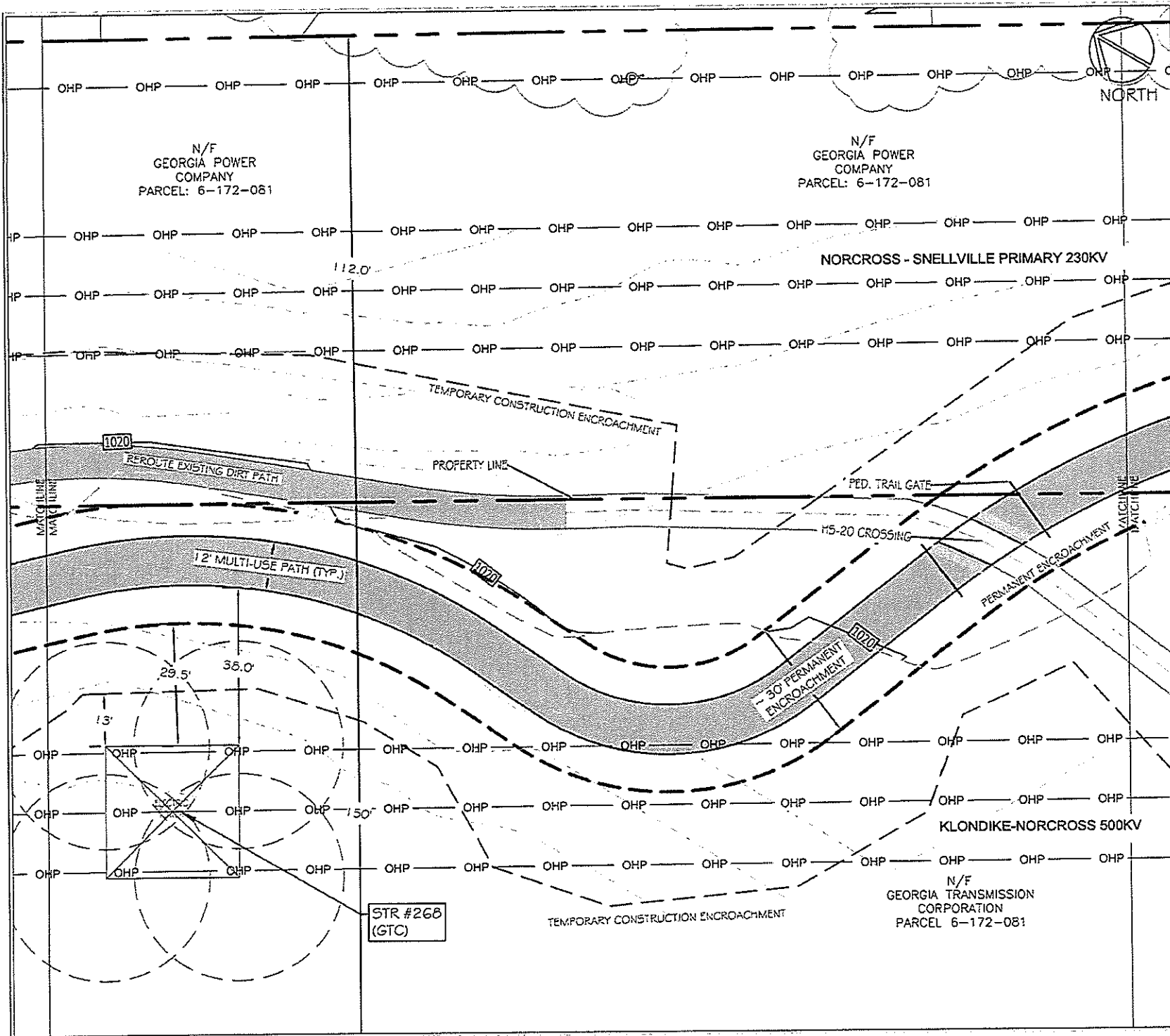
PROJECT:
**SINGLETON
 PARK
 &
 GREENWAY**

LAND LOT: 172&187
 DISTRICT: 6TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

JOB NO: 18-0614
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 30'
 DATE: 10-04-2023

**GREENWAY
 ENCROACHMENT**

GP-8



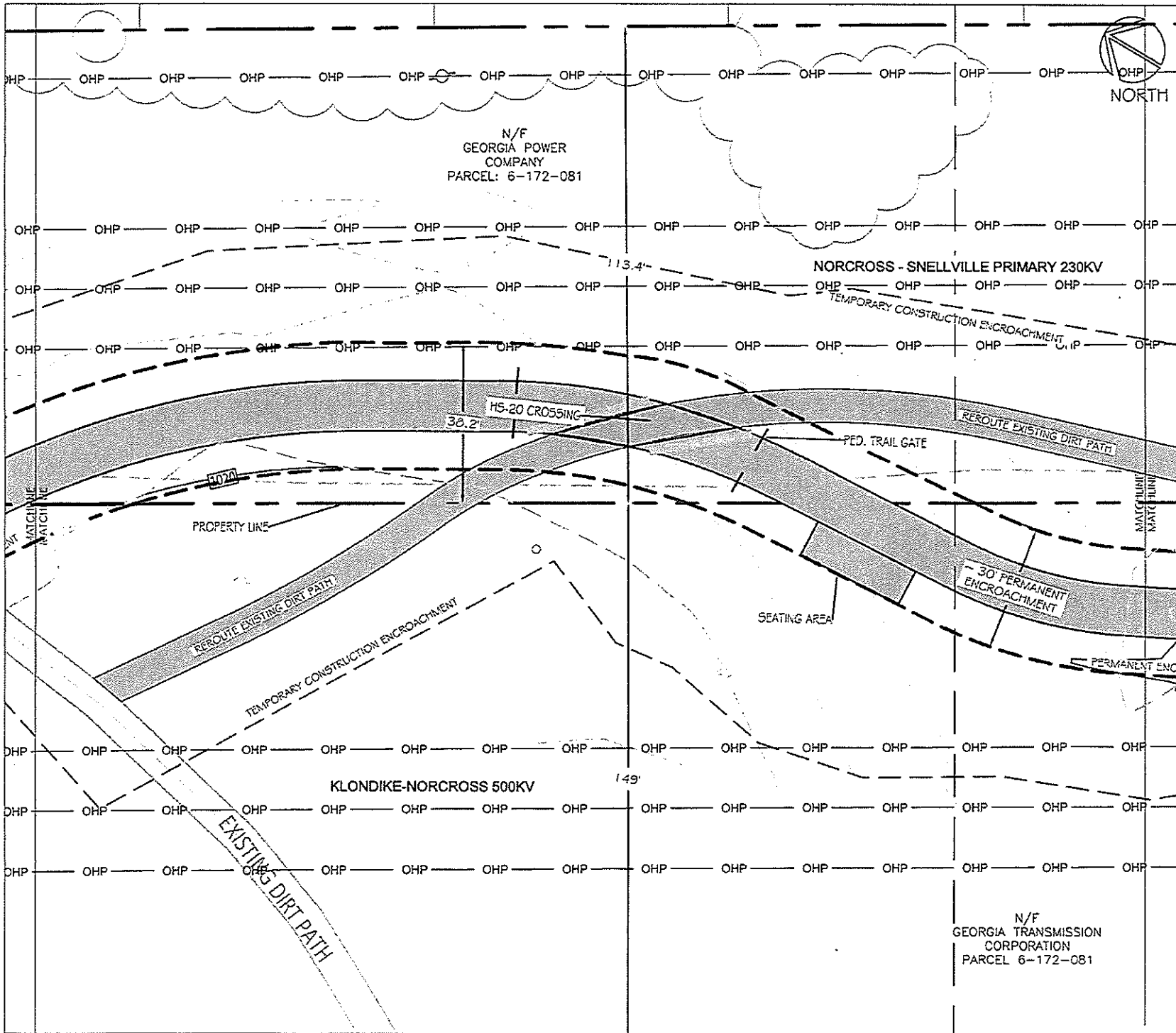
PROJECT:
**SINGLETON
 PARK
 &
 GREENWAY**

LAND LOT: 172&187
 DISTRICT: 6TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

JOB NO: 18-0614
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 30'
 DATE: 10-04-2023

**GREENWAY
 ENCROACHMENT**

GP-9



PROJECT:
**SINGLETON
 PARK
 &
 GREENWAY**

LAND LOT: 172&187
 DISTRICT: 6TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

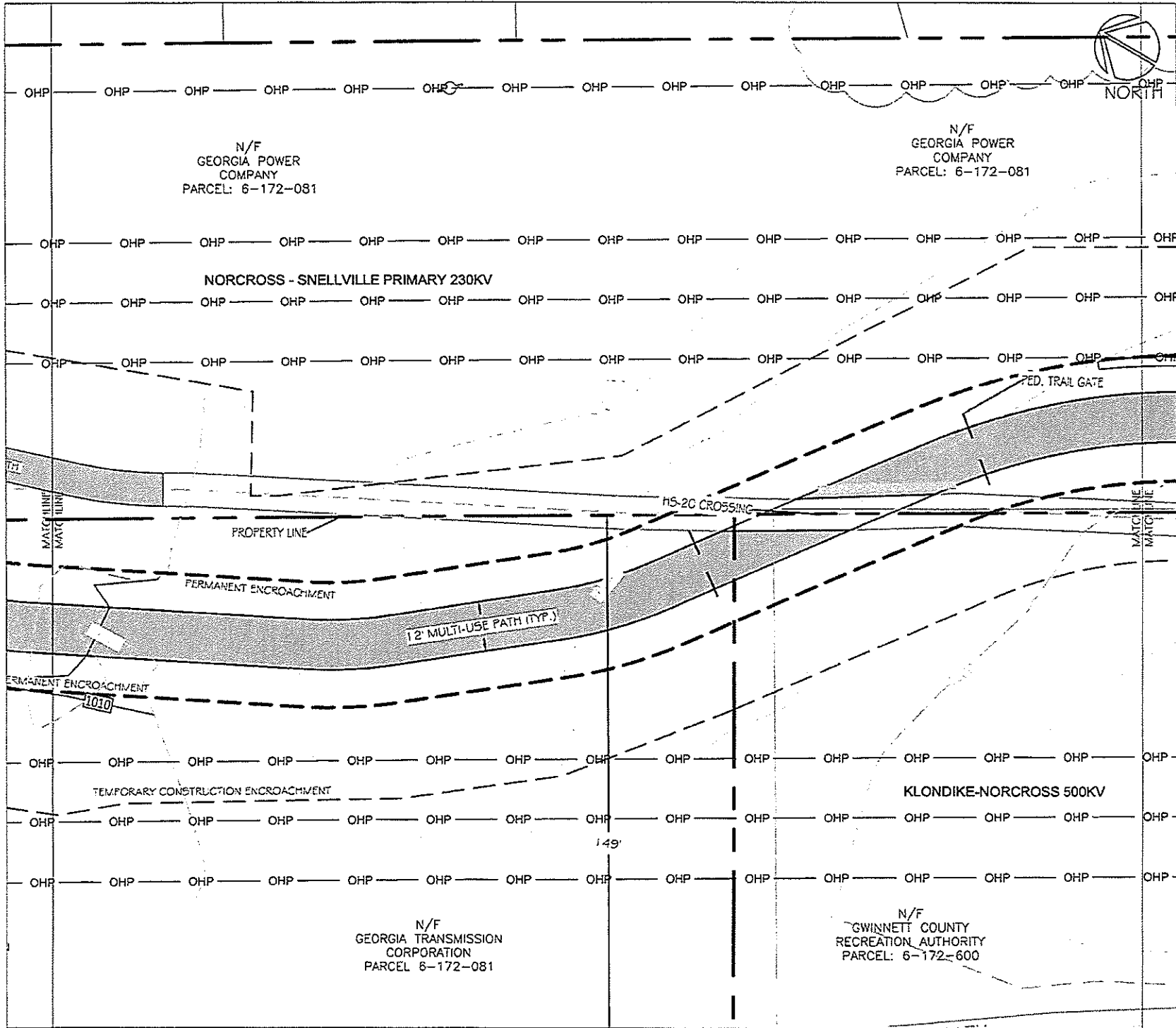
JOB NO: 18-0614
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 30'
 DATE: 10-04-2023

**GREENWAY
 ENCROACHMENT**

GP-10

N/F
 GEORGIA POWER
 COMPANY
 PARCEL: 6-172-081

N/F
 GEORGIA TRANSMISSION
 CORPORATION
 PARCEL 6-172-081



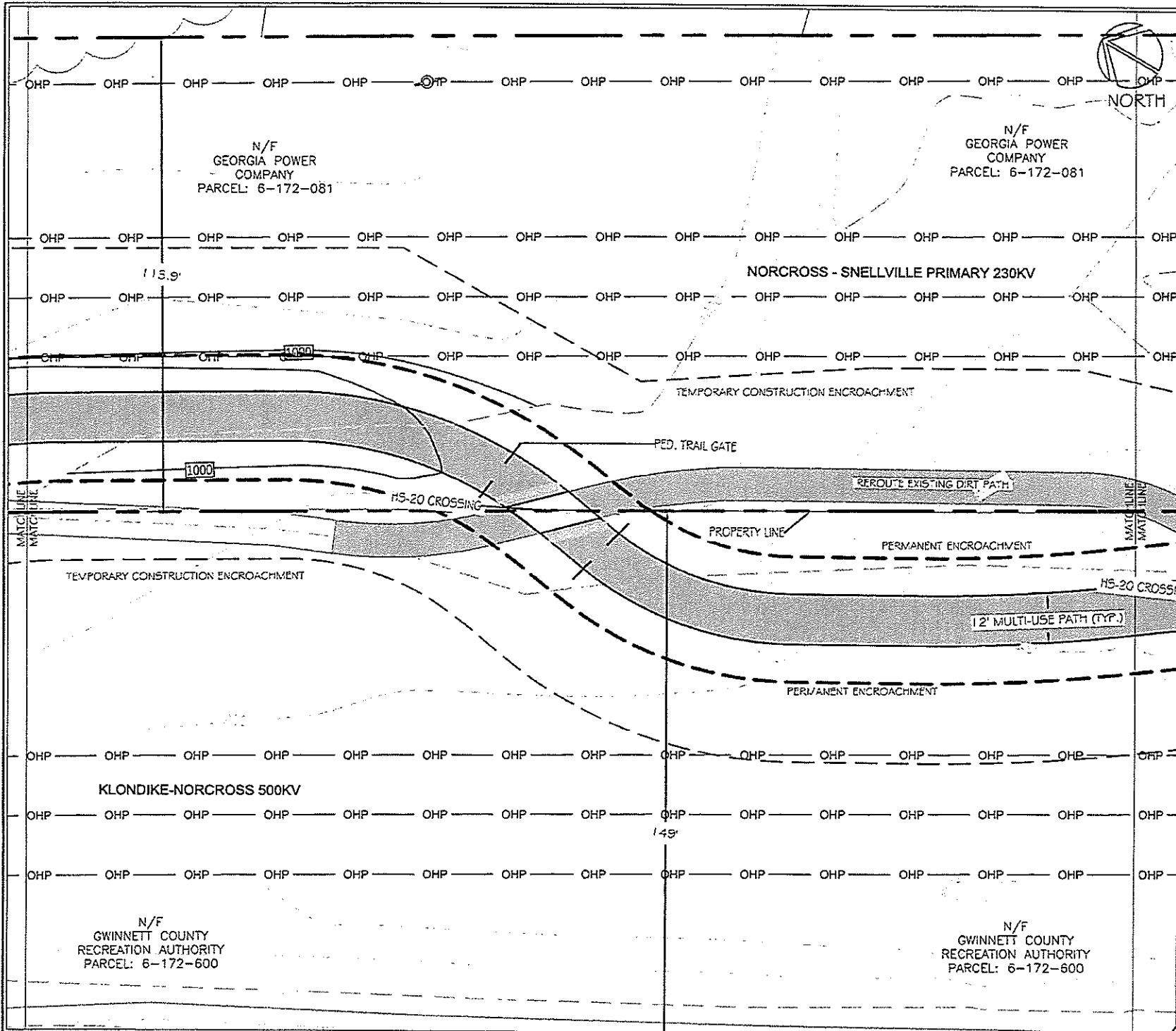
PROJECT:
**SINGLETON
 PARK
 &
 GREENWAY**

LAND LOT: 172&187
 DISTRICT: 6TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

JOB NO: 18-0614
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 30'
 DATE: 10-04-2023

**GREENWAY
 ENCROACHMENT**

GP-11



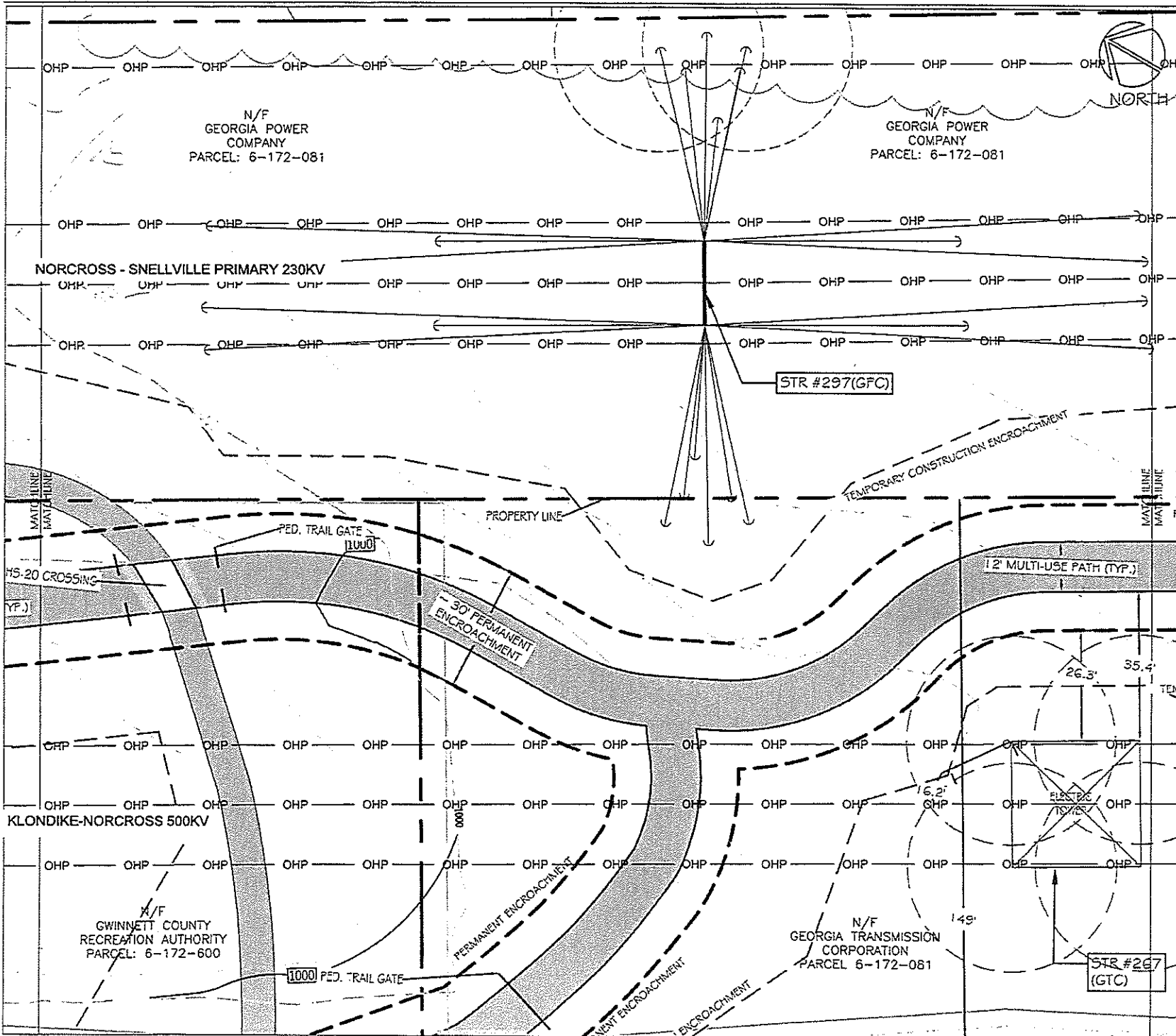
PROJECT:
**SINGLETON
 PARK
 &
 GREENWAY**

LAND LOT: 172&187
 DISTRICT: 6TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

JOB NO: 18-0814
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 30'
 DATE: 10-04-2023

**GREENWAY
 ENCROACHMENT**

GP-12



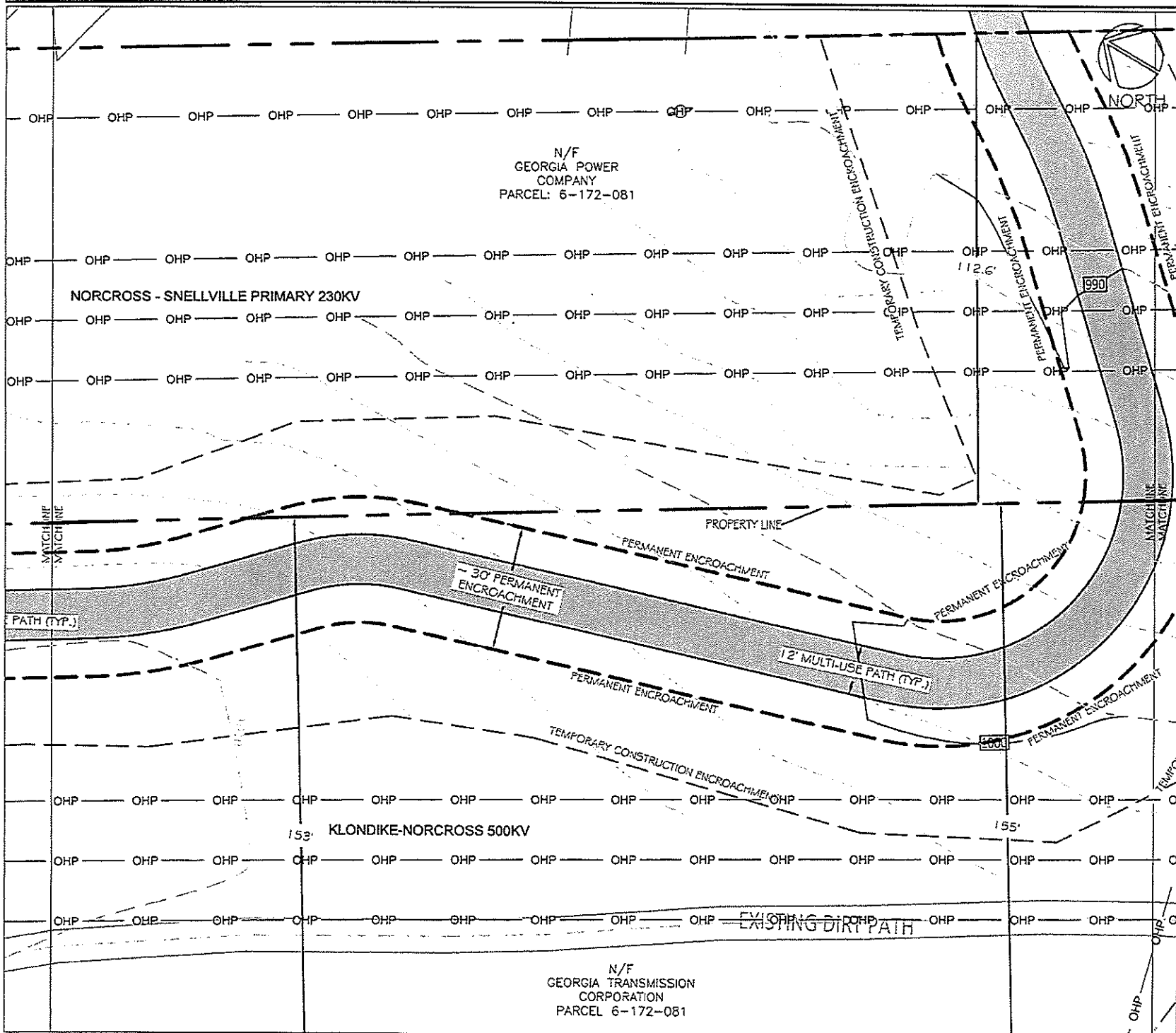
PROJECT:
**SINGLETON
 PARK
 &
 GREENWAY**

LAND LOT: 172&187
 DISTRICT: 5TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

JOB NO: 18-0514
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 30'
 DATE: 10-04-2023

**GREENWAY
 ENCROACHMENT**

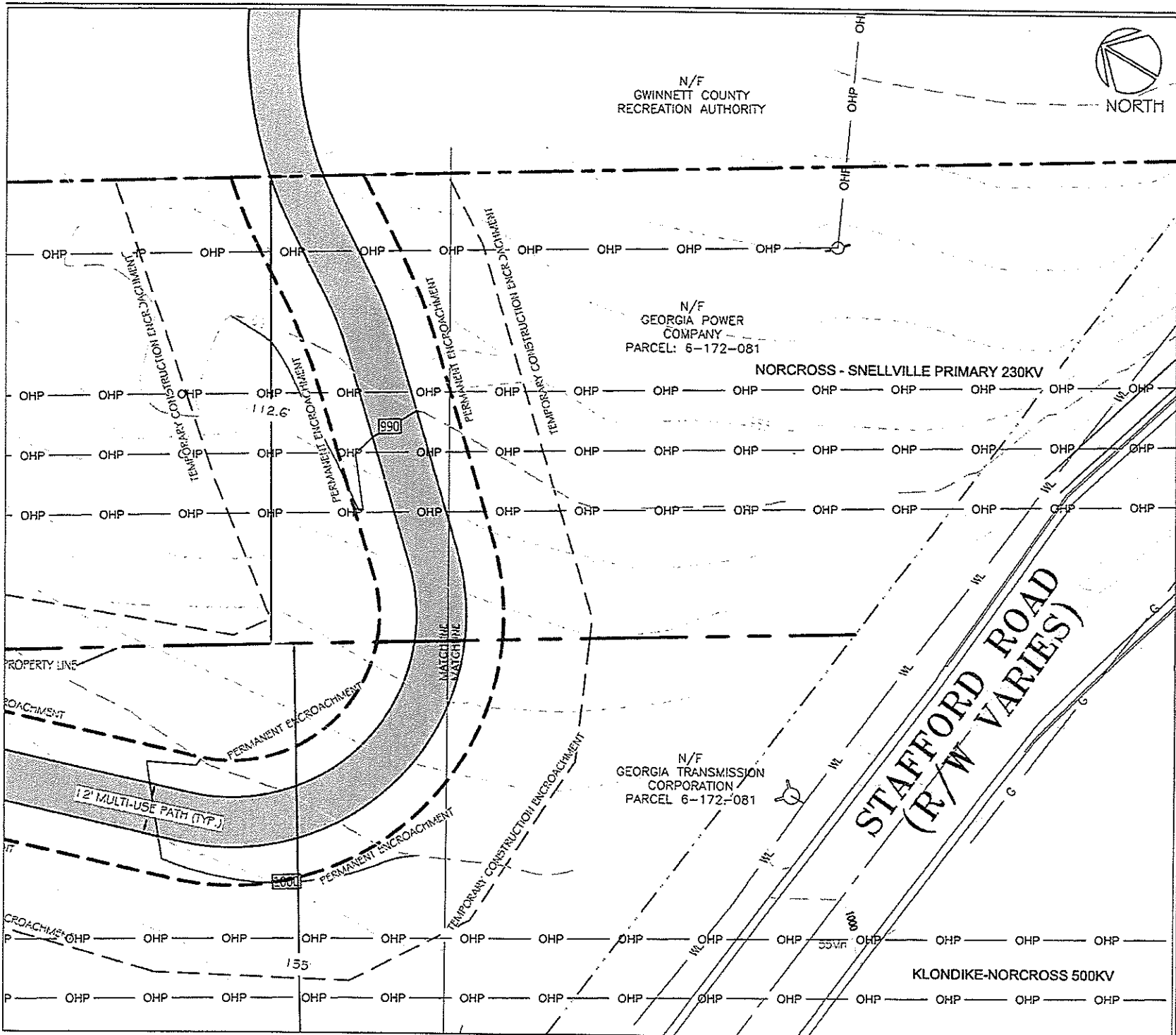
GP-13



PROJECT:
SINGLETON PARK & GREENWAY
 LAND LOT: 172&187
 DISTRICT: 6TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

JOB NO: 18-0614
 DRAWN BY:
 CHECKED BY:
 SCALE: 1" = 30'
 DATE: 10-04-2023

GREENWAY ENCROACHMENT
 GP-16



PROJECT:

SINGLETON
PARK
&
GREENWAY

LAND LOT: 172&187
DISTRICT: 6TH
GWINNETT COUNTY
NORCROSS, GEORGIA

JOB NO: 16-0614
DRAWN BY:
CHECKED BY:
SCALE: 1" = 30'
DATE: 10-04-2023

GREENWAY
ENCROACHMENT

GP-17

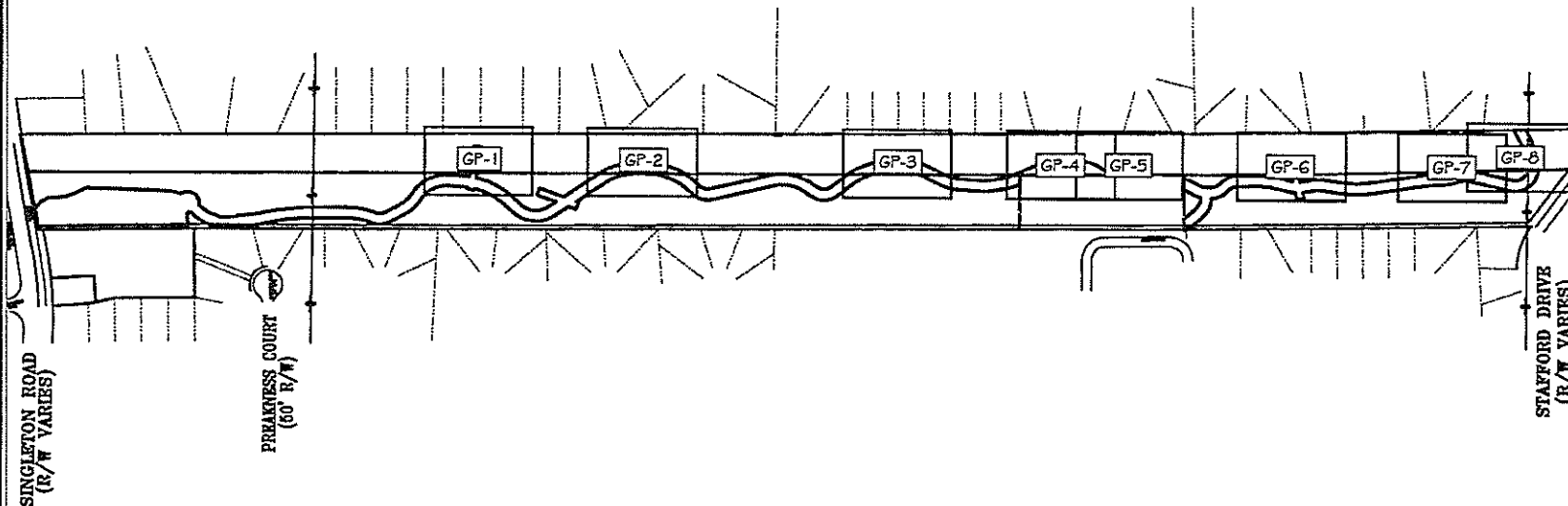
EXHIBIT B

COPY OF COUNTY PLAT

[See attached.]



GEORGIA POWER EASEMENT AREA	
PERMANENT EASEMENT	0.56 AC
TEMPORARY CONSTRUCTION EASEMENT	1.43 AC



MDA

MCFARLAND-DYER
& ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
SUWANEE, GEORGIA 30024
PHONE (770) 932-6550
FAX (770) 932-6551
WWW.COMDANET

PROJECT:

**SINGLETON
PARK
&
GREENWAY**

LAND LOT: 122&127
DISTRICT: 61H
GWINNETT COUNTY
NORCROSS, GEORGIA

JOB NO: 18054
DRAWN BY: RWH
CHECKED BY: CFM
SCALE: 1" = 30'
DATE: 04/05/03

**GEORGIA
POWER
EASEMENT**

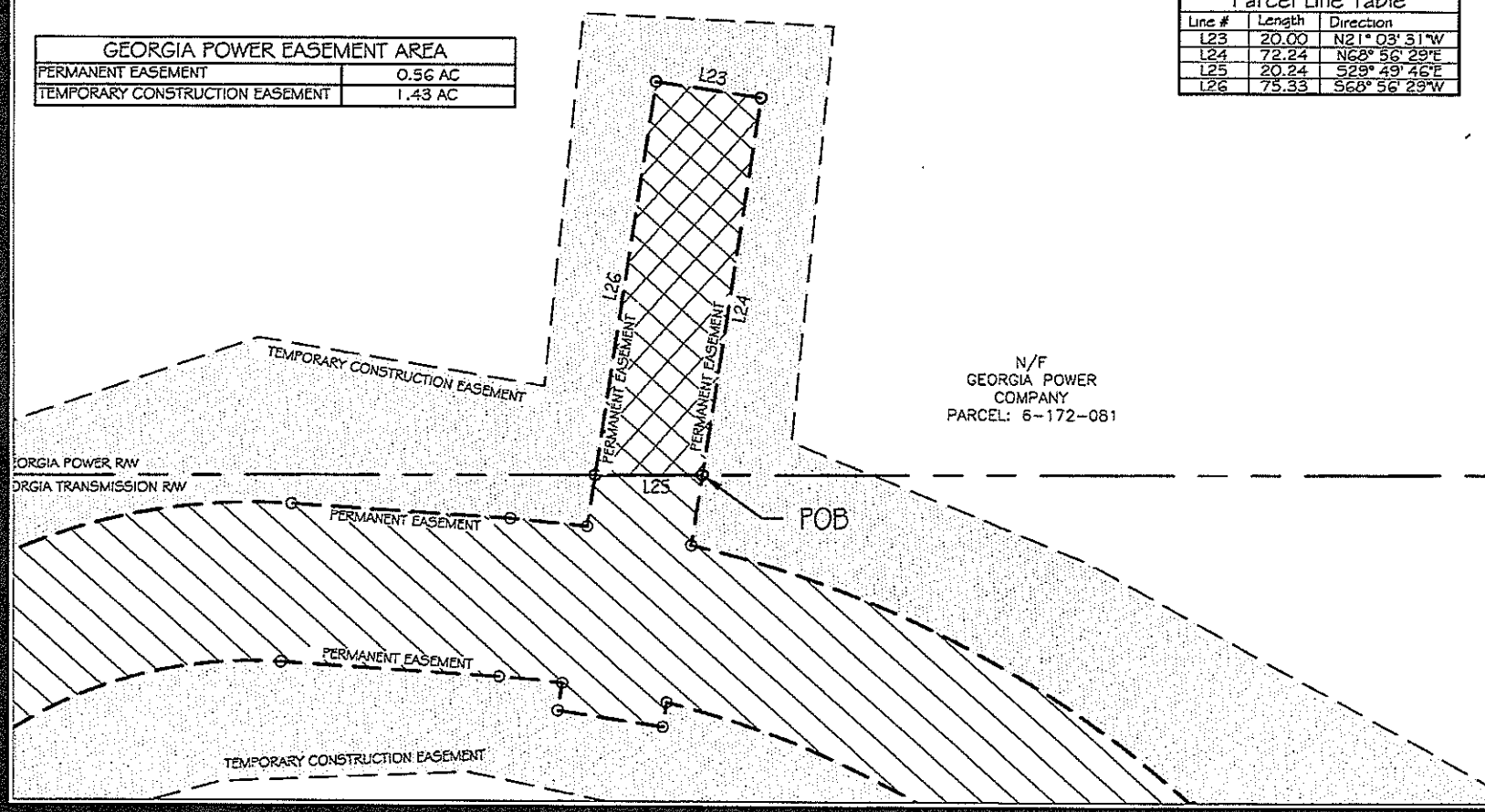
GP



GEORGIA POWER R/W

Parcel Line Table		
Line #	Length	Direction
L23	20.00	N21° 03' 31" W
L24	72.24	N68° 56' 29" E
L25	20.24	S29° 49' 46" E
L26	75.33	S68° 56' 29" W

GEORGIA POWER EASEMENT AREA	
PERMANENT EASEMENT	0.56 AC
TEMPORARY CONSTRUCTION EASEMENT	1.43 AC



MDA

McFARLAND-DYER & ASSOCIATES, INC.

4174 SILVER PEAK PARKWAY
 SUWANEE, GEORGIA 30024
 PHONE (770) 932-6550
 FAX (770) 932-6551
 WWW.COMDA.NET

PROJECT:

SINGLETON PARK & GREENWAY

LAND LOT 122&127
 DISTRICT 6TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

JOB NO: 15094
 DRAWN BY: RWH
 CHECKED BY: CFM
 SCALE: 1" = 20'
 DATE: 01/05/2011

GEORGIA POWER EASEMENT

GP-1



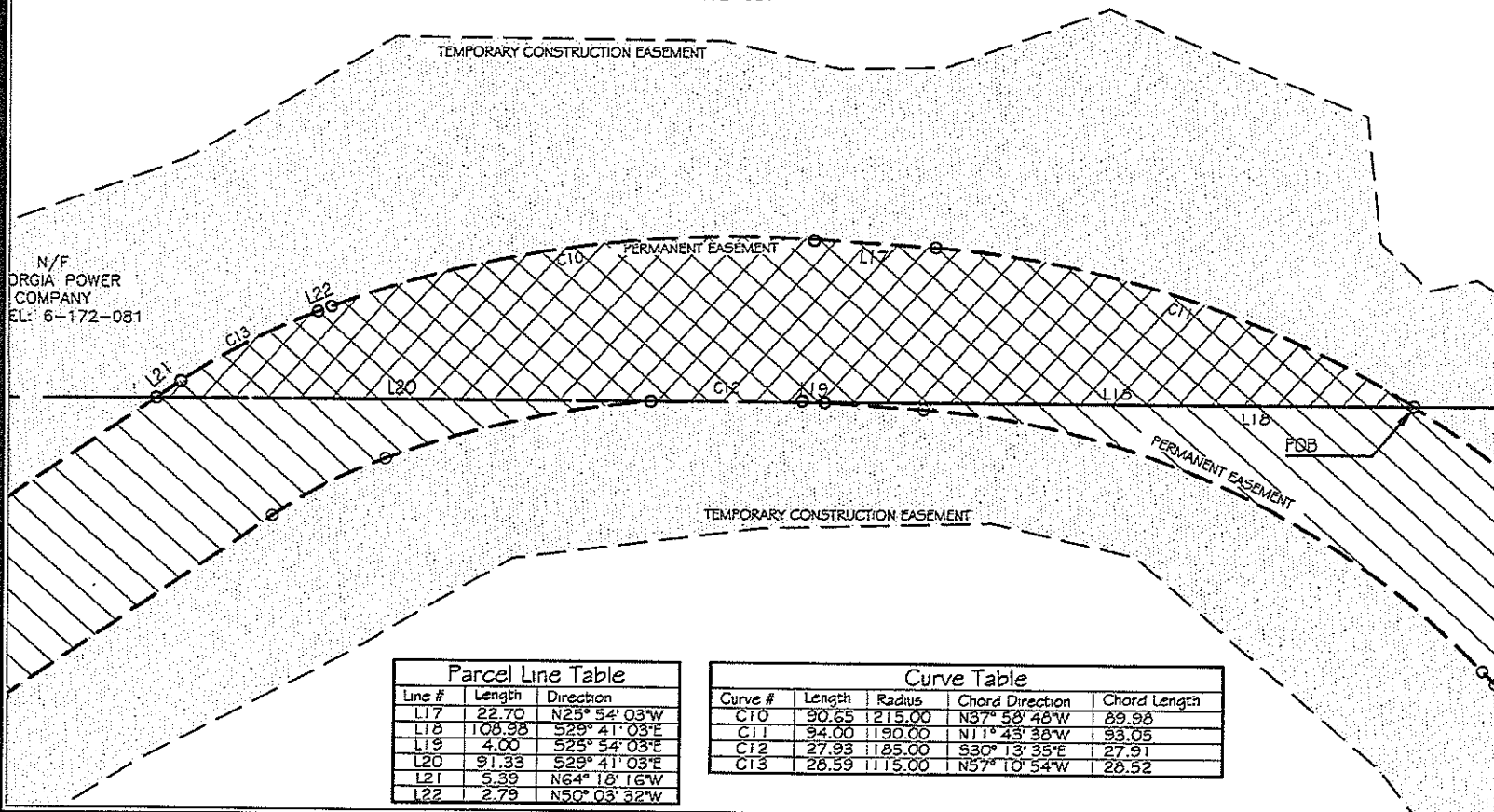
GEORGIA POWER RW

GEORGIA POWER EASEMENT AREA	
PERMANENT EASEMENT	0.56 AC
TEMPORARY CONSTRUCTION EASEMENT	1.43 AC



NORTH

N/F
GEORGIA POWER
COMPANY
PARCEL: 6-172-081



Parcel Line Table		
Line #	Length	Direction
L17	22.70	N25° 54' 03"W
L18	108.98	S29° 41' 03"E
L19	4.00	S29° 54' 03"E
L20	91.33	S29° 41' 03"E
L21	5.39	N64° 18' 16"W
L22	2.79	N50° 03' 32"W

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C10	90.65	1215.00	N37° 58' 46"W	89.98
C11	94.00	1190.00	N11° 43' 38"W	93.05
C12	27.93	1185.00	S30° 13' 35"E	27.91
C13	28.59	1115.00	N57° 10' 54"W	28.52

MDA

McFARLAND-DYER
& ASSOCIATES, INC.
4774 SILVER PEAK PARKWAY
SUWANEE, GEORGIA 30024
PHONE (770) 932-6550
FAX (770) 932-6551
WWW.GOMDANET

PROJECT:

SINGLETON PARK & GREENWAY

LAND LOT: 77287
DISTRICT: 6TH
GWINNETT COUNTY
NORCROSS, GEORGIA

JOB NO: 15084
DRAWN BY: RWB
CHECKED BY: CFM
SCALE: 1" = 20'
DATE: 02/02/01

GEORGIA POWER EASEMENT

GP-2

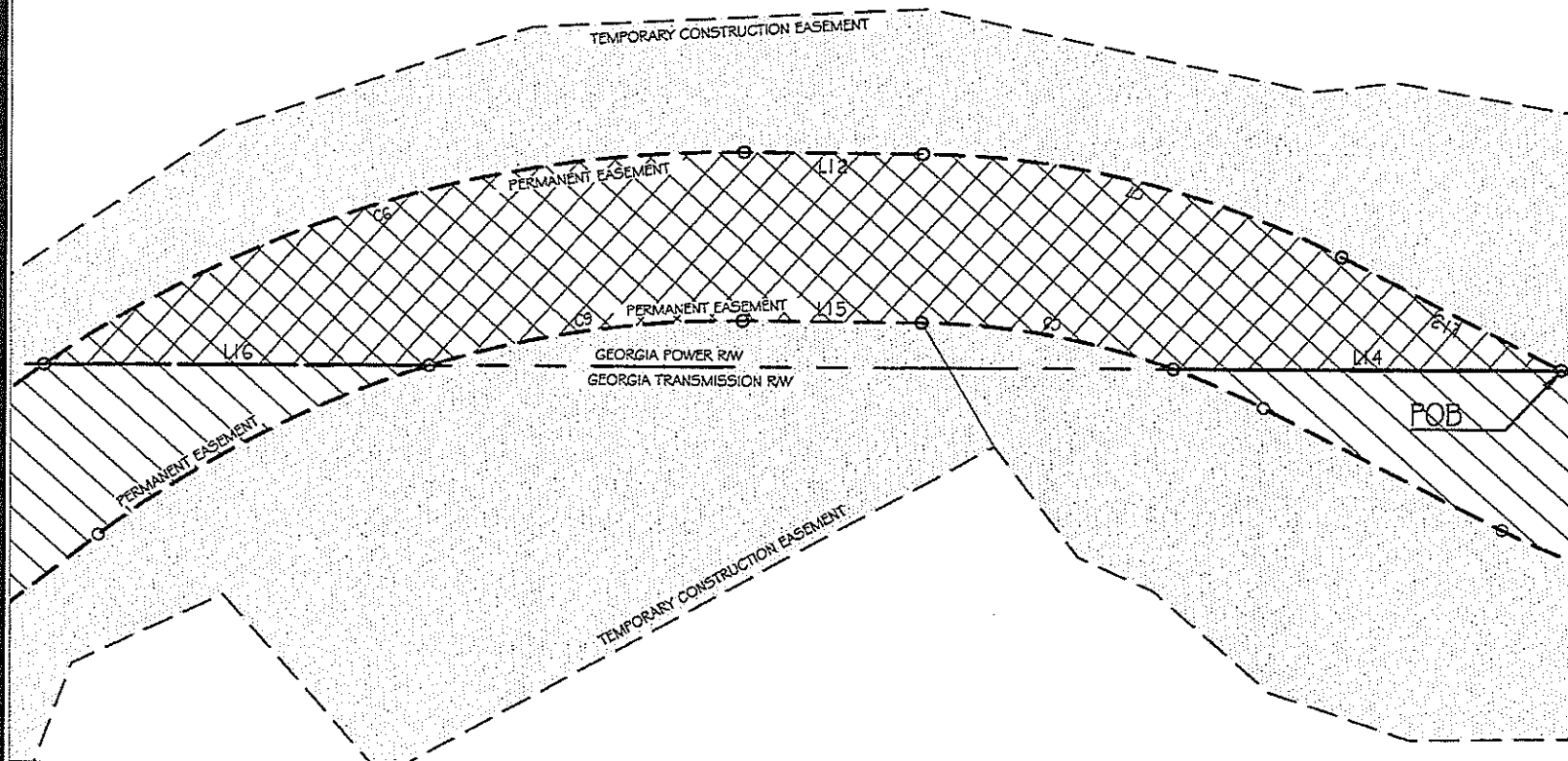
GEORGIA POWER RW

Parcel Line Table		
Line #	Length	Direction
L12	31.53	N29° 26' 50"W
L13	43.72	N2° 45' 03"W
L14	68.39	S29° 47' 56"E
L15	31.53	S29° 26' 50"E
L16	68.01	S29° 47' 56"E

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C6	131.32	215.00	N46° 56' 43"W	129.29
C7	76.88	165.00	N16° 05' 57"W	76.19
C8	45.66	135.00	S19° 45' 26"E	45.45
C9	56.15	185.00	S38° 08' 34"E	55.34



GEORGIA POWER EASEMENT AREA	
PERMANENT EASEMENT	0.56 AC
TEMPORARY CONSTRUCTION EASEMENT	1.43 AC



MDA

McFARLAND-DYER & ASSOCIATES, INC.
 4174 SILVER PEAK PARKWAY
 SUWANEE, GEORGIA 30024
 PHONE (770) 932-6550
 FAX (770) 932-6551
 WWW.COMDA.NET

PROJECT:

**SINGLETON
 PARK
 &
 GREENWAY**

LAND LOT: 122&127
 DISTRICT: 6TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

JOB NO: 18094
 DRAWN BY: RWH
 CHECKED BY: CPM
 SCALE: 1" = 20'
 DATE: 06/05/02

**GEORGIA
 POWER
 EASEMENT**

GP-3

GEORGIA POWER RW



N/F
 GEORGIA POWER
 COMPANY
 PARCEL: 6-172-081

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT

PERMANENT EASEMENT

GEORGIA POWER RW
 GWINNETT COUNTY RECREATION AUTHORITY

POB

Parcel Line Table		
Line #	Length	Direction
L5	13.13	N9° 47' 53"E
L6	51.68	S29° 59' 34"E
L7	53.89	S30° 07' 38"E
L8	60.90	S29° 59' 34"E
L9	16.36	S30° 27' 57"E
L10	62.29	N53° 10' 14"W
L11	53.89	N30° 07' 38"W

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	80.14	115.00	N10° 09' 52"W	78.52
C2	4.57	60.00	N7° 36' 53"E	4.57
C3	36.96	85.00	S17° 40' 11"E	36.67
C4	45.50	135.00	S39° 46' 58"E	45.29
C5	66.36	165.00	N41° 38' 56"W	65.91

RECREATION
 AREA

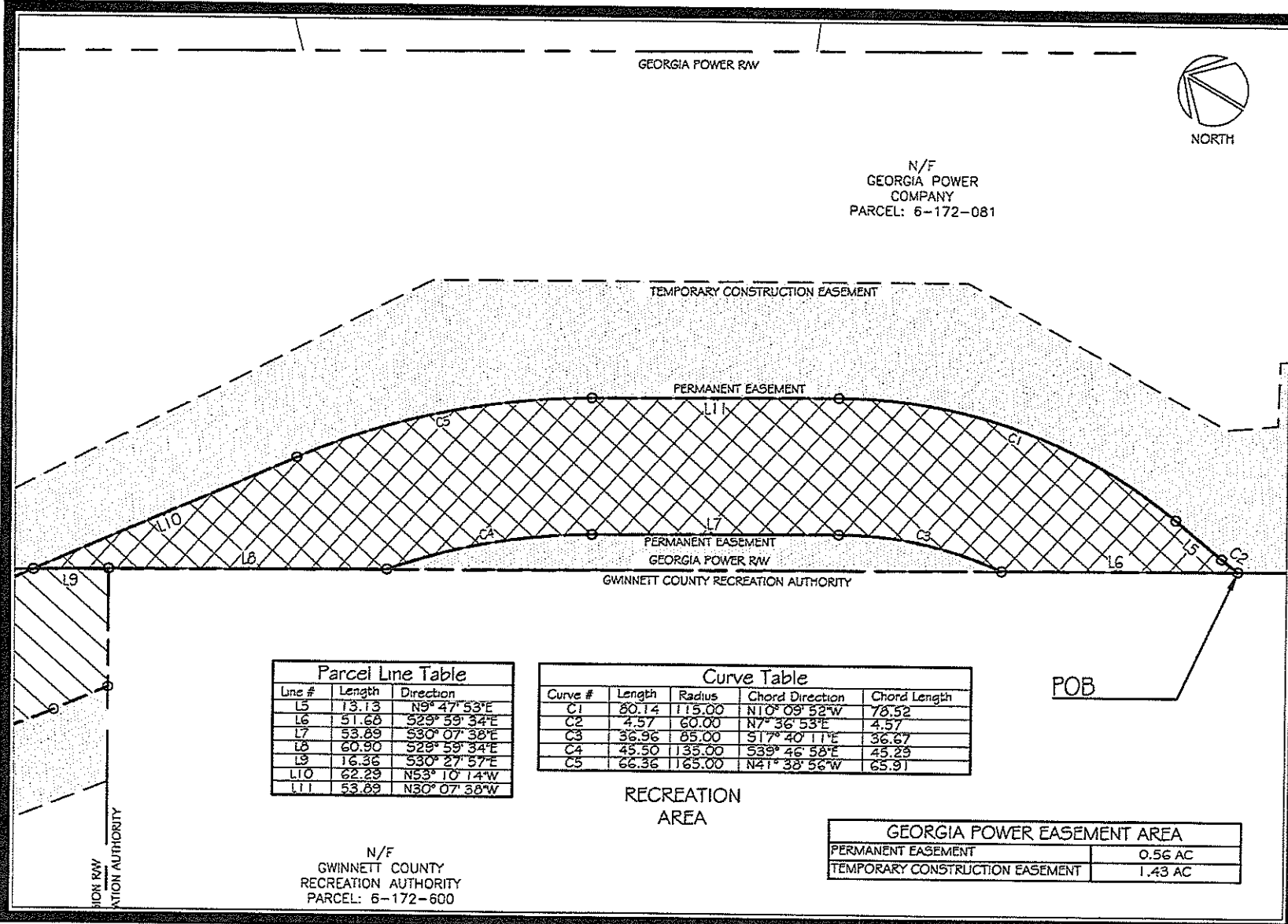
N/F
 GWINNETT COUNTY
 RECREATION AUTHORITY
 PARCEL: 6-172-600

GEORGIA POWER EASEMENT AREA	
PERMANENT EASEMENT	0.56 AC
TEMPORARY CONSTRUCTION EASEMENT	1.43 AC

MDA
 McFARLAND-DYER
 & ASSOCIATES, INC.
 4174 SILVER PEAK PARKWAY
 SUWANEE, GEORGIA 30024
 PHONE (770) 932-6550
 FAX (770) 932-6551
 WWW.COMDANET

PROJECT:
**SINGLETON
 PARK
 &
 GREENWAY**
 LAND LOT: 112637
 DISTRICT: 6TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

JOB NO. 15054
 DRAWN BY: RWB
 CHECKED BY: GCM
 SCALE: 1" = 30'
 DATE: 06/20/01
**GEORGIA
 POWER
 EASEMENT**
 GP4

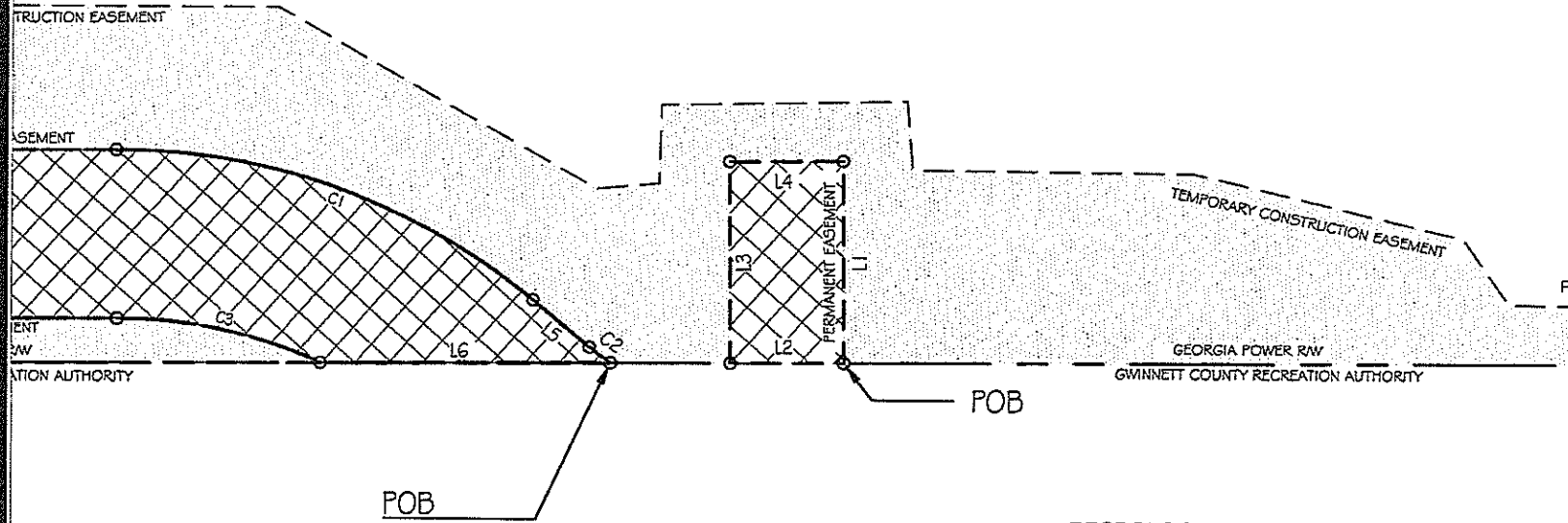


GER



N/F
GEORGIA POWER
COMPANY
PARCEL: 6-172-081

Parcel Line Table		
Line #	Length	Direction
L1	35.94	N59° 45' 49"E
L2	20.00	S29° 59' 34"E
L3	35.86	S59° 45' 49"W
L4	20.00	N30° 14' 11"W



RECREATION
AREA

GEORGIA POWER EASEMENT AREA	
PERMANENT EASEMENT	0.56 AC
TEMPORARY CONSTRUCTION EASEMENT	1.43 AC

N/F
GWINNETT COUNTY
RECREATION AUTHORITY
PARCEL: 6-172-600

MDA

McFARLAND-DYER
& ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
SUWANEE, GEORGIA 30024
PHONE (770) 932-6550
FAX (770) 932-6551
WWW.COMDA.NET

PROJECT:

SINGLETON PARK & GREENWAY

LAND LOT 126&127
DISTRICT 6TH
GWINNETT COUNTY
NORCROSS, GEORGIA

JOB NO. 18054
DRAWN BY: KWH
CHECKED BY: CFM
SCALE: 1" = 20'
DATE: 04/02/03

GEORGIA POWER EASEMENT

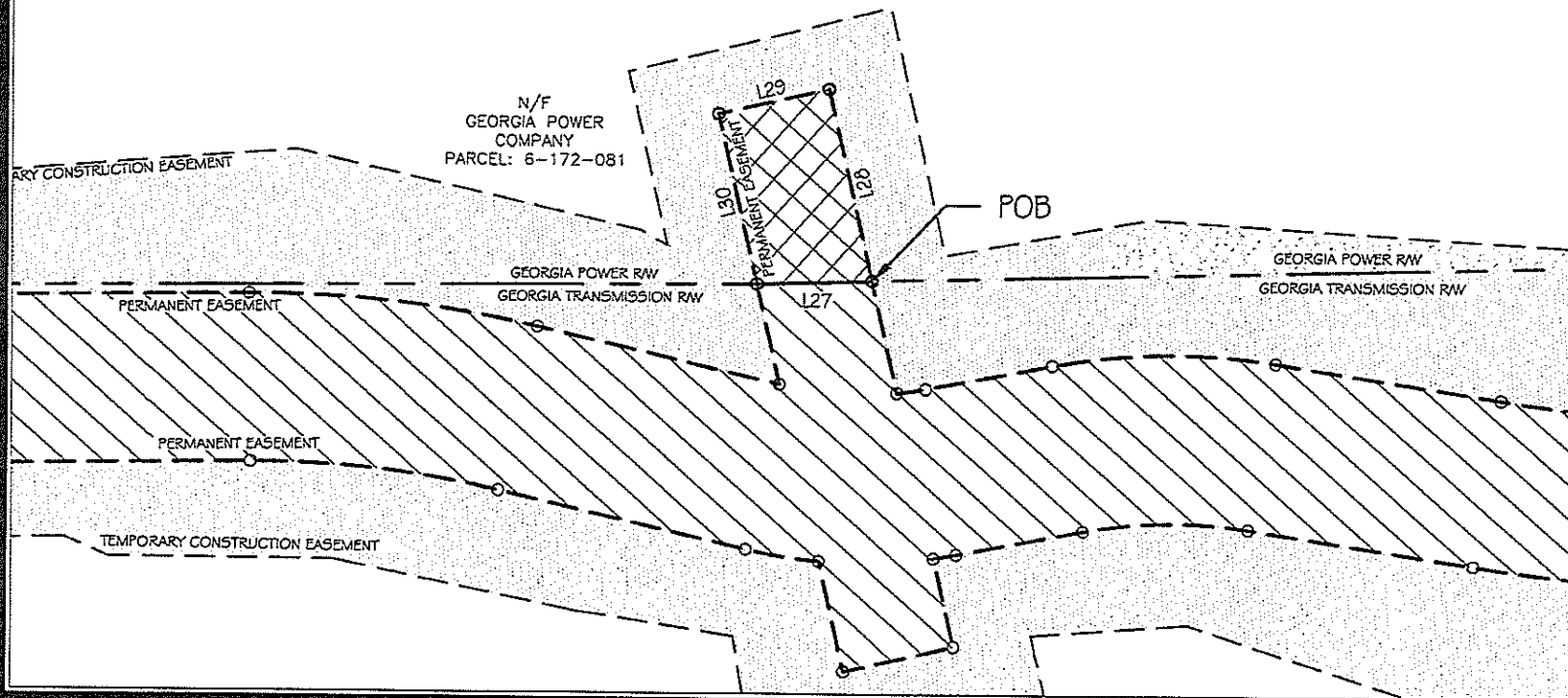
GP-5

GEORGIA POWER R/W



GEORGIA POWER EASEMENT AREA	
PERMANENT EASEMENT	0.56 AC
TEMPORARY CONSTRUCTION EASEMENT	1.43 AC

Parcel Line Table		
Line #	Length	Direction
L27	20.38	N31° 31' 04"W
L28	34.92	S47° 23' 31"W
L29	20.00	S42° 36' 29"E
L30	31.00	N47° 23' 31"E



MDA

McFARLAND-DYER
& ASSOCIATES, INC.
474 SILVER PEAK PARKWAY
SUWANEE, GEORGIA 30024
PHONE (770) 932-6550
FAX (770) 932-6551
WWW.COMDANET

PROJECT:
**SINGLETON
PARK
&
GREENWAY**

LAND LOT 112617
DISTRICT 6TH
GWINNETT COUNTY
NORCROSS, GEORGIA

JOB NO. 1504
DRAWN BY: RWH
CHECKED BY: CFM
SCALE: 1" = 20'
DATE: 06/03/03

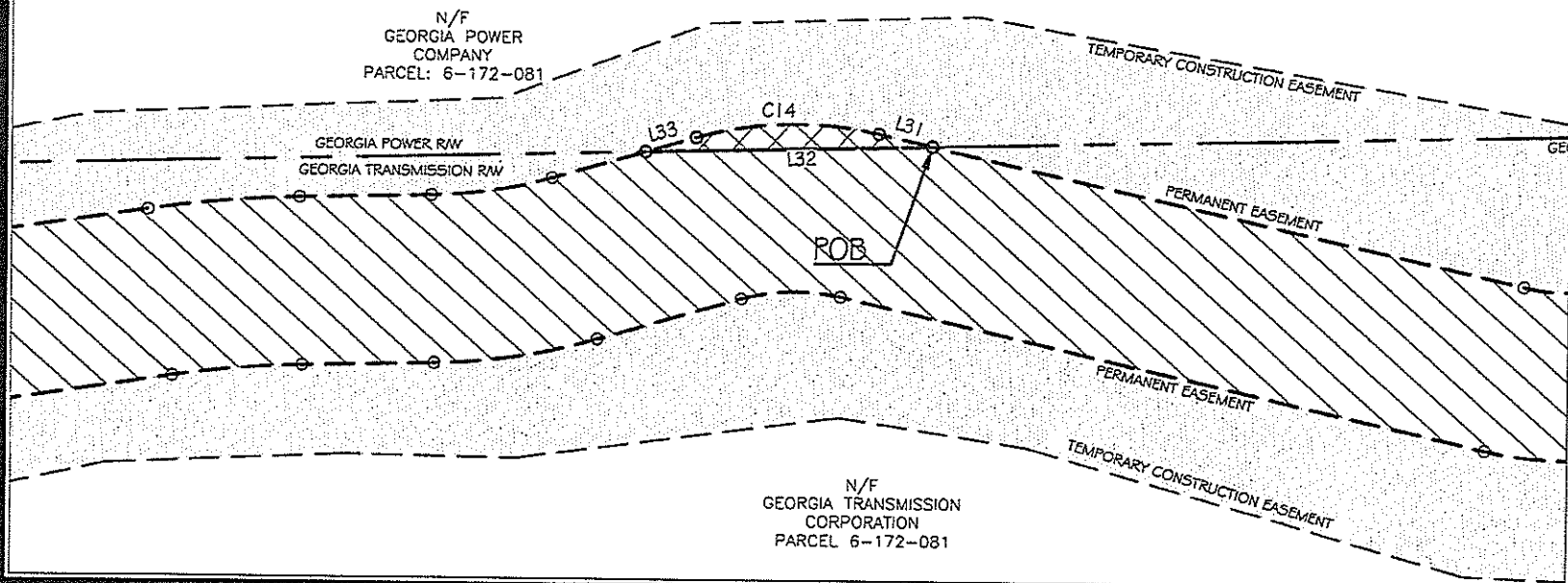
**GEORGIA
POWER
EASEMENT**

GP-6

Parcel Line Table		
Line #	Length	Direction
L31	9.90	N16° 48' 47"W
L32	51.15	S31° 07' 39"E
L33	9.42	N45° 42' 32"W

Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	
C14	32.78	65.00	N31° 15' 39"W	32.43	

GEORGIA POWER EASEMENT AREA	
PERMANENT EASEMENT	0.56 AC
TEMPORARY CONSTRUCTION EASEMENT	1.43 AC



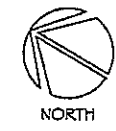
MDA
 McFarland-Dyer
 & Associates, Inc.
 4174 SILVER PEAK PARKWAY
 SUWANEE, GEORGIA 30024
 PHONE (770) 932-6590
 FAX (770) 932-6591
 WWW.COMDA.NET

PROJECT:
**SINGLETON
 PARK
 &
 GREENWAY**
 LAND LOT 126187
 DISTRICT 6TH
 GWINNETT COUNTY
 NORCROSS, GEORGIA

JOB NO. 18064
 DRAWN BY: KWH
 CHECKED BY: CPM
 SCALE: 1" = 25'
 DATE: 01/05/03
**GEORGIA
 POWER
 EASEMENT**

GP-7

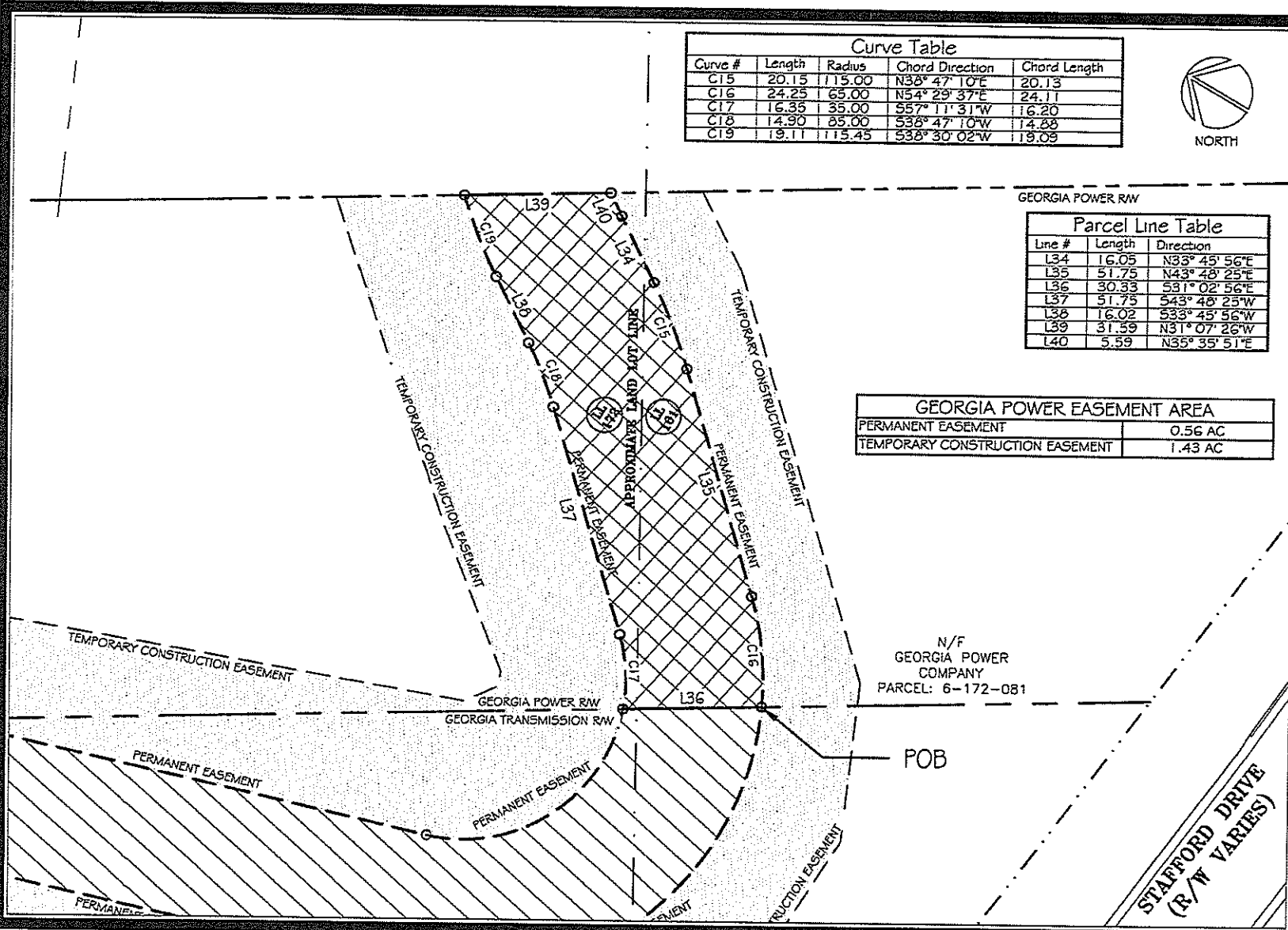
Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C15	20.15	115.00	N38° 47' 10"E	20.13
C16	24.25	65.00	N54° 29' 37"E	24.11
C17	16.35	35.00	S57° 11' 31"W	16.20
C18	14.90	85.00	S38° 47' 10"W	14.88
C19	19.11	115.45	S38° 30' 02"W	19.09



GEORGIA POWER R/W

Parcel Line Table		
Line #	Length	Direction
L34	16.05	N33° 45' 56"E
L35	51.75	N43° 48' 25"E
L36	30.33	S31° 02' 56"E
L37	51.75	S43° 48' 25"W
L38	16.02	S33° 45' 56"W
L39	31.59	N31° 07' 26"W
L40	5.59	N35° 35' 51"E

GEORGIA POWER EASEMENT AREA	
PERMANENT EASEMENT	0.56 AC
TEMPORARY CONSTRUCTION EASEMENT	1.43 AC



N/F
GEORGIA POWER
COMPANY
PARCEL: 6-172-081

POB

MDA
McFARLAND-DYER
& ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
SUWANEE, GEORGIA 30024
PHONE (770) 932-6550
FAX (770) 932-6551
WWW.COMDA.NET

PROJECT:
**SINGLETON
PARK
&
GREENWAY**
LAND LOT: 126&S7
DISTRICT: 6TH
GWINNETT COUNTY
MORCROSS, GEORGIA

JOB NO: 18064
DRAWN BY: RWH
CHECKED BY: CFM
SCALE: 1" = 20'
DATE: 03/20/03
**GEORGIA
POWER
EASEMENT**
GP-8

EXHIBIT C

ADDITIONAL TERMS AND CONDITIONS

1. The location and dimensions of the encroachments permitted by this Agreement are strictly limited to that which is shown on the County Plat. No alterations or changes to the location or dimensions of the encroachments, or additions to the encroachments, may be made without the prior written approval of Power Company. In the event of a violation of any of the terms and conditions of this Agreement, Power Company may demand removal of the encroachments from the subject Property and County shall remove the encroachments within the time specified by Power Company. If County fails to do so, Power Company may remove the encroachments at County's expense.
2. The County acknowledges that Power Company will operate heavy equipment upon and across the subject Property and Power Company does not intend to take any additional precautions with respect to the use of such equipment. The County shall construct, operate, and maintain the encroachments in a manner to protect the same from any damage from the operation of such heavy equipment.
3. Roads and sidewalks shall be designed and constructed at a strength to withstand the passage of heavy construction and maintenance vehicles and equipment (HS-20 loading). It's preferred that rolled curbs shall be provided where necessary for Power Company access.
4. No lighting is permitted within the subject Property and are excluded from the permissions set forth in this Agreement.
5. No landscape material with a published maturity height over fifteen (15) feet is permitted within the subject Property.
6. Storage of construction materials or trailers is not permitted in the subject Property. No dirt pilings shall be directly stored underneath the overhead wires and/or within the wire zone (placed ten (10) feet away from the outermost overhead wires).
7. Power Company shall have unrestricted access to the Property for operating and maintenance purposes at all times including, without limitation, access through any gates or access controls installed on the Property.
8. No construction activity of obstruction can take place within twenty-five (25) feet of the Power Company's transmission structures, structure legs, and/or attachments (guy anchors/wires).
9. Anyone performing grading activities for or at the direction of the County will also be responsible for installing and maintaining all sedimentation and erosion control including re-vegetation required by state and local regulations. Grading activities that result in standing water or create erosion around any of the Power Company's facilities are strictly prohibited. All temporary erosion control measures within the subject Property shall be removed upon completion and installation of the permanent encroachments. The erosion control plans and measures shall not impede the Power Company's access to and from the subject Property or set-up space around the Power Company's structures.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20240708	

Grants Public Hearing

Department:	Community Services	Date Submitted:	07/12/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	rkmorris	Multiple Depts?	No
Agenda Type	Approval/authorization		
Item of Business:	Locked by Purchasing		No

of Change Order No. 2 to BL038-21 Construction of the Sensory Treehouse at the Environmental & Heritage Center with Lichty Commercial Construction, Inc., decreasing the contract by \$16,316.23. The contract amount is adjusted from \$4,167,842.00 to \$4,151,525.77. This Project is funded by the 2017 SPLOST Program. Subject to approval as to form by the Law Department.

Attachments	Change Order Package; Change Order #2
-------------	---------------------------------------

Authorization:	Chairwoman's Signature?	Yes
----------------	-------------------------	-----

Staff Recommendation	Approval
BAC Action:	
Department Head	tdfleming (7/16/2024)
Attorney	abcauthen (7/24/2024)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	*	-\$16,317	mbwoods (7/22/2024)

Finance Comments	*The requested allocation is the net contract decrease per Change Order No. 2.	FinDir's Initials
		bjalexzulian (7/22/2024)

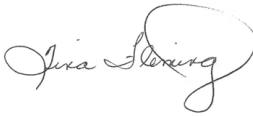
Budget Adjust Grand Jury

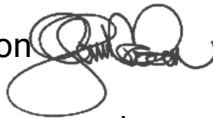
County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	



CHANGE JUSTIFICATION

TO: Chairwoman, Board of Commissioners

THRU: Tina Fleming, Director, Department of Community Services 

FROM: Glenn Boorman, Division Director, P & R Project Administration 

SUBJECT: Change Order No. 2 BL038-21, Construction of the Sensory Treehouse at the Environmental & Heritage Center

DATE: 7/11/2024

PREVIOUS CHANGE ORDER SUMMARY: (CO#1 = Define +/- value and absolute value)

No.1- Increase the contract period by 610 days establishing a new completion date of August 10, 2024 with no change in value to the contract.

REQUESTED ACTION:

To approve the changes to the original scope which includes additions for unforeseen conditions as well as County requested items to ensure that the project fulfills the desired goals and initiatives important to the Gwinnett Environmental and Heritage Center.

EXPLANATION OF CURRENT STATUS OF CHANGE ORDER:

The items within this change order have been completed or eliminated from the project which has received a certificate of occupancy and is in the process of being occupied for its intended use with the project to be closed out with the execution of this change order.

DESCRIPTION:

1. Addition concrete pier heights due to a variation in existing conditions from the construction documents.
2. Additional scope to widen concrete piers to accommodate unforeseen conditions on the side slope of the hillside to provide more stability to the connection points.
3. Deduct the interior and exterior benches to provide more flexible space for people.
4. Deduct the originally proposed shelving as they were determined to be not needed.
5. Addition of temporary power due to the future permanent power supply by the County not being available as expected.
6. Add a seating area utilizing an unused curved steel angle adjacent to the entrance to the overlook.
7. Removal of several trees which health declined and were recommended to be removed by the arborist.
8. Add a different exit sign than was originally accepted.
9. Deduct the originally specified viewing scopes.
10. Deduct the originally proposed floor graphic.
11. Add epoxy floor finish to treehouse interior.
12. Addition of plumbing modifications for water supply to a different location than originally planned.
13. Add Millwork Modifications at the interior shade.
14. Add for the change to the up-lighting fixture.
15. Add additional for the seating area to accommodate the steep slope and drainage.
16. Add thermostat to basement exhaust fan.

17. Additional fire extinguisher as required by the Fire Marshall upon inspection.
18. Credit for unused unit price item for the removal of rock and replacement suitable soils.
19. Credit for unused unit price item for the removal of unsuitable soils and replacement with suitable soil.
20. Credit for unused unit price item for the removal of unsuitable soils and replacement with #57 stone.
21. Credit for unused unit price item of slate-scape trail material.

NEED/BENEFIT:

This need is to ensure that the end product is completed to the standard and expectation for future programming needs and expanded use of the Environmental & Heritage Center site.

NEGOTIATED COST SAVINGS: (describe negotiated cost savings or explain if unable to negotiate cost savings)

No cost savings were negotiated.

RECOMMENDATION

Approval / Authorization to add and delete the items as listed herein.




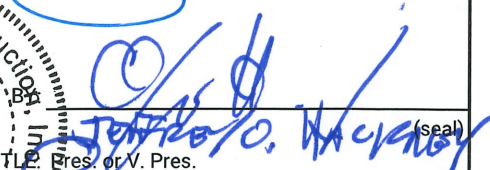
Cc: File

The complete detailed list is shown below. The changes generally fall into the classifications as indicated.

New Requirement		Unforeseen Condition		Professional Errors and Omissions		County Request		Project Close-out and/or Progress Adjustments not included in Change Order	
Item 5	\$14,043.64	Item 1	\$2,626.40	Item	\$	Item 3	(\$10,000.00)	Item 18	(\$19,150.00)
Item 12	\$648.00	Item 2	\$18,093.40	Item	\$	Item 4	(\$800.00)	Item 19	(\$12,550.00)
Item 17	\$85.39	Item 7	\$2,825.00	Item	\$	Item 6	\$5,717.10	Item 20	(\$14,500.00)
Item	\$	Item 13	\$1,080.00	Item	\$	Item 8	\$299.69	Item 21	(\$7,760.00)
Item	\$	Item 16	\$2,006.24	Item	\$	Item 9	(\$27,500.00)	Item	\$
Item	\$	Item	\$	Item	\$	Item 10	(\$1,898.00)	Item	\$
Item	\$	Item	\$	Item	\$	Item 11	\$4,225.15	Item	\$
Item	\$	Item	\$	Item	\$	Item 14	\$13,236.43	Item	\$
Item	\$	Item	\$	Item	\$	Item 15	\$12,955.33	Item	\$
\$14,777.03		\$26,631.04		\$0.00		(\$3,764.30)		(\$53,960.00)	
Total Dollar Amount Effect of the Change Order and Project Close-out						(\$16,316.23)			

New Requirement	
Item #	Description
5	Addition of temporary power due to the future permanent power supply by the County not being available as expected.
12	Addition of plumbing modifications for water supply to a different location than originally planned.
17	Additional fire extinguisher as required by the Fire Marshall upon inspection.
Unforeseen Condition	
Item #	Description
1	Addition concrete pier heights due to a variation in existing conditions from the construction documents.
2	Additional scope to widen concrete piers to accommodate unforeseen conditions on the side slope of the hillside to provide more stability to the connection points.
7	Removal of several trees which health declined and were recommended to be removed by the arborist.
13	Add Millwork Modifications at the interior shade.
16	Add thermostat to basement exhaust fan.
Professional Errors and Omissions	
Item #	Description
County Request	
Item #	Description
3	Deduct the interior and exterior benches to provide more flexible space for people.

4	Deduct the originally proposed shelving as they were determined to be not needed.
6	Add a seating area utilizing an unused curved steel angle adjacent to the entrance to the overlook.
8	Add a different exit sign than was originally accepted.
9	Deduct the originally specified viewing scopes.
10	Deduct the originally proposed floor graphic.
11	Add epoxy floor finish to treehouse interior.
14	Add for a change to the up-lighting fixture.
15	Add additional seating area to accommodate the steep slope and drainage.
Project Close-out and/or Project Adjustments	
Item #	Description
18	Credit for unused unit price item for the removal of rock and replacement suitable soils.
19	Credit for unused unit price item for the removal of unsuitable soils and replacement with suitable soil.
20	Credit for unused unit price item for the removal of unsuitable soils and replacement with #57 stone.
21	Credit for unused unit price item of slate-scape trail material.

CONTRACT CHANGE ORDER		Change Order No. 2	Date July 8, 2024
To: Lichy Commercial Construction 3445 Buffington Center Atlanta, GA 30349	Gwinnett County Department of Community Services Parks and Recreation - Project Administration 75 Langley Drive Lawrenceville, GA 30046	Owner: Gwinnett County Board of Commissioners 75 Langley Drive Lawrenceville, GA 30046	
You are hereby directed to comply with the following changes from the contract plans and specifications:	Project: Construction of the Sensory Treehouse at the Environmental & Heritage Center	Contract No.	
		Bid #: BL038-21	
		GCID #: 2021-0725	
Item No.	Description of changes - quantities, units, unit prices, changes in completion schedule, etc.	Decrease in contract price	Increase in contract price
1	Add increasing Pier Heights	\$ -	\$ 2,626.40
2	Add Widening Piers - Per RFI #20		\$ 18,093.40
3	Deduct Interior/Exterior Benches	\$ (10,000.00)	
4	Deduct Shelving	\$ (800.00)	
5	Add Temp Power		\$ 14,043.64
6	Add Seating Area		\$ 5,717.10
7	Add Tree removal		\$ 2,825.00
8	Add different Exit Signs		\$ 299.69
9	Deduct Viewing Scopes Deduct	\$ (27,500.00)	
10	Deduct Floor Graphic Deduct	\$ (1,898.00)	
11	Add Epoxy Floor Finish		\$ 4,225.15
12	Add Plumbing Modifications		\$ 648.00
13	Add Millwork Modifications at Shade		\$ 1,080.00
14	Add Up Lighting Fixture Change		\$ 13,236.43
15	Additional Seating Area		\$ 12,955.33
16	Add thermostat to basement exhaust fan		\$ 2,006.24
17	Add Fire Extinguisher		\$ 85.39
18	Unit Price Item- Credit for unused Rock, Trench and Excavation	\$ (19,150.00)	
19	Unit Price Item- Credit for unused Excavation and Replace Unsuitable Soils	\$ (12,550.00)	
20	Unit Price Item- Credit for unused Excavation and Replace with #57 Stone	\$ (14,500.00)	
21	Unit Price Item- Credit for unused Slatescape material	\$ (7,760.00)	
		Total decrease:	(\$94,158.00)
		Total increase:	\$77,841.77
Changes in contract price due to this change order:		Net change in contract price: (\$16,316.23)	
<p>The changes in contract scope described in this change order are hereby incorporated into the contract.</p> <p>The previously approved contract price was: \$4,167,842.00 The new approved contract price is: \$4,151,525.77</p> <p>By a previous change order the contract time was increased by a duration by 610 days extending the time from the original contract completion date of Dec 08, 2022 to a new completion date of Aug 10, 2024.</p>			
Recommended by: Division Director Parks & Recreation- Project Administration Department of Community Services		BY:  7/10/24 Glenn Boorman Date	
Accepted by: Lichy Commercial Construction, Inc. DATE: <u>7/9/24</u>			
ATTEST:  TITLE: Corp. Sec. or Tres.		BY:  (seal) TITLE: Pres. or V. Pres.	
Approved by Owner: Gwinnett County, GA. DATE: _____		ATTEST: _____ BY: _____ Approved as to form: _____	

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240692	20230831		
Department:	Elections	Date Submitted:	07/09/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – JS	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing		
to renew BL117-23, provision of commercial moving services on an annual contract (September 20, 2024 through September 19, 2025), with Suddath Relocation Systems of Atlanta, Inc., base bid \$418,080.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	zemanifold (7/23/2024)		
Attorney	mfwilson (7/29/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$418,080	mbwoods (7/26/2024)
Finance Comments	*The current balance in Professional Services is checked as services are provided. For FY2024, \$209,040 is allocated. For FY2025, \$209,040 is subject to budget approval.			FinDir's Initials
				bjalexzulian (7/26/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	No Action Taken Vote
Action:	<input type="text" value="New Item"/>	
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	

SUMMARY – BL117-23
Provision of Commercial Moving Services on an Annual Contract

PURPOSE:	This contract provides services needed to move election equipment stored at the Gwinnett County Voter Registrations & Elections Division to and from polling sites throughout the County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$418,080.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$522,600.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$313,560.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	September 20, 2024 through September 19, 2025

COMMENTS:



TO: Jake Scarpone
Purchasing Associate II
FROM: Zachary Manifold *ZM*
Elections Supervisor, Voter Registrations and Elections Division
SUBJECT: Renewal Recommendation for BL117-23 - Provision of Commercial Moving Services for
Voter Registration and Elections on an Annual Contract
DATE: July 17, 2024

REQUESTED ACTION

The Voter Registrations and Elections Division recommends renewal of the above referenced contract with Suddath Relocation Systems of Atlanta, Inc., in the amount of \$418,080.00.

DESCRIPTION

This contract provides services needed to move election equipment stored at the Gwinnett County Voter Registrations & Elections Division to and from polling sites throughout the county.

FINANCIAL

- 1. Estimated amount to be spent: \$418,080.00.
- 2. Projected amount to be spent previous contract period: \$313,560.00.
- 3. Do total obligations agree with "Action Requested"? Yes X No ___
- 4. Budgeted: Yes X No ___
- 5. Contact Name: Zach Manifold Contact Phone: 678.226.7234.
- 6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	Amount	% of Award Amount
2024	001	135000	45000001	50401201	\$209,040.00	50%
2025	001	135000	45000001	50401201	\$209,040.00	50%
Total					\$418,080.00	100%

Transfer Required: Yes ___ No X


BL117-23 - Provision of Commercial Moving Services Renewal Recommendationv2


Final Audit Report


2024-07-18


Created:	2024-07-18
By:	Kelly Lindsey (kelly.lindsey@gwinnettcountry.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm_KwTCBsAxIJsrlkNdd_T0ec-fF2vWN-


"BL117-23 - Provision of Commercial Moving Services Renewal Recommendationv2" History

 Document created by Kelly Lindsey (kelly.lindsey@gwinnettcountry.com)
2024-07-18 - 1:50:04 PM GMT

 Document emailed to Zachary Manifold (Zachary.Manifold@gwinnettcountry.com) for signature
2024-07-18 - 1:50:09 PM GMT

 Email viewed by Zachary Manifold (Zachary.Manifold@gwinnettcountry.com)
2024-07-18 - 1:55:29 PM GMT

 Document e-signed by Zachary Manifold (Zachary.Manifold@gwinnettcountry.com)
Signature Date: 2024-07-18 - 1:55:44 PM GMT - Time Source: server

 Agreement completed.
2024-07-18 - 1:55:44 PM GMT

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240653			
Department:	Financial Services	Date Submitted:	06/26/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	smferguson	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	<input type="text" value="No"/>
<p>to accept a grant award from the Georgia Department of Public Health in the amount of \$24,720.00. These funds will be utilized for forensic toxicology testing for suspected drug overdose cases. Approval/authorization for the Chairwoman or designee to execute grant documents and any other necessary documents. Subject to approval as to form by the Law Department. The grant is 100% funded through the Georgia Department of Public Health with no matching requirements.</p>			
Attachments	Action List, Justification Memo, Agreement		
Authorization: Chairwoman's Signature?	<input type="text" value="No"/>		
Staff Recommendation			
BAC Action:			
Department Head	bjalexzulian (7/18/2024)		
Attorney	abcauthen (7/22/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Grants	*	\$24,720	mbwoods (7/22/2024)
Finance Comments	* Grant budget will be established upon approval and execution of agreement; adjust revenue and appropriations as necessary.			FinDir's Initials
				bjalexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
		Vote



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Buffy Alexzulian *B. Alex*
Director of Financial Services

FROM: Shannon Candler *Shannon Candler*
Grants Director

SUBJECT: FFY2024 Award
Overdose Data to Action (OD2A) Toxicology Program – Georgia Department of Public Health

DATE: July 9, 2024

ITEM OF BUSINESS

Approval to accept a grant award from the Department of Public Health in the amount of \$24,720.00. These funds will be utilized for forensic toxicology testing for suspected drug overdose cases.

BACKGROUND AND DISCUSSION

This funding will be used to support forensic toxicology testing and reporting where strong evidence of illicit drug overdose, suicide, or accidental overdose is reported.

I respectfully request your consideration and approval of this agenda item at the August 6, 2024, meeting of the Board of Commissioners. If you have any questions regarding this agenda item, please contact me at (770) 822-7863.

Thank you.

**ACTION REQUESTED – GEORGIA DEPARTMENT OF PUBLIC HEALTH
FOR APPROVAL BY THE BOARD OF COMMISSIONERS
August 6, 2024 (GCID 2024-0653)**

1. Acceptance of grant awards from the **Georgia Department of Public Health**; authorization for Chairwoman to appoint and designate the Director of Financial Services (or his/her designee) to sign all necessary grant documents, and related forms designating persons authorized to request disbursement of grant funds from **Georgia Department of Public Health** to Gwinnett County.
2. Authorization for Chairwoman to appoint and designate the Director of Financial Services (or his/her designee) to sign all necessary grant documents with **Georgia Department of Public Health**, municipalities, nonprofit agencies, County agencies, federal and state agencies, subrecipient, program participants and financial institutions, etc. for project implementation, as specified by the **Georgia Department of Public Health** subject to approval as to form by the Law Department.
3. Authorization for Chairwoman to appoint and designate the Director of Financial Services (or his/her designee) to accept any amendments to the initial award, including closure of award after receipt of final payment, as assigned by **Georgia Department of Public Health** and to designate County staff to adjust appropriations and revenue budgets as necessary.
4. Authorization for Chairwoman to appoint and designate the Director of Financial Services (or his/her designee) to approve and submit financial reports.
5. Authorization for Chairwoman to designate County staff to procure goods and services as delegated in the approved Purchasing Ordinance.
6. Authorization for Chairwoman to appoint and designate the Director of Financial Services to serve as the “Official Representative” of Gwinnett County with the **Georgia Department of Public Health**.

Georgia Department of Public Health Intergovernmental Contract for Services

Solicitation Title EXEMPT-Intergovernmental	Solicitation Number n/a	Contract Number 40500-065-25254982
---	-----------------------------------	--

1. This Contract is entered into and between the Georgia Department of Public Health and the Contractor named below:
County of Gwinnett (hereafter called Contractor)

2. Contract to Begin: 09/01/2024	Date of Completion: 08/31/2025	Renewals: Four (4)
--	--	------------------------------

3. Performance Bond, if any: n/a	Other Bonds, if any: n/a
--	------------------------------------

4. Maximum Amount of this Contract: \$24,720.00	Total Financial Obligation of the Department for the First Fiscal Year: \$24,720.00	Total Financial Obligation of the Department for each Renewal Period if Renewed: \$24,720.00
---	---	--

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

5. **County of Gwinnett** (hereafter called "Contractor")
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

By (Authorized Signature)	Date Signed
Printed Name	Title of Person Signing
Address	

6. **Georgia Department of Public Health** (hereafter called "DPH" or "Department")

By (Authorized Signature)	Date Signed
Printed Name Kathleen E. Toomey, M.D., M.P.H.	Title of Person Signing Commissioner
Address 200 Piedmont Ave, SE, West Tower, 19th Floor Atlanta, GA 30334	

7. Authorized Person to Receive Contract Notices for Department:	Authorized Person to Receive Contract Notices for Contractor:
Business Owner: Haley Hirsh Georgia Department of Public Health 200 Piedmont Ave, SE, West Tower, Suite 1002 Atlanta, GA 30334 Phone: 478-951-7987 Email: haley.hirsh@dph.ga.gov	Melissa Cape 75 Langley Drive Lawrenceville, GA 30046 Phone: 770-822-8729 Email: melissa.cape@gwinnettcountry.com
Contract Administrator: Joshua Martin Georgia Department of Public Health 200 Piedmont Ave, SE, West Tower, Suite 1920 Atlanta, GA 30334 Phone: 470-763-7885 Email: joshua.martin2@dph.ga.gov	

8. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1: Department of Public Health Terms and Conditions for Intergovernmental Service Contracts
Attachment 2: Vendor Lobbyist Disclosure (pursuant to Georgia Executive Order Number 10.01.03.01, 2003)
Attachment 3: Contractor Work Authorization Affidavit O.C.G.A. 13-10-91(b)(1)
Attachment 4: Responsibilities, Deliverables and Payment Schedule
Attachment 5: Insurance Forms

**Department of Public Health
Attachment 1
Terms and Conditions for Intergovernmental Service Contracts**

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:
 - i. **"Contractor"** means the provider of the Services under the Contract as identified in paragraph 1 on page 1.
 - ii. **"Department"** means the Georgia Department of Public Health.
 - iii. **"Services"** means the responsibilities and deliverables as provided in the Scope of Work and as further described by the Contract.

B. DURATION OF CONTRACT

1. **Contract Term.** The Contract shall begin and end on the dates specified in the Department Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions.
2. **Contract Renewal.** If renewals are authorized on paragraph 2 on page 1, the Department shall have the option, in its sole discretion, to renew the Contract for additional one-year terms by giving the Contractor written notice of the renewal decision. The Contract shall be renewed at the same amount with the same deliverables unless otherwise agreed upon.

C. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the Services in accordance with the maximum amount on the Standard Contract form and any budget documents attached to this Contract.
2. **Billings.** If applicable, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the Department under the Contract at the billing address specified by the Department. The Department shall pay all approved invoices in arrears.

D. TERMINATION

1. **Summary Termination.** The Department may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - i. Pursuant to O.C.G.A. Section 50-5-64, if the Department determines, in its sole discretion, that appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Department under this contract.
 - ii. The Contractor fails to deliver or has delivered nonconforming Services, or fails to perform, to the Department's satisfaction, any material requirement of the Contract, or is in violation of a material provision of the Contract;
 - iii. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders; or

- iv. The Contractor has engaged in conduct that has or may expose the Department or the State to liability, as determined in the Department's sole discretion.
2. **Termination For Convenience.** Following thirty days' written notice, either party may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor.

E. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the Department to the extent necessary to carry out the Contractor's responsibilities under the Contract. All information received pursuant to the Contract is confidential and shall remain the property of the Department unless otherwise designated by the Department.
 - i. The Contractor shall provide to the Department upon request a written description of the Contractor's policies and procedures to safeguard confidential information;
 - ii. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - iii. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - iv. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the Department at all times. Some Services performed for the Department may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Department, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Department. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the Department.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor seeking records containing confidential information, the Contractor shall promptly notify the Department and cooperate with the Department in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

F. MISCELLANEOUS PROVISIONS

1. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract. Contractor and Contractor's personnel shall also comply with all State and Department policies and standards in effect during the performance of the Contract, including but not limited to the Department's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.
2. **Drug-free Workplace.** The Contractor hereby certifies as follows:
 - i. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
 - ii. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employees a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
 - iii. Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."
3. **Amendments.** The Contract may be amended only through a writing signed by both parties.
4. **Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at

<http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

- (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

5. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the Department and the Contractor.

6. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Department.

7. **Integration.** The Contract, together with its attachments, exhibits, and all other documents incorporated by reference, represents the entire agreement between the parties. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution. Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the Department and the Contractor for the Services provided in connection with the Contract.

8. **Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or principal and agency relationship between the parties. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors

or contractors shall become or be deemed to become agents, servants, or employees of the Department.

9. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
10. **Severability.** If any provision of the Contract is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law.
11. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract.
12. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name of the Georgia Department of Public Health or any intellectual property owned by the Department, including but not limited to Department trademarks or logos, in any manner, including commercial advertising or as a business reference, without the express prior written consent of the Department.
13. **Obligations Beyond Contract Term.** All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.

ATTACHMENT 2

VENDOR LOBBYIST DISCLOSURE AND REGISTRATION CERTIFICATION FORM

Pursuant to Executive Order Number 10.01.03.01 (the "Order"), which was signed by Governor Sonny Perdue on October 1, 2003, Contractors with the state are required to complete this form. The Order requires "Vendor Lobbyists," defined as those who lobby state officials on behalf of businesses that seek a contract to sell goods or services to the state or those who oppose such a contract, to certify that they have registered with the State Ethics Commission and filed the disclosures required by Article 4 of Chapter 5 of Title 21 of the Official Code of Georgia Annotated. Consequently, every vendor desiring to enter into a contract with the state must complete this certification form. False, incomplete, or untimely registration, disclosure, or certification shall be grounds for termination of the award and contract and may cause recoupment or refund actions against Contractor.

In order to be in compliance with Executive Order Number 10.01.03.01, please complete this Certification Form by designating only one of the following:

Contractor *does not have any* lobbyist employed, retained, or affiliated with the Contractor who is seeking or opposing contracts for it or its clients. Consequently, Contractor has not registered anyone with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.

Contractor *does have* lobbyist(s) employed, retained, or affiliated with the Contractor who are seeking or opposing contracts for it or its clients. The lobbyists are:

Contractor states, represents, warrants, and certifies that it has registered the above named lobbyists with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.

Contractor is a Georgia state agency.

CONTRACTOR NAME (print): _____

BY: _____

SIGNATURE DATE

ATTACHMENT 3
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

RATE SCHEDULE BUDGET

CONTRACTOR	CONTRACT NUMBER
County of Gwinnett	40500-065-25254982
CONTRACTOR CONTACT NAME	CONTRACTOR CONTACT PHONE NUMBER
Melissa Cape	770-822-8729
Electronic Funds Transfer? <input checked="" type="checkbox"/> Yes (Authorization for EFT must be attached or on file) <input type="checkbox"/> No	

Remit Invoices to:

Georgia Department of Public Health
 Attn: **Haley Hirsh**
haley.hirsh@dph.ga.gov

DESCRIPTION OF SERVICES	Dollar Amount per Unit of Measure	Unit of Measure (i.e., each, month, lot)	Number of Units (Quantity)	Total Approved Budget Funds
Toxicology Testing	\$240.00	Each	103	\$24,720.00
			TOTAL	\$24,720.00

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240656			
Department:	Financial Services	Date Submitted:	06/27/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	pzbyars	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	<input type="text" value="No"/>
<p>of a Resolution Requesting Sales Tax Information from the Georgia Department of Revenue Pursuant to O.C.G.A. § 48-2-15(d.1) and Naming a Designated Officer for All Related Purposes. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification Memo, Resolution		
Authorization: Chairwoman's Signature?	<input type="text" value="Yes"/>		
Staff Recommendation			
BAC Action:			
Department Head	bjalexzulian (7/24/2024)		
Attorney	mfwilson (7/29/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (7/26/2024)
Finance Comments	*No budget impact.			FinDir's Initials
				bjalexzulian (7/26/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	



MEMORANDUM

TO: Chairwoman
District Commissioners

FROM: Buffy Alexzulian *B. Alex*
Director of Financial Services

SUBJECT: Agenda Item 2024-0656
Resolution Requesting Sales Tax Information from the Georgia Department of Revenue and Naming a Designated Officer

DATE: June 27, 2024

ITEM OF BUSINESS

Approval of a Resolution Requesting Sales Tax Information from the Georgia Department of Revenue Pursuant to O.C.G.A. § 48-2-15(d.1) and Naming a Designated Officer for All Related Purposes

BACKGROUND AND DISCUSSION

O.C.G.A. § 48-2-15 authorizes the Georgia Department of Revenue (DOR) Commissioner to provide a local government's Designated Officer, upon Request, certain information relating to vendors that have submitted sales tax reports.

The County must request the report by sending an official resolution to the DOR and the resolution must specify a Designated Officer to which the information may be released and a specific time period for which the information is requested. The Designated Officer will be the only individual authorized to receive the report from the DOR. The Designated Officer will also be authorized to request validation of the information provided by the DOR in the report.

The accompanying resolution requests approval to name Laurie Puckett, Deputy Director of Financial Services as the County's Designated Officer for this purpose and authorize the request of the sales tax report from the DOR for the designated period of July 1, 2023 through June 30, 2024.

Such information is confidential, but the Board of Commissioners is allowed to review and discuss such information in executive session. The intent of this legislation is to better enable governments to identify and report to the DOR apparent problems or errors in the sales tax report.

This resolution serves as the annual renewal of the County Designated Officer by the Board of Commissioners and will correspond with the State of Georgia's fiscal year.

GWINNETT COUNTY

BOARD OF COMMISSIONERS

LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: Resolution Requesting Sales Tax Information from the Georgia Department of Revenue Pursuant to O.C.G.A. § 48-2-15(d.1) and Naming a Designated Officer for All Related Purposes

ADOPTION DATE: AUGUST 06, 2024

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Nicole L. Hendrickson, Chairwoman		
Kirkland D. Carden, District I		
Ben Ku, District 2		
Jasper Watkins III, District 3		
Matthew Holtkamp, District 4		

On motion of Commissioner ____, which carried a _-_ vote, the Resolution entitled, Resolution requesting Sales Tax Information from the Georgia Department of Revenue Pursuant to O.C.G.A. § 48-2-15(d.1) and Naming a Designated Officer for All Related Purposes, as set forth below, is hereby adopted:

WHEREAS, Georgia Code (O.C.G.A.) § 48-2-15, as amended in 2019, authorizes the Commissioner of the Georgia Department of Revenue (hereinafter the “DOR Commissioner”) to provide certain confidential sales tax information to the “designated finance officer or taxing official” of counties and other local governments; and

WHEREAS, more specifically, O.C.G.A. § 48-2-15(d.1) authorizes the DOR Commissioner to provide to a local government’s designated officer, upon request, certain information relating to vendors that have submitted sales tax reports within the period of time set forth in that request; and

WHEREAS, O.C.G.A. § 48-2-15(d.1) further allows the local government’s designated officer to request that the DOR Commissioner validate, from time to

time, the political subdivision to which sales taxes are being remitted by taxpayers with a business location within that local government's boundaries; and

WHEREAS, Gwinnett County desires to obtain the sales tax information described in the above Georgia Code Section;

NOW, THEREFORE, BE IT RESOLVED by the Gwinnett County Board of Commissioners:

1. The Board of Commissioners hereby designates the following finance or tax official as Gwinnett County's Designated Officer for all purposes described in O.C.G.A. § 48-2-15(d.1):

Laurie Puckett, Deputy Director
Gwinnett County Department of Financial Services
75 Langley Drive, Lawrenceville, Georgia 30046
770.822.7715
Laurie.Puckett@gwinnettcountry.com

2. The Board of Commissioners hereby requests that the DOR Commissioner (or his/her designee) furnish to the above-named Designated Officer all vendor sales tax information described in O.C.G.A. § 48-2-15(d.1)(1) for Gwinnett County for the following designated period: 7/1/23 - 6/30/24.

3. In accordance with O.C.G.A. § 48-2-15(d.1)(2)(B) and following receipt of the information described in Paragraph 2, above, the Designated Officer is hereby authorized to request validation by the DOR Commissioner of the political subdivision to which one or more vendors/taxpayers with a business location in Gwinnett County have remitted sales taxes for the designated period, with such validation request to contain the business name and location address of each such vendor/taxpayer and such other information as may assist the DOR Commissioner in responding to such validation request;

4. The Designated Officer shall use such information only in the discharge of his/her duties and shall maintain the confidentiality of such information as required by O.C.G.A. § 48-2-15(d.1); and

5. The Board of Commissioners shall comply with all confidentiality requirements of O.C.G.A. § 48-2-15(d.1), including, but not limited to, the requirements that 1) such information may only be discussed by members of the Board of Commissioners in executive session and 2) members of the Board of Commissioners shall recuse themselves from such executive session

discussions in the event of a conflict of interest as described in the above Georgia Code Section.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its approval by the Gwinnett County Board of Commissioners, and the official named above shall remain Gwinnett County's Designated Officer for all purposes under O.C.G.A. § 48-2-15(d.1) until further action of the Board of Commissioners.

BE IT FURTHER RESOLVED, that the Gwinnett County Clerk is hereby directed to provide a certified copy of this Resolution to the Georgia Department of Revenue via email (public.disclosure@dor.ga.gov) or to otherwise transmit a copy of this Resolution as may directed by the Georgia Department of Revenue.

THIS RESOLUTION is adopted this _____ day of _____, 2024.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: _____
NICOLE L. HENDRICKSON, CHAIRWOMAN

ATTEST:

BY: _____ (SEAL)
TINA KING, COUNTY CLERK

APPROVED AS TO FORM:

BY: _____
SUPERVISING COUNTY ATTORNEY

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20240673	

Grants Public Hearing

Department:	Financial Services	Date Submitted:	07/09/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Imroyer	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	

Item of Business:	Locked by Purchasing	No
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of the June 30, 2024 Monthly Financial Status Report and ratification of all budget amendments.

Attachments	June 30, 2024 Monthly Financial Report, Financial Supplement
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Authorization: Chairwoman's Signature?	No
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Staff Recommendation	
BAC Action:	
Department Head	bjalexzulian (7/30/2024)
Attorney	abcauthen (8/1/2024)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various	*	*	mbwoods (8/1/2024)

Finance Comments	*The financial status report recognizes all County budget adjustments through June 2024.	FinDir's Initials
		bjalexzulian (8/1/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	



Gwinnett
Financial Services

MONTHLY
FINANCIAL
STATUS
REPORT

FOR THE PERIOD ENDED
JUNE 30, 2024
(UNAUDITED)



MEMORANDUM

TO: Nicole L. Hendrickson, Chairwoman
District Commissioners
Glenn Stephens, County Administrator
Maria Woods, Deputy County Administrator/CFO

FROM: Buffy Alexzulian
Director of Financial Services

DATE: July 17, 2024

SUBJECT: Monthly Financial Report for the Period Ended June 30, 2024

This report, which includes unaudited information through the sixth month of fiscal year 2024, is prepared by the Department of Financial Services as a summary of revenues and expenditures for all County operating funds. The primary purpose of this monthly report is to provide timely information regarding year-to-date financial performance.

This report includes:

Executive Summary	Page 2
General Fund	Page 3
Service District Funds	Page 6
Water & Sewer Operating Fund	Page 9
Administrative Support Fund	Page 10
Recurring Items	Page 11
Financial Report	Page 12
Budget Adjustments by Fund Schedule	Page 59

EXECUTIVE SUMMARY

2025 Budget Preparation

Departments and elected officials have submitted their capital and operating budget requests including revenue estimates and service expansion proposals. In late August, they will present their 2025 business plans to the Chairwoman's Budget Review Committee for consideration.

2023 External Audit

On June 26, 2024, Mauldin & Jenkins, CPAs & Advisors completed the fiscal year 2023 external audit and issued a clean opinion. Audited financial reports are provided in the 2023 Annual Comprehensive Financial Report, which is available online at [Gwinnett County Annual Comprehensive Financial Report](#).

Distinguished Budget Presentation Award

The Government Finance Officers Association of the United States and Canada (GFOA) presented the Distinguished Budget Presentation Award to Gwinnett County, Georgia, for its annual budget for the fiscal year beginning January 1, 2024. To receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, financial plan, operations guide, and communications device. Gwinnett County has received this prestigious award for 35 years. For the 2024 budget, the County was awarded special recognition for our budget process. Special recognition is given when the reviewers give the highest possible score in a particular category.

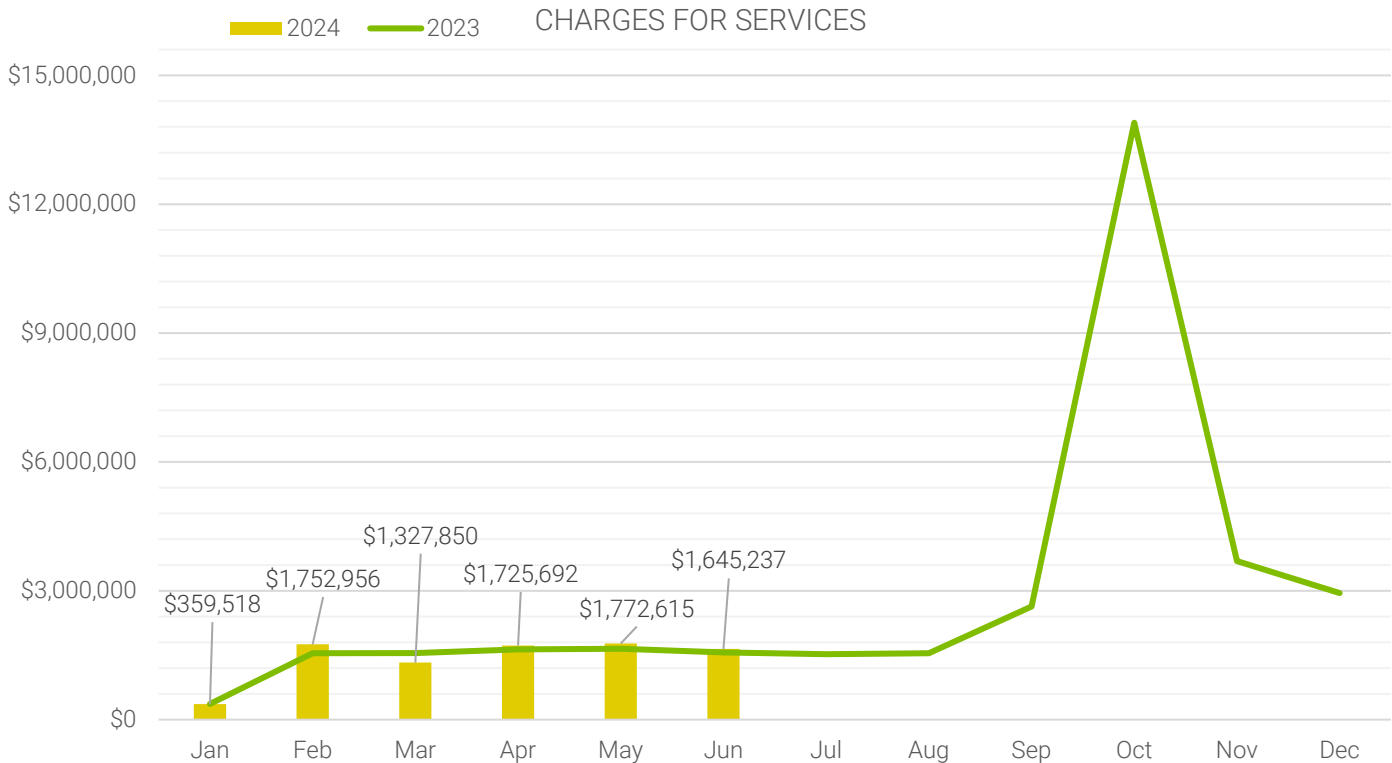
Street Lighting Fund

The Street Lighting Fund temporarily reflects negative equity, as expected this time of year. Equity will become positive in the fourth quarter when fees are collected with property tax bills.

GENERAL FUND (PAGE 12)

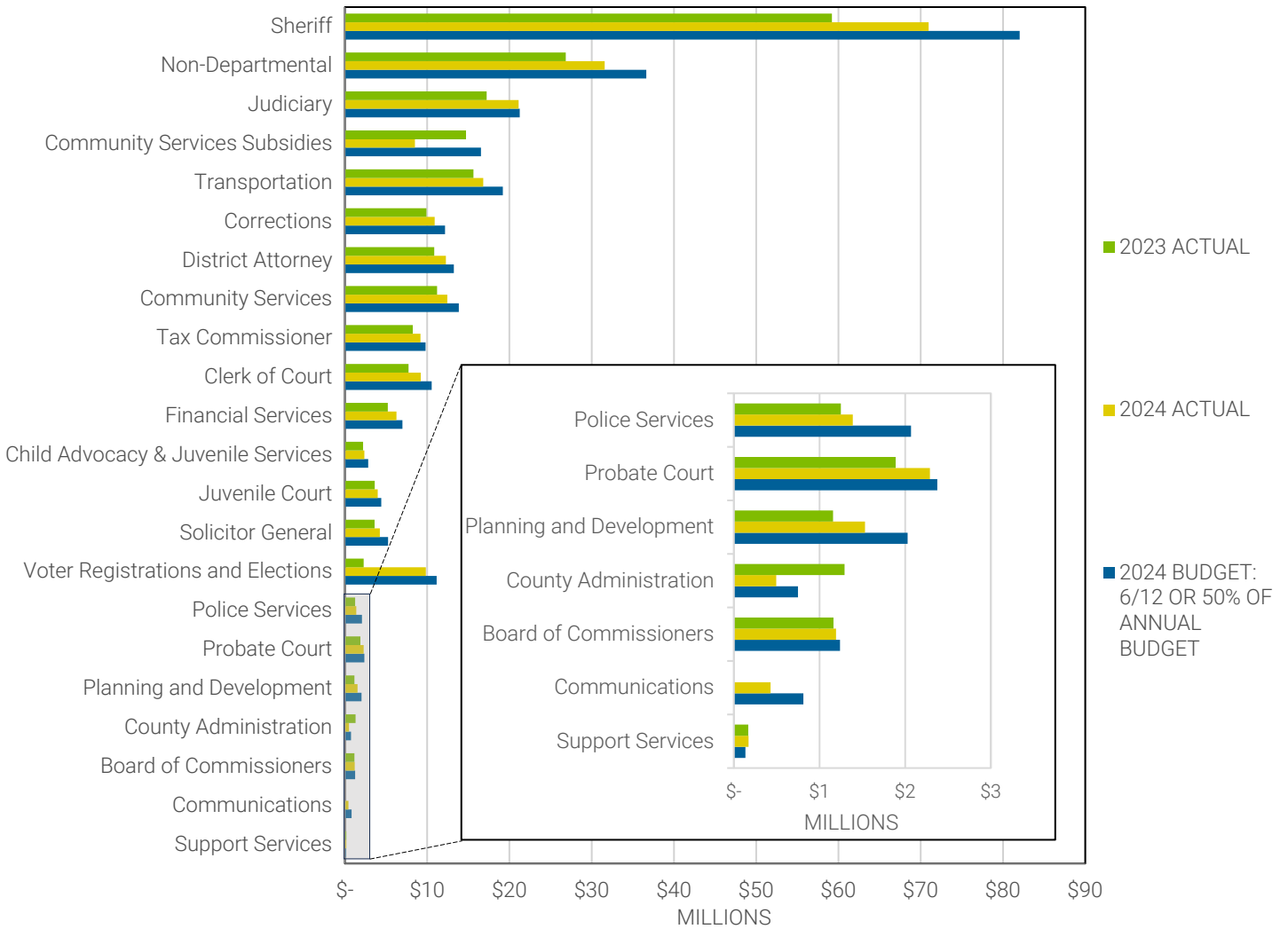
The General Fund accounts for all County revenues and expenditures not restricted to or accounted for in other funds. The County's General Fund supports services that benefit stakeholders, businesses, and residents countywide, such as sheriff, jail, courts, correctional facility, tax commissioner, health and human services, transportation, and elections.

The main revenue source for the General Fund will shift to property taxes later in the year when they are collected. Further discussion on property taxes can be found in the Recurring Items section. Charges for Services revenue is another major revenue category in the General Fund. In the chart below, the yellow bars represent 2024 Charges for Services monthly revenues, and the green line represents monthly collections for 2023. One of the main sources of revenue in this category is the commissions received by the County related to property taxes.



As seen in the chart, last year there were significant increases in monthly collections around the property tax due date of October 15, 2023. The January receipts were much lower than in other months. This is because most of January's collections were for prior year services and were recorded in the prior year. Charges for Services through June are up approximately \$276,000 when compared to the same time last year. This is primarily due to an increase in revenues associated with court services.

GENERAL FUND
BUDGET VS. ACTUAL BY DEPARTMENT
JUNE 2023– 2024 YTD EXPENDITURES



Sheriff's expenditures are approximately \$11.8 million higher than last year primarily due to increased personnel costs, inmate medical contract payments, and the inmate transport and housing agreement. However, they are under budget by approximately \$11.1 million primarily due to inmate medical expenses being paid one month in arrears and a reduction in housing expenses due to the return of inmates who were temporarily housed elsewhere.

Non-Departmental expenses are approximately \$4.7 million higher in comparison to 2023. This is primarily due to an increase in the monthly contribution to capital funds in 2024.

Judiciary expenses are approximately \$3.9 million higher than last year primarily due to an increase in indigent defense attorney fees and personnel costs.

Community Services Subsidies expenditures are down approximately \$6.2 million when compared to last year and are temporarily under budget based on the percentage of the fiscal year that has lapsed. This is primarily due to the timing of when subsidy payments and payments to other agencies are made. Through June 2024, the first quarter qualifying subsidy payments have been made, whereas in 2023, the first and second quarter payments had been made by this time.

Voter Registrations and Elections expenditures are up approximately \$7.6 million compared to last year due to election activities in 2024. Expenditures are expected to continue increasing as elections are held, and they are expected to remain within budget.

County Administration expenses are lower in comparison to 2023. This is due to the transition of Community Outreach and Economic Development divisions to other departments in August 2023.

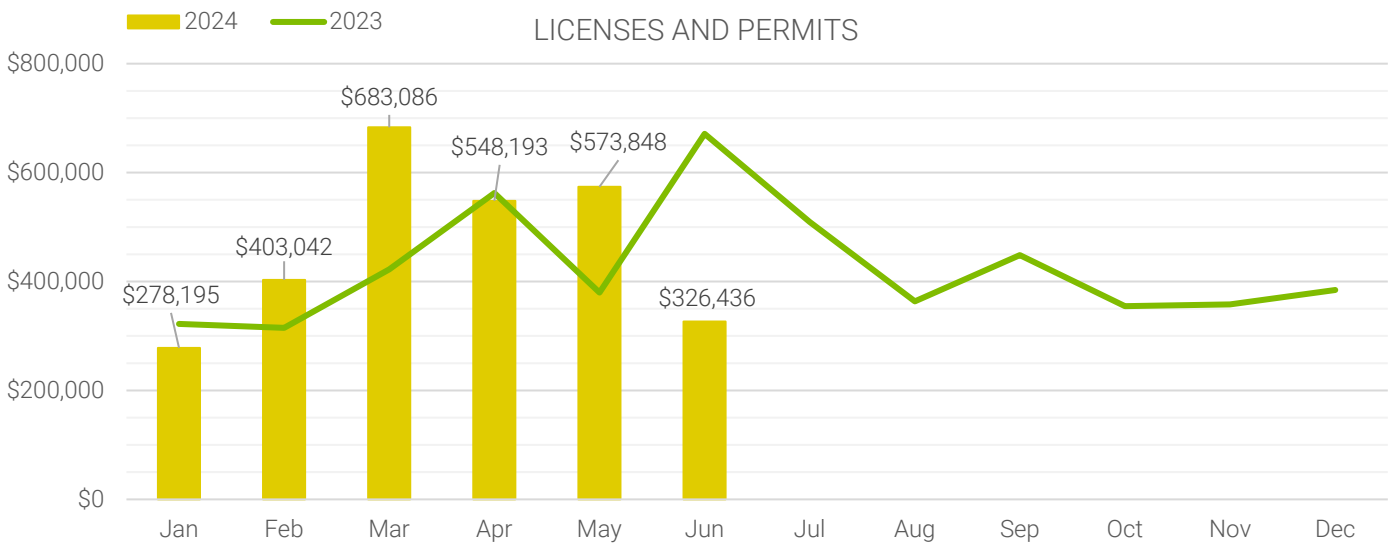
Communications had no prior year expenditures in the General Fund; Community Outreach transitioned from the County Administrator's office to Communications in August 2023.

Support Services expenses are temporarily over budget due to an annual rental payment made in the first quarter.

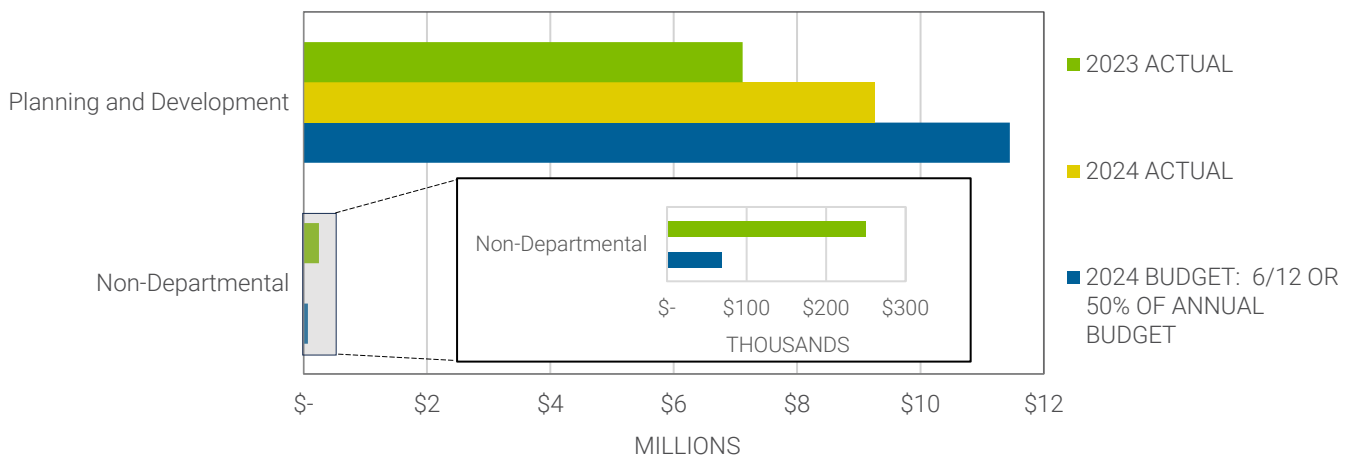
DEVELOPMENT & ENFORCEMENT SERVICES DISTRICT FUND (PAGE 14)

The County is responsible for providing short-term planning and code enforcement services within the Development and Enforcement Services District. This district includes all properties within unincorporated Gwinnett County.

The main revenue source for the Development and Enforcement Services District fund will shift to property taxes later in the year when they are collected. Further discussion on property taxes can be found in the Recurring Items section. Licenses and Permits is another major revenue category in this fund and is shown in the chart below. The yellow bars represent 2024 monthly revenues, and the green line represents monthly collections for 2023. Through June, Licenses and Permits revenue is up approximately \$140,000 or 5 percent over the prior year. This is due to an increase in building permit fees.



DEVELOPMENT AND ENFORCEMENT SERVICES DISTRICT FUND
BUDGET VS. ACTUAL BY DEPARTMENT
2023 - 2024 YTD EXPENDITURES

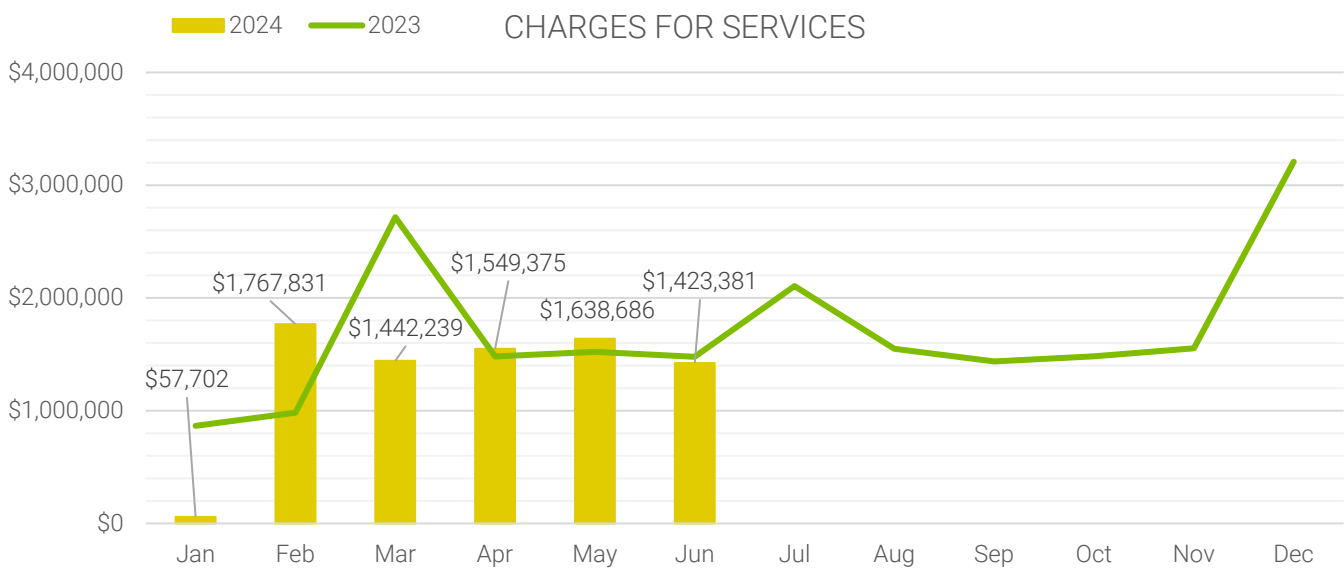


Non-Departmental expenses are down when compared to the same time last year as there is no monthly contribution to fund capital projects for the current year.

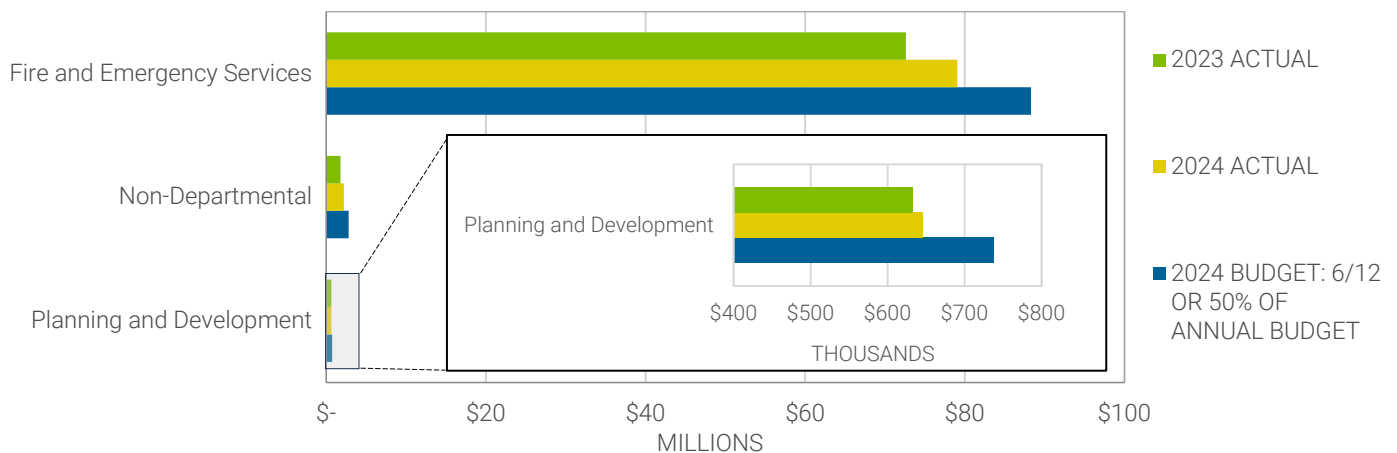
FIRE AND EMERGENCY MEDICAL SERVICES DISTRICT FUND (PAGE 15)

Gwinnett County is responsible for providing fire and emergency medical protection within the Fire and Emergency Medical Services District. This district includes all properties within unincorporated Gwinnett County and all cities except Loganville. The City of Loganville operates its own fire department, but residents and businesses continue to receive County-provided emergency medical services.

The main revenue source for the Fire and Emergency Medical Services District fund will shift to property taxes later in the year when they are collected. Further discussion on property taxes can be found in the Recurring Items section. Charges for Services is another major revenue category in this fund and is shown in the chart below. The yellow bars represent 2024 monthly revenues, and the green line represents monthly collections for 2023. Charges for Services revenue, which primarily consists of ambulance fees, is down approximately \$1.2 million or 13 percent when compared to the same time last year. This is mainly attributed to payments in the previous year received from the state government to supplement Medicaid payments for ambulance services.



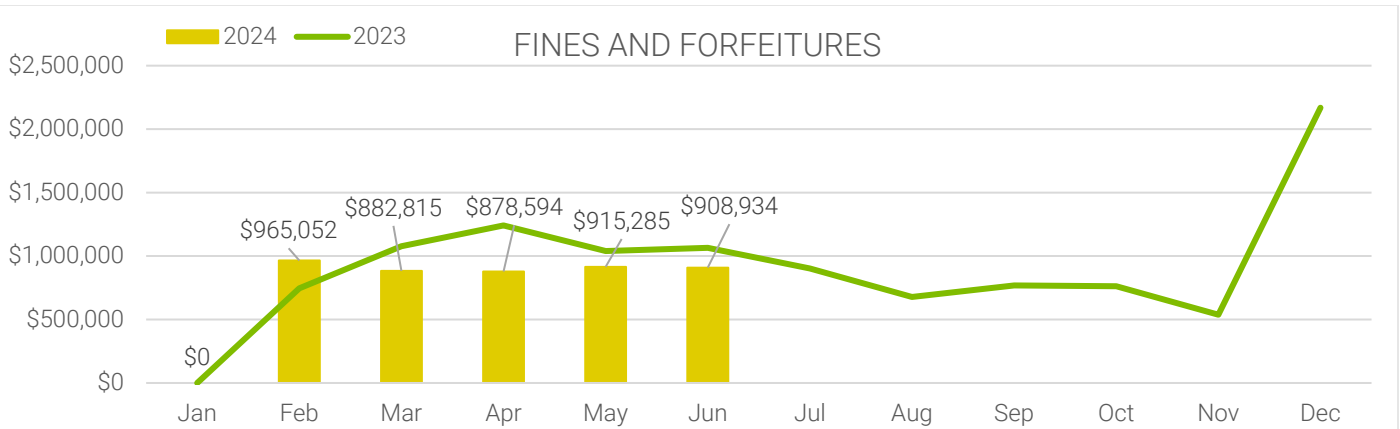
FIRE AND EMERGENCY MEDICAL SERVICES DISTRICT FUND
BUDGET VS. ACTUAL BY DEPARTMENT
JUNE 2023 - 2024 YTD EXPENDITURES



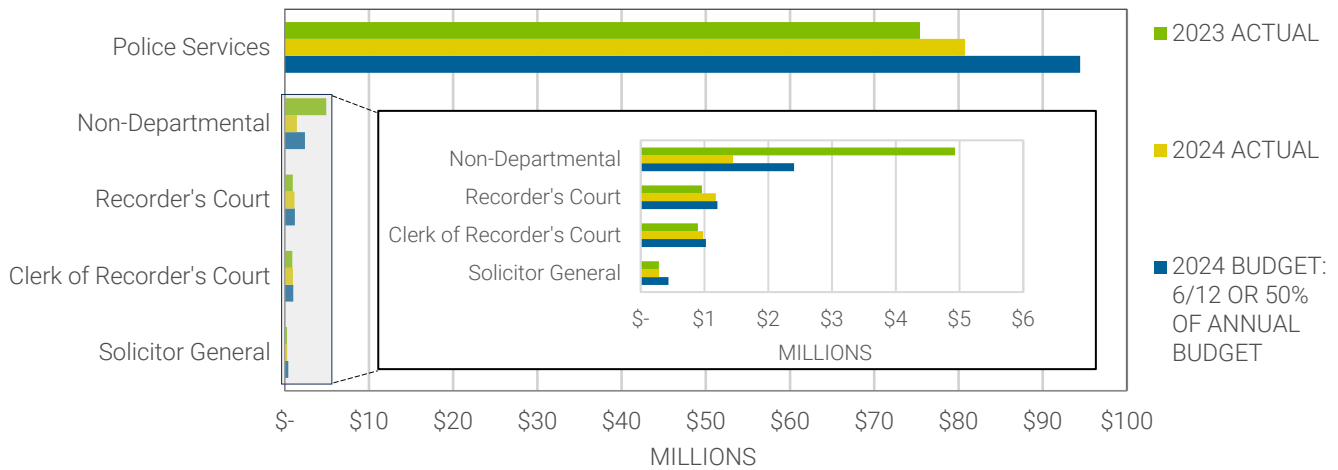
POLICE SERVICES DISTRICT FUND (PAGE 17)

Gwinnett County is responsible for providing police protection within the Police Services District. This district includes all properties within unincorporated Gwinnett County and cities that do not operate their own police departments (Berkeley Lake, Buford, Grayson, Dacula, Peachtree Corners, Rest Haven, and Sugar Hill).

The main revenue source for the Police Services fund will shift to property taxes later in the year when they are collected. Further discussion on property taxes can be found in the Recurring Items section. Fines and Forfeitures is another major revenue category for this fund and is shown in the chart below. The yellow bars represent 2024 monthly collections, and the green line represents monthly collections for 2023. January's collections were for the prior year's fines and were recorded in the prior year. Through June, Fines and Forfeitures revenue is down approximately \$619,000 or 12 percent compared to the same period last year. Through June, the number of citations issued through the school zone automated speed detection program has decreased resulting in decreased collections for the period.



POLICE SERVICES DISTRICT FUND
BUDGET VS. ACTUAL BY DEPARTMENT
JUNE 2023 - 2024 YTD EXPENDITURES



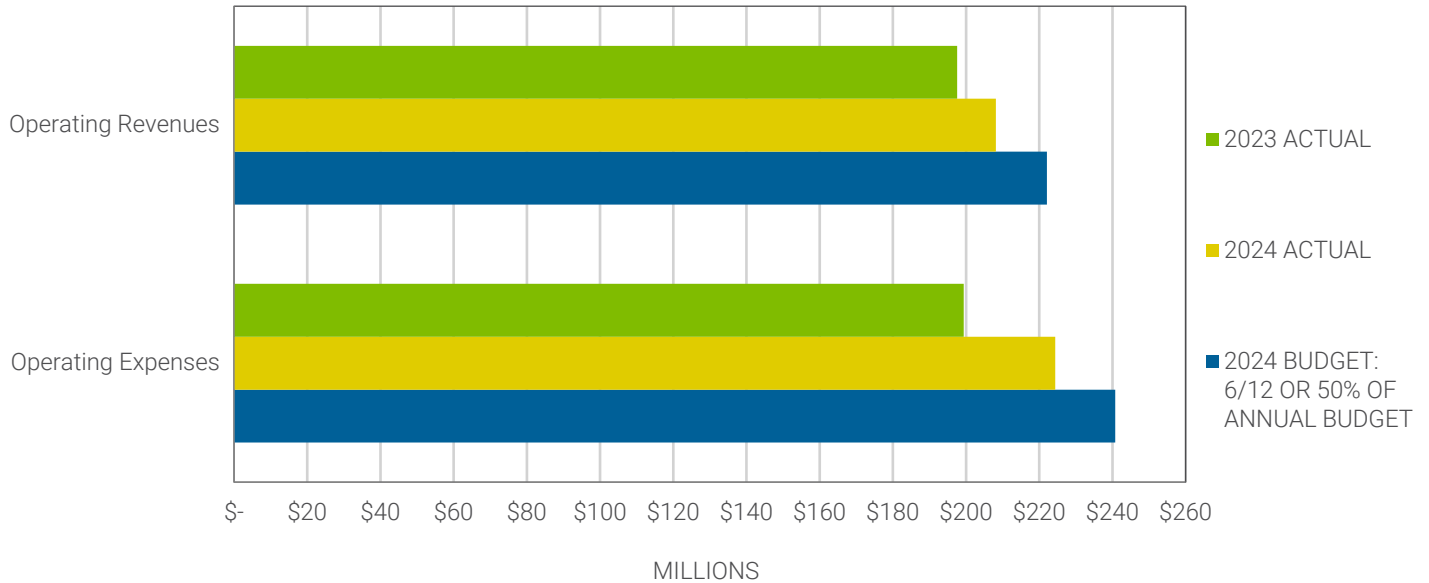
Police Services expenses are approximately \$13.7 million under budget due to vacancies and an annual equipment and license support contract which will be paid later this year.

Non-Departmental expenses are down approximately \$3.5 million when compared to the same time last year due to a decrease in the monthly contribution to fund capital projects for the current year.

WATER & SEWER OPERATING FUND (PAGE 52)

The Water and Sewer Operating Fund supports the operation, maintenance, and capital improvement of the water and sewer system.

WATER AND SEWER OPERATING FUND
JUNE 2023 - 2024 YTD REVENUES AND EXPENSES



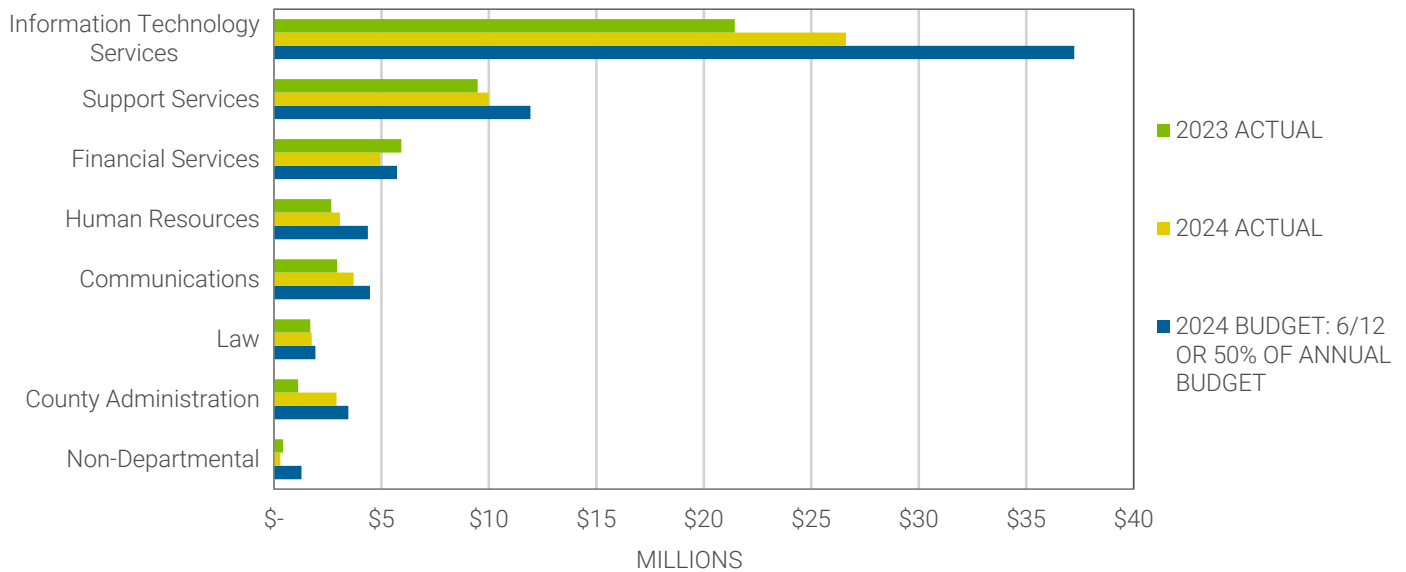
Year-to-date Water and Sewer Operating Fund revenues are up approximately \$10.6 million, or 5 percent, compared to last year. This is primarily because year-to-date Charges for Services revenues had an increase attributed to the timing of billing cycles and new meter connections. Additionally, in 2023, bills were adjusted down for a prior year freeze event. Also, revenue from Contributions and Donations is up year to date due to an increase in meter permits sold as of June.

Year-to-date, Water and Sewer Operating Fund expenses are up approximately \$25.0 million, or 13 percent, compared to last year. Just over half of the increase is due to a planned increase in contributions to capital projects. The remaining increase is attributed to higher operating costs for personnel, professional services, repairs and maintenance, and water sanitation. However, expenses in the Water and Sewer Operating Fund are approximately \$16.4 million, or 7 percent under budget primarily due to underutilization in areas such as personnel, professional services, and utilities.

ADMINISTRATIVE SUPPORT FUND (PAGE 53)

The Administrative Support Fund accounts for the activities of all central support departments not reported elsewhere: County Administration, Communications, Financial Services, Human Resources, Information Technology Services, Law, and Support Services. These activities are funded by indirect cost charges to all other funds receiving benefits.

ADMINISTRATIVE SUPPORT FUND
BUDGET VS. ACTUAL BY DEPARTMENT
JUNE 2023 - 2024 YTD EXPENSES



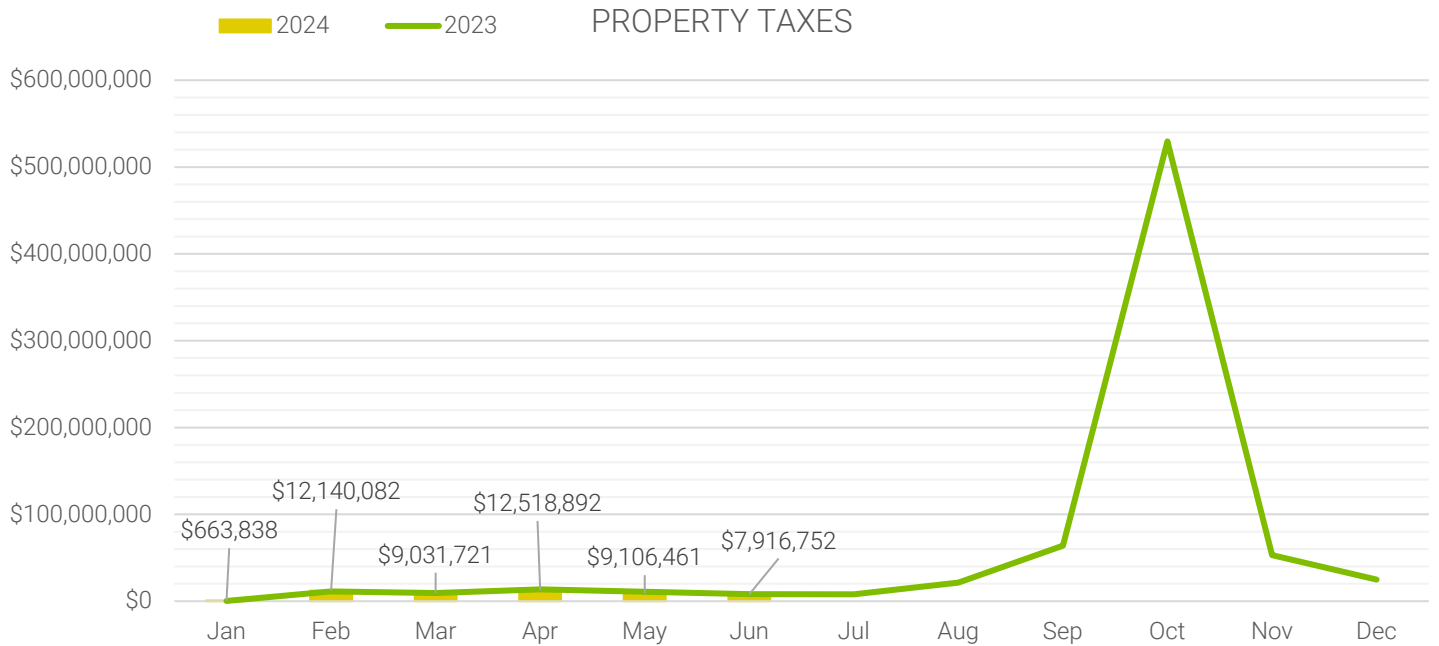
Information Technology Services' expenses are up approximately \$5.2 million or 24 percent when compared to the same time last year. This is primarily due to the timing of contract payments for license and support agreements and subscriptions and an increase in outsourcing services and industrial repairs contracted in 2024. However, expenses are under budget by approximately \$10.6 million. This variance is primarily attributable to lower expenses in areas such as computer supplies, license support agreements, and professional services all of which will have higher demand later in the year.

Financial Services' expenses are down approximately \$1.0 million or 16 percent when compared to the same time last year. This is primarily attributed to the transition of the Standards and Controls Division and the Office of Strategic Excellence from Financial Services to the County Administrator's office in mid-2023.

RECURRING ITEMS

Property Taxes

The County collects property taxes in the fall to fund services for the current year. Therefore, the funds that are primarily supported by property taxes will show revenues below budget until then. Those funds are General, Development & Enforcement, Fire & EMS, Police, Recreation, and Economic Development Tax Funds. Some special assessments are also included on property tax bills. Those collections are reflected in the Speed Hump, Street Lighting, and Stormwater Funds.



The chart above shows the monthly collections of property taxes across all funds. The green line represents 2023 collections and shows most property taxes were collected around the due date of October 15, 2023. The yellow bars represent 2024 revenues. Please note that January has lower receipts than other months and its bar is barely visible. This is typical, as most collections in January are for the prior year's property taxes and are recorded in the previous year. Property Taxes through June are down approximately \$2.1 million when compared to last year primarily due to a decrease in prior year property tax collections.

Tax Digest Adjustments

In June, the Board of Assessors approved adjustments to the tax digest that resulted in a net increase of approximately \$906,000 for tax years 2017 through 2023. These adjustments include a net increase of approximately \$1.7 million in real property assessed values and a net decrease of approximately \$746,000 in personal property assessed values. The majority of the adjustments are from the resolution of appeals.

Investment Income

Investment rates have been higher for the past year due to rate increases by the Federal Reserve Bank in 2022 and 2023. Investment revenues were budgeted conservatively to compensate for market uncertainty concerning how long the economy would be able to maintain rates at current levels. Since market rates have not dropped, investment revenues are expected to significantly exceed budget in 2024.

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

General Fund (001)

The General Fund is the primary tax and operating fund for all County revenues and expenditures that are not accounted for in other funds.

	FY 2024				FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 238,656,301	\$ 238,656,301	\$ 238,656,301			
Revenues:						
Taxes	\$ 457,114,667	\$ 457,114,667	\$ 67,842,222	14.84%	\$ 67,940,763	16.44%
Licenses and Permits	5,279,690	5,279,690	1,943,702	36.81%	1,902,437	36.14%
Intergovernmental	4,162,064	4,162,064	1,776,720	42.69%	1,639,268	40.85%
Charges for Services	34,658,485	34,658,485	8,583,867	24.77%	8,308,063	26.40%
Fines and Forfeitures	3,147,655	3,147,655	1,456,329	46.27%	1,317,598	41.16%
Investment Income	4,826,023	4,826,023	4,491,491	93.07%	3,757,240	320.08%
Contributions and Donations	105,950	105,950	8,081	7.63%	23,441	22.61%
Miscellaneous	1,834,120	1,834,120	1,366,626	74.51%	1,105,130	62.68%
Other Financing Sources	-	-	18,410	-	90,243	-
Revenues without Use of Fund Balance	511,128,654	511,128,654	87,487,448	17.12%	86,084,183	18.70%
Use of Fund Balance	39,156,305	39,156,305	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 550,284,959	\$ 550,284,959	\$ 87,487,448	15.90%	\$ 86,084,183	18.11%
Appropriations:						
Board of Commissioners	\$ 2,477,975	\$ 2,477,975	\$ 1,191,890	48.10%	\$ 1,163,448	54.86%
Communications	1,216,032	1,216,032	428,655	35.25%	-	-
County Administration	1,497,677	1,497,677	494,047	32.99%	1,292,350	33.00%
Financial Services	13,988,004	13,988,004	6,271,276	44.83%	5,218,705	44.50%
Tax Commissioner	19,630,133	19,630,133	9,192,195	46.83%	8,249,945	44.84%
Transportation	38,406,186	38,406,186	16,818,651	43.79%	15,620,628	43.54%
Planning and Development	4,056,076	4,056,076	1,531,711	37.76%	1,157,883	47.64%
Police Services	4,136,071	4,136,071	1,387,914	33.56%	1,249,157	37.50%
Corrections	24,232,598	24,359,098	10,921,336	44.83%	9,917,823	44.70%
Community Services	27,682,093	27,682,093	12,456,728	45.00%	11,201,309	42.53%
Community Services Subsidies:						
Atlanta Regional Commission	1,295,618	1,295,618	898,991	69.39%	591,221	50.00%
Board of Health	2,500,000	2,500,000	625,000	25.00%	1,250,000	50.00%
Coalition for Health & Human Services	235,088	235,088	58,772	25.00%	117,544	50.00%
Dept of Family & Children's Services	660,638	660,638	-	0.00%	165,160	25.00%
Food Insecurity	150,000	150,000	835	0.56%	77,362	51.57%
Forestry	7,358	7,358	7,358	100.00%	7,358	100.00%
Healthcare Initiative	550,000	550,000	-	0.00%	-	0.00%
Homelessness Prevention	500,000	500,000	91,044	18.21%	-	0.00%
Library In-House Services	1,320,328	1,320,328	366,557	27.76%	492,973	40.08%
Library Subsidy	24,419,802	24,419,802	6,104,951	25.00%	11,450,748	50.00%
Mental Health	1,443,341	1,443,341	360,835	25.00%	521,671	50.00%
Total Community Services Subsidies	33,082,173	33,082,173	8,514,342	25.74%	14,674,035	46.79%
Voter Registrations and Elections	22,320,753	22,318,854	9,839,775	44.09%	2,281,116	35.64%
Juvenile Court	6,954,736	8,856,936	3,990,705	45.06%	3,619,360	49.48%

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

General Fund (001)

The General Fund is the primary tax and operating fund for all County revenues and expenditures that are not accounted for in other funds.

	FY 2024				FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Child Advocacy & Juvenile Services	5,622,277	5,656,027	2,368,401	41.87%	2,206,639	46.88%
Sheriff	162,411,937	164,050,437	70,952,869	43.25%	59,200,100	41.46%
Clerk of Court	21,098,723	21,098,723	9,220,832	43.70%	7,734,415	45.26%
Judiciary	34,704,738	42,505,318	21,118,662	49.68%	17,235,667	47.87%
Probate Court	4,512,766	4,748,986	2,288,635	48.19%	1,889,892	45.41%
District Attorney	26,476,721	26,476,721	12,280,308	46.38%	10,866,044	47.15%
Solicitor General	10,490,322	10,490,322	4,249,460	40.51%	3,608,917	38.85%
Support Services	268,503	268,503	171,683	63.94%	167,138	65.52%
Non-Departmental:						
Contingency	4,596,000	4,596,000	-	0.00%	-	0.00%
Contribution to Airport	25,000	25,000	12,500	50.00%	450,000	50.00%
Contribution to Capital	37,580,135	37,582,034	18,791,017	50.00%	13,202,127	39.86%
Contribution to Local Transit	17,602,000	17,602,000	8,801,000	50.00%	9,250,000	50.00%
Grant Match	100,000	100,000	-	0.00%	-	0.00%
Gwinnett Hospital Authority	1,000,000	1,000,000	1,000,000	100.00%	1,000,000	100.00%
Medical Examiner	2,007,589	2,007,589	873,305	43.50%	832,930	48.66%
Partnership Gwinnett	500,000	500,000	300,000	60.00%	400,000	80.00%
Pauper Burial	175,000	175,000	57,200	32.69%	64,770	37.01%
Reserves - Compensation	1,496,000	1,496,000	-	0.00%	-	0.00%
Reserves - Court Interpreters	900,000	385,250	-	0.00%	-	0.00%
Reserves - Court Reporters	1,380,000	690,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	83,000	83,000	-	0.00%	-	0.00%
Reserves - Indigent Defense	11,136,000	2,368,000	-	0.00%	-	0.00%
Reserves - Inmate Housing	25,000	25,000	-	0.00%	-	0.00%
Reserves - Judicial	50,000	50,000	-	0.00%	-	0.00%
Reserves - Pension	200,000	200,000	120,000	60.00%	-	0.00%
Reserves - Prisoner Medical	2,530,000	765,000	-	0.00%	-	0.00%
800 MHZ Maintenance	3,342,741	3,342,741	1,533,589	45.88%	1,468,964	42.23%
Other Governmental Agencies	160,000	160,000	42,451	26.53%	49,389	42.95%
Other Miscellaneous	130,000	130,000	43,387	33.37%	124,426	60.99%
Total Non-Departmental	85,018,465	73,282,614	31,574,449	43.09%	26,842,606	40.38%
TOTAL APPROPRIATIONS	\$ 550,284,959	\$ 550,284,959	\$ 237,264,524	43.12%	\$ 205,397,177	43.22%
Projected Fund Balance December 31	\$ 199,499,996	\$ 199,499,996				
Fund Balance as of Report Date			\$ 88,879,225			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Development & Enforcement District Fund (104)

The Development and Enforcement Services District Fund is used to account for the revenues and expenditures attributable to the Development and Enforcement Services District. Gwinnett County is responsible for providing short-term planning and code enforcement services within this district. This District includes all properties within unincorporated Gwinnett County.

	FY 2024				FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 15,932,208	\$ 15,932,208	\$ 15,932,208			
Revenues:						
Taxes	\$ 12,071,773	\$ 12,071,773	\$ 370,995	3.07%	\$ 429,503	4.01%
Licenses and Permits	4,930,950	4,930,950	2,812,799	57.04%	2,672,991	54.18%
Intergovernmental	49,000	49,000	25,803	52.66%	24,174	53.72%
Charges for Services	1,080,800	1,080,800	429,163	39.71%	371,037	37.02%
Investment Income	298,397	298,397	327,722	109.83%	280,151	271.44%
Revenues without Use of Fund Balance	18,430,920	18,430,920	3,966,482	21.52%	3,777,856	22.48%
Use of Fund Balance	4,601,990	4,601,990	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 23,032,910	\$ 23,032,910	\$ 3,966,482	17.22%	\$ 3,777,856	20.85%
Appropriations:						
Planning and Development	\$ 22,894,910	\$ 22,894,910	\$ 9,261,873	40.45%	\$ 7,116,830	40.67%
Non-Departmental:						
Reserves - Compensation	92,000	92,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	6,000	6,000	-	0.00%	-	0.00%
Non-Departmental D&E	40,000	40,000	-	0.00%	250,000	46.64%
Total Non-Departmental	138,000	138,000	-	0.00%	250,000	40.65%
TOTAL APPROPRIATIONS	\$ 23,032,910	\$ 23,032,910	\$ 9,261,873	40.21%	\$ 7,366,830	40.67%
Projected Fund Balance December 31	\$ 11,330,218	\$ 11,330,218				
Fund Balance as of Report Date			\$ 10,636,817			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Fire and EMS District Fund (102)

The Fire and Emergency Medical Services District Fund is used to account for the revenues and expenditures attributable to the Fire and Emergency Medical Service District. This district includes all properties within unincorporated Gwinnett County and all cities except Loganville. Gwinnett County is responsible for providing fire and emergency medical protection within this district. The City of Loganville operates its own fire department, but residents and businesses will continue to receive county-provided emergency medical services.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 92,164,081	\$ 92,164,081	\$ 92,164,081			
Revenues:						
Taxes	\$ 163,473,702	\$ 163,473,702	\$ 5,176,498	3.17%	\$ 5,810,648	4.05%
Licenses and Permits	1,130,500	1,130,500	528,046	46.71%	557,041	52.06%
Intergovernmental	631,000	666,939	371,391	55.69%	342,593	58.66%
Charges for Services	17,066,710	17,066,710	7,879,214	46.17%	9,047,500	55.55%
Investment Income	1,482,319	1,482,319	1,835,889	123.85%	1,413,309	407.87%
Contributions and Donations	-	-	1,095	-	500	-
Miscellaneous	3,000	3,000	6,678	222.60%	17,308	576.93%
TOTAL REVENUES	<u>\$ 183,787,231</u>	<u>\$ 183,823,170</u>	<u>\$ 15,798,811</u>	8.59%	<u>\$ 17,188,899</u>	9.95%
Appropriations:						
Planning and Development	\$ 1,475,343	\$ 1,475,343	\$ 645,863	43.78%	\$ 632,636	44.30%
Fire and Emergency Services	176,595,243	176,595,243	79,053,615	44.77%	72,611,707	43.57%
Non-Departmental:						
Reserves - Compensation	748,000	748,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	77,000	77,000	-	0.00%	-	0.00%
Non-Departmental Fire EMS Fund	4,787,796	4,787,796	2,195,398	45.85%	1,785,401	45.59%
Total Non-Departmental	<u>5,612,796</u>	<u>5,612,796</u>	<u>2,195,398</u>	39.11%	<u>1,785,401</u>	38.38%
Appropriations without Contribution to Fund Balance	183,683,382	183,683,382	81,894,876	44.58%	75,029,744	43.44%
Contribution to Fund Balance	103,849	139,788	-	0.00%	-	-
TOTAL APPROPRIATIONS	<u>\$ 183,787,231</u>	<u>\$ 183,823,170</u>	<u>\$ 81,894,876</u>	44.55%	<u>\$ 75,029,744</u>	43.44%
Projected Fund Balance December 31	\$ 92,267,930	\$ 92,303,869				
Fund Balance as of Report Date			\$ 26,068,016			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Loganville EMS District Fund (103)

The Loganville Emergency Medical Services District Fund is used to account for the revenues and expenditures attributable to the Loganville Emergency Medical Services District. This district includes all properties within the portion of incorporated Loganville that lie within Gwinnett County. The County is responsible for providing emergency medical services within this district. The majority of expenditures are recorded in the fall based upon the certified property tax digest as outlined in the intergovernmental agreement with the City of Loganville.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 483,834	\$ 483,834	\$ 483,834			
Revenues:						
Investment Income	\$ 19,400	\$ 19,400	\$ 13,112	67.59%	\$ 7,355	136.76%
Revenues without Use of Fund Balance	19,400	19,400	13,112	67.59%	7,355	136.76%
Use of Fund Balance	74,289	74,289	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 93,689	\$ 93,689	\$ 13,112	14.00%	\$ 7,355	9.52%
Appropriations:						
Loganville EMS	\$ 93,689	\$ 93,689	\$ 894	0.95%	\$ 749	0.97%
TOTAL APPROPRIATIONS	\$ 93,689	\$ 93,689	\$ 894	0.95%	\$ 749	0.97%
Projected Fund Balance December 31	\$ 409,545	\$ 409,545				
Fund Balance as of Report Date			\$ 496,052			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Police Services District Fund (106)

The Police Services District Fund is used to account for the revenues and expenditures attributable to the Police Services District. This district includes all properties within unincorporated Gwinnett County and cities that do not operate their own police departments (Berkeley Lake, Buford, Grayson, Dacula, Peachtree Corners, Rest Haven, and Sugar Hill). Gwinnett County is responsible for providing police protection within this district.

	FY 2024				FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 118,174,427	\$ 118,174,427	\$ 118,174,427			
Revenues:						
Taxes	\$ 119,456,094	\$ 119,456,094	\$ 3,788,405	3.17%	\$ 4,243,002	3.98%
Insurance Premium Taxes	60,204,000	60,204,000	-	0.00%	-	0.00%
Intergovernmental	298,000	298,000	243,291	81.64%	235,835	85.45%
Charges for Services	1,145,000	1,145,000	513,852	44.88%	527,217	26.35%
Fines and Forfeitures	13,044,307	13,044,307	4,550,681	34.89%	5,169,212	38.16%
Investment Income	1,897,517	1,897,517	2,227,155	117.37%	1,590,438	308.83%
Miscellaneous	443,710	446,210	177,851	39.86%	307,954	64.51%
Revenues without Use of Fund Balance	196,488,628	196,491,128	11,501,235	5.85%	12,073,658	6.89%
Use of Fund Balance	2,518,241	2,515,741	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 199,006,869	\$ 199,006,869	\$ 11,501,235	5.78%	\$ 12,073,658	6.33%
Appropriations:						
Police Services	\$ 188,778,730	\$ 188,878,730	\$ 80,774,721	42.77%	\$ 75,427,470	43.20%
Recorder's Court	2,119,970	2,407,570	1,176,691	48.87%	959,833	48.26%
Solicitor General	867,836	867,836	289,240	33.33%	283,912	32.88%
Clerk of Recorder's Court	2,042,298	2,042,298	977,958	47.89%	896,061	45.42%
Non-Departmental:						
Reserves - Compensation	785,000	785,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	163,000	163,000	-	0.00%	-	0.00%
Non-Departmental Police	4,250,035	3,862,435	1,447,668	37.48%	4,928,751	47.37%
Total Non-Departmental	5,198,035	4,810,435	1,447,668	30.09%	4,928,751	43.88%
TOTAL APPROPRIATIONS	\$ 199,006,869	\$ 199,006,869	\$ 84,666,277	42.54%	\$ 82,496,026	43.27%
Projected Fund Balance December 31	\$ 115,656,186	\$ 115,658,686				
Fund Balance as of Report Date			\$ 45,009,384			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Recreation Fund (105)

The Recreation Fund is used to account for the operations and maintenance of County parks and recreational facilities. Financing is provided by a specific property tax levy and miscellaneous revenues including admissions, concessions, and sport activity fees.

	FY 2024				FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 26,754,529	\$ 26,754,529	\$ 26,754,529			
Revenues:						
Taxes	\$ 51,603,419	\$ 51,603,419	\$ 1,597,202	3.10%	\$ 1,829,619	4.01%
Intergovernmental	197,000	197,000	354,738	180.07%	142,911	78.52%
Charges for Services	4,358,930	4,358,930	2,497,901	57.31%	2,420,902	55.71%
Investment Income	708,103	708,103	570,255	80.53%	519,835	401.84%
Contributions and Donations	29,171	29,171	365	1.25%	33,597	98.89%
Miscellaneous	2,692,576	2,692,576	1,715,986	63.73%	1,904,887	77.86%
Other Financing Sources	21,930	21,930	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 59,611,129	\$ 59,611,129	\$ 6,736,447	11.30%	\$ 6,851,751	12.99%
Appropriations:						
Community Services	\$ 56,149,446	\$ 56,149,446	\$ 24,764,979	44.11%	\$ 22,316,775	44.73%
Support Services	40,140	40,140	12,737	31.73%	21,044	59.38%
Non-Departmental:						
Reserves - Compensation	114,000	114,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	13,000	13,000	-	0.00%	-	0.00%
Non-Departmental Recreation Fund	1,058,227	1,058,227	392,613	37.10%	314,972	34.50%
Total Non-Departmental	1,185,227	1,185,227	392,613	33.13%	314,972	30.70%
Appropriations without Contribution to Fund Balance	57,374,813	57,374,813	25,170,329	43.87%	22,652,791	44.46%
Contribution to Fund Balance	2,236,316	2,236,316	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 59,611,129	\$ 59,611,129	\$ 25,170,329	42.22%	\$ 22,652,791	42.95%
Projected Fund Balance December 31	\$ 28,990,845	\$ 28,990,845				
Fund Balance as of Report Date			\$ 8,320,647			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Economic Development Tax Fund (160)

The Economic Development Tax Fund is used to account for the accumulation of resources to provide funds for financial assistance to the Development Authority of Gwinnett County for economic development purposes in accordance with O.C.G.A. § 48-5-220(20).

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 15,890,936	\$ 15,890,936	\$ 15,890,936			
Revenues:						
Taxes	\$ 14,541,022	\$ 14,541,022	\$ 489,782	3.37%	\$ 546,264	4.07%
Intergovernmental	59,000	59,000	31,645	53.64%	29,984	54.52%
Investment Income	194,000	194,000	401,309	206.86%	283,547	-
Revenues without Use of Fund Balance	14,794,022	14,794,022	922,736	6.24%	859,795	6.38%
Use of Fund Balance	6,298,753	6,298,753	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 21,092,775	\$ 21,092,775	\$ 922,736	4.37%	\$ 859,795	4.75%
Appropriations:						
Non-Departmental:						
Development Authority Activity	\$ 21,092,775	\$ 21,092,775	\$ 8,110,457	38.45%	\$ 3,509,154	19.37%
Total Non-Departmental	21,092,775	21,092,775	8,110,457	38.45%	3,509,154	19.37%
TOTAL APPROPRIATIONS	\$ 21,092,775	\$ 21,092,775	\$ 8,110,457	38.45%	\$ 3,509,154	19.37%
Projected Fund Balance December 31	\$ 9,592,183	\$ 9,592,183				
Fund Balance as of Report Date			\$ 8,703,215			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Gwinnett Place TAD Fund (165)

The Gwinnett Place TAD Fund is used to account for positive tax increment revenues attributable to the Gwinnett Place Tax Allocation District (TAD). These revenues are used to pay for redevelopment costs that provide substantial public benefit in accordance with the Gwinnett Place Redevelopment Plan. This district includes properties in the Gwinnett Place Community Improvement District which is located in the Gwinnett Place Redevelopment Area at the intersection of I-85 and Pleasant Hill Road in Duluth.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 7,483,783	\$ 7,483,783	\$ 7,483,783			
Revenues:						
Taxes	\$ -	\$ -	\$ 243,093	-	\$ 86,706	-
Investment Income	192,208	192,208	183,738	95.59%	109,919	-
Miscellaneous	-	-	-	-	10,000	-
TOTAL REVENUES	<u>\$ 192,208</u>	<u>\$ 192,208</u>	<u>\$ 426,831</u>	222.07%	<u>\$ 206,625</u>	-
Appropriations:						
Planning and Development	\$ 100,000	\$ 100,000	\$ 10,781	10.78%	\$ -	-
Appropriations without Contribution to Fund Balance	100,000	100,000	10,781	10.78%	-	-
Contribution to Fund Balance	92,208	92,208	-	0.00%	-	-
TOTAL APPROPRIATIONS	<u>\$ 192,208</u>	<u>\$ 192,208</u>	<u>\$ 10,781</u>	5.61%	<u>\$ -</u>	-
Projected Fund Balance December 31	\$ 7,575,991	\$ 7,575,991				
Fund Balance as of Report Date			\$ 7,899,833			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Indian Trail TAD Fund (162)

The Indian Trail TAD Fund is used to account for positive tax increment revenues attributable to the Indian Trail Tax Allocation District (TAD). These revenues are used to pay for redevelopment costs that provide substantial public benefit in accordance with the Indian Trail Redevelopment Plan. The Indian Trail TAD is located in the Gateway85 Gwinnett Community Improvement District at the I-85 and Indian Trail-Lilburn Road interchange adjacent to the city of Norcross.

	FY 2024			FY 2023		
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 8,088,760	\$ 8,088,760	\$ 8,088,760			
Revenues:						
Taxes	\$ -	\$ -	\$ 111,549	-	\$ 265,287	-
Investment Income	182,651	182,651	183,001	100.19%	92,980	-
TOTAL REVENUES	<u>\$ 182,651</u>	<u>\$ 182,651</u>	<u>\$ 294,550</u>	161.26%	<u>\$ 358,267</u>	-
Appropriations:						
Planning and Development	\$ 100,000	\$ 100,000	\$ -	0.00%	\$ -	-
Appropriations without Contribution to Fund Balance	100,000	100,000	-	0.00%	-	-
Contribution to Fund Balance	82,651	82,651	-	0.00%	-	-
TOTAL APPROPRIATIONS	<u>\$ 182,651</u>	<u>\$ 182,651</u>	<u>\$ -</u>	0.00%	<u>\$ -</u>	-
Projected Fund Balance December 31	\$ 8,171,411	\$ 8,171,411				
Fund Balance as of Report Date			\$ 8,383,310			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Jimmy Carter Boulevard TAD Fund (161)

The Jimmy Carter Boulevard TAD Fund is used to account for positive tax increment revenues attributable to the Jimmy Carter Tax Allocation District (TAD). These revenues are used to pay for redevelopment costs that provide substantial public benefit in accordance with the Jimmy Carter Boulevard Redevelopment Plan. The Jimmy Carter Boulevard TAD is located in the Gateway85 Gwinnett Community Improvement District along the Jimmy Carter Boulevard corridor adjacent to the city of Norcross.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 24,880,486	\$ 24,880,486	\$ 24,880,486			
Revenues:						
Taxes	\$ -	\$ -	\$ 394,761	-	\$ 415,369	-
Investment Income	755,409	755,409	595,333	78.81%	391,770	-
TOTAL REVENUES	<u>\$ 755,409</u>	<u>\$ 755,409</u>	<u>\$ 990,094</u>	131.07%	<u>\$ 807,139</u>	-
Appropriations:						
Planning and Development	\$ 100,000	\$ 100,000	\$ -	0.00%	\$ -	-
Appropriations without Contribution to Fund Balance	100,000	100,000	-	0.00%	-	-
Contribution to Fund Balance	655,409	655,409	-	0.00%	-	-
TOTAL APPROPRIATIONS	<u>\$ 755,409</u>	<u>\$ 755,409</u>	<u>\$ -</u>	0.00%	<u>\$ -</u>	-
Projected Fund Balance December 31	\$ 25,535,895	\$ 25,535,895				
Fund Balance as of Report Date			\$ 25,870,580			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Lake Lucerne TAD Fund (164)

The Lake Lucerne TAD Fund is used to account for positive tax increment revenues attributable to the Lake Lucerne Tax Allocation District (TAD). These revenues are used to pay for redevelopment costs that provide substantial public benefit in accordance with the Lake Lucerne Redevelopment Plan. The Lake Lucerne TAD is located in the Evermore Community Improvement District at the intersection of Highway 78 (Stone Mountain Highway) and Killian Hill Road.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 2,641,770	\$ 2,641,770	\$ 2,641,770			
Revenues:						
Taxes	\$ -	\$ -	\$ 42,062	-	\$ 33,603	-
Investment Income	57,109	57,109	60,150	105.32%	11,894	-
Revenues without Use of Fund Balance	57,109	57,109	102,212	178.98%	45,497	-
Use of Fund Balance	42,891	42,891	-	0.00%	-	-
TOTAL REVENUES	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ 102,212</u>	102.21%	<u>\$ 45,497</u>	-
Appropriations:						
Planning and Development	\$ 100,000	\$ 100,000	\$ -	0.00%	\$ -	-
TOTAL APPROPRIATIONS	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ -</u>	0.00%	<u>\$ -</u>	-
Projected Fund Balance December 31	\$ 2,598,879	\$ 2,598,879				
Fund Balance as of Report Date			\$ 2,743,982			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Park Place TAD Fund (163)

The Park Place TAD Fund is used to account for positive tax increment revenues attributable to the Park Place Tax Allocation District (TAD). These revenues are used to pay for redevelopment costs that provide substantial public benefit in accordance with the Park Place Redevelopment Plan. The Park Place TAD is located in the Evermore Community Improvement District at the intersection of Highway 78 (Stone Mountain Highway) and Rockbridge Road.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 5,189,359	\$ 5,189,359	\$ 5,189,358			
Revenues:						
Taxes	\$ -	\$ -	\$ 39,273	-	\$ 7,744	-
Investment Income	146,237	146,237	118,294	80.89%	87,805	-
TOTAL REVENUES	\$ 146,237	\$ 146,237	\$ 157,567	107.75%	\$ 95,549	-
Appropriations:						
Planning and Development	\$ 100,000	\$ 100,000	\$ -	0.00%	\$ -	-
Appropriations without Contribution to Fund Balance	100,000	100,000	-	0.00%	-	-
Contribution to Fund Balance	46,237	46,237	-	0.00%	-	-
TOTAL APPROPRIATIONS	\$ 146,237	\$ 146,237	\$ -	0.00%	\$ -	-
Projected Fund Balance December 31	\$ 5,235,596	\$ 5,235,596				
Fund Balance as of Report Date			\$ 5,346,925			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

The Exchange at Gwinnett TAD Fund (166)

The Exchange at Gwinnett TAD Fund is used to account for positive tax increment revenues attributable to The Exchange at Gwinnett Tax Allocation District (TAD). These revenues are used to pay for redevelopment costs that abate or eliminate deleterious effects of inadequate infrastructure in accordance with The Exchange at Gwinnett Redevelopment Plan. This district includes properties at the southeast quadrant of the intersection of Interstate 85 and Georgia Highway 20 in the northern portion of the County.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 7,544,394	\$ 7,544,394	\$ 7,544,394			
Revenues:						
Taxes	\$ -	\$ -	\$ 38,280	-	\$ 197,839	-
Investment Income	111,128	111,128	111,999	100.78%	87,650	-
Revenues without Use of Fund Balance	111,128	111,128	150,279	135.23%	285,489	-
Use of Fund Balance	2,398,397	2,398,397	-	0.00%	-	0.00%
TOTAL REVENUES	<u>\$ 2,509,525</u>	<u>\$ 2,509,525</u>	<u>\$ 150,279</u>	5.99%	<u>\$ 285,489</u>	6.46%
Appropriations:						
Planning and Development	\$ 2,509,525	\$ 2,509,525	\$ 4,694	0.19%	\$ 1,273,453	28.82%
TOTAL APPROPRIATIONS	<u>\$ 2,509,525</u>	<u>\$ 2,509,525</u>	<u>\$ 4,694</u>	0.19%	<u>\$ 1,273,453</u>	28.82%
Projected Fund Balance December 31	\$ 5,145,997	\$ 5,145,997				
Fund Balance as of Report Date			\$ 7,689,979			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

The Exchange at Gwinnett TAD Debt Service Fund (966)

The Exchange at Gwinnett TAD Debt Service Fund (966) is used to account for the payment of long-term principal and interest related to redevelopment bonds associated with The Exchange at Gwinnett Tax Allocation District. Debt service payments occur biannually.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 168,111	\$ 168,111	\$ 168,111			
Revenues:						
Investment Income	\$ -	\$ -	\$ 105,306	-	\$ 141,260	-
Other Financing Sources	2,501,525	2,501,525	372	0.01%	1,250,763	50.00%
TOTAL REVENUES	<u>\$ 2,501,525</u>	<u>\$ 2,501,525</u>	<u>\$ 105,678</u>	4.22%	<u>\$ 1,392,023</u>	55.65%
Appropriations:						
Debt Service	\$ 2,501,525	\$ 2,501,525	\$ -	0.00%	\$ -	0.00%
TOTAL APPROPRIATIONS	<u>\$ 2,501,525</u>	<u>\$ 2,501,525</u>	<u>\$ -</u>	0.00%	<u>\$ -</u>	0.00%
Projected Fund Balance December 31	\$ 168,111	\$ 168,111				
Fund Balance as of Report Date			\$ 273,789			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Speed Hump Fund (003)

The Speed Hump Fund supports the County's speed hump program. Revenues are generated from properties benefiting from existing speed humps for the purpose of maintenance. Charges for Services are collected as special assessment fees in the fourth quarter with property tax collections.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 468,808	\$ 468,808	\$ 468,807			
Revenues:						
Charges for Services	\$ 160,000	\$ 160,000	\$ 2,685	1.68%	\$ 2,204	1.55%
Investment Income	25,016	25,016	11,964	47.83%	11,265	170.17%
Revenues without Use of Fund Balance	185,016	185,016	14,649	7.92%	13,469	9.06%
Use of Fund Balance	277,649	277,649	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 462,665	\$ 462,665	\$ 14,649	3.17%	\$ 13,469	2.53%
Appropriations:						
Transportation	\$ 462,665	\$ 462,665	\$ 149,615	32.34%	\$ 160,277	30.12%
TOTAL APPROPRIATIONS	\$ 462,665	\$ 462,665	\$ 149,615	32.34%	\$ 160,277	30.12%
Projected Fund Balance December 31	\$ 191,159	\$ 191,159				
Fund Balance as of Report Date			\$ 333,841			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Street Lighting Fund (002)

The Street Lighting Fund supports the County's street light program. Revenues are generated from properties benefiting from existing street lights for the purpose of utility payments. Charges for Services are collected as special assessment fees in the fourth quarter with property tax collections.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 3,072,526	\$ 3,072,526	\$ 3,072,526			
Revenues:						
Charges for Services	\$ 10,000,000	\$ 10,010,842	\$ 150,096	1.50%	\$ 123,148	1.34%
Investment Income	-	-	57,815	-	32,963	-
Miscellaneous	-	-	15,204	-	38,441	-
Revenues without Use of Fund Balance	10,000,000	10,010,842	223,115	2.23%	194,552	2.12%
Use of Fund Balance	180,252	180,252	-	0.00%	-	-
TOTAL REVENUES	\$ 10,180,252	\$ 10,191,094	\$ 223,115	2.19%	\$ 194,552	2.12%
Appropriations:						
Transportation	\$ 10,170,252	\$ 10,181,094	\$ 3,890,891	38.22%	\$ 3,758,354	43.20%
Non-Departmental:						
Reserves - Compensation	10,000	10,000	-	0.00%	-	0.00%
Total Non-Departmental	10,000	10,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 10,180,252	\$ 10,191,094	\$ 3,890,891	38.18%	\$ 3,758,354	40.91%
Projected Fund Balance December 31	\$ 2,892,274	\$ 2,892,274				
Fund Balance as of Report Date			\$ (595,250)			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Authority Imaging Fund (020)

The Authority Imaging Fund accounts for revenues received from fees collected by the Clerk of Superior Court Authority for document printing. These monies must be used for the development, implementation, and maintenance of a state-wide automated information system.

	FY 2024				FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 6,758,824	\$ 6,758,824	\$ 6,758,824			
Revenues:						
Charges for Services	\$ 930,078	\$ 930,078	\$ 254,340	27.35%	\$ 215,399	23.16%
Investment Income	-	-	30,909	-	15,640	-
Revenues without Use of Fund Balance	930,078	930,078	285,249	30.67%	231,039	24.84%
Use of Fund Balance	569,922	569,922	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 1,500,000	\$ 1,500,000	\$ 285,249	19.02%	\$ 231,039	15.40%
Appropriations:						
Clerk of Court	\$ 1,500,000	\$ 1,500,000	\$ 18,607	1.24%	\$ -	0.00%
TOTAL APPROPRIATIONS	\$ 1,500,000	\$ 1,500,000	\$ 18,607	1.24%	\$ -	0.00%
Projected Fund Balance December 31	\$ 6,188,902	\$ 6,188,902				
Fund Balance as of Report Date			\$ 7,025,466			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Corrections Inmate Welfare Fund (085)

The Corrections Inmate Welfare Fund accounts for proceeds received from commissary sales to provide recreational materials for the benefit of the inmates at the Corrections Facility.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 391,998	\$ 391,998	\$ 391,998			
Revenues:						
Charges for Services	\$ 113,500	\$ 113,500	\$ 74,438	65.58%	\$ 58,167	41.25%
Miscellaneous	8,500	8,500	4,635	54.53%	5,889	36.81%
TOTAL REVENUES	<u>\$ 122,000</u>	<u>\$ 122,000</u>	<u>\$ 79,073</u>	64.81%	<u>\$ 64,056</u>	40.80%
Appropriations:						
Corrections	\$ 102,229	\$ 102,229	\$ 41,770	40.86%	\$ 20,287	19.53%
Appropriations without Contribution to Fund Balance	102,229	102,229	41,770	40.86%	20,287	19.53%
Contribution to Fund Balance	19,771	19,771	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	<u>\$ 122,000</u>	<u>\$ 122,000</u>	<u>\$ 41,770</u>	34.24%	<u>\$ 20,287</u>	12.92%
Projected Fund Balance December 31	\$ 411,769	\$ 411,769				
Fund Balance as of Report Date			\$ 429,301			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Crime Victims Assistance Fund (075)

The Crime Victims Assistance Fund accounts for revenues received from a five percent (5%) charge collected on fines within the Recorders, Juvenile, State, Superior, and Magistrate Courts of Gwinnett County. Revenues are also received from five percent (5%) of fines from municipalities within Gwinnett County. These funds must be used to provide assistance to crime victims. Revenue is split between the Solicitor's and District Attorney's offices.

The Revenue collected is distributed as follows:

- Superior Court Fines - 100% District Attorney
- State Court Fines - 100% Solicitor
- Municipal Recorder's Court - Total less subsidies, if any, with the remainder 50% Solicitor and 50% District Attorney
- Magistrate Court, Recorder's Court, and Juvenile Court - 50% Solicitor and 50% District Attorney
- Interest Earned Dividends - 50% Solicitor and 50% District Attorney

	FY 2024				FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 431,246	\$ 431,246	\$ 431,246			
Revenues:						
Fines and Forfeitures	\$ 584,469	\$ 584,469	\$ 276,917	47.38%	\$ 264,580	45.00%
Investment Income	-	-	2,624	-	2,161	-
Revenues without Use of Fund Balance	584,469	584,469	279,541	47.83%	266,741	45.37%
Use of Fund Balance	158,358	158,358	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 742,827	\$ 742,827	\$ 279,541	37.63%	\$ 266,741	36.95%
Appropriations:						
District Attorney	\$ 361,348	\$ 361,348	\$ 171,926	47.58%	\$ 160,274	45.85%
Solicitor General	371,479	371,479	138,089	37.17%	104,549	28.85%
Non-Departmental:						
Reserves - Compensation	10,000	10,000	-	0.00%	-	0.00%
Total Non-Departmental	10,000	10,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 742,827	\$ 742,827	\$ 310,015	41.73%	\$ 264,823	36.68%
Projected Fund Balance December 31	\$ 272,888	\$ 272,888				
Fund Balance as of Report Date			\$ 400,772			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

DA Federal Justice Asset Sharing Fund (080)

The District Attorney Federal Justice Asset Sharing Fund accounts for revenues received from an equitable sharing agreement between the Department of Justice and the Gwinnett County District Attorney for proceeds from confiscations. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against federal and state guidelines.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 202,374	\$ 202,374	\$ 202,374			
Revenues:						
Miscellaneous	\$ -	\$ -	\$ -	-	\$ 450	-
Revenues without Use of Fund Balance	-	-	-	-	450	-
Use of Fund Balance	135,000	135,000	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 135,000	\$ 135,000	\$ -	0.00%	\$ 450	0.33%
Appropriations:						
District Attorney	\$ 135,000	\$ 135,000	\$ 12,088	8.95%	\$ 45,781	33.91%
TOTAL APPROPRIATIONS	\$ 135,000	\$ 135,000	\$ 12,088	8.95%	\$ 45,781	33.91%
Projected Fund Balance December 31	\$ 67,374	\$ 67,374				
Fund Balance as of Report Date			\$ 190,286			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

DA Federal Treasury Asset Sharing Fund (082)

The District Attorney Federal Treasury Asset Sharing Fund (082) accounts for revenues received from an equitable sharing agreement between the Department of Treasury and the Gwinnett County District Attorney for proceeds from confiscations. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against federal and state guidelines.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 52,972	\$ 52,972	\$ 52,972			
Revenues:						
TOTAL REVENUES	\$ -	\$ -	\$ -	-	\$ -	-
Appropriations:						
District Attorney	\$ -	\$ -	\$ -	-	\$ -	-
TOTAL APPROPRIATIONS	\$ -	\$ -	\$ -	-	\$ -	-
Projected Fund Balance December 31	\$ 52,972	\$ 52,972				
Fund Balance as of Report Date			\$ 52,972			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

DA Special State Fund (083)

The District Attorney Special State Fund accounts for revenues resulting from the confiscation of assets or funds resulting from legal actions related to unlawful activities. In accordance with State Law, the Gwinnett County District Attorney's office is entitled to 10% of the funds obtained through civil forfeiture proceedings. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against state guidelines.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 2,971	\$ 2,971	\$ 2,971			
Revenues:						
Fines and Forfeitures	\$ -	\$ 7,042	\$ 21,670	307.73%	\$ -	-
Revenues without Use of Fund Balance	-	7,042	21,670	307.73%	-	-
Use of Fund Balance	2,200	2,200	-	0.00%	-	-
TOTAL REVENUES	\$ 2,200	\$ 9,242	\$ 21,670	234.47%	\$ -	-
Appropriations:						
District Attorney	\$ 2,200	\$ 9,242	\$ -	0.00%	\$ -	-
TOTAL APPROPRIATIONS	\$ 2,200	\$ 9,242	\$ -	0.00%	\$ -	-
Projected Fund Balance December 31	\$ 771	\$ 771				
Fund Balance as of Report Date			\$ 24,641			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

E-911 Fund (095)

The E-911 Fund accounts for operations of the E-911 Communications Center. Revenues are primarily received from monthly subscriber fees remitted by wired and wireless telecommunication providers. Expenditures must comply with O.C.G.A., Title 46, Chapter 5, Article 2, Part 4.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 39,494,828	\$ 39,494,828	\$ 39,494,828			
Revenues:						
Charges for Services	\$ 23,723,700	\$ 23,723,700	\$ 8,114,798	34.21%	\$ 7,872,076	34.03%
Investment Income	1,633,507	1,633,507	756,989	46.34%	502,441	138.96%
Revenues without Use of Fund Balance	25,357,207	25,357,207	8,871,787	34.99%	8,374,517	35.65%
Use of Fund Balance	4,365,439	4,365,439	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 29,722,646	\$ 29,722,646	\$ 8,871,787	29.85%	\$ 8,374,517	31.21%
Appropriations:						
Police Services	\$ 26,217,862	\$ 26,217,862	\$ 10,715,184	40.87%	\$ 9,176,197	39.20%
Non-Departmental:						
Reserves - Compensation	89,000	89,000	-	0.00%	-	0.00%
Other Governmental Agencies	2,865,784	2,865,784	1,432,892	50.00%	1,396,143	50.00%
Non-Departmental E-911	550,000	550,000	-	0.00%	-	0.00%
Total Non-Departmental	3,504,784	3,504,784	1,432,892	40.88%	1,396,143	40.82%
TOTAL APPROPRIATIONS	\$ 29,722,646	\$ 29,722,646	\$ 12,148,076	40.87%	\$ 10,572,340	39.40%
Projected Fund Balance December 31	\$ 35,129,389	\$ 35,129,389				
Fund Balance as of Report Date			\$ 36,218,539			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Juvenile Court Supervision Fund (030)

The Juvenile Court Supervision Fund accounts for revenues collected as supervision fees from those who are placed under the courts' formal or informal supervision in order for the court to use those collections toward expenses for specific ancillary services.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 282,932	\$ 282,932	\$ 282,932			
Revenues:						
Charges for Services	\$ 30,000	\$ 30,000	\$ 25,621	85.40%	\$ 28,639	95.46%
Revenues without Use of Fund Balance	30,000	30,000	25,621	85.40%	28,639	95.46%
Use of Fund Balance	25,100	25,100	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 55,100	\$ 55,100	\$ 25,621	46.50%	\$ 28,639	51.98%
Appropriations:						
Juvenile Court	\$ 55,100	\$ 55,100	\$ 20,790	37.73%	\$ 11,955	21.70%
TOTAL APPROPRIATIONS	\$ 55,100	\$ 55,100	\$ 20,790	37.73%	\$ 11,955	21.70%
Projected Fund Balance December 31	\$ 257,832	\$ 257,832				
Fund Balance as of Report Date			\$ 287,763			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Opioid Remediation Fund (015)

The Opioid Remediation Fund is used to account for the receipt of settlements from the National Opioid Abatement Trust. These funds must be used for approved opioid abatement strategies.

	FY 2024			FY 2023		
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 2,162,879	\$ 2,162,879	\$ 2,162,879			
Revenues:						
Investment Income	\$ -	\$ -	\$ 57,640	-	\$ 31,747	-
Miscellaneous	-	-	1,357,010	-	183,641	-
TOTAL REVENUES	\$ -	\$ -	\$ 1,414,650	-	\$ 215,388	-
Appropriations:						
Projected Fund Balance December 31	\$ 2,162,879	\$ 2,162,879				
Fund Balance as of Report Date			\$ 3,577,529			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Police Special Justice Fund (070)

The Police Special Justice Fund accounts for revenues resulting from the U.S. Department of Justice confiscation of money or the sale of property from illegal drug and narcotics activities. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against federal guidelines.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 1,074,875	\$ 1,074,875	\$ 1,074,875			
Revenues:						
Fines and Forfeitures	\$ -	\$ 110,842	\$ 110,842	100.00%	\$ 28,302	100.00%
Revenues without Use of Fund Balance	-	110,842	110,842	100.00%	28,302	100.00%
Use of Fund Balance	278,127	167,285	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 278,127	\$ 278,127	\$ 110,842	39.85%	\$ 28,302	9.36%
Appropriations:						
Police Services	\$ 278,127	\$ 278,127	\$ -	0.00%	\$ 9,706	3.21%
TOTAL APPROPRIATIONS	\$ 278,127	\$ 278,127	\$ -	0.00%	\$ 9,706	3.21%
Projected Fund Balance December 31	\$ 796,748	\$ 907,590				
Fund Balance as of Report Date			\$ 1,185,717			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Police Special State Fund (072)

The Police Special State Fund accounts for revenues resulting from the State of Georgia's confiscation of money or the sale of property from illegal drug and narcotics activities. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against state guidelines.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 979,322	\$ 979,322	\$ 979,322			
Revenues:						
Fines and Forfeitures	\$ -	\$ 173,465	\$ 173,465	100.00%	\$ 244,543	101.19%
Revenues without Use of Fund Balance	-	173,465	173,465	100.00%	244,543	101.19%
Use of Fund Balance	95,000	-	-	-	-	0.00%
TOTAL REVENUES	\$ 95,000	\$ 173,465	\$ 173,465	100.00%	\$ 244,543	47.68%
Appropriations:						
Police Services	\$ 95,000	\$ 95,000	\$ 25,240	26.57%	\$ 136,135	26.54%
Appropriations without Contribution to Fund Balance	95,000	95,000	25,240	26.57%	136,135	26.54%
Contribution to Fund Balance	-	78,465	-	0.00%	-	-
TOTAL APPROPRIATIONS	\$ 95,000	\$ 173,465	\$ 25,240	14.55%	\$ 136,135	26.54%
Projected Fund Balance December 31	\$ 884,322	\$ 1,057,787				
Fund Balance as of Report Date			\$ 1,127,547			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Sheriff Inmate Fund (090)

The Sheriff Inmate Fund accounts for proceeds received from inmates' services and commissary purchases and for expenditures that benefit the inmates.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 4,466,006	\$ 4,466,006	\$ 4,466,006			
Revenues:						
Charges for Services	\$ 1,152,609	\$ 1,152,609	\$ 463,148	40.18%	\$ 200,764	36.33%
Investment Income	151,837	151,837	94,264	62.08%	49,229	-
TOTAL REVENUES	<u>\$ 1,304,446</u>	<u>\$ 1,304,446</u>	<u>\$ 557,412</u>	42.73%	<u>\$ 249,993</u>	36.14%
Appropriations:						
Sheriff	\$ 509,345	\$ 509,345	\$ 143,035	28.08%	\$ 120,439	17.41%
Appropriations without Contribution to Fund Balance	509,345	509,345	143,035	28.08%	120,439	17.41%
Contribution to Fund Balance	795,101	795,101	-	0.00%	-	-
TOTAL APPROPRIATIONS	<u>\$ 1,304,446</u>	<u>\$ 1,304,446</u>	<u>\$ 143,035</u>	10.97%	<u>\$ 120,439</u>	17.41%
Projected Fund Balance December 31	\$ 5,261,107	\$ 5,261,107				
Fund Balance as of Report Date			\$ 4,880,383			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Sheriff Special Justice Fund (065)

The Sheriff Special Justice Fund accounts for revenues resulting from the U.S. Department of Justice confiscation of money or the sale of property from illegal drug and narcotics activities. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against federal guidelines.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 604,462	\$ 604,462	\$ 604,462			
Revenues:						
Fines and Forfeitures	\$ -	\$ 44,516	\$ 45,005	101.10%	\$ 38,134	100.00%
Revenues without Use of Fund Balance	-	44,516	45,005	101.10%	38,134	100.00%
Use of Fund Balance	350,000	350,000	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 350,000	\$ 394,516	\$ 45,005	11.41%	\$ 38,134	21.41%
Appropriations:						
Sheriff	\$ 350,000	\$ 394,516	\$ -	0.00%	\$ 95,687	53.72%
TOTAL APPROPRIATIONS	\$ 350,000	\$ 394,516	\$ -	0.00%	\$ 95,687	53.72%
Projected Fund Balance December 31	\$ 254,462	\$ 254,462				
Fund Balance as of Report Date			\$ 649,467			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Sheriff Special Treasury Fund (066)

The Sheriff Special Treasury Fund accounts for revenues resulting from the U.S. Department of Treasury confiscation of money or the sale of property from illegal drug and narcotics activities. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against federal guidelines.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 190,302	\$ 190,302	\$ 190,302			
Revenues:						
Use of Fund Balance	\$ 75,000	\$ 75,000	\$ -	0.00%	\$ -	0.00%
TOTAL REVENUES	\$ 75,000	\$ 75,000	\$ -	0.00%	\$ -	0.00%
Appropriations:						
Sheriff	\$ 75,000	\$ 75,000	\$ -	0.00%	\$ -	0.00%
TOTAL APPROPRIATIONS	\$ 75,000	\$ 75,000	\$ -	0.00%	\$ -	0.00%
Projected Fund Balance December 31	\$ 115,302	\$ 115,302				
Fund Balance as of Report Date			\$ 190,302			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Sheriff Special State Fund (067)

The Sheriff Special State Fund accounts for revenues resulting from the State of Georgia's confiscation of money or the sale of property from illegal drug and narcotics activities. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against state guidelines.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 198,797	\$ 198,797	\$ 198,797			
Revenues:						
Fines and Forfeitures	\$ -	\$ 133,453	\$ 133,453	100.00%	\$ 69,653	102.48%
Investment Income	-	-	2,916	-	985	-
Revenues without Use of Fund Balance	-	133,453	136,369	102.19%	70,638	103.93%
Use of Fund Balance	70,000	70,000	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 70,000	\$ 203,453	\$ 136,369	67.03%	\$ 70,638	51.20%
Appropriations:						
Sheriff	\$ 70,000	\$ 203,453	\$ 78,078	38.38%	\$ -	0.00%
TOTAL APPROPRIATIONS	\$ 70,000	\$ 203,453	\$ 78,078	38.38%	\$ -	0.00%
Projected Fund Balance December 31	\$ 128,797	\$ 128,797				
Fund Balance as of Report Date			\$ 257,088			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Stadium Fund (055)

The Stadium Fund accumulates stadium-related revenues in order to pay debt service on the Stadium construction bonds and insurance expenditures. Motor vehicle rental excise taxes are receipted one month in arrears. Intergovernmental revenue is realized in the form of a one-time annual payment from the Gwinnett Convention and Visitors Bureau in January. Charges for Services revenues from ticket sales, parking, rental fees, and naming rights are received in April, June, and October. Debt service payments occur biannually in January and July.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 3,992,534	\$ 3,992,534	\$ 3,992,534			
Revenues:						
Taxes	\$ 1,109,000	\$ 1,109,000	\$ 398,925	35.97%	\$ 496,119	61.71%
Intergovernmental	400,000	400,000	400,000	100.00%	400,000	100.00%
Charges for Services	1,258,887	1,258,887	568,049	45.12%	488,900	42.33%
Investment Income	58,200	58,200	72,299	124.23%	37,450	301.72%
TOTAL REVENUES	<u>\$ 2,826,087</u>	<u>\$ 2,826,087</u>	<u>\$ 1,439,273</u>	50.93%	<u>\$ 1,422,469</u>	59.98%
Appropriations:						
Stadium Operations	\$ 2,225,544	\$ 2,225,544	\$ 1,756,832	78.94%	\$ 1,727,481	78.46%
Appropriations without Contribution to Fund Balance	2,225,544	2,225,544	1,756,832	78.94%	1,727,481	78.46%
Contribution to Fund Balance	600,543	600,543	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	<u>\$ 2,826,087</u>	<u>\$ 2,826,087</u>	<u>\$ 1,756,832</u>	62.16%	<u>\$ 1,727,481</u>	72.85%
Projected Fund Balance December 31	\$ 4,593,077	\$ 4,593,077				
Fund Balance as of Report Date			\$ 3,674,975			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Tree Bank Fund (040)

This fund accounts for activities related to the Gwinnett County Buffer, Landscape and Tree Ordinance. During the permitting process, the developer has the option to pay money when the required tree density units cannot be met on site. The monies collected must be used by the Department of Planning and Development, Community Services and/or Support Services for the planting of trees at parks, greenways, fire stations, and libraries within the same commission district in which the development is located or within five miles of such district. Alternate planning locations may be approved by the Director of the Department of Planning and Development. Expenditures for this fund occur as projects are identified and approved.

	FY 2024				FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 643,201	\$ 643,201	\$ 643,201			
Revenues:						
Licenses and Permits	\$ 15,000	\$ 200,000	\$ 193,504	96.75%	\$ 39,420	262.80%
Investment Income	-	-	11,598	-	9,550	-
Revenues without Use of Fund Balance	15,000	200,000	205,102	102.55%	48,970	326.47%
Use of Fund Balance	85,000	85,000	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 100,000	\$ 285,000	\$ 205,102	71.97%	\$ 48,970	48.97%
Appropriations:						
Planning and Development	\$ 100,000	\$ 285,000	\$ -	0.00%	\$ -	0.00%
TOTAL APPROPRIATIONS	\$ 100,000	\$ 285,000	\$ -	0.00%	\$ -	0.00%
Projected Fund Balance December 31	\$ 558,201	\$ 558,201				
Fund Balance as of Report Date			\$ 848,303			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Tourism Fund (050)

The Tourism Fund accounts for the collection and disbursement of hotel/motel tax revenue in accordance with state law which includes debt service payments for the Gas South District and parking facility. Hotel/motel taxes are receipted one month in arrears. Other expenses associated with this fund are quarterly payments to the Gwinnett Convention and Visitors Bureau per a management agreement. Debt service payments occur biannually in March and September.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Fund Balance January 1	\$ 28,273,077	\$ 28,273,077	\$ 28,273,077			
Revenues:						
Taxes	\$ 14,039,000	\$ 14,039,000	\$ 5,845,725	41.64%	\$ 6,199,692	53.31%
Charges for Services	1,000	1,000	-	0.00%	168	16.80%
Investment Income	510,000	510,000	458,000	89.80%	339,467	223.97%
Miscellaneous	45,119	45,119	-	0.00%	-	-
Revenues without Use of Fund Balance	14,595,119	14,595,119	6,303,725	43.19%	6,539,327	55.51%
Use of Fund Balance	4,137,450	4,137,450	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 18,732,569	\$ 18,732,569	\$ 6,303,725	33.65%	\$ 6,539,327	42.54%
Appropriations:						
Facility Debt	\$ 13,679,929	\$ 13,679,929	\$ 2,767,464	20.23%	\$ 2,803,643	24.81%
Tourism	5,052,640	5,052,640	2,504,977	49.58%	2,126,171	52.24%
TOTAL APPROPRIATIONS	\$ 18,732,569	\$ 18,732,569	\$ 5,272,441	28.15%	\$ 4,929,814	32.07%
Projected Fund Balance December 31	\$ 24,135,627	\$ 24,135,627				
Fund Balance as of Report Date			\$ 29,304,361			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Airport Operating Fund (520)

The Airport Operating Fund accounts for the operation and maintenance of the County airport, Briscoe Field.

	FY 2024				FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Net Position January 1	\$ 1,250,731	\$ 1,250,731	\$ 1,250,731			
Revenues:						
Charges for Services	\$ 150,000	\$ 150,000	\$ 96,176	64.12%	\$ 90,363	54.11%
Investment Income	51,460	51,460	28,893	56.15%	14,588	-
Miscellaneous	975,000	975,000	637,099	65.34%	583,399	73.85%
Other Financing Sources	25,000	25,000	12,500	50.00%	450,000	50.00%
Revenues without Use of Net Position	1,201,460	1,201,460	774,668	64.48%	1,138,350	61.30%
Use of Net Position	734,846	734,846	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 1,936,306	\$ 1,936,306	\$ 774,668	40.01%	\$ 1,138,350	50.02%
Appropriations:						
Transportation*	\$ 1,925,306	\$ 1,925,306	\$ 806,791	41.90%	\$ 918,296	40.53%
Non-Departmental:						
Reserves - Compensation	10,000	10,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	1,000	1,000	-	0.00%	-	-
Total Non-Departmental	11,000	11,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 1,936,306	\$ 1,936,306	\$ 806,791	41.67%	\$ 918,296	40.35%
Projected Net Position December 31	\$ 515,885	\$ 515,885				
Net Position as of Report Date			\$ 1,218,608			

* Includes amounts transferred to the renewal and extension fund for capital improvement purposes.

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Economic Development Operating Fund (530)

The Economic Development Operating Fund supports debt service and operations related to economic development. Debt service payments occur biannually in March and September.

	FY 2024				FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Net Position January 1	\$ 13,246,441	\$ 13,246,441	\$ 13,246,441			
Revenues:						
Investment Income	\$ 188,078	\$ 188,078	\$ 144,204	76.67%	\$ 125,634	-
Miscellaneous	3,553,105	3,553,105	1,345,951	37.88%	3,562,694	69.84%
Other Financing Sources	3,800,000	3,800,000	-	0.00%	738,556	33.57%
Revenues without Use of Net Position	7,541,183	7,541,183	1,490,155	19.76%	4,426,884	60.63%
Use of Net Position	2,037,011	2,037,011	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 9,578,194	\$ 9,578,194	\$ 1,490,155	15.56%	\$ 4,426,884	46.43%
Appropriations:						
Non-Departmental:						
Economic Development Activity	\$ 9,578,194	\$ 9,578,194	\$ 1,526,510	15.94%	\$ 2,074,903	21.76%
Total Non-Departmental	9,578,194	9,578,194	1,526,510	15.94%	2,074,903	21.76%
TOTAL APPROPRIATIONS	\$ 9,578,194	\$ 9,578,194	\$ 1,526,510	15.94%	\$ 2,074,903	21.76%
Projected Net Position December 31	\$ 11,209,430	\$ 11,209,430				
Net Position as of Report Date			\$ 13,210,086			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Local Transit Operating Fund (515)

The Local Transit Operating Fund accounts for the operation and maintenance of the Transit System. Revenues are received from fares and a contribution from the General Fund.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Net Position January 1	\$ 12,884,220	\$ 12,884,220	\$ 12,884,220			
Revenues:						
Charges for Services	\$ 2,292,685	\$ 2,292,685	\$ 1,056,123	46.06%	\$ 1,073,941	83.85%
Investment Income	588,033	588,033	305,320	51.92%	213,418	79.23%
Miscellaneous	-	-	8,481	-	9,121	-
Other Financing Sources	17,602,000	17,602,000	8,801,000	50.00%	9,250,000	50.00%
Revenues without Use of Net Position	20,482,718	20,482,718	10,170,924	49.66%	10,546,480	52.60%
Use of Net Position	8,667,109	8,667,109	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 29,149,827	\$ 29,149,827	\$ 10,170,924	34.89%	\$ 10,546,480	33.09%
Appropriations:						
Transportation*	\$ 29,137,827	\$ 29,137,827	\$ 7,585,147	26.03%	\$ 9,341,459	29.32%
Non-Departmental:						
Reserves - Compensation	12,000	12,000	-	0.00%	-	0.00%
Total Non-Departmental	12,000	12,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 29,149,827	\$ 29,149,827	\$ 7,585,147	26.02%	\$ 9,341,459	29.31%
Projected Net Position December 31	\$ 4,217,111	\$ 4,217,111				
Net Position as of Report Date			\$ 15,469,997			

* Includes amounts transferred to the renewal and extension fund for capital improvement purposes.

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Solid Waste Operating Fund (595)

The Solid Waste Operating Fund accounts for the operations as provided in the Solid Waste Collection and Disposal Services Ordinance. Tax revenues are received quarterly from non-exclusive franchise fees paid by commercial waste haulers. Residential service fees are paid by homeowners in unincorporated Gwinnett County and reported as Charges for Services. Payments to haulers lag one month.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Net Position January 1	\$ 23,671,332	\$ 23,671,332	\$ 23,671,332			
Revenues:						
Taxes	\$ 950,000	\$ 950,000	\$ 370,689	39.02%	\$ 371,622	39.12%
Charges for Services	55,343,022	55,343,022	27,680,373	50.02%	23,965,666	50.28%
Investment Income	1,593,989	1,593,989	1,349,209	84.64%	1,021,978	249.76%
Miscellaneous	100	100	683	683.00%	-	0.00%
Revenues without Use of Net Position	57,887,111	57,887,111	29,400,954	50.79%	25,359,266	51.72%
Use of Net Position	2,373,643	2,373,643	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 60,260,754	\$ 60,260,754	\$ 29,400,954	48.79%	\$ 25,359,266	44.08%
Appropriations:						
Support Services	\$ 60,217,722	\$ 60,217,722	\$ 24,777,876	41.15%	\$ 22,807,420	39.65%
Non-Departmental:						
Reserves - Compensation	10,000	10,000	-	0.00%	-	0.00%
Non-Departmental Solid Waste	33,032	33,032	16,516	50.00%	-	-
Total Non-Departmental	43,032	43,032	16,516	38.38%	-	0.00%
TOTAL APPROPRIATIONS	\$ 60,260,754	\$ 60,260,754	\$ 24,794,392	41.15%	\$ 22,807,420	39.65%
Projected Net Position December 31	\$ 21,297,689	\$ 21,297,689				
Net Position as of Report Date			\$ 28,277,894			

Payments to Haulers is included in the Support Services expense line item.

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Stormwater Operating Fund (590)

This fund supports the operation, maintenance, and capital improvement of the County's stormwater system. Charges for services are calculated based on the impervious surface of a parcel of land and are collected in the fourth quarter with property tax collections.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Net Position January 1	\$ 15,367,309	\$ 15,367,309	\$ 15,367,309			
Revenues:						
Charges for Services	\$ 31,391,917	\$ 31,391,917	\$ 869,927	2.77%	\$ 622,526	1.98%
Investment Income	192,000	192,000	336,460	175.24%	322,180	683.61%
Miscellaneous	-	-	303	-	-	-
TOTAL REVENUES	\$ 31,583,917	\$ 31,583,917	\$ 1,206,690	3.82%	\$ 944,706	2.88%
Appropriations:						
Planning and Development	\$ 2,011,861	\$ 2,011,861	\$ 773,084	38.43%	\$ 781,314	40.63%
Water Resources*	28,965,141	28,965,141	13,170,988	45.47%	6,431,175	20.92%
Non-Departmental:						
Reserves - Compensation	48,000	48,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	13,000	13,000	-	0.00%	-	0.00%
Non-Departmental Stormwater	88,000	88,000	-	0.00%	-	0.00%
Total Non-Departmental	149,000	149,000	-	0.00%	-	0.00%
Appropriations without Working Capital Reserve	31,126,002	31,126,002	13,944,072	44.80%	7,212,489	22.00%
Working Capital Reserve	457,915	457,915	-	0.00%	-	-
TOTAL APPROPRIATIONS	\$ 31,583,917	\$ 31,583,917	\$ 13,944,072	44.15%	\$ 7,212,489	22.00%
Projected Net Position December 31	\$ 15,825,224	\$ 15,825,224				
Net Position as of Report Date			\$ 2,629,927			

* Includes amounts transferred to the renewal and extension fund for capital improvement purposes.

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Water and Sewer Operating Fund (501)

This fund supports the operation, maintenance, and capital improvement of the water and sewer system. Revenues are received from monthly usage bills, connections fees, and development charges.

	FY 2024				FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Net Position January 1	\$ 191,867,735	\$ 191,867,735	\$ 191,867,735			
Revenues:						
Charges for Services	\$ 410,506,468	\$ 410,506,468	\$ 188,947,981	46.03%	\$ 179,016,185	46.23%
Investment Income	4,167,317	4,167,317	2,728,132	65.46%	2,343,543	160.32%
Contributions and Donations	29,483,721	29,483,721	16,355,508	55.47%	16,046,260	73.71%
Miscellaneous	-	-	113,461	-	178,171	356.34%
Revenues without Use of Net Position	444,157,506	444,157,506	208,145,082	46.86%	197,584,159	48.13%
Use of Net Position	23,112,136	37,328,345	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 467,269,642	\$ 481,485,851	\$ 208,145,082	43.23%	\$ 197,584,159	46.61%
Appropriations:						
Planning and Development	\$ 1,166,825	\$ 1,166,825	\$ 428,555	36.73%	\$ 466,479	41.41%
Water Resources*	465,425,817	479,642,026	223,953,793	46.69%	198,908,960	47.11%
Non-Departmental:						
Reserves - Compensation	476,000	476,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	101,000	101,000	-	0.00%	-	0.00%
Non-Departmental Water Resources	100,000	100,000	-	0.00%	-	0.00%
Total Non-Departmental	677,000	677,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 467,269,642	\$ 481,485,851	\$ 224,382,348	46.60%	\$ 199,375,439	47.03%
Projected Net Position December 31	\$ 168,755,599	\$ 154,539,390				
Net Position as of Report Date			\$ 175,630,469			

* Includes amounts transferred to the renewal and extension fund for capital improvement purposes.

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Administrative Support Fund (665)

The Administrative Support Fund accounts for the activities of all central support departments: County Administration (excluding the County Clerk, Community Outreach, Economic Development, Gwinnett Clean and Beautiful, and Internal Audit), Financial Services (excluding the Tax Assessor), Human Resources, Information Technology Services, Law, and Support Services. These activities are funded by indirect cost charges to all other funds receiving benefits.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Net Position January 1	\$ 26,927,512	\$ 26,927,512	\$ 26,927,512			
Revenues:						
Charges for Services	\$ 140,178,801	\$ 140,178,801	\$ 61,116,196	43.60%	\$ 53,484,185	41.78%
Investment Income	302,107	302,107	698,007	231.05%	236,767	117.56%
Miscellaneous	317,430	317,430	239,801	75.54%	306,716	89.89%
TOTAL REVENUES	\$ 140,798,338	\$ 140,798,338	\$ 62,054,004	44.07%	\$ 54,027,668	42.03%
Appropriations:						
Communications	\$ 8,931,489	\$ 8,931,489	\$ 3,707,698	41.51%	\$ 2,931,867	34.36%
County Administration	6,920,095	6,920,095	2,912,729	42.09%	1,123,501	27.38%
Financial Services	11,454,040	11,454,040	4,951,499	43.23%	5,927,297	43.45%
Human Resources	8,740,176	8,740,176	3,068,756	35.11%	2,666,266	40.33%
Information Technology Services	74,471,457	74,471,457	26,616,271	35.74%	21,440,597	31.62%
Law	3,852,636	3,852,636	1,755,135	45.56%	1,687,318	48.63%
Support Services	23,860,945	23,860,945	9,992,236	41.88%	9,479,113	45.25%
Non-Departmental:						
Reserves - Fuel/Parts	4,000	4,000	-	0.00%	-	0.00%
Non-Departmental Admin Support	2,563,500	2,563,500	301,141	11.75%	423,509	16.64%
Total Non-Departmental	2,567,500	2,567,500	301,141	11.73%	423,509	16.62%
TOTAL APPROPRIATIONS	\$ 140,798,338	\$ 140,798,338	\$ 53,305,465	37.86%	\$ 45,679,468	35.53%
Projected Net Position December 31	\$ 26,927,512	\$ 26,927,512				
Net Position as of Report Date			\$ 35,676,051			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Auto Liability Fund (606)

The Auto Liability Fund accounts for all financial transactions related to the County's property, liability and casualty insurance coverage on vehicles. Revenues are contributions from other Gwinnett County funds and are based on the number of employees and actual third party automobile claims for County vehicles only.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Net Position January 1	\$ 1,935,392	\$ 1,935,392	\$ 1,935,392			
Revenues:						
Charges for Services	\$ 4,500,831	\$ 4,500,831	\$ 2,250,415	50.00%	\$ 1,125,196	50.00%
Investment Income	191,004	191,004	187,768	98.31%	85,636	133.23%
TOTAL REVENUES	<u>\$ 4,691,835</u>	<u>\$ 4,691,835</u>	<u>\$ 2,438,183</u>	51.97%	<u>\$ 1,210,832</u>	50.78%
Appropriations:						
Financial Services	\$ 3,503,859	\$ 3,503,859	\$ 1,139,794	32.53%	\$ 875,287	36.70%
Appropriations without Working Capital Reserve	3,503,859	3,503,859	1,139,794	32.53%	875,287	36.70%
Working Capital Reserve	1,187,976	1,187,976	-	0.00%	-	-
TOTAL APPROPRIATIONS	<u>\$ 4,691,835</u>	<u>\$ 4,691,835</u>	<u>\$ 1,139,794</u>	24.29%	<u>\$ 875,287</u>	36.70%
Projected Net Position December 31	\$ 3,123,368	\$ 3,123,368				
Net Position as of Report Date			\$ 3,233,781			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Fleet Management Fund (610)

The Fleet Management Fund accounts for all financial transactions related to the maintenance of the County fleet.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Net Position January 1	\$ 7,373,552	\$ 7,373,552	\$ 7,373,552			
Revenues:						
Charges for Services	\$ 11,010,700	\$ 11,010,700	\$ 7,652,960	69.50%	\$ 6,745,880	64.46%
Investment Income	261,226	261,226	168,509	64.51%	112,836	-
Miscellaneous	277,000	277,000	462,616	167.01%	373,482	134.83%
Other Financing Sources	-	-	21,822	-	31,585	-
Revenues without Use of Net Position	11,548,926	11,548,926	8,305,907	71.92%	7,263,783	67.62%
Use of Net Position	1,762,285	1,762,285	-	0.00%	-	-
TOTAL REVENUES	\$ 13,311,211	\$ 13,311,211	\$ 8,305,907	62.40%	\$ 7,263,783	67.62%
Appropriations:						
Support Services	\$ 12,293,789	\$ 12,293,789	\$ 6,114,182	49.73%	\$ 5,435,541	55.08%
Non-Departmental:						
Reserves - Compensation	29,000	29,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	2,000	2,000	-	0.00%	-	0.00%
Non-Departmental Fleet Management	986,422	986,422	493,211	50.00%	269,370	50.00%
Total Non-Departmental	1,017,422	1,017,422	493,211	48.48%	269,370	47.53%
TOTAL APPROPRIATIONS	\$ 13,311,211	\$ 13,311,211	\$ 6,607,393	49.64%	\$ 5,704,911	53.11%
Projected Net Position December 31	\$ 5,611,267	\$ 5,611,267				
Net Position as of Report Date			\$ 9,072,066			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Group Self-Insurance Fund (605)

The Group Self Insurance Fund accounts for all financial transactions related to the payment of premiums and benefits for active employees' health, disability, and life insurance. Revenues are received from employee and employer contributions.

	FY 2024				FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024	% Actual to Current Budget	Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Net Position January 1	\$ 53,735,584	\$ 53,735,584	\$ 53,735,584			
Revenues:						
Charges for Services	\$ 79,623,330	\$ 79,623,330	\$ 40,167,947	50.45%	\$ 38,064,913	48.86%
Investment Income	1,128,809	1,128,809	1,035,080	91.70%	762,705	159.33%
Miscellaneous	-	-	481,452	-	295,379	-
Revenues without Use of Net Position	80,752,139	80,752,139	41,684,479	51.62%	39,122,997	49.92%
Use of Net Position	2,630,372	2,630,372	-	0.00%	-	-
TOTAL REVENUES	\$ 83,382,511	\$ 83,382,511	\$ 41,684,479	49.99%	\$ 39,122,997	49.92%
Appropriations:						
Human Resources	\$ 83,370,511	\$ 83,370,511	\$ 38,304,254	45.94%	\$ 34,661,850	44.46%
Non-Departmental:						
Reserves - Compensation	12,000	12,000	-	0.00%	-	0.00%
Total Non-Departmental	12,000	12,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 83,382,511	\$ 83,382,511	\$ 38,304,254	45.94%	\$ 34,661,850	44.22%
Projected Net Position December 31	\$ 51,105,212	\$ 51,105,212				
Net Position as of Report Date			\$ 57,115,809			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Risk Management Fund (602)

The Risk Management Fund accounts for all financial transactions related to the County's property liability and casualty insurance. Revenues are received from charges to the user departments based on the number of employees, prior claims, and property liability coverage needs. Annual insurance premiums are paid in January.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Net Position January 1	\$ 3,563,239	\$ 3,563,239	\$ 3,563,239			
Revenues:						
Charges for Services	\$ 15,499,995	\$ 15,499,995	\$ 7,749,998	50.00%	\$ 6,266,349	50.00%
Investment Income	116,400	116,400	136,894	117.61%	49,890	200.97%
Miscellaneous	-	-	315,601	-	15	-
TOTAL REVENUES	\$ 15,616,395	\$ 15,616,395	\$ 8,202,493	52.52%	\$ 6,316,254	50.30%
Appropriations:						
Financial Services	\$ 15,429,772	\$ 15,429,772	\$ 8,240,006	53.40%	\$ 8,153,132	71.56%
Non-Departmental:						
Reserves - Compensation	10,000	10,000	-	0.00%	-	0.00%
Total Non-Departmental	10,000	10,000	-	0.00%	-	0.00%
Appropriations without Working Capital Reserve	15,439,772	15,439,772	8,240,006	53.37%	8,153,132	71.50%
Working Capital Reserve	176,623	176,623	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 15,616,395	\$ 15,616,395	\$ 8,240,006	52.77%	\$ 8,153,132	64.93%
Projected Net Position December 31	\$ 3,739,862	\$ 3,739,862				
Net Position as of Report Date			\$ 3,525,726			

YTD FINANCIAL REPORT 2024 | GWINNETT COUNTY

Workers' Compensation Fund (604)

The Workers' Compensation Fund accounts for financial transactions related to the payment of workers' compensation claims. Revenue is received from the user departments based upon the number of employees and prior claims.

	FY 2024			% Actual to Current Budget	FY 2023	
	2024 Adopted Budget	Current Annual Budget as of 06/30/2024	Actuals YTD as of 06/30/2024		Actuals YTD as of 06/30/2023	% Actual to 06/30/2023 Budget
Net Position January 1	\$ 10,501,210	\$ 10,501,210	\$ 10,501,210			
Revenues:						
Charges for Services	\$ 3,500,510	\$ 3,500,510	\$ 1,750,255	50.00%	\$ 2,250,496	50.00%
Investment Income	464,630	464,630	327,407	70.47%	277,757	217.63%
Miscellaneous	-	-	39,507	-	70,221	-
Revenues without Use of Net Position	3,965,140	3,965,140	2,117,169	53.39%	2,598,474	56.14%
Use of Net Position	1,920,340	1,920,340	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 5,885,480	\$ 5,885,480	\$ 2,117,169	35.97%	\$ 2,598,474	43.24%
Appropriations:						
Human Resources	\$ 5,875,480	\$ 5,875,480	\$ 1,858,528	31.63%	\$ 2,286,167	38.11%
Non-Departmental:						
Reserves - Compensation	10,000	10,000	-	0.00%	-	0.00%
Total Non-Departmental	10,000	10,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 5,885,480	\$ 5,885,480	\$ 1,858,528	31.58%	\$ 2,286,167	38.04%
Projected Net Position December 31	\$ 8,580,870	\$ 8,580,870				
Net Position as of Report Date			\$ 10,759,851			

BUDGET ADJUSTMENTS BY FUND - REVENUES

AS OF 6/30/2024

Department/Fund	2024 Adopted Budget	2024 Current Annual Budget - June	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Fire and Emergency Medical Services District Fund (102)						
Intergovernmental	631,000	666,939	35,939	GCID 20240249 to accept the Georgia Trauma Commission - EMS Trauma Related Equipment Grant in the amount of \$35,939.00. This grant can be used for the reimbursement of any trauma related equipment. This funding will be used to reimburse the purchase of EZIO tools and needles, tourniquets, traction splints, disposable CPAP, capnography, and capnography lines. Approval/authorization for the Chairwoman or designee to execute the grant documents and any other necessary documents. Subject to approval as to form by the Law Department. The grant is 100% funded by the Georgia Trauma Commission with no matching requirements.	-	35,939
Total: Intergovernmental					-	35,939
<i>Total: Fire and Emergency Medical Services District Fund</i>			35,939		-	35,939
Police Services District Fund (106)						
Miscellaneous	443,710	446,210	2,500	GCID 20240105 for the Chairwoman to execute a Fifth Amendment to the Tall Structure Lease Agreement with New Cingular Wireless PCS, LLC to allow modification of equipment located on the communication tower at 1850 North Brown Road, Lawrenceville, Tax Parcel No. R7115 008A. Subject to approval as to form by the Law Department.	-	2,500
Total: Miscellaneous					-	2,500
Use of Fund Balance	2,518,241	2,515,741	(2,500)	GCID 20240105 for the Chairwoman to execute a Fifth Amendment to the Tall Structure Lease Agreement with New Cingular Wireless PCS, LLC to allow modification of equipment located on the communication tower at 1850 North Brown Road, Lawrenceville, Tax Parcel No. R7115 008A. Subject to approval as to form by the Law Department.	-	(2,500)
Total: Use of Fund Balance					-	(2,500)
<i>Total: Police Services District Fund</i>			-		-	-

Department/Fund	2024 Adopted Budget	2024 Current Annual Budget - June	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Street Lighting Fund (002)						
Charges for Services	10,000,000	10,010,842	10,842	GCID 20240078 of incorporation of Lake Windsor Heights into the Gwinnett County Streetlighting Program. Subject to approval as to form by the Law Department.	-	5,503
				GCID 20240125 of incorporation of Shannon Square subdivision into the Gwinnett County Streetlighting Program. Subject to approval as to form by the Law Department.	-	894
				GCID 20240127 of incorporation of Garner Way into the Gwinnett County Streetlighting Program. The installation of streetlights on Garner Way is funded by the 2017 SPLOST Program. Subject to approval as to form by the Law Department.	-	411
				GCID 20240128 of incorporation of Crestworth Village subdivision into the Gwinnett County Streetlighting Program. Subject to approval as to form by the Law Department.	-	1,939
				GCID 20240181 of incorporation of Rockbridge School Road into the Gwinnett County Streetlighting Program. Subject to approval as to form by the Law Department.	-	582
				GCID 20240493 of incorporation of Pond Road into the Gwinnett County Streetlighting Program. Subject to approval as to form by the Law Department.	1,513	1,513
				Total: Charges for Services	1,513	10,842
<i>Total: Street Lighting Fund</i>			10,842		1,513	10,842
DA Special State Fund (083)						
Fines and Forfeitures	-	7,042	7,042	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.	-	7,042
				Total: Fines and Forfeitures	-	7,042
<i>Total: DA Special State Fund</i>			7,042		-	7,042
Police Special Justice Fund (070)						
Fines and Forfeitures	-	110,842	110,842	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.	2,292	110,842
				Total: Fines and Forfeitures	2,292	110,842
Use of Fund Balance	278,127	167,285	(110,842)	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.	(2,292)	(110,842)
				Total: Use of Fund Balance	(2,292)	(110,842)
<i>Total: Police Special Justice Fund</i>			-		-	-
Police Special State Fund (072)						
Fines and Forfeitures	-	173,465	173,465	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.	2,253	173,465
				Total: Fines and Forfeitures	2,253	173,465
Use of Fund Balance	95,000	-	(95,000)	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.	-	(95,000)
				Total: Use of Fund Balance	-	(95,000)
<i>Total: Police Special State Fund</i>			78,465		2,253	78,465
Sheriff Special Justice Fund (065)						
Fines and Forfeitures	-	44,516	44,516	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.	5,134	44,516
				Total: Fines and Forfeitures	5,134	44,516
<i>Total: Sheriff Special Justice Fund</i>			44,516		5,134	44,516

Department/Fund	2024 Adopted Budget	2024 Current Annual Budget - June	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Sheriff Special State Fund (067)						
Fines and Forfeitures	-	133,453	133,453	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.	-	133,453
				Total: Fines and Forfeitures	-	133,453
<i>Total: Sheriff Special State Fund</i>			133,453		-	133,453
Tree Bank Fund (040)						
Licenses and Permits	15,000	200,000	185,000	GCID 20240511 RP012-24, provision of a revised Gwinnett County tree ordinance, to CPL Architects, Engineers, Landscape Architect and Surveyor, D. P. C. (P. C.), amount not to exceed \$372,407.25. Contract to follow award. Subject to approval as to form by the Law Department.	185,000	185,000
				Total: Licenses and Permits	185,000	185,000
<i>Total: Tree Bank Fund</i>			185,000		185,000	185,000
Water and Sewer Operating Fund (501)						
Use of Net Position	23,112,136	37,328,345	14,216,209	GCID 20240011 BL115-23, Little Suwanee Creek gravity sewer and force main project, to JDS, Inc., amount not to exceed \$6,759,614.00. Contract to follow award. Subject to approval as to form by the Law Department.	-	1,064,591
				GCID 20240015 BL140-23, Lower Big Haynes Creek force main check valve installation, to Site Engineering, Inc., amount not to exceed \$831,502.00. Contract to follow award. Subject to approval as to form by the Law Department.	-	831,502
				GCID 20240080 BL160-23, Wolf Creek interceptor upsizing, to JDS, Inc., amount not to exceed \$21,523,108.00. Contract to follow award. Subject to approval as to form by the Law Department.	-	9,767,393
				GCID 20240302 BL024-24, Ridge Road Pump Station decommissioning - phase 2, to JDS, Inc., amount not to exceed \$9,567,117.40. Contract to follow award. Subject to approval as to form by the Law Department.	-	2,552,723
				Total: Use of Net Position	-	14,216,209
<i>Total: Water and Sewer Operating Fund</i>			14,216,209		-	14,216,209
Total Revenue Budget Adjustments			\$ 14,711,466		\$ 193,900	\$ 14,711,466

BUDGET ADJUSTMENTS BY FUND - APPROPRIATIONS

AS OF 6/30/2024

Department/Fund	2024 Adopted Budget	2024 Current Annual Budget June	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
General Fund (001)						
Corrections	24,232,598	24,359,098	126,500	Transfer from Non-Departmental: Inmate Medical Reserve - 1st 6 months	-	126,500
				Total: Corrections	-	126,500
Voter Registrations and Elections	22,320,753	22,318,854	(1,899)	GCID 20240051 OS004-24, purchase of Dominion voting equipment and licenses, to Dominion Voting Systems, Inc., in the amount of \$554,533.40. Contract to follow award. Subject to approval as to form by the Law Department.	-	(1,899)
				Total: Voter Registrations and Elections	-	(1,899)
Juvenile Court	6,954,736	8,856,936	1,902,200	Reserves Transfers 1st 6 months	-	138,000
				Transfer from Non-Departmental: Court Reporters Reserve - 1st 6 months	-	103,500
				Transfer from Non-Departmental: Indigent Defense Reserve - 1st 6 months	-	835,200
				Transfer from Non-Departmental: Court Interpreters Reserve - 1st 6 months	-	85,500
				Transfer from Interpreters Reserves 3rd Qtr	40,000	40,000
				Transfer from Indigent Defense Reserves 3rd Qtr	700,000	700,000
				Total: Juvenile Court	740,000	1,902,200
Child Advocacy & Juvenile Services	5,622,277	5,656,027	33,750	Transfer from Non-Departmental: Interpreters Reserve - 1st 6 months	-	20,250
				Transfer from Non-Departmental: Interpreters Reserve - 3rd Qtr	13,500	13,500
				Total: Child Advocacy & Juvenile Services	13,500	33,750
Sheriff	162,411,937	164,050,437	1,638,500	Transfer from Non-Departmental: Inmate Medical Reserve - 1st 6 months	-	1,138,500
				Transfer from Non-Departmental: Inmate Medical Reserve - 3rd Qtr	500,000	500,000
				Total: Sheriff	500,000	1,638,500
Judiciary	34,704,738	42,505,318	7,800,580	Transfer from Non-Departmental: Court Interpreters Reserve - 1st 6 months	-	342,000
				Transfer from Non-Departmental: Court Reporters Reserve - 1st 6 months	-	448,500
				Transfer from Non-Departmental: Court Indigent Defense - 1st 6 months	-	4,510,080
				Transfer from Non-Departmental: Indigent Defense - 3rd Qtr	2,500,000	2,500,000
				Total: Judiciary	2,500,000	7,800,580
Probate Court	4,512,766	4,748,986	236,220	Transfer from Non-Departmental: Court Interpreters Reserve - 1st 6 months	-	9,000
				Transfer from Non-Departmental: Indigent Defense Reserve - 1st 6 months	-	222,720
				Transfer from Non-Departmental: Court Interpreters Reserve - 3rd Qtr	4,500	4,500
				Total: Probate Court	4,500	236,220
Non-Departmental:						
Contribution to Capital	37,580,135	37,582,034	1,899	GCID 20240051 OS004-24, purchase of Dominion voting equipment and licenses, to Dominion Voting Systems, Inc., in the amount of \$554,533.40. Contract to follow award. Subject to approval as to form by the Law Department.	-	1,899
				Total: Contribution to Capital	-	1,899

Department/Fund	2024 Adopted Budget	2024 Current Annual Budget June	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Reserves - Court Interpreters	900,000	385,250	(514,750)	Transfer from Non-Departmental: Court Interpreters Reserve - 1st 6 months	-	(450,000)
				Transfer from Non-Departmental: Court Interpreters Reserve - July Transfer	-	(6,750)
				Transfer from Non-Departmental: Court Interpreters Reserve - 3rd Qtr	(58,000)	(58,000)
				Total: Reserves - Court Interpreters	(58,000)	(514,750)
Reserves - Court Reporters	1,380,000	690,000	(690,000)	Transfer from Non-Departmental: Court Reporters Reserve - 1st 6 months	-	(690,000)
				Total: Reserves - Court Reporters	-	(690,000)
Reserves - Indigent Defense	11,136,000	2,368,000	(8,768,000)	Transfer from Non-Departmental: Indigent Defense Reserve - 1st 6 months	-	(5,568,000)
				Transfer from Non-Departmental: Indigent Defense Reserve - 3rd Qtr	(3,200,000)	(3,200,000)
				Total: Reserves - Indigent Defense	(3,200,000)	(8,768,000)
Reserves - Prisoner Medical	2,530,000	765,000	(1,765,000)	Transfer from Non-Departmental: Inmate Medical Reserve - 1st 6 months	-	(1,265,000)
				Transfer from Non-Departmental: Inmate Medical Reserve - 3rd Qtr	(500,000)	(500,000)
				Total: Reserves - Prisoner Medical	(500,000)	(1,765,000)
				Total: Non-Departmental	(3,758,000)	(11,735,851)
Total: General Fund						
Fire and Emergency Medical Services District Fund (102)						
Contribution to Fund Balance	103,849	139,788	35,939	GCID 20240249 to accept the Georgia Trauma Commission - EMS Trauma Related Equipment Grant in the amount of \$35,939.00. This grant can be used for the reimbursement of any trauma related equipment. This funding will be used to reimburse the purchase of EZIO tools and needles, tourniquets, traction splints, disposable CPAP, capnography, and capnography lines. Approval/authorization for the Chairwoman or designee to execute the grant documents and any other necessary documents. Subject to approval as to form by the Law Department. The grant is 100% funded by the Georgia Trauma Commission with no matching requirements.	-	35,939
				Total: Contribution to Fund Balance	-	35,939
Total: Fire and Emergency Medical Services District Fund						
Police Services District Fund (106)						
Police Services	188,778,730	188,878,730	100,000	Transfer from Non-Departmental: Inmate Medical Reserve - 1st 6 months	-	100,000
				Total: Police Services	-	100,000
Recorder's Court	2,119,970	2,407,570	287,600	Transfer from Non-Departmental: Indigent Defense Reserve - 1st 6 months	-	113,500
				Transfer from Non-Departmental: Court Interpreter's Reserve	-	54,100
				Transfer from Non-Departmental: Court Interpreter's Reserve - 3rd Qtr	25,000	25,000
				Transfer from Non-Departmental: Indigent Defense Reserve - 3rd Qtr	95,000	95,000
				Total: Recorder's Court	120,000	287,600
Non-Departmental	5,198,035	4,810,435	(387,600)	Transfer to Recorder's Court - From Indigent Defense Reserve - 1st 6 months	-	(113,500)
				Transfer to Recorder's Court - From Court Interpreter's Reserve -	-	(54,100)
				Transfer to Police Services - From Prisoner Medical Reserve - 1st 6 months	-	(100,000)
				Transfer to Recorder's Court - From Indigent Defense Reserve - 3rd Qtr	(95,000)	(95,000)
				Transfer to Recorder's Court - From Court Interpreter's Reserve - 3rd Qtr	(25,000)	(25,000)
				Total: Non-Departmental	(120,000)	(387,600)
Total: Police Services District Fund						

Department/Fund	2024 Adopted Budget	2024 Current Annual Budget June	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Street Lighting Fund (002)						
Transportation	10,170,252	10,181,094	10,842	GCID 20240078 of incorporation of Lake Windsor Heights into the Gwinnett County Streetlighting Program. Subject to approval as to form by the Law Department.	-	5,503
				GCID 20240125 of incorporation of Shannon Square subdivision into the Gwinnett County Streetlighting Program. Subject to approval as to form by the Law Department.	-	894
				GCID 20240127 of incorporation of Garner Way into the Gwinnett County Streetlighting Program. The installation of streetlights on Garner Way is funded by the 2017 SPLOST Program. Subject to approval as to form by the Law Department.	-	411
				GCID 20240128 of incorporation of Crestworth Village subdivision into the Gwinnett County Streetlighting Program. Subject to approval as to form by the Law Department.	-	1,939
				GCID 20240181 of incorporation of Rockbridge School Road into the Gwinnett County Streetlighting Program. Subject to approval as to form by the Law Department.	-	582
				GCID 20240493 of incorporation of Pond Road into the Gwinnett County Streetlighting Program. Subject to approval as to form by the Law Department.	1,513	1,513
				Total: Transportation	1,513	10,842
<i>Total: Street Lighting Fund</i>			10,842		1,513	10,842
DA Special State Fund (083)						
District Attorney	2,200	9,242	7,042	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.	-	7,042
				Total: District Attorney	-	7,042
<i>Total: DA Special State Fund</i>			7,042		-	7,042
Police Special State Fund (072)						
Contribution to Fund Balance	-	78,465	78,465	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.- March 2024	-	5,665
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.- April 2024	-	42,918
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.- May 2024	-	27,629
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.- June 2024	2,253	2,253
				Total: Contribution to Fund Balance	2,253	78,465
<i>Total: Police Special State Fund</i>			78,465		2,253	78,465
Sheriff Special Justice Fund (065)						
Sheriff Special Operations	350,000	394,516	44,516	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.	5,134	44,516
				Total: Sheriff Special Operations	5,134	44,516
<i>Total: Sheriff Special Justice Fund</i>			44,516		5,134	44,516

Department/Fund	2024 Adopted Budget	2024 Current Annual Budget June	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Sheriff Special State Fund (067)						
Sheriff Special Operations	70,000	203,453	133,453	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds.	-	133,453
Total: Sheriff Special Operations					-	133,453
Total: Sheriff Special State Fund			133,453		-	133,453
Tree Bank Fund (040)						
Planning and Development	100,000	285,000	185,000	GCID 20240511 RP012-24, provision of a revised Gwinnett County tree ordinance, to CPL Architects, Engineers, Landscape Architect and Surveyor, D. P. C. (P. C.), amount not to exceed \$372,407.25. Contract to follow award. Subject to approval as to form by the Law Department.	185,000	185,000
Total: Planning and Development					185,000	185,000
Total: Tree Bank Fund			185,000		185,000	185,000
Water and Sewer Operating Fund (501)						
Water Resources	465,425,817	479,642,026	14,216,209	GCID 20240011 BL115-23, Little Suwanee Creek gravity sewer and force main project, to JDS, Inc., amount not to exceed \$6,759,614.00. Contract to follow award. Subject to approval as to form by the Law Department.	-	1,064,591
				GCID 20240015 BL140-23, Lower Big Haynes Creek force main check valve installation, to Site Engineering, Inc., amount not to exceed \$831,502.00. Contract to follow award. Subject to approval as to form by the Law Department.	-	831,502
				GCID 20240080 BL160-23, Wolf Creek interceptor upsizing, to JDS, Inc., amount not to exceed \$21,523,108.00. Contract to follow award. Subject to approval as to form by the Law Department.	-	9,767,393
				GCID 20240302 BL024-24, Ridge Road Pump Station decommissioning - phase 2, to JDS, Inc., amount not to exceed \$9,567,117.40. Contract to follow award. Subject to approval as to form by the Law Department.	-	2,552,723
				Total: Water Resources	-	14,216,209
Total: Water and Sewer Operating Fund			14,216,209		-	14,216,209
Total Appropriation Budget Adjustments			\$ 14,711,466		\$ 193,900	\$ 14,711,466

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240717			
Department:	Fire Services	Date Submitted:	07/17/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – CB	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing		
No			
BL054-24, purchase of a mobile fire safety trailer, to North America Fire Equipment Co., Inc., in the amount of \$238,639.00.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization: Chairwoman's Signature?	No		
Staff Recommendation	Award		
BAC Action:			
Department Head	facephas (7/19/2024)		
Attorney	srouth (7/26/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Vehicle	*\$417,227	\$238,639	mbwoods (7/26/2024)
Finance Comments	*Amount available in Fleet Equipment - Fire Services project.			FinDir's Initials
				bjalexzulian (7/26/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held?
Working Session	<input type="text"/>	<input type="checkbox"/>
Action	New Item	<div style="border: 1px solid black; padding: 5px; width: 100%;">No Action Taken</div>
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
Vote		

SUMMARY – BL054-24
Purchase of a Mobile Fire Safety Trailer


PURPOSE:	To provide a mobile fire safety trailer designed to provide safe and effective fire prevention and severe weather training
LOCATION:	Department of Fire and Emergency Services
AMOUNT TO BE SPENT:	\$238,639.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	228 49 website viewings
NUMBER OF RESPONSES:	1 1 No Bid 1 non-responsive*
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	One vendor stated they did not submit a bid due to the fact that they do not provide or support the equipment required by this contract.
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	N/A


COMMENTS: *One bidder was deemed non-responsive due to failure to comply with bid requirements.



MEMORANDUM

TO: Casey Beuston
Purchasing Associate II

THROUGH: Fred Cephas 
Fire Chief

FROM: Yvonne Shannon 
Division Chief

SUBJECT: Recommendation to Award BL054-24 Purchase of a Mobile Fire Safety Trailer

DATE: July 3, 2024

REQUESTED ACTION

The Department of Fire and Emergency Services recommends award of the above referenced contract to **North America Fire Equipment Co., Inc.** in the amount of \$238,639.00.

DESCRIPTION

Supplier to provide a Mobile Fire Safety Trailer as specified in the contract.

References checked? Yes No

FINANCIAL

1. Estimated amount to be spent: \$238,639.00
2. Do total obligations agree with "Action Requested"? Yes No
3. Budgeted: Yes No
4. Contact name: Yvonne Shannon Contact phone: 678-518-4874

Page 2
Recommendation Letter
BL054-24

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	305	215000			E-0143-01-4-04	\$238,639.00	100%
Total						\$238,639.00	100%

Transfer Required: Yes No

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240699	20230924		
Department:	Human Resources	Date Submitted:	07/11/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing - Brandi Cantie - DG	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew RP028-23, provision of a language learning and language assessment program on an annual contract (October 18, 2024 through October 17, 2025), with Rosetta Stone, LLC and Language Testing International, Inc., base amount \$132,800.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	asmcallister (7/18/2024)		
Attorney	jjkandel (7/23/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Admin Support	*	\$59,000	mbwoods (7/22/2024)
Yes	Group Self-Insurance	*	\$73,800	
Finance Comments	*The current balance in Professional Services is checked as services are provided. For FY2024, \$32,700 is allocated. For FY2025, \$100,100 is subject to budget approval.			FinDir's Initials bjalexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken
Action	New Item	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
Vote		

SUMMARY – RP028-23**Provision of a Language Learning and Language Assessment Program on an Annual Contract**

PURPOSE:	This contract will provide administration of language learning and language assessment programs to Gwinnett County employees.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$132,800.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$134,800.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$141,108.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	This proposal was awarded based on various evaluation criteria; therefore, an analysis on cost alone cannot be obtained.
CONTRACT TERM:	October 18, 2024 through October 17, 2025

COMMENTS:



MEMORANDUM

TO: Dana Garland
Purchasing Associate III

THROUGH: Adrienne McAllister *(AM)*
Director of Human Resources

Pam Taylor *(PT)*
Division Director of Human Resources

FROM: Tandy Krogh *(TK)*
HR Program Coordinator

SUBJECT: Recommendation for renewal of RP028-23, Provision of a Language Learning and Language Assessment Program on an Annual Contract

DATE: June 27, 2024

REQUESTED ACTION

The Human Resources Department recommends renewal of the above referenced contract to Rosetta Stone, LLC and Language Testing International, Inc. in the amount of \$132,800.00.

DESCRIPTION

This contract will provide administration of language learning and language assessment programs to Gwinnett County employees.

1. Estimated amount to be spent: \$132,800.00
2. Projected amount to be spent previous contract period: \$141,108.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Tandy Krogh Contact phone: 770-822-7942
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	665	150000	14400001	50401201		\$14,500.00	10.92%
2024	605	105000	14070001	50401401		\$18,200.00	13.70%
2025	665	150000	14400001	50401201		\$44,500.00	33.51%
2025	605	105000	14070001	50401401		\$55,600.00	41.87%
					Total	\$132,800.00	100%

Transfer Required: Yes _____ No X _____

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240721	20230611		
Department:	Human Resources	Date Submitted:	07/17/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing Associate – Katie Maldonado – DG	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew RP001-21, provision of an HMO program on an annual contract (January 1, 2025 through December 31, 2025), with Kaiser Foundation Health Plan of Georgia, Inc., base amount \$29,572,199.28.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	asmcallister (7/18/2024)		
Attorney	jjkandel (7/23/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Group Self-Insurance	*	\$26,013,158	mbwoods (7/23/2024)
	OPEB Trust	**	\$3,559,042	
Finance Comments	*The current balance in Insurance Premiums is checked as services are provided. For FY2025, \$26,013,158 is subject to budget approval. **Fund Oversight by the Retirement Plan Management Committee, \$3,559,042.			FinDir's Initials bjalexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; height: 100px; margin-bottom: 5px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
		Vote

SUMMARY – RP001-21
Provision of an HMO Program on an Annual Contract

PURPOSE:	Provide an HMO program for eligible participants.
LOCATION:	Department of Human Resources
AMOUNT TO BE SPENT:	\$29,572,199.28
PREVIOUS CONTRACT AWARD AMOUNT:	\$27,169,854.57
AMOUNT SPENT PREVIOUS CONTRACT:	\$25,759,637.84
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	14.8% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option three (3) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	This proposal was awarded based on various evaluation criteria; therefore, an analysis on cost alone cannot be obtained.
CONTRACT TERM:	January 1, 2025 through December 31, 2025

COMMENTS:



MEMORANDUM

TO: Dana Garland
Purchasing Associate III

THROUGH: Adrienne McAllister *(AM)*
Director of Human Resources

Pam Taylor *PT*
Division Director of Human Resources

FROM: Tandy Krogh *TCK*
HR Program Coordinator

SUBJECT: Recommendation to Renew RP001-21, HMO Program on an Annual Contract

DATE: June 27, 2024

REQUESTED ACTION

The Department of Human Resources recommends renewal of the above referenced contract with Kaiser Foundation Health Plan of Georgia, Inc. in the amount of \$29,572,199.28.

DESCRIPTION

Renewal of Medical HMO Plans (Silver and Gold) with Kaiser Permanente.

FINANCIAL

1. Estimated amount to be spent: \$29,572,199.28
2. Projected amount to be spent previous contract period: \$25,759,637.84
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Tandy Krogh Contact phone: 770-822-7911
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	605	105000	14070001	51001621		\$26,013,157.80	87.96%
2025	811		43000004	51001621		\$3,559,041.48	12.04%
					Total	\$29,572,199.28	100%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20240697	20230667

Grants Public Hearing

Department:	Information Technology Services	Date Submitted:	07/11/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing - Brandi Cantie - DG	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing		No

to renew BL062-22, RemedyForce service desk on an annual contract (September 30, 2024 through September 29, 2025), with RightStar, Inc., base bid \$614,867.20

Attachments	Summary Sheet, Justification Letter
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	
Department Head	daparks (7/18/2024)
Attorney	hemcnay (7/29/2024)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Admin Support	*	\$614,868	mbwoods (7/29/2024)

Finance Comments	*The current balance in Cloud Services Subscriptions is checked as services are provided. For FY2024, \$153,717 is allocated. For FY2025, \$461,151 is subject to budget approval.	FinDir's Initials
		bjalexzuliaan (7/29/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken Vote
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – BL062-22
RemedyForce Service Desk on an Annual Contract

PURPOSE:	This is a cloud-based IT service management tool used throughout the County to manage incidents and service requests.
LOCATION:	Department of Information Technology Services
AMOUNT TO BE SPENT:	\$614,867.20
PREVIOUS CONTRACT AWARD AMOUNT:	\$524,654.64
AMOUNT SPENT PREVIOUS CONTRACT:	\$524,654.64
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	17.19% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	A market analysis reveals an approximate 30% increase. However, the current vendor has agreed to renew with a 17.19% increase for the upcoming contract period.
CONTRACT TERM:	September 30, 2024 through September 29, 2025

COMMENTS:



MEMORANDUM

TO: Dana Garland, Purchasing Associate III
Purchasing Division, Department of Financial Services

THROUGH: Dorothy Parks, Director/CIO *[Signature]*
Department of Information Technology Services

THROUGH: James Smith, Deputy Director of Infrastructure *JAS*
Department of Information Technology Services

FROM: Leonard A. Carr Jr., IT Service Manager *JAS FOR LEONARD CARR*
Department of Information Technology Services

SUBJECT: Recommendation to renew BL062-22 Purchase of RemedyForce Service Desk on an Annual Contract

DATE: July 3, 2024

REQUESTED ACTION

The Department of Information Technology Services (DoITS) recommends renewal of the above-referenced contract for BMC Remedyforce and BMC Client Management to RightStar, Inc., dba RightStar Systems, in the base amount of \$614,867.20 for the period of September 30, 2024, through September 29, 2025.

DESCRIPTION

BMC Remedyforce and BMC Client Management is a cloud-based IT Service Management tool used throughout the County to capture and manage all end-user and vendor IT requests. Core functions include self-service, knowledge management, incident management, service request management, change management, release management, problem management, configuration management, and software and hardware asset management.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240700	20230721		
Department:	Information Technology Services	Date Submitted:	07/11/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing - Brandi Cantie - DG	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew BL063-22, purchase of Liferay DXP Enterprise subscription and support on an annual contract (October 4, 2024 through October 3, 2025), with Link Development North America, LLC, base bid \$136,500.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	daparks (7/18/2024)		
Attorney	hemcnay (7/23/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Admin Support	*	\$136,500	mbwoods (7/22/2024)
Finance Comments	*The current balance in License Support Agreements is checked as services are provided. For FY2024, \$34,125 is allocated. For FY2025, \$102,375 is subject to budget approval.			FinDir's Initials bjalexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
		Vote

SUMMARY – BL063-22
Purchase of Liferay DXP Enterprise Subscription and Support
on an Annual Contract


PURPOSE:	Provide maintenance and support for the portal used by all Gwinnett County departments and public access to the County website.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$136,500.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$132,771.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$132,771.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	October 4, 2024 through October 3, 2025


COMMENTS:



MEMORANDUM

TO: Dana Garland, Purchasing Associate III
Purchasing Division, Department of Financial Services

THROUGH: Dorothy Parks, Director/CIO 
Department of Information Technology Services

FROM: John Kable, Deputy Director of Emerging Technology & Digital Transformation 
Department of Information Technology Services

SUBJECT: Recommendation to renew BL063-22 Liferay Digital Experience Platform (DXP) Enterprise Subscription and Support on an Annual Contract

DATE: July 3, 2024

REQUESTED ACTION:

The Department of Information Technology Services recommends renewal of the above referenced contract to Link Development North America LLC for the period of October 4, 2024 through October 3, 2025 in the base amount of \$136,500.00.

DESCRIPTION:

This contract will renew maintenance and support of the Liferay Digital Experience Platform (DXP) Enterprise portal which is used by all Gwinnett County departments and the public to access the Gwinnett County website www.gwinnettcounty.com. The ability to support and maintain current operation and compatibility with the website's other components is necessary to preserve website access, security, and functionality.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240701	20230437		
Department:	Information Technology Services	Date Submitted:	07/11/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing - Brandi Cantie - DG	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew OS024-18, Cisco maintenance and support on an annual contract (September 1, 2024 through August 31, 2025), with ProSys Information Systems, Inc., using a competitively procured State of Georgia contract, base amount \$2,184,883.59.			
Attachments	Summary Sheet, Justification Letter, Justification Support		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	daparks (7/18/2024)		
Attorney	hemcnay (7/23/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Admin Support	*	\$2,184,884	mbwoods (7/22/2024)
Finance Comments	*The current balance in Industrial R&M-Contracted is checked as services are provided. For FY2024, \$728,295 is allocated. For FY2025, \$1,456,589 is subject to budget approval.			FinDir's Initials bjalexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken
Action	New Item	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
Vote		

SUMMARY – OS024-18
Cisco Maintenance and Support on an Annual Contract

PURPOSE:	This agreement is for on-going support and maintenance of Cisco equipment and software used exclusively in the County's enterprise network and telephony infrastructure for the purpose of maintaining operation efficiency and minimizing down-time.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$2,184,883.59
PREVIOUS CONTRACT AWARD AMOUNT:	\$1,991,553.41
AMOUNT SPENT PREVIOUS CONTRACT:	\$2,035,064.31
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	September 1, 2024 through August 31, 2025

COMMENTS:




Gwinnett


WINNETT COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
OFFICE OF THE CIO/DIRECTOR


446 West Crogan Street | Lawrenceville, GA 30046-6935
770.822.8900
GwinnettCounty.com

MEMORANDUM

TO: Dana Garland, Purchasing Associate III
Purchasing Division, Department of Financial Services

THROUGH: Dorothy Parks, Director/CIO
Department of Information Technology Services 

THROUGH: Tor Yang, Division Director of Infrastructure
Department of Information Technology Services 

FROM: Ace Robinson, IT Manager Infrastructure
Department of Information Technology Services 

SUBJECT: Recommendation to Renew OS024-18 Cisco Maintenance and Support on an Annual Contract

DATE: June 25, 2024

REQUESTED ACTION

The Department of Information Technology Services recommends renewal of the above referenced contract with ProSys Information Systems, Inc. for the period of September 1, 2024 through August 31, 2025 in the base amount of \$2,184,883.59.

DESCRIPTION

The County's enterprise network and telephony infrastructure is standardized on Cisco equipment and software installed at all our network-connected locations throughout the County. The equipment covered by this agreement includes network routers & switches, wireless technology, security devices and software, telephony equipment, etc. It is imperative that the County have a contract in place to maintain operational efficiency and to minimize the downtime caused by hardware failures, software issues, ransomware, or other threats. The agreement provides for next business day replacement during normal business hours, twenty-four-hour phone support, and software upgrades.

The County's Cisco Agreement is under the State of Georgia's Statewide Contract for Networking Equipment and IT Infrastructure Products and is governed by Georgia State Contract #99999-SPD-T20120501-0006. This contract is routinely competitively procured by the State of Georgia. It is in the best interest of Gwinnett County to piggyback on this contract as it allows local governments to take advantage of the State's large purchasing volume, enabling the County to purchase Cisco products at significantly reduced discounts.

FINANCIAL

1. Estimated amount to be spent: \$2,184,883.59.
2. Amount spent previous contract period: \$2,035,064.31.
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Constance Clinkscales Contact phone: 770-822-8987
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	665	170000	44400009	50404216		\$728,294.53	33.33%
2025	665	170000	44400009	50404216		\$1,456,589.06	66.67%
Total						\$2,184,883.59	100.00%

Transfer Required: Yes No

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

6025 THE CORNERS PKWY, SUITE 120
 NORCROSS, GA 30092
 678-268-1300



Account Executive: Chris McElrath
 Customer Contact: Ace Robinson
 Customer Email: ace.robinson@gwinnettcountry.com

Gwinnett County
 Quote #: 272181904
 Contract OS024-18

Date: 5/22/2024

Quantity	PAK/Serial Number	Product Number	Product Description	Major/Minor	Target Contract #	Service Level	Service Level Description	Start Date	End Date	Last Date of Support	End Customer Address Line 1	End Customer City	List Price	Discount	Customer Price
1	FXS2402Q3D2	ASR1001-X	Cisco ASR1001-X Chassis, 6 built-in GE, Dual P/S, 8GB DRAM	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 1,876.00	17.00%	\$ 1,557.08
1	FXS2403Q2BL	ASR1001-X	Cisco ASR1001-X Chassis, 6 built-in GE, Dual P/S, 8GB DRAM	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 1,876.00	17.00%	\$ 1,557.08
1	FXS2308Q3BE	ASR1001X-20G-VPN	ASR1001-X, 20G, VPN Bundle, K9, AES, Built-in 6x1G, 2x10G	Major	204304428	SSSNT	SOLN SUPP 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 1,878.00	17.00%	\$ 1,558.74
1	FXS2333Q0VM	ASR1001X-20G-VPN	ASR1001-X, 20G, VPN Bundle, K9, AES, Built-in 6x1G, 2x10G	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 1,502.00	17.00%	\$ 1,246.66
1	FXS2333Q0WQ	ASR1001X-20G-VPN	ASR1001-X, 20G, VPN Bundle, K9, AES, Built-in 6x1G, 2x10G	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 1,502.00	17.00%	\$ 1,246.66
1	FXS244701LD	ASR1001X-20G-VPN	ASR1001-X, 20G, VPN Bundle, K9, AES, Built-in 6x1G, 2x10G	Major	204304428	SSSNT	SOLN SUPP 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 1,878.00	17.00%	\$ 1,558.74
1	WZP23320TVD	BE6M-M5-K9	Cisco Business Edition 6000M (M5) Appliance, Export Restr SW	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	29-Feb-2028	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 534.08	17.00%	\$ 443.29
1	WZP23340A48	BE6M-M5-K9	Cisco Business Edition 6000M (M5) Appliance, Export Restr SW	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	29-Feb-2028	75 LANGLEY DR	LAWRENCEVILLE	\$ 534.08	17.00%	\$ 443.29
1	WZP23340A4M	BE6M-M5-K9	Cisco Business Edition 6000M (M5) Appliance, Export Restr SW	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	29-Feb-2028	75 LANGLEY DR	LAWRENCEVILLE	\$ 534.08	17.00%	\$ 443.29
1	WZP23350EDL	BE7H-M5-K9	*Cisco Business Edition 7000H (M5) Appliance, Export Restr SW	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	29-Feb-2028	75 LANGLEY DR	LAWRENCEVILLE	\$ 2,644.94	17.00%	\$ 2,195.30
1	WZP23350EDP	BE7H-M5-K9	*Cisco Business Edition 7000H (M5) Appliance, Export Restr SW	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	29-Feb-2028	75 LANGLEY DR	LAWRENCEVILLE	\$ 2,644.94	17.00%	\$ 2,195.30
1	WZP23350EFZ	BE7H-M5-K9	*Cisco Business Edition 7000H (M5) Appliance, Export Restr SW	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	29-Feb-2028	75 LANGLEY DR	LAWRENCEVILLE	\$ 2,644.94	17.00%	\$ 2,195.30
1	WZP23350EH8	BE7H-M5-K9	*Cisco Business Edition 7000H (M5) Appliance, Export Restr SW	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	29-Feb-2028	75 LANGLEY DR	LAWRENCEVILLE	\$ 2,644.94	17.00%	\$ 2,195.30
1	FLM2241WOUR	C1-CISCO4321/K9	*Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Oct-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 343.90	17.00%	\$ 285.44
1	FLM2241WOUS	C1-CISCO4321/K9	*Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Oct-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 343.90	17.00%	\$ 285.44
10	C1-CUBEE-1	*Cisco ONE CUBE License(OLD OFFER) for UCWAN Bundle(RTU)	Major	204304428	ECMU	SWSS		01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ -	#DIV/0!	\$ -
10	C1-CUBEE-1	*Cisco ONE CUBE License(OLD OFFER) for UCWAN Bundle(RTU)	Major	204304428	ECMU	SWSS		01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ -	#DIV/0!	\$ -
15	C1-CUBEE-RED	*Cisco ONE license (OLD OFFER) for CUBE RED One Session (RTU)	Major	204304428	ECMU	SWSS		01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 225.00	17.00%	\$ 186.75
15	C1-CUBEE-RED	*Cisco ONE license (OLD OFFER) for CUBE RED One Session (RTU)	Major	204304428	ECMU	SWSS		01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 225.00	17.00%	\$ 186.75
10	C1-CUBE-STD-RED-UP	*License upgrade (OLD OFFER) from C1 CUBE STD to C1 CUBE R	Major	204304428	ECMU	SWSS		01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 150.00	17.00%	\$ 124.50
10	C1-CUBE-STD-RED-UP	*License upgrade (OLD OFFER) from C1 CUBE STD to C1 CUBE R	Major	204304428	ECMU	SWSS		01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 150.00	17.00%	\$ 124.50
1	JAD23211CSD	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAD23230GPC	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAD23230GVC	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAD23230GWT	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAD23311R0L	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE23480NR0	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE23480NS1	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE23480NUE	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE23480NV6	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE23480NW2	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE23480NWA	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE23480NX5	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE23480NXK	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE23480NXZ	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE23480NZL	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020TK2	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020TKL	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020TMK	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020U47	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020U48	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020U7P	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020U7Q	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020U8X	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020U93	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020U95	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020U96	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020V5S	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020VBP	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020VBV	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020VCA	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020VCB	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020VD4	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020VDK	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020VDN	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020VEK	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51
1	JAE24020VPL	C9200-24P-A	Catalyst 9200 24-port PoE+, Network Advantage	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 297.00	17.00%	\$ 246.51

Quantity	PAK/Serial Number	Product Number	Product Description	Major/Minor	Target Contract #	Service Level	Service Level Description	Start Date	End Date	Last Date of Support	End Customer Address Line 1	End Customer City	List Price	Discount	Customer Price
1		CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DR	LAWRENCEVILLE	\$ 175.00	17.00%	\$ 145.25
1		CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DR	LAWRENCEVILLE	\$ 175.00	17.00%	\$ 145.25
1		CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DR	LAWRENCEVILLE	\$ 175.00	17.00%	\$ 145.25
1		CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DR	LAWRENCEVILLE	\$ 175.00	17.00%	\$ 145.25
1		CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DR	LAWRENCEVILLE	\$ 175.00	17.00%	\$ 145.25
1	GET272300X8	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	09-Oct-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 156.78	17.00%	\$ 130.13
1	GET272300YX	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	09-Oct-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 156.78	17.00%	\$ 130.13
1	GET2723017Z	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	09-Oct-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 156.78	17.00%	\$ 130.13
1	GET272301MY	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	09-Oct-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 156.78	17.00%	\$ 130.13
1	GET2723012Y	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	09-Oct-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 156.78	17.00%	\$ 130.13
1	GET27300047	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	17-Nov-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 138.08	17.00%	\$ 114.61
1	GET2730002Z	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	17-Nov-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 138.08	17.00%	\$ 114.61
1	GET27300190	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	17-Nov-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 138.08	17.00%	\$ 114.61
1	GET273001AG	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	17-Nov-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 138.08	17.00%	\$ 114.61
1	GET273001BM	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	17-Nov-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 138.08	17.00%	\$ 114.61
1	GET273001C1	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	17-Nov-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 138.08	17.00%	\$ 114.61
1	GET273001CC	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	17-Nov-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 138.08	17.00%	\$ 114.61
1	GET273001LR	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	17-Nov-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 138.08	17.00%	\$ 114.61
1	GET273001M4	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone kit	Major	New	SNT	SNTC 8X5XNBD	17-Nov-2024	31-Aug-2025		455 GRAYSON HWY	LAWRENCEVILLE	\$ 138.08	17.00%	\$ 114.61
1	WKK19250212	CTS-MIC-TABL60	*Cisco TelePresence Table Microphone 60	Minor	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Oct-2024	31-Dec-2024	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 13.18	17.00%	\$ 10.94
1	WKK20303246	CTS-MIC-TABL60	*Cisco TelePresence Table Microphone 60	Minor	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Oct-2024	31-Dec-2024	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 13.18	17.00%	\$ 10.94
1	WKK21452396	CTS-MIC-TABL60	*Cisco TelePresence Table Microphone 60	Minor	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Oct-2024	31-Dec-2024	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 13.18	17.00%	\$ 10.94
1	WKK21452413	CTS-MIC-TABL60	*Cisco TelePresence Table Microphone 60	Minor	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Oct-2024	31-Dec-2024	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 13.18	17.00%	\$ 10.94
1	WKK21452589	CTS-MIC-TABL60	*Cisco TelePresence Table Microphone 60	Minor	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Oct-2024	31-Dec-2024	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 13.18	17.00%	\$ 10.94
1		CTS-SPKER-TRAC60	Cisco TelePresence Speaker Track 60 Kit	Major	204304428	SSNT	SOLN SUPP 8X5XNBD	01-Sep-2024	31-Aug-2025	30-Apr-2029	75 LANGLEY DR	LAWRENCEVILLE	\$ 2,495.23	17.00%	\$ 2,071.04
1	FTT194200HA	CTS-SX80CODEC	*Cisco SX80 Codec	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Oct-2024	31-Oct-2024	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ -	#DIV/0!	\$ -
1		CTS-SX80-IP60-K9	*Cisco SX80 Codec, Precision 60 Cam, Touch 10	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Oct-2024	31-Oct-2024	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 581.59	17.00%	\$ 482.72
1	FCZ2249D05X	CTS-SX80-IPST60-K9	*Cisco SX80 Codec, Speaker Track 60, Touch 10	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Oct-2024	31-Oct-2024	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 712.93	17.00%	\$ 591.73
1	FTT2050X07A	CTS-SX80-IPST60-K9	*Cisco SX80 Codec, Speaker Track 60, Touch 10	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Oct-2024	31-Oct-2024	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 712.93	17.00%	\$ 591.73
80		CUBE-MP-RED	*CUBE - 1 Redundant Media Proxy Session License	Minor	204304428	ECMU	SWSS	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 1,840.00	17.00%	\$ 1,527.20
400		CUBE-T-RED	*CUBE - 1 Redundant Trunk Session License	Minor	204304428	ECMU	SWSS	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 9,200.00	17.00%	\$ 7,636.00
400		CUBE-T-RED	*CUBE - 1 Redundant Trunk Session License	Minor	204304428	ECMU	SWSS	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 9,200.00	17.00%	\$ 7,636.00
15		CUBE-T-RED	*CUBE - 1 Redundant Trunk Session License	Minor	204304428	ECMU	SWSS	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 345.00	17.00%	\$ 286.35
15		CUBE-T-RED	*CUBE - 1 Redundant Trunk Session License	Minor	204304428	ECMU	SWSS	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 345.00	17.00%	\$ 286.35
1	WMP242700DL	DN2-HW-APL-L	Cisco Catalyst Center Appliance (Gen 2) - 56 Core	Major	204304428	SSNT	SOLN SUPP 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Mar-2029	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 10,540.32	17.00%	\$ 8,748.47
1	WMP242700DN	DN2-HW-APL-L	Cisco Catalyst Center Appliance (Gen 2) - 56 Core	Major	204304428	SSNT	SOLN SUPP 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Mar-2029	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 10,540.32	17.00%	\$ 8,748.47
1	WZP232400R8	DN2-HW-APL-L	Cisco Catalyst Center Appliance (Gen 2) - 56 Core	Major	204304428	SSNT	SOLN SUPP 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Mar-2029	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 10,540.32	17.00%	\$ 8,748.47
1	I10T093A00B	FLSA1-1X-2.5-20G	2.5G to 20Gbps upgrade License for ASR 1001-X, Built-in 2x10	Minor	204304428	SSNT	SOLN SUPP 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 2,743.00	17.00%	\$ 2,276.69
1	EALU0ERVFAH	FLSA1-1X-2.5-20G	2.5G to 20Gbps upgrade License for ASR 1001-X, Built-in 2x10	Minor	204304428	SSNT	SOLN SUPP 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 2,743.00	17.00%	\$ 2,276.69
1	SDX71NVT1V	FLSA1-1X-2.5-20G	2.5G to 20Gbps upgrade License for ASR 1001-X, Built-in 2x10	Minor	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 2,194.00	17.00%	\$ 1,821.02
1	ZC1ZBP9EPB3	FLSA1-1X-2.5-20G	2.5G to 20Gbps upgrade License for ASR 1001-X, Built-in 2x10	Minor	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 2,194.00	17.00%	\$ 1,821.02
2	L42NOMBOOF2	FLSA1-BIN-1X10GE	ASR1001-X Built-In 10GE 1-port License	Minor	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 1,142.00	17.00%	\$ 947.86
2	RZ9HBMATAK7M	FLSA1-BIN-1X10GE	ASR1001-X Built-In 10GE 1-port License	Minor	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 1,142.00	17.00%	\$ 947.86
1		FLSASR1-IPSEC	IPSEC License for ASR1000 Series	Minor	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 816.00	17.00%	\$ 677.28
1		FLSASR1-IPSEC	IPSEC License for ASR1000 Series	Minor	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 816.00	17.00%	\$ 677.28
1		FLSASR1-IPSEC	IPSEC License for ASR1000 Series	Minor	204304428	SSNT	SOLN SUPP 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 1,020.00	17.00%	\$ 846.60
1		FLSASR1-IPSEC	IPSEC License for ASR1000 Series	Minor	204304428	SSNT	SOLN SUPP 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Jul-2027	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 1,020.00	17.00%	\$ 846.60
1	WMP242600QD	FMC2600-K9	Cisco Firepower Management Center 2600 Chassis	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	30-Nov-2028	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 9,393.00	17.00%	\$ 7,796.19
1	WMP242600VH	FMC2600-K9	Cisco Firepower Management Center 2600 Chassis	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	30-Nov-2028	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 9,393.00	17.00%	\$ 7,796.19
1	WZP23390524	FMC4600-K9	Cisco Firepower Management Center 4600 Chassis	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	30-Nov-2028	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 17,910.00	17.00%	\$ 14,865.30
1	WZP233905A9	FMC4600-K9	Cisco Firepower Management Center 4600 Chassis	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	30-Nov-2028	75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 17,910.00	17.00%	\$ 14,865.30
1	I10T093A00B	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 113.00	17.00%	\$ 93.79
1	JMX2434X1KT	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 113.00	17.00%	\$ 93.79
1	JMX2434X1KR	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 113.00	17.00%	\$ 93.79
1	JMX2434X1KU	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 113.00	17.00%	\$ 93.79
1	JMX2434X1LL	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 113.00	17.00%	\$ 93.79
1	JMX2434X1LN	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 113.00	17.00%	\$ 93.79
1	JMX2717X17T	FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 113.00	17.00%	\$ 93.79
1	JMX2436X0ER	FPR1120-NGFW-K9	Cisco Firepower 1120 NGFW Appliance, 1U	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 443.00	17.00%	\$ 367.69
1	JMX2436X0ES	FPR1120-NGFW-K9	Cisco Firepower 1120 NGFW Appliance, 1U	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 443.00	17.00%	\$ 367.69
1	JMX2436X0F5	FPR1120-NGFW-K9	Cisco Firepower 1120 NGFW Appliance, 1U	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 443.00	17.00%	\$ 367.69
1	JMX2436X0F7	FPR1120-NGFW-K9	Cisco Firepower 1120 NGFW Appliance, 1U	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 443.00	17.00%	\$ 367.69
1	JMX2436X0F9	FPR1120-NGFW-K9	Cisco Firepower 1120 NGFW Appliance, 1U	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 443.00	17.00%	\$ 367.69
1	JMX2436X0FB	FPR1120-NGFW-K9	Cisco Firepower 1120 NGFW Appliance, 1U	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 443.00	17.00%	\$ 367.69
1	JMX2436X1F2	FPR1120-NGFW-K9	Cisco Firepower 1120 NGFW Appliance, 1U	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025		75 LANGLEY DRIVE	LAWRENCEVILLE	\$ 443.00	17.00%	\$ 367.69

Quantity	PAK/Serial Number	Product Number	Product Description	Major/Minor	Target Contract #	Service Level	Service Level Description	Start Date	End Date	Last Date of Support	End Customer Address Line 1	End Customer City	List Price	Discount	Customer Price
1	FDO232316JH	N9K-C93180YC-EX	Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28	Major	New	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	31-Aug-2027	700 HI-HOPE DRIVE	Lawrenceville	\$ 2,113.06	17.00%	\$ 1,753.84
1		NXOS-ES-XF	NX-OS Essentials license for Nexus 9300 (10G+) Platforms	Minor	New	ECMU	SWSS	01-Sep-2024	31-Aug-2025		700 HI-HOPE DRIVE	Lawrenceville	\$ 996.00	17.00%	\$ 826.68
1		NXOS-ES-XF	NX-OS Essentials license for Nexus 9300 (10G+) Platforms	Minor	New	ECMU	SWSS	01-Sep-2024	31-Aug-2025		700 HI-HOPE DRIVE	Lawrenceville	\$ 996.00	17.00%	\$ 826.68
1		NXOS-ES-XF	NX-OS Essentials license for Nexus 9300 (10G+) Platforms	Minor	New	ECMU	SWSS	01-Sep-2024	31-Aug-2025		700 HI-HOPE DRIVE	Lawrenceville	\$ 996.00	17.00%	\$ 826.68
1		NXOS-ES-XF	NX-OS Essentials license for Nexus 9300 (10G+) Platforms	Minor	New	ECMU	SWSS	01-Sep-2024	31-Aug-2025		700 HI-HOPE DRIVE	Lawrenceville	\$ 996.00	17.00%	\$ 826.68
1	FJC27251R5G	VG310	Modular 24 FXS Port VoIP Gateway with PVD3-64	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	30-Sep-2029	75 LANGLEY DR	LAWRENCEVILLE	\$ 609.73	17.00%	\$ 506.08
1	FJC27251R6E	VG310	Modular 24 FXS Port VoIP Gateway with PVD3-64	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	30-Sep-2029	75 LANGLEY DR	LAWRENCEVILLE	\$ 609.73	17.00%	\$ 506.08
1	FJC27341TG0	VG310	Modular 24 FXS Port VoIP Gateway with PVD3-64	Major	204304428	SNT	SNTC 8X5XNBD	01-Sep-2024	31-Aug-2025	30-Sep-2029	75 LANGLEY DR	LAWRENCEVILLE	\$ 609.73	17.00%	\$ 506.08
												MAIN TOTAL	\$ 2,137,265.80		\$ 1,773,931.85

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240672			
Department:	Law Department	Date Submitted:	07/05/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Michael P. Ludwiczak	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	<input type="checkbox"/> No
<p>for the Chairwoman to execute an agreement with Decatur ZS LLC for the installation and maintenance of a monument sign within the County maintained right of way adjacent to 2893 Lawrenceville Suwanee Road, Suwanee, Tax Parcel No. R7152 017. There is no cost to the County. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification Memorandum, Map, and Encroachment Agreement		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation			
BAC Action:			
Department Head	mpludwiczak (7/17/2024)		
Attorney	tllettsome (7/23/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (7/22/2024)
Finance Comments	*No budget impact.			FinDir's Initials
				bjalexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action:	<input type="text" value="New Item"/>	
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Michael P. Ludwiczak *ML*
County Attorney

FROM: Tracy L. Lettsome *TL*
Senior Assistant County Attorney

SUBJECT: Encroachment Agreement – GCID 2024-0672

DATE: July 5, 2024

ITEM OF BUSINESS

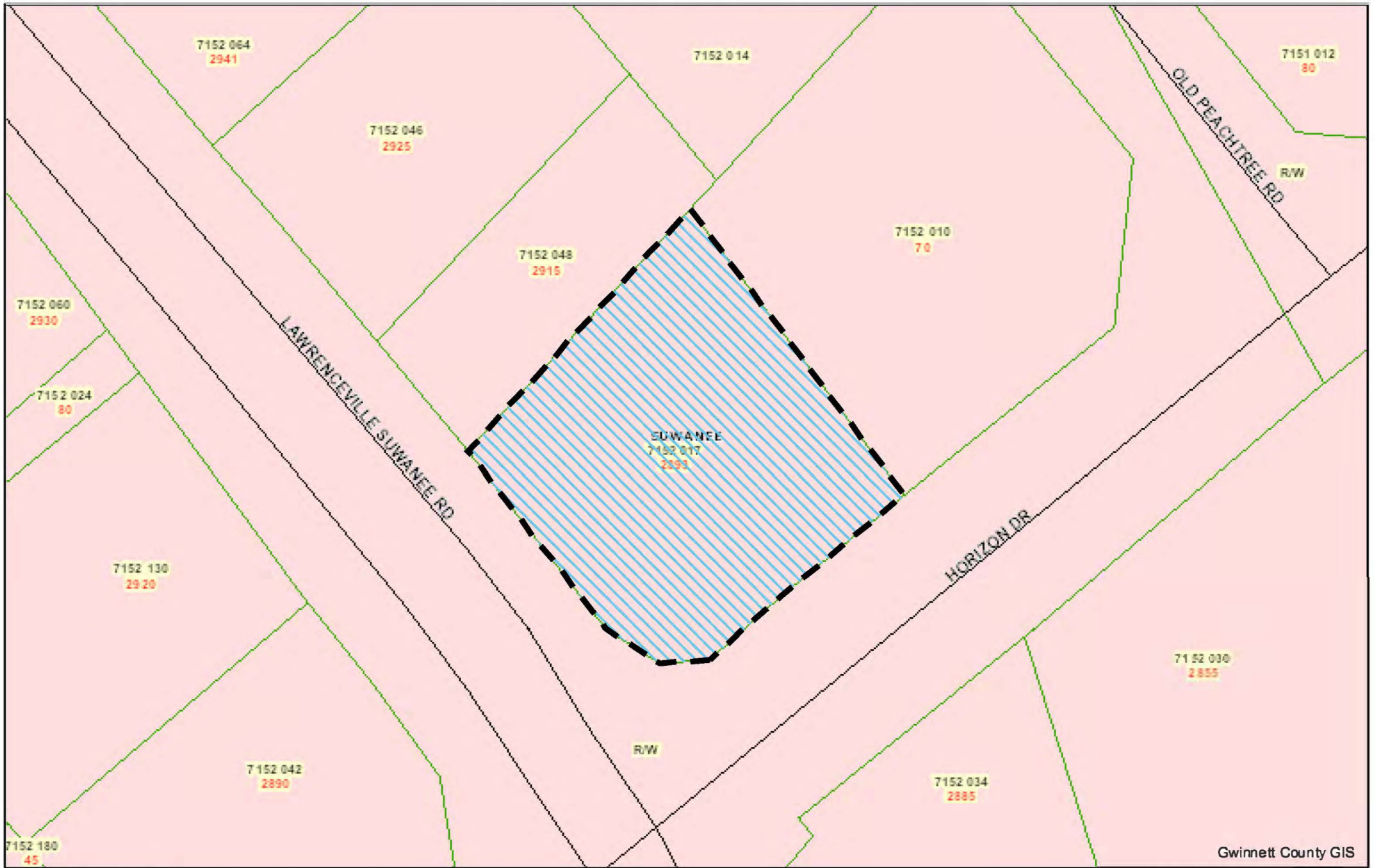
Approval/Authorization for the Chairwoman to execute an Encroachment Agreement with Decatur ZS LLC for the installation and maintenance of a monument sign within the County maintained right of way adjacent to 2893 Lawrenceville Suwanee Road, Suwanee, Tax Parcel No. R7152 017. There is no cost to the County. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

Decatur ZS LLC requested to install its service station's monument sign within the County maintained right of way adjacent to 2893 Lawrenceville Suwanee Road in the City of Suwanee. This monument sign will replace the current signage which is located on the roof of the Texaco gas station operating at that address. Decatur ZS LLC will be responsible for all costs associated with the installation and maintenance of this monument sign. There is no cost to the County. This parcel is located within District 4.

If you have any questions with regard to this matter, please do not hesitate to contact me at extension 8791.

GWINNETT COUNTY GIS MAP



Gwinnett County GIS

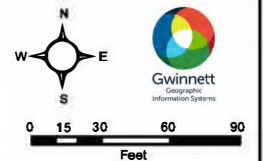
Location



Project Name: Decatur ZS LLC Monument Sign

GCID: 20240672

Commission District: 4



**STATE OF GEORGIA
GWINNETT COUNTY**

**ENCROACHMENT AGREEMENT
BETWEEN DECATUR ZS LLC AND GWINNETT COUNTY, GEORGIA
REGARDING PLACEMENT OF MONUMENT SIGN**

This **Encroachment Agreement** is entered into this _____ day of _____, 2024, by and between Decatur ZS LLC, a Georgia limited liability company, 10060 Medlock Bridge Road, Suite 200, Johns Creek, Georgia (hereinafter, the "Owner") and GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia, 75 Langley Drive, Lawrenceville, Georgia (hereinafter, the "County");

WITNESSETH:

The County hereby consents to the Owner's placement of a monument sign on County-owned right-of-way adjacent to the Owner's property located at 2893 Lawrenceville Suwanee Road, Suwanee, Tax Parcel R7152 017, Gwinnett County, Georgia as indicated on plans by Boundary Zone, Inc., dated October 29, 2021, attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter, the "Encroachment"), subject to the following terms and conditions:

1. The Owner agrees to use said designated area within the County's right-of-way solely for the placement of a monument sign as shown on Exhibit "A" attached here to and in such a manner as will not interfere with the County's use and enjoyment of said right-of-way.
2. The Owner agrees that the Encroachment shall in no way affect the validity of the County's title to said land and shall in no way modify or restrict the use or rights of the County, its successors or assigns, in and to the area to be used by the Owner. The Owner acknowledges the County's right and title to said right-of-way and the priority of the County's right of use and hereby agrees not to resist or assail said priority.
3. The Owner shall and hereby agrees to obtain all approvals and permits necessary for the Encroachment.
4. The Owner shall and hereby agrees to maintain the Encroachment in good repair at the Owner's sole expense and shall and does hereby release the County from any claims arising out of the Owner's failure to so maintain the Encroachment. In the event that the County notifies the Owner of any maintenance or repairs which need to be made, the Owner shall

correct the problem within ten (10) days after receipt of notification, or such lesser time as indicated in the notice in the event of an emergency repair. If the Owner has not made said repairs or maintenance as provided herein, the County may enter the property to conduct such repairs or maintenance, and the Owner shall reimburse the County for any and all costs incurred as a result of the County performing such repairs or maintenance.

5. The Owner shall and hereby agrees to repair at its own expense any damage to the County's right-of-way or facilities located thereon resulting from the Encroachment, or at the County's option, to reimburse the County for all cost and expense incurred by the County to repair any such damage. If the Owner has not made said repairs within a reasonable time, the County may conduct such repairs, and the Owner shall reimburse the County for any and all costs incurred as a result of the County performing such repairs.
6. The Owner shall and hereby agrees that if, in the opinion of the County, it becomes necessary, as a result of the Encroachment, for the County to relocate, rearrange, or change any of the County's facilities located on the right-of-way, the Owner shall promptly reimburse the County for all cost and expense involved in such relocation, rearrangement or change of said facilities.
7. If the County determines, at any time, that the Encroachment or the location thereof interfere with the needs of the County, then the Owner shall, within thirty (30) days of receipt of written notice from the County, remove such Encroachment from the right-of-way, at the Owner's sole cost and expense, and restore the right-of-way to a condition substantially similar to that existing immediately prior to the placement of the Encroachment or to an acceptable substituted condition as approved by the County. If the Owner does not remove the encroachment or restore the property as provided herein, the County may enter the property to conduct such removal or restoration, and the Owner shall reimburse the County for any and all costs incurred as a result of the County performing such removal and restoration. The County will cooperate with the Owner in good faith to find a mutually agreeable location to relocate such removed Encroachment, and if such a location is available on the County's right-of-way, then the Owner may, subject to any other approvals that may be required, at its sole cost and expense, relocate such Encroachment to such alternate location pursuant to another "Encroachment Agreement" executed by the parties hereto. This Agreement will automatically terminate upon the removal of the Encroachment pursuant to this Paragraph.
8. The Owner agrees to notify or have the Owner's contractor notify the County's Department of Transportation at least seven (7) business days prior to any construction or other work related to the Encroachment being performed in the County's right-of-way.
9. The Encroachment shall be at the sole risk and expense of the Owner, and the County is specifically relieved of any responsibility for damage to the facilities and property of the Owner resulting or occurring from the Encroachment. The Owner covenants not to sue or make any claim against the County in that instance.
10. The Owner shall and hereby agrees to indemnify, save harmless and defend the County, its agents, officers, and employees from any and all lawsuits, actions or claims of any character brought because of any injuries (including death) or damage received or sustained by any person, persons or property in any way attributable to or arising out of the construction, operation and/or maintenance of the Encroachment, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, costs of investigation and costs of defense. The Owner

hereby agrees to incorporate in any and all of its contracts and/or agreements with any and all third persons, contractors, or subcontractors, for any work or construction done related to the Encroachment, a provision requiring said third parties, contractors, or subcontractors to similarly indemnify, save harmless and defend the County, its agents, officers and employees as provided for herein.

11. The Owner shall and hereby agrees to carry, if performing work or construction related to the Encroachment on said right-of-way property, and require that any such third party, contractor, or subcontractor doing or providing any such work or construction carry insurance as required by Exhibit "B", attached hereto and incorporated herein by reference.
12. The term of this Agreement shall be for a period of fifty (50) years, commencing upon execution hereof by the County, subject to any rights of termination as are hereinabove set forth.
13. The Owner shall not assign or transfer this Agreement or any right occurring under this Agreement without the express written consent of the County.
14. Nothing herein contained in this Agreement shall be construed as giving the Owner anything more than permission for the Encroachment and such permission does not give to the Owner any easement, title, right or interest in the right of way or land.
15. The parties shall have the right to record this Agreement or a notice there of.
16. This Agreement shall be governed by and interpreted under the laws of the State of Georgia.
17. The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
18. This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.
19. This Agreement shall inure to the benefit of and be binding upon the parties, successors and/or assigns subject, however, to the limitations contained in this Agreement.

The Owner hereby accepts the foregoing consent subject to the terms and conditions set forth above.

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

**Decatur ZS LLC,
a Georgia limited liability company**

Signed, sealed and delivered
in the presence of:

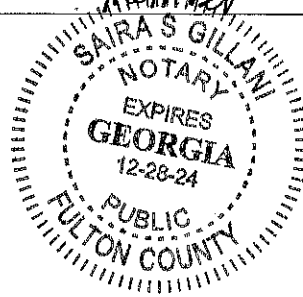
[Handwritten Signature]

Unofficial Witness

By:
Title:

[Handwritten Signature]

Member



[Handwritten Signature]

Notary Public

My Commission Expires: 12-28-24.

Gwinnett County, Georgia

Signed, sealed and delivered
in the presence of:

Unofficial Witness

By:

Nicole L. Hendrickson
Chairwoman

Attest:

Clerk or Deputy Clerk

(County Seal)

Notary Public

My Commission Expires: _____

Approved as to form:

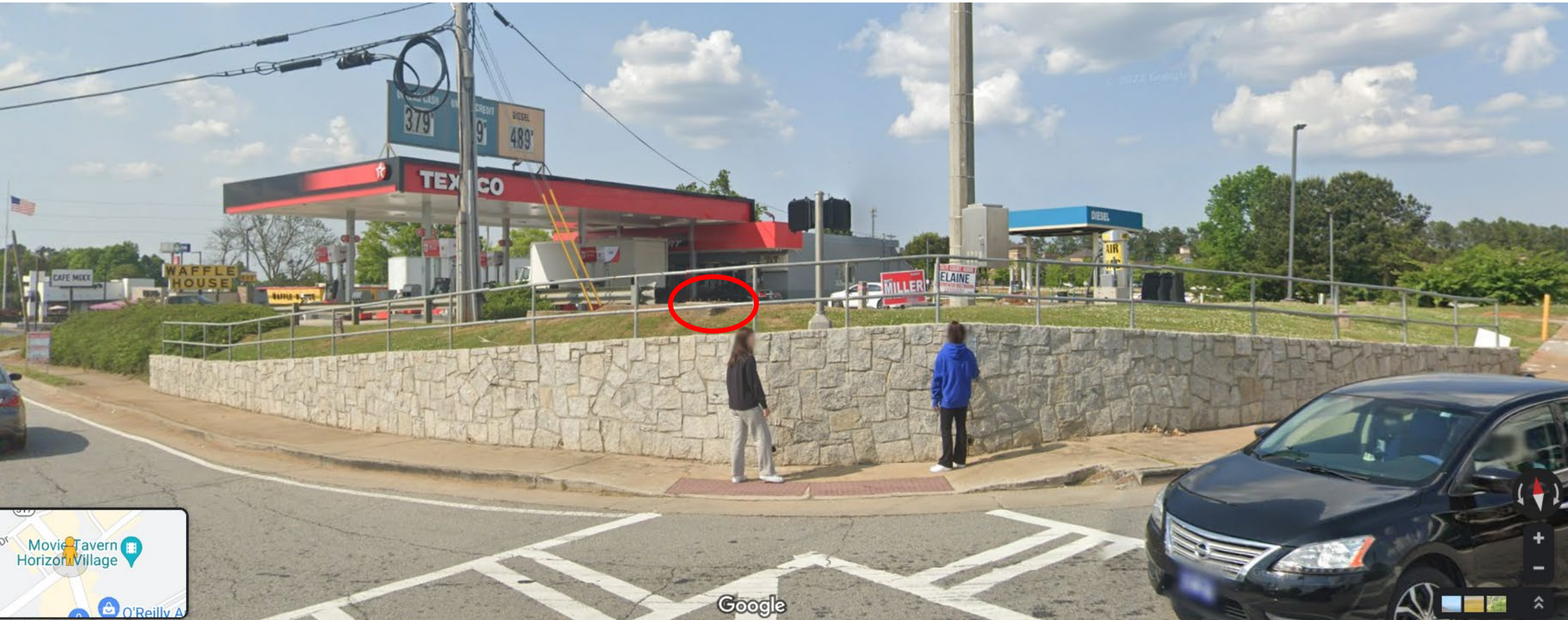
Jenny S. Carter
Deputy County Attorney

Exhibit "A"

Red circle is the original sign mount and the location approved by the City of Suwanee.



Street view of approved sign location



Approved Sign

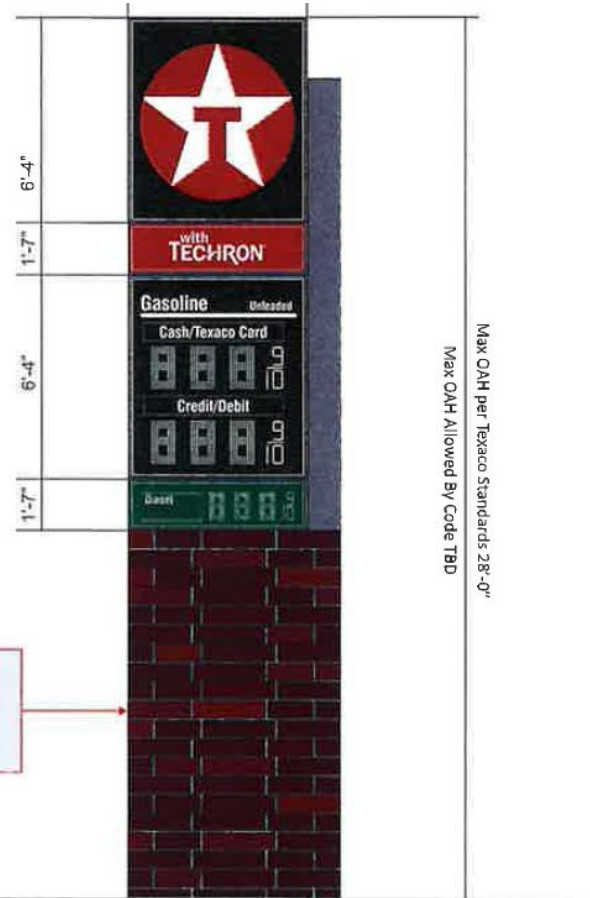
LED priced w/ 2-tier (Cash/Credit) pricing for Regular.
 Sign pole to be painted Texaco Dark Gray.
 Bottom of sign to be cladded with brick.

Exact MID Location TBD



← STREET
 Sign flags toward the street.

**Bottom of sign to be
 cladded with brick.**



Sq. Ft. Calc

Existing:
 N/A sq ft
 Proposed:
 88.38 sq ft



Revisions:	
Rev. 0 - Original Drawing	3/16/2021
Rev. 1 - Brick Base	03/30/2021

Address: **2893 Lawrenceville-Suwanee Rd.**
Suwanee, GA
 Customer: JONES PETROLEUM

Job Number: JNP-27709-TX
 Date: 03/16/2021

This original drawing is property of T.I. and is not to be exhibited, copied, or reproduced without permission.

Exhibit "B"

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

5. Gwinnett County Board of Commissioners **(and any applicable Authority)** should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance

Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240715			
Department:	Law Department	Date Submitted:	07/17/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	dsnighththunder	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	<input type="text" value="No"/>
<p>for the Chairwoman to execute a Resolution, a Memorandum of Understanding with the State of Georgia, and a Subdivision Participation and Release form, to participate in the national Kroger Settlement. Authorization for the Chairwoman to execute any and all documents necessary to effectuate the settlement. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification Memorandum, Resolution		
Authorization: Chairwoman's Signature?	<input type="text" value="Yes"/>		
Staff Recommendation			
BAC Action:			
Department Head	mpludwiczak (7/17/2024)		
Attorney	mpludwiczak (7/23/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
		*		mbwoods (7/23/2024)
Finance Comments	*Adjust revenue and appropriation budgets as necessary.			FinDir's Initials
				bjalexzulian (7/22/2024)


Budget Adjust
 Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken Vote
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	



MEMORANDUM

TO: Chairwoman
District Commissioners

FROM: Michael P. Ludwiczak 
County Attorney

SUBJECT: GCID 2024-0715 - Participation in the National Kroger Settlement

DATE: July 8, 2024

ITEM OF BUSINESS

Approval/authorization for the Chairwoman to execute a Resolution, a Memorandum of Understanding with the State of Georgia, and a Subdivision Participation and Release Form, to participate in the national Kroger Settlement. Authorization for the Chairwoman to execute any and all documents necessary to effectuate the settlement. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

Beginning in 2018 Gwinnett County, along with the State of Georgia and many other state and local governments around the country, initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the actions in creating and perpetuating the national opioid epidemic and to seek equitable and monetary relief. Settlements have already been reached with numerous opioid manufacturers and distributors.

Defendant Kroger has now reached a national settlement with certain states, including the State of Georgia, and local governments such as Gwinnett County have the option to join in the proposed settlement. The State of Georgia proposes entering a Memorandum of Understanding (referred to as the "2024 MOU") with Gwinnett County regarding the Kroger Settlement, the purpose of which is to maximize the settlement funds available and to control how settlement funds are allocated between the State of Georgia and the local governments. This 2024 MOU is similar in all material respects to prior agreements Gwinnett County has entered with the State of Georgia regarding prior settlements.

If you have any questions, please contact me at 770.822.8715.

**GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA**

RESOLUTION ENTITLED: RESOLUTION TO PARTICIPATE IN THE NATIONAL KROGER SETTLEMENT

ADOPTION DATE: AUGUST 6, 2024

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Nicole L. Hendrickson, Chairwoman		
Kirkland D. Carden, District 1		
Ben Ku, District 2		
Jasper Watkins III, District 3		
Matthew Holtkamp, District 4		

On motion of Commissioner _____, which carried by a ___-___ vote, the Gwinnett County Board of Commissioners hereby adopts the following Resolution entitled:

RESOLUTION TO PARTICIPATE IN THE NATIONAL KROGER SETTLEMENT

WHEREAS, beginning in 2018 Gwinnett County, along with the State of Georgia and other state and local governments around the country, initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigations*, MDL 2804, to hold them accountable for their actions in creating and perpetuating the national opioid epidemic and to seek equitable and monetary relief; and

WHEREAS, Defendant Kroger has reached a national settlement (hereinafter the "Kroger Settlement") with certain states, including the State of Georgia, and local governments such as Gwinnett County now have the option to join and be bound by the Kroger Settlement; and

WHEREAS, the State of Georgia proposes entering a Memorandum of Understanding (referred to as the "2024 MOU") with Gwinnett County regarding the Kroger Settlement, the purpose of which is to maximize the settlement funds available and to control how settlement funds are allocated between the State of Georgia and the participating local governments; and

WHEREAS, Gwinnett County desires to participate in the Kroger Settlement and to enter the 2024 MOU with the State of Georgia.

NOW, THEREFORE, BE IT RESOLVED by the Gwinnett County Board of Commissioners, as follows:

Section 1. The County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the Kroger Settlement.

Section 2. The County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the 2024 MOU with the State of Georgia regarding the Kroger Settlement.

Section 3. The County Board of Commissioners hereby appoints NICOLE LOVE HENDRICKSON (CHAIRWOMAN) as the duly-appointed representative of the County for the purposes of participating in the Kroger Settlement, executing and agreeing to be bound by the terms of the 2024 MOU regarding the Kroger Settlement.

Section 4. The County Board of Commissioners directs the Chairwoman to execute any and all documents necessary to demonstrate the County's agreement to be bound by the terms of the Kroger Settlement, including but not limited to the 2024 MOU and the Subdivision Participation and Release Form.

Section 5. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. This Resolution shall be in full force and effect from and after its adoption as provided by law.

THIS RESOLUTION is adopted this the 6th day of August, 2024.

GWINNETT COUNTY, GEORGIA

By: _____
Nicole Love Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

2024-0715

ATTEST:

By: _____
Tina King, County Clerk
(Seal)

Approved as to Form:

By: _____
County Attorney

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**State of Georgia and Local Governments: Memorandum of Understanding
Concerning National Settlement with The Kroger Co.**

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

On March 22, 2024, The Kroger Co. (“Kroger”) agreed to a national settlement framework (the “Opioid Settlement”) that the State of Georgia and LGs are eligible to join.

During April 2024, the State entered into the Opioid Settlement. The LGs have until August 12, 2024 to opt in to the Opioid Settlement.

This Memorandum of Understanding (“Memorandum” or “2024 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlement to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.



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I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Opioid Settlement as defined in this 2024 MOU which are allocated to Georgia and its Participating Local Governments under the Opioid Settlement.
- d. “Opioid Settlement” means the Kroger Opioid Settlement dated March 22, 2024.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i) all litigating subdivisions listed on Exhibit “C” of the Opioid Settlement, and
 - (ii) nonlitigating subdivisions listed on Exhibit “G” of the Opioid Settlementthat choose to sign on to the Opioid Settlement and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Opioid Settlement.
- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.



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- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Opioid Settlement and distributed pursuant to the Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in the Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in the Opioid Settlement, at least 1% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.
- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.



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- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlement and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this 2024 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2024 MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment



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- a. With the exception of administrative expenses as allowed under the Opioid Settlement, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlement, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State



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or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.

- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlement.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.
- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used



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funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.

- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.
- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2024 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Opioid Settlement is a state-



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wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in
(1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlement, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require th



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consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.

- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Opioid Settlement in the event the Opioid Settlement is terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Opioid Settlement.
- f. If less than 65% of the litigating LGs participate in the Opioid Settlement, this Memorandum is voidable by the State.

* * * * *



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ATTACHED EXHIBITS:

EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
BOUND TO MEMORANDUM OF
UNDERSTANDING



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EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below- referenced entity, acknowledges the following:

- Gwinnett County has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co.**
- The undersigned is a duly-appointed representative of Gwinnett County, and has the authority to execute this document and bind Gwinnett County to the Memorandum.
- Gwinnett County is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf Gwinnett County, understands and acknowledges the terms of the Memorandum, and Gwinnett County agrees to be bound by its terms.
- No party is under duress or undue influence.

Signature: _____

Name: _____

Title: _____

Date: _____

Entity: Gwinnett County, GA

Designated Contact for Purposes of Section VIII.b:

Name: _____

Title: _____

Address: _____

Email: _____



Subdivision Participation and Release Form

Governmental Entity: Gwinnett County	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240694			
Department:	Planning & Development	Date Submitted:	07/10/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	tmdial	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	<input type="text" value="No"/>
<p>to execute the Georgia Department of Community Affairs (DCA) Balance of State Continuum of Care Homeless Count Program Participation Agreement; to submit one lump sum reimbursement request of \$1,725.58 for expenditures incurred as part of the 2024 Homeless Count to DCA; and to authorize the Director of Financial Services or designee to sign any necessary program participation documents. Subject to approval as to form by the Law Department. This program is 100% funded by the Georgia Housing and Finance Authority.</p>			
Attachments	Justification Memo, Proposed Agreement		
Authorization:	Chairwoman's Signature?	<input type="text" value="Yes"/>	
Staff Recommendation	Approval		
BAC Action:			
Department Head	cmhayward (7/24/2024)		
Attorney	jennyscarter (7/30/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Dev & Code Enf	*	\$1,726	mbwoods (7/29/2024)
Finance Comments	*Adjust appropriations and revenue as necessary upon execution of agreement.			FinDir's Initials bjalexzulian (7/29/2024)

Budget Adjust
 Grand Jury

County Clerk Use Only		PH was Held?
Working Session	<input type="text"/>	<input type="checkbox"/>
Action	<input type="text" value="New Item"/>	No Action Taken Vote
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	



MEMORANDUM

TO: Chairwoman
District Commissioners

FROM: Matthew Dickison MD
Director

SUBJECT: Homeless Count Program Participation Agreement

DATE: July 8, 2024

ITEM OF BUSINESS

Approval/authorization to execute the Georgia Department of Community Affairs (DCA) Balance of State Continuum of Care Homeless Count Program Participation Agreement; to submit one lump sum reimbursement request of \$1,725.58 for expenditures incurred as part of the 2024 Homeless Count to DCA; and to authorize the Director of Financial Services or designee to sign any necessary program participation documents. Subject to approval as to form by the Law Department. This program is 100% funded by the Georgia Housing and Finance Authority.

BACKGROUND AND DISCUSSION

The Homeless Point-in-Time Count is a bi-annual process whereby communities participating within a Continuum of Care are required to conduct a survey of unsheltered and sheltered homeless individuals and families. The Point-in-Time Count provides an opportunity to better understand the prevalence of homelessness in Gwinnett to appropriately align resources. The count was conducted on January 22, 2024, and this agreement will allow for the reimbursement of costs incurred by Gwinnett County for administration of the count.

Program Participation Agreement
Balance of State CoC Homeless Count
Grant No. 2023 HTF ETA 23C300

Grantor: Georgia Housing and Finance Authority (GHFA), a/k/a GA Dept. of Community Affairs	Amount: \$5,000
Grantee: Gwinnett County Government Address: One Justice Square Lawrenceville GA 30046-2439 EIN: 58-6000835	Effective Date: 11/1/2023 Completion Date: 6/30/2024

This Program Participation Agreement ("Agreement") is made and entered into on the date first written by and between Grantee and Grantor for the expressed purpose of Grantee's facilitation of the "2024 Homeless Count" (hereinafter referred to as "Program") in one or more counties within the Georgia Balance of State Continuum of Care (CoC).

WITNESSETH THAT:

WHEREAS, the Department of Community Affairs is the administrative agent for funds allocated by the State Housing Trust Fund for the Homeless (HTF) Commission for the Emergency Solutions Grants (ESG) program; and

WHEREAS, the Grantor and the Grantee desire to establish their respective rights, duties, and responsibilities with regard to administration of Programs.

NOW THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

1. That Grantor will make funds available to assist in offsetting eligible costs associated with conducting the Program as authorized;
2. The Grantee certifies that it has the legal authority to receive, contract for and administer these funds;
3. The Grantee certifies that it will fully participate in all Program trainings and comply with the provided Program guidelines;
4. The Grantee acknowledges that eligible costs under the Program include the following: a)small incentives such as meal cards, prepared lunches or hygiene products, not to exceed \$5.00 per survey respondent; b)administrative costs associated with providing public notice, such as printing for flyers and radio or newspaper advertisements; c)Grantee costs associated with supplies required to complete the Program such as gas, meals and Personal Protective Equipment (PPE); and d)other reasonable staff costs as approved by the Grantor;
5. This is a performance agreement. Following completion of all work and submission of surveys to Grantor, please prepare and submit one lump sum payment request through the eCivis Portal (electronic grants management system). With this submission, Grantees that do not have ongoing grant agreements with Grantor must also submit the attached "Authorization Agreement for Automatic Deposits" (together with voided CHECK); and
6. This Agreement shall become effective on the **Effective Date** of the grant period (above) upon receipt of an original Agreement accepted and executed by the Georgia Housing and Finance Authority. Grantor reserves the right to modify this Agreement as submitted by Grantee. Grantor also reserves the right, and Grantee grants such authority to Grantor, to make modifications at any time through issuance of a "modification notice" advising the Grantee of any or all changes.

IN WITNESS WHEREOF, the parties have executed this document to be effective as of the date referenced herein above.

<p>Gwinnett County</p> <p>By:</p> <p style="text-align: right;">_____ (signature)</p> <p>Type or Print Name: _____</p> <p>Attest:</p> <p style="text-align: right;">_____ (signature)</p> <p>(seal) Type or Print Name: _____</p>	<p>Georgia Department of Community Affairs</p> <p>By:</p> <p style="text-align: right;">_____</p> <p style="text-align: center;">Daphne M. Walker, Division Director Housing Assistance Division</p> <p>Attest:</p> <p style="text-align: right;">_____</p> <p style="text-align: center;">Cordaryl Turner, Deputy Division Director Housing Assistance Division</p>
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Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240695			
Department:	Planning & Development	Date Submitted:	07/10/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	tmdial	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>to execute agreements for the U.S. Department of Housing and Urban Development (HUD) Urban County Qualification Plan for 2025-2027. This plan allows Gwinnett County and participating jurisdictions within the County to remain eligible for federal funding from HUD through the Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Solutions Grant; and for the Chairwoman, or designee, to sign any necessary grant documents. Subject to approval as to form by the Law Department. These grant programs are 100% funded from HUD.</p>			
Attachments	Justification Memo, Qualifications, Proposed Agreement		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Approval		
BAC Action:			
Department Head	cmhayward (7/24/2024)		
Attorney	jennyscarter (7/29/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (7/29/2024)
Finance Comments	*No budget impact.			FinDir's Initials bjalexzulia (7/29/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; height: 100px; display: flex; align-items: center; justify-content: center;"> No Action Taken </div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

MEMORANDUM

TO: Chairwoman
District Commissioners

FROM: Matthew Dickison 
Director

SUBJECT: 2025-2027 HUD Urban County Qualification Plan

DATE: July 8, 2024

ITEM OF BUSINESS

Approval/authorization to execute agreements for the U.S. Department of Housing and Urban Development (HUD) Urban County Qualification Plan for 2025-2027. This plan allows Gwinnett County and participating jurisdictions within the County to remain eligible for federal funding from HUD through the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG); and for the Chairwoman, or designee, to sign any necessary grant documents. Subject to approval as to form by the Law Department. These grant programs are 100% funded from HUD.

BACKGROUND AND DISCUSSION

The Urban County Qualification Plan allows Gwinnett County and participating jurisdictions within the County to remain eligible for federal funding from HUD. Every three years, the County must recertify to remain an Urban County. This process involves notifying each jurisdiction within Gwinnett of the requalification timeline and confirming whether participating jurisdictions wish to remain a member of the Urban County.

By partnering with municipalities through the HUD Urban County Qualification Plan, Gwinnett is able to obtain more funding for local projects related to economic development, affordable housing, and infrastructure improvements as well as activities that address homelessness and provide emergency services such as housing rehabilitation, demolition, and code enforcement.



SPECIAL ATTENTION:

All Regional Administrators
All CPD Field Office and Division Directors
All CDBG Grantees

NOTICE: CPD-24-02

Issued: May 6, 2024
Expires: May 6, 2025
Supersedes: CPD Notice 23-02

SUBJECT: *Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2025–27*

CONTENTS

SECTION 1: OVERVIEW OF THE FY 2024 NOTICE..... 3

1.1 Who’s this Notice for? 3

1.2 What’s in this Notice? 3

1.3 What’s new in the FY 2024 Notice? 4

1.4 Who can I contact if I have questions? 5

1.5 Paperwork Reduction Act (PRA) information 5

SECTION 2: THE URBAN COUNTY QUALIFICATION PROCESS..... 6

2.1 Step-by-Step Diagram: Urban County Qualification Process 6

2.2 What happens during each step in the qualification process? 7

2.3 What documents must I submit to HUD for review? 11

2.4 How long is my Urban County qualification period? 13

2.5 What is HUD’s “Determination of Essential Powers?” 13

2.6 Can I align my Urban County and HOME program qualification cycles? 13

SECTION 3: FY 2024 REQUIREMENTS, DEADLINES, AND GUIDANCE..... 15

3.1 What are the requirements to qualify as an Urban County? 15

3.2 Do any specific requirements apply to my scenario this year? 15

3.3 What are this year’s deadlines for Urban County qualification? 16

3.4 Deadlines Graphic: FY 2024 Urban County Qualification Process 20

3.5 Guidance about potential new Metropolitan Cities 22

3.6 Guidance on extensions and the HOME program 23

3.7 Guidance for counties that could qualify as an Urban County if a Metropolitan City
relinquishes its entitlement status 24

SECTION 4: ATTACHMENTS 25

4.1 Attachment 1: FY 2024 Urban County Lists on HUD.gov 25

4.2 Attachment 2: Statutory Requirements to be an Urban County 26

4.3 Attachment 3: Definitions of Urban County Terms 27

4.4 Attachment 4: HUD Requirements for Cooperation Agreements..... 30

4.5 Attachment 5: Sample Cooperation Agreement Language 34

4.6 Attachment 6: Urban County Scenario Comparison Table..... 38

4.7 Attachment 7: Guidance for Unique Grantee Situations..... 41

SECTION 1: OVERVIEW OF THE FY 2024 NOTICE

1.1 Who's this Notice for?

We publish this Notice yearly for:

- All CDBG grantees (Urban Counties, Metropolitan Cities, and States)
- Units of general local government (UGLGs) in Urban Counties
- HUD Community Planning and Development (CPD) field staff
- HUD Office of General Counsel (OGC) field and headquarters staff

CPD field offices must provide copies of this Notice to:

1. All currently qualified Urban Counties
2. Any county that can qualify for the first time or requalify for FYs 2025–27
3. Each state administering the State CDBG Program which includes a potentially eligible Urban County

If a CPD field office is notified of any new potential Urban Counties after this Notice is published, they must provide a copy of this Notice to each of those counties.

1.2 What's in this Notice?

This Notice establishes requirements and deadlines for the Urban County qualification and requalification process for FYs 2025–27. Here's an overview of its contents:

- **Section 2** provides a step-by-step diagram and detailed overview of the Urban County qualification process. It will help you understand how the process works and what documents you must send to HUD.
- **Section 3** covers requirements, deadlines, and guidance for the FYs 2025–27 qualification cycle. It provides a summary of all qualification requirements and the required actions your county must complete by specific deadlines. It also includes a new “Deadlines Graphic,” which consolidates all the deadlines and illustrates relationships between them.
- **Section 4** has seven attachments: 1) FY 2024 Urban County Lists on HUD.gov; 2) Statutory Requirements to be an Urban County; 3) Definitions of Urban County Terms; 4) HUD Requirements for Cooperation Agreements; 5) Sample Cooperation Agreement Language; 6) Urban County Scenario Comparison Table; and 7) Guidance for Unique Grantee Situations

1.3 What's new in the FY 2024 Notice?

We made significant changes to the Notice this year to make it easier to understand and use. Our goal is to help you easily understand the Notice and avoid costly confusion during the Urban County qualification and requalification process.

Here's a summary of changes to this year's Notice:

- ***Rewrote in Plain Language:*** We rewrote the Notice in plain language based on the [Federal Plain Language Guidelines](#) and [Guidelines for Document Designers](#).
- ***Rewrote to Directly Speak to Urban County Staff:*** We rewrote the Notice using personal pronouns (for example: “you”) to speak directly to our main audience: county government staff qualifying or requalifying their county as an Urban County. The Notice still provides guidance for CPD field staff, but it directly addresses Urban County grantees throughout.
- ***Restructured and Added Content:*** We reorganized existing information and added content to explain the Urban County qualification process in a step-by-step format. The Notice provides general information on the process first (Section 2)—and then detailed, specific guidance on FY 2024 requirements and deadlines (Section 3). Section 4 contains seven supporting attachments.
- ***Added Useful Headings and New Table of Contents:*** We added more headings and subheadings to make it easier to find information. The Notice is more “scannable” now and you can use the improved table of contents to search for what you need.
- ***Added New Tools:*** We added three new tools to clarify the process and deadlines: 1) a step-by-step diagram (Section 2.1); 2) a graphic consolidating all FY 2024 deadlines (Section 3.4); and 3) a table comparing requirements based on your county's scenario this year (Section 4.6).
- ***Clarified Cooperation Agreement Requirements and Created Sample Language:*** We clarified what you must include in cooperation agreements with participating UGLGs (Section 4.4), and we drafted sample language you may use in your agreements (Section 4.5).

Disclaimer: Please note that this is sample language that satisfies what HUD is looking for in a cooperation agreement, but we are not requiring you to use it or to amend automatically renewing cooperation agreements to incorporate it. We encourage you to consult with your county's counsel to ensure your cooperation agreements meet legal requirements for your state and locality.

- ***Moved Urban County Lists Online:*** We moved the lists of Urban Counties out of the Notice and onto HUD.gov. This makes the Notice shorter and easier to navigate. [GO TO SECTION 4.1](#) for links to the FY 2024 Urban County Lists on HUD.gov.

1.4 Who can I contact if I have questions?

For CDBG grantees (Urban Counties, Metropolitan Cities, and States):

Contact your CPD Representative or your [local CPD field office](#).

For HUD staff (CPD and OGC) and grantees requesting deadline extensions:

Contact Gloria Coates at gloria.l.coates@hud.gov or 202-402-2184. Ms. Coates is a Senior CPD Specialist in the Entitlement Communities Division at HUD Headquarters. Individuals who are deaf or hard of hearing, as well as individuals with speech or communication disabilities may access this number through TTY by calling 202-708-2565.

For data questions:

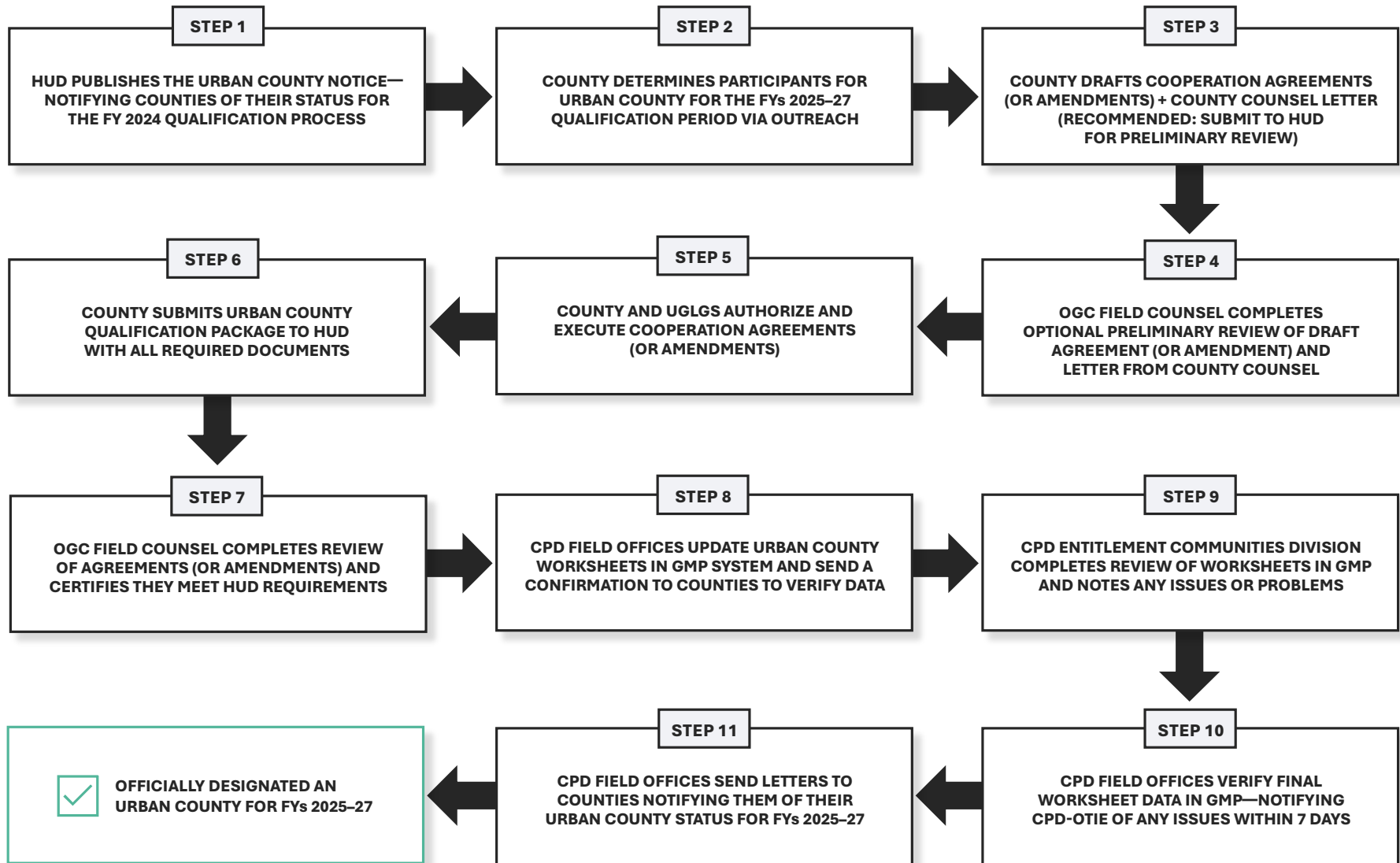
Contact Abubakari Zuberi at abubakari.d.zuberi@hud.gov or 202-708-0790. Mr. Zuberi is the Director of the Operations Division in CPD's Office of Technology, Innovation, and Evaluation (OTIE) at HUD Headquarters. Individuals who are deaf or hard of hearing, as well as individuals with speech or communication disabilities may access this number through TTY by calling 202-708-2565.

1.5 Paperwork Reduction Act (PRA) information

The Office of Management and Budget (OMB) approved the information collection requirements in this Notice under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The assigned OMB control number for this information collection is 2506-0170, and it expires January 31, 2025.

SECTION 2: THE URBAN COUNTY QUALIFICATION PROCESS

2.1 Step-by-Step Diagram: Urban County Qualification Process



2.2 What happens during each step in the qualification process?

2.2.1 Step 1: HUD publishes the Urban County Notice—notifying counties of their status for the FY 2024 qualification process

The first step is our publication of this Notice. It establishes requirements and deadlines for Urban County qualification, and notifies your county of its Urban County status in these seven lists of counties ([GO TO SECTION 4.I](#)):

1. All Currently Qualified Urban Counties
2. Urban Counties Requalifying in FY 2024
3. Urban Counties Requalifying in FY 2025
4. Urban Counties Requalifying in FY 2026
5. Counties Qualified through FY 2025 or FY 2026 Containing Nonparticipating UGLGs
6. Counties that Could Qualify if Entitlement Cities Relinquished Entitlement Status
7. Counties Previously Determined Eligible but NOT Accepting Urban County Status

2.2.2 Step 2: County determines participants for Urban County for the FYs 2025-27 qualification period via outreach

Your county will contact the units of general local government (UGLGs) within your county in writing to determine the participants for your Urban County for FYs 2025–27. Your county should also communicate with potentially eligible Metropolitan Cities to determine their plans for FYs 2025–27.

During this step, your county must send the letters described below (as applicable) and collect response letters from UGLGs. You must submit all outgoing letters and UGLG response letters to HUD in your final qualification package (Step 6).

1. Notification of Opportunity to be Excluded (for participating UGLGs)

This first letter only applies if your county has “essential powers” in its UGLGs, which is rare. If your county has essential powers in UGLGs, then the UGLGs are automatically included as participants in your Urban County—*unless they ask to be excluded from the Urban County.*

Your county must notify the UGLGs about their right to be excluded from your Urban County in a letter: the *Notification of Opportunity to be Excluded*. Your letter must explain what happens if they ask to be excluded *and* what happens if they choose to remain a participating UGLG. The letter must tell participating UGLGs that if they do not respond to the Urban County’s letter that they will remain participants in the Urban County’s CDBG program for the successive three-year qualification period.

If they ask you to exclude their UGLG from your Urban County:

- They will be excluded for the entire qualification period (FYs 2025–27) unless they request to participate (in years 2 or 3) for the rest of your Urban County’s qualification period.

If they choose to remain a participating UGLG in your Urban County:

- They must participate for the entire three years (FYs 2025–27). UGLGs can’t withdraw from your Urban County during the qualification period.
- They will be ineligible to apply for funding from the State CDBG program.
- *If your Urban County receives HOME funding:* they will also be a participant in the HOME program, may only receive HOME formula funds from your Urban County, and can’t create a HOME consortium with other UGLGs. If your state allows it, they may apply for HOME funds from the state.
- *If your Urban County receives ESG funding:* they will also be a participant in the ESG program and may only receive ESG formula funds from your Urban County. If your state allows it, they may apply for ESG funds from the state.

2. Notification of Opportunity to Terminate Agreement (for participating UGLGs)

This second letter only applies if your Urban County is requalifying and you have auto-renewal cooperation agreements in place, which are common. Your Urban County must send a letter to your participating UGLGs telling them the agreement will automatically renew for FYs 2025–27 unless they choose to terminate the agreement, withdrawing their UGLG from the Urban County. This letter is the *Notification of Opportunity to Terminate Agreement*.

3. Notification of Opportunity to be Included (for nonparticipating UGLGs)

This third letter only applies if your Urban County is currently qualified, not requalifying this year, and your county contains nonparticipating UGLGs. [GO TO SECTION 4.1](#) for the list of Urban Counties fitting this description.

Your county may choose to send any nonparticipating UGLGs a letter telling them they may join the Urban County for the rest of your current qualification period. This optional letter is the *Notification of Opportunity to be Included*. It must tell the nonparticipating UGLGs to respond in writing by the deadline if they want to join the Urban County.

NOTE: If a cooperation agreement is necessary, then your county must execute one meeting HUD requirements for cooperation agreements in [SECTION 4.4](#).

4. Notification of Split Places

This fourth letter only applies if your county has UGLGs whose populations are only partially located in your county (UGLG is “split” across multiple counties). We call these “split places.” If your county has split places, you must send them

a letter telling them their options for participating in Urban Counties for FYs 2025–27 and request a decision on how they want to proceed for FYs 2025–27. This letter is the *Notification of Split Places*.

For split places partly located in **ONE Urban County**, one of these rules applies:

1. If it's a split place where the county has essential powers, the entire area of the split place will be included in the Urban County for the qualification period (*unless the split place asks to be excluded*) OR
2. If the split place can only be included in the Urban County with a cooperation agreement, the entire area of the split place will be included in the Urban County for the qualification period after executing a cooperation agreement.

For split places partly located in **TWO OR MORE Urban Counties**, the split place may choose one of the following three options:

- Option 1: To be excluded from all Urban Counties
- Option 2: To be included entirely in one Urban County and excluded from the other Urban County(ies)
- Option 3: To participate in more than one Urban County in which it's partially located, but there must be no overlapping. An Urban County can't expend CDBG funds in the part of a split place that is in another Urban County's CDBG program.

During Step 2, your Urban County should also communicate with potentially eligible Metropolitan Cities in your county to determine their plans for participation or nonparticipation in your Urban County for FYs 2025–27. [GO TO SECTION 3.3.3](#) for the deadline for potentially eligible Metropolitan Cities (already identified before July 2024) to notify Urban Counties and local CPD field offices of their decisions. [GO TO SECTION 3.5](#) for guidance on potential new Metropolitan Cities. (The U.S. Census Bureau will identify potential new Metropolitan Cities in July 2024.)

2.2.3 Step 3: County drafts cooperation agreements (or amendments) and county counsel letter (Recommended: Submit to HUD for preliminary review)

During this step, your county will: 1) draft cooperation agreements (or amendments) and 2) obtain a letter from your county counsel stating that the terms and provisions of the agreements (or amendments) are authorized by state and local law and that they provide full legal authority for your county to undertake, or assist in undertaking, essential community development and housing assistance activities.

Recommendation: HUD encourages qualifying or requalifying counties to submit a draft cooperation agreement (or amendment) for preliminary legal review by OGC

Field Counsel. This can be helpful for avoiding costly and time-consuming back-and-forth revisions between your county and HUD after you submit your final qualification package later in the process (Step 6). For example, it can avoid HUD deeming your agreements (or amendments) unacceptable—after they have been authorized by governing bodies and signed by chief executive officers for your county and participating UGLGs.

2.2.4 Step 4: OGC Field Counsel completes optional preliminary legal review of a draft agreement (or amendment) and letter from county counsel

If your county chooses to submit a draft agreement or amendment to HUD (in Step 3), OGC Field Counsel will perform a preliminary legal review of your draft cooperation agreement (or amendment) and your letter from county counsel, if also provided. This optional step includes back-and-forth between HUD and your county on revising the draft agreement (or amendment) and letter from county counsel.

2.2.5 Step 5: County and UGLGs authorize and execute cooperation agreements (or amendments)

Your county will officially authorize and execute your cooperation agreements (or amendments). This means: 1) securing official authorization from governing bodies for your county and participating UGLGs (for example: city and county council resolutions) and 2) getting the agreements (or amendments) signed by chief executive officers for your county and participating UGLGs.

2.2.6 Step 6: County submits Urban County qualification package to HUD with all required documents

Your county will submit its qualification package to HUD with all required documents for review and approval. [GO TO SECTION 2.3](#) below for detailed information on the documents your county must submit.

NOTE: Counties seeking Urban County status for the first time must submit their qualification package to their local CPD field office *and* CPD's Entitlement Communities Division at HUD Headquarters.

2.2.7 Step 7: OGC Field Counsel completes review of agreements (or amendments) and certifies they meet HUD requirements

OGC Field Counsel will complete its review of your cooperation agreements (or amendments) and related authorizations in your county counsel's letter. OGC Field Counsel must officially certify that each agreement (or amendment) meets HUD requirements outlined in [SECTION 4.4](#) of this Notice.

2.2.8 Step 8: CPD field offices update Urban County worksheets in GMP system and send a confirmation to counties to verify data

CPD field offices will complete updates to the Urban County worksheets in CPD's Grants Management Process (GMP) system. During this step, CPD field offices must also complete a memorandum for each currently qualified Urban County

(not requalifying in FY 2024) that is adding new participating UGLGs for the remainder of their current qualification period.

After CPD field staff complete their updates, they will send a completed worksheet (or a memorandum) to your county to double-check and verify the data on your participating UGLGs. Having accurate data is important because your Urban County's population size contributes to determining the CDBG formula allocation.

2.2.9 Step 9: CPD Entitlement Communities Division completes review of worksheets in GMP and notes any issues or problems

CPD Headquarters (Entitlement Communities Division) will complete its review of Urban County worksheets (or memoranda). They will note any issues with worksheets (or memoranda) in the GMP system for resolution by CPD field offices in Step 10.

2.2.10 Step 10: CPD field offices verify final worksheet data in GMP— notifying CPD-OTIE of any issues within 7 days

CPD field offices will review and verify the final Urban County worksheet data in the GMP system. CPD field offices must notify CPD's Office of Technology, Innovation (OTIE) within seven days if there are any data errors in Urban County worksheets.

2.2.11 Step 11: CPD field offices send letters to counties notifying them of their Urban County status for FYs 2025–27

CPD field offices will notify your county of its Urban County status for FYs 2025–27 in an official mailed letter.

2.3 What documents must I submit to HUD for review?

Your county must submit the following three sets of documents to HUD:

1. Fully executed cooperation agreements (or amendments) with participating UGLGs *and* joint agreements with Metropolitan Cities (if applicable)
2. Letter from your county counsel
3. All official letters exchanged between your county and UGLGs (and Metropolitan Cities) about participation in your Urban County

The next three subsections (Sections 2.3.1–2.3.3) provide more detail on these documents.

2.3.1 Cooperation agreements (or amendments) with participating UGLGs *and* joint agreements with Metropolitan Cities (if applicable)

Cooperation agreements (or amendments) with participating UGLGs

You must submit your final authorized and executed cooperation agreements (or amendments) with participating UGLGs in your Urban County for FYs 2025–27.

Joint agreements with Metropolitan Cities (if applicable)

If your Urban County is “jointly” administering a Metropolitan City’s CDBG grant, you must submit the joint agreement between your county and the Metropolitan City. These agreements must be authorized by governing bodies and signed by the chief executive officers for your county and the Metropolitan City.

If either your Urban County or the Metropolitan City falls under the “exception criteria” at [24 CFR § 570.208\(a\)\(1\)\(ii\)](#) for activities that benefit low- and moderate-income residents of an area, your Urban County must notify the Metropolitan City in a letter of the potential effects of joint agreements on these activities.

2.3.2 Letter from your county counsel

You must submit a letter from your county counsel which states: 1) that state and local law authorizes the terms and provisions of your cooperation agreements (or amendments) and 2) that the agreements (or amendments) provide full legal authority for your county to undertake, or assist in undertaking, essential community development and housing assistance activities.

2.3.3 All official letters exchanged between your county and UGLGs (and Metropolitan Cities) about participating in your Urban County

Finally, you must submit all official letters exchanged between your county and UGLGs (and Metropolitan Cities) about participation in your Urban County. [GO TO SECTION 2.2.2](#) for more information on these letters.

Letters to and from UGLGs (as applicable)

1. *Notification of Opportunity to be Excluded* (and UGLG responses)
2. *Notification of Opportunity to be Included* (and UGLG responses)
3. *Notification of Opportunity to Terminate Agreement* (and UGLG responses)
4. *Notification of Split Places* (and UGLG responses)

Letters from Metropolitan Cities accepting or deferring their entitlement status

Where applicable, you may also need to submit copies of letters from:

1. Any UGLG that may newly qualify as a Metropolitan City but wants to defer their entitlement status;
2. Any UGLG currently deferring Metropolitan City status that wants to continue to defer their entitlement status;
3. Any UGLG accepting Metropolitan City status stating it will enter into a joint agreement with your Urban County (and a letter from your county confirming willingness to enter into the joint agreement); and
4. Any UGLG accepting Metropolitan City (entitlement) status that will cease participation in your Urban County’s CDBG program.

2.4 How long is my Urban County qualification period?

After qualifying, your county is entitled to receive CDBG funds as an Urban County for three consecutive fiscal years—if Congress appropriates funds and if your county submits its Action Plan by August 16 each year. Your county will remain an Urban County regardless of changes to your county boundaries, population changes in your county in general, or population changes in participating UGLGs during the qualification period.

Adding nonparticipating UGLGs during the qualification period

You may add nonparticipating UGLGs to your Urban County in the second or third years of your qualification period if they want to participate. Your county may choose to send any nonparticipating UGLGs the *Notification of Opportunity to be Included* letter to offer them the opportunity to join your Urban County.

NOTE: We calculate your CDBG Entitlement grant amount annually and it will reflect the addition of any new UGLGs during the second and third years of your qualification period.

Restrictions on withdrawing from an Urban County during the qualification period

- Participating UGLGs may not withdraw from your Urban County *unless your county does not receive a grant for any year during the period.*
- Participating UGLGs must continue participate in your Urban County even if their population surpasses 50,000 during the qualification period. They can't receive their own CDBG grant while participating in your Urban County.
- If an unincorporated area of your county incorporates during your qualification period, it must remain part of your Urban County until the qualification period ends. Your county must execute a cooperation agreement with the newly incorporated UGLG if your county does not have essential powers in UGLGs.

2.5 What is HUD's "Determination of Essential Powers?"

As part of Urban County qualification, HUD must determine where your county can legally carry out community development and housing assistance activities. We call this the *Determination of Essential Powers*. We usually make this determination the first time your Urban County qualifies. If your Urban County is requalifying, we may rely on our previous determination(s), unless there is evidence to the contrary. In most states, counties do NOT have essential powers in their incorporated areas (UGLGs). Cooperation agreements are required when a county does not have essential powers in participating UGLGS.

2.6 Can I align my Urban County and HOME program qualification cycles?

Yes. The Urban County (CDBG) and HOME consortia qualification periods are both three years. If your Urban County qualification and HOME consortium qualification cycles are not synced, you may align these cycles per [24 CFR § 92.101\(e\)](#).

Your HOME consortium may choose a shorter qualification period than three years (one or two years) to sync your HOME qualification cycle with your Urban County qualification cycle moving forward. All your HOME consortium members must also have the same program year start date.

SECTION 3: FY 2024 REQUIREMENTS, DEADLINES, AND GUIDANCE

3.1 What are the requirements to qualify as an Urban County?

Your county must meet these requirements to qualify as an Urban County for FYs 2025–27:

1. Your county must have an approved Consolidated Plan to receive a grant. If your county enters into a joint agreement with one or more Metropolitan Cities, your county must submit a Consolidated Plan covering the county and the Metropolitan City(ies). By statute, your county must submit its Consolidated Plan by August 16, 2025. Failure to do so will result in a loss of CDBG funds for the 2025 program year and termination of your qualification as an Urban County unless Congress extends this deadline by statute.
2. Meet a population threshold (statutory requirement)
3. Possess “essential powers” in unincorporated areas and participating UGLGs (or execute cooperation agreements with participating UGLGs)
4. Meet all notification requirements for UGLGs and Metropolitan Cities and provide required outgoing letters and response letters to HUD
5. Hold executed cooperation agreements meeting all requirements and/or joint agreements meeting all requirements (legally sufficient agreements)
6. Incorporate any new requirements from HUD into cooperation agreements by revision or amendment (when requalifying)
7. Submit all required documents and meet all deadlines for the Urban County qualification process (when qualifying or requalifying)

3.2 Do any specific requirements apply to my scenario this year?

Counties are in one of three scenarios related to Urban County qualification:

1. FY 2024 Requalifiers: Currently qualified Urban Counties *requalifying this year*
2. FY 2025 or FY 2026 Requalifiers: Currently qualified Urban Counties *not requalifying this year* because they are in year two or three of their qualification period
3. First-Time Qualifiers: Counties seeking Urban County status *for the first time*

The requirements for First-Time Qualifiers are the same as for any county requalifying in FY 2024. The only unique requirement is First-Time Qualifiers must submit their final qualification package to both their local CPD field office *and* the CPD Entitlement Communities Division at HUD Headquarters. [GO TO SECTION 4.6](#) to view the Urban County Scenario Comparison Table, which compares requirements for the three county scenarios described above.

3.3 What are this year’s deadlines for Urban County qualification?

Below are the deadlines for the FY 2024 Urban County qualification and requalification process for the FYs 2025–27 qualification cycle. Unless noted otherwise, only HUD Headquarters may extend a deadline with written authorization. Your local CPD field office may extend deadlines only as prescribed under each deadline below. CPD field offices may not grant an extension if it would ultimately extend a later deadline that CPD field offices are not authorized to extend.

[GO TO SECTION 3.4](#) to view a graphic showing all deadlines and relationships between them.

3.3.1 June 7, 2024, deadline

Four actions must be completed by June 7, 2024:

1. CPD field offices must notify FY 2024 Requalifiers and First-Time Qualifiers of HUD’s *Determination of Essential Powers*, as certified by OGC Field Counsel.
2. FY 2024 Requalifiers and First-Time Qualifiers that have essential powers in their UGLGs must send their participating UGLGs a letter notifying them of their option to be excluded from the Urban County for FYs 2025–27.
 - This is the *Notification of Opportunity to be Excluded*. It must tell participating UGLGs to respond by June 28, 2024, with a letter if they want to be excluded from the Urban County. We recommend telling UGLGs that if they don’t respond by that date, then they will be considered a participant in your Urban County for FYs 2025–27.
3. FY 2024 Requalifiers and First-Time Qualifiers must send split places a letter notifying them of their options for participation or nonparticipation in the Urban County for FYs 2025–27.
 - This is the *Notification of Split Places*. It must tell split places to respond by June 28, 2024, with a letter if they want to join the Urban County(ies).
4. FY 2025 or FY 2026 Requalifiers may choose to send a letter to nonparticipating UGLGs in their Urban County notifying them of their option to participate for the rest of their qualification period. This letter is optional.
 - This is the *Notification of Opportunity to be Included*. It must tell the nonparticipating UGLGs to respond by June 28, 2024, with a letter if they want to join the Urban County

3.3.2 June 21, 2024, deadline

One action must be completed by June 21, 2024:

1. FY 2024 Requalifiers that have auto-renewal cooperation agreements must send a letter to participating UGLGs notifying them that their agreement will automatically renew, unless they choose to terminate the agreement and withdraw from the Urban County for FYs 2025–27.
 - This is the *Notification of Opportunity to Terminate Agreement*. It must tell participating UGLGs to respond by July 19, 2024, with a letter if they want to terminate their agreement. If the UGLG fails to respond by July 19, 2024, they must remain a participant in the Urban County for FYs 2025–27.
 - Extensions: CPD field offices can authorize extensions for this deadline by letter or email. An extension of more than seven days requires the CPD field office to notify the Entitlement Communities Division.

3.3.3 June 28, 2024, deadline

Four actions must be completed by June 28, 2024:

1. Participating UGLGs that choose to be excluded from their Urban County for the FYs 2025–27 qualification period must respond with a letter notifying their Urban County and local CPD field office of their decision. This is their response to the *Notification of Opportunity to be Excluded*.
2. Split places must respond with a letter notifying their Urban County(ies) and local CPD field office how they want to proceed for FYs 2025–27. This is their response to the *Notification of Split Places*.
3. Nonparticipating UGLGs that want to participate in their Urban County for the rest of its qualification period must respond with a letter notifying their Urban County and local CPD field office of their decision. This is their response to the *Notification of Opportunity to be Included*.
4. Potentially eligible Metropolitan Cities that have previously deferred their entitlement status to participate as an UGLG in an Urban County AND Metropolitan Cities (entitlements) that have previously entered into a joint agreement with an Urban County must notify their Urban County and local CPD field office that they want to maintain either of these same relationships for FYs 2025–27.
 - Extensions: CPD field offices may authorize extensions for this deadline by letter or email only. An extension of more than seven days requires the CPD field office to notify the Entitlement Communities Division.

NOTE: Because *potential new Metropolitan Cities* are only notified in mid-to-late July of their eligibility for Metropolitan City status (after the June 28, 2024, deadline), HUD gives these UGLGs more time to make a decision. Refer to Section 3.3.7 for the deadline for potential new Metropolitan Cities to make a choice to accept or defer their entitlement status (August 23, 2024).

3.3.4 July 19, 2024, deadline

One action must be completed by July 19, 2024:

1. Participating UGLGs that have auto-renewal cooperation agreements and choose to terminate their agreement (withdrawing from the Urban County for FYs 2025–27) must respond with a letter notifying their Urban County and local CPD field office of their decision. This is their response to the *Notification of Opportunity to Terminate Agreement*.

3.3.5 August 2, 2024, deadline

One action must be completed by August 2, 2024:

1. CPD field offices must notify CPD’s Office of Technology, Innovation, and Evaluation (OTIE) via email (Abubakari.D.Zuberi@hud.gov) whether cities that are already identified (before July 2024) as *potentially eligible Metropolitan Cities* choose to accept or defer their entitlement status.

3.3.6 August 16, 2024, deadline

Two actions must be completed by August 16, 2024:

1. First-Time Qualifiers and FY 2024 Requalifiers must submit their Urban County qualification package to their local CPD field office.
 - As previously noted, First-Time Qualifiers must also submit their qualification package to the Entitlement Communities Division at CPD Headquarters.
 - CPD field staff must immediately send Urban County qualification packages to OGC Field Counsel after receiving them.
2. FY 2025 or FY 2026 Requalifiers that are adding previously nonparticipating UGLGs to their Urban County must submit new cooperation agreements and official letters exchanged between their county and the new UGLGs they are adding to their Urban County.

Extensions: CPD field offices may authorize extensions of this deadline by letter or email. CPD field offices must notify the Entitlement Communities Division and OGC Field Counsel if an Urban County needs an extension of more than seven days for this deadline.

3.3.7 August 23, 2024, deadline

Two actions must be completed by August 23, 2024:

1. *Potential new Metropolitan Cities* a.k.a. *UGLGs meeting Metropolitan City status for the first time* (notified by HUD in mid-to-late July of their status) must notify their Urban County and local CPD field office of their decision

to accept or defer their entitlement status and their choice to participate or not participate in the Urban County for FYs 2025–27.

- Extensions: CPD field offices may authorize any extensions of this deadline by letter or email.
- [GO TO SECTION 3.5](#) for guidance on *potential new Metropolitan Cities*.

2. CPD field offices must immediately notify CPD-OTIE of the decisions of *potential new Metropolitan Cities* to accept or defer their entitlement status after receiving notification from any UGLGs meeting Metropolitan City status for the first time (see #1 directly above).

3.3.8 August 30, 2024, deadline

Two actions must be completed by August 30, 2024:

1. OGC Field Counsel must complete their reviews of all cooperation agreements and related authorizations. They must certify that each cooperation agreement meets HUD’s requirements.
 - OGC Field Counsel should notify the Entitlement Communities Division of any delay in their review.

NOTE: OGC Field Counsel must review agreements and amendments to ensure that any new statutory or regulatory requirements are incorporated into the agreement (or added by amendment).

2. CPD field offices must update and complete Urban County worksheets in the GMP system. CPD field offices must send the revised Urban County worksheet to each county to verify the data via email, mail, or fax.
 - In July, CPD-OTIE will post the Urban County worksheets for qualifying and requalifying Urban Counties on the CPD GMP system. CPD-OTIE will provide CPD field offices with instructions on how to complete the worksheets in GMP.
 - CPD field offices must also provide CPD-OTIE (and each affected Urban County) a memorandum for each FY 2025 or FY 2026 Requalifier that is adding new UGLGs. The memos must identify the name of the Urban County and the names of the newly included participating UGLGs.
 - Extensions: This deadline may NOT be extended without prior written authorization from the Entitlement Communities Division.

3.3.9 September 6, 2024, deadline

Two actions must be completed by September 6, 2024:

1. CPD’s Entitlement Communities Division must complete its review of the Urban County worksheets (and memos for FY 2025 or FY 2026 Requalifiers adding new UGLGs) in the GMP system.

- The Entitlement Communities Division will make note of any discrepancies, problems, or questions in GMP for CPD field offices and engage in any back and forth necessary to resolve these issues.
2. CPD field offices must verify the data in the GMP Final Report (the final Urban County worksheets) and notify CPD-OTIE **within seven days** if there are any problems.

3.3.10 September 25, 2024, deadline

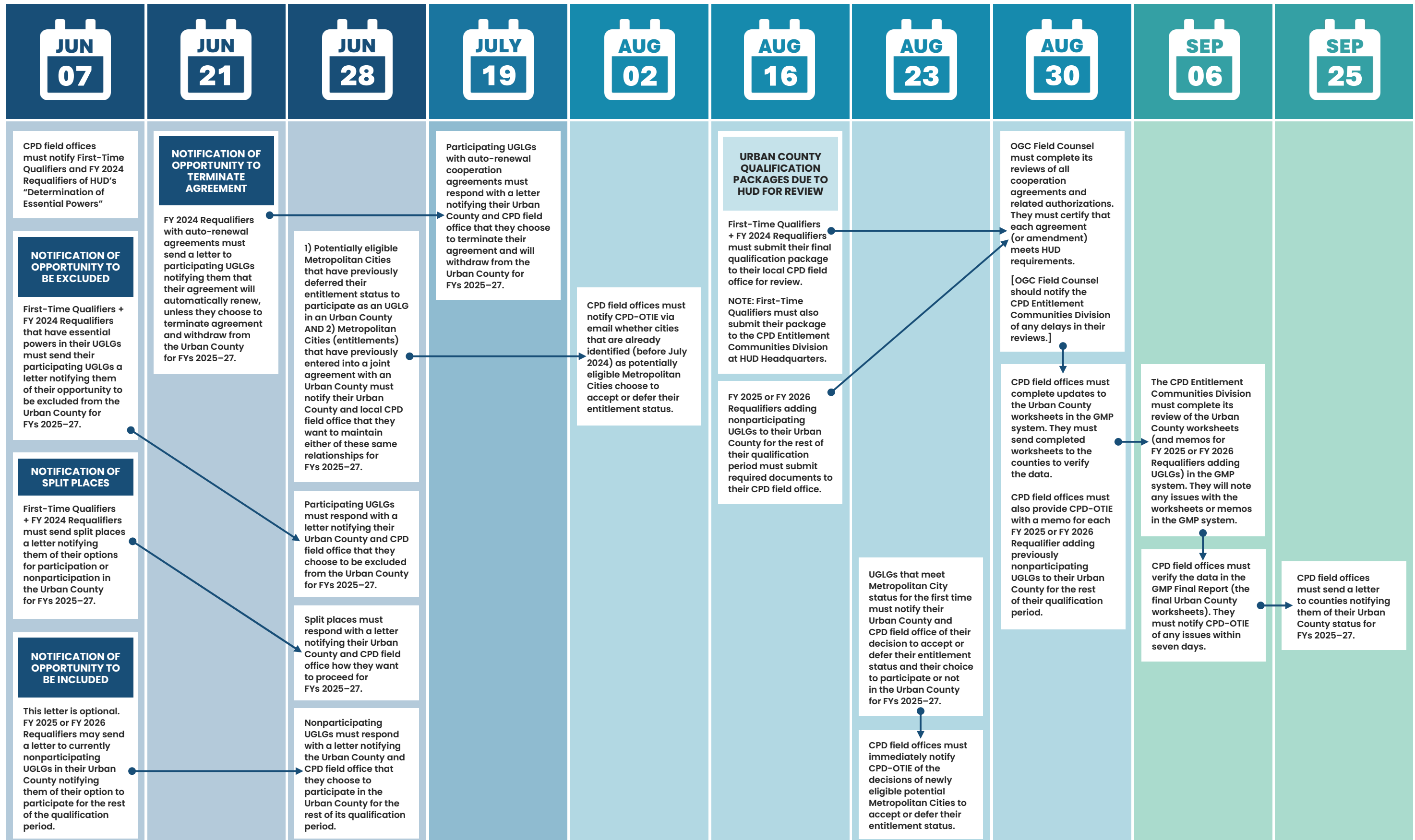
One action must be completed by September 25, 2024:

1. CPD field offices must send a letter to counties notifying them of their Urban County status for FYs 2025–27.
 - For HOME program purposes, Urban County configurations are final as of September 30 of every year. The HOME deadline is statutory and can't be extended past September 30 (the last day before the new fiscal year).

3.4 Deadlines Graphic: FY 2024 Urban County Qualification Process

The graphic on the next page consolidates all FY 2024 deadlines in a simple visual format, illustrating relationships between deadlines. Please note that it does not include information on extensions, which you can find in [SECTION 3.3](#).

ACCESSIBILITY NOTE: This graphic presents the same information as the previous section (Section 3.3) in a visual format—showing each deadline in chronological order as a colored column with required actions under each column. Due to the complexity of the graphic, the alternative text (alt text) for the graphic provides a high-level description of the graphic and notes it presents the same information as Section 3.3.



3.5 Guidance about potential new Metropolitan Cities

At some point, a participating UGLG in your Urban County may achieve “Metropolitan City” status for the first time. A *potential new Metropolitan City* has four options to choose from if this happens:

- Option 1: Accept its Metropolitan City (entitlement) status and administer its own CDBG program (not participate in your Urban County for FYs 2025–27).
- Option 2: Accept its Metropolitan City (entitlement) status, but continue to participate in your Urban County under a joint agreement for FYs 2025–27.
- Option 3: Defer its Metropolitan City status (not accept entitlement status) and continue as a participating UGLG in your Urban County under a cooperation agreement for FYs 2025–27.
- Option 4: Defer its Metropolitan City status (not accept entitlement status), leave the Urban County, and participate in the State CDBG program.

NOTE: If one of your participating UGLGs becomes eligible for Metropolitan City status during your three-year qualification period, they must wait until the qualification period ends to choose one of the four options above. They can’t withdraw from your Urban County to become a Metropolitan City (entitlement) during the qualification period.

3.5.1 When we expect the list of potential new Metropolitan Cities to be available

The U.S. Census Bureau will provide CPD-OTIE with updated Census data on or around July 1, 2024. This will include a list of *newly eligible* potential Metropolitan Cities (in addition to the previously-eligible potential Metropolitan Cities).

The Entitlement Communities Division will provide this information to all CPD field offices during July. CPD field offices must notify each potential new Metropolitan City via letter and give them the opportunity to accept or defer their entitlement status. Generally, they are given 30 days to provide their local CPD field office with their decisions.

If an UGLG is notified of its potential new entitlement status by or before the Urban County qualification process starts in April 2024, the UGLG must provide its decision on the options discussed above via letter to the Urban County and local CPD field office by June 28, 2024. However, some UGLGs are not notified of their potential new Metropolitan City (entitlement) status until July or August—after the June 21, 2024, deadline. These *potential new Metropolitan Cities* must provide their decision on the options discussed above by August 16, 2024.

3.5.2 Guidance on how to proceed with the Urban County qualification process for Urban Counties with UGLGs who may become Metropolitan Cities

The list of potential new Metropolitan Cities becomes available late in the Urban County qualification process. This can result in delays completing the Urban County qualification process, particularly if an UGLG decides to accept its

Metropolitan City (entitlement) status after it has notified your Urban County it intends to participate during the next three-year qualification period. We can't avoid this timing conflict altogether, but we've identified two options for dealing with this situation:

Option 1: Negotiate a delayed schedule with the UGLG

This is the preferred option. You can negotiate a schedule with the UGLG to provide extra time to receive notification from HUD of their Metropolitan City eligibility. If the UGLG ends up not being eligible to become a Metropolitan City (or becomes eligible and defers its entitlement status), then your county can still execute a cooperation agreement with the UGLG within the deadlines in this Notice.

Option 2: Include a void clause in the cooperation agreement

You can include a void clause in the cooperation agreement stating it will be voided if the UGLG is notified by HUD of its eligibility to become a Metropolitan City and chooses to accept it. This is the option to take if your county believes that delaying executing a cooperation agreement will prevent your county from meeting the submission deadlines in this Notice.

If you include a void clause, it must state that if the agreement is not voided, then the UGLG must participate in the Urban County for the entire three-year qualification period (FYs 2025–27).

3.6 Guidance on extensions and the HOME program

The schedule for Urban County qualification is coordinated with the schedule for HOME consortia qualification because the HOME program must use the identical Urban County configuration for determining HOME formula allocations.¹

The Urban County qualification process for FYs 2025–27 will start in May 2024 and run through September 20, 2024. This will provide HUD with enough time before the September 30th deadline for FY 2025 funding under the HOME Program to notify counties that they qualify as Urban Counties under the CDBG Program. To avoid any issues with the HOME program's September 30 statutory deadline, your county must complete all steps in the Urban County qualification process by September 20 (at the latest).

In the past, Urban Counties have requested extensions to submit required documents to their local CPD field office because some participating UGLGs' governing bodies don't meet during the summer. Although flexibility exists to allow extensions in unusual situations, CPD Headquarters will not grant any extensions past September 13, 2024. Urban Counties must consider the meeting schedules of UGLGs' governing bodies during the requalification

¹ This is due to HOME program statutory requirements (42 USC 12747(b)(1)(A)) and regulatory requirements (24 CFR § 92.50(c)) for formula allocation. The HOME program formula allocation must be based on data for jurisdictions that make up the Urban County. HUD can't allocate HOME program funding to Urban Counties using inaccurate data.

process. HUD encourages Urban Counties to try to execute their cooperation agreements before summer recess begins to avoid issues.

Many Urban Counties are simultaneously completing the HOME consortia qualification process and the Urban County qualification process. The HOME consortia qualification process must be completed by the **statutory deadline of September 30** to receive a formula allocation under the HOME program. If the Urban County qualification process is not completed by September 30 for Urban Counties that are participating jurisdictions (PJs) in the HOME program, including consortia, the PJ cannot receive a HOME allocation.²

3.7 Guidance for counties that could qualify as an Urban County if a Metropolitan City relinquishes its entitlement status

Your county may be in a situation where it could qualify as an Urban County—but only if a Metropolitan City in your county relinquishes its entitlement status. If a Metropolitan City is willing to relinquish its status, they may participate in your Urban County under a cooperation agreement like other participating UGLGs. [GO TO SECTION 4.I](#) for a link to the list of counties in this situation.

If your county wants to pursue Urban County qualification because a Metropolitan City in your county is willing to relinquish its entitlement status, please notify your local CPD field office as soon as possible but no later than two weeks after receiving the Metropolitan City's notification that it is relinquishing its entitlement status. Your county must provide your local CPD field office with 1) a letter from the Metropolitan City stating its intent to relinquish its entitlement status and 2) a letter from your county stating your intent to qualify as an Urban County. CPD field offices must send these two documents to the Entitlement Communities Division at HUD Headquarters immediately after receiving them.

² 42 USC 12747(b)(3)

SECTION 4: ATTACHMENTS

4.1 Attachment 1: FY 2024 Urban County Lists on HUD.gov

The FY 2024 Urban County Lists (Excel spreadsheets) are posted on a new [Urban County webpage on HUD.gov](#)³ for the seven lists of counties below:

1. All Currently Qualified Urban Counties
2. Urban Counties Requalifying in FY 2024
3. Urban Counties Requalifying in FY 2025
4. Urban Counties Requalifying in FY 2026
5. Counties Qualified through FY 2025 or FY 2026 Containing Nonparticipating UGLGs
6. Counties that Could Qualify if Entitlement Cities Relinquished Entitlement Status
7. Counties Previously Determined Eligible but NOT Accepting Urban County Status

³ https://www.hud.gov/program_offices/comm_planning/cdbg/entitlement-program/urban-counties

4.2 Attachment 2: Statutory Requirements to be an Urban County

Urban Counties are defined in Section 102(a)(6)(A) of the Housing and Community Development Act of 1974 (HCDA) (42 U.S.C. 5301 et seq.), and must meet one of these population thresholds:

1. Have a total combined population of 200,000 or more in their unincorporated areas and participating UGLGs (excluding the population of Metropolitan Cities).
2. Have a total combined population of at least 100,000 (but fewer than 200,000) in their unincorporated areas and participating UGLGs, if those areas (combined) include the majority of low- and moderate-income people in the county. This is called the low- and moderate-income preponderance test.
 - CPD's OTIE will perform this calculation to determine if a county meets the low- and moderate-income preponderance test if it does not meet the first population threshold above (#1).
 - The county itself (overall) still must have a minimum population of 200,000, excluding its Metropolitan Cities. This means that the total population of the county in unincorporated areas, participating UGLGs, *and any nonparticipating UGLGs* is greater than 200,000.

NOTE: The population of Metropolitan Cities must be excluded from all these calculations

All UGLGs located in an Urban County do not have to participate in an Urban County, but the combined population must equal at least 100,000 in a) the areas where the Urban County has essential powers (usually the unincorporated areas) and b) in UGLGs where the Urban County does not have essential powers.

Some counties previously qualified as Urban Counties under Section 102(a)(6)(C) and (D) of the HCDA. No Urban Counties currently qualify under this authority.

4.3 Attachment 3: Definitions of Urban County Terms

Amendment: a change, correction, clarification, or deletion to an auto-renewal cooperation agreement. An amendment may be necessary due to shifting requirements over time at the federal, state, or local government level.

Auto-Renewal Cooperation Agreement: means there is a clause in a cooperation agreement that the agreement will automatically renew every three years unless an UGLG chooses to opt out of an Urban County’s CDBG program.

CDBG Entitlement Program: HUD grant program which provides annual CDBG grants on a formula basis to Metropolitan Cities and Urban Counties to develop viable urban communities, provide decent housing and suitable living environments, and expand economic opportunities for low- and moderate-income people. Visit the [CDBG Entitlement Program](#) website for more information.

Cooperation Agreement: legal agreements between your Urban County and participating UGLGs. These legal documents explain how the two parties will work together, roles and responsibilities, restrictions, and CDBG program requirements. Cooperation agreements between the county and participating UGLGs are required in counties that do not have essential powers in UGLGS (most counties). Cooperation agreements are also required—even for counties that have essential powers in their UGLGs—if they plan to award CDBG funds to participating UGLGs or carry out activities within the jurisdictional boundaries of those UGLGs.

CPD: HUD’s Office of Community Planning and Development. CPD manages the CDBG program and all its iterations (CDBG-DR, CDBG-CV, Section 108, and more), HOME Investment Partnerships (HOME) program, Housing Opportunities for Persons with AIDS Program (HOPWA), homelessness programs (Continuum of Care [CoC] and Emergency Shelter Grants [ESG] programs), Housing Trust Fund (HTF), Neighborhood Stabilization Program (NSP), Community Project Funding grants (congressional earmarks), and more. CPD also provides HUD-wide leadership on the Uniform Relocation Act (URA), community development in rural communities, disaster recovery, environmental reviews and compliance, climate resilience, and energy efficiency in HUD programs.

Entitlement Communities Division: the division at CPD Headquarters responsible for administering the CDBG Entitlement Program and preparing this Urban County Notice. This division can address any questions about the Urban County qualification process and provide extensions for deadlines in this Notice.

Essential Powers: when an Urban County has legal authority to conduct “*essential community development and housing assistance activities*” in its unincorporated areas and/or in its participating UGLGs (without consent from UGLGs’ governing bodies). These essential activities include actions like acquiring property for reuse as low- and moderate-income housing, directly rehabilitating or providing financial assistance for

housing, supporting low-rent housing activities, disposing of land to private developers for redevelopment, and condemning property for low-income housing. Most states only grant counties essential powers in unincorporated areas—not in incorporated areas (UGLGs).

Grants Management Process System (GMP): a monitoring and tracking system for CPD grant programs. HUD uses the system to track UGLGs' participation decisions.

HOME Consortium: a method for local governments that would not otherwise qualify for HOME funding to join with other contiguous units of local government to directly participate in the HOME Investment Partnerships Program (HOME) program.

Incorporated Areas: areas that have been incorporated as an official entity under state law. These areas have a legally defined boundary and an active, functioning government.

Joint Agreement: a legal agreement between an Urban County and a Metropolitan City in the Urban County. A joint agreement allows an Urban County to manage and administer the Metropolitan City's CDBG grant—in addition to the county's own CDBG grant.

Letter: a signed letter on official city or county government letterhead. An attached signed PDF letter on official city or county government letterhead may be sent via email.

Metropolitan City: a city within a metropolitan area which is the principal city of such area, as defined by the Office of Management and Budget (OMB), or any other city, within a metropolitan area, which has a population of 50,000 or more. Any city that was classified as a Metropolitan City for at least two years shall remain classified as a Metropolitan City. Metropolitan Cities are eligible to directly receive CDBG grant funding on a formula basis.

OGC Field Counsel: OGC Field Counsel are staff attorneys in HUD field offices. HUD's Office of General Counsel (OGC) provides legal opinions, advice, and services for all HUD programs and activities. OGC consists of nine headquarters divisions, ten regional offices, field offices in each region, and the Departmental Enforcement Center (DEC).

Split Place: an UGLG whose population is in more than one county. The jurisdiction crosses county lines. The counties do not all have to be Urban Counties. The UGLG must decide which county(ies) it will attribute its population to for Urban County qualification.

State CDBG Program: HUD grant program which awards CDBG funds to state governments for distribution to non-entitlement UGLGs to develop and preserve decent affordable housing, provide services to the most vulnerable in local communities, and create and keep jobs. States award their CDBG funding to non-entitlement areas using a method of distribution of their choosing.

Office of Technology, Innovation, and Evaluation (OTIE): formerly the Systems Development and Evaluation Division, the division at CPD Headquarters that manages the GMP system for the Urban County qualification process.

Unincorporated Areas: areas in a county that have not been incorporated as cities, towns, townships, or villages. These areas may have a name, but they don't have legally defined boundaries or governments.

Unit of General Local Government (UGLG): an incorporated area that is operated by a local governing body (for example, a city council).

Urban County: a county that has met population thresholds to qualify to directly receive CDBG funds from HUD. Urban Counties are Entitlement communities under the CDBG Entitlement Program. Currently, there are 195 Urban Counties. Refer to the official definition at Section 102(a)(6) of the HCDA for more information.

4.4 Attachment 4: HUD Requirements for Cooperation Agreements

List of HUD requirements (12) for Urban County cooperation agreements⁴

1. It must be authorized by governing bodies and signed by CEOs.

The governing bodies for your county and the participating UGLG must authorize the cooperation agreement. Both chief executive officers must sign the agreement.

A legal opinion from the county's counsel must be submitted with the cooperation agreement. The opinion must state that the terms and provisions of the agreement are fully authorized under state and local law and that the agreement provides the legal authority for the county to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities.

2. It must state that your county and the participating UGLG will cooperate to carry out community renewal and lower-income housing assistance activities.

If your Urban County does not have essential powers in the UGLG, the agreement must specifically state that the participating UGLG will: *“undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities.”*

As an alternative to this language, your agreement may reference state law authorizing the UGLG to undertake these activities. Your Urban County must submit alternative language to HUD for approval by OGC Field Counsel.

3. It must state that the agreement covers the CDBG program and that your county and the participating UGLG may not seek CDBG funding from the State's CDBG program while participating in the Urban County.

4. It must state that the agreement also covers 1) the HOME program (if your Urban County receives HOME funding) and 2) the ESG program (if your county receives ESG funding). The participating UGLG may only receive HOME and ESG formula-allocated funds from your Urban County.

It must state that the UGLG may only receive formula-allocated funds under the HOME and ESG programs from your Urban County. Even if your Urban County does not participate in the HOME program, the participating UGLG can't form a HOME consortium with other UGLGs. Similarly, the participating UGLG may only receive ESG formula-allocated funds from your Urban County.

NOTE: If your state allows it, your Urban County and participating UGLGs may still seek HOME or ESG funds from your state government.

⁴ The twelve requirements in this list are the requirements HUD looks for. Counties and UGLGs must also incorporate locally-specific provisions into their agreements to comply with state and local requirements.

- 5. It must specify the qualification period for your Urban County (three fiscal years covered by the agreement) OR the remaining 1-2 years of your qualification period (for amendments to auto-renewal agreements). It must also state that, by the date listed in the Urban County Qualification Notice for the next qualification period, your Urban County will notify the participating UGLG by letter of its right not to participate.**

The qualification period for your Urban County is the next three fiscal years after your county qualifies or requalifies. For example, if you are requalifying this year (FY 2024), your qualification period is FYs 2025–27. If your county is amending an auto-renewal cooperation agreement, the amendment must update how many years remain (one or two years) in your qualification period. We discuss amendments more in #6 below.

- 6. If your cooperation agreement is an auto-renewal agreement, it must state that your Urban County and the participating UGLG will amend the agreement to meet requirements for future Urban County qualification.**

An amendment is any change to an auto-renewal cooperation agreement. Over time, changes to laws and regulations will occur that may require your Urban County to amend your auto-renewal agreements to add new provision(s). An amendment allows your Urban County to draft a separate amendment to your existing agreements that includes the new provision(s) rather than drafting a new cooperation agreement containing the new provisions. The amendment must be authorized by governing bodies and signed by chief executive officers—just like other cooperation agreements.

If your Urban County fails to make a required amendment to a cooperation agreement by the deadlines in this Notice, your auto-renewal agreement is voided and you must submit a new cooperation agreement.

- 7. It must state that the agreement remains in effect until all funds (CDBG, HOME, ESG, and any program income) are expended and all activities are completed.**

This applies to the three-year qualification period (and future qualification periods for auto-renewal cooperation agreements). The county and participating UGLG can't terminate or withdraw from the agreement while it remains in effect.

- 8. It must state that your county and the participating UGLG will comply with all federal laws and regulations specified in HUD's Urban County Notice.**

The agreement must contain an explicit provision obligating your Urban County and the participating UGLG to comply with your Urban County's certification (under section 104(b) of Title I of the Housing and Community Development Act of 1974), that your grant will be conducted and administered in conformity with:

- Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1);

- the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR part 100, and the duty to affirmatively further fair housing (AFFH); and
- Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates:
 - Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8;
 - Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35;
 - the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146; and
 - Section 3 of the Housing and Urban Development Act of 1968
- Other applicable laws

Required provision on affirmatively furthering fair housing (AFFH)

The agreement must contain a provision prohibiting an Urban County from funding activities in—or in support of—any participating UGLG that impedes your county’s actions to comply with your fair housing certification. We require this provision because noncompliance with the duty to affirmatively further fair housing by a participating UGLG may constitute noncompliance by your Urban County. This can result in HUD issuing funding sanctions or other remedial actions for your county.

9. It must include a provision prohibiting excessive use of force and prohibiting physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdictions.

The agreement must expressly state that the participating UGLG has adopted and is enforcing:

1. *A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and*
2. *A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.*

10. It must NOT include a veto provision that could obstruct implementation of your Urban County’s Consolidated Plan.

Your agreement must NOT include a veto provision (or other restriction) that would allow the participating UGLG to obstruct implementation of your Urban County’s approved Consolidated Plan during the qualification period.

Your Urban County has final responsibility for choosing CDBG activities (*and HOME and ESG activities, if applicable*) and submitting the Consolidated Plan to

HUD. If your Urban County is a member of a HOME consortium (but not the lead entity), the HOME consortium is responsible for submitting the Consolidated Plan for your Urban County to HUD.

11. It must state that the participating UGLG is subject to the same requirements as subrecipients in the CDBG program.

Per [24 CFR § 570.501\(b\)](#), the agreement must state that the participating UGLG is subject to the same requirements as subrecipients in the CDBG program. This includes the requirement for executing a written subrecipient agreement before your county disburses CDBG funds to a participating UGLG.

12. It must include a provision that the participating UGLG may not sell, trade, or transfer any HUD funds provided by your Urban County.

Your agreement must include this specific provision: *Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.*

Congress has prohibited this practice. HUD will not accept cooperation agreements or approve any Urban County's qualification without this provision.

Additional provisions your county may include (authorized by state/local laws)

Your cooperation agreements may also include any provisions authorized by state and local laws. These provisions may legally require a participating UGLG to undertake necessary actions, as determined by your county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG program (and, where applicable, HOME and ESG programs) and other applicable laws.

4.5 Attachment 5: Sample Cooperation Agreement Language

HUD Cooperation Agreement Requirement		HUD Sample Language <i>[Text in italics is explanatory and not part of the sample language]</i>
1	It must be authorized by governing bodies and signed by CEOs.	<p><i>This may best translate to a “Whereas” clause, paired with the execution on the signature block.</i></p> <p><i>Example:</i></p> <p>WHEREAS, the Mayor of the Municipality is authorized to execute this Agreement on the Municipality’s behalf; and</p> <p>WHEREAS, the County Executive is authorized to execute this Agreement on the County’s behalf</p>
2	It must state that your county and the participating UGLG will cooperate to carry out essential community development and housing assistance activities.	The County and the Municipality agree to cooperate to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities, as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.
3	It must state that the agreement covers the CDBG program and that your county and the participating UGLG may not seek CDBG funding from the State’s CDBG program while participating in the Urban County.	The participating Municipality understands and agrees that it may not apply for grants under the State CDBG Programs for the fiscal years during the period in which the Municipality participates in the Urban County’s CDBG Program.
4	It must state that the agreement also covers 1) the HOME program (if your Urban County receives HOME	<i>Example, covering CDBG, HOME, and ESG:</i>

	<p>funding) and 2) the ESG program (if your county receives ESG funding). The participating UGLG may only receive HOME and ESG formula-allocated funds from your Urban County.</p>	<p>This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Program, the HOME Program, and the ESG Program.</p> <p>The participating Municipality understands and agrees that it may receive a formula allocation under the HOME and ESG Programs only through the Urban County. This does not preclude the Urban County or the Municipality from applying for HOME or ESG funds from the State, if the State allows.</p>
5	<p>It must specify the qualification period for your Urban County (the three fiscal years covered by the agreement) OR the remaining 1-2 years of your qualification period (for amendments to auto-renewal agreements).</p>	<p><i>Example, auto-renewing:</i></p> <p>This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years XXXX, XXXX and XXXX, and until funds granted and program income received during the three-year program period are expended and the funded activities completed. Neither the County nor the Municipality may terminate, withdraw, or be removed from the program during the three-year program period.</p> <p>This Agreement will renew automatically for participation in successive three-year Urban County qualification periods, unless the Municipality or the County provide written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in HUD's Urban County Qualification Notice. The County will notify the Municipality in writing of the Municipality's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified in the Urban County Qualification Notice.</p>

6	<p>If your cooperation agreement is an auto-renewal agreement, it must state that your Urban County and the participating UGLG will amend the agreement to meet requirements for future Urban County qualification.</p>	<p>The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for subsequent qualification cycles, when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the automatic renewal of such qualification period.</p>
7	<p>It must state that the agreement remains in effect until all funds (CDBG, HOME, ESG, and any program income) are expended and all activities are completed.</p>	<p><i>See above language in #6</i></p>
8	<p>It must state that your county and the participating UGLG will comply with all federal laws and regulations specified in HUD's Urban County Notice</p>	<p>The County and the Municipality shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing. The Parties shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to</p>

		comply with the County's fair housing certification and duty to affirmatively further fair housing.
9	It must include a provision prohibiting excessive use of force and prohibiting physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdictions.	The County and the Municipality each have adopted and are enforcing: <ol style="list-style-type: none"> 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of non-violent civil rights demonstrations within its jurisdiction.
10	It must NOT include a veto provision that could obstruct implementation of your Urban County's Consolidated Plan.	<i>No provision necessary to satisfy this requirement</i>
11	It must state that the participating UGLG is subject to the same requirements as subrecipients in the CDBG program.	Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
12	It must include a provision that the participating UGLG may not sell, trade, or transfer any HUD funds provided by your Urban County.	Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

4.6 Attachment 6: Urban County Scenario Comparison Table

Urban County Requirements	FY 2024 REQUALIFIERS Currently Qualified Urban Counties requalifying in FY 2024	FY 2025 OR FY 2026 REQUALIFIERS Currently Qualified Urban Counties NOT requalifying in FY 2024	FIRST-TIME QUALIFIERS Counties seeking to qualify as an Urban County for the first time in FY 2024
Determination of Essential Powers	<ul style="list-style-type: none"> • HUD may rely on previous Determination(s) of Essential Powers (unless there is evidence that essential powers have changed) 	<ul style="list-style-type: none"> • HUD does not conduct a Determination of Essential Powers for counties in the middle of a qualification period 	<ul style="list-style-type: none"> • HUD OGC Field Counsel must certify a Determination of Essential Powers
Notification Requirements for UGLGs (Letters)	<ul style="list-style-type: none"> • In general, the requalifying Urban County should communicate with its participating UGLGs to determine if they want to continue participating in the Urban County for FYs 2025–27 • If the county has essential powers in UGLGs (only applies to a few states), they must send a Notification of Opportunity to be Excluded letter to participating UGLGs • If the county has auto-renewal cooperation agreements, they must send a Notification of Opportunity to Terminate Agreement letter to participating UGLGs • If the county has split places, they must send a Notification of Split Places letter notifying them of their options for FYs 2025–27 	<ul style="list-style-type: none"> • There is only one <u>optional</u> notification letter that these counties may choose to send: the Notification of Opportunity to be Included. The Urban County can choose to notify any nonparticipating UGLGs (if any) that they have the opportunity to join the Urban County for the rest of the qualification period. 	<ul style="list-style-type: none"> • In general, they must send official letters to all UGLGs notifying them of their opportunity to participate in the new Urban County • If the county has essential powers in its UGLGs, they must send a Notification of Opportunity to be Excluded letter • If the county has split places, they must send a Notification of Split Places letter notifying them of their options for FYs 2025–27

Urban County Requirements	FY 2024 REQUALIFIERS Currently Qualified Urban Counties requalifying in FY 2024	FY 2025 OR FY 2026 REQUALIFIERS Currently Qualified Urban Counties NOT requalifying in FY 2024	FIRST-TIME QUALIFIERS Counties seeking to qualify as an Urban County for the first time in FY 2024
Notification Requirements for Metropolitan Cities (Letters)	<ul style="list-style-type: none"> Must communicate with <u>previously identified potential Metropolitan Cities</u> to determine their plans for participation or nonparticipation in the Urban County for FYs 2025–27 Must communicate with <u>potential new Metropolitan Cities</u> (identified in July 2024 by the U.S. Census) to determine their plans for participation or nonparticipation in the Urban County for FYs 2025–27 	<ul style="list-style-type: none"> No action is required because the Urban County is in the middle of their three-year qualification period <p>NOTE 1: Metropolitan Cities that are part of the Urban County under a joint agreement or deferring their entitlement status to participate in the Urban County as a participating UGLG may not withdraw from the Urban County during the middle of a qualification period</p> <p>NOTE 2: UGLGs that surpass a population of 50,000—becoming eligible to be a Metropolitan City—may not withdraw from the Urban County during the middle of a qualification period</p>	<ul style="list-style-type: none"> In general, must send official letters to any Metropolitan Cities notifying them of the opportunity to participate in the new Urban County for FYs 2025–27 either by: <ol style="list-style-type: none"> deferring their entitlement status and executing a cooperation agreement with the county to participate as an UGLG in the Urban County; or accepting their entitlement status and executing a joint agreement allowing the county to carry out their CDBG program for them. <p>NOTE: Metropolitan Cities have every right to continue accepting their entitlement status (administering their own CDBG award) and not participate in the new Urban County</p>
Cooperation Agreements with Participating UGLGs	<ul style="list-style-type: none"> If the county has regular cooperation agreements in place with participating UGLGs (not auto-renewing), they must execute new cooperation agreements between their county and the UGLGs If the county has auto-renewal cooperation agreements in place, they must make any required amendments to their cooperation agreements with participating UGLGs 	<ul style="list-style-type: none"> No action is required because the Urban County is in the middle of their three-year qualification period If the county adds any nonparticipating UGLGs to their Urban County for the remainder of its qualification period, they must execute cooperation agreements with newly added UGLGs and submit these agreements to HUD 	<ul style="list-style-type: none"> If the county does not have essential powers in its UGLGs (most counties), they must execute cooperation agreements between their county and the UGLGs

Urban County Requirements	FY 2024 REQUALIFIERS Currently Qualified Urban Counties requalifying in FY 2024	FY 2025 OR FY 2026 REQUALIFIERS Currently Qualified Urban Counties NOT requalifying in FY 2024	FIRST-TIME QUALIFIERS Counties seeking to qualify as an Urban County for the first time in FY 2024
Joint Agreements with Metropolitan Cities	<ul style="list-style-type: none"> If a Metropolitan City within the county wants the county to administer their CDBG award, the county and the Metropolitan City must execute a joint agreement 	<ul style="list-style-type: none"> No action is required because the Urban County is in the middle of their three-year qualification period 	<ul style="list-style-type: none"> If a Metropolitan City within the county wants the county to administer their CDBG award, the county and the Metropolitan City must execute a joint agreement
Documents the county must submit to HUD	<ul style="list-style-type: none"> New cooperation agreements with participating UGLGs (if applicable) Amendments (if they have auto-renewal cooperation agreements) Joint agreements with Metropolitan Cities (if applicable) Letter from county counsel All official letters exchanged between their county and UGLGs or Metropolitan Cities about participation in the Urban County 	<ul style="list-style-type: none"> No action is required because the Urban County is in the middle of their three-year qualification period If adding nonparticipating UGLGs to the Urban County, they must submit: <ol style="list-style-type: none"> Notification of Opportunity to be Included letters sent to nonparticipating UGLGs Response letters from UGLGs choosing to join the Urban County New cooperation agreements with UGLGs joining the Urban County Updated letter from county counsel 	<ul style="list-style-type: none"> Cooperation agreements with participating UGLGs Joint agreements with Metropolitan Cities (if applicable) Letter from county counsel All official letters exchanged between their county and UGLGs or Metropolitan Cities about participation in the Urban County

4.7 Attachment 7: Guidance for Unique Grantee Situations

4.7.1 What happens when an UGLG dissolves or unincorporates

An UGLG located in your Urban County may unincorporate, dissolve, or merge with another UGLG. Assuming your Urban County possesses essential powers in your unincorporated areas, the dissolved UGLG (now an unincorporated area) will automatically become part of your Urban County. If the dissolved UGLG merges into another UGLG that already participates in your Urban County, then the newly expanded UGLG will be a participant in your Urban County. The cooperation agreement between your Urban County and the expanded UGLG must be submitted to your local CPD field office and OGC Field Counsel for review. If the dissolved UGLG merges with another UGLG not in your Urban County, that UGLG is still considered part of the Urban County until it requalifies.

The Bureau of Census' (Census) designation of a former incorporated UGLG as dissolved or a former unincorporated UGLG as incorporated is important because Section 102(b) of the HCDA requires the definitions in Section 102(a) such as City, Metropolitan City, and Urban County to be based on the most recent data compiled by Census. Therefore, Census must recognize the former incorporated UGLG as dissolved for HUD to recognize it as no longer being an incorporated UGLG.

If your Urban County is requalifying this year or the following year, and the UGLG is recognized by Census as dissolved, the former UGLG will be considered a part of the unincorporated area of your Urban County. In that instance, CDBG funds may be used for activities in the former UGLG, and its residents may benefit from CDBG-funded activities.

If your Urban County is requalifying this year, and the UGLG is not recognized as dissolved by Census (although dissolution has occurred), it will become part of your Urban County, since the UGLG has legally ceased to exist.

4.7.2 Qualification of New York Towns as Metropolitan Cities (Entitlements)

In the State of New York, there are towns that can qualify as Metropolitan Cities. These towns must secure participation of all the incorporated villages in their boundaries to attain Metropolitan City (entitlement) status. There are eight New York towns in existing Urban Counties that are eligible to be Metropolitan Cities but have not taken steps to qualify as Metropolitan Cities: Greensburgh, Hempstead, North Hempstead, Oyster Bay, Clarkstown, Ramapo, Smithtown, and Southampton.

These eight towns decided to participate in their respective Urban Counties' CDBG programs as participating UGLGs. But, when the Urban Counties in which the towns are located requalify, these eight towns may decide to become Metropolitan Cities and administer their own CDBG programs. This means that the towns would leave the Urban Counties in which they were participating UGLGs. If a New York

town decides to become a Metropolitan City and administer its own CDBG program, they must take the following steps:

1. The New York town should decide before the Urban County requalification process starts whether it will accept its Metropolitan City (entitlement) status. HUD's past experience has shown that UGLGs need plenty of time to complete all of the necessary processes, so HUD recommends that this decision-making process start the year before the requalification year.

The town must secure the participation of all the villages in its boundaries by executing a cooperation agreement with those villages. Depending on local circumstances, it may take several months to notify every village by letter of its intent to become a separate entitlement community and to secure the participation of all the villages.

The town can't qualify as a Metropolitan City unless it secures participation of all the villages. For example, hypothetical Blue County is requalifying in FY 2025 for FYs 2026-28. The Town of Purple has been participating in the Urban County's CDBG program but would like to become an entitlement grantee and administer its own CDBG program. The Town of Purple should make this decision in FY 2024 so it can begin to contact the villages and secure their participation in the town's CDBG program.

2. The Urban County must notify all participating UGLGs by letter (typically in April) that they may choose to opt out of participation in the Urban County's CDBG program. The UGLGs must notify the Urban Counties by letter of their decisions by June 21, 2024. The New York town must respond to the Urban County's correspondence by that date. If the town has an auto-renewal cooperation agreement with the Urban County, it must notify the county (typically by mid-June) that it is terminating the cooperation agreement.

The Urban County must be notified by the deadlines in this Notice so that it may complete the requalification process on time. Failure to meet the deadlines may result in the New York town having to remain part of the Urban County for the next three-year qualification period.

If one of these New York towns notifies its Urban County it is leaving, but does not sign up all the villages, then the town—and villages that have signed on to the town's decision to seek entitlement status—may be excluded from the Urban County. But the town (and the villages that signed on) can't receive CDBG funding as an entitlement grantee because the town did not qualify as a Metropolitan City due to failing to sign up all its villages.

4.7.3 Guidance for Wake County, NC and San Diego County, CA

Section 854(c) of the AIDS Housing Opportunity Act was amended by the Housing Opportunity Through Modernization Act of 2016 (HOTMA) to preserve the continued eligibility of FY 2016 HOPWA formula grantees, including Wake County, NC (which is the HOPWA grantee for the Raleigh, NC Metropolitan Statistical Area). Wake County, NC is the only Urban County that receives a HOPWA formula award from HUD under this arrangement. Separately, San Diego County, CA also receives a HOPWA grant.

HOTMA also amended section 854(c) to allow a HOPWA formula grantee to enter into an agreement with an eligible alternative grantee, including an UGLG (which includes a county), to receive and administer the HOPWA formula allocation in its place. San Diego County, CA administers the city of San Diego's HOPWA grant. More information is available in Notice CPD-17-12, available at: <https://www.hudexchange.info/resources/documents/Notice-CPD-17-12-Implementation-of-HOTMA-Changes-to-the-HOPWA-Program.pdf>

U.S. Department of Housing and Urban Development
CDBG Program Urban County Qualification



COOPERATION AGREEMENT

for

Gwinnett County, Georgia

and

«Municipality»

Federal Fiscal Years 2025 - 2027

AUTHORITY: HUD - CPD NOTICE 24-02

Table of Contents

Section 1: Federal Requirements..... 4

Section 2: CDBG Allocation..... 4

Section 3: Duration of Agreement 6

Section 4: Federal Grant Restrictions..... 6

Section 5: Compliance 7

Section 6: CDBG Eligible Project Approval..... 8

Section 7: Program Income 8

Section 8: Authorizations 9

Section 9: Agreement Execution 10

Section 10: City Clerk Certification..... 11

GWINNETT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
COOPERATION AGREEMENT [AUTHORITY: CPD NOTICE 24-02; May 2024]
Program Year 2025-2027
STATE OF GEORGIA – COUNTY OF GWINNETT

This Cooperation Agreement made this [REDACTED] day of [REDACTED], 2024, by Gwinnett County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the «Municipality», a political subdivision of the State of Georgia (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds [and any program income derived from the expenditure of CDBG funds] to be made available during the period beginning with Federal Fiscal Year [hereinafter referred to as "FFY"] 2025 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the «Municipality» its rights of future exclusion from the County CDBG Program for each successive three-year qualification period, in compliance with HUD-required notification dates.

HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewing at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three-year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations [and as further described in this Agreement], beginning with FFY 2025.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low- and moderate-income persons. These funds will benefit low- and moderate-income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Gwinnett County CDBG Program.

This agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

By executing the CDBG cooperation agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and
3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Gwinnett County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

During each Program Year, the City has the opportunity to make priority decisions and to submit an application of eligible CDBG activities to the County for consideration. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be reviewed and scored by the County and potential funding recommendations will be based on the annual competitive CDBG cycle. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans, which would affect the City, which will involve the use of CDBG funds for implementation.

Section 3: Duration of Agreement

This Agreement remains in effect until CDBG (and, where applicable, HOME and ESG) funds have been received from HUD and program income received (with respect to activities carried out during the three-year qualification period) have been expended by

the City and the County, and the funded activities completed. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Gwinnett County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with FFY 2025 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three-year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three-year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three-year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three-year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to qualify as an Urban County, or if the County does not receive a CDBG grant in any year of the three-year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as: (1) HUD requires changes in the Agreement; or (2) the City shall choose to exclude itself from the County CDBG Program; or (3) the County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing

assistance activities, specifically urban county renewal, and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The county and the city agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act, Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

- a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.
- b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.
- c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical

assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

- d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition.
- b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.
- c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of the City is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For «Municipality»:

«Mayor», Mayor, «Municipality»

Date of Signature

Attest: _____
«City_ManagerAdminstrator»

Date of Signature

Date Approved: City Governing Body:

[IMPRINT CITY SEAL HERE]

For Gwinnett County:

Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

Date of Signature

Attest: _____
Tina King, County Clerk

Date of Signature

[IMPRINT COUNTY SEAL HERE]

Matthew Elder, Division Director
Gwinnett County Housing Community
Development Division

Date of Signature

Board Action Date: _____

Approved As To Form:

Tracy Lettsome, County Attorney's Office

Date of Signature

Section 10: City Clerk Certification

Name of City: «Municipality»

This is to certify that the authority to execute the attached Cooperation Agreement with the Gwinnett County Board of Commissioners for participation in the Gwinnett County Community Development Block Grant Program, for Urban County Qualification beginning with FFY 2025, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Gwinnett County Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

_____, 2024
Date

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Signature of City Clerk

Typed Name of City Clerk

Date

Attest: _____
Signature

Print Name of Attestor

Date of Signature

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240403			
Department:	Police Services	Date Submitted:	04/12/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing - Brandi Cantie - CW	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
SS023-24, purchase of Stryker LifePak CR2 defibrillators and accessories, to Howmedica Osteonics Corp., through Stryker Sales, LLC, in the amount of \$293,793.74.			
Attachments	Summary Sheet, Justification Letter, Justification Support		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Award		
BAC Action:			
Department Head	jdmclure (7/12/2024)		
Attorney	mcintron (7/30/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Police Services	*	\$293,794	mbwoods (7/24/2024)
Finance Comments	*The current balance in Supplies-Other Machinery and Equip is checked as items are purchased. The requested allocation is an estimate based on the recommended base bid. For FY2024, \$293,794 is allocated.			FinDir's Initials bjalexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken
Action	New Item	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
Vote		


SUMMARY – SS023-24
Purchase of Stryker LifePak CR2 Defibrillators and Accessories


PURPOSE:	This agreement will provide automated external defibrillator (AED) devices and related accessories for the Department of Police Services.
LOCATION:	Department of Police Services
AMOUNT TO BE SPENT:	\$293,793.74
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	N/A

COMMENTS:

MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: J. D. McClure 
Chief of Police

FROM: Amalia Cadena 
Section Manager

SUBJECT: Recommendation to Award SS023-24
Purchase of Stryker LifePak CR2 Defibrillators and Accessories

DATE: July 11, 2024

REQUESTED ACTION

The Department of Police Services recommends award of the above referenced contract to Howmedica Osteonics Corp., through Stryker Sales LLC. in the amount of \$293,793.74.

DESCRIPTION

The Police Department is pursuing a sole source purchase of automated external defibrillator (AED) devices and related accessories. The goal is to ensure that all AEDs used across the department are uniform, adhering to the same make, model, and replacement schedule. The new AEDs will replace the existing discontinued models and enhance interoperability among first responders. They are also compatible with existing equipment used in Gwinnett County Fire and Emergency Services ambulances and at local hospitals. The purchase package includes multiple equipment discounts, trade-in credits for 125 existing devices, and an 8-year warranty. Additionally, training is provided at no extra cost.

FINANCIAL

1. Estimated amount to be spent: \$293,793.74
2. Projected amount to be spent previous contract period: N/A
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No

Page 2
Recommendation Letter
SS023-24

5. Contact name: Felicia Kemp Contact phone: 770-513-5096

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	106	113100	21200016	50701602		\$293,793.74	100%
Total						\$293,793.74	100%

Transfer Required: Yes No

If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



GWINNETT COUNTY
FINANCIAL SERVICES | PURCHASING
SOLE SOURCE APPROVAL FORM

Requesting Department: Police

Purchasing Associate: Chelsey Ward *(initials) 7/10/24*

Description of purposed procurement:

Purchase of Stryker LifePak CR2 Defibrillator with cellular data plan, related accessories (including but not limited to electrode pads, batteries, required cables, etc.), and associated training.

Reason for sole source request:

Stryker is the sole source in the U.S. Emergency Response Services market for LifePak CR2 automated external defibrillators (AEDs). The Police Department requires replacement of existing AEDs which are beyond their service life and continuously failing. The LifePak CR2 is the standard defibrillator used by Gwinnett County Fire and Emergency Service (GCFES). Interoperability between first responders within the county will be enhanced by the Police Department's transition to Stryker AEDs. The LifePak CR2 defibrillator pad is also compatible with GCFES' LifePak 15 device, used for advanced medical treatment in all ambulances. The device readiness can be managed through the existing LIFENET System and post-event data can be shared and managed between Police, GCFES, and local hospitals.

Sole Source Provider: Stryker Medical through Stryker Sales Corporation

Additional cost/savings: Discounted pricing (per quote) & trade-in credits for existing & expired unit

Staff & facilities will be equipped with up-to-date life saving equipment, improving chances of citizen survival

Benefits to the County: _____

Anticipated annual expenditure: \$293,793.74 (2024) - includes \$62,500 trade-in credit

Requested validity period: 8 years (due to standard AED warranty length - per attached quote)

Major. Rick Klok #686

3-13-24

Prepared By

Date

J.D. McClure 530

04/09/24

Department Director

Date

Holly Cafferty

4/11/24

Purchasing Director

Date

4/11/24

Expiration of approval

Please return to the Purchasing Division after completion. If an agenda request is required, the Purchasing Division will prepare the agenda request for placement on the 5/28/24 agenda for approval by the Board of Commissioners.

Anticipated Agenda Date



**Gwinnett County Police Cellular CR2 AED x139
TRADE-IN 125 (7-11-2024)**

Quote Number: 10884461

Version: 1

Prepared For: GWINNETT COUNTY POLICE DEPT

Attn:

Rep: Preston Willis

Email: preston.willis@stryker.com

Phone Number:

Quote Date: 07/11/2024

Expiration Date: 09/30/2024

Contract Start: 08/06/2024

Contract End: 08/08/2025

Equipment Products:

#	Product	Description	U/M	Qty	List Price	Discount %	Sell Price	Total
1.0	11101-000021	QUIK-STEP pacing/ECG/defibrillation electrodes, 4 year. Includes electrode cover, 1 set of adult/ pediatric electrodes, LPCR2	PCE	120	\$182.00	36.79%	\$115.05	\$13,806.00
5.0	99512-001709	LIFEPAK CR2 Cellular Defibrillator, Fully Automatic, English, carrying case	PCE	139	\$3,521.00	37.92%	\$2,185.94	\$303,845.66
							Equipment List Price:	\$511,259.00
							Equipment Discount %:	37.87%
							Equipment Total:	\$317,651.66

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-PHG3B-LPCR2	TRADE-IN-CARDIAC SCIENCE POWERHEART G3 BIPHASIC TOWARDS PURCHASE OF LIFEPAK CR2	125	-\$500.00	-\$62,500.00

ProCare Products:

#	Product	Description	Qty	List Price	Discount %	Sell Price	Total	
							ProCare List Price:	\$0.00
							ProCare Discount %:	DIV/0%
							ProCare Total:	\$0.00

Data Solutions:

#	Product	Description	Qty	List Price	Discount %	Sell Price	Total
2.0	99428-000212	On-Site Implementation	1	\$10,780.00	100.0%	\$0.00	\$0.00
3.0	50999-000248	UpgrBBP Train(PP,ReqAED/CPR CL	139	\$90.00	100.0%	\$0.00	\$0.00
6.0	50998-000027	LPCR2, 4G DATA PLAN	139	\$499.00	49.9%	\$250.00	\$34,750.00



**Gwinnett County Police Cellular CR2 AED x139
TRADE-IN 125 (7-11-2024)**

Quote Number: 10884461
Version: 1
Prepared For: GWINNETT COUNTY POLICE DEPT
Attn:

Rep: Preston Willis
Email: preston.willis@stryker.com
Phone Number:

Quote Date: 07/11/2024
Expiration Date: 09/30/2024
Contract Start: 08/06/2024
Contract End: 08/08/2025

Data Solutions List Price:	\$92,651.00
Data Solutions Discount %:	62.49%
Data Solutions Total:	\$34,750.00

Price Totals:

Total Discount % Off:	41.65%
Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$3,892.08
Grand Total:	\$293,793.74

Comments:

Legal Name: Howmedica
Osteonics Corp

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



**Gwinnett County Police Cellular CR2 AED x139
TRADE-IN 125 (7-11-2024)**

Quote Number: 10884461

Version: 1

Prepared For: GWINNETT COUNTY POLICE DEPT

Attn:

Rep: Preston Willis

Email: preston.willis@stryker.com

Phone Number:

Quote Date: 07/11/2024

Expiration Date: 09/30/2024

Contract Start: 08/06/2024

Contract End: 08/08/2025

ENDING APPROVAL

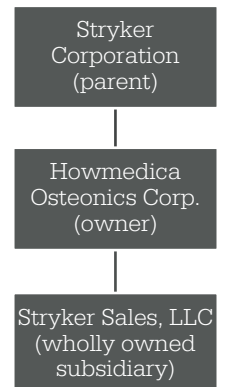
W9s and Stryker's legal entity name

Stryker Sales, LLC

Effective January 1, 2021, Stryker Sales Corporation converted to a limited liability company (LLC) and operates under the name Stryker Sales, LLC, a Michigan limited liability company. With the exception of the name change and change in entity designation (Stryker Sales Corporation to Stryker Sales, LLC), everything relating to the entity remains the same. Stryker Sales, LLC is a wholly owned subsidiary of Howmedica Osteonics Corp. and Stryker Corporation is the ultimate parent.

Why does Stryker provide a Form W-9, Request for Taxpayer Identification Number (TIN) and Certification, to Customers?

An independent contractor fills out a W-9 form to provide their tax-filing name and TIN to the business or employer that will be paying them. As an independent contractor, Stryker provides a Form W-9 to customers that will be paying Stryker for its products and services.



Why is Howmedica Osteonics Corp. listed on Stryker's W-9?

The IRS treats LLCs that are wholly owned by a single owner (i.e., member) as disregarded entities. That means that the IRS does not tax the LLC itself. Instead, the LLC's income or loss is taxed on the *owner's* individual income tax return. This disregarded entity status simply describes how the IRS classifies the LLC and does not affect any operations or personal liability protection of the LLC. When the disregarded entity LLC is asked to provide a Form W-9, the LLC must provide the owner's EIN, not the LLC's EIN. Therefore, **since the sole member/owner of Stryker Sales, LLC is Howmedica Osteonics Corp., the W-9 provided by Stryker Sales, LLC to our customers must reflect Howmedica Osteonics Corp.'s EIN.**

Takeaways

As a Michigan limited liability company, Stryker Sales, LLC is a legal entity and all contracts entered into in the name of Stryker Sales, LLC remain valid and binding agreements. Howmedica Osteonics, Corp. is listed on Stryker Sales, LLC's W-9 for tax purposes only. **Stryker Sales, LLC can continue to be used as the legal entity in our contracts** despite Howmedica Osteonics, Corp. being listed on Stryker's Form W-9. If you have tax related questions, please contact: salesusetax@stryker.com. If you have any questions related to bank accounts, please contact: corporatetreasury@stryker.com

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240702			
Department:	Support Services	Date Submitted:	07/11/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing - Brandi Cantie - AM	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
OS033-24, purchase of furniture for the Police SWAT-HDU-K9 facility, to Allsteel, Inc.; OFS Brands, Inc.; Special-T, LLC; and The Hon Company, using a competitively procured State of Georgia contract, in the amount of \$187,927.12.			
Attachments	Summary Sheet, Justification Letter, Justification Support		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Award		
BAC Action:			
Department Head	rgadderley (7/17/2024)		
Attorney	jennyscarter (7/22/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Project	*\$358,148	\$187,928	mbwoods (7/22/2024)
Finance Comments	*Amount available in HDU-SWAT Building project.			FinDir's Initials bjalexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken Vote
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – OS033-24
Purchase of Furniture for the Police SWAT-HDU-K9 Facility

PURPOSE:	To purchase, install, and deliver furniture to the new Police SWAT-HDU-K9 Facility.
LOCATION:	854 Winder Hwy Lawrenceville, GA 30045
AMOUNT TO BE SPENT:	\$187,927.12
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	N/A



MEMORANDUM

TO: Alexis Mckennery
Purchasing Associate II

FROM: Ron Adderley 
Acting Director

SUBJECT: Recommendation to Award OS033-24—Purchase of Furniture for the Police SWAT-HDU-K9 Facility Project

DATE: July 12, 2024

REQUESTED ACTION

The Department of Support Services recommends award of the above referenced contract using State of Georgia competitively bid contracts in the amount of \$187,927.12 to Allsteel, Inc., in the amount of \$44,842.56; The HON Company, in the amount of \$133,661.14; OFS Brands, in the amount of \$8,034.54; and Special-T, LLC, in the amount of \$1,388.88.

DESCRIPTION

This recommendation is for the purchase, delivery, and installation of furniture for the Gwinnett County Police SWAT-HDU-K9 Facility Project. The State of Georgia competitively procured and awarded contracts to the vendors listed above. Competitively bid state contracts are available to local governments to benefit from the competitive pricing of high-volume state contracts. Utilizing state contracts assures that the furniture has been competitively bid in accordance with the current purchasing ordinances of Gwinnett County and the State of Georgia.

FINANCIAL

1. Estimated amount to be spent: \$187,927.12
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact Name: Thomas Cook Contact Phone: 770.822.8730
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	406	207000		50000000	F-1365-01-4-01	\$187,927.12	100%
Total						\$187,927.12	100%

Transfer Required: Yes No X



Final Proposal Allsteel Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	1 of 2

T Gwinnett County Police Dept.
O 770 HI-HOPE RD
LAWRENCEVILLE, GA 30043

ATTN: Tom Cook - 770-822-8730

I HDU & SWAT
N 854 Winder Hwy
S Lawrenceville, GA 30045
T
A
L ATTN: Tom Cook
L Phone: 770-822-8730
Email: Thomas.Cook@gwinnettcountry.com

Prepared for : Kelly Fleming

Group	Quantity	Description	Unit Price	Extended Amount
D&I Allsteel	1.0	PRICED DELIVERED & INSTALLED Remit To: Allsteel, Inc. c/o Office Creations 2210 Second Ave Muscatine, IA 52761-5257 Phone: 800.309.9380 DEALER OF RECORD Office Creations, Inc. 5250 Brook Hollow Parkway Norcross, GA 30071 SWC Contract #: 99999-001-SPD0000198-0017 People Soft # 8229	44,842.56	44,842.56

Line	Quantity	Description	Unit Price	Extended Amount
133	8.00 Each	AW4HM66--\$(P2)-.PR6 HINGED MODESTY PANEL 66IN \$(P2):P2 Paint Opts .PR6:Silver Tag: Tag TG: HAT - 101	209.62	1,676.96
134	8.00 Each	AW4GANG GANGING HARDWARE Tag: Tag TG: HAT - 101	43.71	349.68
135	8.00 Each	AW3LF2472V--.X-\$(L1STD)-.PINC-.PI-.AGO 24DX72W AWARE TOP LAM FLATEDG FOR V-FIXED/NEST .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PI:Pinnacle .AGO:No Cutouts Tag: Tag TG: HAT - 101	351.00	2,808.00



Final Proposal Allsteel Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	2 of 2

136	8.00 Each	AW2VM24N72CB--\$(P2)-.PR6-.B 24X72 NSTNG V-LEG/CT \$(P2):P2 Paint Opts .PR6:Silver .B:Black Tag: Tag TG: HAT - 101	797.00	6,376.00
137	24.00 Each	AW4HM66--\$(P2)-.PR6 HINGED MODESTY PANEL 66IN \$(P2):P2 Paint Opts .PR6:Silver Tag: Tag TG: HAT - 101	209.62	5,030.88
138	24.00 Each	AW4GANG GANGING HARDWARE Tag: Tag TG: HAT - 101	43.71	1,049.04
139	24.00 Each	AW3LF2472V--.X-\$(L1STD)-.PINC-.PI-.AGO 24DX72W AWARE TOP LAM FLATEDG FOR V-FIXED/NEST .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PI:Pinnacle .AGO:No Cutouts Tag: Tag TG: HAT - 101	351.00	8,424.00
140	24.00 Each	AW2VM24N72CB--\$(P2)-.PR6-.B 24X72 NSTNG V-LEG/CT \$(P2):P2 Paint Opts .PR6:Silver .B:Black Tag: Tag TG: HAT - 101	797.00	19,128.00

Total Product :	\$44,842.56
Order Sub-Total :	\$44,842.56
TOTAL ORDER :	\$44,842.56

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Signature: _____ Name: _____ Title: _____ Date: _____



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	1 of 19

T Gwinnett County Police Dept.
O 770 HI-HOPE RD
LAWRENCEVILLE, GA 30043

ATTN: Tom Cook - 770-822-8730

I HDU & SWAT
N 854 Winder Hwy
S Lawrenceville, GA 30045
T
A
L ATTN: Tom Cook
L Phone: 770-822-8730
Email: Thomas.Cook@gwinnettcountry.com

Prepared for : Kelly Fleming

Group	Quantity	Description	Unit Price	Extended Amount
D&I HON	1.0	PRICED DELIVERED & INSTALLED Remit To: The HON Company C/O Office Creations 200 OAK STREET MUSCATINE, IA 52761 800.466.8694 DEALER OF RECORD Office Creations, Inc. 5250 Brook Hollow Parkway Norcross, GA 30071 SWC Contract #: 99999-001-SPD0000198-0019 People Soft #	133,661.14	133,661.14

Line	Quantity	Description	Unit Price	Extended Amount
142	16.00 Each	HMN2--.N-.S-.PB-.PT-\$(3)-.SX-04-.CBK MOTIVATE NEST/STACK CHAIR-FLEX BCK-UPH SEAT .N:No Arm .S:Soft Caster .PB:Upholstered Back .PT:Platinum \$(3):Grade 3 Uph .SX:Moxie 04:Elysian .CBK:Charblack Tag: Tag TG: HAT - 102	367.58	5,881.28
143	8.00 Each	HMN2--.N-.S-.PB-.PT-\$(3)-.SX-04-.CBK MOTIVATE NEST/STACK CHAIR-FLEX BCK-UPH SEAT .N:No Arm .S:Soft Caster .PB:Upholstered Back .PT:Platinum	367.58	2,940.64



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	2 of 19

		\$(3):Grade 3 Uph .SX:Moxie 04:Elysian .CBK:Charblack Tag: Tag TG: HAT - 102		
144	48.00 Each	HMN2--.N-.H-.PB-.PT-\$(3)-.SX-04-.CBK MOTIVATE NEST/STACK CHAIR-FLEX BCK-UPH SEAT .N:No Arm .H:Hard .PB:Upholstered Back .PT:Platinum \$(3):Grade 3 Uph .SX:Moxie 04:Elysian .CBK:Charblack Tag: Tag TG: HAT - 102A	353.66	16,975.68
145	1.00 Each	H105324K--\$(L1STD)-.PINC-PINC 10500 SERIES60X37 1/8 STACK-ON STORAGE 4-DR LOCKING ETA \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	588.77	588.77
146	1.00 Each	H105491--\$(L1STD)-.PINC-PINC 10500 SERIES CREDENZA W/2 LAT FILES 72WX24D \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	1,084.89	1,084.89
147	1.00 Each	HHATW3072CT--\$(L1STD)-.PINC-.PINC-.G2-P-.P 72W X 30D RECT WORKSURFACE C/T BASE \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .G2:2 Grommets - Offset P:Black .P:Black Tag: Tag TG: HAT - 104	235.38	235.38
148	1.00 Each	H105324K--\$(L1STD)-.PINC-PINC 10500 SERIES60X37 1/8 STACK-ON STORAGE 4-DR LOCKING ETA \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	551.58	551.58
149	1.00 Each	H105854--\$(L1STD)-.PINC 10500 SERIES BACK ENCLOSURE FOR 60W STACK ON STORAGE \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle Tag: Tag TG: HAT - 104	113.97	113.97
150	1.00	HUSLMOD1372--\$(L1STD)-.PINC-.PINC-.P	307.12	307.12



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	3 of 19

	Each	LAMINATE MODESTY 13H X 72W \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .P:Black Tag: Tag TG: HAT - 104		
151	1.00 Each	H105684X--\$(L1STD)-.PINC-PINC 10500 SERIES RETURN SHELL 29-1/2H X 60W X 24D \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	342.35	342.35
152	5.00 Each	HF23B--.X104E BLACK REMOVABLE LOCK CORE KIT .X104E:104E Tag: Tag TG: HAT - 104	19.58	97.90
153	1.00 Each	HHATB3S2LT--\$(P2)-.PR6-.X-.MEM 3 STAGE 2 LEG RECTANGLE T FOOT \$(P2):P2 Paint Opts .PR6:Silver .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: HAT - 104	507.65	507.65
154	1.00 Each	H105684X--\$(L1STD)-.PINC-PINC 10500 SERIES RETURN SHELL 29-1/2H X 60W X 24D \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	342.35	342.35
155	1.00 Each	H90054--\$(A)-.ECH-13 10500 SERIES TCKBD FOR 60W STACK ON STRG BCK ENCLOSURE \$(A):Grd A Fab .ECH:Etch 13:Axis Tag: Tag TG: HAT - 104	147.47	147.47
156	1.00 Each	HHATW3072CT--\$(L1STD)-.PINC-.PINC-.G2-P-.P 72W X 30D RECT WORKSURFACE C/T BASE \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .G2:2 Grommets - Offset P:Black .P:Black Tag: Tag TG: HAT - 104	235.38	235.38
157	1.00 Each	H90054--\$(A)-.ECH-13 10500 SERIES TCKBD FOR 60W STACK ON STRG BCK ENCLOSURE \$(A):Grd A Fab .ECH:Etch 13:Axis	147.47	147.47



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	4 of 19

		Tag: Tag TG: HAT - 104		
158	1.00 Each	H105324K--\$(L1STD)-.PINC-PINC 10500 SERIES60X37 1/8 STACK-ON STORAGE 4-DR LOCKING ETA \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	551.58	551.58
159	1.00 Each	HHATB3S2LT--\$(P2)-.PR6-.X-.MEM 3 STAGE 2 LEG RECTANGLE T FOOT \$(P2):P2 Paint Opts .PR6:Silver .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: HAT - 104	507.65	507.65
160	1.00 Each	HUSLMOD1372--\$(L1STD)-.PINC-.PINC-.P LAMINATE MODESTY 13H X 72W \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .P:Black Tag: Tag TG: HAT - 104	289.16	289.16
161	1.00 Each	HUSLMOD1372--\$(L1STD)-.PINC-.PINC-.P LAMINATE MODESTY 13H X 72W \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .P:Black Tag: Tag TG: HAT - 104	289.16	289.16
162	1.00 Each	HJTRGH36--.P 36 CABLE MANAGEMENT TRAY - BLACK ONLY .P:Black Tag: Tag TG: HAT - 104	38.96	38.96
163	1.00 Each	HJTRGH36--.P 36 CABLE MANAGEMENT TRAY - BLACK ONLY .P:Black Tag: Tag TG: HAT - 104	38.96	38.96
164	1.00 Each	H105854--\$(L1STD)-.PINC 10500 SERIES BACK ENCLOSURE FOR 60W STACK ON STORAGE \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle Tag: Tag TG: HAT - 104	121.94	121.94
165	1.00 Each	H105684X--\$(L1STD)-.PINC-PINC 10500 SERIES RETURN SHELL 29-1/2H X 60W X 24D \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	365.37	365.37
166	1.00	H90054--\$(A)-.ECH-13	147.47	147.47



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	5 of 19

	Each	10500 SERIES TCKBD FOR 60W STACK ON STRG BCK ENCLOSURE \$(A):Grd A Fab .ECH:Etch 13:Axis Tag: Tag TG: HAT - 104		
167	1.00 Each	HHATW3072CT--\$(L1STD)-.PINC-.PINC-.G2-P-.P 72W X 30D RECT WORKSURFACE C/T BASE \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .G2:2 Grommets - Offset P:Black .P:Black Tag: Tag TG: HAT - 104	235.38	235.38
168	1.00 Each	H90054--\$(A)-.ECH-13 10500 SERIES TCKBD FOR 60W STACK ON STRG BCK ENCLOSURE \$(A):Grd A Fab .ECH:Etch 13:Axis Tag: Tag TG: HAT - 104	147.47	147.47
169	1.00 Each	HHATB3S2LT--\$(P2)-.PR6-.X-.MEM 3 STAGE 2 LEG RECTANGLE T FOOT \$(P2):P2 Paint Opts .PR6:Silver .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: HAT - 104	507.65	507.65
170	1.00 Each	H105106--\$(L1STD)-.PINC-PINC 10500 SERIES 15 3/4WX18 7/8H MOBILE PED B/F \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	383.67	383.67
171	1.00 Each	H105491--\$(L1STD)-.PINC-PINC 10500 SERIES CREDENZA W/2 LAT FILES 72WX24D \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	1,084.89	1,084.89
172	5.00 Each	HF23B--.X105E BLACK REMOVABLE LOCK CORE KIT .X105E:105E Tag: Tag TG: HAT - 104	19.58	97.90
173	1.00 Each	H105106--\$(L1STD)-.PINC-PINC 10500 SERIES 15 3/4WX18 7/8H MOBILE PED B/F \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	383.67	383.67



Final Proposal Hon Height Adjustable

Office Creations
 5250 Brook Hollow Parkway
 Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	6 of 19

174	1.00 Each	HJTRGH36--.P 36 CABLE MANAGEMENT TRAY - BLACK ONLY .P:Black Tag: Tag TG: HAT - 104	38.96	38.96
175	1.00 Each	H105854--\$(L1STD)-.PINC 10500 SERIES BACK ENCLOSURE FOR 60W STACK ON STORAGE \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle Tag: Tag TG: HAT - 104	113.97	113.97
176	1.00 Each	H105106--\$(L1STD)-.PINC-PINC 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	383.67	383.67
177	1.00 Each	H105491--\$(L1STD)-.PINC-PINC 10500 SERIES CREDENZA W/2 LAT FILES 72WX24D \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	1,084.89	1,084.89
178	1.00 Each	H105106--\$(L1STD)-.PINC-PINC 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	383.67	383.67
179	1.00 Each	H90054--\$(A)-.ECH-13 10500 SERIES TCKBD FOR 60W STACK ON STRG BCK ENCLOSURE \$(A):Grd A Fab .ECH:Etch 13:Axis Tag: Tag TG: HAT - 104	147.47	147.47
180	1.00 Each	H105491--\$(L1STD)-.PINC-PINC 10500 SERIES CREDENZA W/2 LAT FILES 72WX24D \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	1,084.89	1,084.89
181	1.00 Each	HUSLMOD1372--\$(L1STD)-.PINC-.PINC-.P LAMINATE MODESTY 13H X 72W \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .P:Black Tag: Tag TG: HAT - 104	289.16	289.16
182	1.00 Each	HJTRGH36--.P 36 CABLE MANAGEMENT TRAY - BLACK ONLY .P:Black	38.96	38.96



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	7 of 19

		Tag: Tag TG: HAT - 104		
183	1.00 Each	H105684X--\$(L1STD)-.PINC-PINC 10500 SERIES RETURN SHELL 29-1/2H X 60W X 24D \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	342.35	342.35
184	1.00 Each	H105324K--\$(L1STD)-.PINC-PINC 10500 SERIES60X37 1/8 STACK-ON STORAGE 4-DR LOCKING ETA \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	551.58	551.58
185	5.00 Each	HF23B--.X120E BLACK REMOVABLE LOCK CORE KIT .X120E:120E Tag: Tag TG: HAT - 104	19.58	97.90
186	1.00 Each	HHATB3S2LT--\$(P2)-.PR6-.X-.MEM 3 STAGE 2 LEG RECTANGLE T FOOT \$(P2):P2 Paint Opt .PR6:Silver .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: HAT - 104	507.65	507.65
187	1.00 Each	HUSLMOD1372--\$(L1STD)-.PINC-.PINC-.P LAMINATE MODESTY 13H X 72W \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .P:Black Tag: Tag TG: HAT - 104	289.16	289.16
188	1.00 Each	HHATW3072CT--\$(L1STD)-.PINC-.PINC-.G2-T1-.P 72W X 30D RECT WORKSURFACE C/T BASE \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .G2:2 Grommets - Offset T1:Platinum .P:Black Tag: Tag TG: HAT - 104	235.38	235.38
189	1.00 Each	H105106--\$(L1STD)-.PINC-PINC 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	383.67	383.67
190	1.00 Each	H105854--\$(L1STD)-.PINC 10500 SERIES BACK ENCLOSURE FOR 60W STACK ON STORAGE \$(L1STD):Grd L1 Standard Laminates	113.97	113.97



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	8 of 19

		.PINC:Pinnacle Tag: Tag TG: HAT - 104		
191	1.00 Each	H105491--\$(L1STD)-.PINC-PINC 10500 SERIES CREDENZA W/2 LAT FILES 72WX24D \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	1,084.89	1,084.89
192	5.00 Each	HF23B--.X121E BLACK REMOVABLE LOCK CORE KIT .X121E:121E Tag: Tag TG: HAT - 104	19.58	97.90
193	1.00 Each	H105324K--\$(L1STD)-.PINC-PINC 10500 SERIES60X37 1/8 STACK-ON STORAGE 4-DR LOCKING ETA \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	551.58	551.58
194	5.00 Each	HF23B--.X106E BLACK REMOVABLE LOCK CORE KIT .X106E:106E Tag: Tag TG: HAT - 104	19.58	97.90
195	1.00 Each	HHATB3S2LT--\$(P2)-.PR6-.X-.MEM 3 STAGE 2 LEG RECTANGLE T FOOT \$(P2):P2 Paint Opts .PR6:Silver .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: HAT - 104	507.65	507.65
196	1.00 Each	HHATW3072CT--\$(L1STD)-.PINC-.PINC-.G2-T1-.P 72W X 30D RECT WORKSURFACE C/T BASE \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .G2:2 Grommets - Offset T1:Platinum .P:Black Tag: Tag TG: HAT - 104	235.38	235.38
197	1.00 Each	H105684X--\$(L1STD)-.PINC-PINC 10500 SERIES RETURN SHELL 29-1/2H X 60W X 24D \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 104	342.35	342.35
198	1.00 Each	HUSLMOD1372--\$(L1STD)-.PINC-.PINC-.P LAMINATE MODESTY 13H X 72W \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle	289.16	289.16



Final Proposal Hon Height Adjustable

Office Creations
 5250 Brook Hollow Parkway
 Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	9 of 19

		.P:Black Tag: Tag TG: HAT - 104		
199	1.00 Each	HJTRGH36--.P 36 CABLE MANAGEMENT TRAY - BLACK ONLY .P:Black Tag: Tag TG: HAT - 104	38.96	38.96
200	1.00 Each	H105854--\$(L1STD)-.PINC 10500 SERIES BACK ENCLOSURE FOR 60W STACK ON STORAGE \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle Tag: Tag TG: HAT - 104	113.97	113.97
201	1.00 Each	H105684X--\$(L1STD)-.PINC-PINC 10500 SERIES RETURN SHELL 29-1/2H X 60W X 24D \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 105	342.35	342.35
202	5.00 Each	HF23B--.X107E BLACK REMOVABLE LOCK CORE KIT .X107E:107E Tag: Tag TG: HAT - 105	19.58	97.90
203	1.00 Each	H105854--\$(L1STD)-.PINC 10500 SERIES BACK ENCLOSURE FOR 60W STACK ON STORAGE \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle Tag: Tag TG: HAT - 105	113.97	113.97
204	1.00 Each	H105491--\$(L1STD)-.PINC-PINC 10500 SERIES CREDENZA W/2 LAT FILES 72WX24D \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 105	1,084.89	1,084.89
205	1.00 Each	H105324K--\$(L1STD)-.PINC-PINC 10500 SERIES60X37 1/8 STACK-ON STORAGE 4-DR LOCKING ETA \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 105	551.58	551.58
206	1.00 Each	HJTRGH36--.P 36 CABLE MANAGEMENT TRAY - BLACK ONLY .P:Black Tag: Tag TG: HAT - 105	38.96	38.96
207	1.00 Each	H105106--\$(L1STD)-.PINC-PINC 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle Tag: Tag TG: HAT - 105	383.67	383.67



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	10 of 19

208	1.00 Each	HHATW3072CT--\$(L1STD)-.PINC-.PINC-.G2-P-.P 72W X 30D RECT WORKSURFACE C/T BASE \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .G2:2 Grommets - Offset P:Black .P:Black Tag: Tag TG: HAT - 105	235.38	235.38
209	1.00 Each	HHATB3S2LT--\$(P2)-.PR6-.X-.MEM 3 STAGE 2 LEG RECTANGLE T FOOT \$(P2):P2 Paint Opts .PR6:Silver .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: HAT - 105	507.65	507.65
210	1.00 Each	H90054--\$(A)-.ECH-13 10500 SERIES TCKBD FOR 60W STACK ON STRG BCK ENCLOSURE \$(A):Grd A Fab .ECH:Etch 13:Axis Tag: Tag TG: HAT - 105	147.47	147.47
211	2.00 Each	HIGS6--.N-.H-.U-\$(2)-.WP-04-.PR8T IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING .N:Armless .H:Hard Caster .U:Upholstered \$(2):Grade 2 Uph .WP:Whisper Vinyl 04:Slate .PR8T:Textured Silver Tag: Tag TG: HAT - 106	275.79	551.58
212	2.00 Each	HIGS6--.N-.H-.U-\$(2)-.WP-04-.PR8T IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING .N:Armless .H:Hard Caster .U:Upholstered \$(2):Grade 2 Uph .WP:Whisper Vinyl 04:Slate .PR8T:Textured Silver Tag: Tag TG: HAT - 106	275.79	551.58
213	2.00 Each	HIGS6--.N-.H-.U-\$(2)-.WP-04-.PR8T IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING .N:Armless .H:Hard Caster .U:Upholstered \$(2):Grade 2 Uph .WP:Whisper Vinyl	275.79	551.58



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	11 of 19

		04:Slate .PR8T:Textured Silver Tag: Tag TG: HAT - 106		
214	2.00 Each	HIGS6--.N.-H.-U-\$(2)-.WP-04-.PR8T IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING .N:Armless .H:Hard Caster .U:Upholstered \$(2):Grade 2 Uph .WP:Whisper Vinyl 04:Slate .PR8T:Textured Silver Tag: Tag TG: HAT - 106	275.79	551.58
215	2.00 Each	HIGS6--.N.-S.-U-\$(2)-.WP-04-.PR8T IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING .N:Armless .S:All Surface Caster .U:Upholstered \$(2):Grade 2 Uph .WP:Whisper Vinyl 04:Slate .PR8T:Textured Silver Tag: Tag TG: HAT - 106A	289.71	579.42
216	2.00 Each	HIGS6--.N.-S.-U-\$(2)-.WP-04-.PR8T IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING .N:Armless .S:All Surface Caster .U:Upholstered \$(2):Grade 2 Uph .WP:Whisper Vinyl 04:Slate .PR8T:Textured Silver Tag: Tag TG: HAT - 106A	289.71	579.42
217	1.00 Each	HIWMRA--.Y1-.A.-H.-TI-\$(3)-.SX-05-.TL-.SB-.T IGN 2 MID-BACK REACTIV .Y1:Synchro-Tilt W Seat Slider .A:Height and Width Adj. Arm .H:Hard Caster .TI:Titanium \$(3):Grade 3 Uph .SX:Moxie 05:Blueberry .TL:Titanium Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: HAT - 107	404.55	404.55
218	3.00 Each	HIWMRA--.Y1-.A.-H.-TI-\$(3)-.SX-05-.TL-.SB-.T IGN 2 MID-BACK REACTIV .Y1:Synchro-Tilt W Seat Slider	404.55	1,213.65



Final Proposal Hon Height Adjustable

Office Creations
 5250 Brook Hollow Parkway
 Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	12 of 19

		.A:Height and Width Adj. Arm .H:Hard Caster .TI:Titanium \$(3):Grade 3 Uph .SX:Moxie 05:Blueberry .TL:Titanium Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: HAT - 107		
219	1.00 Each	HIWMRA--.Y1-.A-.H-.TI-\$(3)-.SX-05-.TL-.SB-.T IGN 2 MID-BACK REACTIV .Y1:Synchro-Tilt W Seat Slider .A:Height and Width Adj. Arm .H:Hard Caster .TI:Titanium \$(3):Grade 3 Uph .SX:Moxie 05:Blueberry .TL:Titanium Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: HAT - 107	404.55	404.55
220	1.00 Each	HIWMRA--.Y1-.A-.H-.TI-\$(3)-.SX-05-.TL-.SB-.T IGN 2 MID-BACK REACTIV .Y1:Synchro-Tilt W Seat Slider .A:Height and Width Adj. Arm .H:Hard Caster .TI:Titanium \$(3):Grade 3 Uph .SX:Moxie 05:Blueberry .TL:Titanium Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: HAT - 107	404.55	404.55
221	1.00 Each	HIWMRA--.Y1-.A-.H-.TI-\$(3)-.SX-05-.TL-.SB-.T IGN 2 MID-BACK REACTIV .Y1:Synchro-Tilt W Seat Slider .A:Height and Width Adj. Arm .H:Hard Caster .TI:Titanium \$(3):Grade 3 Uph .SX:Moxie 05:Blueberry .TL:Titanium Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: HAT - 107	404.55	404.55
222	16.00	HIWMRA--.Y1-.A-.H-.TI-\$(3)-.SX-05-.TL-.SB-.T	404.55	6,472.80



Final Proposal Hon Height Adjustable

Office Creations
 5250 Brook Hollow Parkway
 Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	13 of 19

	Each	IGN 2 MID-BACK REACTIV .Y1:Synchro-Tilt W Seat Slider .A:Height and Width Adj. Arm .H:Hard Caster .TI:Titanium \$(3):Grade 3 Uph .SX:Moxie 05:Blueberry .TL:Titanium Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: HAT - 107		
223	1.00 Each	HIWMRA--Y1-A-H-TI-(3)-SX-05-TL-SB-T IGN 2 MID-BACK REACTIV .Y1:Synchro-Tilt W Seat Slider .A:Height and Width Adj. Arm .H:Hard Caster .TI:Titanium \$(3):Grade 3 Uph .SX:Moxie 05:Blueberry .TL:Titanium Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: HAT - 107	404.55	404.55
224	1.00 Each	HIWMRA--Y1-A-S-TI-(3)-SX-05-TL-SB-T IGN 2 MID-BACK REACTIV .Y1:Synchro-Tilt W Seat Slider .A:Height and Width Adj. Arm .S:Black All-Surface Caster .TI:Titanium \$(3):Grade 3 Uph .SX:Moxie 05:Blueberry .TL:Titanium Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: HAT - 107A	422.82	422.82
225	1.00 Each	HIWMRA--Y1-A-S-TI-(3)-SX-05-TL-SB-T IGN 2 MID-BACK REACTIV .Y1:Synchro-Tilt W Seat Slider .A:Height and Width Adj. Arm .S:Black All-Surface Caster .TI:Titanium \$(3):Grade 3 Uph .SX:Moxie 05:Blueberry .TL:Titanium Adjustable Lumbar .SB:Standard Base .T:Black	422.82	422.82



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	14 of 19

		Tag: Tag TG: HAT - 107A		
226	3.00 Each	HF23C--.X101E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X101E:101E Tag: Tag TG: HAT - 108	22.49	67.47
227	8.00 Each	HES1548G--\$(P2)-.T1-.Q GLASS STACKER 15H X 48W \$(P2):P2 Paint Opts .T1:Platinum Metallic .Q:Clear Tag: Tag TG: HAT - 108	253.74	2,029.92
228	8.00 Each	HCTL241L--\$(P2)-.T1 LEFT-HAND CANTILEVER 24 IN D \$(P2):Select P2 Paint .T1:Platinum Metallic Tag: Tag TG: HAT - 108	22.86	182.88
229	8.00 Each	HCTL241R--\$(P2)-.T1 RIGHT-HAND CANTILEVER 24 IN D \$(P2):Select P2 Paint .T1:Platinum Metallic Tag: Tag TG: HAT - 108	22.86	182.88
230	4.00 Each	HEC80PLN--\$(P2)-.T1 80H L CONNECTOR POST \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	70.20	280.80
231	16.00 Each	HEC80PTN--\$(P2)-.T1 80H T CONNECTOR POST \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	67.94	1,087.04
232	3.00 Each	HEC80PXN--\$(P2)-.T1 80H X CONNECTOR POST \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	65.69	197.07
233	16.00 Each	HECST T CONNECTOR STRAP Tag: Tag TG: HAT - 108	9.66	154.56
234	3.00 Each	HECSX X CONNECTOR STRAP Tag: Tag TG: HAT - 108	11.27	33.81
235	16.00 Each	HECVH15P--\$(P2)-.T1 VARIABLE HEIGHT CONNECTOR KIT 15H \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	28.01	448.16
236	28.00	HEFEC80P--\$(P2)-.T1	34.13	955.64



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	15 of 19

	Each			
		PANEL FINISHED END COVERS 80H \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108		
237	32.00 Each	HES1530G--\$(P2)-.T1-.Q GLASS STACKER 15H X 30W \$(P2):P2 Paint Opts .T1:Platinum Metallic .Q:Clear Tag: Tag TG: HAT - 108	208.01	6,656.32
238	8.00 Each	HES1542G--\$(P2)-.T1-.Q GLASS STACKER 15H X 42W \$(P2):P2 Paint Opts .T1:Platinum Metallic .Q:Clear Tag: Tag TG: HAT - 108	236.35	1,890.80
239	3.00 Each	HF23C--.X102E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X102E:102E Tag: Tag TG: HAT - 108	22.49	67.47
240	16.00 Each	HESHRTA30--\$(P2)-.T1 5 5/8H X 13D X 30W SHELF \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	96.92	1,550.72
241	40.00 Each	HETC30--\$(P2)-.T1 PANEL TOP CAP 30W \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	26.40	1,056.00
242	8.00 Each	HETC42--\$(P2)-.T1 PANEL TOP CAP 42W \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	32.84	262.72
243	8.00 Each	HETC48--\$(P2)-.T1 PANEL TOP CAP 48W \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	35.42	283.36
244	12.00 Each	HETC60--\$(P2)-.T1 PANEL TOP CAP 60W \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	42.50	510.00
245	40.00 Each	HETP6530FP--\$(A)-.ECH-13-\$(P2)-.T1 TACKABLE PANEL W/O TC 65H X 30W \$(A):Grd A Fabric	171.95	6,878.00



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	16 of 19

		.ECH:Etch 13:Axis \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108		
246	8.00 Each	HETP6542FP--\$(A)-.ECH-13-\$(P2)-.T1 TACKABLE PANEL W/O TC 65H X 42W \$(A):Grd A Fabric .ECH:Etch 13:Axis \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	199.00	1,592.00
247	8.00 Each	HETP6548FP--\$(A)-.ECH-13-\$(P2)-.T1 TACKABLE PANEL W/O TC 65H X 48W \$(A):Grd A Fabric .ECH:Etch 13:Axis \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	207.05	1,656.40
248	12.00 Each	HETP6560FP--\$(A)-.ECH-13-\$(P2)-.T1 TACKABLE PANEL W/O TC 65H X 60W \$(A):Grd A Fabric .ECH:Etch 13:Axis \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	219.93	2,639.16
249	4.00 Each	HES1560G--\$(P2)-.T1-.Q GLASS STACKER 15H X 60W \$(P2):P2 Paint Opts .T1:Platinum Metallic .Q:Clear Tag: Tag TG: HAT - 108	288.51	1,154.04
250	3.00 Each	HF23C--.X103E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X103E:103E Tag: Tag TG: HAT - 108	22.49	67.47
251	3.00 Each	HF23C--.X104E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X104E:104E Tag: Tag TG: HAT - 108	22.49	67.47
252	16.00 Each	HWSB2--\$(P2)-.T1 WORKSURFACE BRACKET KIT \$(P2):P2 Paint Opts .T1:Platinum Metallic Tag: Tag TG: HAT - 108	21.25	340.00
253	3.00	HF23C--.X107E	22.49	67.47



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	17 of 19

	Each	LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X107E:107E Tag: Tag TG: HAT - 108			
254	3.00 Each	HF23C--.X108E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X108E:108E Tag: Tag TG: HAT - 108		22.49	67.47
255	3.00 Each	HF23C--.X109E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X109E:109E Tag: Tag TG: HAT - 108		22.49	67.47
256	3.00 Each	HF23C--.X110E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X110E:110E Tag: Tag TG: HAT - 108		22.49	67.47
257	3.00 Each	HF23C--.X111E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X111E:111E Tag: Tag TG: HAT - 108		22.49	67.47
258	3.00 Each	HF23C--.X112E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X112E:112E Tag: Tag TG: HAT - 108		22.49	67.47
259	3.00 Each	HF23C--.X113E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X113E:113E Tag: Tag TG: HAT - 108		22.49	67.47
260	3.00 Each	HF23C--.X114E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X114E:114E Tag: Tag TG: HAT - 108		22.49	67.47
261	3.00 Each	HF23C--.X115E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X115E:115E Tag: Tag TG: HAT - 108		22.49	67.47
262	3.00 Each	HF23C--.X116E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X116E:116E Tag: Tag TG: HAT - 108		22.49	67.47
263	4.00 Each	HH871160 ELECTRICAL PASS-THRU CABLE 60W 3-1 & 2-2 SYSTEMS Tag: Tag TG: HAT - 108		58.28	233.12
264	12.00 Each	HH871230 ELECTRICAL POWER HARNESS 30W 3-1 & 2-2 SYSTEMS Tag: Tag TG: HAT - 108		87.26	1,047.12
265	8.00 Each	HH871260 ELECTRICAL POWER HARNESS 60W 3-1 & 2-2 SYSTEMS Tag: Tag TG: HAT - 108		92.09	736.72



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	18 of 19

266	16.00 Each	HH871501--.TI DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS .TI:Titanium Tag: Tag TG: HAT - 108	18.68	298.88
267	16.00 Each	HH871502--.TI DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .TI:Titanium Tag: Tag TG: HAT - 108	18.68	298.88
268	16.00 Each	HH871503--.TI DUPLEX RECEPTACLE CIRCUIT 3 3-1 SYSTEM ONLY .TI:Titanium Tag: Tag TG: HAT - 108	18.68	298.88
269	4.00 Each	HH879072 BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS Tag: Tag TG: HAT - 108	97.57	390.28
270	16.00 Each	HHATM3S2LT--\$(P2)-.PR6-.X-.MEM MAX 3 STAGE 2 LEG T FOOT \$(P2):P2 Paint Opts .PR6:Silver .X:Standard Glide .MEM:Memory Preset Tag: Tag TG: HAT - 108	568.55	9,096.80
271	16.00 Each	HHATW2888CT--\$(L1STD)-.PINC-.PINC-.G1-T1-.P 88W X 28D RECT WORKSURFACE C/T BASE \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .G1:1 Grommet - Centered T1:Platinum .P:Black Tag: Tag TG: HAT - 108	286.58	4,585.28
272	16.00 Each	HJTRGH36--.P 36 CABLE MANAGEMENT TRAY - BLACK ONLY .P:Black Tag: Tag TG: HAT - 108	38.96	623.36
273	16.00 Each	HRVOH1560RM--\$(P2)-.T1-.X ABOUND RECEDING DOOR OVERHEAD 60W \$(P2):P2 Paint Opts .T1:Platinum Metallic .X:Omit Lock Tag: Tag TG: HAT - 108	557.38	8,918.08
274	20.00 Each	HSCKTPS--.X STRAIGHT CONNECTOR KIT .X:No Option Tag: Tag TG: HAT - 108	9.02	180.40
275	16.00 Each	HSLP283018FFM--.BX-.R-\$(P2)-.T1-\$(MATCH)-.NA-.X CONTAIN 28HX30WX18D 2H LATERAL PLINTH METAL FRONTS .BX:Recessed Plinth	490.52	7,848.32



Final Proposal Hon Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	19 of 19

		.R:Radius \$(P2):P2 Paint Opt .T1:Platinum Metallic \$(MATCH):Match Case .NA:Match Case .X:Omit Lock Tag: Tag TG: HAT - 108		
276	16.00 Each	HWR3060P--\$(L1STD)-.PINC-.PINC-.P SYSTEMS RECTANGULAR WORKSURFACE EDGE BAND 30D X 60W \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle .P:Black Tag: Tag TG: HAT - 108	215.10	3,441.60
277	3.00 Each	HF23C--.X106E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X106E:106E Tag: Tag TG: HAT - 108	22.49	67.47
278	3.00 Each	HF23C--.X105E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X105E:105E Tag: Tag TG: HAT - 108	22.49	67.47
			Total Product :	\$133,661.14
			Order Sub-Total :	\$133,661.14
			TOTAL ORDER :	\$133,661.14

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Signature: _____ Name: _____ Title: _____ Date: _____



Final Proposal OFS Height Adjustable

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	1 of 2

T Gwinnett County Police Dept.
O 770 HI-HOPE RD
LAWRENCEVILLE, GA 30043

ATTN: Tom Cook - 770-822-8730

I HDU & SWAT
N 854 Winder Hwy
S Lawrenceville, GA 30045
T
A
L ATTN: Tom Cook
L Phone: 770-822-8730
Email: Thomas.Cook@gwinnettcountry.com

Prepared for : Kelly Fleming

Group	Quantity	Description	Unit Price	Extended Amount
D&I OFS	1.0	PRICED DELIVERED & INSTALLED Remit To: OFS BRANDS c/o Office Creations 1204 East 6th Street Huntingburg, IN 47542 Phone: 800.521-.5381 DEALER OF RECORD Office Creations, Inc. 5250 Brook Hollow Parkway Norcross, GA 30071 SWC Contract #: 99999-001-SPD0000198-0036 People Soft # 211198	8,034.54	8,034.54

Line	Quantity	Description	Unit Price	Extended Amount
141	2.00 Each	NS5-1066404--~TFL-W-7992-38-EY-Era-SNCK-NL Impulse Credenza 71"W X 20"D X 35.5"H Standard Size ----- Special feature: laminate. ~TFL-W:TFL Wood Grain 7992-38:Wilsonart Pinnacle EY:Square Era:Era SNCK:Satin Nckel NL:No Lock - Standard Tag: Tag TG: HAT - 103 Tag GC: NS5-1066404 Tag T3: 119 - K-9 OPEN OFFICE Tag T4: 119 - K-9 OPEN OFFICE	4,017.27	8,034.54

Total Product : \$8,034.54



**Final Proposal OFS
Height Adjustable**

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	2 of 2

Order Sub-Total : \$8,034.54

TOTAL ORDER : \$8,034.54

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Signature: _____ Name: _____ Title: _____ Date: _____



Final Proposal Special T

Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	1 of 2

T Gwinnett County Police Dept.
O 770 HI-HOPE RD
LAWRENCEVILLE, GA 30043

ATTN: Tom Cook - 770-822-8730

I HDU & SWAT
N 854 Winder Hwy
S Lawrenceville, GA 30045
T
A
L ATTN: Tom Cook
L Phone: 770-822-8730
Email: Thomas.Cook@gwinnettcountry.com

Prepared for : Kelly Fleming

Group	Quantity	Description	Unit Price	Extended Amount
D&I Special-T	1.0	PRICED DELIVERED & INSTALLED Remit to: Special-T, LLC c/o OFFICE CREATIONSr 11820 Wills Road, Suite 140 Alpharetta, GA 30009-2056 Tel: 888-705-0777 / 678-879-0777 orders@specialt.net DEALER OF RECORD Office Creations, Inc. 5250 Brook Hollow Parkway Norcross, GA 30071 SWC Contract # 99999-001-SPD0000198-0070 People Soft #	1,388.88	1,388.88

Line	Quantity	Description	Unit Price	Extended Amount
132	2.00 Each	SIENX-4242 Sienna-X Breakroom/Hospitality Table, 42" x 42", Square Table Shape: Square Table Size: 42"D x 42"W Colors: HPL - High Pressure Laminate Laminate Types: Other Colors: WILSONART Other Laminate: Pinnacle Walnut: 7992-38 Other Edge Color: Best Match Edge: Standard Edge Edge Profile: 3mm Vinyl Edge Table Height: Standard Height - 29" Base Colors: Metallic Silver (QuickShip) Tag: Tag TG: HAT - 109 Tag T3: 111 - BREAK Tag T4: 111 - BREAK	694.44	1,388.88

Total Product : \$1,388.88
Order Sub-Total : \$1,388.88
TOTAL ORDER : \$1,388.88



**Final Proposal
Special T**

**Office Creations
5250 Brook Hollow Parkway
Norcross, GA 30071**

Order Number	33850
Date	07/11/2024
Customer PO No	
Customer Name	Gwinnett County Police Dept.
Salesperson	Kelly Fleming
Project Number	
Terms	NET 10
Page	2 of 2

Signature: _____ **Name:** _____ **Title:** _____ **Date:** _____

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240703	20230731		
Department:	Support Services	Date Submitted:	07/11/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing - Brandi Cantie - AM	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew BL066-20, purchase of various public safety vehicles on annual contract (September 2, 2024 through September 1, 2025), with Akins Ford, LLC; Family Ford, Inc.; and Hardy Chevrolet Buick GMC, Inc., base bid \$27,251,000.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	rgadderley (7/18/2024)		
Attorney	jennyscarter (7/26/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Vehicle	*	\$27,251,000	mbwoods (7/26/2024)
Finance Comments	*Amount available in various capital projects. For FY2024, \$7,949,000 is allocated. For FY2025, \$19,302,000 is subject to budget approval.			FinDir's Initials bjalexzulia (7/26/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
		Vote

SUMMARY –BL066-20
Purchase of Various Public Safety Vehicles on an Annual Contract

PURPOSE:	Provide new and replacement vehicles for the Sheriff’s Office and the Departments of Police and Fire & Emergency Services.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$27,251,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$19,952,500.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$7,679,790.49
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option four (4) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	September 2, 2024 through September 1, 2025

COMMENTS:



MEMORANDUM

TO: Alexis Mckennery
Purchasing Associate II

FROM: Ron Adderley *hu*
Acting Director

SUBJECT: Recommendation to Renew BL066-20—Purchase of Various Public Safety Vehicles on an Annual Contract

DATE: May 9, 2024

REQUESTED ACTION

The Department of Support Services recommends renewal of the above referenced contract, in the amount of \$27,251,000.00, with Family Ford, Inc.; Hardy Chevrolet Buick GMC, Inc.; and Akins Ford, LLC.

DESCRIPTION

This is the fourth of four renewal options for the procurement and replacement of various public safety vehicles for the Sheriff's Office, Police Department, and Fire and Emergency Services.

FINANCIAL

1. Estimated amount to be spent: \$27,251,000.00
2. Projected amount to be spent previous contract period: \$7,679,790.49 (09/02/2023 – 09/01/2024)
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ___
5. Contact Name: Brinston Williams Contact Phone: 678.442.3303

6. Proposed Funding:

Fiscal Year	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	305	213000		50805000	E-0139-01-4-04	\$ 5,250,000.00	19%
2024	305	215000		50805000	E-0143-01-4-04	\$ 499,000.00	2%
2024	305	219000		50805000	E-0148-01-4-04	\$ 2,200,000.00	8%
2025	305	213000		50805000	E-0139-01-4-04	\$ 14,552,000.00	53%
2025	305	215000		50805000	E-0143-01-4-04	\$ 1,250,000.00	5%
2025	305	219000		50805000	E-0148-01-4-04	\$ 3,500,000.00	13%
Total						\$ 27,251,000.00	100%

Transfer Required: Yes ___ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240704	20230505		
Department:	Support Services	Date Submitted:	07/11/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing - Brandi Cantie - AM	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing		
No			
to renew BL067-21, HVAC system maintenance services at various County facilities on an annual contract (October 1, 2024 through September 30, 2025), with United Maintenance, Inc., base bid \$728,636.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	rgadderley (7/15/2024)		
Attorney	jennyscarter (7/22/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Operating	*	\$728,636	mbwoods (7/22/2024)
Finance Comments	*The current balance in Industrial R&M-Contracted is checked as services are provided. For FY2024, \$178,953 is allocated. For FY2025, \$549,683 is subject to budget approval.			FinDir's Initials
				bjalexzulia (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held?
Working Session:	<input type="text"/>	<input type="checkbox"/>
Action:	<input type="text" value="New Item"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	
Vote:	<input type="text"/>	


SUMMARY –BL067-21
HVAC System Maintenance Services at Various County Facilities
on an Annual Contract

PURPOSE:	Preventative maintenance and on-call repairs for HVAC units and equipment.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$728,636.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$684,850.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$684,850.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	2% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option three (3) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	October 1, 2024 through September 30, 2025



MEMORANDUM

TO: Alexis Holland
Purchasing Associate II

FROM: Ron Adderley 
Acting Director

SUBJECT: Recommendation to Renew BL067-21—HVAC System Maintenance Services at Various County Facilities on an Annual Contract

DATE: April 30, 2024

REQUESTED ACTION

The Department of Support Services recommends renewal of the above referenced contract with United Maintenance, Inc., in the amount of \$728,636.00.

DESCRIPTION

This contract is for the HVAC System Maintenance Services at Various County Facilities maintained by the Department of Support Services. This is the third of four renewal options.

FINANCIAL

1. Estimated amount to be spent: \$728,636.00
2. Projected amount to be spent previous contract period: \$684,850.00 (10/01/23 - 09/30/24)
3. Do total obligations agree with "Action Requested"? X No
4. Budgeted: X No
5. Contact Name: Brian Greene Contact Phone: 770.822.8967

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	665	160000	16600050	50404227		\$ 127,948.48	17.56%
2024	001	117000	25170002	50404227		\$ 33,808.71	4.64%
2024	610	107000	16040001	50404227		\$ 8,233.59	1.13%
2024	520	109000	17070001	50404227		\$ 4,736.13	0.65%
2024	001	127000	36000065	50404227		\$ 4,226.09	0.58%
2025	665	160000	16600050	50404227		\$ 392,880.53	53.92%
2025	001	117000	25170002	50404227		\$ 106,818.04	14.66%
2025	610	107000	16040001	50404227		\$ 19,454.58	2.67%
2025	520	109000	17070001	50404227		\$ 14,645.58	2.01%
2025	001	127000	36000065	50404227		\$ 15,884.27	2.18%
Total						\$ 728,636.00	100%

Transfer Required: Yes ___ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240648	20240398		
Department:	Transportation	Date Submitted:	06/25/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	btheodros	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>to execute the Project Framework Agreement with the Georgia Department of Transportation (GDOT) for the engineering of the I-985 and Thompson Mill Road Interchange project. GDOT will administer a \$2,000,000.00 contribution from the Atlanta Regional Commission and the County will allocate a required local match of \$500,000.00. Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification Letter, Proposed Contract, Action List		
Authorization:	Chairwoman's Signature?	<input type="checkbox"/> Yes	
Staff Recommendation	Approval		
BAC Action:			
Department Head	lcooksey (6/27/2024)		
Attorney	tllettsome (7/29/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	2023 SPLOST - Grant	*	\$2,000,000	mbwoods (7/29/2024)
Yes	2023 SPLOST	**	\$500,000	
Finance Comments	*Grant budget will be established upon approval and execution of agreement; adjust revenue and appropriations as necessary. **Amount available in Thompson Mill Road at I-985 project.			FinDir's Initials bjalexzuliaan (7/29/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; height: 100px; display: flex; align-items: center; justify-content: center;"> No Action Taken </div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	



MEMORANDUM

TO: Chairwoman
District Commissioners

FROM: Lewis Cooksey, P.E., Director *LC*
Department of Transportation

SUBJECT: **Project Framework Agreement between the Georgia Department of Transportation and Gwinnett County I-985 and Thompson Mill Road Interchange**

DATE: July 19, 2024

ITEM OF BUSINESS

Approval/authorization to execute the Project Framework Agreement with the Georgia Department of Transportation (GDOT) for the engineering of the I-985 and Thompson Mill Road Interchange project. GDOT will administer a \$2,000,000.00 contribution from the Atlanta Regional Commission and the County will allocate a required local match of \$500,000.00. Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

This agreement specifies procedures that the County will be required to follow during the engineering phase for this project since funds for this phase include Federal Aid. The project consists of the construction of an interchange on I-985 at Thompson Mill Road.

The County matching funds are provided by the 2023 Special Purpose Local Option Sales Tax program. This project is located within Commission District 4/Holtkamp.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7428.

**ACTION REQUESTED – GEORGIA DEPARTMENT OF TRANSPORTATION
FOR APPROVAL BY THE BOARD OF COMMISSIONERS
(August 06, 2024) (GCID 2024-0648)**

1. Acceptance of grant awards from the **GEORGIA DEPARTMENT OF TRANSPORTATION**; authorization for Chairwoman to appoint and designate the Director of Financial Services (or his/her designee) to sign all necessary grant documents, and related forms designating persons authorized to request disbursement of grant funds from **GEORGIA DEPARTMENT OF TRANSPORTATION** to Gwinnett County.
2. Authorization for Chairwoman to appoint and designate the Director of Financial Services (or his/her designee) to sign all necessary grant documents with **GEORGIA DEPARTMENT OF TRANSPORTATION** municipalities, nonprofit agencies, County agencies, federal and state agencies, subrecipient, program participants and financial institutions, etc. for project implementation, as specified by the **GEORGIA DEPARTMENT OF TRANSPORTATION**, subject to approval as to form by the Law Department.
3. Authorization for Chairwoman to appoint and designate the Director of Financial Services (or his/her designee) to accept any amendments to the initial award, including closure of award after receipt of final payment, as assigned by **GEORGIA DEPARTMENT OF TRANSPORTATION** and to designate County staff to adjust appropriations and revenue budgets, as necessary.
4. Authorization for Chairwoman to appoint and designate the Director of Financial Services (or his/her designee) to approve and submit financial reports.
5. Authorization for Chairwoman to designate County staff to procure goods and services as delegated in the approved Purchasing Ordinance.
6. Authorization for Chairwoman to appoint and designate the Director of Financial Services to serve as the “Official Representative” of Gwinnett County with the **GEORGIA DEPARTMENT OF TRANSPORTATION**.

**PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
GWINNETT COUNTY, GEORGIA
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

- CFDA # 20.205 - Highway Planning and Construction Cluster
 CFDA # 20.219 - Recreational Trails Program

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the GWINNETT COUNTY, GEORGIA, hereinafter called "SPONSOR" (the "Agreement"). The DEPARTMENT and the SPONSOR may sometimes be referred to individually as the "PARTY" and collectively as the "PARTIES".

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit A, attached and incorporated herein by reference, identified as PI # 0019637 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

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

1. The SPONSOR has applied for and received "Qualification Certification" to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the SPONSOR (current expiration date: 6/30/2024) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT'S current versions of Local Administered Project Manual, the DEPARTMENT's Plan Development Process (hereinafter referred to as "PDP"), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as "PE", as specified in Exhibit A. SPONSOR shall contribute to the PROJECT by funding those PROJECT costs as set out in Exhibit A.

3. The funding portion as identified in Exhibit A of this Agreement only applies to the PE. Further, the SPONSOR shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the SPONSOR without concurrence by the Federal Highway Administration (FHWA).

4. The SPONSOR shall accomplish the PE activities in accordance with and pursuant to the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

5. The primary consultant firm or subconsultants hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the SPONSOR with a list of prequalified consultant firms in the appropriate area-classes. If there is federal-aid highway program funding participation, the SPONSOR shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172 and the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there is no federal-aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

6. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT let and/or State Route (On-System) projects; the SPONSOR shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT. If the SPONSOR is shown to let the construction per an approved Local Let Approval Form (LLAF) on off-system routes, the SPONSOR shall be responsible for all railroad coordination and shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT.

7. The DEPARTMENT reserves the right to review and approve all aspects of the PROJECT provided, however, this review and approval authority does not relieve the SPONSOR of its responsibilities under the terms of this Agreement.

8. The SPONSOR agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, notes, and any other data, materials, and deliverables (for purposes of this Section 8, the "Documents and Data") prepared by or for SPONSOR under the terms of this Agreement shall become the exclusive property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. The SPONSOR shall deliver a printed hardcopy with an electronic copy of the Documents and Data to the DEPARTMENT upon request, but no later than the advertisement of the PROJECT for letting. The hardcopy of the Documents and Data shall be organized, indexed, and bound, and the electronic copy shall be delivered in a compatible format as instructed by the DEPARTMENT. In the event the PROJECT is not being let by the DEPARTMENT, the DEPARTMENT shall have the right to use the Documents and Data without restriction or limitation and without compensation to the SPONSOR.

9. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors, omissions or deficiencies within 30 days of notification shall cause the SPONSOR to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement.

10. INSURANCE. The SPONSOR shall provide insurance under this Agreement as follows:

a. It is understood that the SPONSOR (*select the applicable statement*):

shall obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

is self-insured.

Prior to beginning the work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 10 of the Agreement.

b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:

- a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

iii. Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.

c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

d. The insurance certificate must provide the following:

- i. Name, address, signature and telephone number of authorized agents.
- ii. Name and address of insured.
- iii. Name of Insurance Company.
- iv. Description of coverage in standard terminology.
- v. Policy number, policy period and limits of liability.
- vi. Name and address of DEPARTMENT as certificate holder.
- vii. Thirty (30) day notice of cancellation.
- viii. Details of any special policy exclusions.

e. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to insurance.

f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services

Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

11. EXHIBITS & ATTACHMENTS. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – TIP/STIP Insert

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Sexual Harassment Prevention Policy Compliance

APPENDIX C – Certification of Sponsor, Drug Free Workplace

APPENDIX D – Certification of Compliance with State Audit Requirement

APPENDIX E – Title VI Certification and Acknowledgement Form

12. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of SPONSOR, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix C of this Agreement.

c. SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, the undersigned certifies on behalf of SPONSOR under penalty of law that SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

e. SPONSOR hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, SPONSOR and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix A.

g. SPONSOR hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 et seq.). SPONSOR further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. The SPONSOR acknowledges and agrees that the SPONSOR shall require its contractors and subcontractors to comply with the "Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy," as stated in Appendix B of this Agreement.

i. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

13. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the SPONSOR's representatives may be changed during the term of this Agreement by written notification to the other PARTY. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT

Name: Kimberly W. Nesbitt
Title: State Program Delivery Administrator
600 West Peachtree Street, NW,
25th Floor
Atlanta, Georgia 30308
Telephone#: (404) 631-1575
E-mail: knesbitt@dot.ga.gov

SPONSOR

Name: Veronica Finol
Title: Project Manager
446 West Crogan St,
Suite 410
Lawrenceville GA. 30046
Telephone#: (770)-822-7485
Email: Veronica.Finol@gwinnettcountry.com

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the PARTY, as identified by the PARTY.

14. COST ESTIMATE. SPONSOR shall provide GDOT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on GDOT's prequalified consultant for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must comply with and meet the documentation and experience requirements as set forth more fully in <https://www.dot.ga.gov/GDOT/pages/rightofway.aspx>. SPONSOR is advised that the C-9 discipline and all other applicable prequalification must be current prior to the commencement of this work and throughout the term of the Agreement.

15. MISCELLANEOUS.

a. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment is properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.

a. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

b. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.

c. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

d. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.

e. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.

f. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

g. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

h. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

i. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY had a significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.

j. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.

g. Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. .

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said PARTIES have hereunto set their hands and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

GWINNETT COUNTY, GEORGIA

By: _____ (Seal)
Commissioner

By _____ (Seal)
Chairwoman
Name: _____

Attest:

Signed, sealed and delivered this _____,
in the presence of:

Treasurer

Notary Public (Notary Seal)
Name: _____
Title: _____

This Agreement, approved by
GWINNETT COUNTY BOARD OF COMMISSIONERS,
on _____ (date)

Attest:

Name and Title

Federal Employer Identification
Number:

Approved as to Form:

Senior Assistant County Attorney

**EXHIBIT A
STIP/TIP**

Atlanta Region's Plan MTP (2024) FY 2024-2027 Transportation Improvement Program - Sorted by ARC Project Number

GW-440	I-985 - NEW INTERCHANGE	Jurisdiction	Gwinnett County	Existing	Planned	Length (mi.)	Network Year
0019637	AT AT THOMPSON MILL ROAD	Sponsor	Gwinnett County	0	2	2	2030
Programmed		Service Type	Roadway / Interchange Capacity	Analysis			LCI <input type="checkbox"/>
				In the Region's Air Quality Conformity Analysis			Flex <input type="checkbox"/>

Status	Year	Fund Type	Federal	State	Local	Bonds	Total
PE	2025	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$2,500,000	\$0,000	\$2,500,000
PE	2025	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	\$2,000,000	\$0,000	\$500,000	\$0,000	\$2,500,000
ROW	2027	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$4,890,100	\$0,000	\$4,890,100
UTL	2028	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$1,941,300	\$0,000	\$1,941,300
CST	2028	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$25,479,600	\$0,000	\$25,479,600
			\$2,000,000	\$0,000	\$35,311,000	\$0,000	\$37,311,000

THIS REFLECTS THE CURRENT TIP/STIP AS OF THE EXECUTION OF THIS PFA. ANY MODIFICATION TO THE PE PHASES WILL TRIGGER A SUPPLEMENTAL PFA. ANY MODIFICATIONS TO THE ROW, UTL or CST PHASES WILL BE ADDRESSED WITH SUBSEQUENT AGREEMENTS.

APPENDIX A

Georgia Security and Immigration Compliance Act Affidavit



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	PI 0019637, I-985 - NEW INTERCHANGE AT THOMPSON MILL RD
Sponsor Name:	GWINNETT COUNTY
Sponsor Address:	75 LANGLEY DRIVE LAWRENCEVILLE, GA. 30046

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

43321
 Federal Work Authorization User Identification Number
 (EEV/E-Verify Company Identification Number)

May 1, 2007
 Date of Authorization

 Name of Sponsor/

I hereby declare under penalty of perjury that the foregoing is true and correct

 Printed Name (of Authorized Officer or Agent)

 Title (of Authorized Officer or Agent)

 Signature (of Authorized Officer or Agent)

 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

 Notary Public

My Commission Expires: _____

[NOTARY SEAL]

APPENDIX B

SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resourcesadministration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexualharassment-prevention-policy>;
- b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hrprofessionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
- c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- a. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>
- b. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexualharassment-prevention/hrprofessionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

**APPENDIX C
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a duly authorized representative of _____ whose address is _____ and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for SPONSOR's employees during the performance of the contract; and
3. Each subcontractor hired by SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

Name: _____

Title: _____

**APPENDIX D
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of _____ whose address is _____, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of SPONSOR having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of SPONSOR for each fiscal year of SPONSOR.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of SPONSOR. Those units of SPONSOR not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date

Signature

Name: _____

Title: _____

APPENDIX E

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by the SPONSOR official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

The _____ assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The _____ assures that every effort will be made to ensure non discrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

Official Name and Title

Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4;42 USC 4601to 4655;23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The
1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing
Regulations (49 CFR 21& 23 CFR 200) Executive Order 12898 on
Environmental Justice (EJ) Executive Order 13166 on Limited
English Proficiency (LEP)

**NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR, [GWINNETT COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. **Compliance with Regulations**
The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**
The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports**
The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**
In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
 - and/or b. Cancellation, termination, or suspension of the contact, in whole or in part.
6. **Incorporation of Provisions**
The SPONSOR shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240398	20240648		
Department:	Transportation	Date Submitted:	04/11/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – KI	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> Yes		
<p>RP003-24, provision of engineering design services and construction document development for the I-985 and Thompson Mill Road interchange, to Thomas & Hutton Engineering Co., amount not to exceed \$4,250,035.00. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded 53% by various SPLOST funds and 47% by the Georgia Department of Transportation.</p>			
Attachments	Summary Sheet, Justification Letter, Score Tabulation, Cost Tabulation		
Authorization:	Chairwoman's Signature?	<input type="checkbox"/> Yes	
Staff Recommendation	Award		
BAC Action:			
Department Head	lcooksey (7/22/2024)		
Attorney	tlettosome (8/1/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	2023 SPLOST-Grant	*	\$2,000,000	mbwoods (8/1/2024)
Yes	2023 SPLOST	**	\$1,750,035	
Yes	2017 SPLOST	**	\$500,000	
Finance Comments	<p>* Grant budget will be established pending approval of GCID 20240648. **Amount available in Thompson Mill at I-985 and Planning Efforts at Major Crossing projects.</p>			FinDir's Initials bjalexzulian (8/1/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; height: 100px; width: 100%; display: flex; align-items: center; justify-content: center;"> No Action Taken </div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – RP003-24**Provision of Engineering Design Services and Construction Document Development for the I-985 and Thompson Mill Road Interchange**

PURPOSE:	This contract is for the provision of engineering design services and construction document development for the I-985 and Thompson Mill Road Interchange. These services include the design and development of construction documents, from concept to final design. This project will provide operational and safety improvements to the area.
LOCATION:	Department of Transportation
AMOUNT TO BE SPENT:	\$4,250,035.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,584 153 website viewings
NUMBER OF RESPONSES:	10
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 20
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	Approximately 48 months from issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Michael Milstein, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Lewis Cooksey, P.E., Director *LC*
Department of Transportation

FROM: Erica Brizzee, P.E., Deputy Director *ECB*
Department of Transportation

SUBJECT: Recommendation to Award RP003-24
Provision of Engineering Design Services and Construction Document Development for
the I-985 and Thompson Mill Road Interchange

DATE: June 15, 2024

REQUESTED ACTION

Award RP003-24, Provision of Engineering Design Services and Construction Document Development for the I-985 and Thompson Mill Road Interchange to Thomas & Hutton Engineering Co., in the amount of \$4,250,035.00. Contract to follow award. Subject to approval as to form by the Law Department.

DESCRIPTION

A request for proposal (RFP) was issued for the provision of engineering design services and construction document development for the I-985 and Thompson Mill Road Interchange. These services include the design and development of construction documents, from concept to final design. This project will enhance the overall transportation system in this region by providing safe, convenient, and efficient access to I-985. Ten proposals were received in response to the RFP and Thomas & Hutton Engineering Co. scored the highest based on criteria set forth in the RFP document.

References checked? X Yes No

FINANCIAL

1. Estimated amount to be spent: \$4,250,035.00
2. Do total obligations agree with "Action Requested"? Yes X No _____
3. Budgeted: Yes _____ No X
4. Contact name: Tamecia Banks Contact phone: 770.822.7139

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	321G	209000		50802000	F-1490-01-2-02-2	\$2,000,000.00	47.0%
2024	321	209000		50802000	F-1490-01-2-02	\$1,750,035.00	41.2%
2024	320	209000		50802000	F-1277-07-2-02-2	\$500,000.00	11.8%
					Total	\$4,250,035.00	100%

SCORE TABULATION

RP003-24
 Provision of Engineering Design Services and Construction Document Development for the I-985 and Thompson Mill Road Interchange
 Department of Transportation

			AECOM Technical Services, Inc. (OC)	Gresham Smith (L)	HNTB Corporation (OC)	Infrastructure Consulting & Engineering, PLLC (L)	Jacobs Engineering Group, Inc. (OC)	Kimley-Horn & Associates, Inc. (OC)	Michael Baker International, Inc. (L)	Precision Planning, Inc. (L)	R.K. Shah & Associates, Inc. (L)	Thomas & Hutton Engineering Co. (L)	
ITEM #	CRITERIA	POINTS ALLOCATED	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	
1	Experience of the firm or team proposed to work on this project as they relate to projects of a similar nature and scope of work	20	18.00	18.50	17.25	17.25	19.25	17.75	17.75	17.25	17.50	18.50	
2	Qualifications, experience, and availability of proposed key personnel as they relate to projects of a similar nature and scope of work	25	23.50	22.25	22.75	21.50	22.50	24.25	23.00	19.50	22.00	22.50	
3	Complete schedule, including design and permitting of the project	10	7.00	7.00	8.00	6.50	8.25	6.25	6.00	9.25	9.00	9.25	
4	The consultant's understanding of the variety and progression of work tasks from concept through final design, as explained in its project approach	40	36.00	37.50	35.75	30.50	34.25	39.00	35.50	32.50	38.00	37.50	
5	References	5	5.00	3.00	5.00	5.00	5.00	5.00	5.00	3.00	5.00	5.00	
SUB-TOTAL		100	89.50	88.25	88.75	80.75	89.25	92.25	87.25	81.50	91.50	92.75	
6	Interview/Demonstration	20						18.00				16.00	19.00
TOTAL		120	89.50	88.25	88.75	80.75	89.25	110.25	87.25	81.50	107.50	111.75	

Recommended Vendor:
 Thomas & Hutton Engineering Co.
 Attn: James Collins
 5074 Bristol Industrial Way, Suite A
 Buford, GA 30518
 Phone: 770-271-2868
garrison.j@tandh.com

RP003-24

**Provision of Engineering Design Services and Construction Document Development for the I-985 and Thompson Mill Road Interchange
Department of Transportation**

		Thomas & Hutton Engineering Co. (L)		
Item #	Description	Number of Hours	Hourly Rates	Total
1	Principal-In-Charge	344	\$280.00	\$96,320.00
2	Project Manager	2,849	\$255.00	\$726,495.00
3	Engineer, Senior	4,794	\$220.00	\$1,054,680.00
4	Engineer	5,311	\$185.00	\$982,535.00
5	Engineer, Associate	251	\$175.00	\$43,925.00
6	Technician	590	\$165.00	\$97,350.00
7	CADD Technician	180	\$125.00	\$22,500.00
8	Administrative Support	133	\$105.00	\$13,965.00
9	Landscape Architect, Senior	0	\$255.00	\$0.00
10	Landscape Architect	0	\$200.00	\$0.00
11	Surveyor, Principal	32	\$255.00	\$8,160.00
12	Surveyor, Senior	150	\$200.00	\$30,000.00
13	Surveyor, Project	8	\$185.00	\$1,480.00
14	Survey Crew	124	\$205.00	\$25,420.00
15	Aerial Survey	52	\$550.00	\$28,600.00
16	Mobile Scanner	0	\$750.00	\$0.00
17	SUE Crew	225	\$275.00	\$61,875.00
18	Vacuum Excavation Crew	323	\$310.00	\$100,130.00
19	Planner, Principal	152	\$275.00	\$41,800.00
20	Geotechnical Engineer, Senior	89	\$235.00	\$20,915.00
21	Geotechnical Engineer	407	\$140.00	\$56,980.00
22	Geotechnical Field Crew	246	\$175.00	\$43,050.00
23	Planner, Senior	250	\$300.00	\$75,000.00
24	Planner	1,285	\$150.00	\$192,750.00
25	Scientist, Principal	395	\$240.00	\$94,800.00
26	Scientist, Senior	863	\$210.00	\$181,230.00
27	Scientist	1,110	\$175.00	\$194,250.00
28	Scientist, Associate	385	\$145.00	\$55,825.00
Total Project Cost		\$4,250,035.00		

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240696			
Department:	Transportation	Date Submitted:	07/10/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – BB	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>RP013-24, provision of transit demand professional services on an annual contract (August 17, 2024 through August 16, 2025), per the attached tabulation, base amount \$1,300,000.00. Contracts to follow award. Subject to approval as to form by the Law Department. This project is funded 35% by the Federal Transit Administration.</p>			
Attachments	Summary Sheet, Justification Letter, Score Tabulation, Cost Tabulation		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Award		
BAC Action:	Gwinnett Transit Advisory Board Approved on July 10, 2024, Vote 4-0.		
Department Head	lcooksey (7/18/2024)		
Attorney	jennyscarter (7/31/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Transit Op	*	\$650,000	mbwoods (7/31/2024)
Yes	Grant	**	\$450,000	
Yes	Transit R&E	*	\$200,000	
Finance Comments	<p>*The current balance in Professional Services and I-985 Park and Ride Rehabilitation project is checked as services are provided. The requested allocation is an estimate based on the recommended base bid. For FY2024 \$500,000 is allocated and for FY2025 \$350,000 is subject to budget approval. ** Amount available in the Lawrenceville Area Transit Hub project.</p>			FinDir's Initials bjalexzulian (7/30/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p style="text-align: center;">No Action Taken</p> </div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
		Vote

SUMMARY – RP013-24
Provision of Transit Demand Professional Services on an Annual Contract

PURPOSE:	This demand contract will allow the selected firms to provide consultation services and assist County staff in designing and managing transit improvement projects. It will also allow the firms to provide technical expertise and support to the transit staff.
LOCATION:	Department of Transportation
AMOUNT TO BE SPENT:	\$1,300,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$350,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$416,448.93
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	An accurate increase/decrease cannot be obtained due to restructuring of the contract.
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	2,398 367 website viewings
NUMBER OF RESPONSES:	16 1 withdrew*
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 30
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 17, 2024 through August 16, 2025

COMMENTS: Section E was rejected and will be resolicited at a future date.

*One vendor withdrew their proposal due to their inability to remove contract exceptions.



MEMORANDUM

TO: Brittany Bryant, CPPB Purchasing Associate III
Purchasing Division, DOFS

THROUGH: Lewis Cooksey, P.E., Director *LC*
Department of Transportation

FROM: China Thomas, Transit Planning & Capital Projects Director *CT*
Department of Transportation

SUBJECT: **Recommendation to Award RP013-24
Provision of Transit Demand Professional Services on an Annual Contract**

DATE: July 9, 2024

ITEM OF BUSINESS

The Department of Transportation recommends award of the above referenced procurement to various firms in six (6) categories, per the bid tabulation, base amount \$1,300,000.00. The transit professional services provided under this contract are funded by the Transit Operating and Capital funds.

BACKGROUND AND DISCUSSION

This demand contract will allow the selected firms to provide consultation services and assist the County in designing and managing transit improvement projects. It will also allow the firms to provide technical expertise and support. The six (6) categories are listed below.

- A. Transit Services, Corridor and Facilities Planning Services
- B. Architectural/Engineering Services for Transit Development Projects
- C. Public Education, Engagement and Marketing
- D. Safety and Security Planning, Audit, and Implementation
- F. Administrative Services
- G. Grants Management/ General Support

Category E (Fleet Audit and Maintenance Support Services) has been rejected in its entirety and will be resolicited at a future date.

This contract has four (4) options to renew.

References checked? Yes No

FINANCIAL

1. Estimated amount to be spent: \$1,300,000.00
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact name: China Thomas Contact phone: 770-822-7420
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	515	109006	17060001	50401201		\$100,000.00	7.7%
2024	515	109006	17060002	50401201		\$200,000.00	15.4%
2024	516	209000		50401201	F-1342-01-2-02	\$200,000.00	15.4%
2024	516G	209000		50401201	F-1338-01-2-02-2	\$450,000.00	34.6%
2025	515	109006	17060001	50401201		\$250,000.00	19.2%
2025	515	109006	17060002	50401201		\$100,000.00	7.7%
Total						\$1,300,000.00	100%

Transfer Required: Yes No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240705			
Department:	Transportation	Date Submitted:	07/12/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	tlbanks	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	No
Item of Business:	Locked by Purchasing		No
<p>for the Chairwoman to execute Change Order No. 2 with the City of Norcross regarding the jointly funded 2014 SPLOST City-Managed Project. This change order will create a new City-Managed Subproject for the remaining funds to be utilized. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification Memo and Change Order 2		
Authorization: Chairwoman's Signature?	Yes		
Staff Recommendation	Approval		
BAC Action:			
Department Head	lcooksey (7/15/2024)		
Attorney	tllettsome (7/23/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2014 SPLOST	*\$640,783	**\$562,003	mbwoods (7/23/2024)
Finance Comments	*Amount available in City of Norcross project. **City-Managed portion. No funding change required.			FinDir's Initials
				bjallexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	New Item	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
		Vote



MEMORANDUM

TO: Chairwoman
District Commissioners

FROM: Lewis Cooksey, P.E., Director *LC*
Department of Transportation

SUBJECT: **Change Order No. 2 between Gwinnett County and City of Norcross regarding jointly funded 2014 SPLOST City-Managed Project**

DATE: July 9, 2024

ITEM OF BUSINESS

Approval/authorization for the Chairwoman to execute Change Order No. 2 with the City of Norcross regarding the jointly funded 2014 SPLOST City-Managed Project. This change order will create a new City-Managed Subproject for the remaining funds to be utilized. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

The original agreement with the City of Norcross regarding jointly funded 2014 SPLOST City-Managed Projects included the Beaver Ruin Road Multi-use trail from US 23/SR 13/Buford Highway to Indian Trail Road project. Change Order No. 1 reduced the County's contribution to the Beaver Ruin Road Multi-use trail from US 23/SR 13/Buford Highway project by \$30,895.42. Change Order No. 2 will create a new City-Managed Subproject for the resurfacing of streets located within the City of Norcross. The County's total contribution to the 2014 SPLOST City-Managed Project will not change. These projects are funded by the 2014 SPLOST Program and the City of Norcross. The Department recommends approval of this change order.

The project lies within District 1/Carden.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7428.

CHANGE ORDER NO. 2 BETWEEN GWINNETT COUNTY
AND THE CITY OF NORCROSS REGARDING
JOINTLY FUNDED 2014 SPLOST PROJECT(S)

(CITY MANAGED PROJECT # F-1068)

This Change Order (hereinafter referred to as "Change Order No. 2"), made by and between the City of Norcross, a municipal corporation chartered by the State of Georgia and headquartered at 65 Lawrenceville Street, Norcross, Georgia 30071 (hereinafter referred to as "CITY") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as "COUNTY") (both CITY and COUNTY collectively referred to as "Parties") each of whom has been duly authorized to enter into this Change Order No. 2.

WITNESSETH

WHEREAS, the COUNTY and the CITY have previously entered into an agreement (hereinafter referred to as "ORIGINAL AGREEMENT") regarding the Norcross Project funded by City of Norcross' portion of the 2014 SPLOST (hereinafter referred to as "Project"); and

WHEREAS, the COUNTY and the CITY previously entered into Change Order No. 1 by reducing the COUNTY's financial contribution to the Beaver Ruin Road City-managed-project; and

WHEREAS, the parties desire to supplement and amend the ORIGINAL AGREEMENT;

NOW, THEREFORE, the COUNTY and the CITY, in consideration of the mutual promises and agreements set forth herein, do agree as follows:

1. This Change Order amends the ORIGINAL AGREEMENT by adding a sub-project to resurface the streets located within the City of Norcross. Any remaining funds, net any and all further costs for the original subprojects as outlined in the ORIGINAL AGREEMENT, will be available for use in the resurfacing of streets located within the City of Norcross. The total funding of the City-Managed Project as listed in the ORIGINAL AGREEMENT and subsequent change order will remain the same.
2. ORIGINAL AGREEMENT and subsequent change order will remain the same.
3. Except as explicitly stated in Section I of this Change Order No. 2, the sub projects shall remain as stated in the ORIGINAL AGREEMENT and Change Order No. 1.
4. All notices pursuant to this agreement shall be served as follows: As to the County, Chairwoman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the City, Mayor, 65 Lawrenceville Street, Norcross, Georgia 30071.

Except as herein supplemented, modified and amended, the ORIGINAL AGREEMENT dated 5th November, 2014 will remain in full force and effect and shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2024.

GWINNETT COUNTY, GEORGIA

CITY OF NORCROSS, GEORGIA

By: _____
NICOLE L. HENDRICKSON

By: Craig L Newton
CRAIG NEWTON

Title: CHAIRWOMAN

Title: MAYOR

ATTEST:

ATTEST:

By: _____

By: Monique Thibault

Title: County Clerk/Deputy County Clerk (SEAL)

Title: City Clerk (SEAL)

APPROVED AS TO FORM:



Gwinnett County Staff Attorney

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240707			
Department:	Transportation	Date Submitted:	07/12/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – MM	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:		Locked by Purchasing	<input type="checkbox"/> Yes
<p>RP005-24, provision of engineering design services and construction document development for the Loop Trail from Sugarloaf Parkway to Saint Ives Court, to KCI Technologies, Inc., amount not to exceed \$1,305,413.00. Contract to follow award. Subject to approval as to form by the Law Department. This project is funded 80% by the Georgia Department of Transportation (GDOT) and 20% by the 2017 SPLOST Program.</p>			
Attachments	Summary Sheet, Justification Letter, Score Tabulation, Cost Tabulation		
Authorization:	Chairwoman's Signature?	<input type="checkbox"/> Yes	
Staff Recommendation	Award		
BAC Action:			
Department Head	lcooksey (7/19/2024)		
Attorney	jennyscarter (7/31/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST-Grants	*	\$1,044,330	mbwoods (7/31/2024)
Yes	2017 SPLOST	**\$1,401,000	\$261,083	
Finance Comments	*Amount available in the ARC Loop Trail project. ** Amount available in Loop Trail project.			FinDir's Initials
				bjalexzulian (7/30/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held?
Working Session	<input type="text"/>	<input type="checkbox"/>
Action	New Item	No Action Taken <input type="text"/>
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – RP005-24**Provision of Engineering Design Services and Construction Document Development for Loop Trail from Sugarloaf Parkway to Saint Ives Court**

PURPOSE:	This contract includes the design and development of construction documents, from concept to final design. This project will provide a continuous multi-use path from the intersection of Sugarloaf Parkway and Satellite Boulevard to just north of the intersection of Suwanee Creek Road with St. Ives Court.
LOCATION:	Department of Transportation
AMOUNT TO BE SPENT:	\$1,305,413.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	2,732 90 website viewings
NUMBER OF RESPONSES:	3
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 5
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	Approximately 36 months from issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Michael Milstein, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Lewis Cooksey, P.E., Director *LC*
Department of Transportation

FROM: Erica Brizzee, P.E., Deputy Director *EB*
Department of Transportation

SUBJECT: **Recommendation to Award RP005-24
Provision of Engineering Design Services and Construction Document Development for
Loop Trail from Sugarloaf Parkway to Saint Ives Court**

DATE: July 8, 2024

REQUESTED ACTION

Award RP005-24, Provision of Engineering Design Services and Construction Document Development for Loop Trail from Sugarloaf Parkway to Saint Ives Court to KCI Technologies, Inc., in the amount of \$1,305,413.00. Contract to follow award. Subject to approval as to form by the Law Department.

DESCRIPTION

A request for proposal (RFP) was issued for the Provision of Engineering Design Services and Construction Document Development for Loop Trail from Sugarloaf Parkway to Saint Ives Court. These services include the design and development of construction documents, from concept to final design.

This project will provide a continuous multi-use path from the intersection of Sugarloaf Parkway and Satellite Boulevard to just north of the intersection of Suwanee Creek Road St. Ives Court.

Three proposals were received in response to the RFP and KCI Technologies, Inc. scored the highest based on the criteria set forth in the RFP document.

This project is funded by the Special Purpose Local Option Sales Tax Program SPLOST and the Georgia Department of Transportation. The Department of Transportation recommends the award of this contract.

References checked? X Yes No

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240710			
Department:	Transportation	Date Submitted:	07/15/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – MM	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>BL074-24, resurfacing of major county roads on a term contract, to Allied Paving Contractors, Inc. and The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc., per the attached bid tabulation, base bid \$10,512,905.00. Contracts to follow award. Subject to approval as to form by the Law Department. This contract is funded 90.4% by the Georgia Department of Transportation and 9.6% by the 2023 SPLOST Program.</p>			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization:	Chairwoman's Signature?	<input type="checkbox"/> Yes	
Staff Recommendation	Award		
BAC Action:			
Department Head	lcooksey (7/19/2024)		
Attorney	tllettsome (7/24/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	*\$11,057,056	\$9,500,365	mbwoods (7/24/2024)
Yes	2023 SPLOST	*\$12,006,252	\$1,012,541	
Finance Comments	*Amount available in SPLOST Rehab/Resurfacing project.			FinDir's Initials
				bjalexzulian (7/24/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
Vote		

SUMMARY – BL074-24
Resurfacing of Major County Roads on a Term Contract

PURPOSE:	These contracts will be used for the resurfacing of thirteen centerline miles of selected county-maintained roads to maintain and extend the life of roadway pavements.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$10,512,905.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$21,227,827.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$21,227,827.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	10.4% decrease
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	452 104 website viewings
NUMBER OF RESPONSES:	7 2 no bids
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 7
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	From issuance of Notice to Proceed through December 31, 2025

COMMENTS:



MEMORANDUM

TO: Michael Milstein, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Lewis Cooksey, P.E., Director *LC*
Department of Transportation

From: Jeffery Charlton, RLA, Division Director *JSC*
Department of Transportation

Subject: **Recommendation to Award BL074-24
Resurfacing of Major County Roads on a Term Contract**

Date: July 12, 2024

REQUESTED ACTION

Approval to award BL074-24, Resurfacing of Major County Roads on a Term Contract to Allied Paving Contractors, Inc., and The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces Inc. in the total amount of \$10,512,905.00. Contracts to follow award. Subject to approval as to form by the Law Department. These contracts are funded 90.4% by the Georgia Department of Transportation and 9.6% by the 2023 SPLOST Program.

DESCRIPTION

These contracts will be used for the resurfacing of thirteen centerline miles of selected county-maintained roads to maintain and extend the life of roadway pavements. The procurement consists of three (3) term contracts that cover the entire county by dividing it into three (3) sections, including the north, south, and west sections. The Department of Transportation recommends the award of these contracts to Allied Paving Contractors, Inc. in the amount of \$2,866,305.00 for the north section, and to The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc. in the amount of \$3,151,925.00 for the south section, and \$4,494,675.00 for the west section, for a total of \$10,512,905.00. These contracts include the repair of roadway pavements with patches, asphalt milling, asphalt topping materials, adjustments of water valves and manhole covers, and installation of pavement markings. The Department recommends approval to award these contracts.

References Checked? Yes No

FINANCIAL

1. Estimated amount to be spent: \$10,512,905.00
2. Projected amount to be spent previous contract period: \$21,227,827.00
3. Do total obligations agree with "Requested Action"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Paul Brown Contact phone: 770-822-7558
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	320	209000	17020001	40417010	M-1007-19-3-03	\$9,500,364.54	90.4%
2024	321	209000	17020001	40417010	M-1007-19-3-03	\$1,012,540.46	9.6%
Total						\$10,512,905.00	100%

Transfer Required: Yes No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240597			
Department:	Water Resources	Date Submitted:	06/10/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – BB	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing		
BL029-24, F. Wayne Hill Water Resources Center alarm fiber optic installation, to Crowder Construction Company, amount not to exceed \$557,000.00. Contract to follow award. Subject to approval as to form by the Law Department.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization: Chairwoman's Signature?	Yes		
Staff Recommendation	Award		
BAC Action:	Water and Sewerage Authority Approved on July 1, 2024, Vote 5-0.		
Department Head	rmshelton (6/17/2024)		
Attorney	nlwood (7/10/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*\$1,537,256	\$557,000	mbwoods (7/10/2024)
Finance Comments	*Amount available in F. Wayne Hill WRC Rehab/Replacement project.			FinDir's Initials
				bjalexzulian (7/3/2024)

Budget Adjust Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	Vote	No Action Taken
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		

SUMMARY – BL029-24**F. Wayne Hill Water Resources Center Fire Alarm Fiber Optic Installation**

PURPOSE:	This contract is to replace the original fiber optic loop for the fire alarm monitoring system at the F. Wayne Hill Water Resources Center with a new dedicated fiber optic loop that will improve the reliability of the system. This project also includes lockable patch panels to segregate the fire alarm fiber from other fiber optic cables to prevent accidental interruption to the cables and connections which can cause false alarms and process disruptions.
LOCATION:	F. Wayne Hill Water Resources Center
AMOUNT TO BE SPENT:	\$557,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,952 3 plan holders 186 website viewings
NUMBER OF RESPONSES:	2 5 no bids
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 5
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	Limited response was due to vendors not having the time, resources and/or licenses required to provide services within the timeframe specified.
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	230 consecutive calendar days from the issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Brittany Bryant
Purchasing Associate III

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Charlie Roberts *CR*
Deputy Director, Facility Operations

SUBJECT: Recommendation for Award of BL029-24 F. Wayne Hill Water Resources Center Alarm
Fiber Optic Installation

DATE: May 17, 2024

REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract to Crowder Construction Company in the amount of \$557,000.00.

DESCRIPTION

Over the past several years, there have been numerous issues with connectivity of the fire alarm system in the buildings throughout the F. Wayne Hill Water Resources Center causing the signal to sometimes not reach the operator control room in the operations building. This contract is to replace the original fiber optic loop for the fire alarm monitoring system at the F. Wayne Hill Water Resources Center with a new dedicated fiber optic loop that will improve the reliability of the system. This project also includes lockable patch panels to segregate the fire alarm fiber from other fiber optic cables to prevent accidental interruption to the cables and connections which can cause false alarms and process disruptions.

References checked: Yes X No _____

FINANCIAL

- 1. Estimated amount to be spent: \$557,000.00.
- 2. Projected amount to be spent previous contract period: n/a
- 3. Do total obligations agree with "Action Requested"? Yes X No _____
- 4. Budgeted: Yes X No _____
- 5. Contact name: Adam Garmon Contact phone: 678-376-7181 *AG*

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	504	211000		50807000	M-1272-01-1-02	\$557,000.00	100%
Total						\$557,000.00	100%

Transfer Required: Yes___ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240611			
Department:	Water Resources	Date Submitted:	06/14/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – JC	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
SS008-24, purchase of Allen-Bradley Rockwell Automation products on an annual contract (August 7, 2024 through August 6, 2025), to McNaughton-McKay, base amount \$1,300,000.00.			
Attachments	Summary Sheet, Justification Letter, Justification Support		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Award		
BAC Action:	Water and Sewerage Authority Approved on July 1, 2024, Vote 5-0.		
Department Head	rmshelton (7/8/2024)		
Attorney	jennyscarter (7/24/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$1,300,000	mbwoods (7/23/2024)
Finance Comments	*Amount available in various capital projects. For FY2024, \$147,500 is allocated. For FY2025, \$1,152,500 is subject to budget approval.			FinDir's Initials bjalexzulian (7/23/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	No Action Taken Vote
Action:	<input type="text" value="New Item"/>	
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	

SUMMARY – SS008-24**Purchase of Allen-Bradley Rockwell Automation Products on an Annual Contract**

PURPOSE:	This contract is used to provide products and services associated with Allen-Bradley process control equipment used in the Supervisory Control and Data Acquisition (SCADA) system at the water production, water reclamation, and pump station facilities throughout Gwinnett County. The process control equipment includes control panels, programmable logic controllers, and associated software. This equipment is the main component of the SCADA system which automates the various processes and allows personnel to effectively operate the facilities.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$1,300,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$1,200,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$814,223.15
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	5.5% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 7, 2024 through August 6, 2025

COMMENTS:



MEMORANDUM

TO: Jenny Coleman
Purchasing Associate II

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Charlie Roberts *CR*
Deputy Director, Facility Operations

SUBJECT: Recommendation for Award of SS008-24 Purchase of Allen-Bradley Rockwell Automation Products

DATE: May 3, 2024

REQUESTED ACTION

The Department of Water Resources recommends the award of the above referenced contract to McNaughton-McKay for Allen-Bradley Rockwell Automation Products in the amount of \$1,300,000.00.

DESCRIPTION

This contract is used to provide products and services associated with Allen-Bradley process control equipment used in the Supervisory Control and Data Acquisition (SCADA) system at the water production, water reclamation, and pump station facilities throughout Gwinnett County. The process control equipment includes control panels, programmable logic controllers, and associated software. This equipment is the main component of the SCADA system which automates the various processes and allows personnel to effectively operate the facilities.

FINANCIAL

- 1. Estimated Amount to be spent: \$1,300,000.00
- 2. Projected amount to be spent previous contract period: \$814,223.15
- 3. Do total obligations agree with "Action Requested"? Yes X No
- 4. Budgeted: Yes X No
- 5. Contact name: Adam Garmon Contact phone: 678-376-7181 *AG*

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	504	211000		50807000	M-1187-01-1-02	\$42,500.00	3.27%
2024	504	211000		50807000	M-0748-01-1-02	\$62,500.00	4.81%
2024	504	211000		50807000	M-1189-01-1-02	\$42,500.00	3.27%
2025	504	211000		50807000	M-1273-01-1-02	\$462,500.00	35.57%
2025	504	211000		50807000	M-1187-01-1-02	\$62,500.00	4.81%
2025	504	211000		50807000	M-1189-01-1-02	\$72,500.00	5.58%
2025	504	211000		50807000	M-0748-01-1-02	\$112,500.00	8.65%
2025	504	211000		50807000	M-1272-01-1-02	\$442,500.00	34.04%
TOTAL						\$1,300,000.00	100.00%

Transfer Required: Yes___ No X

Sole Source Approval Form

Requesting Department: Water Resources

(Handwritten initials and dates)
Ki 3/28/24
BB 03/21/24

Purchasing Associate: Brittany Bryant, CPPB, Purchasing Associate III

Description of proposed procurement: Products and services for Allen-Bradley (by Rockwell Automation) equipment throughout the Gwinnett County Department of Water Resources.

Background for sole source request: Allen-Bradley (Rockwell Automation) is the sole manufacturer of new controllers and processors, as repair and replacement parts. McNaughton-McKay is Rockwell Automation's exclusive Allen-Bradley distributor for Georgia.

Sole Source Provider: McNaughton-McKay Electric Co., (approved Allen-Bradley distributor for Georgia)

Additional cost/savings: McNaughton-McKay has agreed to include ancillary services and products necessary for the proper functioning of the Allen-Bradley controllers and processors in the cost of the Allen-Bradley equipment.

Benefits to the County: The Allen-Bradley controllers and processors are an integral part of the Supervisory Control And Data Acquisition (SCADA) system used to operate the processes at the water production, water reclamation, and pump station facilities. Using Allen-Bradley for new as well as replacement components assures "plug and play" repairs and minimizes software programming/reprogramming issues. For compatibility, other manufacturer's equipment cannot be interspersed with these components. Standardization on Allen-Bradley controllers and processors was approved at the initiation of the development of a department wide SCADA system.

Anticipated annual expenditure: \$1,200,000.00

Requested validity period: Five Years

Rich Hampton *(Signature)*
Prepared By Rich Hampton
Contracts Section Manager, Facility Operations

3.19.24
Date

R Shelton *(Signature)*
Department Director

3/20/2024
Date

Holly Cafferty *(Signature)*
Purchasing Director

4-9-24
Date

4-9-29
Expiration of approval

Please return to the Purchasing Division after completion. If an agenda request is required, the Purchasing Division will prepare the agenda request for placement on the 5.14.24 agenda for approval by the Board of Commissioners.

Anticipated Agenda Date
SRM Contract Needs to be entered? Yes Yes No

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20240612	20230660

Grants Public Hearing

Department:	Water Resources	Date Submitted:	06/14/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – JC	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing		No

to renew BL076-20, restoration of utility repairs on an annual contract (October 7, 2024 through October 6, 2025), with DAF Concrete, Inc., base bid \$2,500,000.00 and approval to increase the base bid of the current contract period (October 7, 2023 through October 6, 2024) from \$1,500,000.00 to \$2,300,000.00.

Attachments	Summary Sheet, Justification Letter
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Authorization: Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	Water and Sewerage Authority Approved on July 1, 2024, Vote 5-0.
Department Head	rmshelton (6/26/2024)
Attorney	nlwood (7/10/2024)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	\$2,475,000	mbwoods (7/10/2024)
Yes	Stormwater Op	*	\$825,000	

Finance Comments	*The current balance in Industrial R&M - Contracted is checked as services are provided. For FY2024, \$1,300,000 is allocated. For FY2025, \$2,000,000 is subject to budget approval.	FinDir's Initials
		bjalexzulian (7/3/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken Vote
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – BL076-20
Restoration of Utility Repairs on an Annual Contract

PURPOSE:	This contract provides for asphalt, concrete, and landscape restoration services associated with water, sewer, and stormwater pipe repair and maintenance. The work assigned under this contract is to restore the immediate location of the repairs, adjacent areas impacted by the work, and access paths to the repair site. This contract is not intended to be used for the restoration or paving of large-scale utility replacement or road construction projects. In the past year, we have had an increase in the number of needed repairs as well as several large repairs which has led to a need to increase the current base amount of contract.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$2,500,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$1,500,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$2,300,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option four (4) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that market prices have increased by approximately 5%. However, the current vendor has agreed to hold pricing firm for the upcoming contract period.
CONTRACT TERM:	October 7, 2024 through October 6, 2025

COMMENTS:



MEMORANDUM

TO: Brittany Bryant, CPPB
Purchasing Associate III

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Steve Sheets, PE *SS*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Increase and Renew BL076-20
Restoration of Utility Repairs on an Annual Contract

DATE: April 30, 2024

REQUESTED ACTION

The Department of Water Resources recommends the increase of the above referenced contract with DAF Concrete, Inc. from the base amount of \$1,500,000.00 to \$2,300,000.00 for the period October 7, 2023, through October 6, 2024. This increase is due to additional unforeseen restoration repairs.

The Department of Water Resources recommends renewal of the above referenced contract with DAF Concrete, Inc. in the amount of \$2,500,000.00 for the period of October 7, 2024 through October 6, 2025.

DESCRIPTION

This contract provides for asphalt, concrete, and landscape restoration services associated with water, sewer, and stormwater pipe repairs and maintenance. The work assigned under this contract is to restore the immediate location of the repairs, adjacent areas impacted by the work, and access paths to the repair site. This contract is not intended to be used for the restoration or paving of large-scale utility replacement or road construction projects. In the past year, we have had an increase in the number of needed repairs as well as several large repairs which has led to a need to increase the current base amount of contract.

FINANCIAL

1. Estimated amount to be spent: \$2,500,000.00.
2. Projected amount to be spent current contract period: \$2,300,000.00
3. Do total obligations agree with "Action Requested"? Yes X No

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240658	20230390		
Department:	Water Resources	Date Submitted:	06/27/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – BB	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew BL063-20, replacement of large water meters, 3 inches or larger, on an annual contract (August 19, 2024 through August 18, 2025), with The Dickerson Group, Inc., base bid \$425,000.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	rmshelton (7/12/2024)		
Attorney	jennyscarter (7/22/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$425,000	mbwoods (7/22/2024)
Finance Comments	*Amount available in Water Meter Install/Replacement project. For FY2024, \$140,250 is allocated. For FY2025, \$284,750 is subject to budget approval.			FinDir's Initials bjalexzulian (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action:	<input type="text" value="New Item"/>	
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	

SUMMARY – BL063-20

Replacement of Large Water Meters, 3 Inches or Larger, on an Annual Contract

PURPOSE:	This contract provides for the replacement of large water meters to ensure accurate measurement of water usage and billing for industrial and commercial water accounts. Currently, there are over 900 three-inch and larger meters in the water system. These meters are tested regularly and replaced if they are showing reduced accuracy or are damaged. This contract covers the replacement of these meters and the replacement of the meter vault, if necessary.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$425,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$400,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$400,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	5% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option four (4) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals an approximate 9% increase in market pricing. However, the current vendor has agreed to renew with a 5% increase for the upcoming contract period.
CONTRACT TERM:	August 19, 2024 through August 18, 2025

COMMENTS:



MEMORANDUM

TO: Brittany Bryant, CPPB
Purchasing Associate III

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Steve Sheets, PE *SS*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Renew BL063-20
Replacement of Large Water Meters, 3-inch or Larger on an Annual Contract

DATE: March 11, 2024

REQUESTED ACTION

The Department of Water Resources recommends the renewal of the above-referenced contract with The Dickerson Group, Inc. in the amount of \$425,000.00.

DESCRIPTION

This contract provides for the replacement of large water meters to ensure accurate measurement of water usage and billing for industrial and commercial water accounts. Currently, there are over 900 three-inch and larger meters in the water system. These meters are tested regularly and replaced if they are showing reduced accuracy or are damaged. This contract covers the replacement of these meters and the replacement of the meter vault, if necessary. Since the replacement of the water meter may impact the customer’s operations, this work is scheduled with the customer in advance when possible and is often performed during off-hours.

FINANCIAL

1. Estimated amount to be spent: \$425,000.00
2. Projected amount to be spent previous contract period: \$400,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Adam Garmon Contact phone: (678)376-7181 *AG*

Page 2
Recommendation Letter
BL063-20

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	504	211000		50807000	F-0662-03-3-03	\$140,250.00	33.0%
2025	504	211000		50807000	F-0662-03-3-03	\$284,750.00	67.0%
Total						\$425,000.00	100.0%

Transfer Required: Yes _____ No X _____

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20240671	20230725		
Department:	Water Resources	Date Submitted:	07/03/2024
Working Session:	08/06/2024	Business Session:	08/06/2024
Submitted By:	Purchasing – Katie Maldonado – JC	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew SS029-23, purchase of components, software, system maintenance and service for the Invensys-Foxboro control system on an annual contract (August 16, 2024 through August 15, 2025), with Schneider Electric Systems USA, Inc., base amount \$350,000.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	rmshelton (7/12/2024)		
Attorney	jennyscarter (7/22/2024)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	\$350,000	mbwoods (7/22/2024)
Finance Comments	*The current balance in Professional Services is checked as services are provided and items are purchased. For FY2024, \$300,000 is allocated. For FY2025, \$50,000 is subject to budget approval.			FinDir's Initials bjalexzuliaan (7/22/2024)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action:	<input type="text" value="New Item"/>	
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	

SUMMARY – SS029-23**Purchase of Components, Software, System Maintenance and Service for the Invensys-Foxboro Control System on an Annual Contract**

PURPOSE:	The Yellow River Water Reclamation Facility will utilize this contract to receive professional services, products, and materials from Schneider Electric Systems USA, Inc. to support and maintain the Invensys-Foxboro SCADA system software and associated hardware.
LOCATION:	Department of Water Resources
AMOUNT TO BE SPENT:	\$350,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$400,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$308,557.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	August 16, 2024 through August 15, 2025

COMMENTS:



MEMORANDUM

TO: Jenny Coleman
Purchasing Associate II

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Charlie Roberts *CR*
Deputy Director, Facility Operations

SUBJECT: Recommendation for Renewal of SS029-23 Purchase of Components, Software, System Maintenance and Service for the Invensys-Foxboro Control System on an Annual Contract

DATE: May 23, 2024

REQUESTED ACTION.

The Department of Water Resources recommends renewal of the above referenced contract with Schneider Electric Systems USA, Inc. in the amount of \$350,000.00.

DESCRIPTION

Schneider Electric Systems USA, Inc., owns the Invensys-Foxboro Control System which is the current supervisory control and data acquisition system that monitors and controls the treatment process at the Yellow River Water Reclamation Facility. This contract is used to provide professional services, products, and materials to support and maintain the Invensys-Foxboro system software and associated hardware.

FINANCIAL

- 1. Estimated Amount to be spent: \$350,000.00
- 2. Projected amount to be encumbered and spent previous contract period: \$308,557.00
- 3. Do total obligations agree with "Action Requested"? Yes X No
- 4. Budgeted: Yes X No
- 5. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 *AG*

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2024	501	111009	19090006	50401201		\$300,000.00	85.71%
2025	501	111009	19090006	50401201		\$50,000.00	14.29%
					Total	\$350,000.00	100.00%

Transfer Required: Yes___ No X