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, July 14, 2026 - 10:00 AM

I. Call To Order

II. Approval of Agenda

III. New Business - Contract Renewals

1. Multiple Departments

2026-0832 Approval to renew BL070-24, purchase and installation of sod on an annual contract (August 6, 2026 through August 5, 2027), with Visionscapes, Inc., amount not to exceed $310,000.00. This contract is funded 56.5% by the Recreation Fund and 43.5% by the 2017 SPLOST Program. (Recommendation: Approval)

2026-0857 Approval to renew BL023-25, purchase of paper and miscellaneous kitchen items on an annual contract (July 15, 2026 through July 14, 2027), with multiple vendors, amount not to exceed $517,765.82. This contract is funded 9.3% by the Recreation Fund, 5.8% by the Older Americans Act, and 2.1% by the Water and Sewer Operating Fund. (Recommendation: Approval)

2026-0921 Approval to renew BL064-25, purchase of body armor on an annual contract (July 15, 2026 through July 14, 2027), with Dana Supply, Inc.; Galls, LLC; and North America Fire Equipment Company, amount not to exceed $238,044.00. (Recommendation: Approval)

2. Correctional Services/Darrell Johnson

2026-0864 Approval to renew RP019-23, provision of inmate commissary services on an annual contract (August 2, 2026 through August 1, 2027), with Keefe Commissary Network, LLC, estimated revenue $125,000.00. (Recommendation: Approval)

III. New Business - Contract Renewals

3. Information Technology Services/Dorothy Parks

2026-0831 Approval to renew OS018-19, purchase of Cisco networking equipment and IT infrastructure products and services on an annual contract (July 16, 2026 through July 15, 2027), with Computacenter United States, Inc., formerly known as ProSys Information Systems, Inc., using a competitively procured State of Georgia contract, amount not to exceed $11,342,744.93. This contract is funded 12% by the 2017 SPLOST Program. (Recommendation: Approval)

2026-0833 Approval to renew OS028-19, purchase of NetApp products and solutions on an annual contract (August 21, 2026 through August 20, 2027), with Computacenter United States, Inc., formerly known as ProSys Information Systems, Inc., using a competitively procured State of Georgia contract, amount not to exceed $466,863.27. (Recommendation: Approval)

2026-0836 Approval to renew BL159-23, provision of Nutanix hardware, software, support and maintenance on an annual contract (December 6, 2026 through December 5, 2027), with Computacenter United States, Inc., formerly known as ProSys Information Systems, Inc., amount not to exceed $238,229.98. (Recommendation: Approval)

2026-0837 Approval to renew OS025-16, FileNet support and maintenance on an annual contract (October 1, 2026 through September 30, 2027), with IBM Corporation, using a competitively procured State of Georgia contract, amount not to exceed $220,073.23. (Recommendation: Approval)

4. Water Resources/Rebecca Shelton

2026-0795 Approval to renew BL061-24, provision of coatings restoration on an annual contract (August 20, 2026 through August 19, 2027), with A&D Painting, Inc., amount not to exceed $1,650,000.00. (Recommendation: Approval) (Water and Sewerage Authority Approved on June 29, 2026, Vote 4-0.)

2026-0834 Approval to renew SS008-24, provision of products and services for Allen-Bradley Rockwell Automation equipment on an annual contract (August 7, 2026 through August 6, 2027), with McNaughton-McKay Electric Company, amount not to exceed $3,584,700.00. (Recommendation: Approval) (Water and Sewerage Authority Approved on June 29, 2026, Vote 4-0.)

IV. New Business

1. Commissioners

2026-0811 Approval to appoint Michael Skarda (Incumbent Keith Asher) and Incumbents Helen Ellis and Eric Marlowe to the Upper Ocmulgee River Resource Conservation and Development Council, Inc. Terms expire June 20, 2027. Board of Commissioners Appointments

2026-0861 Approval to appoint Incumbent Peg Murray to the Gwinnett Animal Control Hearing Board. Term expires July 31, 2027. District 4/Holtkamp

2026-0939 Approval to accept the resignation of Larry Cobb from the Merit Board. Term expires December 31, 2028. District 1/Carden

2026-0940 Approval to appoint Tami Wilder, Chairwoman's appointment, and Charles Mandrell Moore, District 3, to the Homelessness Task Force. Members serve at the pleasure of the Board of Commissioners.

2026-0941 Approval to appoint Jamin Harkness to the Development Advisory Committee as the Municipal-Gwinnett Planning Commission Representative. Incumbent Aysha Treadwell. Member serves at the pleasure of the Board of Commissioners. Board of Commissioners Appointment

2026-0942 Approval to appoint Incumbent Anita Atkinson to the Gwinnett County Stormwater Authority, Seat 3. Term expires December 31, 2029. District 3/Watkins

2026-0946 Approval to appoint Incumbent Daniel Hilton, District 1, and Brandon Coleman, District 3 (Incumbent Dr. James Marshall Shepherd) to the Gwinnett County Sustainability Commission. Terms expire May 31, 2028. Members serve at the pleasure of the Board of Commissioners.

2. Multiple Departments

2026-0853 Award BL079-26, purchase of stormwater pipe on an annual contract (August 25, 2026 through August 24, 2027) to Foley Products Company, LLC and Southeast Culvert, Inc., amount not to exceed $146,000.00. This contract is funded 89% by the Stormwater Operating Fund and 11% by the 2017 SPLOST Program. (Recommendation: Award)

IV. New Business

2. Multiple Departments

2026-0856 Approval to renew BL060-24, purchase of groceries on an annual contract (July 21, 2026 through July 20, 2027), with Good Source Solutions; Performance Foodservice; and Sutherland's Foodservice, Inc., amount not to exceed $794,221.48, and ratification of $237,852.36. This contract is funded 47.8% by the Older Americans Act. (Recommendation: Approval)

3. Community Services/Lindsey Jorstad

2026-0704 Approval/authorization for the Chairwoman or designee to execute an annual contract renewal with the Georgia Department of Human Services (DHS) in the amount of $757,783.36 for the provision of transportation and transportation-related services for seniors in Gwinnett County during the period of July 1, 2026 through June 30, 2027. The contract is funded through a combination of federal and state funds administered by DHS, including $525,076.36 provided by DHS and a required local match of $232,707.00. These funds will support Gwinnett County Senior Services' transportation programs. (Recommendation: Approval)

2026-0826 Approval/authorization to accept a grant awarded by the Atlanta Regional Commission in the amount of $2,447,083.50. The annual contract will provide reimbursement for the eligible expense incurred for senior services programs in Gwinnett County for the period of July 1, 2026, through June 30, 2027. The grant requires a local match of $163,224.21 for a total contract amount of $2,610,307.71. Approval/authorization for the Chairwoman or designee to execute grant documents and any other necessary documents.

4. Financial Services/Russell Royal

2026-0717 Award RP011-26, provision of information technology and other internal auditing services on an annual contract (July 14, 2026 through July 13, 2027), to Rausch Advisory Services, LLC, amount not to exceed $225,920.00. (Recommendation: Award)

2026-0771 Approval/authorization of the May 31, 2026 Monthly Financial Report and ratification of all budget amendments.

5. Law Department/Jenny Carter

2026-0813 Approval/authorization to amend Chapter 62 of the Gwinnett County Code of Ordinances related to Libraries. (Recommendation: Approval)

IV. New Business

5. Law Department/Jenny Carter

2026-0816 Approval/authorization for Declaration of Taking Condemnation proceedings for the property of Andrew Lipko, Jr. and Sue E. Lipko, consisting of 2,695.96 square feet of permanent construction easement, and 273.32 square feet of 18-month temporary driveway easement, Tax Parcel No. R6046 131, 2625 Ross Road, Snellville, amount $7,300.00. This project is funded by the 2017 SPLOST program.

2026-0914 Approval/authorization of a Settlement Agreement and Release in the matter of Gwinnett County, Georgia v. Archimetric Construction & Design Inc. and National American Insurance Company, Superior Court of Gwinnett County, Civil Action File No. 25-A-07911-2.

6. Parks and Recreation/Chris Minor

2026-0855 Award BL075-26, Gwinnett County Aquatic Center pool renovations, to Smith Aquatics, Inc., amount not to exceed $318,649.76. (Recommendation: Award)

2026-0869 Award BL083-26, Harbins Park multipurpose field turf replacement, to Sports Turf Company, Inc., amount not to exceed $838,000.00. This contract is funded by the 2023 SPLOST Program. (Recommendation: Award)

2026-0762 Approval to increase RP026-23, provision of on-demand fabrication and installation of Gwinnett trails signage on an annual contract, with Waybaytay Holdings, Inc. dba Signs Etc., increasing the contract by $248,544.10. The contract amount is adjusted from $200,798.09 to $449,342.19. This contract is funded by the 2023 SPLOST Program. (Recommendation: Approval)

7. Police Services/James D. McClure

2026-0888 Award SS022-26, purchase of Skydio Drone as First Responder on a multi-year contract, to Axon Enterprise, Inc. The initial term of this contract shall be August 15, 2026 through December 31, 2026, amount not to exceed $272,000.00. This contract may be automatically renewed on an annual basis through December 31, 2027, total amount not to exceed $334,494.26. (Recommendation: Award)

IV. New Business

7. Police Services/James D. McClure

2026-0781 Approval/authorization for the Chairwoman, or designee, to execute a Memorandum of Understanding, and any other necessary documents, with the Atlanta Regional Commission (ARC) through the Urban Area Security Initiative (UASI) related to acceptance of grant funds for Law Enforcement Operations capabilities, for a value not to exceed $132,750.00. No County match is required.

8. Support Services/Ron Adderley

2026-0828 Approval to declare the June 2026 surplus vehicles and the equipment list as surplus/salvage to be disposed of in accordance with the Gwinnett County Code of Ordinance.

9. Transportation/Edgardo Aponte

2026-0878 Award BL078-26, Brushy Fork Road (Rozena Place to Lilly Brook Drive) pedestrian improvement project, to Peach State Construction Company, LLC, amount not to exceed $679,038.70. This project is funded by the 2017 SPLOST Program. (Recommendation: Award)

2026-0873 Approval/authorization to apply for and accept, if awarded, Federal Transit Administration Section 5307 and 5339 formula grant funds, in the total amount of $8,927,059.00, with a required local match of $2,231,765.00. These grant funds will provide assistance for Ride Gwinnett's operating expenses, required safety and security expenditures, and bus/infrastructure purchases. Approval/authorization for the Chairwoman or designee to execute any and all related documents. (Recommendation: Approval)

10. Water Resources/Rebecca Shelton

2026-0817 Award BL053-26, North Chattahoochee interceptor improvements phase 2, to JDS, Inc., amount not to exceed $11,241,672.00. (Recommendation: Award) (Water and Sewerage Authority Approved on June 29, 2026, Vote 4-0.)

2026-0818 Award BL044-26, purchase of 108-inch slide gates at the Lanier Filter Plant, to The TDH Company GA, LLC, amount not to exceed $440,909.47. (Recommendation: Award)

IV. New Business

10. Water Resources/Rebecca Shelton

2026-0841 Award OS026-26, purchase of Fortinet products and services on an annual contract (July 15, 2026 through July 14, 2027), to CDW Government, Inc., using a competitively procured State of Georgia contract, amount not to exceed $278,311.00. (Recommendation: Award)

2026-0863 Award SS021-26, provision of products and services for Howden blowers on an annual contract (July 15, 2026 through July 14, 2027), to Howden USA Company, amount not to exceed $495,000.00. (Recommendation: Award)

2026-0824 Approval/authorization for the Chairwoman to execute Encroachment Agreements and any related documents with Colonial Pipeline Company and Georgia Power Company for the extension of the existing water main located at 5250 Peachtree Industrial Boulevard.

V. Adjournment

M E M O R A N D U M

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

From: Alexis Stryker, Communications Department

The following item(s) will be on the agenda for the BOC business session on **July 14, 2026**, under the item of business announcements as a resolution of recognition, award, etc., as indicated:

1) **Proclamation:** Celebrating Park and Recreation Month
Requested by: Chris Minor, Parks and Recreation Director
Attendee(s): Gwinnett County Parks and Recreation employees, including Director Chris Minor and Deputy Director Sarah Barlow
Presented by: Chairwoman Nicole Love Hendrickson

cc:

Glenn Stephens	Betrand Williams
Buffy Rainey	Arteen Afshar
Joe Sorenson	Hunter Coleman
Heather Sawyer	Neshanta Banks
Kimberly Banner	Katie Gill
Tina King	Tammy Gibson
Carli Primavera	Jeanie Donaldson
Lauren Gamel	Chad Wasdin
Lindsey Gravitt	Deborah Tuff

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260832	20250653

☐ Grants ☐ Public Hearing ☑ Renewals

Department:	Financial Services			Date Submitted:	06/22/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing - Brandi Cantie - CB			Multiple Depts?	Yes
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to renew BL070-24, purchase and installation of sod on an annual contract (August 6, 2026 through August 5, 2027), with Visionscapes, Inc., amount not to exceed $310,000.00. This contract is funded 56.5% by the Recreation Fund and 43.5% by the 2017 SPLOST Program.

Attachments	Summary Sheet, Justification Letters
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Approval
BAC Action:	
Department Head	raroyal (6/25/2026)
Attorney	abcauthen (7/6/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Recreation	*	$175,000	brainey (7/10/2026)
Yes	2017 SPLOST	**	$135,000	

Finance Comments	*The current balance in R&M - Industrial Repair is checked as items are purchased and services are provided. **Amount available in Gap / In House / Rehab project. For FY2026, $132,000 is allocated. For FY2027, $178,000 is subject to budget approval.	FinDir's Initials: raroyal (7/10/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	Renewals
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – BL070-24 Purchase and Installation of Sod on an Annual Contract	
PURPOSE:	This contract provides for purchase and installation of sod, including ground preparation of athletic fields, and erosion control.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$310,000.00*
PREVIOUS CONTRACT AWARD AMOUNT:	$150,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	$150,000.00
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 two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	August 6, 2026 through August 5, 2027

COMMENTS: *The Department of Transportation has been added to this contract.

GWINNETT COUNTY
PARKS AND RECREATION DEPARTMENT
446 West Crogan Street | Lawrenceville, GA 30046
770.822.8840
GwinnettParks.com
Chris Minor, Director

MEMORANDUM

TO: Casey Beauston
Purchasing Associate III

THROUGH: Chris Minor
Director of Parks and Recreation

FROM: Summer Hamood
Program Coordinator

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

DATE: April 27, 2026

REQUESTED ACTION

The Department of Parks and Recreation recommends renewal of the above-referenced contract with Visionscapes, Inc in the amount of $175,000.00.

DESCRIPTION

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

FINANCIAL

1. Estimated amount to be spent: $175,000.00
2. Projected amount to be spent previous contract period: $150,000.00
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ___ N/A ___
5. Grant Funded: Yes ___ No X
6. SPLOST Funded: Yes ___ No X
7. Contact name: Summer Hamood Contact phone: 770-822-8856

GWINNETT COUNTY
DEPARTMENT OF TRANSPORTATION
446 West Crogan Street, Suite 410 | Lawrenceville, GA 30046-2440
770.822.7400
GwinnettCounty.com

MEMORANDUM

TO: Casey Beauston, CPPB, Purchasing Associate III
Purchasing Division, DOFS

THROUGH: Edgardo E. Aponte, P.E., Director
Department of Transportation

FROM: Jon Brewer, Division Director
Department of Transportation

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

DATE: June 24, 2026

REQUESTED ACTION

The Department of Transportation recommends renewal of the above referenced contract (August 6, 2026 through August 5, 2027) to Visionscapes, Inc. in the departmental allocation of $135,000.00.

DESCRIPTION

This contract is used to purchase services that provide and install sod for in-house projects that include the installation of sidewalks and extension of turn lanes. This is the second of four options to renew.

FINANCIAL

1. Estimated amount to be spent: $135,000.00.
2. Projected 12-month amount spent previous contract period: $0.00
3. Do total obligations agree with "Action Requested"? Yes__x__No __.
4. Budgeted: Yes __x__No _____.
5. Grant Funded: Yes_____No__x__.
6. SPLOST Funded: Yes__x__No__.
7. Contact name: Paul Brown Contact phone: 770.822.7558.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260857	20250680

☑ Grants ☐ Public Hearing ☑ Renewals

Department:	Financial Services			Date Submitted:	06/24/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing - Brandi Cantie - SA			Multiple Depts?	Yes
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to renew BL023-25, purchase of paper and miscellaneous kitchen items on an annual contract (July 15, 2026 through July 14, 2027), with multiple vendors, amount not to exceed $517,765.82. This contract is funded 9.3% by the Recreation Fund, 5.8% by the Older Americans Act, and 2.1% by the Water and Sewer Operating Fund.

Attachments	Summary Sheet, Justification Letters
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Approval
BAC Action:	
Department Head	raroyal (7/6/2026)
Attorney	abcauthen (7/10/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Grants	*	$30,000	brainey (7/10/2026)
Yes	Various Operating	**	$487,766	

Finance Comments	*A Grant budget will be established upon approval of the award and executed agreement with the Atlanta Regional Commission. **The current balance in general operating expenses is checked as items are purchased. For FY2026, $263,518 is allocated. For FY2027, $224,248 is subject to budget approval.	FinDir's Initials: raroyal (7/10/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	Renewals
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – BL023-25 Purchase of Paper, Plastic and Miscellaneous Kitchen Items on an Annual Contract	
PURPOSE:	This contract provides paper, plastic, and miscellaneous kitchen products for various departments.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$517,765.82
PREVIOUS CONTRACT AWARD AMOUNT:	$575,282.85
AMOUNT SPENT PREVIOUS CONTRACT:	$477,272.70
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	7.2% 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 one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	July 15, 2026 through July 14, 2027

COMMENTS: *Line Items A3, A8, A12, A14-15, A20, A22-24, B12, B18, B21-22, B38-39, B42, B59-61, C5, C15, C27, C29-31, and C37-38 are not being renewed and will be purchased through a separate procurement as needed.

GWINNETT COUNTY
DEPARTMENT OF COMMUNITY SERVICES

446 West Crogan Street | Lawrenceville, GA 30046
770.822.8833
GwinnettCounty.com | GwinnettCommunityServices.com
Lindsey Jorstad, Director

MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

THROUGH: Lindsey Jorstad
Director of Community Services

FROM: Summer Hamood
Program Coordinator

SUBJECT: Recommendation to Renew: BL023-25, Purchase of Paper, Plastic, and Miscellaneous Kitchen Items on an Annual Contract

DATE: March 31, 2026

REQUESTED ACTION

The Department of Community Services recommends renewal of the above reference contract with Always Available Wholesales & Supply Services Corp., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co, LLC dba Imperial Dade, United Sales USA Corp., and Veritiv Operating Company in the amount of $33,500.00.

DESCRIPTION

This contract provides for specified miscellaneous paper, plastic, and kitchen products.

FINANCIAL

1. Estimated amount to be spent: $33,500.00
2. Projected amount to be spent previous contract period: $32,500.00
3. Do total obligations agree with "Action Requested"? Yes __X__ No ____
4. Budgeted: Yes __X__ No ____
5. Grant Funded: Yes __X__ No____
6. SPLOST Funded: Yes ____ No __X__
7. Contact name: Summer Hamood Contact phone: 770-822-8856

GWINNETT COUNTY
DEPARTMENT OF FIRE AND EMERGENCY SERVICES
408 Hurricane Shoals Road NE | Lawrenceville, GA 30046-4406
O: 678.518.4800 | F: 678.518.4806
GwinnettCounty.com | GwinnettFire.org

MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

THROUGH: Fred Cephas
Director of Fire and Emergency Services

FROM: Rob Medina
Battalion Chief

SUBJECT: Recommendation to Renew BL023-25 Purchase of Paper, Plastic and Miscellaneous Kitchen Items on an Annual Contract

DATE: March 23, 2026

REQUESTED ACTION

The Department of Fire and Emergency Services recommends renewal of the above-mentioned contract with Always Available Wholesales & Supply Services Corp., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co., LLC dba Imperial Date, United Sales USA Corp., and Veritiv Operating Co. in the amount of $103,356.62. This is a multi-department contract, and this letter represents the Departments of Fire, Corrections, and Police.

DESCRIPTION

Vendors to supply paper and kitchen supplies as specified in the contract.

FINANCIAL

1. Estimated amount to be spent: $103,356.62
2. Projected amount to be spent previous contract period: $100,161.14
3. Do total obligations agree with "Action Requested"? Yes __X__ No ___
4. Budgeted: Yes __X__ No ____ N/A _____
5. Grant Funded: Yes ____ No __X__
6. SPLOST Funded: Yes ____ No __X__
7. Contact name: Crystal Terry Contact phone: 678-518-4956

GWINNETT COUNTY
PARKS AND RECREATION DEPARTMENT
446 West Crogan Street | Lawrenceville, GA 30046
770.822.8840
GwinnettParks.com
Chris Minor, Director

MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

THROUGH: Chris Minor
Director of Parks and Recreation

FROM: Summer Hamood
Program Coordinator

SUBJECT: Recommendation to Renew: BL023-25, Purchase of Paper, Plastic, and Miscellaneous Kitchen Items on an Annual Contract

DATE: March 31, 2026

REQUESTED ACTION

The Department of Parks and Recreation recommends renewal of the above referenced contract with Always Available Wholesales & Supply Services Corp., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co, LLC dba Imperial Dade, United Sales USA Corp., and Veritiv Operating Company in the amount of $48,000.00.

DESCRIPTION

This contract provides for specified miscellaneous paper, plastic, and kitchen products.

FINANCIAL

1. Estimated amount to be spent: $48,000.00
2. Projected amount to be spent previous contract period: $45,000.00
3. Do total obligations agree with "Action Requested"? Yes __X__ No ____
4. Budgeted: Yes X No ____ N/A __
5. Grant Funded: Yes ____ No __X
6. SPLOST Funded: Yes ____ No X
7. Contact name: Summer Hamood Contact phone: 770-822-8856

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: Savannah Anderson
Purchasing Associate II

THROUGH: Cleophas Atwater CA
Chief

FROM: Samentha Sainmelus SS
Business Manager

SUBJECT: Recommendation to Renew BL023-25 Purchase of Paper, Plastic and Miscellaneous Kitchen Items on an Annual Contract

DATE: February 9, 2026

REQUESTED ACTION

The Gwinnett County Sheriff's Office recommends renewal of the above referenced contract with Always Available Wholesales & Supply Services Corp., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co., LLC dba Imperial Dade, United Sales USA Corp., and Veritiv Operating Co. in the amount of $250,000.00.

DESCRIPTION

This contract provides janitorial and kitchen paper products used within the Detention Center for cleaning purposes and food preparation.

FINANCIAL

1. Estimated amount to be spent: $250,000.00
2. Projected amount to be spent previous contract period: $236,318.43
3. Do total obligations agree with "Action Requested"? Yes __X__ No ___
4. Budgeted: Yes __X__ No _____ N/A _____
5. Grant Funded: Yes _____ No __X__
6. SPLOST Funded: Yes _____ No __X__
7. Contact name: Glen Fountain Contact phone: 770-619-6406

GWINNETT COUNTY
DEPARTMENT OF SUPPORT SERVICES
75 Langley Drive | Lawrenceville, GA 30046-6935
770.822.8020
GwinnettCounty.com

MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

FROM: Ron Adderley
Director

SUBJECT: Recommendation to Renew BL023-25 Purchase of Paper, Plastic, and Miscellaneous Kitchen Items on an Annual Contract

DATE: June 15, 2026

REQUESTED ACTION

The Department of Support Services recommends renewal of the above referenced contract with Always Available Wholesales & Supply Services Corp., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co, LLC dba Imperial Dade, United Sales USA Corp., and Veritiv Operating Company in the amount of $69,309.20.

DESCRIPTION

This is a multi-departmental contract for the provision of sanitary paper products and kitchen items at various facilities. This is the first of four renewals.

FINANCIAL

1. Estimated amount to be spent: $69,309.20
2. Projected amount to be spent previous contract period: $59,293.13 (07/15/2025 -07/14/2026)
3. Do total obligations agree with "Action Requested"? Yes __X__ No ___
4. Budgeted: Yes __X__ No _____ N/A _____
5. Grant Funded: Yes ____ No _X
6. SPLOST Funded: Yes ____ No _X
7. Contact name: Charles Welch Contact phone: 770.822.3171

Gwinnett

GWINNETT COUNTY
DEPARTMENT OF TRANSPORTATION
446 West Crogan Street, Suite 410 | Lawrenceville, GA 30046-2440
770.822.7400
GwinnettCounty.com

MEMORANDUM

TO: Savannah Anderson, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Edgardo E. Aponte, P.E., Director
Department of Transportation

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

SUBJECT: **Recommendation to Renew BL023-25**
Purchase of Paper, Plastic and Kitchen Items on an Annual Contract

DATE: June 10, 2026

REQUESTED ACTION

The Department of Transportation recommends renewal of BL023-25, Purchase of Paper, Plastic and Kitchen Items on an Annual Contract (July 15, 2026 to July 14, 2027) to Always Available Wholesales & Supply Services Corp., Imperial Bag & Paper Co., LLC dba Imperial Dade, Southeastern Paper Group, United Sales USA Corp., and Veritiv Operating Company in the department allocation of $1,600.00.

DESCRIPTION

This annual contract will allow for the purchase of paper towels, toilet tissue, and other paper products needed for daily use at our roadway maintenance facilities and the airport. This is the first of four renewals.

FINANCIAL

1. Estimated amount to be spent: $1,600.00
2. Projected amount to be spent previous contract period: $1,500.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Grant Funded: Yes No X
6. SPLOST Funded: Yes No X
7. Contact name: Paul Brown Contact phone: 770-822-7558

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth2o.com

MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

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

FROM: Kevin Middlebrooks KAM
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Renew BL023-25
Purchase of Paper, Plastic, and Miscellaneous Kitchen Items on an Annual Contract

DATE: April 15, 2026

REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract with Always Available Wholesale & Supply Services Corp., Brady Plus dba Southeastern Paper Group, Imperial Bag and Paper Company, LLC DBA Imperial Dade, United Sales USA Corp., and Veritiv Operating Company in the departmental allocation of $12,000.00.

DESCRIPTION

The Department of Water Resources uses this multi-departmental contract to purchase miscellaneous paper products.

FINANCIAL

1. Estimated amount to be spent: $12,000.00
2. Projected amount to be spent previous contract period: $2,500.00
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ___ N/A ___
5. Grant Funded: Yes ___ No X
6. SPLOST Funded: Yes ___ No X
7. Contact name: Adam Garmon Contact phone: (678)376-7181 AG

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260921	20250684

☐ Grants ☐ Public Hearing ☑ Renewals

Department:	Financial Services			Date Submitted:	07/01/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing - Brandi Cantie - CW			Multiple Depts?	Yes
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to renew BL064-25, purchase of body armor on an annual contract (July 15, 2026 through July 14, 2027), with Dana Supply, Inc.; Galls, LLC; and North America Fire Equipment Company, amount not to exceed $238,044.00.

Attachments	Summary Sheet, Justification Letters
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Approval
BAC Action:	
Department Head	raroyal (7/6/2026)
Attorney	abcauthen (7/10/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	$238,044	brainey (7/10/2026)

Finance Comments	FinDir's Initials
*The current balances in Supplies - Uniform Purchases and Supplies - Other Machinery & Equipment are checked as items are purchased. For FY2026, $118,631 is allocated. For FY2027, $119,413 is subject to budget approval.	raroyal (7/10/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	Renewals
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – BL064-25 Purchase of Body Armor on an Annual Contract	
PURPOSE:	This contract provides body armor tailored for public safety officers. It provides crucial protection against potential threats within and outside the County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$238,044.00
PREVIOUS CONTRACT AWARD AMOUNT:	$252,174.00
AMOUNT SPENT PREVIOUS CONTRACT:	$218,475.48
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	3.2% 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 one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	July 15, 2026 through July 14, 2027

Gwinnett

GWINNETT COUNTY
DEPARTMENT OF CORRECTIONS
750 Hi-Hope Road | Lawrenceville, GA 30043-4540
678.407.6000
www.gwinnettcounty.com | www.gccorrections.com

MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Darrell Johnson, Warden
Department of Corrections DJ

FROM: Darlesa Barron, Business Manager DWB
Department of Corrections

SUBJECT: Recommendation to Renew BL064-25
Purchase of Body Armor on an Annual Contract

DATE: June 24, 2026

REQUESTED ACTION

The Department of Corrections recommends renewal of the above referenced contract with Dana Safety Supply, Inc., in the amount of $13,044.00.

DESCRIPTION

This contract is for the purchase of body armor tailored for sworn correctional staff to provide crucial protection against potential threats inside and outside the facility.

FINANCIAL

1. Estimated amount to be spent $13,044.00
2. Projected amount to be spent previous contract period: $19,564.92
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ___
5. Grant Funded: Yes ___ No X
6. SPLOST Funded: Yes ___ No X
7. Contact name: Darlesa Barron Contact phone: 678-407-6050

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 III

THROUGH: Cleophas Atwater CA
Chief

FROM: Samentha Sainmelus SS
Business Manager

SUBJECT: Recommendation to Renew BL064-25 Purchase of Body Armor on an Annual Contract

DATE: February 9, 2026

REQUESTED ACTION

The Gwinnett County Sheriff's Office recommends renewal of the above referenced contract with Dana Safety Supply, Inc., Galls, LLC, and North America Fire Equipment Co., Inc. (NAFECO) in the amount of $225,000.00.

DESCRIPTION

This contract is for concealable soft body armor, ballistic helmets, and rifle plates for deputies.

FINANCIAL

1. Estimated amount to be spent: $225,000.00
2. Projected amount to be spent previous contract period: $198,910.56
3. Do total obligations agree with "Action Requested"? Yes __X__ No ___
4. Budgeted: Yes __X__ No _____ N/A _____
5. Grant Funded: Yes _____ No __X__
6. SPLOST Funded: Yes _____ No __X__
7. Contact name: Patrick Thacker Contact phone: 678-231-6846

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260864	20250559

☐ Grants ☐ Public Hearing ☑ Renewals

Department:	Correctional Services			Date Submitted:	06/24/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing - Brandi Cantie - CW			Multiple Depts?	No
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to renew RP019-23, provision of inmate commissary services on an annual contract (August 2, 2026 through August 1, 2027), with Keefe Commissary Network, LLC, estimated revenue $125,000.00.

Attachments	Summary Sheet, Justification Letter
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Approval
BAC Action:	
Department Head	djohnson (7/2/2026)
Attorney	mcintron (7/6/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Corrections Inmate	*	$125,000	brainey (7/6/2026)

Finance Comments	*The anticipated revenue of $52,500 is included in the FY2026 revenue estimates. For FY2027, $72,500 is subject to budget approval.	FinDir's Initials: raroyal (7/6/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session		Vote	No Action Taken
Action	Renewals		
Tabled			
Motion			
2nd by			

SUMMARY – RP019-23 Provision of Inmate Commissary Services on an Annual Contract	
PURPOSE:	A revenue-based service that provides automated commissary management services to inmates housed in the Gwinnett County Comprehensive Correctional Complex.
LOCATION:	Gwinnett County Comprehensive Correctional Complex
ESTIMATED REVENUE:	$125,000.00 anticipated revenue 50% commission
PREVIOUS CONTRACT AWARD AMOUNT:	$130,000.00 revenue
REVENUE FROM PREVIOUS CONTRACT:	$123,595.00 revenue
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 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:	August 2, 2026 through August 1, 2027

COMMENTS:

GWINNETT COUNTY
DEPARTMENT OF CORRECTIONS
750 Hi-Hope Road | Lawrenceville, GA 30043-4540
678.407.6000
www.gwinnettcounty.com | www.gccorrections.com
Warden Darrell Johnson

MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Darrell Johnson, Warden DJ
Department of Corrections

FROM: Darlesa Barron, Business Manager
Department of Corrections

SUBJECT: Recommendation to Renew RP019-23
Provision of Inmate Commissary Services on an Annual Contract

DATE: June 24, 2026

REQUESTED ACTION

The Department of Corrections recommends renewal of the above referenced contract with Keefe Commissary Network, LLC in the amount of $125,000.00.

DESCRIPTION

The purpose of this contract is to provide automated banking and commissary management services to inmates housed in the Comprehensive Correctional Complex. Revenues from the sales proceeds are used solely for the benefit of the inmates.

FINANCIAL

1. Estimated amount to be earned: $125,000.00
2. Projected amount to be earned from previous contract period: $123,595.00
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes ___X___ No _____
5. Grant Funded: Yes _____ No ___X___
6. SPLOST Funded: Yes _____ No ___X___
7. Contact name: Darlesa Barron Contact phone: 678-407-6050

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260831	20250565

☐ Grants ☐ Public Hearing ☑ Renewals

Department:	Information Technology Services			Date Submitted:	06/22/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – BW			Multiple Depts?	No
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to renew OS018-19, purchase of Cisco networking equipment and IT infrastructure products and services on an annual contract (July 16, 2026 through July 15, 2027), with Computacenter United States, Inc., formerly known as ProSys Information Systems, Inc., using a competitively procured State of Georgia contract, amount not to exceed $11,342,744.93. This contract is funded 12% by the 2017 SPLOST Program.

Attachments	Summary Sheet, Justification Letter
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Approval
BAC Action:	
Department Head	daparks (6/30/2026)
Attorney	jjkandel (7/8/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Capital	*	$9,463,904	brainey (7/8/2026)
Yes	Admin Support	**	$1,878,841	

Finance Comments	*Amount available in various projects. **The current balances in R&M-Ind Repair, Technical-Lic Support Agrmt, and Professional Services are checked as items are purchased and services are provided. For FY2026, $2,112,153 is allocated. For FY2027, $9,230,592 is subject to budget approval.	FinDir's Initials: raroyal (7/8/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	Renewals
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – OS018-19
Purchase of Cisco Networking Equipment and IT Infrastructure Products and Services on an Annual Contract

PURPOSE:	This equipment is for network, security and phone infrastructure upgrades, renovation projects, new construction projects, relocations, etc., as well as, licensing and professional services for Cisco products.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$11,342,744.93*
PREVIOUS CONTRACT AWARD AMOUNT:	$6,567,736.69*
AMOUNT SPENT PREVIOUS CONTRACT:	$6,567,736.69*
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:	July 16, 2026 through July 15, 2027

COMMENTS: *5-year refresh plan of infrastructure and technology accounts for increase over previous renewal. State contract discount remains unchanged.

GWINNETT 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: Bethany White, Purchasing Associate II
Purchasing Division, Department of Financial Services

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

FROM: John Kable, ITS Assistant Director
Department of Information Technology Services

SUBJECT: Recommendation to Renew OS018-19 Purchase of Cisco Networking Equipment and IT Infrastructure Products and Services on an Annual Contract

DATE: June 18, 2026

REQUESTED ACTION
The Department of Information Technology Services recommends the renewal of the above referenced contract with Computacenter United States Inc. in the amount not to exceed $11,342,744.93 for the period of July 16, 2026 through July 15, 2027.

DESCRIPTION
The Cisco products covered by this contract are strategically positioned across various County locations, notably including the Gwinnett Justice and Administration Center, Police Headquarters, and the Sheriff's Detention Center. This contract serves a multifaceted purpose, ranging from infrastructure upgrades to the renewal of Cisco Security EA, Cisco Flex phone systems, Red Sky software, and support for renovation projects, new construction initiatives, and relocations.

For renewal, the base amount of the contract is intricately tied to the commencement and conclusion dates of approved 2026 capital projects, as well as projects reliant on the approval of 2027 funding allocations. This contract encompasses the network, security, and phone aspects of several vital projects, including:

- Renewal of existing Cisco software services such as Security EA, Cisco Flex phone, Red Sky software, and other pertinent Cisco services.
- Ongoing replacement efforts for countywide Cisco hardware and software reaching End-of-Sale, End-of-Software Maintenance, and Last-Date-of-Support statuses, encompassing network firewalls, data switches, routers, Cisco Unified Computing System (UCS), phone handsets, wireless access points, licenses, and more.
- Implementation of a county-wide fiber ring to bolster connectivity infrastructure.
- Deployment of Cisco equipment to support county-wide video surveillance initiatives at various locations.

- Involvement in projects led by the Department of Water Resources, covering cybersecurity, network switches, wireless access points, and licensing needs.
- Collaboration with the Department of Transportation for traffic control network switch replacements and Department of Support Services for new or remodeling buildings.

This contract's pricing framework is derived from the State of Georgia Networking Equipment and IT Infrastructure Products Convenience Contract with the Georgia Department of Administrative Services, reference number #99999-SPD-T20120501-0006, specifically tailored for the procurement of Cisco Hardware Equipment, Cisco Software and IT Infrastructure Products and Services.

FINANCIAL

1. Estimated amount to be spent: $11,342,744.93
2. Projected amount to be spent previous contract period: $6,567,736.69
3. Do total obligations agree with "Action Requested"? Yes _X_ No ___
4. Budgeted: Yes _X_ No ___
5. Grant Funded: Yes ___ No X
6. SPLOST Funded: Yes X No ___
7. Contact name: Constance Clinkscales Contact phone: 770 822-8987

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260833	20250265

☐ Grants ☐ Public Hearing ☑ Renewals

Department:	Information Technology Services			Date Submitted:	06/22/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – BW			Multiple Depts?	No
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to renew OS028-19, purchase of NetApp products and solutions on an annual contract (August 21, 2026 through August 20, 2027), with Computacenter United States, Inc., formerly known as ProSys Information Systems, Inc., using a competitively procured State of Georgia contract, amount not to exceed $466,863.27.

Attachments	Summary Sheet, Justification Letter, Justification Support
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Approval
BAC Action:	
Department Head	daparks (6/30/2026)
Attorney	jjkandel (7/6/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Admin Support	*	$241,005	brainey (7/6/2026)
Yes	Various Capital	**	$225,858	

Finance Comments	*The current balance in Other - Cloud Services Subscriptions is checked as items are purchased and services are provided. **Amount available in Network Infrastructure project. For FY2026, $80,335 is allocated. For FY2027 $386,528 is subject to budget approval.	FinDir's Initials: raroyal (7/6/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	Renewals
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – OS028-19 Purchase of NetApp Products and Solutions on an Annual Contract	
PURPOSE:	This contract will be used for storage, computing, and networking products and solutions to support the projected growth in data storage needed by various departments and the data backup and retention requirements.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$466,863.27*
PREVIOUS CONTRACT AWARD AMOUNT:	$759,524.24*
AMOUNT SPENT PREVIOUS CONTRACT:	$707,315.00*
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 21, 2026 through August 20, 2027

COMMENTS: *The previous renewal included additional storage for the Sheriff's Office. State contract discount percentages are unchanged.

GWINNETT 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: Bethany White, Purchasing Associate II
Purchasing Division, Department of Financial Services

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

FROM: John Kable, ITS Assistant Director
Department of Information Technology Services

SUBJECT: Recommendation to Renew OS028-19
Purchase of NetApp Products and Solutions on an Annual Contract

DATE: June 17, 2026

REQUESTED ACTION

The Department of Information Technology Services requests renewal of the above referenced contract with Computacenter United States Inc. for the period of August 21, 2026, through August 20, 2027 in the amount not to exceed $466,863.27.

DESCRIPTION

The Department of Information Technology Services is leveraging the State of Georgia contract 99999-001-SPD0000139-0005 for NetApp products and services. It is in the best interest of Gwinnett County to piggy-back on this contract as it allows local governments to purchase products and services at significantly reduced discounts and is competitively procured by the State of Georgia.

Anticipated uses of the contract are for the storage, computing, and networking portions to support projected growth in data storage needed by various departments, and to meet the data backup and retention requirements. This contract includes the maintenance for existing storage hardware and software and provides the means to plan and purchase future growth for county needs related to data retention. The immediate and future impact if not renewed would be significant.

Specifically, this renewal allows us to receive NetApp support for our current NetApp HCI VM environment, Facility Video environments, as well as our Commvault backup storage capabilities. This would benefit all departments in the county since they rely on these services.

FINANCIAL

1. Estimated amount to be spent: $466,863.27
2. Projected amount to be spent in the previous contract period: $707,315.00
3. Do total obligations agree with "Action Requested"? Yes _X_ No ___
4. Budgeted: Yes _X_ No ___
5. Grant Funded: Yes ___ No X
6. SPLOST Funded: Yes ___ No X
7. Contact name: Constance Clinkscales Contact phone: 770 822-8987

Computacenter United States Inc. Sales Proposal

QT-000341540- Version : 1

Opportunity Re□erence OP□28528

Sold To
Gwinnett County
75 Langley Dr
Lawrenceville GA 30046-6935

Created Date	05□22□2026
Validity Date	Pricing is valid until 0□□□1□2026
Terms	□0 days net
Sales Rep	Chris McElrath
Sales Rep Phone	
Sales Rep □a□	
Sales Rep Email	chris□mcelrath□ computacenter□com
Inside Sales Rep	Bar□ara Ballard
Inside Sales Rep Phone	
Inside Sales Rep □a□	
Inside Sales Rep Email	□ar□ara□□allard□ computacenter□com
Contact □ame	Calvin Garner
Email	calvin□garner□ gwinnettcounty□com
Phone	□□0□822□8000

Ship To
GWINNETT COUNTY GOV
Information Technology Services
Loading Dock
455 Grayson Hwy Ste 100
Lawrenceville GA 30046-7119 US

Planning Quote for NetApp Support 2027

Total Extended List Price	**264,820.38**
Subtotal	**241,005.45**
Total	**241,005.45**
Quote Currency	**USD**

Special Quote Notes

Contract# OS028-19
NetApp State of Georgia Contract 99999-001-SPD0000139-0005

Computacenter

DETAILED ITEM OVERVIEW

QT-000341540- Version : 1

Line #	MFG	Part #	Qty	Description	List Price in USD	Discount %	Sell Price in USD	Extd Sell Price in USD
Default1								
001		CS□O2□□HR	1	SupportEdge Premium □hr Onsite	16□□2□□81	5□0 □	15□51□□□2	15□51□□□2
Subtotal								**15,513.32**
Default2								
002		CS□W□RR□□TY□E□TE□SIO□	1	Warranty E□tension	1□□□□2□52	5□0 □	16□5□0□□□	16□5□0□□□
Subtotal								**16,570.39**
Default3								
00□		CS□□HR□REPL□CEME□T	6	□hr Parts Delivery and Replacement	20□00	5□0 □	1□□00	11□□00
Subtotal								**114.00**
Default4								
00□		CS□G1□SE□□DVISOR	6	SupportEdge □dvisor	100□00	5□0 □	□5□00	5□0□00
Subtotal								**570.00**
Default5								
005		CS□□HR□REPL□CEME□T	□	□hr Parts Delivery and Replacement	20□00	5□0 □	1□□00	1□□□00
Subtotal								**133.00**
Default6								
006		CS□G1□SE□□DVISOR	□	SupportEdge □dvisor	100□00	5□0 □	□5□00	665□00
Subtotal								**665.00**
Default7								
00□		CS□□HR□REPL□CEME□T	□	□hr Parts Delivery and Replacement	1□5□8□00	5□0 □	1□□□□□10	1□□□□1□□0
Subtotal								**13,491.90**
Default8								
008		CS□G1□SE□□DVISOR	□	SupportEdge □dvisor	□8□0□00	5□0 □	□□□□5□50	6□□□5□□50
Subtotal								**67,459.50**
Default9								
00□		CS□□HR□REPL□CEME□T□G□	2	□hr Parts Replacement	10□□□2	5□0 □	10□2□	208□□6
Subtotal								**208.46**
Default10								
010		SVC□□DVISOR□□G61016G□0L	2	SupportEdge □dvisor	2□□□28	5□0 □	28□□□2	568□6□
Subtotal								**568.64**
Default11								
011		CS□O2□□HR	1	SupportEdge Premium □hr Onsite	11□628□16	5□0 □	11□0□6□□5	11□0□6□□5
Subtotal								**11,046.75**
Default12								
012		CS□W□RR□□TY□E□TE□SIO□	1	Warranty E□tension	12□□□0□□1	5□0 □	11□□2□□2□	11□□2□□2□
Subtotal								**11,723.29**

Line #	MFG	Part #	Qty	Description	List Price in USD	Discount %	Sell Price in USD	Extd Sell Price in USD
Default13								
01□		CS□□HR□REPL□CEME□T	□	□hr Parts Delivery and Replacement	20□00	5□0 □	1□□00	5□□00
Subtotal								**57.00**
Default14								
01□		CS□G1□SE□□DVISOR	□	SupportEdge □dvisor	100□00	5□0 □	□5□00	285□00
Subtotal								**285.00**
Default15								
015		CS□□HR□REPL□CEME□T	□	□hr Parts Delivery and Replacement	1□5□8□00	5□0 □	1□□□□10	□□□□□0
Subtotal								**4,497.30**
Default16								
016		CS□G1□SE□□DVISOR	□	SupportEdge □dvisor	□8□0□00	5□0 □	□□□5□50	22□86□50
Subtotal								**22,486.50**
Default17								
01□		CS□□HR□REPL□CEME□T	2	□hr Parts Delivery and Replacement	□□8□08	18□0 □	2□□□□05	5□558□10
Subtotal								**5,558.10**
Default18								
018		CS□G1□SE□□DVISOR	2	SupportEdge □dvisor	16□□□5□□1	18□0 □	1□□8□5□2□	2□□□□0□□8
Subtotal								**27,790.48**
Default19								
01□		CS□□HR□REPL□CEME□T	2	□hr Parts Delivery and Replacement	□□□8□08	18□0 □	2□□□□05	5□558□10
Subtotal								**5,558.10**
Default20								
020		CS□G1□SE□□DVISOR	2	SupportEdge □dvisor	16□□□5□□1	18□0 □	1□□8□5□2□	2□□□□0□□8
Subtotal								**27,790.48**
Default21								
021		CS□O2□□HR	2	SupportEdge Premium □hr Onsite	2□2□□□6□	5□0 □	2□160□□□	□□□21□88
Subtotal								**4,321.88**
Default22								
022		CS□W□RR□□TY□E□TE□SIO□	2	Warranty E□tension	2□□1□□1□	5□0 □	2□2□8□18	□5□6□□6
Subtotal								**4,596.36**

Total Extended List Price	**264,820.38**
Subtotal	**241,005.45**
Total	**241,005.45**
Quote Currency	**USD**

Terms and Conditions

This quote is provided for budgeting purposes only and is subject to change or withdrawal at any time, in Computacenter's sole discretion, without prior notice.

□ny purchase order issued pursuant to this □uote shall □e su□□ect to the duly e□ecuted master agreement entered into □etween the parties or their respective a□iliates□I□no such agreement e□ists□the customer here□y agrees to the Products and Services Terms and Conditions as set □orth at https□□www□computacenter□com□en□us□standard□tscs□o□□sale □each herein referred to as an "MPSA"), and export provisions set out at https://www.computacenter.com/en/sanctions-and-export-compliance.

This □uote may contain estimated applica□le ta□es and does □OT include insurance□shipping□duties□tari□s □including tari□□charges imposed □y the applica□le OEM or distri□utor□□ delivery□installation□setup □ees□or any ca□les or ca□ling services or material□Such amounts will □e set □orth on the invoice□□n estimate o□these amounts may □e provided upon re□uest□I□applica□le□customer must provide a valid ta□e□emption certi□icate prior to invoicing□

Supply is su□□ect to availa□ility□□otwithstanding anything to the contrary in the MPS□□Computacenter may cancel any order placed pursuant to this □uote without lia□ility at any time prior to the shipment o□the products □rom the applica□le OEM or distri□utor□□ll purchase orders issued pursuant to this □uote are non□cancella□le □y customer unless permitted □y the applica□le OEM or distri□utor□I□cancellation is permitted□then cancellation and□or restoc□ing □ees may apply□Permitted returns must □e issued an RM□□ prior to return□So□tware may not □e returned□

Customer accepts this □uote under the terms and conditions herein □y issuing a purchase order□□ny additional terms set □orth in the customer's purchase order shall have no □orce and e□□ect□

https□□www□computacenter□com□en□us□standard□tscs□o□□sale
https□□www□computacenter□com□en□sanctions□and□e□port□compliance

Computacenter United States Inc. Sales Proposal

QT-000347588- Version : 1

Opportunity Re□erence OP□□1□28

Sold To
Gwinnett County
75 Langley Dr
Lawrenceville GA 30046-6935

Ship To
GWINNETT COUNTY GOV
Information Technology Services
Loading Dock
455 Grayson Hwy Ste 100
Lawrenceville GA 30046-7119 US

Created Date	06□1 □□2026
Validity Date	Pricing is valid until 0□□16□2026
Terms	□0 days net
Sales Rep	Chris McElrath
Sales Rep Phone	
Sales Rep □a□	
Sales Rep Email	chris□mcelrath□ computacenter□com
Inside Sales Rep	Bar□ara Ballard
Inside Sales Rep Phone	
Inside Sales Rep □a□	
Inside Sales Rep Email	□ar□ara□□allard□ computacenter□com
Contact □ame	Calvin Garner
Email	calvin□garner□ gwinnettcounty□com
Phone	□□0□822□8000

NetApp Brocade Switches

Total Extended List Price	**302,089.22**
Subtotal	**225,857.82**
Total	**225,857.82**
Quote Currency	**USD**

Special Quote Notes

Contract OS028-19
State of GA 99999-001-SPD0000139-0005

Computacenter

DETAILED ITEM OVERVIEW

QT-000347588- Version : 1

Line #	MFG	Part #	Qty	Description	List Price in USD	Discount %	Sell Price in USD	Extd Sell Price in USD
001		□800E□R6	□	Power Ca□le□□orth □merica□R6	16□50	25□0 □	12□□8	□□52
002		□□G□20□2□□6□G□PE	2	Switch□BRCD G□20 2□Pt 6□G SW S□P PTS□	□□□86□0□	25□0 □	□□□0□□□5□	□□□0□□□1□
00□		□□MIDR8PTPOD□6□G	6	Switch □Brocade Gen □ □6□GB□G□20 □1R□ □Wired □6□G□ps □Giga□it Ethernet □ □one Processor □□0V to 26□V □ R□DI□S□T□C□CS□ □□ES□SSL □LED Indicators □ HTTP□HTTPS□S□MP□SSH□SYSLOG □S□P□R□□□5□serial console port□and □SB port	18□022□02	25□0 □	1□□516□52	81□0□□□12
00□		CS□□HR□REPL□CEME□T□G□	2	□hr Parts Replacement	□□□□86	□0□0 □	2□6□□2	5□2□6□
005		SVC□□DVISOR□□G□206□G□PE	2	SupportEdge □dvisor	1□86□□8□	□0□0 □	1□121□□0	2□2□□□80
006		BSWITCH□G□20	2	BSWITCH□G□20	0□00	0□0 □	0□00	0□00
00□		□□000□□8	16	S□P□Brocade □2G□LWL S□P□ SEC 1□P□	5□6□□□□□	25□0 □	□2□□□10	6□□□□□60
Subtotal								**225,857.82**

Total Extended List Price	**302,089.22**
Subtotal	**225,857.82**
Total	**225,857.82**
Quote Currency	**USD**

This quote is provided for budgeting purposes only and is subject to change or withdrawal at any time, in Computacenter's sole discretion, without prior notice.

□ny purchase order issued pursuant to this □uote shall □e su□□ect to the duly e□ecuted master agreement entered into □etween the parties or their respective a□iliates□ □no such agreement exists, the customer hereby agrees to the Products and Services Terms and Conditions as set forth at https://www.computacenter.com/en-us/standard-tscs-of-sale (each herein referred to as an "MPSA"), and export provisions set out at https://www.computacenter.com/en/sanctions-and-export-compliance.

This quote may contain estimated applicable taxes and does NOT include insurance, shipping, duties, tariffs (including tariff charges imposed by the applicable OEM or distributor), delivery, installation□setup □ees□or any ca□les or ca□ling services or material□Such amounts will □e set □orth on the invoice□□n estimate o□these amounts may □e provided upon re□uest□ □ applicable, customer must provide a valid tax exemption certificate prior to invoicing.

Supply is su□□ect to availa□ility□□otwithstanding anything to the contrary in the MPS□□Computacenter may cancel any order placed pursuant to this □uote without lia□ility at any time prior to the shipment of the products from the applicable OEM or distributor. All purchase orders issued pursuant to this quote are non-cancellable by customer unless permitted by the applicable OEM or distributor. If cancellation is permitted, then cancellation and/or restocking fees may apply. Permitted returns must be issued an RMA# prior to return. Software may not be returned.

Customer accepts this quote under the terms and conditions herein by issuing a purchase order. Any additional terms set forth in the customer's purchase order shall have no force and e□□ect□

https□□www□computacenter□com□en□us□standard□tscs□o□□sale
https□□www□computacenter□com□en□sanctions□and□e□port□compliance

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260836	20251086

☐ Grants ☐ Public Hearing ☑ Renewals

Department:	Information Technology Services			Date Submitted:	06/22/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – BW			Multiple Depts?	No
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to renew BL159-23, provision of Nutanix hardware, software, support and maintenance on an annual contract (December 6, 2026 through December 5, 2027), with Computacenter United States, Inc., formerly known as ProSys Information Systems, Inc., amount not to exceed $238,229.98.

Attachments	Summary Sheet, Justification Letter, Justification Support
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Approval
BAC Action:	
Department Head	daparks (6/30/2026)
Attorney	jjkandel (7/6/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Admin Support	*	$238,230	brainey (7/6/2026)

Finance Comments	FinDir's Initials
*The current balance in Other - Cloud Services Subscriptions is checked as items are purchased and services are provided. For FY2026, $19,853 is allocated. For FY2027, $218,377 is subject to budget approval.	raroyal (7/6/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	Renewals
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – BL159-23
Provision of Nutanix Hardware, Software, Support & Maintenance on an Annual Contract

PURPOSE:	This contract is to allow the procurement of required Nutanix hardware, associated software, and maintenance to support Gwinnett County Public Safety Solution Enterprise CAD/Mobile UX, and Fire Records environment. This request is needed to address the organic growth of the Nutanix computer and storage hardware, cabling, software licenses, and diagnostic tools necessary to support the continued operating needs of the Nutanix infrastructure at Police Annex-911 Data Center, GJAC Data Center, and the Bay Creek Data Center.
LOCATION:	Department of Information Technology Services
AMOUNT TO BE SPENT:	$238,229.98
PREVIOUS CONTRACT AWARD AMOUNT:	$228,881.46
AMOUNT SPENT PREVIOUS CONTRACT:	$228,881.46
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	4% 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:	December 6, 2026 through December 5, 2027

COMMENTS:

GWINNETT 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: Bethany White, Purchasing Associate II
Purchasing Division, Department of Financial Services

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

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

SUBJECT: Recommendation to Renew BL159-23 Provision of Nutanix Hardware, Software, Support & Maintenance on an annual contract.

DATE: June 9, 2026

REQUESTED ACTION

The Department of Information Technology Services recommends renewal of the above referenced contract with Computacenter United States Inc. for the period of December 6, 2026, through December 5, 2027 in the amount not to exceed $238,229.98.

DESCRIPTION

This contract is to allow the procurement of required Nutanix hardware, associated software, and maintenance to support Gwinnett County Public Safety Solution Enterprise CAD / Mobile UX, and FireRECORDS environment. This request is needed to address the organic growth of the Nutanix computer and storage hardware, cabling, software licenses, and diagnostic tools necessary to support the continued operating needs of the Nutanix infrastructure at Police Annex-911 Data Center, GJAC Data Center, and Bay Creek Data Center.

The equipment and services provided will improve flexibility, load balancing, and reduce response time for Public Safety applications. This will also provide enhancements to the Public Safety application environment with a centralized management interface, reliability, availability, and serviceability (RAS) to accommodate mission critical data.

FINANCIAL

1. Estimated amount to be spent: $238,229.98.
2. Projected amount to be spent previous contract period: $228,881.46
3. Do total obligations agree with "Action Requested"? Yes __X__ No ____
4. Budgeted: Yes __X__ No ___
5. Grant Funded: Yes ____ No X
6. SPLOST Funded: Yes ___ No X
7. Contact name: Constance Clinkscales Contact phone: 770-822-8987

Computacenter United States Inc. Sales Proposal

QT-000341826- Version : 1

Opportunity Re□erence OP2□1□□□

Sold To
Gwinnett County
75 Langley Dr
Lawrenceville GA 30046-6935

Created Date	05□26□2026
Validity Date	Pricing is valid until 08□0□□2026
Terms	□0 days net
Sales Rep	Chris McElrath
Sales Rep Phone	
Sales Rep □a□	
Sales Rep Email	chris□mcelrath□ computacenter□com
Inside Sales Rep	Bar□ara Ballard
Inside Sales Rep Phone	
Inside Sales Rep □a□	
Inside Sales Rep Email	□ar□ara□□allard□ computacenter□com
Contact □ame	Calvin Garner
Email	calvin□garner□ gwinnettcounty□com
Phone	□□0□822□8000

Ship To
GWINNETT COUNTY GOV
Information Technology Services
Loading Dock
455 Grayson Hwy Ste 100
Lawrenceville GA 30046-7119 US

Gwinnett County Nutanix RNWL SO#5013552613

Subtotal	**238,229.98**
Total	**238,229.98**
Quote Currency	**USD**

Special Quote Notes

Contract BL159-23

DETAILED ITEM OVERVIEW

QT-000341826- Version : 1

Line #	MFG	Part #	Qty	Description	Sell Price in USD	Extd Sell Price in USD
Default1						
001		RSW□□CI□PRO□PR	1□2	Su□scription Renewal□□utani□Cloud In□rastructure □□CI□Pro So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CI□PRO□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□51□□LIC□02□□□□□□Vend	□8□0□	□□6□5□68
Subtotal						**74,695.68**
Default2						
002		RSW□E□C□PRO□PR	50	Su□scription Renewal□End □ser Computing □E□C□Pro So□tware License □ Production So□tware Support Service □or 1 □ser□1 Year□utani□ □RSW□E□C□ PRO□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 25SW000□0800□□LIC□02518160Vendor □uote□□□□ □□1□□	126□0□	6□□0□□50
Subtotal						**6,303.50**
Default3						
00□		RSW□E□C□PRO□PR	50	Su□scription Renewal□End □ser Computing □E□C□Pro So□tware License □ Production So□tware Support Service □or 1 □ser□1 Year□utani□ □RSW□E□C□ PRO□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 25SW000□08010□LIC□02518161Vendor □uote□□□□ □□1□□	126□0□	6□□0□□50
Subtotal						**6,303.50**
Default4						
00□		RSW□□CI□PRO□PR	160	Su□scription Renewal□□utani□Cloud In□rastructure □□CI□Pro So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CI□PRO□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□52□□LIC□02□□□□□8Vend	□8□0□	62□2□6□□0
Subtotal						**62,246.40**
Default5						
005		RSW□□CI□PRO□PR	2□	Su□scription Renewal□□utani□Cloud In□rastructure □□CI□Pro So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CI□PRO□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□52□□LIC□02□□□□□Vend	□8□0□	□□□6□□6
Subtotal						**9,336.96**
Default6						
006		RSW□□CI□PRO□PR	2□	Su□scription Renewal□□utani□Cloud In□rastructure □□CI□Pro So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CI□PRO□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□525□LIC□02□□□□00Vend	□8□0□	□□□6□□6
Subtotal						**9,336.96**

Line #	MFG	Part #	Qty	Description	Sell Price in USD	Extd Sell Price in USD
Default7						
00□		RSW□□CM□STR□PR	20	Su□scription Renewal□□utani□Cloud Manager □□CM□Starter So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CM□STR□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□526□LIC□02□□□□01Vendor	6□56	1□2□1□20
Subtotal						**1,271.20**
Default8						
008		RSW□□CM□STR□PR	20	Su□scription Renewal□□utani□Cloud Manager □□CM□Starter So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CM□STR□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□52□□LIC□02□□□□02Vendor	6□56	1□2□1□20
Subtotal						**1,271.20**
Default9						
00□		RSW□□CM□STR□PR	20	Su□scription Renewal□□utani□Cloud Manager □□CM□Starter So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CM□STR□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□528□LIC□02□□□□0□Vendor	6□56	1□2□1□20
Subtotal						**1,271.20**
Default10						
010		RSW□□CM□STR□PR	2□	Su□scription Renewal□□utani□Cloud Manager □□CM□Starter So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CM□STR□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□52□□LIC□02□□□□0□Vendor	6□56	1□525□□□
Subtotal						**1,525.44**
Default11						
011		RSW□□CM□STR□PR	20	Su□scription Renewal□□utani□Cloud Manager □□CM□Starter So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CM□STR□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□5□0□LIC□02□□□□05Vendor	6□56	1□2□1□20
Subtotal						**1,271.20**
Default12						
012		RSW□□CM□STR□PR	20	Su□scription Renewal□□utani□Cloud Manager □□CM□Starter So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CM□STR□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□5□1□LIC□02□□□□06Vendor	6□56	1□2□1□20
Subtotal						**1,271.20**
Default13						

Line #	MFG	Part #	Qty	Description	Sell Price in USD	Extd Sell Price in USD
01□		RSW□□CM□STR□PR	20	Su□scription Renewal□□utani□Cloud Manager □□CM□Starter So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CM□STR□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□5□2□LIC□02□□□□0□Vendor	6□□56	1□2□1□20
Subtotal						**1,271.20**
Default14						
01□		RSW□□CM□STR□PR	20	Su□scription Renewal□□utani□Cloud Manager □□CM□Starter So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CM□STR□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□5□□□LIC□02□□□□08Vendor	6□□56	1□2□1□20
Subtotal						**1,271.20**
Default15						
015		RSW□□CM□STR□PR	2□	Su□scription Renewal□□utani□Cloud Manager □□CM□Starter So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CM□STR□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□5□□□LIC□02□□□□0□Vendor	6□□56	1□525□□□
Subtotal						**1,525.44**
Default16						
016		RSW□□CM□STR□PR	20	Su□scription Renewal□□utani□Cloud Manager □□CM□Starter So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CM□STR□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□1□5□5□LIC□02□□□□10Vendor	6□□56	1□2□1□20
Subtotal						**1,271.20**
Default17						
01□		RSW□□CM□STR□PR	56	Su□scription Renewal□□utani□Cloud Manager □□CM□Starter So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CM□STR□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□251□8□LIC□02□□1615Vendor	6□□56	□55□□6
Subtotal						**3,559.36**
Default18						
018		RSW□□CI□PRO□PR	56	Su□scription Renewal□□utani□Cloud In□rastructure □□CI□Pro So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CI□PRO□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□251□6□LIC□02□□161□Vend	□8□0□	21□86□2□
Subtotal						**21,786.24**
Default19						

Line #	MFG	Part #	Qty	Description	Sell Price in USD	Extd Sell Price in USD
01□		RSW□□CI□PRO□PR	56	Su□scription Renewal□□utani□Cloud In□rastructure □□CI□Pro So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CI□PRO□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□251□□□LIC□02□□161□Vend	□8□0□	21□86□2□
Subtotal						**21,786.24**
Default20						
020		RSW□□CM□STR□PR	56	Su□scription Renewal□□utani□Cloud Manager □□CM□Starter So□tware License □ Production So□tware Support Service □or 1 CP□ Core□1 Year Term□utani□ □RSW□ □CM□STR□PRStart Date□12□06□2026End Date□12□05□202□Serial □um□er□ 2□SW000□251□□□LIC□02□□1616Vendor	6□□56	□55□□6
Subtotal						**3,559.36**
Default21						
021		RS□HW□PRD□ST	10	2□□□ Production Level Short Term HW Support Renewal □or □utani□HCI appliance□ □□□1□0□G8□□VME□utani□ □RS□HW□PRD□STStart Date□ 12□06□2026End Date□12□05□202□Serial □um□er□2□SH5M500008□ 2□SH5M50000□□2□SH5M500010□2□SH5M500001□2□SH5M500002□ 2□SH5M50000□□	60□5□	6□0□5□□0
Subtotal						**6,095.30**

Subtotal	**238,229.98**
Total	**238,229.98**
Quote Currency	**USD**

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260837	20250320

☐ Grants ☐ Public Hearing ☑ Renewals

Department:	Information Technology Services			Date Submitted:	06/22/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado - BW			Multiple Depts?	No
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to renew OS025-16, FileNet support and maintenance on an annual contract (October 1, 2026 through September 30, 2027), with IBM Corporation, using a competitively procured State of Georgia contract, amount not to exceed $220,073.23.

Attachments	Summary Sheet, Justification Letter, Justification Support
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Approval
BAC Action:	
Department Head	daparks (6/30/2026)
Attorney	jjkandel (7/6/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Admin Support	*	$193,664	brainey (7/6/2026)
Yes	Water & Sewer Op	*	$19,807	
Yes	General	*	$6,602	

Finance Comments	*The current balance in Technical - License Support Agreements is checked as services are provided. For FY2026, $55,018 is allocated. For FY2027, $165,055 is subject to budget approval.	FinDir's Initials: raroyal (7/6/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	Renewals
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – OS025-16
FileNet Support and Maintenance on an Annual Contract

PURPOSE:	This contract is for the support and maintenance of the FileNet system, which is used enterprise wide to store and retrieve documents, images, and media in an electronic format for daily use, as well as for archiving and disaster recovery purposes.
LOCATION:	Department of Information Technology Services
AMOUNT TO BE SPENT:	$220,073.23
PREVIOUS CONTRACT AWARD AMOUNT:	$200,070.86
AMOUNT SPENT PREVIOUS CONTRACT:	$200,070.86
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	10% 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:	October 1, 2026 through September 30, 2027

COMMENTS:

GWINNETT 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: Bethany White, Purchasing Associate II
Purchasing Division, Department of Financial Services

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

FROM: Rebar Amedi, Deputy Director of Enterprise Applications and Development
Department of Information Technology Services

SUBJECT: Recommendation to renew OS025-16 FileNet Support & Maintenance on an Annual Contract

DATE: June 4, 2026

REQUESTED ACTION
The Department of Information Technology Services recommends renewal of the above referenced annual support contract for the period of October 1, 2026 through September 30, 2027 with IBM Corporation in the amount not to exceed $220,073.23.

DESCRIPTION
Gwinnett County is leveraging the State of Georgia contract # 99999-SPD-SPD0000060-0001 for the FileNet Content Management System Maintenance. FileNet is used throughout the County to store and retrieve documents, images, and media in an electronic format for daily use as well as archiving and disaster recovery purposes. This renewal includes annual software subscription maintenance and support for the following: Enterprise Wide, DWR and Sheriff.

It is in the best interest of Gwinnett County to piggyback on State of Georgia contract # 99999-SPD-SPD0000060-0001, as it allows local governments to purchase products and services at significantly-reduced discounts and is routinely competitively procured by the State of Georgia. This state contract provides for a wide range of FileNet related licenses and services. In addition, this contract provides for professional services and training services.

FINANCIAL
1. Estimated amount to be spent: $220,073.23
2. Projected amount to be spent previous contract period: $200,070.86
3. Do total obligations agree with "Action Requested"? Yes _X_ No ____
4. Budgeted: Yes _X_ No ____
5. Grant Funded: Yes ___ No X
6. SPLOST Funded: Yes ___ No X
7. Contact name: Constance Clinkscales Contact phone: 770 822-8987

International Business Machines Corporation

International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM Software Subscription and Support Renewal Quote

Renewal Contact
Attn: Patty Cox
Gwinnett County BOC (DoITS)
75 Langley Drive
LAWRENCEVILLE GA 30046-6900
UNITED STATES

Passport Advantage Contact
Attn: Patty Cox
Gwinnett County BOC (DoITS)
75 Langley Drive
LAWRENCEVILLE GA 30046-6900
UNITED STATES

Technical Contact
Attn: Heather Smith
Gwinnett County BOC (DoITS)
75 Langley Drive
LAWRENCEVILLE GA 30046-6900
UNITED STATES

Passport Advantage Customer Information		IBM Renewal Contact Information	
Quotation Number:	27458548	IBM Renewal Representative:	JOHN KINEL
Passport Advantage Agreement Number:	117669	Phone Number:	
Passport Advantage Site Number:	3059653	eMail Address:	jkinel@us.ibm.com
IBM Customer Number:	2664100		
Anniversary Date:	01-Oct-2026		
Relationship SVP Level:	GV		
Quotation SVP Level:	GV		

Product Information

- Unit SVP Price: Is the IBM Suggested Volume Price.
- Unit Price: Is the price established for a full renewal completed prior to the Coverage Start date. This price may change if:
  - Your renewal is not completed prior to the Coverage Start Date, or
  - You request to renew a lesser quantity of a Part Number, or
  - You request to renew through an IBM Business Partner a Part Number which was previously acquired or renewed with IBM.
- Pricing is not inclusive of applicable freight charges, VAT/sales taxes. Such charges and taxes, if any, will be recalculated at the time of order processing.

Item No.	Part Number	Quantity	Total Points	Coverage Starts	Coverage Ends	Months	Unit SVP Price	Unit Price	Extended Amount
IBM FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal									
001	E0501LL	735	933.45	01-Oct-2026	30-Sep-2027	12	272.90	147.68	108,544.80
IBM FileNet Print Fonts Printer Annual SW Subscription & Support Renewal									
002	E052LLL	1	0.29	01-Oct-2026	30-Sep-2027	12	62.48	36.75	36.75

International Business Machines Corporation

International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

Item No.	Part Number	Quantity	Total Points	Coverage Starts	Coverage Ends	Months	Unit SVP Price	Unit Price	Extended Amount
IBM FileNet Print Printer Annual SW Subscription & Support Renewal									
003	E052MLL	2	14.84	01-Oct-2026	30-Sep-2027	12	1,598.00	973.34	1,946.68
IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal									
004	E025SLL	2,800	784.00	01-Oct-2026	30-Sep-2027	12	57.38	23.35	65,380.00
IBM Content Collector for SAP Applications Authorized User Value Unit Annual SW Subscription & Support Renewal									
005	E097JLL	500	370.00	01-Oct-2026	30-Sep-2027	12	150.50	88.33	44,165.00
Total Points & SVP Amount (USD)			2,102.58						220,073.23

Pricing not inclusive of applicable sales taxes.

Steps to renew

1. Review your IBM Software (S&S) Renewal Quote and Information Details.
2. Choose one of the following options to renew before your Coverage Start date:
   - Contact an IBM Business Partner for final pricing and fulfillment for those line items acquired or renewed previously through an IBM Business Partner
   - Contact your IBM Renewal Representative for fulfillment of those line items acquired or renewed previously through an IBM Representative jkinel@us.ibm.com
   - Sign in to your <Passport Advantage Online Site> and renew.
3. If we do not hear from you or your IBM Business Partner before 10/01/2026, we may renew your IBM Software S&S directly from IBM to the next anniversary date and invoice you for the amount due.

Important Reminders:

- If you request to renew some but not all of the quantities on the quote above, you must provide system generated documentation that verifies current uses and installations at least 30 days prior to the S&S Coverage Start date, or renew all expiring quantities.
- If you allow your S&S coverage to lapse, your S&S benefits will no longer be available including (1) access to new software versions, releases, fixes and (2) 24x7 technical support.
- If you wish to reinstate your lapsed S&S at a later date, you may do so for all uses and installations, however, the cost of reinstatement will be as much as three times the then current IBM Software S&S Unit SVP Prices.

We recommend that you renew IBM Software (S&S) for all uses and installations of IBM programs in your Quote.

If you have questions, please contact your IBM Renewal Representative or your IBM Business Partner(s) for those line items acquired or renewed previously through an IBM Business Partner(s).

IBM Terms and Conditions:
Your renewal order will be governed by and is subject to the terms of your IBM International Passport Advantage or the IBM International Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.

IBM's Data Processing Addendum (DPA) at https://ibm.com/dpa and the DPA Exhibit at https://www.ibm.com/terms/?id=DPA-Exhibit_TSS apply to IBM's processing of personal data on behalf of Client.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260795	20250675

☐ Grants ☐ Public Hearing ☑ Renewals

Department:	Water Resources			Date Submitted:	06/09/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – AW			Multiple Depts?	No
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to renew BL061-24, provision of coatings restoration on an annual contract (August 20, 2026 through August 19, 2027), with A&D Painting, Inc., amount not to exceed $1,650,000.00.

Attachments	Summary Sheet, Justification Letter
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Approval
BAC Action:	Water and Sewerage Authority Approved on June 29, 2026, Vote 4-0.
Department Head	rmshelton (6/22/2026)
Attorney	nlwood (7/2/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	$1,650,000	brainey (7/2/2026)

Finance Comments	FinDir's Initials
*The current balance in Supplies - Industry R&M is checked as services are provided. For FY2026, $450,000 is allocated. For FY2027, $1,200,000 is subject to budget approval.	raroyal (7/1/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session		Vote	No Action Taken
Action	Renewals		
Tabled			
Motion			
2nd by			

SUMMARY – BL061-24 Provision of Coatings Restoration on an Annual Contract	
PURPOSE:	This contract is used to provide products and services for the application of protective coatings to prevent corrosion on surfaces such as pipes, concrete, tanks, walls, other structures, and equipment at the water production facilities, water reclamation facilities, and pump stations.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$1,650,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	$1,450,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	$1,224,275.00
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 an approximate 7% increase in market pricing. However, the current vendor has agreed to hold pricing firm for the upcoming contract period.
CONTRACT TERM:	August 20, 2026 through August 19, 2027

COMMENTS:

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth2o.com

MEMORANDUM

TO: Anna West
Purchasing Associate II

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

FROM: Sean Meyer SM
Deputy Director, Facility Operations

SUBJECT: Recommendation for Renewal of BL061-24 Coatings Restoration on an Annual Contract

DATE: June 12, 2026

REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract with A&D Painting, Inc. in an amount not to exceed $1,650,000.00.

DESCRIPTION

This contract is used to provide products and services for the application of protective coatings to prevent corrosion on surfaces such as pipes, concrete, tanks, walls, other structures, and equipment at the water production facilities, water reclamation facilities, and pump stations. The scope of work covered by this contract includes removing existing coatings, preparing surfaces, and applying new coatings. The specific coatings utilized depend on the application and may include epoxy, vinyl-ester, polyethylene, and other specialized protective coatings.

FINANCIAL

1. Estimated amount to be spent: $1,650,000.00
2. Projected amount spent previous contract period: $1,224,275.00
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ___
5. Grant Funded: Yes ___ No X
6. SPLOST Funded: Yes ___ No X
7. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 AG

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260834	20250551

☐ Grants ☐ Public Hearing ☑ Renewals

Department:	Water Resources			Date Submitted:	06/22/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – JC			Multiple Depts?	No
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to renew SS008-24, provision of products and services for Allen-Bradley Rockwell Automation equipment on an annual contract (August 7, 2026 through August 6, 2027), with McNaughton-McKay Electric Company, amount not to exceed $3,584,700.00.

Attachments	Summary Sheet, Justification Letter
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Approval
BAC Action:	Water and Sewerage Authority Approved on June 29, 2026, Vote 4-0.
Department Head	rmshelton (6/23/2026)
Attorney	nlwood (7/2/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	$2,484,700	brainey (7/2/2026)
Yes	Water & Sewer Op	**	$1,100,000	

Finance Comments	*Amount available in Lanier FP Rehab/Replacement, Shoal Creek FP Rehab/Replacement, Tanks and Boosters Rehab/Replacement, and Pump Station Rehab/Replacement 2 projects. **The current balance in Supplies - Industry R&M is checked as items are purchased and services are provided. For FY2026, $1,050,000 is allocated. For FY2027, $2,534,700 is subject to budget approval.	FinDir's Initials: raroyal (7/1/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	Renewals
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – SS008-24
Provision of Products and Services for Allen-Bradley Rockwell Automation Equipment 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:	$3,584,700.00
PREVIOUS CONTRACT AWARD AMOUNT:	$3,200,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	$3,273,912.20
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	7.5% 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, 2026 through August 6, 2027

COMMENTS:

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth2o.com

MEMORANDUM

TO: Jenny Coleman
Purchasing Associate II

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

FROM: Sean Meyer SM
Deputy Director, Facility Operations

SUBJECT: Recommendation to Renew SS008-24, Provision of Products and Services for Allen-Bradley Rockwell Automation Products

DATE: June 12, 2026

REQUESTED ACTION

The Department of Water Resources recommends the renewal of Provision of Products and Services to McNaughton-McKay Electric Company for Allen-Bradley Rockwell Automation Products in an amount not to exceed $3,584,700.00.

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: $3,584,700.00
2. Projected amount spent previous contract period: $3,273,912.20
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ___
5. Grant Funded: Yes ___ No X
6. SPLOST Funded: Yes ___ No X
7. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 AG

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260811	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Commissioners			Date Submitted:	06/15/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	tegibson			Multiple Depts?	
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to appoint Michael Skarda (Incumbent Keith Asher) and Incumbents Helen Ellis and Eric Marlowe to the Upper Ocmulgee River Resource Conservation and Development Council, Inc. Terms expire June 20, 2027. Board of Commissioners Appointments

Attachments	Recommendation memo
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? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth20.com

MEMORANDUM

TO: Tina King, County Clerk
County Administration

FROM: Rebecca Shelton, PE RS
Director, Water Resources

SUBJECT: Upper Ocmulgee River Resource Conservation and Development Council, Inc.

DATE: June 12, 2026

The Department of Water Resources requests the reappointment of Helen Ellis and Eric Marlowe to the Upper Ocmulgee River Resource Conservation and Development Council, Inc. Their current term expires on June 20, 2026.

We request the appointment of Michael Skarda to replace Keith Asher, whose term expires on June 20, 2026.

If you have any questions, please contact me at 678.376.7033.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260861	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Commissioners			Date Submitted:	06/24/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	tegibson			Multiple Depts?	
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to appoint Incumbent Peg Murray to the Gwinnett Animal Control Hearing Board. Term expires July 31, 2027. District 4/Holtkamp

Attachments	None
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? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260939	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Commissioners			Date Submitted:	07/07/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	yturruviates			Multiple Depts?	
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to accept the resignation of Larry Cobb from the Merit Board. Term expires December 31, 2028. District 1/Carden

Attachments	None
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? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260940	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Commissioners			Date Submitted:	07/07/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	yturruviates			Multiple Depts?	
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to appoint Tami Wilder, Chairwoman's appointment, and Charles Mandrell Moore, District 3, to the Homelessness Task Force. Members serve at the pleasure of the Board of Commissioners.

Attachments	None
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? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260941	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Commissioners			Date Submitted:	07/07/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	yturruviates			Multiple Depts?	
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to appoint Jamin Harkness to the Development Advisory Committee as the Municipal-Gwinnett Planning Commission Representative. Incumbent Aysha Treadwell. Member serves at the pleasure of the Board of Commissioners. Board of Commissioners Appointment

Attachments	Recommendation Memo
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? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

From: Wylie, Denise
To: Gibson, Tammy
Cc: Raven, Roxanne; Thomas-Hawkins, Sandra
Subject: Development Advisory Committee Member Appointed on 6/1 ***place on 7/14/26 BOC Agenda***
Date: Tuesday, June 30, 2026 2:31:31 PM
Attachments: image001.png

Good afternoon, Tammy,

The Planning Commission voted to replace Ayesha Treadwell with Mr. Jamin Harkness as the Planning Commission appointee to the DAC at their 6/1 Meeting.

Additionally, we are still looking for the HOA Representative for the DAC. We will keep you posted.

Thanks, and have a great day!

Denise Wylie | Office Services Section Manager, Planning and Development | Gwinnett County Government | 678.518.6007
446 West Crogan Street, Suite 300, Lawrenceville, GA 30046 GwinnettCounty.com | *Follow us @GwinnettGov and sign up for email newsletters!*

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260942	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Commissioners			Date Submitted:	07/07/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	yturruviates			Multiple Depts?	
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to appoint Incumbent Anita Atkinson to the Gwinnett County Stormwater Authority, Seat 3. Term expires December 31, 2029. District 3/Watkins

Attachments	None

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? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	

Vote: No Action Taken

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260946	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Commissioners			Date Submitted:	07/08/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	yturruviates			Multiple Depts?	
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to appoint Incumbent Daniel Hilton, District 1, and Brandon Coleman, District 3 (Incumbent Dr. James Marshall Shepherd) to the Gwinnett County Sustainability Commission. Terms expire May 31, 2028. Members serve at the pleasure of the Board of Commissioners.

Attachments	None
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? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260853	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Financial Services			Date Submitted:	06/24/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – JM			Multiple Depts?	Yes
Agenda Type	Award				

Item of Business: Locked by Purchasing: No

BL079-26, purchase of stormwater pipe on an annual contract (August 25, 2026 through August 24, 2027) to Foley Products Company, LLC and Southeast Culvert, Inc., amount not to exceed $146,000.00. This contract is funded 89% by the Stormwater Operating Fund and 11% by the 2017 SPLOST Program.

Attachments	Summary Sheet, Justification Letters, Tabulation
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Award
BAC Action:	
Department Head	raroyal (6/25/2026)
Attorney	abcauthen (7/10/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Stormwater Op	*	$130,000	brainey (7/10/2026)
Yes	2017 SPLOST	**	$16,000	

Finance Comments	*The current balance in Supplies - Industry R&M is checked as items are purchased. **Amount available in Gap / In House / Rehab project. For FY2026, $54,000 is allocated. For FY2027, $92,000 is subject to budget approval.	FinDir's Initials: raroyal (7/10/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – BL079-26 Purchase of Stormwater Pipe on an Annual Contract	
PURPOSE:	Multiple departments use this contract to purchase reinforced concrete, corrugated metal, and high density polyethylene pipe used during stormwater repairs and for installation on roadways as part of quick fix projects.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$146,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	$115,000.00*
AMOUNT SPENT PREVIOUS CONTRACT:	$105,000.00*
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	10.9% decrease
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	668 61 website viewings
NUMBER OF RESPONSES:	3
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 25, 2026 through August 24, 2027

COMMENTS: *This contract combines BL112-23 Purchase of Reinforced Concrete Pipe and Corrugated (Aluminized) Steel Pipe and Bands on an Annual Contract and PA036-23 Supplemental Purchase of Reinforced Concrete Pipe on a Six (6) Month Contract. These amounts reflect award and expenditure totals for both contracts.

GWINNETT COUNTY
DEPARTMENT OF TRANSPORTATION
446 West Crogan Street, Suite 410 | Lawrenceville, GA 30046-2440
770.822.7400
GwinnettCounty.com

MEMORANDUM

TO: Jordan Mitchell, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Edgardo E. Aponte, P.E., Director
Department of Transportation

FROM: Jeff Charlton, RLA, Division Director
Department of Transportation

SUBJECT: **Recommendation to Award BL079-26**
Purchase of Stormwater Pipe on an Annual Contract

DATE: June 15, 2026

REQUESTED ACTION

The Department of Transportation recommends award of the above referenced contract to Foley Products Company, LLC and Southeast Culvert, Inc. in the departmental allocation of $16,000.00.

DESCRIPTION

This contract will be used to purchase stormwater pipes for installation on roadways as part of quick fix projects.

References Checked: Yes _X_ No_____

FINANCIAL

1. Estimated amount to be spent: $16,000.00
2. Projected 12-month amount spent previous contract period: $10,000.00
3. Do total obligations agree with "Action Requested"? Yes x No __
4. Budgeted: Yes _X_ No ___
5. Grant Funded: Yes___ No_X___
6. SPLOST Funded: Yes_X_ No_____
7. Contact name: Paul Brown Contact phone: 770.822.7558

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth2o.com

MEMORANDUM

TO: Jordan Mitchell
Purchasing Associate II

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

FROM: Kevin Middlebrooks KAM
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Award BL079-26
Purchase of Stormwater Pipe on an Annual Contract

DATE: June 4, 2026

REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract to Foley Products Company, LLC and Southeast Culvert, Inc. in the departmental allocation of $130,000.00.

DESCRIPTION

The Department of Water Resources uses this multi-departmental contract to purchase reinforced concrete, corrugated metal, and high density polyethylene pipe used during stormwater repairs.

References checked? Yes __X__ No ____

FINANCIAL

1. Estimated amount to be spent: $130,000.00
2. Projected amount to be spent previous contract period: BL112-23 $65,000.00 / PA036-23 $30,000.00
3. Do total obligations agree with "Action Requested"? Yes __X__ No ____
4. Budgeted: Yes __X__ No _____ N/A _____
5. Grant Funded: Yes ____ No __X__
6. SPLOST Funded: Yes ____ No __X__
7. Contact name: Adam Garmon Contact phone: (678)376-7181 AG

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260856	20250657

☑ Grants ☐ Public Hearing ☐ Renewals

Department:	Financial Services			Date Submitted:	06/24/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing - Brandi Cantie - SA			Multiple Depts?	Yes
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to renew BL060-24, purchase of groceries on an annual contract (July 21, 2026 through July 20, 2027), with Good Source Solutions; Performance Foodservice; and Sutherland's Foodservice, Inc., amount not to exceed $794,221.48, and ratification of $237,852.36. This contract is funded 47.8% by the Older Americans Act.

Attachments	Summary Sheet, Justification Letters
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Approval
BAC Action:	
Department Head	raroyal (7/6/2026)
Attorney	abcauthen (7/10/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Grants	*	$380,000	brainey (7/10/2026)
Yes	General	**	$402,700	
Yes	Fire & EMS	**	$11,521	

Finance Comments	*Grants budget will be established upon approval of award and agreement with Atlanta Regional Commission. **The current balances in Supplies - Food and Supplies - Industrial are checked as items are purchased. For FY2026, $188,461 is allocated. For FY2027, $225,760 is subject to budget approval.	FinDir's Initials: raroyal (7/10/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session		Vote	No Action Taken
Action	New Item		
Tabled			
Motion			
2nd by			

SUMMARY – BL060-24 Purchase of Groceries on an Annual Contract	
PURPOSE:	This contract provides meals for employees, detainees, and senior citizens.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$794,221.48
PREVIOUS CONTRACT AWARD AMOUNT:	$572,451.80
AMOUNT SPENT PREVIOUS CONTRACT:	$810,304.16
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	4.1% 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:	July 21, 2026 through July 20, 2027

COMMENTS:

GWINNETT COUNTY
DEPARTMENT OF COMMUNITY SERVICES

446 West Crogan Street | Lawrenceville, GA 30046
770.822.8833
GwinnettCounty.com | GwinnettCommunityServices.com
Lindsey Jorstad, Director

MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

THROUGH: Lindsey Jorstad
Director of Community Services

FROM: Summer Hamood
Program Coordinator

SUBJECT: Recommendation to Renewal: BL060-24, Purchase of Groceries on an Annual Contract

DATE: April 29, 2026

REQUESTED ACTION

The Department of Community Services recommends renewal of the above reference contract with Good Source Solutions, Performance Foodservice and Sutherland's Foodservice, Inc., in the amount of $380,000.00.

DESCRIPTION

This contract provides for the purchase of groceries throughout the county.

FINANCIAL

1. Estimated amount to be spent: $380,000.00
2. Projected amount to be spent previous contract period: $408,273.09
3. Do total obligations agree with "Action Requested"? Yes __X__ No ____
4. Budgeted: Yes __X__ No ____
5. Grant Funded: Yes __X__No____
6. SPLOST Funded: Yes ____No __X__
7. Contact name: Summer Hamood__ Contact phone: 770-822-8856

GWINNETT COUNTY
DEPARTMENT OF CORRECTIONS
750 Hi-Hope Road | Lawrenceville, GA 30043-4540
678.407.6000
www.gwinnettcounty.com | www.gccorrections.com
Warden Darrell Johnson

MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

THROUGH: Darrell Johnson, Warden
Department of Corrections

FROM: Darlesa Barron, Business Manager
Department of Corrections

SUBJECT: Recommendation to Renewal BL060-24
Purchase of Groceries on an Annual Contract

DATE: June 1, 2026

REQUESTED ACTION

The Department of Corrections recommends renewal of the above referenced contract with, Good Source Solutions, Performance Food Service and Sutherland's Foodservice, Inc., in the amount of $400,000.00.

DESCRIPTION

This contract is for the purchase of groceries 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 $400,000.00
2. Projected amount to be spent previous contract period: $392,162.57
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Grant Funded: Yes No X
6. SPLOST Funded: Yes No X
7. Contact name: Darlesa Barron Contact phone: 678-407-6050

GWINNETT COUNTY
DEPARTMENT OF FIRE AND EMERGENCY SERVICES
408 Hurricane Shoals Road NE | Lawrenceville, GA 30046-4406
O: 678.518.4800 | F: 678.518.4806
GwinnettCounty.com | GwinnettFire.org

MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

THROUGH: Fred Cephas
Director of Fire and Emergency Services

FROM: Rob Medina
Battalion Chief

SUBJECT: Recommendation to Renew BL060-24 Purchase of Groceries on an Annual Contract

DATE: March 23, 2026

REQUESTED ACTION

The Department of Fire and Emergency Services recommends renewal of the above referenced contract with Good Source Solutions, Performance Food Service, and Sutherland's Food Service in the amount of $11,520.90

DESCRIPTION

Hydration supplies and miscellaneous grocery items to support department needs.

FINANCIAL

1. Estimated amount to be spent: $11,520.90
2. Projected amount to be spent previous contract period: $9,868.50
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ____ N/A _____
5. Grant Funded: Yes ____ No X
6. SPLOST Funded: Yes ____ No X
7. Contact name: Crystal Terry Contact phone: 678-518-4956

Gwinnett

GWINNETT COUNTY/CONDADO DE GWINNETT
VOTER REGISTRATIONS AND ELECTIONS DIVISION
DIVISIÓN DE INSCRIPCIÓN DE ELECTORES Y ELECCIONES

Beauty P. Baldwin Building
455 Grayson Highway, Suite 200 | Lawrenceville, GA 30046
O: 678.226.7210 | F: 678.226.7208
GwinnettCounty.com | GwinnettElections.com

MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

FROM: Kelvin Williams *Kelvin Williams*
Acting Elections Supervisor

SUBJECT: Recommendation to Renew BL060-24, Purchase of Groceries Annual Contract

DATE: June 15, 2026

REQUESTED ACTION

Voter Registrations and Elections recommends renewal of the above referenced contract with the below listed vendors in the amount of $2,700.58.

Vendors:

- Good Source Solutions
- Performance Foodservice
- Sutherland's Foodservice, Inc.

DESCRIPTION

Voter Registrations and Elections uses this multi-departmental contract to purchase groceries for use at Central Services located at 455 Grayson Hwy, Ste 200 Lawrenceville, GA 30046.

FINANCIAL

1. Estimated amount to be spent: $2,700.58
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 ____ N/A _____

5. Grant Funded: Yes ____ No __X
6. SPLOST Funded: Yes ____ No __X
7. Contact name: Kelvin Williams Contact phone: 678-226-7210

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260704	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Community Services			Date Submitted:	05/27/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	vlharrod			Multiple Depts?	No
Agenda Type	Approval/authorization				

Item of Business: Locked by Purchasing: No

for the Chairwoman or designee to execute an annual contract renewal with the Georgia Department of Human Services (DHS) in the amount of $757,783.36 for the provision of transportation and transportation-related services for seniors in Gwinnett County during the period of July 1, 2026 through June 30, 2027. The contract is funded through a combination of federal and state funds administered by DHS, including $525,076.36 provided by DHS and a required local match of $232,707.00. These funds will support Gwinnett County Senior Services' transportation programs.

Attachments	Justification Memo, Proposed Contract
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	Approval
BAC Action:	
Department Head	lgjorstad (5/29/2026)
Attorney	abcauthen (6/11/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	$232,707	raroyal (6/10/2026)

Finance Comments	*The current balance in Professional Services is checked as services are provided. For FY2027, $232,707 is subject to budget approval.	FinDir's Initials: raroyal (6/10/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session		Vote	No Action Taken
Action	New Item		
Tabled			
Motion			
2nd by			

GWINNETT COUNTY
DEPARTMENT OF COMMUNITY SERVICES

446 West Crogan Street | Lawrenceville, GA 30046
770.822.8833
GwinnettCounty.com | GwinnettCommunityServices.com

TO: Chairwoman
District Commissioners

THROUGH: Lindsey Jorstad, Department Director
Community Services

FROM: Regina Miller, Deputy Department Director
Community Services

RE: Georgia Department of Human Services Contract Renewal
Senior Transportation July 1, 2026, through June 30, 2027

DATE: May 27, 2026

Approval/authorization for the Chairwoman or designee to execute an annual contract renewal with the Georgia Department of Human Services (DHS) in the amount of $757,783.36 for the provision of transportation and transportation-related services for seniors in Gwinnett County during the period of July 1, 2026, through June 30, 2027.

The original contract award date was July 1, 2025. The contract is funded through a combination of federal and state funds administered by DHS, including $525,076.36 provided by DHS and a required local match of $232,707.00. These funds will support Gwinnett County Senior Services' transportation programs.

Funding Breakdown:

DHS Aging Funds:	$525,076.36
Gwinnett Match:	$232,707.00
Total:	**$757,783.36**

Brian P. Kemp
Governor

Candice L. Broce
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

RENEWAL OF AGREEMENT NO. 42700-362-26-002952.004994

BETWEEN

GEORGIA DEPARTMENT OF HUMAN SERVICES
OFFICE OF FACILITIES AND SUPPORT SERVICES OFSS

AND

GWINNETT COUNTY BOARD OF COMMISSIONERS

FOR

COORDINATED TRANSPORTATION

Renewal of this Agreement ("Renewal" or "Agreement") is made and entered into by and between the Georgia Department of Human Services, Office of Facilities and Support Services (OFSS) ("DHS-OFSS") and Gwinnett County Board of Commissioners (hereinafter referred to as "County"), each individually a "Party" and collectively referred to as the "Parties" and shall be effective July 1, 2026.

WHEREAS DHS-OFSS and Contractor entered into a agreement (the "Contract") with an Effective Date of July 1, 2025**.**

WHEREAS, this agreement serves as official notification that the Georgia Department of Human Services will exercise its option to renew the Contract with your company for the Contract referenced above;

WHEREAS, the Contract Award Date is July 1, 2025 and,

WHEREAS, the Current Contract Term is July 1, 2025, through June 30, 2026

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the Contract will be renewed

for an additional period of time beginning July 1, 2026 and ending June 30, 2027 ("End Date of New Contract Term")

The parties agree the Contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2. **PAYMENT.** Upon execution of this Agreement by the Parties, the County commits funding in an amount not to exceed $232,707.00, and the Contractor commits funding in an amount not to exceed $525,076.36 for the County to purchase transportation services through the Contractor's Coordinated Transportation Program.

3. **SUCCESSORS AND ASSIGNS.** This Renewal shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

4. **ENTIRE AGREEMENT.** Except as expressly modified by this Renewal, the Contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Renewal and the Contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior renewals, agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Renewal to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Gwinnett County Board of Commissioners
Authorized Signature:	
Printed Name and Title of Person Signing:	Nicole Love Hendrickson Chairwoman
Date:	
Company Address:	75 Langley Drive, Lawrenceville, Georgia 30045

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Gwinnett County Board of Commissioners
Authorized Signature:	
Printed Name and Title of Person Signing:	Russell Royal Director, Financial Services
Date:	

Company Address:	75 Langley Drive, Lawrenceville, Georgia 30045

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Gwinnett County Board of Commissioners
Authorized Signature:	
Printed Name and Title of Person Signing:	Tammy Gibson County Clerk
Date:	
Company Address:	75 Langley Drive, Lawrenceville, Georgia 30045

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Christopher Apsey Chief of Staff
Date:	
Agency Address:	47 Trinity Ave S.W., 2nd Floor Atlanta GA 30334

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260826	

☑ Grants ☐ Public Hearing ☐ Renewals

Department:	Community Services			Date Submitted:	06/18/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	vlharrod			Multiple Depts?	
Agenda Type	Approval/authorization				

Item of Business: Locked by Purchasing: No

to accept a grant awarded by the Atlanta Regional Commission in the amount of $2,447,083.50. The annual contract will provide reimbursement for the eligible expense incurred for senior services programs in Gwinnett County for the period of July 1, 2026, through June 30, 2027. The grant requires a local match of $163,224.21 for a total contract amount of $2,610,307.71. Approval/authorization for the Chairwoman or designee to execute grant documents and any other necessary documents.

Attachments	Contract, Justification Letter, Action List
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	
BAC Action:	
Department Head	lgjorstad (6/18/2026)
Attorney	abcauthen (7/7/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Grants	*	$2,447,084	brainey (7/7/2026)
Yes	General	**	$163,224	

Finance Comments	*A Grant budget will be established upon approval and execution of the agreement. Adjust appropriations and revenue as necessary. **The current balance in Trans Out - Grant Match is checked as services are provided. For FY2026, $81,612 is allocated. FY2027, $81,612 is subject to budget approval.	FinDir's Initials: raroyal (7/6/2026)

☑ Budget Adjust ☑ Grand Jury

County Clerk Use Only PH was Held? ☐

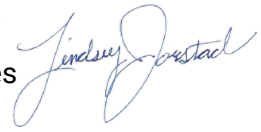
Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

GWINNETT COUNTY
DEPARTMENT OF COMMUNITY SERVICES

446 West Crogan Street | Lawrenceville, GA 30046
770.822.8833
GwinnettCounty.com | GwinnettCommunityServices.com

TO: Chairwoman
District Commissioners

FROM: Lindsey Jorstad, Director
Department of Community Services



DATE: June 15, 2026

RE: ARC Aging Agreement FY27 OAA Subgrant Agreement Agenda Action (AG082727) July 1, 2026, through June 30, 2027

ITEM OF BUSINESS

Approval/authorization to accept grant funds authorized with the annual contract for July 1, 2026, through June 30, 2027, from the Atlanta Regional Commission to be approved by the Gwinnett County Board of Commissioners. This annual contract will provide reimbursement for the eligible expenses incurred for senior services programs in Gwinnett County, for the period of July 1, 2026, through June 30, 2027. The grant is funded through federal and state funds, with a required local match of $163,224.21 for a total contract amount of $2,610,307.71. The match requirement will be funded through the Health and Human Services general fund budget.

BACKGROUND AND DISCUSSION

Grant funds obtained through this contract will reimburse certain senior services and programs, which is to be financed by this grant from the U.S. Government through the Georgia Department of Human Services (GDHS) and administered through the Atlanta Regional Commission Aging Services. This grant will serve Health and Human Services' areas of Senior Services, Case Management, Congregate Meals, Home-Delivered Meals, In-Home Services (Homemaker, Personal Care, Respite Care), Senior Recreation, and Transportation.

ACTION REQUESTED
ATLANTA REGIONAL COMMISSION
FOR APPROVAL BY THE BOARD OF COMMISSIONERS
JULY 14, 2026 (GCID 2026-0826)

1. Acceptance of grant awards from the **ATLANTA REGIONAL COMMISSION**; 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 **ATLANTA REGIONAL COMMISSION** 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 **ATLANTA REGIONAL COMMISSION** municipalities, nonprofit agencies, County agencies, federal and state agencies, subrecipient, program participants and financial institutions, etc. for project implementation, as specified by the **ATLANTA REGIONAL COMMISSION,** 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 **ATLANTA REGIONAL COMMISSION** 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 **ATLANTA REGIONAL COMMISSION.**

7. The County Administrator is authorized to review the final grant agreement and decline the **ATLANTA REGIONAL COMMISSION** grant if the terms are deemed unacceptable or infeasible, and to direct other Gwinnett County staff to carry out any actions necessary to decline the grant as determined.

GWINNETT COUNTY

HEALTH & HUMAN SERVICES COMPLAINT/GRIEVANCE PROCEDURE

PURPOSE:

It is the goal o□Gwinnett Senior Services that clients receive the highest □uality o□service possi□le and that any complaints□concerns□issues □e addressed and resolved at the lowest operational level possi□le□ I□ resolution is not □ound□the client has the option to appeal or □urther complain□

PROCEDURES:

The □ollowing are the steps a client should ta□e in ma□ing a complaint□grievance□

1□ Ma□e a ver□al complaint to the Human Services manager□The complaint can □e made in person or via the telephone□

2□ I□the client is dissatis□ied with the response□noti□y the Human Services manager in writing that the resolution to the original complaint is not satis□actory□This should □e su□mitted within two wee□s o□ receiving the ver□al resolution to original complaint□grievance□

□□ Re□uest an appointment with the Division Director to discuss the □ormal written appeal□

□□ The appeal will then □e investigated □y the Division Director□which will include a total review o□the original complaint and proceedings that resulted □rom the complaint and meet with the client to attempt a resolution□

5□ I□no resolution is □orthcoming□the Division Director will escalate the complaint□grievance to the Deputy Director and the Department Director□

6□ The Deputy Director or Department Director will then noti□y the client within two wee□s o□ recommendations and□or corrective action ta□en to resolve the appeal□

For ARC-related contracts the following additional steps apply:

□□ I□the resolution in step 6 is not accepted □y the participant□the appeal should □e □orwarded to the □ollowing agency in writing□

□tlanta Regional Commission
Chie□□ging Services Division
22□ Peachtree Street□□ E□□Suite 100
□tlanta□G□ □0□0□□25□8

8□ In the event the □tlanta Regional Commission does not resolve the appeal□□RC may re□er it to the state level□

AGING SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of the **1st day of July 2026**, by and between **GWINNETT COUNTY BOARD OF COMMISSIONERS** on behalf of Gwinnett County, Georgia (hereinafter referred to as the "Subgrantee") and **ATLANTA REGIONAL COMMISSION** (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Government through the Georgia Department of Human Services ("GDHS") (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as the "Concerned Funding Agencies"); and

WHEREAS, Subgrantee desires to render such services in connection with the Project.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of Subgrantee. ARC hereby agrees to engage Subgrantee and Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.

2. Independent Contractors. No provision of this Agreement, nor act of Subgrantee or act of ARC in the performance of this Agreement shall be construed as constituting Subgrantee as an agent, servant, or employee of ARC. Neither party to this Agreement shall have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

3. Scope of Services. Subgrantee shall do, perform, and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment A, Scope of Services, which is attached hereto and made a part hereof. Such services shall be provided within and respecting any or all of the Atlanta Region (Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, and Rockdale Counties), as further specified in Attachment A hereto.

4. Time of Performance. The effective date of this Agreement is **July 1, 2026**. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment A. All work and services required hereunder shall be completed on or before **June 30, 2027**. Due dates in this Agreement are based on calendar days. If any due date falls on Saturday, Sunday, or ARC holiday, then the due date shall be the next ARC business day. This Agreement shall be bound by the terms dictated in the Notice of Funding Availability.

5. Compensation. Subgrantee shall be compensated for the work and services to be performed under this Agreement as set forth in Attachment B, Compensation, attached hereto and made a part hereof. The total cost of the work as defined in Attachment A is **$2,610,307.71**. ARC shall reimburse an amount not to exceed **$2,447,083.50** for the performance of all things for or incidental to the performance of work. All costs in excess shall be paid by Subgrantee as mandatory matching funds under the requirements of this Agreement.

6. Formal Communication. Formal communications regarding this Agreement shall include, but not necessarily be limited to correspondence, program performance reports and fiscal reports. All formal communication regarding this Agreement shall be in writing between the person executing this Agreement on behalf of Subgrantee (executor) and ARC's Executive Director. However, Subgrantee's executor and ARC's Executive Director shall each have the right to designate, in writing to the other, an agent to act on his or her behalf regarding this Agreement. Any restrictions to such designation must be clearly defined in the written designation.

7. ARC's Designated Agent. According to Paragraph 6 above, ARC's Executive Director hereby designates the Chief Operating Officer as her agent for purposes of this Agreement only, except for amendments and terminations regarding this Agreement.

8. Approval of Subcontracts. None of the work or services to be performed under this Agreement by Subgrantee shall be subcontracted without the prior written of ARC's Executive Director or her authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent for review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her authorized agent, Subgrantee shall provide ARC with such documentation as requested and required regarding the method Subgrantee used in selecting the subcontractor. Subgrantee acknowledges that if work or services performed pursuant to this Agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. Subgrantee agrees to abide by such regulations in its selection process.

9. Prompt Payment and Retainage. Subgrantee agrees to pay each subcontractor under this Agreement, for satisfactory performance of its contract, no later than thirty (30) days from the receipt of each payment Subgrantee receives from ARC. Subgrantee further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC.

   Any subgrantee found not to be in compliance with this Paragraph 9, will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

10. Reports. Subgrantee shall furnish ARC with monthly report submissions, verifications, and signature forms, in such form as may be specified by ARC, describing the work accomplished by Subgrantee.

11. Financial Reports. In addition to other records required by this Agreement, Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

12. Review and Coordination. To ensure adequate assessment of Subgrantee's performance and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services performed hereunder. Subgrantee may be required to meet with designated representatives of ARC or the Concerned Funding Agencies to review such work and services. Reasonable notice of such review meetings shall be given to Subgrantee.

13. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this Agreement. All reports, studies, records, and computations prepared by or for Subgrantee shall be made available to authorized representatives of ARC, the Concerned Funding Agencies, and the Comptroller General of the United States or any of their duly authorized representatives for inspection and review at all reasonable times in Subgrantee's office or site where data is normally accumulated. Approval and acceptance of such material shall not relieve Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incorrect information provided by ARC. Subgrantee shall be bound by the provisions governing retention and custodial requirements of records of 2 CFR 200.334 or 45 CFR 75, or 45 CFR 92, as appropriate, and by GDHS's required five (5) year record retention from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the five (5) year period, records shall be retained until such litigation, claim or audit is resolved. Subgrantee shall include the provisions of this Paragraph 13 in any subcontract executed in connection with this Project.

14. Liability and Indemnification. With regard to Subgrantees which are governmental entities, ARC shall not be liable for the acts or omissions of Subgrantee or Subgrantee's agents, servants, employees, or subcontractors which arise from activities pursuant to this Agreement and cause a claim, demand, suit, or other action to be brought by any person, firm, or corporation.

    Except for the above-mentioned governmental entities, all other Subgrantees agree to indemnify and hold harmless ARC, its officers, directors, and employees from and against any and all liability, loss, damages, costs including

attorneys' fees, or expenses which it may hereafter incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of the Subgrantee, its employees, or of any subcontractor of Subgrantee. The indemnification obligations of this Paragraph 14 shall survive the termination of this Agreement.

If this Agreement includes provisions for transportation services by Subgrantee, then Subgrantee acknowledges that, as part of its due diligence in connection with the transportation program, ARC monitors and reviews inspection and safety reports and maintenance records generated by Subgrantee. Subgrantee further acknowledges that in undertaking such activities, ARC assumes no liability or responsibility for the safe conduct of the transportation program, which responsibility is solely that of Subgrantee.

15. Denial or Termination of Services to Clients. Subgrantee agrees, with respect to any individual who is a potential Project participant or a potentially aggrieved Project participant, to provide such individual with a meaningful opportunity to be heard concerning his or her status at a hearing. Said hearing shall be held in accordance with formal grievance procedures approved by ARC, adopted by Subgrantee's governing body and posted prominently at every service delivery site.

16. Rights in Documents, Materials and Data Produced. Subgrantee agrees that all reports, studies, records, and other data prepared pursuant to the terms of this Agreement shall be the property of ARC upon termination or completion of the work. ARC and the Concerned Funding Agencies shall have the right to use the same without restriction or limitation and without compensation to Subgrantee other than that provided for in this Agreement. For purposes of this Agreement, "data" includes writings, sound recordings, photographs, films, videotapes, or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Subgrantee or its subcontractors. Subgrantee acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this Agreement may be subject to certain regulations issued by the Concerned Funding Agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to ARC.

17. Publication and Publicity. Articles, papers, bulletins, presentations, reports, or other material reporting the plans, progress, analysis or results and findings of the work conducted under this Agreement shall not be presented to the governing authority of Subgrantee, or a committee thereof, for official action by such body without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by Subgrantee within thirty (30) calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations, or disagreements regarding such material, shall accompany the material presented in such form as ARC shall specify.

18. Identification of Documents. All reports, surveys, and other documents completed under this Agreement shall bear on the title page of such report, survey or document, the following legend: "Prepared by (insert name of Subgrantee) under contract with the Atlanta Regional Commission. The preparation of this (insert either "report or document," as appropriate) was financed in part by funds provided by the United States Government through the Georgia Department of Human Services.", along with the date (month and year) in which the document was prepared.

19. Financial Management System. Subgrantee certifies that its financial management system currently complies with and will continue to comply with all of the standards for financial management systems specified in 2 CFR 200.302 or 45 CFR 75, or 45 CFR 92, as appropriate. In addition, Subgrantee agrees to maintain accurate financial records to the level of detail specified in Attachment B and in such form and utilizing such procedures as ARC or the Concerned Funding Agencies may require. This includes, but is not limited to, the requirement that Subgrantee's financial records shall provide for (1) accurate, current, and complete disclosure of all financial transactions; (2) records that identify adequately the source and application of funds for activities supported under this Agreement; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of Subgrantee. Unit cost services require documentation for the quantity of units recorded and reported to ARC.

20. Rate of Employee Compensation. The rate of compensation for work performed under this Agreement by a staff member or employee of Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

21. Subgrantee's Personnel. Subgrantee represents that it has, or will secure at its own expense, adequate personnel required to perform the services under this Agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the previous twelve (12) months, except with the express prior written consent of ARC. Further, Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this Agreement without the express prior written approval of ARC.

22. Interest of Subgrantee. Subgrantee covenants that neither Subgrantee, nor anyone controlled by Subgrantee, controlling Subgrantee, or under common control with Subgrantee, nor its agents, employees or subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of Subgrantee's service hereunder in an impartial and unbiased manner. Subgrantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by Subgrantee as an agent, subcontractor or otherwise. If Subgrantee contemplates taking some action which may constitute a violation of this Paragraph 22, Subgrantee shall request in writing the advice of ARC, and if ARC notifies Subgrantee in writing that Subgrantee's contemplated action will not constitute a violation hereof, then Subgrantee shall be authorized to take such action without being in violation of this Paragraph 22.

23. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

24. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner, or employee of the United States government, shall be admitted to any share or part of this Agreement or to any benefits to arise herefrom.

25. Subcontracts. Work or services to be performed under this (third party) Agreement by Subgrantee may be subcontracted (fourth party) under the following conditions:

    a. Subgrantee requests and receives approval from ARC before subcontracting the work or services other than those submitted with this Agreement.

    b. The selection of subcontractors is conducted to meet the required competition between potential subcontractors pursuant to 2 CFR § 200 or adequate justification for sole source selection is provided.

    c. Each such subcontract shall bind the fourth party contractor to all applicable terms and conditions of this (third party) Agreement between ARC and Subgrantee.

    d. A copy of all fourth party contracts shall be submitted for review by ARC, or its representatives.

    Failure by Subgrantee to comply with the provisions of this Paragraph 25 in a timely manner, as determined by ARC, may at ARC's sole discretion, result in disallowance or delay in payment pursuant to the Paragraph 5, Compensation, or in termination pursuant to the Paragraph 45, Termination for Cause, herein.

26. Assignability. Subgrantee shall not assign, sublet, or transfer all or any portion of its interest in this Agreement without the prior written approval of ARC.

27. Amendments. ARC may require changes to this Agreement. Such changes, including any increase or decrease in the amount of Subgrantee's compensation shall be incorporated in written amendments to this Agreement. Amendments to this Agreement may be executed on behalf of ARC only by ARC's Executive Director and, if necessary, ARC's Chair as applicable per ARC's Bylaws.

28. Project Administration.

    a. Subgrantee agrees that Subgrantee's executor is responsible for ensuring that all terms and conditions of this Agreement are fully met to ARC's satisfaction.

    b. Subgrantee agrees that all persons who administer the funds associated with this Agreement on behalf of Subgrantee will be responsible to Subgrantee's executor.

    c. Subgrantee agrees that Subgrantee's executor and all persons who administer the funds associated with this Agreement on behalf of Subgrantee will be bonded or insured in an amount equal to at least ten percent (10%) of the total amount specified in Attachment B or $25,000, whichever is less. Subgrantee shall transmit written documentation of such bonding or insurance to ARC, in a form satisfactory to ARC, prior to receipt of any funds from ARC. For bonds or insurance that expire before the completion date of this Agreement, proof of renewal of such bond or insurance shall be provided to ARC, within twenty (20) days after renewal.

    d. Subgrantee agrees to administer the Project in a manner satisfactory to ARC and in accordance with relevant standards and procedures, as determined by ARC and the Concerned Funding Agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).

    e. Subgrantee shall at all times maintain during the term of this Agreement policies of insurance covering any property acquired with funds made available by this Agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the Subgrantee and its above-described property as well as its employees, agents, and volunteers.

29. General.

    a. Subgrantee agrees to perform in accordance with all applicable terms, provisions and conditions of the guidelines and regulations issued by the Concerned Funding Agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 75, 45 CFR 92, and 45 CFR 202). The appropriateness and application of such terms, provisions, and conditions shall be determined by ARC. Subgrantee also agrees to perform in compliance with requirements relating to the application, acceptance, and use of federal funds for this Project, including, but not limited to, Executive Order 12372 and 2 CFR 200 or 45 CFR 75 or 45 CFR 92, as appropriate. Subgrantee assures and certifies that it shall comply with all requirements imposed by ARC or the Concerned Funding Agencies concerning special requirements of law or Project requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202 as appropriate.

    b. Subgrantee agrees that services under this Agreement will enhance service quality and capacity and will foster the development of comprehensive and coordinated service delivery systems to serve older persons. To accomplish this purpose, Subgrantee agrees, that its performance hereunder will:

        i. help secure and maintain maximum autonomy, independence and dignity in a community setting for persons aged sixty (60) and over assessed as appropriate, by providing supportive services;

        ii. target services to adults aged sixty (60) and over in greatest economic and social need as determined by screening or assessment.

c. Subgrantee agrees that any facility used for delivery of services to the clients under this Agreement will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.

30. Standards for Service Performance.

a. Subgrantee shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by ARC, or through ARC from the GDHS, Georgia Department of Labor, the Administration on Aging, U.S. Department of Health and Human Services or any other funding entity.

b. Subgrantee agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of ARC as provided in Paragraph 27, Amendments, herein.

c. Subgrantee acknowledges that ARC has developed a multi-year *Area Plan on Aging* which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly.

d. Subgrantee further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the planning area and that those services provided under this Agreement are a part of said Area Plan.

e. Subgrantee acknowledges that said Area Plan delineates a range of available services for the elderly and, therefore, Subgrantee agrees to coordinate and cooperate with all other ARC contracted service providers to the fullest extent possible and in a manner satisfactory to ARC.

f. Descriptions of supportive services and nutrition services included in this Agreement are listed in Attachment A hereof and shall be the basis for determining Subgrantee's performance of supportive services and nutrition services.

g. The following special provisions shall apply to nutrition services:

i. The selection, relocation, and closing of nutrition sites shall have the prior written approval of ARC. Sites approved in this Agreement are specified in "Site Location List" in Attachment A.

ii. Subgrantee shall not initiate the delivery of nutrition services under this Agreement at a site not approved by ARC.

iii. The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this Agreement.

h. Supportive services include: (a) transportation; (b) case management; (c) home delivered meals; (d) congregate meals; (e) in home services; and (f) senior recreation. The terms and standards for these supportive services are stated in Attachment A, and thereby incorporated into this Agreement.

31. Assurances. Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 23 CFR 450, "FHA Planning Assistance and Standards," 49 CFR 23, "Participation of Disadvantaged Business Enterprise in Airport Concessions," or 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or Project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project. A nonfederal

c. Subgrantee agrees that any facility used for delivery of services to the clients under this Agreement will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.

30. Standards for Service Performance.

a. Subgrantee shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by ARC, or through ARC from the GDHS, Georgia Department of Labor, the Administration on Aging, U.S. Department of Health and Human Services or any other funding entity.

b. Subgrantee agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of ARC as provided in Paragraph 27, Amendments, herein.

c. Subgrantee acknowledges that ARC has developed a multi-year *Area Plan on Aging* which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly.

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31. Assurances. Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 23 CFR 450, "FHA Planning Assistance and Standards," 49 CFR 23, "Participation of Disadvantaged Business Enterprise in Airport Concessions," or 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or Project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project. A nonfederal

entity that expends $750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, Subgrantee gives assurance and certifies with respect to this Agreement that:

For all agreements –

a. It possesses legal authority to apply for this subgrant, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of Subgrantee is authorized to execute a subgrant contract incorporating the terms of its application.

b. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

c. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with such Title, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service subcontractor, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. Subgrantee agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

d. It shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Subgrantee shall not discriminate against any qualified client or recipient of services provided through this Agreement on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Subgrantee shall cause the foregoing provisions to be included in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than Ten Thousand Dollars ($10,000).

e. It shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

f. It agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this Paragraph 31.

g. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

h. It will comply with the applicable provisions of the Hatch Act which limits political activity of employees.

i. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

j. It will cooperate with ARC in assisting the Concerned Funding Agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

k. It will insure, for subgrant contracts not involving federal financial assistance for construction, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Program is under consideration for listing by EPA.

l. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, which requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

m. It agrees, as a condition to provision of services to clients/patients, not to discriminate against any client/patient who may have Acquired Immunodeficiency Syndrome (AIDS) or be infected with Human Immunodeficiency Virus (HIV). Subgrantee is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of GDHS, as Subgrantee deems necessary. Subgrantee further agrees to refer those clients/patients requesting additional AIDS related services or information to the appropriate county health department.

n. It agrees to abide by all state and federal laws, rules, and regulations and GDHS and Division of Aging Services policies and procedures on respecting confidentiality of an individual's records. Subgrantee further agrees not to divulge any information concerning any individual to any unauthorized person without prior written consent of the individual employee, client/patient, or responsible guardian.

o. It agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant state and federal laws, rules, or regulations.

p. It agrees to comply with the requirements for a Drug-Free Workplace, as described in O.C.G.A. § 50-24-3, including passing through this requirement to lower tier subcontractors.

q. It agrees to comply with the requirements set forth in Attachment C regarding the privacy of participant health information as set forth in 45 CFR § 164.501.

r. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in the United States Department of Labor regulations (41 CFR Part 60).

s. It will be subject to the whistleblower rights and remedies in the pilot program on employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908. Subgrantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. Subgrantee shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.

t. It certifies that Subgrantee is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

32. Property Management Standards. Subgrantee certifies that it shall comply with the Property Management Standards in 41 CFR 101, 45 CFR 75, or 45 CFR 92, as appropriate, governing ownership, use and disposition of any nonexpendable personal property or equipment acquired in whole or part under this Agreement. Subgrantee agrees that use of nonexpendable personal property or equipment with an acquisition cost over $1,000 per unit and acquired in whole or in part under this Agreement will be governed by the Property Management Standards, but that ownership and disposition of such items shall be governed by such procedures as ARC may require to meet guidelines agreed to between ARC and any or all of the Concerned Funding Agencies.

33. Federal Prohibitions and Requirements Related to Lobbying. Pursuant to Section 319 of Public Law 101-121 (as implemented in 45 CFR Part 93), Subgrantee agrees that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding $100,000, Subgrantee shall file with ARC a signed "Certification Regarding Lobbying."

c. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, Subgrantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

d. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of information contained in any disclosure form previously filed by Subgrantee under subparagraphs (b) or (c) of this Paragraph 33. Events that materially affect the accuracy of the information reported include:

i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or

ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or

iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

e. Any Subgrantee who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

f. Imposition of a civil penalty under this section does not prevent the United States government from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

Subgrantee shall require the prohibitions and requirements of this Paragraph 33 be included in the award documents for all its subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

34. Debarment or Suspension. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Subgrantee shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency. Subgrantee further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for such transactions.

35. No Obligation by the Federal Government. ARC and Subgrantee acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to ARC, Subgrantee, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying contract.

36. Program Fraud and False or Fraudulent Statements or Related Acts. Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* apply to its actions pertaining to this Project. Upon execution of the underlying contract, Subgrantee certifies/affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Concerned Funding Agencies assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subgrantee to the extent the federal government deems appropriate.

Subgrantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the Concerned Funding Agencies under the authority of 49 U.S.C. § 5307, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subgrantee, to the extent the federal government deems appropriate.

Subgrantee agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the Concerned Funding Agencies. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

37. Compliance with Requirements of the GDHS. Subgrantee shall be bound by the applicable terms and conditions of the grant contract between ARC and GDHS which is on file in the offices of ARC and is hereby made a part of this Agreement as fully as if the same were attached hereto. Subgrantee further agrees to adhere to each provision of said grant contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration. This includes compliance with GDHS's policy on Nondiscrimination in Employment Practices and in Consumer/Customer/Client Services Practices.

Further, this includes compliance with the Georgia Illegal Immigration Reform and Enforcement Act of 2011. If any of the terms and conditions of this Agreement conflict with any terms and conditions of the grant contract, Subgrantee agrees to abide by the terms and conditions of the grant contract which shall be controlling unless prior written consent to the contrary is received from ARC.

38. License Requirements. Subgrantee agrees to maintain any required city, county, and state business licenses or any other special licenses as required during performance of this Agreement. Subgrantee is responsible for ensuring that all subcontractors are appropriately licensed. Subgrantee agrees to notify ARC in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Agreement or by state or federal laws. Subgrantee agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Agreement or state or federal laws, that this Agreement may be terminated in whole or in part.

39. Criminal Records Investigation. Subgrantee agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this Agreement, applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated (O.C.G.A.). Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. Subgrantee must utilize the following to comply with this requirement:

    a. Subgrantee will register with the Georgia Applicant Processing Services (GAPS) at https://fieldprintgeorgia.com/individuals and follow the instructions provided at that website.

    Pursuant to O.C.G.A. 49-2-14, GDHS, after receiving and reviewing the criminal history report generated through the Live Scan process, will advise Subgrantee if any information contained in the report indicates a crime prohibited by duly published criteria within GDHS. Under such circumstances the individual so identified will not be employed for the purpose of providing services under this Agreement.

    Provisions of this Paragraph 39 shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, child-caring institutions or childcare learning centers which are required to be licensed, registered, or commissioned by GDHS or by the Georgia Department of Early Care and Learning, or to personal care homes requested to be licensed, permitted, or registered by Georgia Department of Community Health (DCH).

40. Other Requirements. In addition to other requirements of this Agreement, Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all local, state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, including but not limited to 2 CFR 200, 45 CFR 75, or 45 CFR 92, as appropriate.

    Subgrantee agrees that throughout the performance of this Agreement it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Agreement or any subcontract hereunder.

    Subgrantee shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting, or attempting to report, a violation(s) regarding applicable immigration laws.

    Subgrantee agrees that, if costs incurred by Subgrantee are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to Paragraph 31, titled Assurances, hereinabove or by ARC, GDHS, United States Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC, Subgrantee shall reimburse ARC in full for any payment made by ARC to Subgrantee for such disallowed costs within thirty (30) days of receipt of such written demand.

41. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds for carrying out the functions to which this Agreement relates do not become available, then, upon written notice to Subgrantee, this Agreement may be immediately terminated without further obligation of ARC.

42. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, ARC reserves the same right regarding this Agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by Subgrantee prior to the date of suspension to the extent that they are non-cancelable.

43. Termination for Mutual Convenience. ARC or Subgrantee may terminate this Agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this Agreement. ARC shall allow full credit to Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by Subgrantee prior to termination.

44. Termination for ARC's Convenience. ARC may terminate this Agreement, in whole or in part, at any time by giving written notice to Subgrantee of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all information and material produced or collected under this Agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this Agreement is terminated by ARC as provided in this Paragraph 44, Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by Subgrantee up to and including the effective date of such termination, as authorized in Attachment B. Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in project costs.

45. Termination for Cause. If Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this Agreement by giving written notice to Subgrantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all information and materials collected or produced under this Agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work and allowable costs completed pursuant and incurred in the performance of the scope of services up to and including the effective date of termination as authorized in Attachment B. Notwithstanding the foregoing to the extent provided by law, Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this Agreement by Subgrantee and ARC may withhold any payments to Subgrantee for the purpose of set-off for damages caused by Subgrantee's breach, until such time as the exact amount of damages to ARC from Subgrantee is determined.

46. Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this Agreement to the extent feasible.

47. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be decided by ARC's Chief Operating Officer who shall promptly reduce such decision to writing and mail or otherwise furnish a copy thereof to Subgrantee.

    Subgrantee agrees that the decision of ARC's Chief Operating Officer shall be final and conclusive unless, within ten (10) days of receipt of such copy, Subgrantee mails or otherwise furnishes a written request for appeal concerning the question of fact to ARC's Executive Director, who shall arrange a formal hearing within twenty (20) days after receipt of the appeal request. Both Subgrantee and ARC's Chief Operating Officer shall have the right to present witnesses and give evidence concerning the question of fact at such a hearing. Within twenty (20) days after the hearing, the ARC Executive Director shall make her decision concerning the question of fact in writing to the Subgrantee and to ARC's Chief Operating Officer.

    Pending final decision of an appeal to the ARC Executive Director, Subgrantee shall proceed diligently with the performance of this Agreement and in accordance with the decision of ARC's Chief Operating Officer.

    Subgrantee agrees that the decision of the ARC Executive Director concerning the disputed question of fact shall be final and conclusive unless determined by the Concerned Funding Agencies, the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

    Subgrantee shall have written procedures through which its subcontractors (fourth party) may dispute and/or appeal a decision made by Subgrantee. Written notice of such procedures shall be provided by Subgrantee to each of its subcontractors.

48. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

49. Waiver. The failure of ARC to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.

50. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

51. Applicable Law. This Agreement shall be deemed to have been executed and performed in the state of Georgia and all questions of interpretations and construction shall be construed by the laws of the state of Georgia.

[REMAINDER INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Subgrantee and ARC have executed this Agreement as of the day first above written.

GWINNETT COUNTY BOARD OF COMMISSIONERS

ATTEST:

_____

By: _____

Title: _____

ATLANTA REGIONAL COMMISSION
229 Peachtree Street NE
Suite 100
Atlanta, Georgia 30303

ATTEST:

_____
ARC Assistant Secretary

By: _____
Executive Director

By: _____
Chair

ATLANTA REGIONAL COMMISSION AREA ON AGING SUBGRANT CONTRACT
ATTACHMENT A - SCOPE OF SERVICES

Sub-grantee work under this contract will support the Atlanta Regional Commission (ARC) Aging and Independence Services strategy for service delivery and work plan as enumerated in the attached SFY 2027 Budget Exhibit in a manner consistent with the Scope of Services as outlined below, and all applicable Federal, State and ARC standards.

As a service provider under this contract, the sub-grantee shall:

1. Ensure compliance with all Atlanta Regional Commission (ARC), Georgia Department of Human Services, Division on Aging Services (DHS/ DAS), and Administration of Community Living standards, guidelines, policies, procedures, and updates.

2. Attend or designate representation at all relevant regularly scheduled and/or called ARC sponsored meetings and trainings, including bi-monthly Provider Network meetings.

3. Services provided by subgrantee and funded by ARC, must enter all match dollars and units provided in the data management system as designated by ARC.

4. Demonstrate and document efforts in the generation of program income to augment its budget for services; and provide documentation upon request of expenditures related to other funds identified as leveraged funds in uniform cost methodology document and/or in written proposal.

5. Meet all reporting and data requirements consistent with ARC and DHS/DAS procedures and the DHS Uniform Cost Methodology and format. Sub-grantee agrees to make adjustments for required system changes, updates, and attend associated trainings as required.

6. Notify ARC promptly of any deviations from the approved SFY 2027 Budget Exhibit, incorporated herein by reference, to include, but not limited to units of service, funding allocations, program structure, and service delivery sites. Such notification must be requested in writing to make any changes in the SFY 2027 Budget Exhibit and await ARC approval.

7. Comply with all assurances certified in its written proposal to ARC for the contracted services and period.

8. Ensure that recipients of services funded by ARC utilizing the DHS/DAS grant (including Older Americans Act, Title III, SSBG, CBS or Income Tax Check-off fund sources) are subject to approved screening and assessment tools as determined by ARC at initial assessment and subsequent reviews; and that said assessments/reviews are administered by appropriate, qualified staff in accordance with DHS/DAS standards.

9. Implement cost sharing for all eligible services, according to the cost sharing fee scale approved by DHS/DAS. Fees generated must be used to expand the service for which such payment was rendered. Documentation of proper record and accountability of funds should be maintained for inspection upon request.

10. Ensure that all required licensures, certifications, and inspections are up to date and meet DHS/DAS, ARC, State of Georgia, city, and/or municipality/ jurisdictional requirements, and promptly address the renewal and expiration of said requirements, to include mandated staff trainings and recertification.

11. Comply with all Health Insurance Portability and Accountability Act (HIPAA) regulations and abide by all state and federal laws, rules and regulations, and ARC, DHS/DAS policies and procedures including implementing appropriate security procedures to protect the confidentiality of client records, identity and status information, unless written permission is granted by the client or legal guardian to release specific information to specified persons for a specified period of time. Contractor further agrees to implement appropriate security procedures to protect the confidentiality and privacy of client information during interviews and/or maintained in automated or manual systems, including laptop computers, fax, email, phones, and web-based systems, as is hereby acknowledged by affixing signature to Attachment "C" - Business Associate Agreement.

12. Maintain waiting lists for the following services: transportation, senior center enrollment and congregate meals in the data management system as designated by ARC. Screening of clients for services must comply with DHS/DAS policy. ARC will maintain all remaining waiting lists as required by DHS/DAS policy.

13. Develop plans for emergency management that fit the scope of individual operations to include at a minimum: preparation, immediate response and stabilization, recovery and evaluation. Emergency management plans will be submitted to ARC as part of the contracting documents annually, and any updates will be sent as available. If any of the following disrupt the delivery of services under this contract, the subgrantee will notify AAA director and assistant director via email.

Type of Disaster	Frequency		
	Often	Seldom	Rare
Natural Disasters	Storms Tornados Floods	Earthquakes Drought Wildfires Hurricanes	Tsunami Volcanic Eruptions
Human-Made Events/Accidents	House Fires Vehicle Crashes Power Outages Community Fires	Train Crashes Chemical Spill Factory Explosions Plane Crashes	Nuclear Accidents
Disease	Epidemics	Pandemics	Plagues
Attacks/Terrorism	Assaults Murders Riots	Insurrection Bioterrorism Political Violence Cyber Attacks Terrorism Civil disorder	Nuclear War War Insurrection

14. Create invoices as designated by ARC consistent with the SFY 2027 Budget Exhibit incorporated herein by reference, to include, but not limited to units of service performed, funding source expended, and any other documentation required by ARC for reimbursement.

Sub-grantee shall perform the specific work and services in this contract in a satisfactory manner as determined by the Director of the Area Agency on Aging.

SERVICE SUMMARIES

The services below have been approved for funding in accordance with the ARC Notice of Funding Availability (NOFA) process. All services must be provided in accordance with policies and procedures listed in the online Policy and Manual Management System published and managed by the Department of Human Services, Division of Aging Services (DAS). Those policies and procedures can be found here: https://pamms.dhs.ga.gov/das/hcbs-5300-manual/. All descriptions and policies are subject to change according to DAS guidance.

CAREGIVER

Services which offer temporary, substitute supports or living arrangements for care recipients to provide a brief period of relief or rest for caregivers. Title III E Family Caregiver Support Funding is caregiver-specific funding and requires the caregiver to be the client. Individuals qualify for caregiver funding if they meet any one of the following criteria:

- Adult family members or other informal caregivers aged 18 and older providing care to individuals 60 years of age and older
- Adult family members or other informal caregivers aged 18 and older providing care to individuals of any age with Alzheimer's disease and related disorders
- Older relatives (not parents) aged 55 and older providing care to children under the age of 18; and
- Older relatives, including parents, aged 55 and older providing care to adults ages 18-59 with disabilities.

In providing caregiver services under Title III-E, priority should be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. (Per PAMMS MAN5300, CH 316.5)

Caregiver Services can include support groups, material aid, home delivered meals, Powerful Tools for Caregivers and in-home or out-of-home respite (in home respite can include homemaker, personal care or any other in-home respite). Any in-home respite providers must be a licensed private home care provider and out-of-home respite provided by an adult day center, personal care home or assisted living facility must be licensed by DCH. In light of upcoming state policy changes, ARC may require client choice in the selection of home care providers. All clients will be given the ability to choose between all approved home care providers at all times to ensure client satisfaction. Respite and in home services can be operated as voucher programs.

CASE MANAGEMENT

Case Management provides access for consumers to community resources or assists individuals in identifying and securing resources or services to enhance wellness, including mental and behavioral health, and remain in the community for as long and as safely as possible. It is a person-centric, collaborative process designed to meet an individual's complex social and health needs.

CONGREGATE MEALS

The congregate nutrition program promotes better physical and mental health for older adults through the provision of nutritious meals and opportunities for social contact. Congregate nutrition services shall be part of a system of services that promotes independent living for older adults. This service can be delivered in a traditional senior center, or it can be delivered in a center without walls.

HOME DELIVERED MEALS

The home delivered meal program promotes better health for older adults and eligible members of their households through the provision of nutritious meals; nutrition screening, education, and counseling; and opportunities for social contact. The ability to provide therapeutic meals when requested is a requirement of this service.

HOMEMAKER

Assistance such as preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework. This service must be provided by a private home care provider licensed by the Georgia Department of Community Health (DCH). In light of upcoming state policy changes, ARC may require client choice in the selection of home care providers. All clients will be given the ability to choose between all approved home care providers at all times to ensure client satisfaction. This service can be provided via a voucher program.

MATERIAL AID INDIVIDUAL

A provision of materials to an older person, caregiver, or relative caregivers raising children for purchase of such materials. Materials may include housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.

PERSONAL CARE

Providing personal assistance, stand-by assistance, supervision, or cues for persons having difficulties with one or more activities of daily living (eating, dressing, bathing, grooming, toileting, and transferring). This service must be provided by a private home care provider licensed by the Georgia Department of Community Health (DCH). In light of upcoming state policy changes, ARC may require client choice in the selection of home care providers. All clients will be given the ability to choose between all approved home care providers at all times to ensure client satisfaction. This service can be provided via a voucher program.

SENIOR RECREATION

Activities that promote socialization, physical and mental enrichment; clubs, education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering, community gardens, environmental activities and intergenerational activities, etc.) offered to eligible persons sponsored by and/or at an approved senior center facility which are facilitated by an instructor or provider.

TRANSPORTATION

There are three types of trips eligible for funding as defined here:

DEMAND RESPONSE: A service that provides a one-way trip from one location to another. Demand-response trips can be delivered through volunteers, vouchers, or transportation providers' staff and fleets. A unit of service is a one-way trip from an origin to a destination.
FIXED ROUTE SHUTTLE SERVICE: Fixed route shuttle services are defined as those that operate vehicles along a predetermined route and can carry multiple passengers. A unit of service is a one-way trip.
GROUP TRIP: A trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. A unit of service is one hour.

Regardless of the type of transportation offered, all drivers must meet the DHS requirement for a federal criminal background and fingerprint check.

ATLANTA REGIONAL COMMISSION
AREA ON AGING SUBGRANT CONTRACT

ATTACHMENT B - COMPENSATION

I. Compensation

The available compensation is shown by service, cost center, and resource category on the, "SFY 2027 OAA Budget" Exhibits, which are attached to and made a part of this contract for financial reporting, monitoring, and audit purposes.

The subgrantee's request for payment described in the "Method of Payment" paragraph in the main body of the Contract shall delineate charges to be applied to each service. In no event will total cost under each service exceed the maximum amounts listed on the "SFY 2027 OAA Budget " Exhibits, nor shall ARC's payment to the subgrantee exceed the total of state and federal (including USDA) funds in this contract.

Any deviation from or changes to the approved budget shall be handled as follows:

A. No deviation in the fixed unit costs is permitted, without ARC's express approval of an updated UCM justifying the change.

B. If transfers of funds are proposed from one or more services to another, a formal contract amendment must be requested by the subgrantee, approved by ARC, and executed by both parties except where such transfer is expressly permitted under GDHS policies and procedures.

II. Matching Share

In addition to the requirements specified herein, the subgrantee specifically agrees to comply with, and shall be bound by, the applicable terms and procedures for determining the allowability of non-federal contributions by the subgrantee or other non-federal parties in satisfying the cost sharing and matching requirements of this Contract, if any, including but not limited to 45 CFR 74 and 45 CFR 92 as appropriate.

The subgrantee further agrees that if non-federal contributions provided by the subgrantee or other non-federal parties to fulfill the matching share requirements of this contract, if any, are not in conformity with the above and are subsequently disallowed as a result of an audit by ARC, the funding agencies, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC, the subgrantee shall, within thirty (30) calendar days of receipt of such written demand reimburse ARC the amount of compensation previously paid by ARC to the subgrantee that became unearned by ARC because of such disallowance.

III. Program Income

Program income, as defined in 45 CFR 74 and 45 CFR 92 as appropriate, is further defined as follows:

Funds projected to be contributed by participant(s), or person(s) on behalf of a particular participant(s), of the program during the period of this subgrant contract. Expenditure of this resource is limited to funds actually received.

All program income is bound by the same guidelines and requirements governing the expenditure of all funds in this contract. It is a resource to be budgeted and accounted for by service.

IV. General

A. The Subgrantee agrees that the 'year to date" percent of annual budget expended (by service or by category, and/or by Part, as appropriate) shall be in approximate alignment with the "year to date" percent of units of service delivered.

B. For services funded through the Older Americans Act, Social Services Block Grant, and Nutritional Services Incentive Program, the Subgrantee cannot spend or request reimbursement for more than 25% of the Federal and corresponding State and local match during the first quarter (July-September).

C. The Subgrantee agrees that Match and Program Income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate (e.g. 10 percent match to 90 percent state and federal funds in Title III and 12 percent match to 88 percent state and federal funds in SSBG).

D. The Subgrantee agrees to furnish annual cost/cash contribution or in-kind match for Title III, as appropriate, which represents 10 percent of the total Title III federal, state, and local funds expended under this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Subgrantee monthly at 10 percent of the total monthly project expenditures for each service claimed for reimbursement.

E. The Subgrantee agrees to furnish annual cost/cash contribution or in- kind match for SSBG, which represents 12 percent of the total SSBG funds expended under this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Subgrantee monthly at 12 percent of the total monthly project expenditures for each service claimed for reimbursement.

F. The Subgrantee agrees that ARC may withhold payment if compliance is not maintained with A., B., and C. above or if satisfactory explanations are not provided regarding the provision of services and dollars expended.

G. For unit cost-based services, payments will be based on actual number of units provided, as submitted by the Subgrantee through monthly reports to ARC. However, maximum payment will not exceed the total cost per service, per fund source, as indicated on the "SFY 2027 OAA Budget" page in this contract.

ARC Contract
082727

Gwinnett County Board of Commissioners
SFY 2027 Multi-Funded Budget
Initial Allocation

Grant	Multi-Funded

Provider	Base Fund Source	FY Cost Center	Contract Amount	Payment Amount	Local Match
Gwinnett County Board of Commissioners [Parent]	Alzheimer's Program State	708AA2	111,767.24	111,767.24	0.00
Gwinnett County Board of Commissioners [Parent]	CBS - Case Management State	708AC7	19,594.79	19,594.79	0.00
Gwinnett County Board of Commissioners [Parent]	CBS - HCBS State	708AC1	535,551.20	535,551.20	0.00
Gwinnett County Board of Commissioners [Parent]	CBS - Respite Care State	708AC6	61,922.33	61,922.33	0.00
Gwinnett County Board of Commissioners [Parent]	NSIP - ACL	708AU1	100,342.93	100,342.93	0.00
Gwinnett County Board of Commissioners [Parent]	NSIP - SSBG Supplemental	708AU3	21,804.65	21,804.65	0.00
Gwinnett County Board of Commissioners [Parent]	NSIP - State	708AU2	129,409.90	129,409.90	0.00
Gwinnett County Board of Commissioners [Parent]	OAA Title III B - Supportive Services	708AS1	380,142.11	342,127.90	38,014.21
Gwinnett County Board of Commissioners [Parent]	OAA Title III C1 - Congregate Meals	708AS6	742,414.27	668,172.84	74,241.43
Gwinnett County Board of Commissioners [Parent]	OAA Title III C2 - Home Delivered Meals	708AS7	378,877.51	340,989.76	37,887.75
Gwinnett County Board of Commissioners [Parent]	OAA Title III E - Family Caregiver Support	708AS3	116,843.73	105,159.36	11,684.37
Gwinnett County Board of Commissioners [Parent]	SSBG - HCBS	708AS2	11,637.05	10,240.60	1,396.45
Gwinnett County Board of Commissioners [Parent] Total			**2,610,307.71**	**2,447,083.50**	**163,224.21**
Grand Total			**2,610,307.71**	**2,447,083.50**	**163,224.21**

ATLANTA REGIONAL COMMISSION
AREA ON AGING SUBGRANT CONTRACT

ATTACHMENT C - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective, July 1, 2026 ("Effective Date"), is entered into by and between Gwinnett County Board of Commissioners (the "Contractor"), and the Atlanta Regional Commission (the "Covered Entity"), (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created or maintained by certain entities, including healthcare providers (the "Final Privacy Rule"), and meant to protect information regarding individuals treated by those providers. Throughout this Agreement, "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g); and

WHEREAS, the Final Privacy Rule requires that the Covered Entity enter into this Agreement with Contractor in order to protect the privacy of individually identifiable health information ("Protected Health Information", or "PHI") maintained by the Covered Entity as that term is defined in 45 CF.R. § 164.501. The scope of this Agreement is limited to the information created or received by Contractor from or on behalf of the Covered Entity; and

WHEREAS, Contractor and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the Covered Entity pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. Services Agreements.

1.1 Existing Services Agreements. Covered Entity and Contractor are parties to a Services Agreement, which was executed prior to the Effective Date, currently in effect, and incorporated by reference. All existing Agreements between the Parties are incorporated into this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

1.2. Contemporaneous Services Agreement. In the event that Covered Entity and Contractor are not parties to a Services Agreement existing prior to the Effective Date, but instead enter into

a Services Agreement at the same time as executing this Agreement, such agreement shall be attached as Exhibit A, or incorporated here by reference. In the event of conflict between the terms of the Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

1.3. Use and Disclosure of PHI to Provide Services. The Contractor will not use or further disclose PHI (as such term is defined in the Final Privacy Rule) other than as permitted or required by the terms of the Service Agreement or as required by law. Except as otherwise provided in this document, the Contractor may make any and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Agreement are prohibited.

2. Additional Contractor Activities. Except as otherwise provided in this Agreement, the Contractor:

2.1. Agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law, as that phrase is defined at 45 CFR 164.501, provided that such use or disclosure would not violate the Final Privacy Rule if done by the Covered Entity.

2.2. Represents to Covered Entity that (i) any disclosure it makes will be permitted under applicable laws, and (ii) the Contractor will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the Final Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement, and that such person will notify the Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.3. May bring together the Covered Entity's PHI in Contractor's possession with the PHI of other covered entities that the Contractor has in its possession through its capacity as a contractor to such other covered entities, provided that the purpose of bringing the PHI information together is to provide the Covered Entity with data analyses relating to its Healthcare Operations, as such term is defined in the Final Privacy Rule. The Contractor will not disclose the PHI obtained from Covered Entity to another Covered Entity without written authorization from Covered Entity.

2.4 May de-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in C.F.R. §164.514(b) and that Contractor maintains such documentation as required by applicable law, as provided for in 42 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

3. Contractor Covenants. Contractor agrees to:

3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement;

3.2 Not to use or further disclose PHI except as permitted under this Agreement, the Final Privacy Rule, and applicable State Law, each as amended from time to time;

3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;

3.4 Report to Covered Entity any use or disclosure of the PHI not permitted by this Agreement within five days of the Contractor becoming aware of such use or disclosure;

3.5 In conjunction with the requirements of Section 2.2, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by the Contractor on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Contractor with respect to the PHI;

3.6 Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Within ten days of a request by Covered Entity, report to Covered Entity all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the Final Privacy Rule. The report to the Covered Entity shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. §164.528;

3.7 Maintain the integrity of any PHI transmitted by or received from Covered Entity;

3.8 Comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities;

3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5 and 6.

3.10 Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)B).

4. Covered Entity Covenants.

4.1 Covered Entity shall provide Contractor with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.

4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

4.4 Covered Entity shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This provision specifically excepts those situations in which the Contractor will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Contractor.

5. **Access to PHI**. Within five (5) days of a request by Covered Entity for access to PHI about a patient contained in a Designated Record Set, as such is defined in the Final Privacy Rule, the Contractor shall make available to Covered Entity, or the patient to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient requests access to PHI directly from the Contractor, the Contractor shall, within five days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

6. **Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for the amendment of patient's PHI or a record regarding a patient contained in a Designated Record Set the Contractor shall, as required by 45 C.F .R. § 164.526, incorporate any such amendments in the PHI; provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by the Contractor or others to the loss of the patient who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by Contractor in a Designated Record Set.

7. **Accounting for Disclosures of PHI**. Within thirty (30) days of notice by Covered Entity to the Contractor that it has received a request for an accounting of disclosures of PHI regarding an individual, the Contractor shall make available to Covered Entity such information as is in the Contractor's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall, within five (5) days, forward the request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver to the Individual any accounting requested.

8. **Access to Books and Records Regarding PHI**. Within ten (10) days of notice by the Covered Entity, the Contractor will make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by the Contractor on behalf of, Covered Entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Covered Entity compliance with the Final Privacy Rule.

9. **Disposition of PHI Upon Termination**. The Contractor will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of, Covered Entity which the Contractor and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Contractor will notify Covered Entity of such event in writing and will therefore extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

10. Representations and Warranties.

10.1. Mutual Representations and Warranties of the Parties.

Each Party represents and warrants to the other Party:

(a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

(b) that neither the execution of this Agreement, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.

(c) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.

(d) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

11. Term.

Unless otherwise terminated as provided in Section 12, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of the Services Agreement.

12. Termination.

12.1. Generally. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such expiration or termination in accordance with Section 13.

12.2. Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement, the Services Agreement and any related agreements if the Covered Entity makes the determination that Contractor has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Contractor with written notice of the existence of the breach and provide Contractor with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Contractor shall cure said breach to the satisfaction of the Covered Entity within

an additional fifteen (15) days. Failure by Contractor to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the Covered Entity. If termination is not feasible, Covered Entity has the right to report the breach or violation to the Secretary of the U.S. Department of Health and Human Services.

13. **Effect of Termination**. Upon termination pursuant to Section 12, Contractor agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(1), if it is feasible to do so. Prior to doing so, the Contractor further agrees to recover any PHI in the possession of its subcontractors or agents.

If it is not feasible for the Contractor to return or destroy all PHI, the Contractor will notify the Covered Entity in writing. Such notification shall include: (i) a statement that the Contractor has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Contractor further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Contractor's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

If it is not feasible for the Contractor to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Contractor must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

14. **Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any third-party beneficiary rights in any person.

15. **Amendments; Waiver**. Both the Covered Entity and Contractor agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Final Privacy Rule and HIPAA. This Agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

16. **Notices**. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

Covered Entity:

ARC
229 Peachtree St, NE
Suite 100
Atlanta, Georgia 30303

Contractor:

Gwinnett County Senior Services
567 Swanson Drive
Lawrenceville, GA 30045

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above.

17. Regulatory References. A reference in this Agreement to a section in the Final Privacy Rule means the section in effect or as amended, and for which compliance is required.

18. Survival. The respective rights and obligations of Contractor under this Agreement shall survive termination of this Agreement.

19. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule and which protects the privacy of the Individual.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date:

Gwinnett County BOC	Atlanta Regional Commission Executive Director

Form 1: CONTRACTOR/VENDOR INFORMATION

Legal name & address of entity: _____

_____

_____

_____

If different from above-
Legal name of Payee: _____
Payment Address: _____

_____

_____

(If additional addresses are needed, identify each and its purpose on the reverse of this page.)

Legal entity status (please mark all that apply):

☐ **Corporation/C-Corp LLC/S-Corp LLC**

☐ **Partnership/LLC Partnership/LLP**

☐ **Non-Profit: 501(c)(3)/501(c)(4)**

☐ **Individual/Sole-Proprietor/Single Member LLC**

☐ **Government: Federal/State/Local/Authority**

☐ **Other: (describe)** _____

_____

(Federal) Employer Identification Number: _____
OR
Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES ☐ **NO** ☐

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES ☐ **NO** ☐

E-verify Status: ☐ **Registered: E-verify Number** _____ **DUNS Number** _____

☐ **Not Registered**

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES ☐ **NO** ☐

Minority or Women Business Enterprise under 49 CFR Part 23? YES ☐ **NO** ☐

Attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends $750,000 or more in a year in Federal awards? YES ☐ **NO** ☐
If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: _____ **Signature:** _____

Title: _____ **Date:** _____

Form 2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 45 CFR Part 76, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. LOBBYING

As required by **Section 1352, Title 31 of the U.S. Code** (as implemented at 45 CFR Part 93), the applicant certifies that to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT	AWARD NUMBER and/or PROJECT NAME
PRINTED NAME OF AUTHORIZED REPRESENTATIVE	TITLE OF AUTHORIZED REPRESENTATIVE
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE

Form 3: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT CONTRACTOR 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, firm or entity which is engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

_____ _____

EEV / E-Verify™ Company Identification Number Date of Authorization

_____

Company Name

_____

Signature of Authorized Officer or Agent

_____

Title of Authorized Officer or Agent

_____

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

_____ [NOTARY SEAL]

Notary Public

My Commission Expires:

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260717	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Financial Services			Date Submitted:	05/27/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing - Brandi Cantie - DG			Multiple Depts?	No
Agenda Type	Award				

Item of Business: Locked by Purchasing: No

RP011-26, provision of information technology and other internal auditing services on an annual contract (July 14, 2026 through July 13, 2027), to Rausch Advisory Services, LLC, amount not to exceed $225,920.00.

Attachments	Summary Sheet, Justification Letter, Score Tabulation, Cost Tabulation
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	Award
BAC Action:	
Department Head	raroyal (6/25/2026)
Attorney	jjkandel (7/10/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	$225,920	brainey (7/10/2026)

Finance Comments	*The current balance in Professional Services is checked as services are provided. For FY2026, $112,960 is allocated. For FY2027, $112,960 is subject to budget approval.	FinDir's Initials: raroyal (7/10/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – RP011-26
Provision of Information Technology and Other Internal Auditing Services on an Annual Contract

PURPOSE:	This contract will be used to assist the County with risk assessments, conduct audits and identify ways of improving the protection of assets and data.
LOCATION:	Office of the County Administrator
AMOUNT TO BE SPENT:	$225,920.00
PREVIOUS CONTRACT AWARD AMOUNT:	$219,302.00
AMOUNT SPENT PREVIOUS CONTRACT:	$219,302.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	29.2% increase*
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	807 164 website viewings
NUMBER OF RESPONSES:	17
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:	July 14, 2026 through July 13, 2027

COMMENTS: *The previous awarded vendor's proposal was priced aggressively with the intension of securing the contract and establishing a longer term business relationship with the County and in this region.

GWINNETT COUNTY
OFFICE OF THE COUNTY ADMINISTRATOR
INTERNAL AUDIT

75 Langley Drive | Lawrenceville, GA 30046-6935
(O) 770.822.7757 | (F) 770.822.7725
www.gwinnettcounty.com

MEMORANDUM

TO: Dana Garland
Purchasing Manager

THROUGH: Glenn Stephens
County Administrator

FROM: Leslie Villanueva
Director of Internal Audit

SUBJECT: Recommendation to Award RP011-26 Provision of Information Technology and Other Internal Auditing Services on an Annual Contract

DATE: May 29, 2026

REQUESTED ACTION

The Office of Internal Audit recommends award of the above referenced contract to **Rausch Advisory Services, LLC.** in the amount of $225,920.00.

DESCRIPTION

This contract is for information technology audit and advisory services. Rausch Advisory Services, LLC. will conduct risk assessments, planning and test work throughout the year to assess and report on the effectiveness of Gwinnett County's Information Technology security controls. Rausch is a local firm with full-time staff members who have IT security expertise and certifications, as well as auditing experience. This is the background needed to perform IT audits in collaboration with Internal Audit.

References checked? X Yes _____ No

FINANCIAL

1. Estimated amount to be spent: $225,920.00
2. Projected amount to be spent previous contract period: $219,302.00
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ____ N/A _____
5. Grant Funded: Yes ____ No X
6. SPLOST Funded: Yes ____ No X
7. Contact name: Betrand Williams Contact phone: 770-822-7865

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260771	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Financial Services			Date Submitted:	06/08/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	tmwilliams			Multiple Depts?	
Agenda Type	Approval/authorization				

Item of Business: Locked by Purchasing: No

of the May 31, 2026 Monthly Financial Report and ratification of all budget amendments.

Attachments	May 31, 2026 Monthly Financial Status Report and ratification of all budget amendments

Authorization: Chairwoman's Signature? No

Staff Recommendation	
BAC Action:	
Department Head	raroyal (7/7/2026)
Attorney	abcauthen (7/10/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various	*	*	brainey (7/10/2026)

Finance Comments	*The financial status report recognizes all County budget adjustments through May 31, 2026.	FinDir's Initials: raroyal (7/10/2026)

☑ Budget Adjust ☑ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	

Vote: No Action Taken

Gwinnett
Financial Services

MONTHLY FINANCIAL STATUS REPORT

FOR THE PERIOD ENDED
MAY 31, 2026
(UNAUDITED)

GWINNETT COUNTY
GEORGIA

www.gwinnettcounty.com

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
75 Langley Drive | Lawrenceville, GA 30046-6935
770.822.7850
www.gwinnettcounty.com

MEMORANDUM

TO: Nicole Love Hendrickson, Chairwoman
District Commissioners
Glenn Stephens, County Administrator
Buffy Rainey, Deputy County Administrator/CFO

FROM: Russell Royal
Director of Financial Services

DATE: June 26, 2026

SUBJECT: Monthly Financial Report for the Period Ended May 31, 2026

This report, which includes unaudited information through the fifth month of fiscal year 2026, is prepared by the Department of Financial Services as a summary of revenues and expenses 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 10
Administrative Support Fund	Page 11
Recurring Items	Page 12
Financial Report	Page 14
Budget Adjustments by Fund Schedule	Page 61

EXECUTIVE SUMMARY

2027 Budget Preparation

Departments developed their fiscal year 2027 operating and capital budgets and submitted them in June.

Assessment Notices

The Gwinnett County Board of Assessors mailed Annual Notices of Assessment for residential and commercial real property on May 15, 2026, and for personal property, such as boats, airplanes, and business equipment, on May 22, 2026. Legislation in 2026 created a new standardized state-wide assessment notice that now includes an estimate of tax savings. This estimate is calculated by totaling the dollar value of any exemptions, credits, or preferential assessments applied to each property for 2026 using the 2025 millage rates for taxing authorities based on property location. Property owners had 45 days from the date of the notice to appeal their values. The actual tax bills, due in the fall, will be based on tax rates set by the Board of Commissioners, the cities, and the Board of Education later this year. For information about the appeals process, visit www.gwinnett-assessor.com.

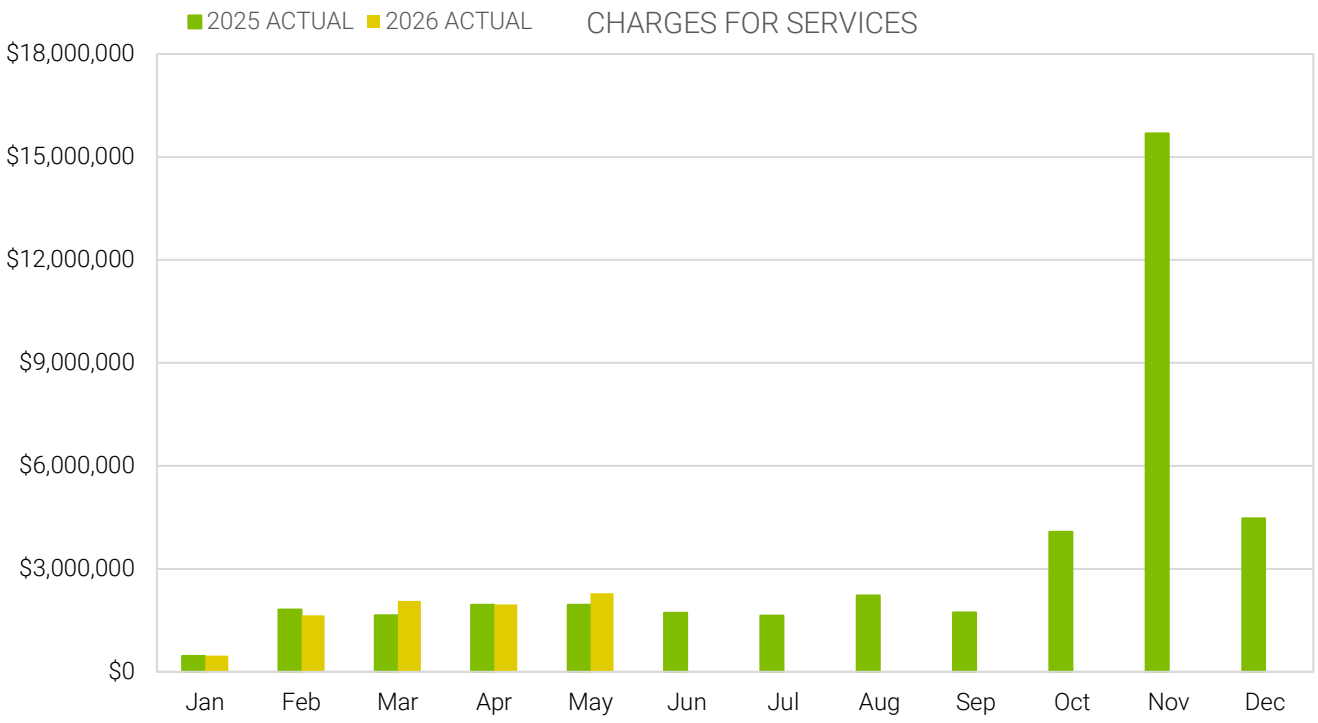
Defined Benefit Pension and Other Post-Employment Benefit Plans

The County's actuarial firm, CavMac Actuarial Consulting Services, recently completed reports on the County's Defined Benefit Pension and Other Post-Employment Benefits Plans. As of January 1, 2026, the DB Pension Plan is funded at 85 percent, which is up when compared to last year's funded level and the County's OPEB Plan is funded at 94 percent, which is down from last year's funded level, primarily due to increased claims. The County's continued efforts to fund long-term liabilities like the Pension and OPEB Plans, while also balancing the budget in the current fiscal year, demonstrates a commitment to prudent financial planning now and in the future.

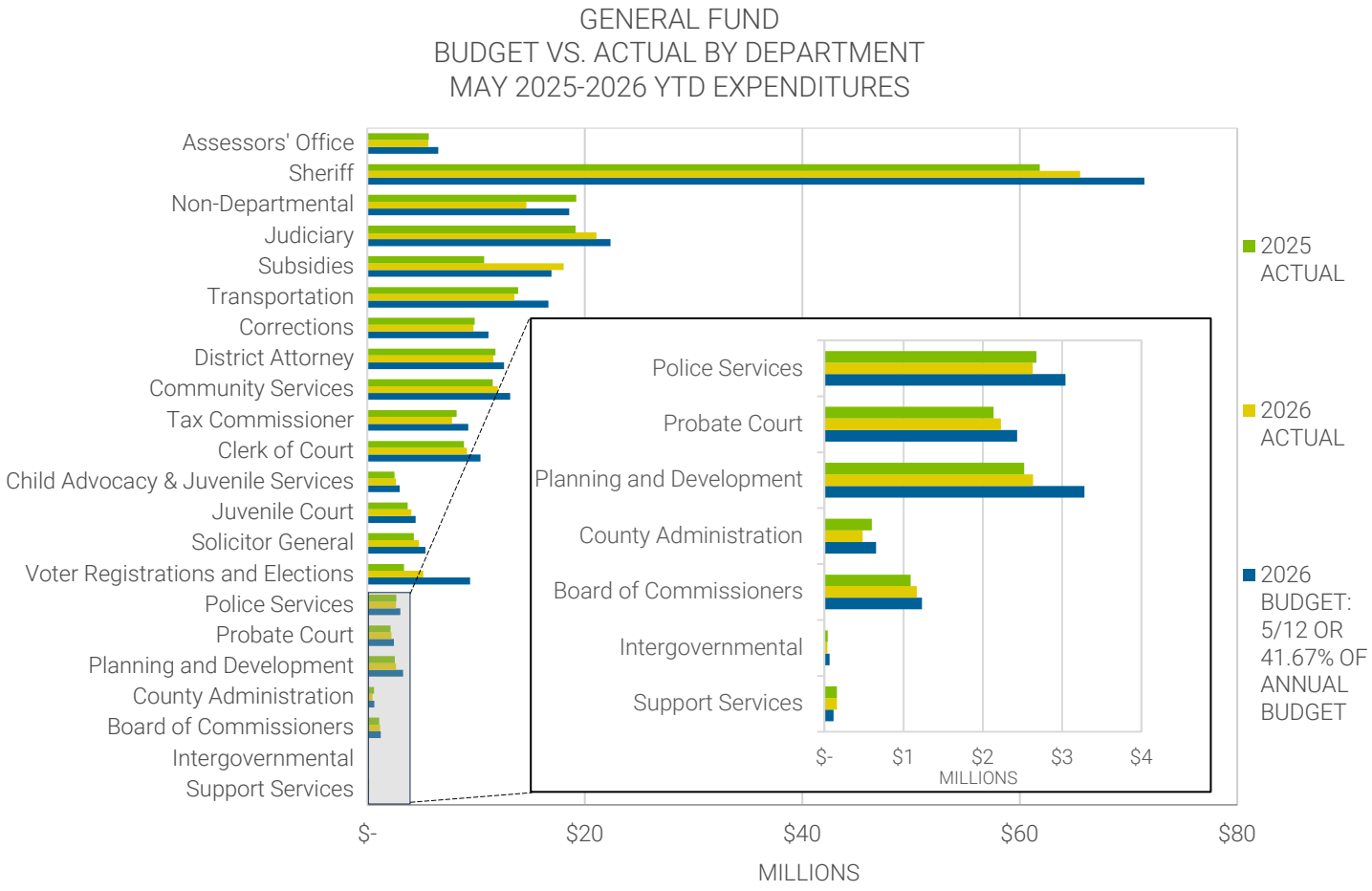
GENERAL FUND (PAGE 14)

The General Fund accounts for all County revenues and expenses 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, community 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 is another major revenue category in the General Fund. The main sources of revenue in this category are tax commissions related to property taxes, judicial services, and school and summer youth programs.



As seen in the chart, last year there were significant increases in monthly collections around the property tax due date of November 15, 2025. 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 revenue is up approximately $605,000, or 8 percent, compared to the same period last year. This is primarily due to higher collections from court-related fees and charges (including civil, state, and magistrate court fees) and revenues from detention and correction services.



Sheriff expenses are approximately $3.7 million, or 6 percent, higher compared to last year, primarily due to fewer vacancies and higher salaries. The average vacancy rate decreased from 30 percent to 26 percent in 2026. Additionally, expenses are higher related to the purchase of additional body cameras and related software. However, expenses are under budget approximately $6.0 million, or 8 percent, primarily in personnel costs resulting from a change in the payroll process (discussed on page 12), and lower-than-anticipated spending due to operating supplies and uniforms, as well as professional services due to timing, as the inmate healthcare contract payment is one month in arrears.

Non-Departmental expenses are approximately $4.6 million, or 24 percent, lower than prior year. This is primarily due to lower operating contributions to capital funds, as discussed on page 13. The decrease reflects a strategic decision to utilize existing capital fund balance rather than transfer resources from operating funds. This approach preserves the fund balance in the General Fund while intentionally spending down accumulated Capital Fund reserves.

Judiciary expenses are approximately $1.9 million higher compared to 2025, primarily due to an increase in the costs associated with indigent defense, court reporter transcripts, and interpreters. However, expenses are under budget approximately $1.3 million, or 6 percent, primarily in personnel services resulting from a change in the payroll process, discussed on page 12.

Subsidies expenses are approximately $7.3 million, or 68 percent, higher than last year due to the timing of and an increase in payments for the Gwinnett County Public Library and Medical Examiner. Expenditures are projected to remain within budget by year-end.

Transportation expenses are approximately $346,000, or 2 percent, lower compared to last year primarily due to not having contributions to capital for vehicle replacements, discussed on page 13, and lower personnel costs

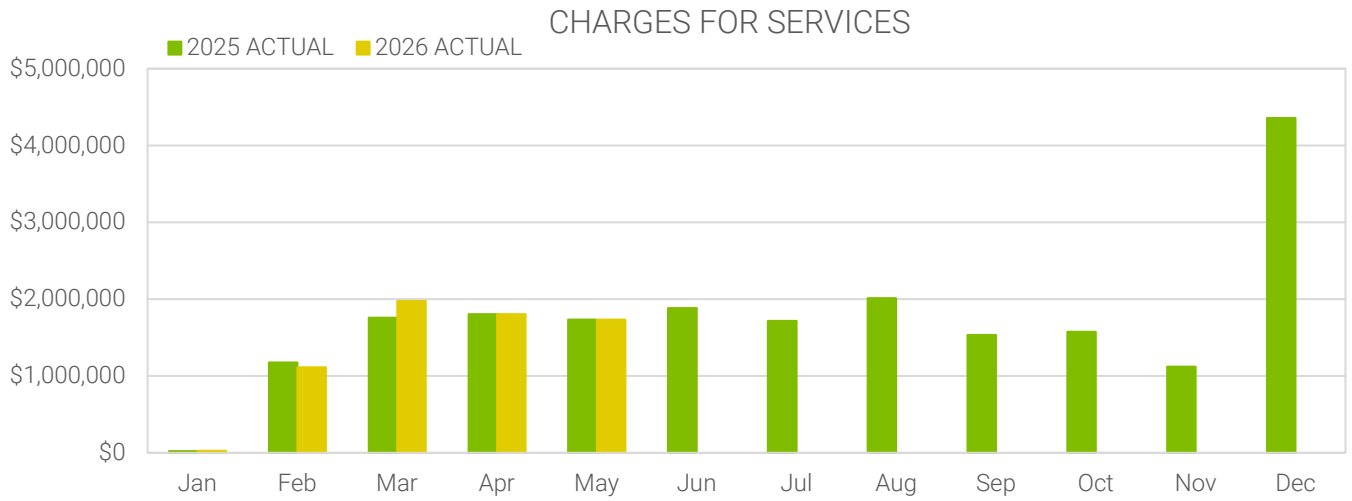
related to the process change discussed on page 12. This decrease is partially offset by higher overtime expenses related to this year's snow and ice storms. Additionally, expenses are under budget approximately $3.1 million, or 19 percent, primarily due to repairs and maintenance, personnel services (for the reason stated above), industrial supplies, professional services, and utilities, which are typically low until mid-year.

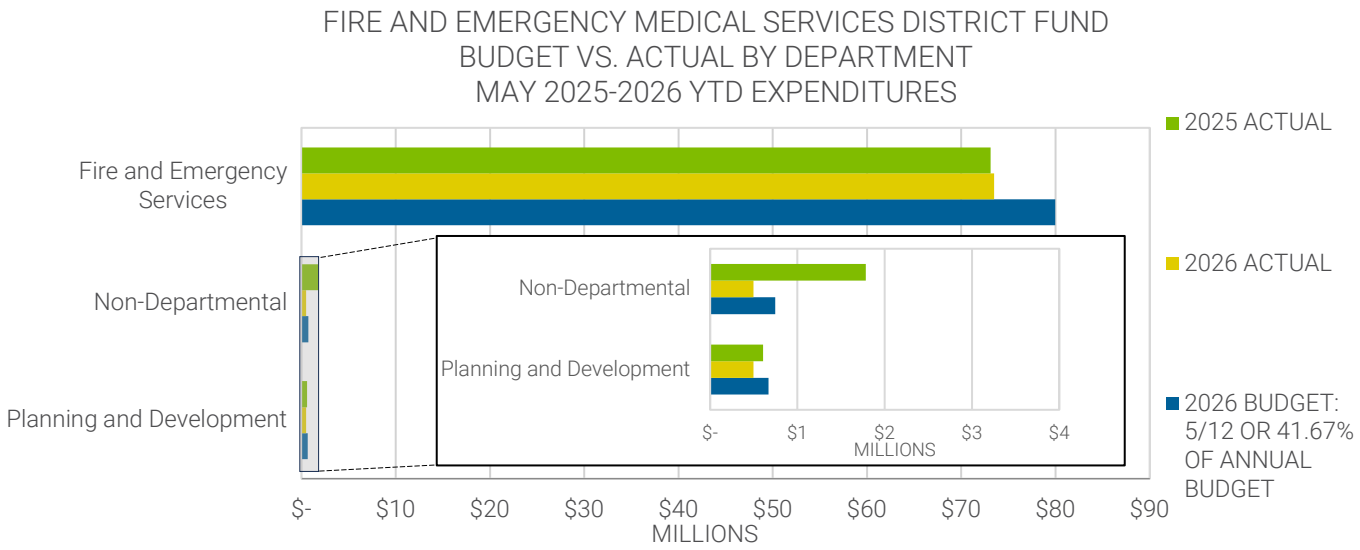
Voter Registration and Elections expenses are up approximately $1.8 million compared to the same period last year, primarily due to election-related activities. Expenses are expected to continue rising as additional elections are conducted throughout the year. Despite the year-over-year increase, expenses remain approximately $4.3 million below budget, which is typical during an election year due to the timing of election-related costs.

FIRE AND EMERGENCY MEDICAL SERVICES DISTRICT FUND (PAGE 16)

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. Charges for Services is another major revenue category in this fund and is shown in the chart below. Charges for Services revenue, which primarily consists of ambulance fees, is up approximately $152,000, or 2 percent, when compared to the same time last year. This is attributed to an increase in the number of emergency medical service transports.





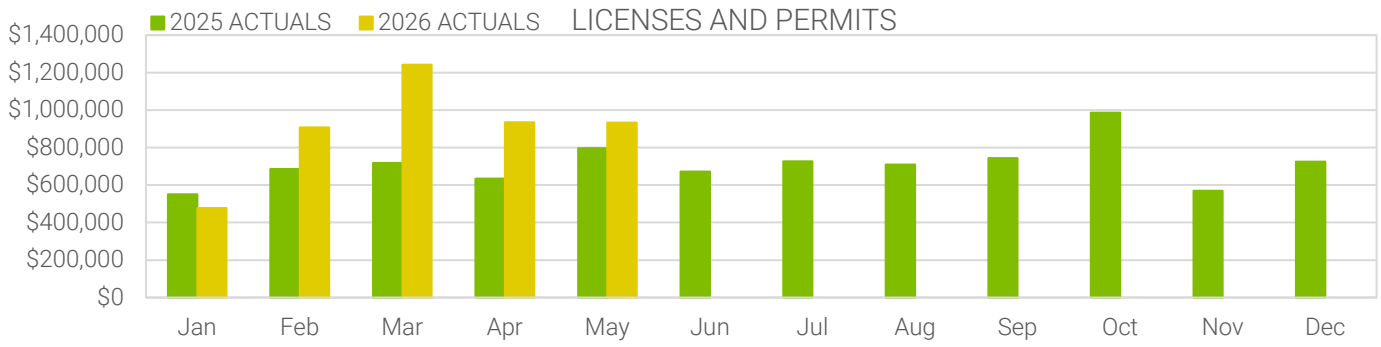
Fire and Emergency Services is under budget approximately $6.5 million, or 8 percent, primarily in personnel services resulting from a change in the payroll process, discussed on page 12. Industrial supplies, repairs and maintenance, and professional services are also under budget due to timing which will be paid later in the year.

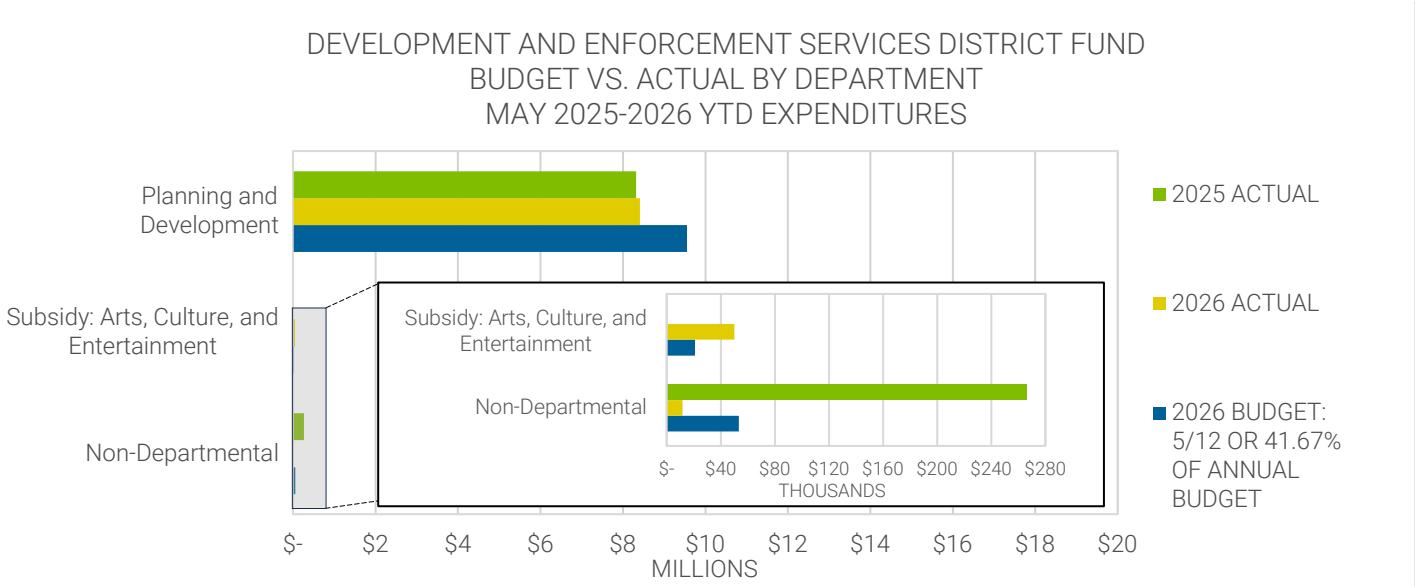
Non-Departmental expenses are approximately $1.3 million lower in comparison to 2025, primarily due to not having capital project contributions in the current year as discussed on page 13.

DEVELOPMENT & ENFORCEMENT SERVICES DISTRICT FUND (PAGE 17)

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. Licenses and Permits is another major revenue category in this fund and is shown in the chart below. When compared to the same time last year, Licenses and Permits revenue is up approximately $1.1 million, or 33 percent. This is primarily due to an increase in residential and commercial building permit activity.





Planning and Development expenses are under budget by $1.1 million, or 12 percent, primarily in personnel services due to the payroll process change discussed on page 12. The average vacancy rate increased from 8 percent to 10 percent in 2026.

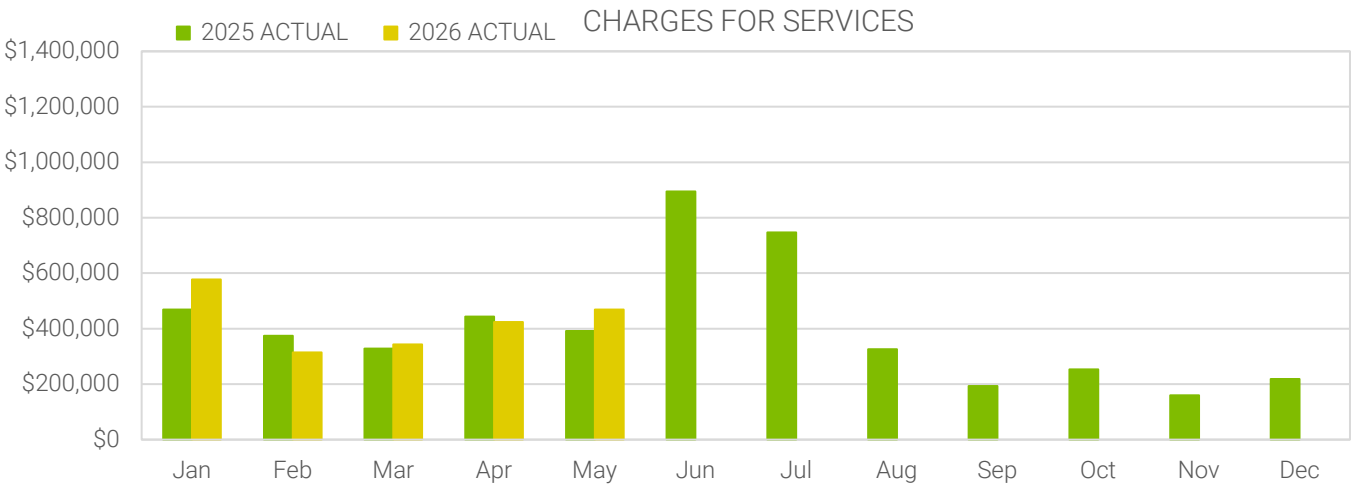
Arts, Culture, and Entertainment expenses reflect a one-time payment supporting the Create Gwinnett initiative, which provides funding to begin implementation of the County's Arts Master Plan.

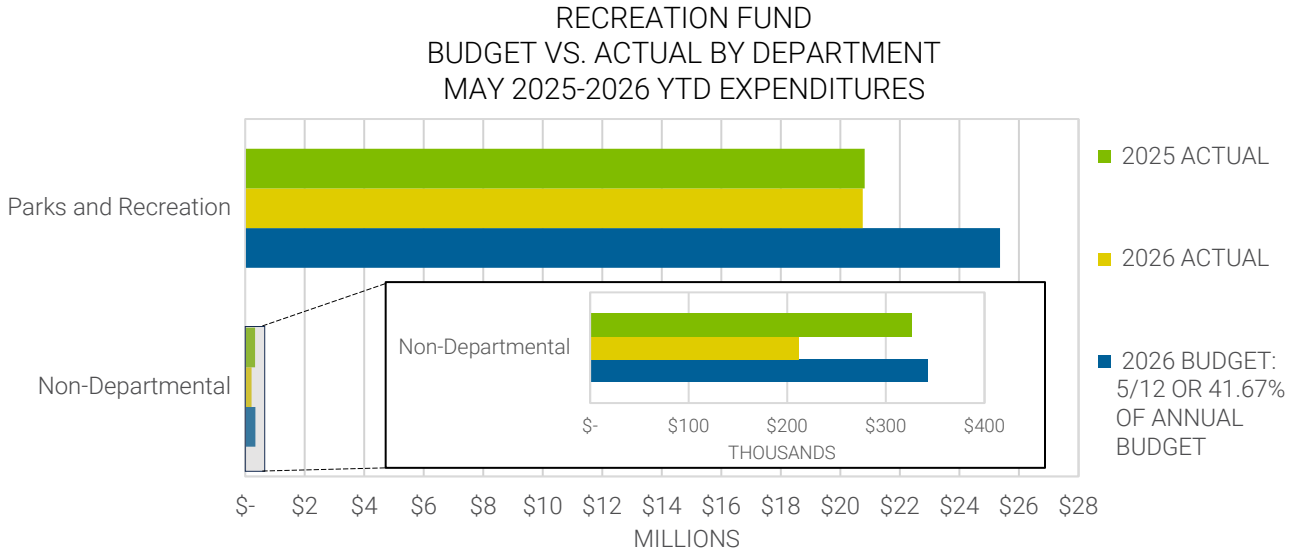
Non-Departmental expenses are approximately $254,000 lower in comparison to 2025, primarily due to not having capital project contributions in the current year as discussed on page 13.

RECREATION FUND (PAGE 18)

The Recreation Fund accounts 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.

The main revenue source for the Recreation Fund will shift to property taxes later in the year when they are collected. Charges for Services is another major revenue category in this fund and is shown in the chart below. When compared to the same time last year, Charges for Services revenue is up $123,000, or 6 percent. This is primarily due to increased participation in community recreation programs and classes.





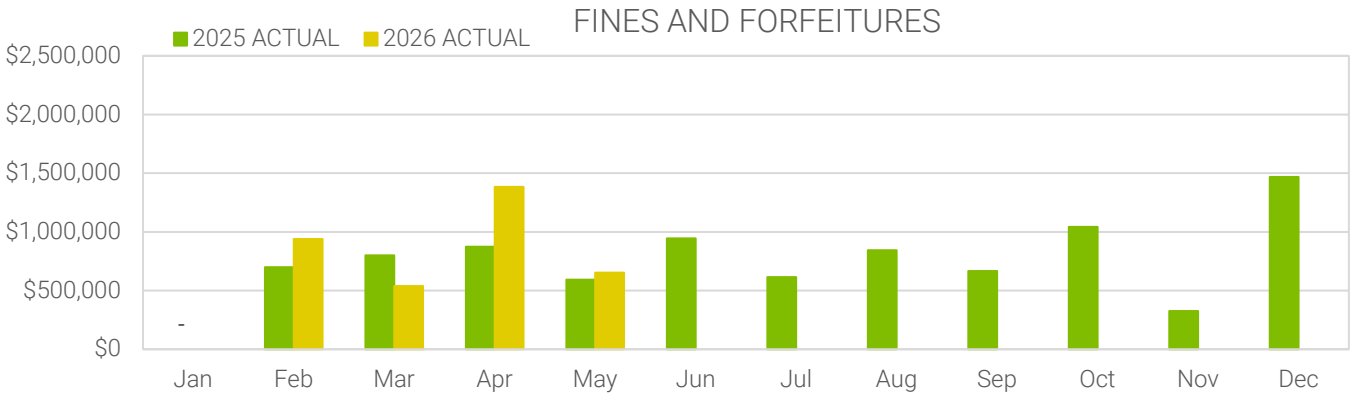
Parks and Recreation expenses are under budget approximately $4.6 million, or 18 percent, primarily in personnel services due to the payroll process change discussed on page 12. Expenses are also under budget in utilities, repairs and maintenance, and supplies which are all expected to increase as summer operations and aquatics programs ramp up.

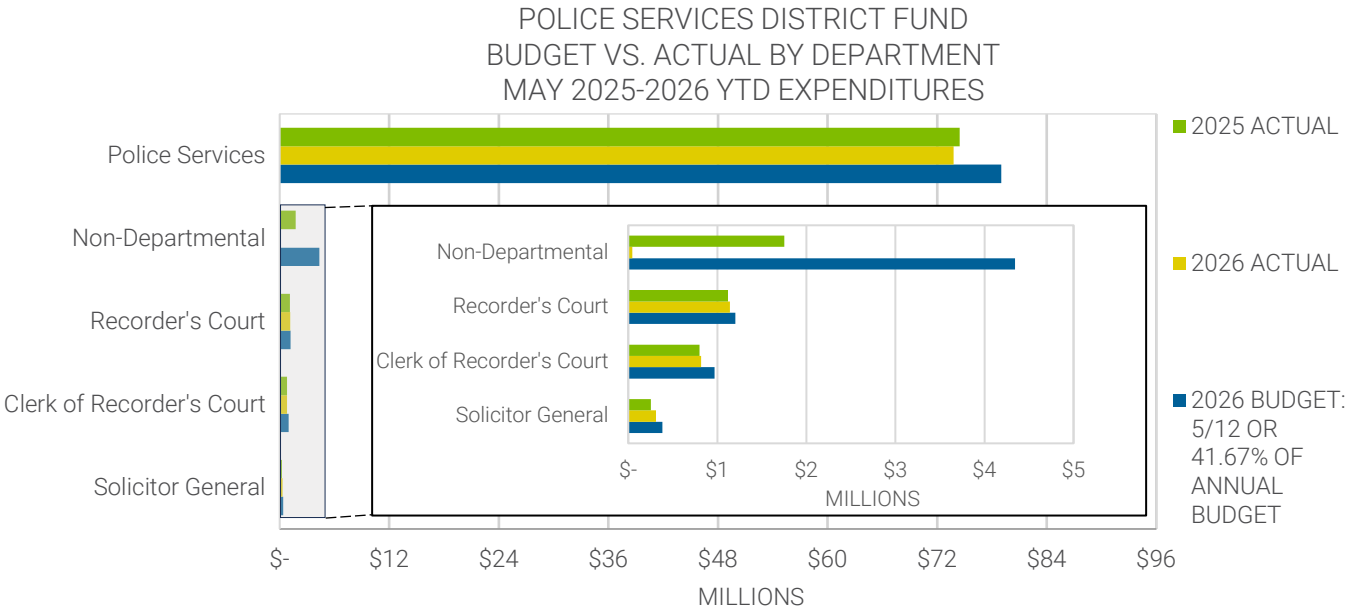
Non-Departmental expenses are approximately $115,000 lower in comparison to 2025, primarily due to not having capital project contributions in the current year as discussed on page 13.

POLICE SERVICES DISTRICT FUND (PAGE 19)

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, Mulberry, Peachtree Corners, Rest Haven, and Sugar Hill).

The main revenue source for the Police Services District Fund will shift to property taxes later in the year when they are collected. Fines and Forfeitures is another major revenue category in the Police Services District Fund. When compared to the same time last year, Fines and Forfeitures revenue is up approximately $546,000, or 18 percent. The increase is primarily attributable to an increase in the number of schools in the school zone automated speed detection program resulting in higher collections.

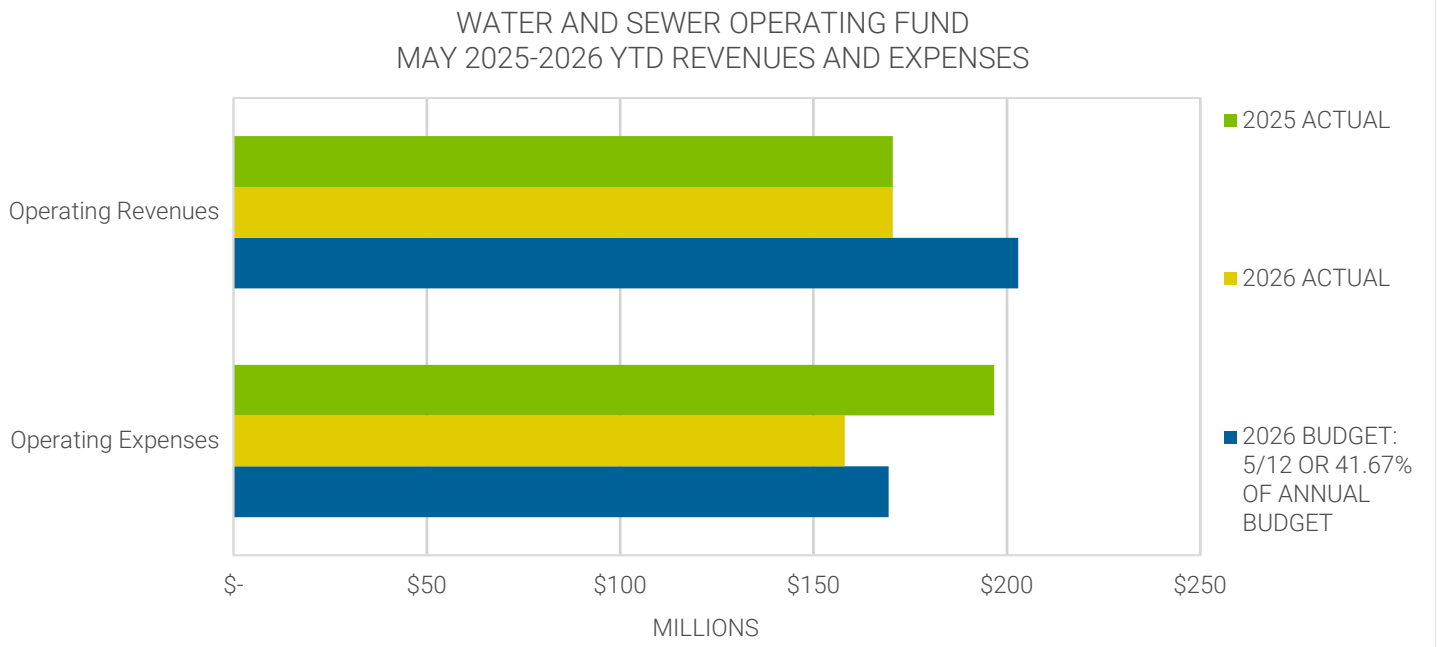




Police Services expenses are approximately $681,000, or 1 percent, lower than the prior year primarily due to not having capital contributions for vehicle replacements this year as discussed on page 13. This decrease is partially offset by higher personnel costs related to fewer vacancies. The average vacancy rate decreased from 21 percent to 14 percent in 2026. Additionally, Police Services is under budget approximately $5.2 million, or 7 percent, primarily in personnel services due to the change in the payroll process, discussed on page 12.

WATER & SEWER OPERATING FUND (PAGE 49)

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

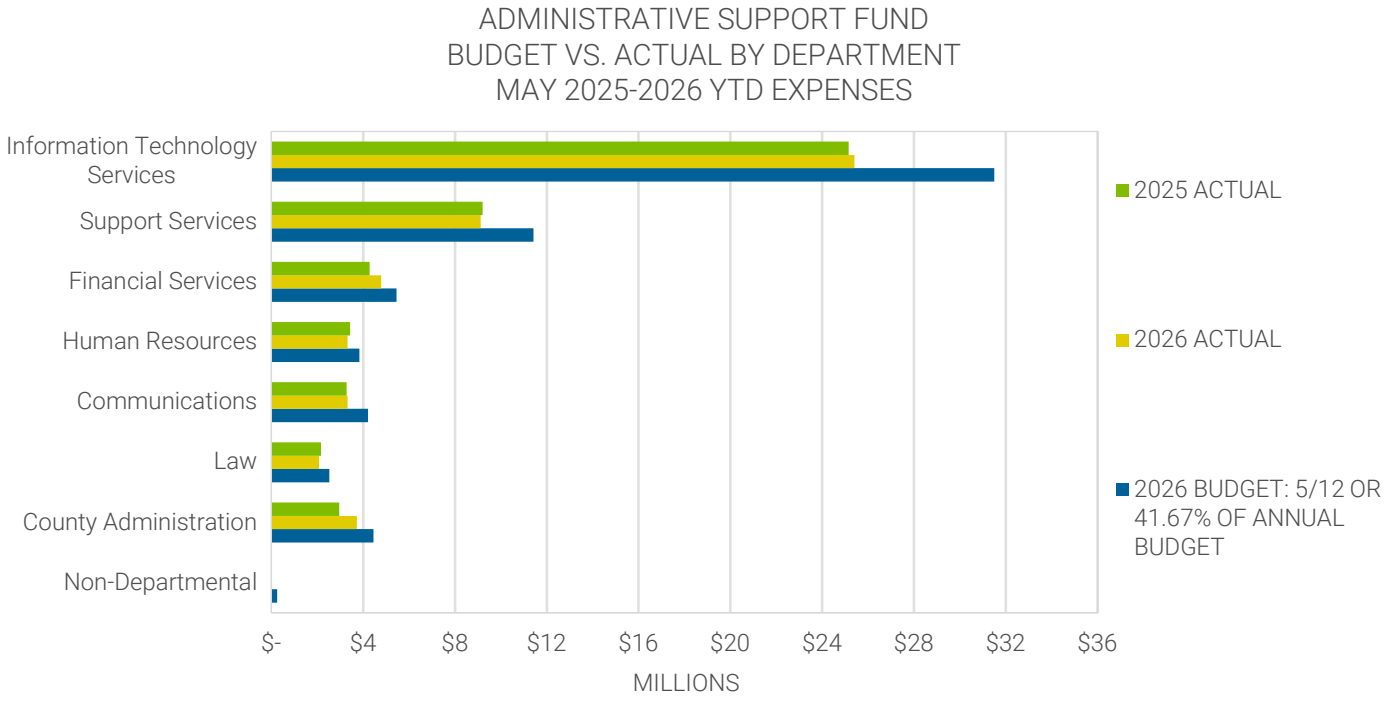


Year-to-date Water and Sewer Operating Fund revenues are comparable to last year. This is primarily due to higher investment earnings, as discussed on page 13, and miscellaneous revenue from a property damage Settlement. The higher investment earnings are partially offset by lower Charges for Services revenue due to the timing of revenue associated with the customer billing solution transition and reduced developer contributions from water meter permit sales. Revenues are under budget by approximately $32.5 million, or 16 percent due to the timing of revenue collections. Approximately 50 percent of revenue received in January was for services provided in December and was recorded in 2025. This is normal and revenues will align with budget by year-end.

Year-to-date, Water and Sewer expenses are down approximately $38.6 million, or 20 percent, compared to last year. This decrease is primarily attributable to lower capital contributions and a reduction in debt service payments, discussed on page 13, and is partially offset by increases in personnel costs due to fewer vacancies and overtime attributed to the implementation of customer billing solution. The average vacancy rate decreased from 7 percent in 2025 to 6 percent in 2026. Additionally, expenses in the Water and Sewer Operating Fund are under budget approximately $11.3 million, or 7 percent, primarily due to the timing of invoice payments and the process change for personnel services , discussed on page 12.

ADMINISTRATIVE SUPPORT FUND (PAGE 55)

The Administrative Support Fund accounts for the activities of all central support departments: Communications, County Administration (excluding Internal Audit, Assessors' Office, and Voter Registrations and Elections), 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.

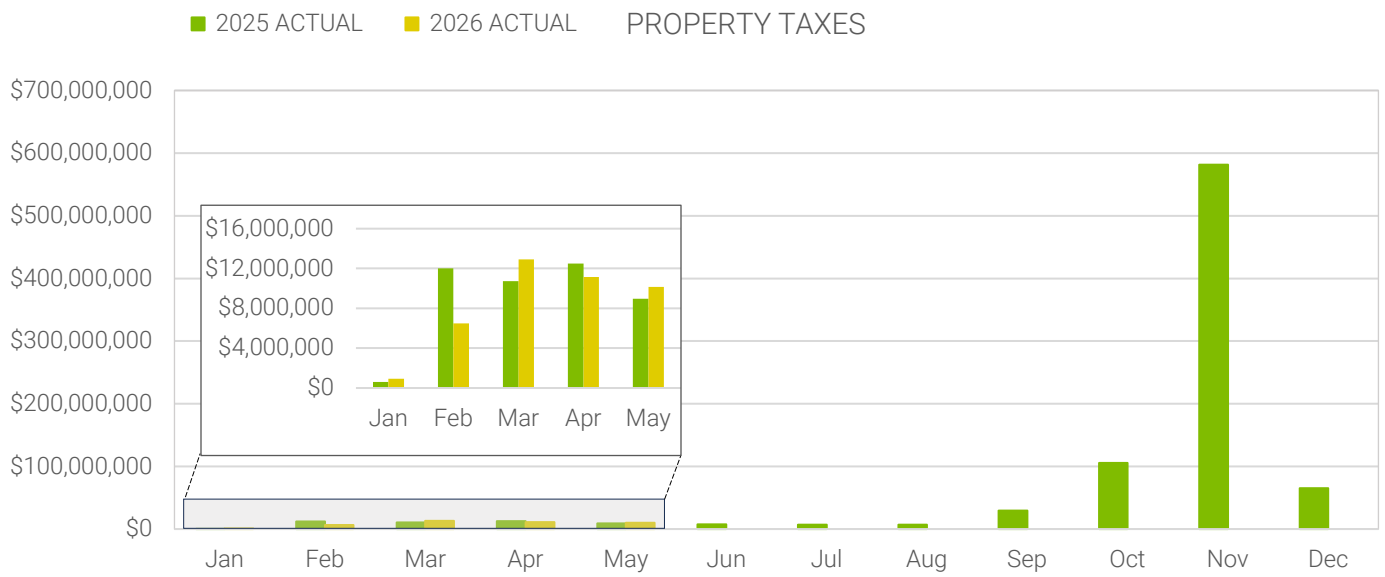


Information Technology Services expenses are up approximately $241,000, or 1 percent, when compared to the same time last year. This is primarily due to higher personnel costs from fewer vacancies. The average vacancy rate decreased from 7 percent to 6 percent in 2026. However, expenses are approximately $6.1 million, or 19 percent, under budget in technical services, supplies, and personnel services due to the payroll process change, discussed on page 12.

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 the collection date. Those funds are General, Fire & EMS, Development & Enforcement, Recreation, Police, and the 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. In the prior year, property taxes were collected around the November 15, 2025 due date. Compared to the same time last year, property tax collections are down $3.2 million, or 7 percent. This decrease is primarily driven by lower Title Ad Valorem Tax (TAVT) revenue, as well as lower prior year property tax collections related to timing and changes in the accrual period.

Tax Digest Adjustment

In May, the Board of Assessors approved adjustments to the tax digest that resulted in a net increase of approximately $45.7 million for tax years 2017 through 2025. These adjustments include a net increase of approximately $45.4 million in real property assessed values and a net increase of approximately $327,000 in personal property assessed values. The majority of the adjustments are from appeal resolutions.

Risk Management Fund

As of the date of this report, the Risk Management Fund has expended 51 percent of its budgeted appropriations. This variance is expected and reflects the payment of annual insurance premiums in January. As the year progresses and revenues are collected, the fund's financial position is expected to normalize.

Payroll Process Change

In 2026, the County implemented a change in its payroll process in which payroll expenses are recorded in the month they are processed rather than accruing them to the prior month. As a result of this change, personnel costs may appear lower when compared to prior year. The variance is related to timing and does not represent a decrease in staffing or compensation. Accruals are still performed for annual year-end reporting.

Contribution to Capital
Capital contributions in the General, Fire and EMS District, Development & Enforcement District, Recreation, and Police Funds are lower in 2026 compared to 2025. The decrease reflects a strategic decision to utilize existing capital fund balance rather than transfer additional resources from operating funds.

Investment Income
Beginning in January 2026, investment revenue earned in capital funds will be recorded in the corresponding operating fund. As a result, operating funds with a corresponding capital fund will reflect significant year-over-year revenue growth, even though market rates and expectations for County-wide investment revenue have decreased slightly. Investment Revenue is trending significantly above budget because market rate cuts factored into the budget have not materialized due to higher than anticipated inflation.

Debt Service
In August 2025, the Department of Water Resources paid off its 2016 and 2021 revenue bonds. Bond-related expense was approximately $63.2 million in 2025 and is projected to be $41.0 million in 2026.

101-General Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 228,689,896	$ 228,689,896	$ 228,689,896			
Revenues:						
Taxes	$ 522,806,388	$ 522,806,388	$ 56,893,613	10.88%	$ 58,586,222	11.65%
Licenses and Permits	5,470,409	5,470,409	1,849,990	33.82%	1,635,473	30.37%
Intergovernmental Revenues	2,490,047	2,490,047	657,064	26.39%	1,043,374	47.19%
Charges for Services	39,540,262	39,540,262	8,439,130	21.34%	7,834,609	20.51%
Fines and Forfeitures	3,110,758	3,110,758	1,049,816	33.75%	1,111,135	35.91%
Investment Income	10,258,811	10,258,811	5,556,711	54.17%	2,873,268	48.63%
Contributions and Donations	107,700	107,700	563,447	523.16%	6,147	5.41%
Miscellaneous	1,376,853	1,376,853	1,279,017	92.89%	1,245,967	60.63%
Other Financing Sources	-	-	37,402	-	183,797	-
TOTAL REVENUES	$ 585,161,228	$ 585,161,228	$ 76,326,189	13.04%	$ 74,519,990	12.73%
Appropriations:						
Assessors' Office	$ 15,633,270	$ 15,656,782	$ 5,585,092	35.67%	$ 5,643,649	37.68%
Board of Commissioners	2,951,332	2,951,332	1,167,235	39.55%	1,087,068	39.89%
County Administration	1,566,361	1,566,361	482,851	30.83%	599,563	34.80%
Tax Commissioner	22,276,728	22,276,728	7,787,423	34.96%	8,212,835	38.08%
Transportation	39,929,859	39,939,512	13,519,394	33.85%	13,864,899	33.49%
Planning and Development	7,869,908	7,874,408	2,632,864	33.44%	2,520,873	37.25%
Police Services	7,299,106	7,299,106	2,629,498	36.02%	2,674,837	35.17%
Corrections	26,697,375	26,697,375	9,768,678	36.59%	9,878,991	38.93%
Sheriff	173,541,610	171,471,650	65,541,727	38.22%	61,829,735	34.42%
District Attorney	30,177,211	30,177,211	11,594,462	38.42%	11,768,259	39.53%
Solicitor General	12,835,887	12,835,887	4,753,932	37.04%	4,271,749	35.11%
Judiciary	42,028,874	53,678,874	21,059,816	39.23%	19,163,975	36.28%
Juvenile Court	8,107,232	10,657,232	4,042,147	37.93%	3,718,124	36.43%
Child Advocacy & Juvenile Services	7,066,923	7,133,758	2,650,388	37.15%	2,489,580	37.19%
Probate Court	5,534,187	5,834,187	2,226,303	38.16%	2,135,168	39.54%
Clerk of Court	24,952,791	24,952,791	9,169,536	36.75%	8,888,493	37.63%
Voter Registrations & Elections	22,661,952	22,661,952	5,131,020	22.64%	3,359,737	25.22%
Support Services	274,300	274,300	160,184	58.40%	159,865	58.67%
Intergovernmental	160,000	160,000	37,400	23.38%	42,334	26.46%

YTD FINANCIAL REPORT 2026 | GWINNETT COUNTY

101-General Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Community Services	31,542,913	31,542,913	11,994,690	38.03%	11,525,130	35.98%
Subsidies:						
Atlanta Regional Commission	1,234,774	1,244,774	627,387	50.40%	608,267	50.00%
Board of Health	3,345,000	3,345,000	836,250	25.00%	836,250	25.00%
Dept. of Family and Children Services	660,638	660,638	165,160	25.00%	165,160	25.00%
Food Insecurity	-	150,000	740	0.49%	-	-
Gwinnett Coalition - HHS	235,088	235,088	58,772	25.00%	58,772	25.00%
Gwinnett County Public Library	27,879,605	27,879,605	13,514,340	48.47%	6,695,345	24.82%
Forestry	7,358	7,358	7,358	100.00%	7,358	100.00%
View Point Health	1,443,341	1,443,341	360,835	25.00%	360,835	25.00%
Homelessness Prevention	1,012,300	1,012,300	253,075	25.00%	253,075	25.00%
Healthcare Initiative-Chronic Care Assistance	650,000	650,000	-	-	-	-
Gwinnett Hospital Authority	1,000,000	1,000,000	1,000,000	100.00%	1,000,000	100.00%
Partnership Gwinnett	500,000	500,000	-	-	-	-
Medical Examiner	2,503,221	2,503,221	1,231,678	49.20%	751,277	31.46%
Total Subsidies	40,471,325	40,631,325	18,055,594	44.44%	10,736,338	27.13%
Non-Departmental:						
Contingency	13,579,313	9,580,384	-	-	-	-
Contribution to Capital	12,729,858	18,788,747	7,828,645	41.67%	12,867,145	33.23%
Contribution to Local Transit	15,998,560	15,998,560	6,666,067	41.67%	6,166,409	41.66%
Contribution to Airport	-	-	-	-	48,646	41.67%
Pension Reserves	155,000	155,000	127,525	82.27%	120,000	50.00%
Indigent Defense Reserve	14,500,000	-	-	-	-	-
Total Non-Departmental	56,962,731	44,522,691	14,622,236	32.84%	19,202,200	33.40%
Appropriations without Contribution to Fund Balance	580,541,875	580,796,375	214,612,471	36.95%	203,773,403	34.81%
Contribution to Fund Balance	4,619,353	4,364,853	-	-	-	-
TOTAL APPROPRIATIONS	$ 585,161,228	$ 585,161,228	$ 214,612,471	36.68%	$ 203,773,403	34.81%
Projected Fund Balance December 31	$ 233,309,249	$ 233,054,749				
Estimated Fund Balance as of Report Date			$ 90,403,614			

202-Fire and EMS District Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 116,381,345	$ 116,381,345	$ 116,381,345			
Revenues:						
Taxes	$ 192,440,515	$ 192,440,515	$ 4,781,558	2.48%	$ 4,943,122	2.72%
Licenses and Permits	1,000,000	1,000,000	451,678	45.17%	399,947	39.99%
Charges for Services	20,595,090	20,595,090	6,650,365	32.29%	6,497,921	35.87%
Investment Income	4,164,960	4,164,960	2,928,636	70.32%	1,181,495	71.35%
Contributions and Donations	1,000	1,000	1,600	160.00%	1,740	174.00%
Miscellaneous	1,000	1,000	123,745	12,374.46%	226,678	22,667.79%
TOTAL REVENUES	$ 218,202,565	$ 218,202,565	$ 14,937,582	6.85%	$ 13,309,643	6.58%
Appropriations:						
Planning and Development	$ 1,605,081	$ 1,605,081	$ 496,566	30.94%	$ 604,927	36.21%
Fire and Emergency Services	191,891,106	191,903,362	73,475,427	38.29%	73,117,171	39.33%
Non-Departmental:						
Fire EMS	1,787,584	1,787,584	495,035	27.69%	1,784,969	16.14%
Total Non-Departmental	1,787,584	1,787,584	495,035	27.69%	1,784,969	16.14%
Appropriations without Contribution to Fund Balance	195,283,771	195,296,027	74,467,028	38.13%	75,507,067	38.01%
Contribution to Fund Balance	22,918,794	22,906,538	-	-	-	-
TOTAL APPROPRIATIONS	$ 218,202,565	$ 218,202,565	$ 74,467,028	34.13%	$ 75,507,067	37.51%
Projected Fund Balance December 31	$ 139,300,139	$ 139,287,883				
Estimated Fund Balance as of Report Date			$ 56,851,899			

204-Development and Enforcement Services District Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 14,865,887	$ 14,865,887	$ 14,865,887			
Revenues:						
Taxes	$ 13,460,195	$ 13,460,195	$ 351,695	2.61%	$ 348,164	2.57%
Licenses and Permits	7,500,000	7,500,000	4,496,576	59.95%	3,385,701	44.55%
Charges for Services	720,000	720,000	374,477	52.01%	320,434	33.73%
Investment Income	892,883	892,883	601,277	67.34%	196,102	40.39%
Miscellaneous	-	-	14,987	-	30,520	-
Revenue without use of Fund Balance	22,573,078	22,573,078	5,839,012	25.87%	4,280,920	18.97%
Use of Fund Balance	538,288	539,341	-	-	-	-
TOTAL REVENUES	$ 23,111,366	$ 23,112,419	$ 5,839,012	25.26%	$ 4,280,920	18.97%
Appropriations:						
Planning and Development	$ 22,933,518	$ 22,934,571	$ 8,415,703	36.69%	$ 8,318,878	38.71%
Arts, Culture, and Entertainment	50,000	50,000	50,000	100.00%	-	-
Non-Departmental:						
Development & Code Enforcement	127,848	127,848	11,603	9.08%	266,007	37.50%
Total Non-Departmental	127,848	127,848	11,603	9.08%	266,007	37.50%
TOTAL APPROPRIATIONS	$ 23,111,366	$ 23,112,419	$ 8,477,307	36.68%	$ 8,584,886	38.27%
Projected Fund Balance December 31	$ 14,327,599	$ 14,326,546				
Estimated Fund Balance as of Report Date			$ 12,227,593			

205-Recreation Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 35,777,556	$ 35,777,556	$ 35,777,556			
Revenues:						
Taxes	$ 60,972,505	$ 60,972,505	$ 1,514,997	2.48%	$ 1,553,829	2.64%
Charges for Services	4,867,039	4,867,039	2,129,896	43.76%	2,006,965	39.74%
Investment Income	1,282,667	1,282,667	946,557	73.80%	365,790	55.63%
Contributions and Donations	10,500	10,500	6,067	57.78%	3,600	48.00%
Miscellaneous	2,831,773	2,831,773	1,561,876	55.16%	1,575,234	53.59%
Other Financing Sources	21,930	21,930	-	-	-	-
TOTAL REVENUES	$ 70,139,907	$ 70,139,907	$ 6,345,482	9.05%	$ 5,633,560	8.34%
Appropriations:						
Support Services	$ -	$ -	$ -	-	$ 22,114	42.44%
Parks and Recreation	60,876,624	60,876,624	20,753,173	34.09%	20,816,335	34.44%
Non-Departmental:						
Recreation	321,966	821,966	211,236	25.70%	326,457	28.62%
Total Non-Departmental	321,966	821,966	211,236	25.70%	326,457	28.62%
Appropriations without Contribution to Fund Balance	61,198,590	61,698,590	20,964,409	33.98%	21,164,905	34.34%
Contribution to Fund Balance	8,941,317	8,441,317	-	-	-	-
TOTAL APPROPRIATIONS	$ 70,139,907	$ 70,139,907	$ 20,964,409	29.89%	$ 21,164,905	31.39%
Projected Fund Balance December 31	$ 44,718,873	$ 44,218,873				
Estimated Fund Balance as of Report Date			$ 21,158,629			

YTD FINANCIAL REPORT 2026 | GWINNETT COUNTY

206-Police Services District Fund

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, Mulberry, Peachtree Corners, Rest Haven, and Sugar Hill). Gwinnett County is responsible for providing police protection within this district.

	FY 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 138,290,857	$ 138,290,857	$ 138,290,857			
Revenues:						
Taxes	$ 141,260,607	$ 141,260,607	$ 3,518,036	2.49%	$ 3,595,140	2.69%
Insurance Premium Tax	61,901,203	61,901,203	-	-	-	-
Licenses and Permits	-	-	-	-	-	-
Charges for Services	1,116,000	1,116,000	417,631	37.42%	414,204	37.31%
Fines and Forfeitures	7,375,000	7,375,000	3,511,011	47.61%	2,964,979	36.54%
Investment Income	5,980,322	5,980,322	4,044,650	67.63%	1,583,864	66.19%
Miscellaneous	255,128	255,128	431,946	169.31%	338,432	73.44%
TOTAL REVENUES	$ 217,888,260	$ 217,888,260	$ 11,923,273	5.47%	$ 8,896,629	4.06%
Appropriations:						
Police Services	$ 189,775,015	$ 189,663,690	$ 73,789,277	38.91%	$ 74,470,189	36.14%
Solicitor General	920,415	920,415	310,560	33.74%	254,991	28.53%
Clerk of Recorder's Court	2,324,295	2,324,295	819,301	35.25%	798,434	36.62%
Recorder's Court	2,485,214	2,885,214	1,143,203	39.62%	1,118,810	40.45%
Non-Departmental:						
Police	10,825,718	10,425,718	46,953	0.45%	1,750,597	28.91%
Total Non-Departmental	10,825,718	10,425,718	46,953	0.45%	1,750,597	28.91%
Appropriations without Contribution to Fund Balance	206,330,657	206,219,332	76,109,294	36.91%	78,393,021	35.96%
Contribution to Fund Balance	11,557,603	11,668,928	-	-	-	-
TOTAL APPROPRIATIONS	$ 217,888,260	$ 217,888,260	$ 76,109,294	34.93%	$ 78,393,021	35.96%
Projected Fund Balance December 31	$ 149,848,460	$ 149,959,785				
Estimated Fund Balance as of Report Date			$ 74,104,836			

207-Street Lighting Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 3,235,008	$ 3,235,008	$ 3,235,008			
Revenues:						
Charges for Services	$ 10,512,410	$ 10,516,313	$ 113,832	1.08%	$ 140,185	1.46%
Investment Income	1,253	1,253	33,535	2,676.37%	35,950	-
Miscellaneous	-	-	82,361	-	37,798	-
Revenue without use of Fund Balance	10,513,663	10,517,566	229,728	2.18%	213,932	2.22%
Use of Fund Balance	3,364	3,364	-	-	-	-
TOTAL REVENUES	$ 10,517,027	$ 10,520,930	$ 229,728	2.18%	$ 213,932	2.05%
Appropriations:						
Transportation	$ 10,507,027	$ 10,510,930	$ 3,380,348	32.16%	$ 3,315,438	31.91%
Non-Departmental:						
Contingency	10,000	10,000	-	-	-	-
Total Non-Departmental	10,000	10,000	-	-	-	-
TOTAL APPROPRIATIONS	$ 10,517,027	$ 10,520,930	$ 3,380,348	32.13%	$ 3,315,438	31.84%
Projected Fund Balance December 31	$ 3,231,644	$ 3,231,644				
Estimated Fund Balance as of Report Date			$ 84,388			

208-Speed Hump Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 375,805	$ 375,805	$ 375,805			
Revenues:						
Charges for Services	$ 140,000	$ 140,000	$ 3,173	2.27%	$ 2,360	1.57%
Investment Income	7,100	7,100	4,552	64.11%	5,525	46.04%
Miscellaneous	-	-	111	-	251	-
Revenue without use of Fund Balance	147,100	147,100	7,835	5.33%	8,137	5.02%
Use of Fund Balance	177,749	177,749	-	-	-	-
TOTAL REVENUES	$ 324,849	$ 324,849	$ 7,835	2.41%	$ 8,137	2.19%
Appropriations:						
Transportation	$ 324,849	$ 324,849	$ 95,078	29.27%	$ 54,745	14.74%
TOTAL APPROPRIATIONS	$ 324,849	$ 324,849	$ 95,078	29.27%	$ 54,745	14.74%
Projected Fund Balance December 31	$ 198,056	$ 198,056				
Estimated Fund Balance as of Report Date			$ 288,561			

209-Loganville EMS District Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 353,210	$ 353,210	$ 353,210			
Revenues:						
Investment Income	$ 9,950	$ 9,950	$ 6,580	66.13%	$ 7,629	49.22%
Revenue without use of Fund Balance	9,950	9,950	6,580	66.13%	7,629	49.22%
Use of Fund Balance	91,934	91,934	-	-	-	-
TOTAL REVENUES	$ 101,884	$ 101,884	$ 6,580	6.46%	$ 7,629	7.85%
Appropriations:						
Loganville EMS	$ 101,884	$ 101,884	$ 135	0.13%	$ 455	0.47%
TOTAL APPROPRIATIONS	$ 101,884	$ 101,884	$ 135	0.13%	$ 455	0.47%
Projected Fund Balance December 31	$ 261,276	$ 261,276				
Estimated Fund Balance as of Report Date			$ 359,655			

210-Economic Development Tax Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 21,109,858	$ 21,109,858	$ 21,109,858			
Revenues:						
Taxes	$ 18,131,889	$ 18,131,889	$ 465,403	2.57%	$ 475,354	2.78%
Investment Income	255,039	255,039	355,603	139.43%	242,620	154.04%
Other Financing Sources	-	-	6,777,051	-	-	-
Revenue without use of Fund Balance	18,386,928	18,386,928	7,598,057	41.32%	717,974	4.16%
Use of Fund Balance	1,231,191	1,231,191	-	-	-	-
TOTAL REVENUES	$ 19,618,119	$ 19,618,119	$ 7,598,057	38.73%	$ 717,974	4.16%
Appropriations:						
Planning and Development	$ 19,618,119	$ 19,618,119	$ 1,847,200	9.42%	$ 2,438,751	14.96%
TOTAL APPROPRIATIONS	$ 19,618,119	$ 19,618,119	$ 1,847,200	9.42%	$ 2,438,751	14.14%
Projected Fund Balance December 31	$ 19,878,667	$ 19,878,667				
Estimated Fund Balance as of Report Date			$ 26,860,716			

215-Jimmy Carter Boulevard TAD Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 42,972,042	$ 42,972,042	$ 42,972,042			
Revenues:						
Taxes	$ -	$ -	$ 517,038	-	$ 590,730	-
Investment Income	986,500	986,500	628,712	63.73%	540,284	58.25%
TOTAL REVENUES	$ 986,500	$ 986,500	$ 1,145,750	116.14%	$ 1,131,015	121.94%
Appropriations:						
Planning and Development	$ 100,000	$ 100,000	$ 3	0.00%	$ -	-
Appropriations without Contribution to Fund Balance	100,000	100,000	3	0.00%	-	-
Contribution to Fund Balance	886,500	886,500	-	-	-	-
TOTAL APPROPRIATIONS	$ 986,500	$ 986,500	$ 3	0.00%	$ -	-
Projected Fund Balance December 31	$ 43,858,542	$ 43,858,542				
Estimated Fund Balance as of Report Date			$ 44,117,789			

216-Indian Trail TAD Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 14,026,917	$ 14,026,917	$ 14,026,917			
Revenues:						
Taxes	$ -	$ -	$ 94,483	-	$ 177,336	-
Investment Income	329,900	329,900	201,115	60.96%	168,931	65.48%
TOTAL REVENUES	$ 329,900	$ 329,900	$ 295,598	89.60%	$ 346,267	134.21%
Appropriations:						
Planning and Development	$ 100,000	$ 100,000	$ 2	0.00%	$ -	-
Appropriations without Contribution to Fund Balance	100,000	100,000	2	0.00%	-	-
Contribution to Fund Balance	229,900	229,900	-	-	-	-
TOTAL APPROPRIATIONS	$ 329,900	$ 329,900	$ 2	0.00%	$ -	-
Projected Fund Balance December 31	$ 14,256,817	$ 14,256,817				
Estimated Fund Balance as of Report Date			$ 14,322,513			

217-Park Place TAD Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 11,034,785	$ 11,034,785	$ 11,034,785			
Revenues:						
Taxes	$ -	$ -	$ 242,846	-	$ 74,634	-
Investment Income	232,250	232,250	159,004	68.46%	121,142	68.06%
TOTAL REVENUES	$ 232,250	$ 232,250	$ 401,850	173.02%	$ 195,776	109.99%
Appropriations:						
Planning and Development	$ 100,000	$ 100,000	$ -	-	$ -	-
Appropriations without Contribution to Fund Balance	100,000	100,000	-	-	-	-
Contribution to Fund Balance	132,250	132,250	-	-	-	-
TOTAL APPROPRIATIONS	$ 232,250	$ 232,250	$ -	-	$ -	-
Projected Fund Balance December 31	$ 11,167,035	$ 11,167,035				
Estimated Fund Balance as of Report Date			$ 11,436,635			

218-Lake Lucerne TAD Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 5,817,809	$ 5,817,809	$ 5,817,809			
Revenues:						
Taxes	$ -	$ -	$ 81,056	-	$ 56,022	-
Investment Income	121,800	121,800	71,100	58.37%	63,530	62.59%
TOTAL REVENUES	$ 121,800	$ 121,800	$ 152,156	124.92%	$ 119,552	117.79%
Appropriations:						
Planning and Development	$ 100,000	$ 100,000	$ -	-	$ -	-
Appropriations without Contribution to Fund Balance	100,000	100,000	-	-	-	-
Contribution to Fund Balance	21,800	21,800	-	-	-	-
TOTAL APPROPRIATIONS	$ 121,800	$ 121,800	$ -	-	$ -	-
Projected Fund Balance December 31	$ 5,839,609	$ 5,839,609				
Estimated Fund Balance as of Report Date			$ 5,969,966			

219-Gwinnett Place TAD Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 15,479,357	$ 15,479,357	$ 15,479,357			
Revenues:						
Taxes	$ -	$ -	$ 184,973	-	$ 91,044	-
Investment Income	319,700	319,700	214,710	67.16%	177,913	61.99%
Miscellaneous	-	-	-	-	10,000	-
Revenue without use of Fund Balance	319,700	319,700	399,683	125.02%	278,956	97.20%
Use of Fund Balance	126,967	126,967	-	-	-	-
TOTAL REVENUES	$ 446,667	$ 446,667	$ 399,683	89.48%	$ 278,956	97.20%
Appropriations:						
Planning and Development	$ 446,667	$ 446,667	$ -	-	$ -	-
TOTAL APPROPRIATIONS	$ 446,667	$ 446,667	$ -	-	$ -	-
Projected Fund Balance December 31	$ 15,352,390	$ 15,352,390				
Estimated Fund Balance as of Report Date			$ 15,879,040			

220-The Exchange at Gwinnett TAD Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 8,026,419	$ 8,026,419	$ 8,026,419			
Revenues:						
Taxes	$ -	$ -	$ 221,330	-	$ 404,504	-
Investment Income	100,100	100,100	67,104	67.04%	58,043	23.94%
Revenue without use of Fund Balance	100,100	100,100	288,434	288.15%	462,547	190.74%
Use of Fund Balance	3,422,526	3,422,526	-	-	-	-
TOTAL REVENUES	$ 3,522,626	$ 3,522,626	$ 288,434	8.19%	$ 462,547	15.27%
Appropriations:						
Planning and Development	$ 3,522,626	$ 3,522,626	$ -	-	$ 3,500	0.12%
TOTAL APPROPRIATIONS	$ 3,522,626	$ 3,522,626	$ -	-	$ 3,500	0.12%
Projected Fund Balance December 31	$ 4,603,893	$ 4,603,893				
Estimated Fund Balance as of Report Date			$ 8,314,853			

230-E-911 Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 40,955,302	$ 40,955,302	$ 40,955,302			
Revenues:						
Charges for Services	$ 24,323,874	$ 24,323,874	$ 6,150,212	25.28%	$ 6,104,768	25.08%
Investment Income	872,050	872,050	539,118	61.82%	536,081	48.54%
Miscellaneous	-	-	11,498	-	24,062	-
Revenue without use of Fund Balance	25,195,924	25,195,924	6,700,829	26.59%	6,664,911	26.19%
Use of Fund Balance	8,574,308	8,574,308	-	-	-	-
TOTAL REVENUES	$ 33,770,232	$ 33,770,232	$ 6,700,829	19.84%	$ 6,664,911	21.59%
Appropriations:						
Police Services	$ 30,427,375	$ 30,427,375	$ 10,249,606	33.69%	$ 10,278,266	37.69%
Intergovernmental	2,940,357	2,940,357	784,311	26.67%	735,508	22.40%
Non-Departmental:						
Contingency	52,500	52,500	-	-	-	-
E-911	350,000	350,000	-	-	-	-
Total Non-Departmental	402,500	402,500	-	-	-	-
TOTAL APPROPRIATIONS	$ 33,770,232	$ 33,770,232	$ 11,033,917	32.67%	$ 11,013,774	35.68%
Projected Fund Balance December 31	$ 32,380,994	$ 32,380,994				
Estimated Fund Balance as of Report Date			$ 36,622,213			

231-Tourism Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 23,785,884	$ 23,785,884	$ 23,785,884			
Revenues:						
Taxes	$ 15,155,683	$ 15,155,683	$ 4,644,224	30.64%	$ 5,200,351	36.77%
Charges for Services	1,000	1,000	891	89.08%	-	-
Investment Income	456,850	456,850	335,083	73.35%	373,083	46.52%
Miscellaneous	-	-	-	-	-	-
Revenue without use of Fund Balance	15,613,533	15,613,533	4,980,197	31.90%	5,573,435	37.18%
Use of Fund Balance	3,417,244	3,417,244	-	-	-	-
TOTAL REVENUES	$ 19,030,777	$ 19,030,777	$ 4,980,197	26.17%	$ 5,573,435	29.78%
Appropriations:						
Arts, Culture, and Entertainment	$ 350,000	$ 350,000	$ -	-	$ 300,000	100.00%
Facility Debt	4,060,822	4,060,822	114,795	2.83%	132,520	3.26%
Tourism	14,619,955	14,619,955	4,923,000	33.67%	4,847,535	33.77%
TOTAL APPROPRIATIONS	$ 19,030,777	$ 19,030,777	$ 5,037,795	26.47%	$ 5,280,055	28.21%
Projected Fund Balance December 31	$ 20,368,640	$ 20,368,640				
Estimated Fund Balance as of Report Date			$ 23,728,286			

232-Stadium Fund

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 onetime 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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 5,643,324	$ 5,643,324	$ 5,643,324			
Revenues:						
Taxes	$ 1,251,037	$ 1,251,037	$ 232,407	18.58%	$ 337,702	32.59%
Intergovernmental Revenues	400,000	400,000	400,000	100.00%	400,000	100.00%
Charges for Services	1,203,049	1,203,049	384,025	31.92%	184,024	15.30%
Investment Income	114,250	114,250	57,701	50.50%	65,746	139.88%
TOTAL REVENUES	$ 2,968,336	$ 2,968,336	$ 1,074,132	36.19%	$ 987,472	36.76%
Appropriations:						
Stadium Operations	$ 2,097,167	$ 2,097,167	$ 1,724,862	82.25%	$ 1,716,529	80.71%
Appropriations without Contribution to Fund Balance	2,097,167	2,097,167	1,724,862	82.25%	1,716,529	80.71%
Contribution to Fund Balance	871,169	871,169	-	-	-	-
TOTAL APPROPRIATIONS	$ 2,968,336	$ 2,968,336	$ 1,724,862	58.11%	$ 1,716,529	63.91%
Projected Fund Balance December 31	$ 6,514,493	$ 6,514,493				
Estimated Fund Balance as of Report Date			$ 4,992,593			

233-Authority Imaging Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 7,913,307	$ 7,913,307	$ 7,913,307			
Revenues:						
Charges for Services	$ 558,000	$ 558,000	$ 109,338	19.59%	$ 242,872	27.98%
Investment Income	53,000	53,000	13,244	24.99%	17,261	23.13%
Revenue without use of Fund Balance	611,000	611,000	122,582	20.06%	260,133	27.59%
Use of Fund Balance	389,000	389,000	-	-	-	-
TOTAL REVENUES	$ 1,000,000	$ 1,000,000	$ 122,582	12.26%	$ 260,133	17.34%
Appropriations:						
Clerk of Court	$ 1,000,000	$ 1,000,000	$ 55,463	5.55%	$ 102,218	6.81%
TOTAL APPROPRIATIONS	$ 1,000,000	$ 1,000,000	$ 55,463	5.55%	$ 102,218	6.81%
Projected Fund Balance December 31	$ 7,524,307	$ 7,524,307				
Estimated Fund Balance as of Report Date			$ 7,980,427			

234-Juvenile Court Supervision Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 327,146	$ 327,146	$ 327,146			
Revenues:						
Charges for Services	$ 30,000	$ 30,000	$ 17,790	59.30%	$ 14,575	48.58%
Revenue without use of Fund Balance	30,000	30,000	17,790	59.30%	14,575	48.58%
Use of Fund Balance	45,600	45,600	-	-	-	-
TOTAL REVENUES	$ 75,600	$ 75,600	$ 17,790	23.53%	$ 14,575	26.45%
Appropriations:						
Juvenile Court	$ 75,600	$ 75,600	$ -	-	$ 16,313	29.61%
TOTAL APPROPRIATIONS	$ 75,600	$ 75,600	$ -	-	$ 16,313	29.61%
Projected Fund Balance December 31	$ 281,546	$ 281,546				
Estimated Fund Balance as of Report Date			$ 344,936			

235-Tree Bank Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 776,027	$ 776,027	$ 776,027			
Revenues:						
Charges for Services	$ 100,000	$ 100,000	$ 595,664	595.66%	$ 13,160	13.16%
Investment Income	-	-	7,239	-	8,185	-
Revenue without use of Fund Balance	100,000	100,000	602,903	602.90%	21,345	21.34%
Use of Fund Balance	200,000	200,000	-	-	-	-
TOTAL REVENUES	$ 300,000	$ 300,000	$ 602,903	200.97%	$ 21,345	5.34%
Appropriations:						
Planning and Development	$ 300,000	$ 300,000	$ 55,939	18.65%	$ 52,692	13.17%
TOTAL APPROPRIATIONS	$ 300,000	$ 300,000	$ 55,939	18.65%	$ 52,692	13.17%
Projected Fund Balance December 31	$ 576,027	$ 576,027				
Estimated Fund Balance as of Report Date			$ 1,322,992			

236-Opioid Remediation Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 7,624,892	$ 7,624,892	$ 7,624,892			
Revenues:						
Fines and Forfeitures	$ -	$ -	$ 94,245		$ 145,369	-
Investment Income	-	-	90,217		97,544	-
TOTAL REVENUES	$ -	$ -	$ 184,462		$ 242,914	90.30%
Appropriations:						
Financial Services	$ -	$ -	$ -	-	$ -	-
TOTAL APPROPRIATIONS	$ -	$ -	$ -	-	$ -	-
Projected Fund Balance December 31	$ 7,624,892	$ 7,624,892				
Estimated Fund Balance as of Report Date			$ 7,809,355			

250-Sheriff Special Justice Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 1,419,919	$ 1,419,919	$ 1,419,919			
Revenues:						
Fines and Forfeitures	$ -	$ 103,701	$ 103,701	100.00%	$ 285,529	100.00%
Revenue without use of Fund Balance	-	103,701	103,701	100.00%	285,529	100.00%
Use of Fund Balance	350,000	350,000	-	-	-	-
TOTAL REVENUES	$ 350,000	$ 453,701	$ 103,701	22.86%	$ 285,529	44.93%
Appropriations:						
Sheriff	$ 350,000	$ 453,701	$ -	-	$ -	-
TOTAL APPROPRIATIONS	$ 350,000	$ 453,701	$ -	-	$ -	-
Projected Fund Balance December 31	$ 1,069,919	$ 1,069,919				
Estimated Fund Balance as of Report Date			$ 1,523,620			

251-Sheriff Special Treasury Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 230,053	$ 230,053	$ 230,053			
Revenues:						
Other Financing Sources	$ -	$ -	$ -	-	$ 17,000	-
Revenue without use of Fund Balance	-	-	-	-	17,000	-
Use of Fund Balance	75,000	75,000	-	-	-	-
TOTAL REVENUES	$ 75,000	$ 75,000	$ -	-	$ 17,000	22.67%
Appropriations:						
Sheriff	$ 75,000	$ 75,000	$ -	-	$ 200	0.27%
TOTAL APPROPRIATIONS	$ 75,000	$ 75,000	$ -	-	$ 200	0.27%
Projected Fund Balance December 31	$ 155,053	$ 155,053				
Estimated Fund Balance as of Report Date			$ 230,053			

252-Sheriff Special State Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 638,195	$ 638,195	$ 638,195			
Revenues:						
Fines and Forfeitures	$ -	$ 55,878	$ 62,540	111.92%	$ 44,463	100.00%
Investment Income	-	-	8,949	-	4,515	-
Revenue without use of Fund Balance	-	55,878	71,489	127.94%	48,978	110.16%
Use of Fund Balance	70,000	70,000	-	-	-	-
TOTAL REVENUES	$ 70,000	$ 125,878	$ 71,489	56.79%	$ 48,978	42.79%
Appropriations:						
Sheriff	$ 70,000	$ 125,878	$ 111,370	88.47%	$ -	-
TOTAL APPROPRIATIONS	$ 70,000	$ 125,878	$ 111,370	88.47%	$ -	-
Projected Fund Balance December 31	$ 568,195	$ 568,195				
Estimated Fund Balance as of Report Date			$ 598,314			

253-Police Special Justice Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 1,295,845	$ 1,295,845	$ 1,295,845			
Revenues:						
Fines and Forfeitures	$ -	$ 50,802	$ 50,802	100.00%	$ 83,441	100.00%
Investment Income	-	-	2,361	-	3,023	-
Revenue without use of Fund Balance	-	50,802	53,163	104.65%	86,464	103.62%
Use of Fund Balance	72,860	107,943	-	-	-	-
TOTAL REVENUES	$ 72,860	$ 158,745	$ 53,163	33.49%	$ 86,464	25.88%
Appropriations:						
Police Services	$ 72,860	$ 158,745	$ 85,884	54.10%	$ -	-
TOTAL APPROPRIATIONS	$ 72,860	$ 158,745	$ 85,884	54.10%	$ -	-
Projected Fund Balance December 31	$ 1,222,985	$ 1,187,902				
Estimated Fund Balance as of Report Date			$ 1,263,124			

254-Police Special State Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 1,400,101	$ 1,400,101	$ 1,400,101			
Revenues:						
Fines and Forfeitures	$ -	$ 159,977	$ 159,976	100.00%	$ 77,185	98.66%
Investment Income	-	-	2,717	-	3,493	-
Revenue without use of Fund Balance	-	159,977	162,694	101.70%	80,678	103.12%
Use of Fund Balance	178,246	18,269	-	-	-	-
TOTAL REVENUES	$ 178,246	$ 178,246	$ 162,694	91.27%	$ 80,678	57.34%
Appropriations:						
Police Services	$ 178,246	$ 178,246	$ 15,000	8.42%	$ 29,900	21.25%
TOTAL APPROPRIATIONS	$ 178,246	$ 178,246	$ 15,000	8.42%	$ 29,900	21.25%
Projected Fund Balance December 31	$ 1,221,855	$ 1,381,832				
Estimated Fund Balance as of Report Date			$ 1,547,794			

255-Crime Victims Assistance Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 493,587	$ 493,587	$ 493,587			
Revenues:						
Fines and Forfeitures	$ 605,252	$ 605,252	$ 225,288	37.22%	$ 224,900	38.70%
Investment Income	-	-	1,732	-	7,799	-
Miscellaneous	-	-	517	-	1,442	-
Revenue without use of Fund Balance	605,252	605,252	227,537	37.59%	234,141	40.29%
Use of Fund Balance	234,343	234,343	-	-	-	-
TOTAL REVENUES	$ 839,595	$ 839,595	$ 227,537	27.10%	$ 234,141	29.08%
Appropriations:						
District Attorney	$ 409,634	$ 409,634	$ 149,704	36.55%	$ 156,042	41.52%
Solicitor General	419,961	419,961	136,327	32.46%	114,825	27.38%
Non-Departmental:						
Contingency	10,000	10,000	-	-	-	-
Total Non-Departmental	10,000	10,000	-	-	-	-
TOTAL APPROPRIATIONS	$ 839,595	$ 839,595	$ 286,031	34.07%	$ 270,867	33.64%
Projected Fund Balance December 31	$ 259,244	$ 259,244				
Estimated Fund Balance as of Report Date			$ 435,094			

256-DA Federal Justice Asset Sharing Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 173,878	$ 173,878	$ 173,878			
Revenues:						
Use of Fund Balance	$ 83,792	$ 83,792	$ -	-	$ -	-
TOTAL REVENUES	$ 83,792	$ 83,792	$ -	-	$ -	-
Appropriations:						
District Attorney	$ 83,792	$ 83,792	$ 3,780	4.51%	$ -	-
TOTAL APPROPRIATIONS	$ 83,792	$ 83,792	$ 3,780	4.51%	$ -	-
Projected Fund Balance December 31	$ 90,086	$ 90,086				
Estimated Fund Balance as of Report Date			$ 170,098			

257-DA Federal Treasury Asset Sharing Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 47,304	$ 47,304	$ 47,304			
Revenues:						
Use of Fund Balance	$ 12,434	$ 12,434	$ -	-	$ -	-
TOTAL REVENUES	$ 12,434	$ 12,434	$ -	-	$ -	-
Appropriations:						
District Attorney	$ 12,434	$ 12,434	$ 12,063	97.01%	$ 130	0.34%
TOTAL APPROPRIATIONS	$ 12,434	$ 12,434	$ 12,063	97.01%	$ 130	0.34%
Projected Fund Balance December 31	$ 34,870	$ 34,870				
Estimated Fund Balance as of Report Date			$ 35,241			

258-DA Special State Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 143,788	$ 143,788	$ 143,788			
Revenues:						
Fines and Forfeitures	$ -	$ 31,143	$ 31,143	100.00%	$ 40,367	100.70%
Revenue without use of Fund Balance	-	31,143	31,143	100.00%	40,367	100.70%
Use of Fund Balance	31,718	31,718	-	-	-	-
TOTAL REVENUES	$ 31,718	$ 62,861	$ 31,143	49.54%	$ 40,367	127.27%
Appropriations:						
District Attorney	$ 31,718	$ 62,861	$ 2,236	3.56%	$ 1,479	4.66%
TOTAL APPROPRIATIONS	$ 31,718	$ 62,861	$ 2,236	3.56%	$ 1,479	4.66%
Projected Fund Balance December 31	$ 112,070	$ 112,070				
Estimated Fund Balance as of Report Date			$ 172,694			

265-Corrections Inmate Welfare Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 479,061	$ 479,061	$ 479,061			
Revenues:						
Miscellaneous	$ 140,200	$ 140,200	$ 57,599	41.08%	$ 65,113	44.39%
TOTAL REVENUES	$ 140,200	$ 140,200	$ 57,599	41.08%	$ 65,113	44.39%
Appropriations:						
Corrections	$ 116,697	$ 116,697	$ 27,083	23.21%	$ 39,692	34.32%
Appropriations without Contribution to Fund Balance	116,697	116,697	27,083	23.21%	39,692	34.32%
Contribution to Fund Balance	23,503	23,503	-	-	-	-
TOTAL APPROPRIATIONS	$ 140,200	$ 140,200	$ 27,083	19.32%	$ 39,692	27.06%
Projected Fund Balance December 31	$ 502,564	$ 502,564				
Estimated Fund Balance as of Report Date			$ 509,577			

266-Sheriff Inmate Fund

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

	FY 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 5,905,274	$ 5,905,274	$ 5,905,274			
Revenues:						
Investment Income	$ 114,250	$ 114,250	$ 84,286	73.77%	$ 79,048	50.19%
Miscellaneous	1,080,000	1,080,000	365,707	33.86%	312,120	19.91%
TOTAL REVENUES	$ 1,194,250	$ 1,194,250	$ 449,993	37.68%	$ 391,167	22.67%
Appropriations:						
Sheriff	$ 506,180	$ 506,180	$ 31,966	6.32%	$ 67,832	9.74%
Appropriations without Contribution to Fund Balance	506,180	506,180	31,966	6.32%	67,832	9.74%
Contribution to Fund Balance	688,070	688,070	-	-	-	-
TOTAL APPROPRIATIONS	$ 1,194,250	$ 1,194,250	$ 31,966	2.68%	$ 67,832	3.93%
Projected Fund Balance December 31	$ 6,593,344	$ 6,593,344				
Estimated Fund Balance as of Report Date			$ 6,323,301			

425-The Exchange at Gwinnett TAD Debt Service Fund

The Exchange at Gwinnett TAD Debt Service Fund (220) 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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Fund Balance January 1	$ 1,855,779	$ 1,855,779	$ 1,855,779			
Revenues:						
Investment Income	$ -	$ -	$ 84,252	-	$ 93,415	-
Other Financing Sources	3,517,126	3,517,126	-	-	-	-
TOTAL REVENUES	$ 3,517,126	$ 3,517,126	$ 84,252	2.40%	$ 93,415	3.43%
Appropriations:						
Debt Service	$ 3,517,126	$ 3,517,126	$ -	-	$ -	-
TOTAL APPROPRIATIONS	$ 3,517,126	$ 3,517,126	$ -	-	$ -	-
Projected Fund Balance December 31	$ 1,855,779	$ 1,855,779				
Estimated Fund Balance as of Report Date			$ 1,940,031			

501-Water and Sewer Operating Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Net Position January 1	$ 216,513,225	$ 216,513,225	$ 216,513,225			
Revenues:						
Charges for Services	$ 449,885,380	$ 449,885,380	$ 154,061,904	34.24%	$ 156,063,592	36.24%
Investment Income	10,042,100	10,042,100	5,220,912	51.99%	2,716,487	51.36%
Contributions and Donations	27,148,791	27,148,791	10,016,274	36.89%	11,341,310	37.52%
Miscellaneous	-	-	983,476	-	355,223	-
Other Financing Sources	-	-	194,965	-	-	-
TOTAL REVENUES	$ 487,076,271	$ 487,076,271	$ 170,477,529	35.00%	$ 170,476,612	34.73%
Appropriations:						
Planning and Development	$ 2,186,288	$ 2,186,288	$ 677,259	30.98%	$ 655,602	33.15%
Water Resources*	406,463,141	403,963,141	157,413,853	38.97%	196,031,269	40.17%
Non-Departmental:						
Water Resources	409,000	409,000	-	-	-	-
Total Non-Departmental	409,000	409,000	-	-	-	-
Appropriations without Working Capital Reserve	409,058,429	406,558,429	158,091,112	38.89%	196,686,872	40.07%
Working Capital Reserve	78,017,842	80,517,842	-	-	-	-
TOTAL APPROPRIATIONS	$ 487,076,271	$ 487,076,271	$ 158,091,112	32.46%	$ 196,686,872	40.07%
Projected Net Position December 31	$ 294,531,067	$ 297,031,067				
Estimated Net Position as of Report Date			$ 228,899,643			

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

550-Stormwater Operating Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Net Position January 1	$ 19,985,438	$ 19,985,438	$ 19,985,438			
Revenues:						
Charges for Services	$ 32,275,437	$ 32,275,437	$ 760,765	2.36%	$ 663,385	2.10%
Investment Income	657,000	657,000	413,135	62.88%	295,230	54.57%
Miscellaneous	-	-	6,731	-	14,547	-
Revenue without use of Net Position	32,932,437	32,932,437	1,180,631	3.59%	973,162	3.03%
Use of Net Position	5,140,931	6,195,931	-	-	-	-
TOTAL REVENUES	$ 38,073,368	$ 39,128,368	$ 1,180,631	3.02%	$ 973,162	2.77%
Appropriations:						
Planning and Development	$ 1,339,825	$ 1,339,825	$ 477,092	35.61%	$ 603,674	38.33%
Water Resources*	36,646,043	37,701,043	13,546,620	35.93%	12,947,087	38.76%
Non-Departmental:						
Contingency	87,500	87,500	-	-	-	-
Total Non-Departmental	87,500	87,500	-	-	-	-
TOTAL APPROPRIATIONS	$ 38,073,368	$ 39,128,368	$ 14,023,711	35.84%	$ 13,550,761	38.54%
Projected Net Position December 31	$ 14,844,507	$ 13,789,507				
Estimated Net Position as of Report Date			$ 7,142,358			

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

560-Solid Waste Operating Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Net Position January 1	$ 27,495,508	$ 27,495,508	$ 27,495,508			
Revenues:						
Taxes	$ 1,350,000	$ 1,350,000	$ 398,856	29.54%	$ 712,582	59.38%
Charges for Services	59,177,114	59,177,114	24,971,432	42.20%	24,843,197	42.26%
Investment Income	1,793,500	1,793,500	1,219,141	67.98%	1,163,503	65.29%
Miscellaneous	1,200	1,200	6,600	550.03%	15,962	15,962.30%
Revenue without use of Net Position	62,321,814	62,321,814	26,596,030	42.68%	26,735,244	43.28%
Use of Net Position	300,206	300,206	-	-	-	-
TOTAL REVENUES	$ 62,622,020	$ 62,622,020	$ 26,596,030	42.47%	$ 26,735,244	43.28%
Appropriations:						
Support Services*	$ 62,608,717	$ 62,608,717	$ 20,974,692	33.50%	$ 20,244,094	33.09%
Non-Departmental:						
Contingency	10,000	10,000	-	-	-	-
Solid Waste	3,303	3,303	1,376	41.67%	13,763	41.67%
Total Non-Departmental	13,303	13,303	1,376	10.35%	13,763	31.98%
TOTAL APPROPRIATIONS	$ 62,622,020	$ 62,622,020	$ 20,976,068	33.50%	$ 20,257,857	33.09%
Projected Net Position December 31	$ 27,195,302	$ 27,195,302				
Estimated Net Position as of Report Date			$ 33,115,470			

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

570-Airport Operating Fund

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

	FY 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Net Position January 1	$ 990,199	$ 990,199	$ 990,199			
Revenues:						
Charges for Services	$ 180,000	$ 180,000	$ 71,513	39.73%	$ 81,647	52.68%
Investment Income	71,550	71,550	54,108	75.62%	20,513	32.05%
Miscellaneous	1,854,500	1,859,593	807,845	43.44%	674,407	56.20%
Other Financing Sources	-	-	-	-	48,646	41.67%
TOTAL REVENUES	$ 2,106,050	$ 2,111,143	$ 933,465	44.22%	$ 825,212	40.93%
Appropriations:						
Transportation*	$ 2,000,033	$ 2,000,033	$ 697,266	34.86%	$ 706,701	35.24%
Non-Departmental:						
Contingency	10,000	10,000	-	-	-	-
Total Non-Departmental	10,000	10,000	-	-	-	-
Appropriations without Working Capital Reserve	2,010,033	2,010,033	697,266	34.69%	706,701	35.05%
Working Capital Reserve	96,017	101,110	-	-	-	-
TOTAL APPROPRIATIONS	$ 2,106,050	$ 2,111,143	$ 697,266	33.03%	$ 706,701	35.05%
Projected Net Position December 31	$ 1,086,216	$ 1,091,309				
Estimated Net Position as of Report Date			$ 1,226,399			

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

572-Local Transit Operating Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Net Position January 1	$ 8,053,020	$ 8,053,020	$ 8,053,020			
Revenues:						
Intergovernmental Revenues	$ -	$ -	$ 146,306	-	$ 187,447	-
Charges for Services	1,738,484	1,738,484	393,672	22.64%	1,013,293	48.25%
Investment Income	679,250	679,250	379,237	55.83%	199,641	36.94%
Miscellaneous	-	-	28,014	-	4,979	-
Other Financing Sources	15,998,560	15,998,560	6,666,067	41.67%	6,166,667	41.67%
Revenue without use of Net Position	18,416,294	18,416,294	7,613,296	41.34%	7,572,027	43.42%
Use of Net Position	4,204,967	4,204,967	-	-	-	-
TOTAL REVENUES	$ 22,621,261	$ 22,621,261	$ 7,613,296	33.66%	$ 7,572,027	31.88%
Appropriations:						
Transportation*	$ 22,611,261	$ 22,611,261	$ 5,725,312	25.32%	$ 6,019,626	25.36%
Non-Departmental:						
Contingency	10,000	10,000	-	-	-	-
Total Non-Departmental	10,000	10,000	-	-	-	-
TOTAL APPROPRIATIONS	$ 22,621,261	$ 22,621,261	$ 5,725,312	25.31%	$ 6,019,626	25.34%
Projected Net Position December 31	$ 3,848,053	$ 3,848,053				
Estimated Net Position as of Report Date			$ 9,941,004			

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

580-Economic Development Fund

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

	FY 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Net Position January 1	$ 34,299,483	$ 34,299,483	$ 34,299,483			
Revenues:						
Investment Income	$ 71,500	$ 71,500	$ 156,553	218.95%	$ 72,003	38.10%
Miscellaneous	2,100,000	2,100,000	407,042	19.38%	354,086	9.57%
Other Financing Sources	3,900,000	3,900,000	-	-	-	-
Revenue without use of Net Position	6,071,500	6,071,500	563,595	9.28%	426,089	3.90%
Use of Net Position	4,037,555	4,049,555	-	-	-	-
TOTAL REVENUES	$ 10,109,055	$ 10,121,055	$ 563,595	5.57%	$ 426,089	3.54%
Appropriations:						
Planning and Development	$ 9,607,855	$ 9,619,855	$ 1,251,814	13.01%	$ 1,110,535	9.78%
Non-Departmental:						
Miscellaneous Economic Development	501,200	501,200	249,789	49.84%	239,883	36.19%
Total Non-Departmental	501,200	501,200	249,789	49.84%	239,883	36.19%
TOTAL APPROPRIATIONS	$ 10,109,055	$ 10,121,055	$ 1,501,602	14.84%	$ 1,350,418	11.23%
Projected Net Position December 31	$ 30,261,928	$ 30,249,928				
Estimated Net Position as of Report Date			$ 33,361,476			

601-Administrative Support

The Administrative Support Fund accounts for the activities of all central support departments: Communications, County Administration (excluding Internal Audit, Assessors' Office, and Voter Registrations and Elections), 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.

	FY 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Net Position January 1	$ 35,724,656	$ 35,724,656	$ 35,724,656			
Revenues:						
Intergovernmental Revenues	$ -	$ -	$ 6,400	-	$ -	-
Charges for Services	151,565,333	151,565,333	55,740,890	36.78%	56,027,500	36.54%
Investment Income	494,992	494,992	585,978	118.38%	456,456	63.80%
Miscellaneous	476,738	476,738	293,116	61.48%	412,120	106.27%
Revenue without use of Net Position	152,537,063	152,537,063	56,626,384	37.12%	56,896,076	36.84%
Use of Net Position	-	204,176	-	-	-	-
TOTAL REVENUES	$ 152,537,063	$ 152,741,239	$ 56,626,384	37.07%	$ 56,896,076	36.84%
Appropriations:						
Communications	$ 10,094,431	$ 10,094,431	$ 3,317,205	32.86%	$ 3,271,573	33.40%
County Administration	10,419,090	10,676,340	3,721,346	34.86%	2,952,825	30.44%
Financial Services	13,096,420	13,096,420	4,781,970	36.51%	4,285,651	34.44%
Law	5,680,552	6,075,552	2,076,745	34.18%	2,164,026	36.59%
Human Resources	9,216,747	9,216,747	3,324,288	36.07%	3,431,796	35.36%
Information Technology Services	75,638,252	75,582,678	25,398,821	33.60%	25,157,764	31.89%
Support Services	27,392,071	27,394,571	9,124,832	33.31%	9,202,454	35.68%
Non-Departmental:						
Contingency	999,500	604,500	-	-	-	-
Total Non-Departmental	999,500	604,500	-	-	-	-
TOTAL APPROPRIATIONS	$ 152,537,063	$ 152,741,239	$ 51,745,207	33.88%	$ 50,466,089	32.73%
Projected Net Position December 31	$ 35,724,656	$ 35,520,480				
Estimated Net Position as of Report Date			$ 40,605,833			

605-Group Self-Insurance

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Net Position January 1	$ 45,609,233	$ 45,609,233	$ 45,609,233			
Revenues:						
Charges for Services	$ 105,759,222	$ 105,759,222	$ 44,452,582	42.03%	$ 39,673,051	42.04%
Investment Income	1,772,950	1,772,950	757,607	42.73%	897,200	46.25%
Miscellaneous	-	-	116,084	-	517,933	-
Revenue without use of Net Position	107,532,172	107,532,172	45,326,273	42.15%	41,088,184	42.66%
Use of Net Position	10,692,079	10,692,079	-	-	-	-
TOTAL REVENUES	$ 118,224,251	$ 118,224,251	$ 45,326,273	38.34%	$ 41,088,184	41.47%
Appropriations:						
Human Resources	$ 118,214,251	$ 118,214,251	$ 48,962,364	41.42%	$ 42,440,258	42.84%
Non-Departmental:						
Contingency	10,000	10,000	-	-	-	-
Total Non-Departmental	10,000	10,000	-	-	-	-
TOTAL APPROPRIATIONS	$ 118,224,251	$ 118,224,251	$ 48,962,364	41.41%	$ 42,440,258	42.83%
Projected Net Position December 31	$ 34,917,154	$ 34,917,154				
Estimated Net Position as of Report Date			$ 41,973,142			

610-Fleet Management

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

	FY 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Net Position January 1	$ 14,597,780	$ 14,597,780	$ 14,597,780			
Revenues:						
Charges for Services	$ 16,541,782	$ 16,541,782	$ 8,612,215	52.06%	$ 7,591,881	49.55%
Investment Income	222,000	222,000	222,701	100.32%	160,063	65.20%
Miscellaneous	344,000	344,000	558,862	162.46%	476,805	138.81%
Other Financing Sources	35,000	35,000	200	0.57%	15,972	106.48%
TOTAL REVENUES	$ 17,142,782	$ 17,142,782	$ 9,393,978	54.80%	$ 8,244,721	51.77%
Appropriations:						
Support Services	$ 13,447,640	$ 13,447,640	$ 5,113,055	38.02%	$ 5,183,635	38.33%
Non-Departmental:						
Contingency	17,000	17,000	-	-	-	-
Fleet Management	1,952,429	1,952,429	813,512	41.67%	921,616	41.67%
Total Non-Departmental	1,969,429	1,969,429	813,512	41.31%	921,616	41.00%
Appropriations without Working Capital Reserve	15,417,069	15,417,069	5,926,567	38.44%	6,105,251	38.71%
Working Capital Reserve	1,725,713	1,725,713	-	-	-	-
TOTAL APPROPRIATIONS	$ 17,142,782	$ 17,142,782	$ 5,926,567	34.57%	$ 6,105,251	38.33%
Projected Net Position December 31	$ 16,323,493	$ 16,323,493				
Estimated Net Position as of Report Date			$ 18,065,192			

611-Risk Management

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Net Position January 1	$ 12,726,098	$ 12,726,098	$ 12,726,098			
Revenues:						
Charges for Services	$ 16,000,000	$ 16,000,000	$ 6,666,667	41.67%	$ 6,672,233	41.67%
Investment Income	216,650	216,650	290,634	134.15%	172,837	175.47%
Miscellaneous	-	-	56,511	-	202,213	74.89%
TOTAL REVENUES	$ 16,216,650	$ 16,216,650	$ 7,013,813	43.25%	$ 7,047,283	43.02%
Appropriations:						
Financial Services	$ 15,170,587	$ 15,170,587	$ 7,777,082	51.26%	$ 7,044,566	45.03%
Non-Departmental:						
Contingency	10,000	10,000	-	-	-	-
Total Non-Departmental	10,000	10,000	-	-	-	-
Appropriations without Working Capital Reserve	15,180,587	15,180,587	7,777,082	51.23%	7,044,566	45.00%
Working Capital Reserve	1,036,063	1,036,063	-	-	-	-
TOTAL APPROPRIATIONS	$ 16,216,650	$ 16,216,650	$ 7,777,082	47.96%	$ 7,044,566	43.00%
Projected Net Position December 31	$ 13,762,161	$ 13,762,161				
Estimated Net Position as of Report Date			$ 11,962,829			

612-Workers Compensation Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Net Position January 1	$ 8,556,956	$ 8,556,956	$ 8,556,956			
Revenues:						
Charges for Services	$ 3,000,000	$ 3,000,000	$ 1,250,000	41.67%	$ 1,250,465	41.67%
Investment Income	443,450	443,450	246,583	55.61%	250,714	43.64%
Revenue without use of Net Position	3,443,450	3,443,450	1,496,583	43.46%	1,501,179	41.98%
Use of Net Position	2,458,589	2,458,589	-	-	-	-
TOTAL REVENUES	$ 5,902,039	$ 5,902,039	$ 1,496,583	25.36%	$ 1,501,179	25.33%
Appropriations:						
Human Resources	$ 5,892,039	$ 5,892,039	$ 2,246,909	38.13%	$ 2,087,798	35.29%
Non-Departmental:						
Contingency	10,000	10,000	-	-	-	-
Total Non-Departmental	10,000	10,000	-	-	-	-
TOTAL APPROPRIATIONS	$ 5,902,039	$ 5,902,039	$ 2,246,909	38.07%	$ 2,087,798	35.23%
Projected Net Position December 31	$ 6,098,367	$ 6,098,367				
Estimated Net Position as of Report Date			$ 7,806,631			

613-Auto Liability Fund

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 2026				FY 2025	
	2026 Adopted Budget	Current Annual Budget as of May 2026	Actuals YTD as of May 2026	% Actual to Current Budget	Actuals YTD as of May 2025	% Actual to May 2025 Budget
Estimated Net Position January 1	$ 6,883,716	$ 6,883,716	$ 6,883,716			
Revenues:						
Charges for Services	$ 4,500,000	$ 4,500,000	$ 1,874,999	41.67%	$ 1,875,459	41.67%
Investment Income	217,650	217,650	142,525	65.48%	144,142	67.99%
TOTAL REVENUES	$ 4,717,650	$ 4,717,650	$ 2,017,525	42.77%	$ 2,019,601	42.85%
Appropriations:						
Financial Services	$ 3,500,492	$ 3,500,492	$ 1,467,903	41.93%	$ 1,077,297	28.55%
Appropriations without Working Capital Reserve	3,500,492	3,500,492	1,467,903	41.93%	1,077,297	28.55%
Working Capital Reserve	1,217,158	1,217,158	-	-	-	-
TOTAL APPROPRIATIONS	$ 4,717,650	$ 4,717,650	$ 1,467,903	31.12%	$ 1,077,297	22.86%
Projected Net Position December 31	$ 8,100,874	$ 8,100,874				
Estimated Net Position as of Report Date			$ 7,433,338			

BUDGET ADJUSTMENTS BY FUND - REVENUES

AS OF 5/31/2026

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget - May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Development and Enforcement Services District Fund (204)						
Use of Fund Balance	538,288	539,341	1,053	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	1,053
				Total: Use of Fund Balance	-	1,053
Total: Development and Enforcement Services District Fund			1,053		-	1,053
Street Lighting Fund (207)						
Charges for Services	10,512,410	10,516,313	3,903	GCID 20260084 Incoproration of Izod Court and Rambling Woods Subdivision into the Gwinnett County Street lighting Program.	-	2,600
				GCID 20260460 to incorporate Osceola Court into the Gwinnett County Street lighting Program.	-	1,303
				Total: Charges for Services	-	3,903
Total: Street Lighting Fund			3,903		-	3,903
Sheriff Special Justice Fund (250)						
Fines and Forfeitures	-	103,701	103,701	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2026.	-	35,829
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2026.	67,872	67,872
				Total: Fines and Forfeitures	67,872	103,701
Total: Sheriff Special Justice Fund			103,701		67,872	103,701
Sheriff Special State Fund (252)						
Fines and Forfeitures	-	55,878	55,878	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - February 2026.	-	15,391
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds -March 2026.	-	6,484
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds -April 2026.	-	1,937
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds -May 2026.	32,066	32,066
				Total: Fines and Forfeitures	32,066	55,878
Total: Sheriff Special State Fund			55,878		32,066	55,878

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget - May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Police Special Justice Fund (253)						
Fines and Forfeitures	-	50,802	50,802	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - February 2026.	-	21,832
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2026.	-	15,637
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2026.	-	6,630
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2026.	6,703	6,703
				Total: Fines and Forfeitures	6,703	50,802
Use of Fund Balance	72,860	107,943	35,083	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - February 2026.	-	(21,832)
				Finance Director's Form 2026-4: The Department of Police Services requests a Fund Balance transfer to the Police Special Justice Fund to cover a 2026 budget shortfall caused by a $87,329.56 equipment purchase order issued in 2025 but received in 2026.	-	85,885
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2026.	-	(15,637)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2026.	-	(6,630)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2026.	(6,703)	(6,703)
				Total: Use of Fund Balance	(6,703)	35,083
Total: Police Special Justice Fund			85,885		-	85,885
Police Special State Fund (254)						
Fines and Forfeitures	-	159,977	159,977	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - February 2026.	-	60,979
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2026.	-	64,120
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2026.	-	4,057
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2026.	30,821	30,821
				Total: Fines and Forfeitures	30,821	159,977

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget - May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Police Special State Fund Continued (254)						
Use of Fund Balance	178,246	18,269	(159,977)	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - February 2026.	-	(60,979)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2026.	-	(64,120)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2026.	-	(4,057)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2026.	(30,821)	(30,821)
				Total: Use of Fund Balance	(30,821)	(159,977)
Total: Police Special State Fund			-		-	-
DA Special State Fund (258)						
Fines and Forfeitures	-	31,143	31,143	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - February 2026.	-	13,656
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2026.	-	9,862
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2026.	-	53
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2026.	7,572	7,572
				Total: Fines and Forfeitures	7,572	31,143
Total: DA Special State Fund			31,143		7,572	31,143
Stormwater Operating Fund (550)						
Use of Net Position	5,140,931	6,195,931	1,055,000	GCID 20260484 to increase BL059-24, provision of trenchless stormwater pipe rehabilitation on an annual contract for the current contract period (August 21, 2025 through August 20, 2026), with Cajenn Construction and Rehab Services, Inc.; Southern Premier Contractors, Inc.; and Vortex Services, LLC, from $16,000,000.00 to $20,000,000.00 and approval to renew (August 21, 2026 through August 20, 2027), amount not to exceed $18,000,000.00.	1,055,000	1,055,000
				Total: Use of Net Position	1,055,000	1,055,000
Total: Stormwater Operating Fund			1,055,000		1,055,000	1,055,000
Airport Operating Fund (570)						
Miscellaneous	1,854,500	1,859,593	5,093	GCID 20260124 RP010-25, lease of a site at the Gwinnett County Airport, to GMD Properties, LLC dba Aircraft Specialists Jet Center. The term of this lease shall be 25 years. This lease may be automatically renewed for three additional five-year terms, for a lifetime term of 40 years.	-	5,093
				Total: Miscellaneous	-	5,093
Total: Airport Operating Fund			5,093		-	5,093

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget - May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Economic Development Fund (580)						
Use of Net Position	4,037,555	4,049,555	12,000	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.		12,000
				Total: Use of Net Position	-	12,000
Total: Economic Development Fund			12,000		-	12,000
Administrative Support (601)						
Use of Net Position	-	204,176	204,176	GCID 20251316 of a Resolution to amend the 2025 Compensation Plan to reflect a market adjustment of four percent; to amend the 2025 Budget to provide the necessary funding related to the market adjustment; and to approve a supplemental program to the Defined Contribution Pension Plan program.	-	204,176
				Total: Use of Net Position	-	204,176
Total: Administrative Support			204,176		-	204,176
Total Revenue Budget Adjustments			**1,557,832**		**1,162,510**	**1,557,832**

BUDGET ADJUSTMENTS BY FUND - APPROPRIATIONS

AS OF 5/31/2026

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
General Fund (101)						
Assessors' Office	15,633,270	15,656,782	23,512	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	23,512
				Total: Assessors' Office	-	23,512
Transportation	39,929,859	39,939,512	9,653	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	9,653
				Total: Transportation	-	9,653
Planning and Development	7,869,908	7,874,408	4,500	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	4,500
				Total: Planning and Development	-	4,500
Sheriff	173,541,610	171,471,650	(2,069,960)	GCID 20260405 BL036-26, Gwinnett County Detention Center employee parking lot and security upgrades project, to NPSG Built, LLC, amount not to exceed $2,069,960.00.	-	(2,069,960)
				Total: Sheriff	-	(2,069,960)
Judiciary	42,028,874	53,678,874	11,650,000	GCID 20260125 Transfer Indigent Defense Funds, currently budgeted in Non-Departmental to Recorder's Court, Judiciary, Juvenile Court, and Probate Court operating funds, in accordance with the adopted budget and allocation structure for the current fiscal year 2026. The transfer reflects the approved indigent defense allocations within the General Fund and Police Services District Fund and moves budget to the court agency for operational use.	-	11,650,000
				Total: Judiciary	-	11,650,000
Juvenile Court	8,107,232	10,657,232	2,550,000	GCID 20260125 Transfer Indigent Defense Funds, currently budgeted in Non-Departmental to Recorder's Court, Judiciary, Juvenile Court, and Probate Court operating funds, in accordance with the adopted budget and allocation structure for the current fiscal year 2026. The transfer reflects the approved indigent defense allocations within the General Fund and Police Services District Fund and moves budget to the court agency for operational use.	-	2,550,000
				Total: Juvenile Court	-	2,550,000

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
General Fund Continued (101)						
Child Advocacy and Juvenile Services	7,066,923	7,133,758	66,835	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	66,835
				Total: Child Advocacy and Juvenile Services	-	66,835
Probate Court	5,534,187	5,834,187	300,000	GCID 20260125 Transfer Indigent Defense Funds, currently budgeted in Non-Departmental to Recorder's Court, Judiciary, Juvenile Court, and Probate Court operating funds, in accordance with the adopted budget and allocation structure for the current fiscal year 2026. The transfer reflects the approved indigent defense allocations within the General Fund and Police Services District Fund and moves budget to the court agency for operational use.	-	300,000
				Total: Probate Court	-	300,000
Atlanta Regional Commission	1,234,774	1,244,774	10,000	CFO GCID 20260441 Financial Services is requesting a transfer from Contingency to Subsidies (ARC) to support Gwinnett County's contribution to the Model Atlanta Regional Program (MARC).	-	10,000
				Total: Atlanta Regional Commission	-	10,000
Food Insecurity	-	150,000	150,000	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	150,000
				Total: Food Insecurity	-	150,000

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
General Fund Continued (101)						
Non-Departmental:						
Contingency	13,579,313	9,580,384	(3,998,929)	GCID 20260444 of Change Order No. 3 to RP026-21 Construction Manager at Risk for the renovation of Gwinnett Justice and Administration Center Campus Space with Gilbane Building Company, increasing the contraction by $38,943,000.00. The contract time will be extended by 16 months. The new project completion date will be July 10, 2029. The mark-up fee will remain unchaged. The contract amount is adjusted to $143,943,000.00. Authorization for the delegation of authority to the County Administrator to approve guaranteed maximum price authorizations and associated change orders.	-	(3,988,929)
				CFO GCID 20260441 Financial Services is requesting a transfer from Contingency to Subsidies (ARC) to support Gwinnett County's contribution to the Model Atlanta Regional Program (MARC).	-	(10,000)
				Total: Contingency	-	(3,998,929)
Contribution to Capital	12,729,858	18,788,747	6,058,889	GCID 20260444 of Change Order No. 3 to RP026-21 Construction Manager at Risk for the renovation of Gwinnett Justice and Administration Center Campus Space with Gilbane Building Company, increasing the contraction by $38,943,000.00. The contract time will be extended by 16 months. The new project completion date will be July 10, 2029. The mark-up fee will remain unchaged. The contract amount is adjusted to $143,943,000.00. Authorization for the delegation of authority to the County Administrator to approve guaranteed maximum price authorizations and associated change orders.	-	3,988,929
				GCID 20260405 BL036-26, Gwinnett County Detention Center employee parking lot and security upgrades project, to NPSG Built, LLC, amount not to exceed $2,069,960.00.	-	2,069,960
				Total: Contribution to Capital	-	6,058,889
Reserves - Indigent Defense	14,500,000	-	(14,500,000)	GCID 20260125 Transfer Indigent Defense Funds, currently budgeted in Non-Departmental to Recorder's Court, Judiciary, Juvenile Court, and Probate Court operating funds, in accordance with the adopted budget and allocation structure for the current fiscal year 2026. The transfer reflects the approved indigent defense allocations within the General Fund and Police Services District Fund and moves budget to the court agency for operational use.	-	(14,500,000)
				Total: Reserves - Indigent Defense	-	(14,500,000)
Contibution to Fund Balance	4,619,353	4,364,853	(254,500)	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	(254,500)
				Total: Contribution to Fund Balance	-	(254,500)
Total: General Fund			-		-	-

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Fire and EMS District Fund (202)						
Fire and Emergency Services	191,891,106	191,903,362	12,256	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	12,256
				Total: Fire and Emergency Services	-	12,256
Contribution to Fund Balance	22,918,794	22,906,538	(12,256)	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	(12,256)
				Total: Contribution to Fund Balance	-	(12,256)
Total: Fire and EMS District Fund			-		-	-
Development and Enforcement Services District Fund (204)						
Planning and Development	22,933,518	22,934,571	1,053	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	1,053
				Total:Planning and Development	-	1,053
Total: Development and Enforcement Services District Fund			1,053		-	1,053
Recreation Fund (205)						
Non-Departmental:						
Recreation	321,966	821,966	500,000	GCID 20251210 to renew RP031-24, provision of on-demand design, fabrication, installation and demolition of playground equipment and surfacing on an annual contract (January 1, 2026 through December 31, 2026), with American Architectural Design Specialties, Inc. dba Architectural Design Specialties/ Playground Creations; Great Southern Recreation, LLC; and Miracle Recreation Equipment Company, amount not to exceed $2,240,000.00.	-	500,000
				Total: Recreation	-	500,000
Contribution to Fund Balance	8,941,317	8,441,317	(500,000)	GCID 20251210 to renew RP031-24, provision of on-demand design, fabrication, installation and demolition of playground equipment and surfacing on an annual contract (January 1, 2026 through December 31, 2026), with American Architectural Design Specialties, Inc. dba Architectural Design Specialties/ Playground Creations; Great Southern Recreation, LLC; and Miracle Recreation Equipment Company, amount not to exceed $2,240,000.00.	-	(500,000)
				Total:Contribution to Fund Balance	-	(500,000)
Total: Recreation Fund			-		-	-

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Police Services District Fund (206)						
Police Services	189,775,015	189,663,690	(111,325)	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	(111,325)
				Total: Police Services	-	(111,325)
Recorder's Court	2,485,214	2,885,214	400,000	GCID 20260125 Transfer Indigent Defense Funds, currently budgeted in Non-Departmental to Recorder's Court, Judiciary, Juvenile Court, and Probate Court operating funds, in accordance with the adopted budget and allocation structure for the current fiscal year 2026. The transfer reflects the approved indigent defense allocations within the General Fund and Police Services District Fund and moves budget to the court agency for operational use.	-	400,000
				Total: Recorder's Court	-	400,000
Non-Departmental:						
Non-Departmental	10,825,718	10,425,718	(400,000)	GCID 20260125 Transfer Indigent Defense Funds, currently budgeted in Non-Departmental to Recorder's Court, Judiciary, Juvenile Court, and Probate Court operating funds, in accordance with the adopted budget and allocation structure for the current fiscal year 2026. The transfer reflects the approved indigent defense allocations within the General Fund and Police Services District Fund and moves budget to the court agency for operational use.	-	(400,000)
				Total: Non-Departmental	-	(400,000)
Contribution to Fund Balance	11,557,603	11,668,928	111,325	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	111,325
				Total: Contribution to Fund Balance	-	111,325
Total: Police Services District Fund			-		-	-
Street Lighting Fund (207)						
Transportation	10,507,027	10,510,930	3,903	GCID 20260084 Incoproration of Izod Court and Rambling Woods Subdivision into the Gwinnett County Street lighting Program.	-	2,600
				GCID 20260460 to incorporate Osceola Court into the Gwinnett County Street lighting Program.	-	1,303
				Total: Transportation	-	3,903
Total: Street Lighting Fund			3,903		-	3,903

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Sheriff Special Justice Fund (250)						
Sheriff	350,000	453,701	103,701	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2026.	-	35,829
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2026.	67,872	67,872
				Total: Sheriff	67,872	103,701
Total: Sheriff Special Justice Fund			103,701		67,872	103,701
Sheriff Special State Fund (252)						
Sheriff	70,000	125,878	55,878	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - February 2026.	-	15,391
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2026.	-	6,484
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2026.	-	1,937
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2026.	32,066	32,066
				Total: Sheriff	32,066	55,878
Total: Sheriff Special State Fund			55,878		32,066	55,878
Police Special Justice Fund (253)						
Police Services	72,860	158,745	85,885	Finance Director's Form 2026-4: The Department of Police Services requests a Fund Balance transfer to the Police Special Justice Fund to cover a 2026 budget shortfall caused by a $87,329.56 equipment purchase order issued in 2025 but received in 2026.	-	85,885
				Total: Police Services	-	85,885
Total: Police Special Justice Fund			85,885		-	85,885
DA Special State Fund (258)						
District Attorney	31,718	62,861	31,143	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - February 2026.	-	13,656
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2026.	-	9,862
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2026.	-	53
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2026.	7,572	7,572
				Total: District Attorney	7,572	31,143
Total: DA Special State Fund			31,143		7,572	31,143

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Water and Sewer Oeprating Fund (501)						
Water Resources	406,463,141	403,963,141	(2,500,000)	GCID 20260122 BL010-26, Suwanee Creek Diversion Pump Station improvement project, to Lakeshore Engineering, LLC, amount not to exceed $20,523,750.00.	-	(2,500,000)
				Total: Water Resources	-	(2,500,000)
Working Capital Reserve	78,017,842	80,517,842	2,500,000	GCID 20260122 BL010-26, Suwanee Creek Diversion Pump Station improvement project, to Lakeshore Engineering, LLC, amount not to exceed $20,523,750.00.	-	2,500,000
				Total: Working Capital Reserve	-	2,500,000
Total: Water and Sewer Operating Fund			-		-	-
Stormwater Operating Fund (550)						
Water Resources	36,646,043	37,701,043	1,055,000	GCID 20260484 to increase BL059-24, provision of trenchless stormwater pipe rehabilitation on an annual contract for the current contract period (August 21,2025 through August 20, 2026), with Cajenn Construction and Rehab Services, Inc.; Southern Premier Contractors, Inc.; and Vortex Services, LLC, from $16,000,000.00 to $20,000,000.00 and approval to renew (August 21, 2026 through August 20, 2027), amount not to exceed $18,000,000.00.	1,055,000	1,055,000
				Total: Water Resources	1,055,000	1,055,000
Total: Stormwater Operating Fund			1,055,000		1,055,000	1,055,000
Airport Operating Fund (570)						
Working Capital Reserve	96,017	101,110	5,093	GCID 20260124 RP010-25, lease of a site at the Gwinnett County Airport, to GMD Properties, LLC dba Aircraft Specialists Jet Center. The term of this lease shall be 25 years. This lease may be automatically renewed for three additional five-year terms, for a lifetime term of 40 years.	-	5,093
				Total: Working Capital Reserve	-	5,093
Total: Airport Operating Fund			5,093		-	5,093
Economic Development Fund (580)						
Planning and Development	9,607,855	9,619,855	12,000	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	12,000
				Total: Planning and Development	-	12,000
Total: Economic Development Fund			12,000		-	12,000

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Administration Support Fund (601)						
County Administration	10,419,090	10,676,340	257,250	GCID 20251316 of a Resolution to amend the 2025 Compensation Plan to reflect a market adjustment of four percent; to amend the 2025 Budget to provide the necessary funding related to the market adjustment; and to approve a supplemental program to the Defined Contribution Pension Plan program.	-	257,250
				Total: County Administration	-	257,250
Law	5,680,552	6,075,552	395,000	GCID 20260398 Requesting approval of a budget transfer totaling $395,000 to fund two unbudgeted retirement payouts that posted in January and March. The shortfall resulted from separation payouts not anticipated during budget development. The Department evaluated salary savings and General Operating Expenditures and determined sufficient resources are not available to absorb the cost; therefore, funding is requested from the NonDepartmental Contingency account within the Administrative Support Fund. This transfer will offset the deficit in the Salaries and Wages – Other account.		395,000
				Total: Law	-	395,000

Department/Fund	2026 Adopted Budget	2026 Current Annual Budget May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Administrative Support Fund Continued (601)						
Information Technology	75,638,252	75,582,678	(55,574)	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	(55,574)
				Total: Information Technology	-	(55,574)
Support Services	27,392,071	27,394,571	2,500	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	2,500
				Total: Support Services	-	2,500
Non-Departmental:						
Contingency	999,500	604,500	(395,000)	GCID 20260398 Requesting approval of a budget transfer totaling $395,000 to fund two unbudgeted retirement payouts that posted in January and March. The shortfall resulted from separation payouts not anticipated during budget development. The Department evaluated salary savings and General Operating Expenditures and determined sufficient resources are not available to absorb the cost; therefore, funding is requested from the NonDepartmental Contingency account within the Administrative Support Fund. This transfer will offset the deficit in the Salaries and Wages – Other account.	-	(395,000)
				Total: Contingency	-	(395,000)
Working Capital Reserve	-	-	-	GCID 20260252 of the January 31, 2026 Monthly Financial Status Report and ratification of all budget amendments. Approval/authorization of a Resolution amending the FY2026 budget to reflect adjustments to revenues based on actual receipts and anticipated appropriations.	-	53,074
				GCID 20251316 of a Resolution to amend the 2025 Compensation Plan to reflect a market adjustment of four percent; to amend the 2025 Budget to provide the necessary funding related to the market adjustment; and to approve a supplemental program to the Defined Contribution Pension Plan program.	-	(53,074)
				Total: Working Capital Reserve	-	-
Total: Administrative Support Fund			204,176		-	204,176
Total Appropriation Budget Adjustments			**$ 1,557,832**		**$ 1,162,510**	**$ 1,557,832**

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260813	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Law Department			Date Submitted:	06/16/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	rkmorris			Multiple Depts?	No
Agenda Type	Approval/authorization				

Item of Business: Locked by Purchasing: No

to amend Chapter 62 of the Gwinnett County Code of Ordinances related to Libraries.

Attachments	Justification Memo; Ordinance

Authorization: Chairwoman's Signature? Yes

Staff Recommendation	Approval
BAC Action:	
Department Head	lgjorstad (6/16/2026)
Attorney	abcauthen (6/18/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	brainey (6/18/2026)

Finance Comments	*No budget impact.	FinDir's Initials: raroyal (6/18/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	

Vote: No Action Taken

GWINNETT COUNTY
DEPARTMENT OF LAW
75 Langley Drive | Lawrenceville, GA 30046-6935
(O) 770.822.8700 | (F) 770.822.8790
www.gwinnettcounty.com

MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Jenny S. Carter
Acting County Attorney

FROM: Allison B. Cauthen
Senior Assistant County Attorney

SUBJECT: GCID 2026-0813 Chapter 62 Libraries

DATE: July 1, 2026

ITEM OF BUSINESS

Approval/authorization to amend Chapter 62 of the Gwinnett County Code of Ordinances related to Libraries.

BACKGROUND AND DISCUSSION

The Gwinnett County Public Library is directed and governed by a Board of Trustees appointed by the Board of Commissioners. There are 5 members on the Board of Trustees, one appointed by each Commissioner. The county's current ordinance governing the Library Board of Trustees limits board members' service to two consecutive terms. The proposed amendment of Section 62-44 of the Code of Ordinances removes the term limits. This change provides greater flexibility to retain experienced and effective board members, promotes stability and continuity of the Library Board of Trustees, and better supports long-term initiatives by enabling qualified and committed members to continue serving if reappointed to their positions.

If you have any questions regarding the ordinance amendment, please do not hesitate to contact me at (770) 822-7424.

Ordinance Number: LO2026-001
GCID 2026-0813

GWINNETT COUNTY

BOARD OF COMMISSIONERS

LAWRENCEVILLE, GEORGIA

ORDINANCE ENTITLED: LIBRARIES

ADOPTION DATE: JULY 14, 2026

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 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 amends Chapter 62, Article II, Division 2 of the Code of Ordinances of Gwinnett County, entitled "Library Board of Trustees", by repealing Section 62-44 in its entirety, and replacing that repealed section with a new Section 62-44.

WHEREAS, O.C.G.A. § 20-5-41 provides for the establishment of a board of trustees to govern libraries and specifies that the county board of library trustees shall exercise authority in a county system; and

WHEREAS, pursuant to State law, in 1996 the Gwinnett County Board of Commissioners established the Gwinnett County Public Library which is directed and governed by a Board of Trustees appointed by the Gwinnett County Board of Commissioners; and

WHEREAS, Section 62-44 of the County's current ordinance governing the Library Board of Trustees limits board members' service to two consecutive terms; and

WHEREAS, the Board of Commissioners recognizes that members of the Board of Trustees are in a position to develop institutional knowledge, library expertise, and community relationships that may strengthen the effectiveness and continuity of library governance; and

WHEREAS, the Board of Commissioners finds that removing the limitation on members of the Board of Trustees serving for more than two consecutive terms promotes stability and continuity of the Library Board of Trustees and better supports long-term initiatives by enabling qualified and committed members to continue serving if reappointed to their positions; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of Gwinnett County to adopt the amendments to Section 62-44 of the Code of Ordinances of Gwinnett County as set forth in Exhibit A, attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Gwinnett County Board of Commissioners, that Chapter 62, Article II, Division 2 of the Code of Ordinances of Gwinnett County, entitled "Library Board of Trustees", is hereby amended by repealing Section 62-44 in its entirety, and replacing that repealed section with a new Section 62-44 as set forth in Exhibit A, attached hereto.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this ordinance shall be effective upon adoption.

BE IT FURTHER RESOLVED that all ordinances, regulations or parts of the same in conflict with this Resolution are hereby rescinded to the extent of said conflict.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: _____
NICOLE L. HENDRICKSON, CHAIRWOMAN

ATTEST:

BY: _____
COUNTY CLERK/DEPUTY COUNTY CLERK
(SEAL)

APPROVED AS TO FORM:

BY: _____
ALLISON B. CAUTHEN
SENIOR ASSISTANT COUNTY ATTORNEY

Ordinance Number: LO2026-001
GCID 2026-0813

Exhibit A

Chapter 62 – Libraries

Article II – Gwinnett County Public Library

Division 2- Library Board of Trustees

Section 62-44 shall be repealed in its entirety and replaced with a new Section 62-44 to read as follows:

Sec. 62-44. – Composition; membership; terms; employees.

(a) The management and operation of the Gwinnett County Public Library is entrusted to the library board of trustees which shall conform to the laws of the state governing public libraries.

(b) The library board of trustees shall consist of members appointed by the board of commissioners, with each commissioner nominating for appointment one member.

(c) Each member of the library board of trustees shall serve for a term concurrent with the full term of that member's nominating commissioner, unless the term of the nominating commissioner has partially expired. If so, the board member shall serve the remaining portion of that commissioner's term of office on the board. A member's term will not expire until a new member has been appointed by the board of commissioners to ensure the continued operation of the library.

(d) Vacancies shall be filled in the same manner as appointments are made. If a vacancy occurs prior to the expiration of a board member's term, the new appointee shall complete the unexpired term.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260816	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Law Department			Date Submitted:	06/17/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	scsenn			Multiple Depts?	
Agenda Type	Approval/authorization				

Item of Business: Locked by Purchasing: No

for Declaration of Taking Condemnation proceedings for the property of Andrew Lipko, Jr. and Sue E. Lipko, consisting of 2,695.96 square feet of permanent construction easement, and 273.32 square feet of 18-month temporary driveway easement, Tax Parcel No. R6046 131, 2625 Ross Road, Snellville, amount $7,300.00. This project is funded by the 2017 SPLOST program.

Attachments	Justification Memorandum, Maps and Resolution
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	
BAC Action:	
Department Head	jennyscarter (6/26/2026)
Attorney	tllettsome (7/6/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	2017 SPLOST	*	$7,300	brainey (7/6/2026)

Finance Comments	FinDir's Initials
*Upon approval, adjust appropriations from Improvements at Existing Schools project to Shiloh School Cluster Improvements project. For FY2026, $7,300 is allocated.	raroyal (7/6/2026)

☑ Budget Adjust ☑ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

GWINNETT COUNTY
DEPARTMENT OF LAW
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(O) 770.822.8700 | (F) 770.822.8790
www.gwinnettcounty.com

MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Jenny S. Carter
Acting County Attorney

FROM: Tracy L. Lettsome
Senior Assistant County Attorney

SUBJECT: Declaration of Taking – GCID 2026-0816

DATE: June 24, 2026

ITEM OF BUSINESS

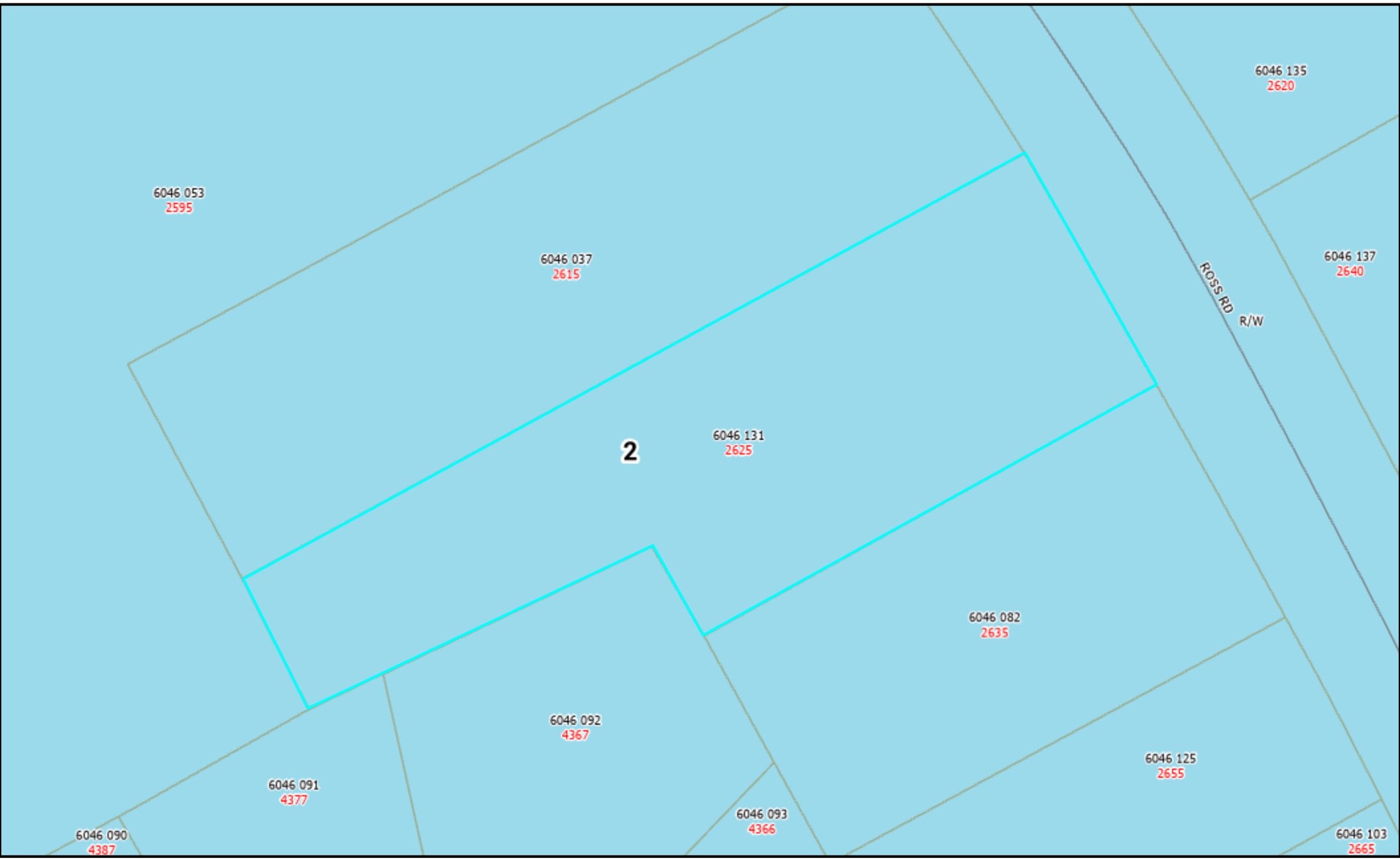
Approval/Authorization for Declaration of Taking Condemnation proceedings for the property of Andrew Lipko, Jr. and Sue E. Lipko, consisting of 2,695.96 square feet of permanent construction easement, and 273.32 square feet of 18-month temporary driveway easement, Tax Parcel No. R6046 131, 2625 Ross Road, Snellville, amount $7,300.00. This project is funded by the 2017 SPLOST program.

BACKGROUND AND DISCUSSION

Through this agenda item, the Law Department requests that the Board of Commissioners approve the execution of the attached Resolution which authorizes the filing of a Declaration of Taking proceeding to acquire 2695.96 square feet of permanent construction easement and 273.32 square feet of 18-month temporary driveway easement. The acquisition of the easements is necessary for the project named Ross Road at Shiloh Road (Shiloh Elementary, Middle and High Schools). The subject property is zoned R-100, and the parcel is within Commission District 2. The estimated amount of just and adequate compensation for the acquisition is $7,300.00.

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

GWINNETT COUNTY GIS MAP



Project Name: Ross Road at Shiloh Road (Shiloh Elementary,Middle and High Schools)

GCID: 2026-0816

Commission District: 2

6/22/2026 10:14 AM

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Gwinnett

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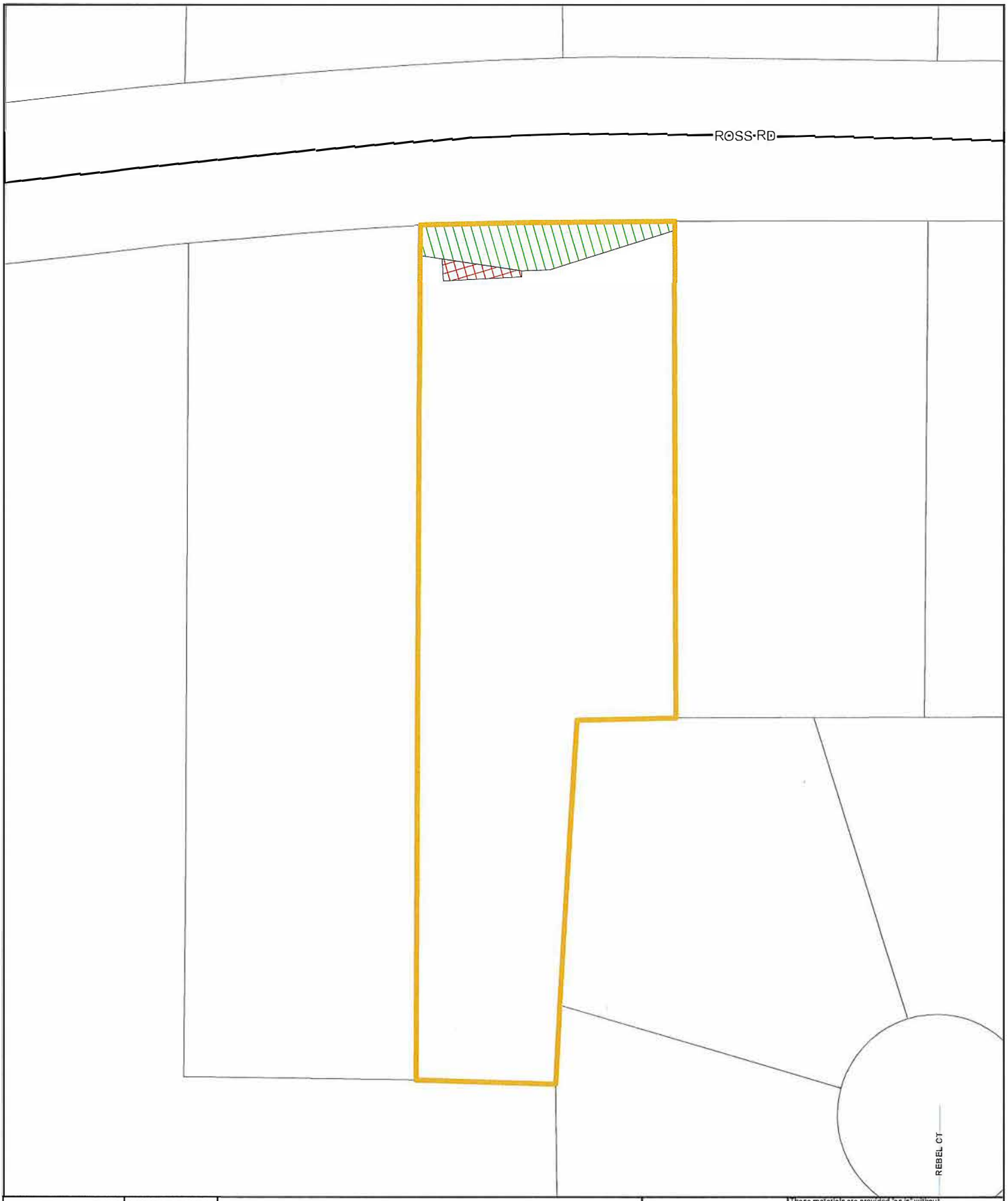

4
1
2
3
Commission District

Gwinnett Transportation

F01496.1 ROSS ROAD AT SHILOH ROAD
ANDREW LIPKO JR AND SUE E. LIPKO
PIN 6046 131

+/- 2695.96 SQ FTPERMANENT CONSTRUCTION EASEMENT
273.32 SQ FT TEMPORARY DRIVEWAY EASEMENT
PARCEL 5

N W E S

0 0 0.01 Miles

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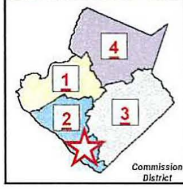

Gwinnett Transportation

F01496.1 ROSS ROAD AT SHILOH ROAD
ANDREW LIPKO JR AND SUE E. LIPKO
PIN 6046 131

+/- 2695.96 SQ FT PERMANENT CONSTRUCTION EASEMENT
273.32 SQ FT TEMPORARY DRIVEWAY EASEMENT
PARCEL 5

0 0 0.01 Miles

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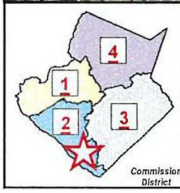
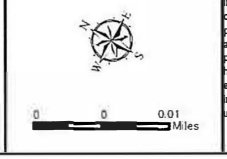


Gwinnett Transportation

F01496.1 ROSS ROAD AT SHILOH ROAD
ANDREW LIPKO JR AND SUE E. LIPKO
PIN 6046 131
(SHILOH ELEMENTARY, MIDDLE AND HIGH SCHOOLS)



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GCID: 2026-0816

APPENDIX "A" TO EXHIBIT "A"

GWINNETT COUNTY

BOARD OF COMMISSIONERS

LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: Declaration of Taking for a Condemnation Proceeding

ADOPTION DATE: JULY 14, 2026

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 Carden, District I		
Ben Ku, District 2		
Jasper Watkins III, District 3		
Matthew Holtkamp, District 4		

On motion of Commissioner _____ and carried by a _____ vote, the Resolution entitled, Declaration of Taking for a Condemnation Proceeding, as set forth below, is hereby adopted:

WHEREAS, the Gwinnett County Department of Transportation has laid out and determined to construct Ross Road at Shiloh Road (Shiloh Elementary, Middle, and High Schools) as part of the Gwinnett County Road System of the State of Georgia, known and designated as Project F01496.1, and being more fully shown on a map and drawing on file in the office of the Gwinnett County Department of Transportation, 446 West Crogan Street, Lawrenceville, Georgia; and

WHEREAS, in order to maintain the projected schedule of road construction of Gwinnett County, it is necessary that the property, the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel to be acquired, the right of way and other rights as herein described and as listed below, shown of record as owned by the persons named herein, all as described in the annexes to this order hereinafter enumerated, all of said annexes, being by reference made a part of this order, are essential for the construction of said project.

GCID: 2026-0816

Parcel Number: 5

2,695.96 square feet of permanent construction easement
273.32 square feet of 18-month temporary driveway easement

Owners: Andrew Lipko, Jr. and Sue E. Lipko

NOW, THEREFORE, BE IT RESOLVED by the Gwinnett County Board of Commissioners, that the circumstances are such that it is necessary that the right of way, easements and access rights, if any as described in annexes to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated, Sections 32-3-4 through 32-3-19; and

IT IS ORDERED that Gwinnett County proceed to acquire the title, estate, or interest in the lands hereinafter described in annexes to this order by condemnation under the provisions of said Code, and the Attorney for Gwinnett County is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This ____ day of ____, 2026.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: _____
NICOLE L. HENDRICKSON, CHAIRWOMAN

ATTEST:

BY: _____ (SEAL)
COUNTY CLERK/DEPUTY CLERK

APPROVED AS TO FORM:

BY: _____
SENIOR ASSISTANT COUNTY ATTORNEY

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260914	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Law Department			Date Submitted:	06/29/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	scsenn			Multiple Depts?	
Agenda Type	Approval/authorization				

Item of Business: Locked by Purchasing: No

of a Settlement Agreement and Release in the matter of Gwinnett County, Georgia v. Archimetric Construction & Design Inc. and National American Insurance Company, Superior Court of Gwinnett County, Civil Action File No. 25-A-07911-2.

Attachments	Justification Memo and Settlement Agreement and
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	
BAC Action:	
Department Head	jennyscarter (6/30/2026)
Attorney	tllettsome (7/8/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	2017 SPLOST	*	$550,000	brainey (7/8/2026)

Finance Comments	FinDir's Initials
*Upon approval, adjust revenue and appropriations as necessary for Peachtree Industrial Blvd/Suwanee Dam Road Project.	raroyal (7/7/2026)

☑ Budget Adjust ☑ Grand Jury

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

GWINNETT COUNTY
DEPARTMENT OF LAW
75 Langley Drive | Lawrenceville, GA 30046-6935
(O) 770.822.8700 | (F) 770.822.8790
www.gwinnettcounty.com

MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Jenny S. Carter
Acting County Attorney

FROM: Tracy L. Lettsome TLL/SS
Senior Assistant County Attorney

SUBJECT: GCID 2026-0914
Gwinnett County, Georgia v. Archimetric Construction & Design Inc. and National American Insurance Company
Superior Court of Gwinnett County
Civil Action File No: 25-A-07911-2

DATE: June 30, 2026

ITEM OF BUSINESS

Approval/Authorization of a Settlement Agreement and Release in the matter of Gwinnett County, Georgia v. Archimetric Construction & Design Inc. and National American Insurance Company, Superior Court of Gwinnett County, Civil Action File No. 25-A-07911-2.

BACKGROUND AND DISCUSSION

This agenda item requests that the Board of Commissioners approve a Settlement Agreement and Release as a full and final settlement in the matter of Gwinnett County, Georgia v. Archimetric Construction & Design Inc. and National American Insurance Company. This lawsuit was filed after the contractor was declared in default for failure to perform and comply with the terms of a roadway improvement project contract. As a result of the default, another contractor was brought in to complete the project at an added cost. Pursuant to the terms of the settlement, the contractor's surety has agreed to pay the County $550,000. The settlement agreement will conclude this litigation and result in a full and final release of all claims raised in this lawsuit.

If you have any questions, please contact me at 822-8700.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (the "Agreement") is made and entered into this _____ day of _____, 2026, by and between Gwinnett County, Georgia (the "County"), a political subdivision of the State of Georgia, National American Insurance Company ("NAICO"), and Archimetric Design & Construction, Inc. ("Archimetric") (collectively the "Parties") as follows:

WHEREAS, the County and Archimetric entered into a contract on October 4, 2021, for Project M-1063-01, Peachtree Industrial Boulevard at Suwanee Dam Road ("Project") for the initial contract price of $2,896,561.90;

WHEREAS, in connection with the contract, NAICO issued a Performance Bond, Bond No. CBB0060556 (the "Performance Bond"), on behalf of Archimetric, as principal, and in favor of the County;

WHEREAS, the Performance Bond was executed by NAICO in reliance on the rights granted to NAICO by Archimetric in the General Indemnity Agreement dated June 28, 2013 (the "Indemnity Agreement");

WHEREAS, the Performance Bond sets forth NAICO's obligations to the County in the event of a default by Archimetric under the contract, subject to the terms and conditions therein;

WHEREAS, the County declared Archimetric to be in default under the Contract;

WHEREAS, the County called upon NAICO to perform its obligations under the Performance Bond;

WHEREAS, on August 25, 2025, the County commenced a lawsuit against Archimetric and NAICO, Case No. 25-A-07911-2 (the "Lawsuit"), alleging breach of contract and nonperformance under the bond;

WHEREAS, on October 8, 2025, Archimetric filed its answer to the complaint filed by the County in the Lawsuit and asserted Counterclaims against the County (the "Counterclaims");

WHEREAS, the Parties desire to reach a settlement of all claims asserted in the Lawsuit, including the Counterclaims;

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. As consideration for the releases set forth herein, NAICO agrees to pay, and the County agrees to accept, a payment in the amount of $550,000.00 ("Settlement Amount"). The Settlement Amount shall be paid within 30 days of the final execution of this Agreement.

2. Conditioned upon receipt of the Settlement Amount, the County releases and fully discharges NAICO and Archimetric, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common

control with any of the foregoing and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, which the County has, or may have had, against NAICO or Archimetric arising out of or in connection with the Project, the Performance Bond, and the Lawsuit. The releases contained herein shall constitute a full and final discharge of NAICO's obligations under the Performance Bond.

3. Conditioned upon the effectiveness of the release set forth in Section 2, Archimetric releases and fully discharges the County, together with its past, present, and future officers, employees, agents, departments, agencies, boards, commissioners, representatives, attorneys, contractors, successors, and assigns, and all persons acting by, through, under, or in concert with them, and each of them, from all known charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, which Archimetric has, or may have had, against the County arising out of or in connection with the Project, the Performance Bond, and the Lawsuit, including but not limited to the Counterclaims.

4. Conditioned upon the effectiveness of the release set forth in Section 2, NAICO releases and fully discharges the County, together with its past, present, and future officers, employees, agents, departments, agencies, boards, commissioners, representatives, attorneys, contractors, successors, and assigns, and all persons acting by, through, under, or in concert with them, and each of them, from all known charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, which NAICO has, or may have had, against the County arising out of or in connection with the Project, the Performance Bond, and the Lawsuit.

5. Nothing herein releases any claims against Archimetric by NAICO, under the Indemnity Agreement or elsewhere, and all such claims are expressly reserved.

6. Within five (5) days of receipt by the County of the Settlement Amount, the Parties agree to the dismissal of the lawsuit with prejudice.

7. No Admission of Fault. The Parties recognize that the execution of this Agreement is not to be construed as an admission of liability by any party, and no past or present liability, breach, or wrongdoing on the part of any party shall be implied by acceptance of any benefit flowing pursuant to the terms of this Agreement or implied from the negotiations leading up to the execution of this Agreement.

8. No waiver. No waiver, modification, or amendment of the terms of this Agreement shall be valid except by a writing signed by the Parties.

9. Sovereign Immunity. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

10. 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.

11. Advice of Counsel. The Parties state that they have carefully read this Agreement, know its contents, and freely and voluntarily agree to all of its terms and conditions. Each party acknowledges that it has been given an opportunity to receive advice from independent legal counsel of its choice. All language in this Agreement shall be construed simply according to its fair meaning and without regard to which of the Parties drafted this Agreement.

12. Severability. Any provision of this Agreement that is found to be prohibited or unenforceable under applicable law shall be ineffective solely to the extent of such prohibition or lack of enforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of any other provision of this Agreement. All releases by Parties shall survive any termination, rescission, or severance of this Agreement.

13. Governing Law. This Agreement shall be governed by the laws and judicial decisions of the State of Georgia, without reference to conflict-of-law principles.

14. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes all oral and written agreements or understandings, if any, between the Parties with respect to the subject matter hereof.

15. Electronic Execution. This Agreement, consistent with the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 et seq., may be executed electronically and in counterparts.

16. Authority. The person executing this Agreement for Archimetric represents and warrants that said person has authority to bind Archimetric to the terms of this Agreement.

17. Effective Date. The Effective Date of this Agreement will be the date upon which it is executed by the County.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

Signatures on the following page(s).

REVIEWED, APPROVED, AND ACCEPTED BY:

_____ _____

NATIONAL AMERICAN INSURANCE COMPANY **Date**

_____

Printed Name/Title

Sworn to and subscribed before
me this _____ day of _____, 202_.

NOTARY PUBLIC _____

My Commission Expires: _____

REVIEWED, APPROVED, AND ACCEPTED BY:

_____ _____

ARCHIMETRIC DESIGN & CONSTRUCTION, INC. **Date**

_____

Printed Name/Title

Sworn to and subscribed before
me this _____ day of _____, 202_.

NOTARY PUBLIC _____

My Commission Expires: _____

REVIEWED, APPROVED, AND ACCEPTED BY:

_____ _____

GWINNETT COUNTY, GEORGIA **Date**

Nicole L. Hendrickson, Chairwoman
Board of Commissioners, Gwinnett
County, Georgia
_____
Printed Name/Title

Attest: _____
County Clerk/Deputy Clerk

Sworn to and subscribed before
me this _____ day of _____, 202_.

NOTARY PUBLIC _____

My Commission Expires: _____

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260855	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Parks and Recreation			Date Submitted:	06/24/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – JS			Multiple Depts?	No
Agenda Type	Award				

Item of Business: Locked by Purchasing: No

BL075-26, Gwinnett County Aquatic Center pool renovations, to Smith Aquatics, Inc., amount not to exceed $318,649.76.

Attachments	Summary Sheet, Justification Letter, Tabulation
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	Award
BAC Action:	
Department Head	cnminor (6/24/2026)
Attorney	abcauthen (7/6/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Recreation	*	$318,650	brainey (7/6/2026)

Finance Comments	*The current balance in R&M - Industrial Repair is checked as services are provided. For FY2026, $318,650 is allocated.	FinDir's Initials: raroyal (7/6/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – BL075-26 Gwinnett County Aquatic Center Pool Renovations	
PURPOSE:	This contract provides for replacing existing water lines and surrounding tile and prepare pool shell for plaster at County aquatic centers.
LOCATION:	Dacula Park Rhodes Jordan Park
AMOUNT TO BE SPENT:	$318,649.76
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:	466 95 website viewings
NUMBER OF RESPONSES:	3
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) **IF YES, NUMBER OF FIRMS REPRESENTED:**	Yes 4
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 October 17, 2026.

COMMENTS:

GWINNETT COUNTY
PARKS AND RECREATION DEPARTMENT
446 West Crogan Street | Lawrenceville, GA 30046
770.822.8840
GwinnettParks.com
Chris Minor, Director

MEMORANDUM

TO: Jake Scarpone
Purchasing Associate III

THROUGH: Chris Minor
Director of Parks and Recreation

FROM: Summer Hamood
Program Coordinator

SUBJECT: Recommendation to Award: BL075-26, Gwinnett County Aquatic Center Pool Renovations

DATE: June 8, 2026

REQUESTED ACTION

The Department of Parks and Recreation recommends award of the above referenced contract to Smith Aquatics, Inc.

DESCRIPTION

This contract provides for replacing existing water lines and surrounding tile and prepare pool shell for plaster at county aquatic centers.

References checked? Yes X No _____

FINANCIAL

1. Estimated amount to be spent: $318,649.76
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. Grant Funded: ____No __X__
6. SPLOST Funded: Yes ____No __X__
7. Contact name: Summer Hamood__ Contact phone:770-822-8856

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260869	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Parks and Recreation			Date Submitted:	06/24/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – JS			Multiple Depts?	No
Agenda Type	Award				

Item of Business: Locked by Purchasing: No

BL083-26, Harbins Park multipurpose field turf replacement, to Sports Turf Company, Inc., amount not to exceed $838,000.00. This contract is funded by the 2023 SPLOST Program.

Attachments	Summary Sheet, Justification Letter, Tabulation
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	Award
BAC Action:	
Department Head	cnminor (6/25/2026)
Attorney	abcauthen (7/6/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2023 SPLOST	*	$838,000	brainey (7/6/2026)

Finance Comments	*Amount available in Asset Management project. Adjust budget to align with approval of this award.	FinDir's Initials
		raroyal (7/6/2026)

☑ Budget Adjust ☑ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – BL083-26 Harbins Park Multipurpose Field Turf Replacement	
PURPOSE:	This contract provides for the demolition of the existing turf, installation of new synthetic turf and infill, and a new football/soccer goal system.
LOCATION:	Harbins Park
AMOUNT TO BE SPENT:	$838,000.00
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:	1,387 16 plan holders 83 website viewings
NUMBER OF RESPONSES:	5
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:	From the issuance of Notice to Proceed through January 29, 2027.

COMMENTS:

GWINNETT COUNTY
PARKS AND RECREATION DEPARTMENT
446 West Crogan Street | Lawrenceville, GA 30046
770.822.8840
GwinnettParks.com
Chris Minor, Director

MEMORANDUM

TO: Jake Scarpone
Purchasing Associate III

THROUGH: Chris Minor
Director of Parks and Recreation

FROM: Summer Hamood
Program Coordinator

SUBJECT: Recommendation to Award: BL083-26 Harbins Park Multipurpose Field Turf Replacement

DATE: June 17, 2026

REQUESTED ACTION

The Department of Parks and Recreation recommends award of the above referenced contract to Sports Turf Company, Inc. in the amount of $838,000.00.

DESCRIPTION

This contract provides for the demolition of existing synthetic turf, installation of new synthetic turf and infill, and new football/soccer goal system.

References checked? Yes X No _____

FINANCIAL

1. Estimated amount to be spent: $838,000.00
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. Grant Funded: ____No __X
6. SPLOST Funded: Yes _X__No ____
7. Contact name: Summer Hamood__ Contact phone: 770-822-8856

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260762	20251047

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Parks and Recreation			Date Submitted:	06/05/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing - Brandi Cantie - CB			Multiple Depts?	No
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to increase RP026-23, provision of on-demand fabrication and installation of Gwinnett trails signage on an annual contract, with Waybaytay Holdings, Inc. dba Signs Etc., increasing the contract by $248,544.10. The contract amount is adjusted from $200,798.09 to $449,342.19. This contract is funded by the 2023 SPLOST Program.

Attachments	Summary Sheet, Justification Letter
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Approval
BAC Action:	
Department Head	cnminor (6/23/2026)
Attorney	abcauthen (7/6/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	2023 SPLOST	*	$248,544	brainey (7/6/2026)

Finance Comments	FinDir's Initials
*Upon approval, transfer appropriations from McDaniel Farm Connector Greenway project to Gwinnett Trail Program project. For FY2026, $248,544 is allocated.	raroyal (7/6/2026)

☑ Budget Adjust ☑ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – RP026-23 Provision of On-Demand Fabrication and Installation of Gwinnett Trails Signage on an Annual Contract	
PURPOSE:	This contract provides for procurement of all labor, material, and equipment to complete the construction drawings, fabrication and installation of signs on an on-demand basis.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$248,544.10
PREVIOUS CONTRACT AWARD AMOUNT:	$200,798.09
AMOUNT SPENT PREVIOUS CONTRACT:	$169,448.76*
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:	December 13, 2025 through December 12, 2026

COMMENTS: *This is the amount spent from December 13, 2025 to June 1, 2026.

GWINNETT COUNTY
PARKS AND RECREATION DEPARTMENT
446 West Crogan Street | Lawrenceville, GA 30046
770.822.8840
GwinnettParks.com
Chris Minor, Director

MEMORANDUM

TO: Casey Beauston
Purchasing Associate III

THROUGH: Chris Minor
Director of Parks and Recreation

FROM: Summer Hamood
Program Coordinator

SUBJECT: Approval to Increase: RP026-23, Provision of On-Demand Fabrication and Installation of Gwinnett Trails Signage on an Annual Contract

DATE: June 1, 2026

REQUESTED ACTION

The Department of Parks and Recreation recommends approval to increase the above-referenced contract with Waybaytay Holdings, Inc. dba Signs Etc., from the amount of $200,798.09 to the amount of $449,342.19.

DESCRIPTION

This contract provides for all labor, material, and equipment to complete the construction drawings, fabrication signs, and installation of signs in the Fabrication and Installation of Gwinnett Trails Wayfinding and Signage on an on-demand basis.

FINANCIAL

1. Estimated amount to be spent: $248,544.10
2. Amount spent to date on current contract period: $169,448.76
3. Do total obligations agree with "Action Requested"? Yes __X__ No ___
4. Budgeted: Yes ___ No __X__ N/A ___
5. Grant Funded: Yes ____ No __X__
6. SPLOST Funded: Yes __X__ No__
7. Contact name: Summer Hamood__ Contact phone: 770-822-8856

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260888	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Police Services			Date Submitted:	06/25/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing - Brandi Cantie - CW			Multiple Depts?	No
Agenda Type	Award				

Item of Business: Locked by Purchasing: No

SS022-26, purchase of Skydio Drone as First Responder on a multi-year contract, to Axon Enterprise, Inc. The initial term of this contract shall be August 15, 2026 through December 31, 2026, amount not to exceed $272,000.00. This contract may be automatically renewed on an annual basis through December 31, 2027, total amount not to exceed $334,494.26.

Attachments	Summary Sheet, Justification Letter, Justification Support
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	Award
BAC Action:	
Department Head	jdmcclure (7/2/2026)
Attorney	mcintron (7/8/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Police Services	*	$334,494	brainey (7/8/2026)

Finance Comments	FinDir's Initials
*The current balance in Technical - License Support Agreements is checked as items are purchased. For FY2026, $272,000 is allocated. For FY2027, $62,494 is subject to budget approval.	raroyal (7/8/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – SS022-26 Purchase of Skydio Drone as First Responder on a Multi-Year Contract	
PURPOSE:	Purchase of Skydio Drone as First Responder for the Department of Police Services
LOCATION:	Department of Police Services
AMOUNT TO BE SPENT:	$272,000.00 (initial term) $334,494.26 (full contract term)
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:	Initial Term: August 15, 2026 through December 31, 2026 Full Term: August 15, 2026 through December 31, 2027

COMMENTS: *This is a new contract.

GWINNETT COUNTY
POLICE DEPARTMENT

770 Hi-Hope Road | Lawrenceville, GA 30043
P.O. Box 602 | Lawrenceville, GA 30046-0602
770.513.5000
GwinnettCounty.com | GwinnettPolice.com

MEMORANDUM

TO: Chelsey Ward, CPPB
Purchasing Associate III

THROUGH: J.D. McClure, Chief of Police
Department of Police Services

FROM: Felicia Kemp
Financial Supervisor

SUBJECT: Recommendation to Award SS022-26 Purchase of Skydio Drone as First Responder on a Multi-Year Contract

DATE: June 30, 2026

REQUESTED ACTION

The Department of Police Services recommends award of the above referenced contract to Axon Enterprise, Inc. in the amount of $334,494.26.

DESCRIPTION

This is a one-time purchase of Drone as First Responder (DFR) technology. Two drones will be operated by the Situational Awareness and Crime Response Center, in support of law enforcement and other emergencies. Skydio is the only drone program that directly integrates into the FUSUS video platform. The technology also overlays with Axon body worn cameras, thus allowing flight operators to visually observe and/or locate officers during flight.

FINANCIAL

1. Estimated amount to be spent: $272,000.00 (initial term)
   $334,494.26 (full contract term)
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 ___ N/A ___
5. Grant Funded: Yes ___ No X
6. SPLOST Funded: Yes ___ No X
7. Contact name: Tina Dones Contact phone: 770-513-5064

Gwinnett

GWINNETT COUNTY
FINANCIAL SERVICES | PURCHASING

SOLE SOURCE APPROVAL FORM

About this form: Sole Source procurement may be used to purchase goods/services from a single source, when only one vendor possesses the unique and singularly available capability to meet the requirement, with pre-approval from the Purchasing Division through a Sole Source Approval Form. Return the completed form and supporting documentation to the Purchasing Division for consideration. Refer to Purchasing Ordinance Part 3, Section VI for more information. If an agenda request is required, the Purchasing Division will prepare the agenda request.

Requesting Department: Police Services
(Note: if requesting for multiple departments, please type them in the field above)

Purchasing Associate: Chelsey Ward 5/1/26

5/7/26

Description of proposed procurement:

Skydio Brand Drones through Axon, including related accessories, replacement parts, Skydio DFR Command, and any/or other rquired hardware and software related to DFR operations

Reason for sole source request:

In the 2026 budget, the BOC approved the drone as first responder (DFR) program for the SACRC. This involves flying drones remotely rather than having an operator physically with the drone as current operations require. The SACRC and GCPD utilize Axon products as part of daily operations, to include the Fusus video platform, Axon body cameras, and Evidence.com. Skydio is the only drone platform that directly integrates into the Fusus video platform that can also overlay with the Axon body camera locations within the flight software. This allows for flight operations to visually observe body camera / officer locations within the flight operational interface. Skydio also directly links to Axon's evidence.com platform, which is utilized by Police Services to manage digital evidence. Skydio is an American drone company that is compliant with the American Security Drone Act of 2023, which allows Skydio drones to be purchased with Federal grant funds and is FCC compliant. Purchasing the Skydio drones through Axon directly allows for the drones to fall under the county Axon agreement and the drone video will fall under the Axon agreement. Purchasing directly from Skydio will require the purchase of a video connect to feed the drone video into Axon.

Sole Source Provider: Skydio, Inc. through Axon Enterprises, Inc. **To be competitively procured?** ☐ Yes ☑ No

Additional costs/savings: Skydio works with current Axon operational software which requires less software procurement.

Benefits to the County: Works with the Police Services current software and video platforms requiring less training of personnel to become operational.

Anticipated annual expenditure: Year 1: $272,000 Year 2: $71,679.34

Requested validity period: 5 Years **Submitted by**: Lt. S. Bailey **Date**: 04/27/26

Department Director Approval: J.D. McClure 530 **Date approved**: 04/29/26

Required Attachments: Unexpired quote; sole source letter from sole source provider; other supporting documentation

PURCHASING DIVISION USE ONLY BELOW THIS LINE

Purchasing Director Approval: Holly Cafferata **Date approved**: 5/11/26 **Expiration date**: 5/11/31

Anticipated agenda date if Board of Commissioners approval is required: 6/16/26

Is an SRM Contract Required? ☑ Yes ☐ No

Q-802706-46197SF

Issued: 06/24/2026

Quote Expiration: 09/01/2026

Estimated Contract Start Date: 08/15/2026

Account Number: 114137

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Gwinnett County Police Dept 800 Hi Hope Rd Lawrenceville, GA 30043-4543 USA	Gwinnett County Police Dept. - GA 770 Hi Hope Rd Lawrenceville GA 30043-4540 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jeff Goolsby Phone: +1 4808610624 Email: jgoolsby@axon.com Fax:	Seth Bailey Phone: (678) 427-7103 Email: seth.bailey@gwinnettcounty.com Fax:

Quote Summary

Program Length	17 Months
TOTAL COST	$334,494.26
ESTIMATED TOTAL W/ TAX	$334,494.26

Discount Summary

Average Savings Per Year	$8,676.34
TOTAL SAVINGS	$12,291.48

Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	$272,000.00	$0.00	$272,000.00
Jan 2027	$62,494.26	$0.00	$62,494.26
Total	**$334,494.26**	**$0.00**	**$334,494.26**

Quote Unbundled Price:	**$346,785.74**
Quote List Price:	**$346,785.74**
Quote Subtotal:	**$334,494.26**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	2	1		$28,268.00	$28,268.00	$56,536.00	$0.00	$56,536.00
101736	AXON AIR - SKYDIO X10 DOCK HW KIT	2	1		$57,744.00	$57,744.00	$115,488.00	$0.00	$115,488.00
A la Carte Software									
102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	2	17		$35.49	$0.00	$0.00	$0.00	$0.00
102639	AXON AIR - SKYDIO CONNECT FUSION+ FOR X10	2	17		$80.66	$80.66	$2,742.44	$0.00	$2,742.44
101199	AXON AIR - SKYDIO DFR COMMAND	2	17		$830.00	$830.00	$28,220.00	$0.00	$28,220.00
A la Carte Services									
102526	PSO 1-Day Onsite	1	1		$8,000.00	$0.00	$0.00	$0.00	$0.00
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	1		$2,500.00	$0.00	$0.00	$0.00	$0.00
102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	2	17		$131.07	$129.39	$4,399.38	$0.00	$4,399.38
101513	AXON AIR - SKYDIO - DOCK INSTRUCTOR TRAINING	1	1		$5,000.00	$5,000.00	$5,000.00	$0.00	$5,000.00
101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	1		$35,250.00	$35,250.00	$35,250.00	$0.00	$35,250.00
102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	2	17		$1,209.89	$1,194.37	$40,608.44	$0.00	$40,608.44
101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	1		$46,250.00	$46,250.00	$46,250.00	$0.00	$46,250.00
Total							**$334,494.26**	**$0.00**	**$334,494.26**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101736	AXON AIR - SKYDIO X10 DOCK HW KIT	2	1	07/15/2026
A la Carte	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	2	1	12/15/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101199	AXON AIR - SKYDIO DFR COMMAND	2	08/15/2026	01/14/2028
A la Carte	102639	AXON AIR - SKYDIO CONNECT FUSION+ FOR X10	2	08/15/2026	01/14/2028
A la Carte	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	2	08/15/2026	01/14/2028

Services

Bundle	Item	Description	QTY
A la Carte	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1
A la Carte	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1
A la Carte	101513	AXON AIR - SKYDIO - DOCK INSTRUCTOR TRAINING	1
A la Carte	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	2
A la Carte	102526	PSO 1-Day Onsite	1
A la Carte	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	2
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	800 Hi Hope Rd	Lawrenceville	GA	30043-4543	USA

Payment Details

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Co-Term to Year 4	101199	AXON AIR - SKYDIO DFR COMMAND	2	$22,947.60	$0.00	$22,947.60
Co-Term to Year 4	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	$28,664.17	$0.00	$28,664.17
Co-Term to Year 4	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	$37,609.02	$0.00	$37,609.02
Co-Term to Year 4	101513	AXON AIR - SKYDIO - DOCK INSTRUCTOR TRAINING	1	$4,065.84	$0.00	$4,065.84
Co-Term to Year 4	101736	AXON AIR - SKYDIO X10 DOCK HW KIT	2	$93,911.14	$0.00	$93,911.14
Co-Term to Year 4	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	2	$45,973.26	$0.00	$45,973.26
Co-Term to Year 4	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	2	$33,021.48	$0.00	$33,021.48
Co-Term to Year 4	102526	PSO 1-Day Onsite	1	$0.00	$0.00	$0.00
Co-Term to Year 4	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	2	$3,577.43	$0.00	$3,577.43
Co-Term to Year 4	102639	AXON AIR - SKYDIO CONNECT FUSION+ FOR X10	2	$2,230.06	$0.00	$2,230.06
Co-Term to Year 4	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	2	$0.00	$0.00	$0.00
Co-Term to Year 4	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$0.00	$0.00	$0.00
Total				**$272,000.00**	**$0.00**	**$272,000.00**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101199	AXON AIR - SKYDIO DFR COMMAND	2	$5,272.40	$0.00	$5,272.40
Year 5	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	$6,585.83	$0.00	$6,585.83
Year 5	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	$8,640.98	$0.00	$8,640.98
Year 5	101513	AXON AIR - SKYDIO - DOCK INSTRUCTOR TRAINING	1	$934.16	$0.00	$934.16
Year 5	101736	AXON AIR - SKYDIO X10 DOCK HW KIT	2	$21,576.86	$0.00	$21,576.86
Year 5	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	2	$10,562.74	$0.00	$10,562.74
Year 5	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	2	$7,586.96	$0.00	$7,586.96
Year 5	102526	PSO 1-Day Onsite	1	$0.00	$0.00	$0.00
Year 5	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	2	$821.95	$0.00	$821.95
Year 5	102639	AXON AIR - SKYDIO CONNECT FUSION+ FOR X10	2	$512.38	$0.00	$512.38
Year 5	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	2	$0.00	$0.00	$0.00
Year 5	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$0.00	$0.00	$0.00
Total				**$62,494.26**	**$0.00**	**$62,494.26**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Axon and Agency are parties to a Master Services and Purchasing Agreement, GCID #20221135, dated November 12, 2022 (the "Agreement").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:
1. The attached documents are hereby incorporated into the Agreement:
a. Quote Q-802706-46197SF

2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

6/24/2026

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260781	

☑ Grants ☐ Public Hearing ☐ Renewals

Department:	Police Services			Date Submitted:	06/08/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	abouch			Multiple Depts?	No
Agenda Type	Approval/authorization				

Item of Business: Locked by Purchasing: No

for the Chairwoman, or designee, to execute a Memorandum of Understanding, and any other necessary documents, with the Atlanta Regional Commission (ARC) through the Urban Area Security Initiative (UASI) related to acceptance of grant funds for Law Enforcement Operations capabilities, for a value not to exceed $132,750.00. No County match is required.

Attachments	Justification Letter, Action List, Justification Support
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	
BAC Action:	
Department Head	jdmcclure (6/15/2026)
Attorney	mcintron (7/8/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	brainey (7/8/2026)

Finance Comments	FinDir's Initials
*No budget impact.	raroyal (7/6/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

GWINNETT COUNTY
POLICE DEPARTMENT

770 Hi-Hope Road | Lawrenceville, GA 30043
P.O. Box 602 | Lawrenceville, GA 30046-0602
770.513.5000
www.gwinnettcounty.com | www.gwinnettpolice.com

MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: J.D. McClure
Chief of Police

FROM: Felicia Kemp
Financial Supervisor

SUBJECT: GY2024 UASI Program Memorandum of Understanding

DATE: June 08, 2026

ITEM OF BUSINESS

The Department of Police Services recommends approval and authorization for the Chairwoman, or designee, to execute a Memorandum of Understanding, and any other necessary documents, with the Atlanta Regional Commission (ARC) through the Urban Area Security Initiative (UASI) related to acceptance of grant funds for Law Enforcement Operations capabilities, for a value not to exceed $132,750.00. No County match is required.

BACKGROUND AND DISCUSSION

The UASI Program was organized to implement projects designed to prevent, protect, respond, and recover from threats or acts of terrorism. UASI has received grant funding to further these efforts, to support the purchase including the Axon Fusus Enterprise package for the Gwinnett County Police Department.

ACTION REQUESTED – ATLANTA REGIONAL COMMISSION (ARC) FUNDING OF THE ATLANTA URBAN AREA SECURITY INITIATIVE (UASI)
FOR APPROVAL BY THE BOARD OF COMMISSIONERS
July 14, 2026 (GCID 20260781)

1. Acceptance of grant awards from the **Atlanta Regional Commission (ARC) through the Atlanta Urban Security Initiative (UASI)**; 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 **ARC/UASI** 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 **ARC/UASI** municipalities, nonprofit agencies, County agencies, federal and state agencies, sub recipient, program participants and financial institutions, etc. for project implementation, as specified by the **ARC/UASI** 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 **ARC/UASI** 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 **ARC/UASI** staff to procure goods and services on behalf of Gwinnett County.

6. Authorization for Chairwoman to appoint and designate the Director of Financial Services to serve as the "Official Representative" of Gwinnett County with the **ARC/UASI**.

7. The County Administrator is authorized to review the final grant agreement and decline the **ARC/UASI** grant if the terms are deemed unacceptable or infeasible, and to direct other Gwinnett County staff to carry out any actions necessary to decline the grant as determined.

June 3, 2026

James McClure, Police Chief
Gwinnett County Emergency Management Agency
75 Langley Drive
Lawrenceville, GA 30046

Dear Chief McClure,

We are pleased to inform you that your department has been awarded funds from the Urban Area Security Initiative (UASI) Program in the amount not to exceed **$132,750.00** for sustaining the following program areas:

- Law Enforcement Operations Program for GY2024 valued at an estimated $132,750.00

Please sign page 8, complete and sign page 9 (Exhibit C) electronically, have the appropriate officials execute page 8, and return electronic copies to us via email at fjackson@atlantaregional.org. Note that these funds are subject to the execution of the appropriate documents and the reporting requirements.

Thank you for your commitment and support of this program. Should you have any questions, please contact me at 404-734-4296 or bcoxton@atlantaregional.org.

Sincerely,

Bernard Coxton
Atlanta UASI, Program Administrator

Memorandum of Understanding
between
Atlanta Regional Commission
and
Gwinnett County

THIS AGREEMENT, made and entered into as of the **1st day of October 2025**, by and between Atlanta Regional Commission, an instrumentality created and existing under the laws of the state of Georgia with a principal place of business located at 229 Peachtree Street Ste 100, Atlanta, Georgia 30303, hereinafter referred to as "ARC" and Gwinnett County, a political subdivision of the state of Georgia (hereinafter referred to as the "Recipient") with a principal place of business located at 75 Langley Drive, Lawrenceville, GA 30046.

WITNESSETH:

WHEREAS, Atlanta Urban Area Security Initiative ("UASI") has been the urban area security initiative agency for the metropolitan Atlanta area as established by the United States Department of Homeland Security ("DHS") and Georgia Emergency Management and Homeland Security Agency ("GEMHSA"); and

WHEREAS, UASI was organized to implement programs designed to prevent, protect, respond and recover from threats of or acts of terrorism; and

WHEREAS, since 2002, DHS has developed numerous programs and grants in furtherance of the foregoing purpose; and

WHEREAS, UASI has received grant funding from Grant Year 2024 (GY24), Homeland Security Grant Programs ("HSGP") administered by DHS to GEMHSA on behalf of the State of Georgia, in accordance with the Consolidated Appropriations Act of 2008 (Public Law 110-161); and

WHEREAS, UASI is now a department within ARC known as Homeland Security and Emergency Preparedness ("HSEP"); and

WHEREAS, Recipient has requested not to exceed **$132,750.00** from GY24 funds for enhancement of Law Enforcement capabilities; and

WHEREAS, ARC has agreed to award such grant funds to Recipient in furtherance of same.

NOW, THEREFORE, for and in consideration of the premises, the parties, intending to be legally bound, do hereby agree as follows:

1. **Exhibits**. The following exhibits are attached or attainable via the Internet and made a part of this Agreement, and the parties agree to be bound by the applicable provisions of same:

   Exhibit A. United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of

Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at:
http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf

Exhibit B. United States Department of Homeland Security (DHS), Fiscal Years 2024, Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:
www.fema.gov/grants/preparedness/homeland-security/fy-24-nofo

Exhibit C. NIMS Compliance Form (attached).

Exhibit D. Approved Detailed Project Description/Cost (attached).

Exhibit E. 2024 Recipient-Subrecipient Agreement by and between GEMA and ARC dated October 1, 2024 (a copy of which is available for inspection at ARC's office).

Exhibit F. Standard Assurances Standard Form 4248 (non-Construction) or Standard Form 424 U (Construction), as applicable.

Exhibit G. Certification Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; and Drug-Free Workplace Requirements. OJP Form 4061/6 (a copy of which is available for inspection at UASI's office).

Exhibit H. Agreement between ARC and consultant, Axon Enterprises dated October 1, 2025 (attached). Recipient acknowledges and accepts the terms and conditions of said Agreement, as applicable to Recipient, by signature to this Memorandum of Understanding.

2. **Project Scope.** The project (the "Project") which is the subject matter of this Agreement is described in Exhibit D, attached hereto and made a part hereof. The Recipient shall carry out and perform such activities as described in Exhibit D, in a satisfactory and proper manner. Recipient acknowledges that the goods and/or services described in Exhibit D shall be used not only for the benefit of Recipient, but also in furtherance of the regional goals of the UASI program. Recipient agrees to coordinate as necessary or desirable with other jurisdictions which are a part of the regional system to ensure maximum benefit to the region as a whole. Recipient shall be responsible for the use and maintenance of any equipment or tangible goods received by it in connection with the Project. Recipient further acknowledges that the funding provided hereunder is intended to provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for

the Atlanta metropolitan area. Should Recipient become incapable of utilizing any goods or equipment provided hereunder, then Recipient agrees to make same available to another local jurisdiction at ARC's direction. Recipient's failure to either utilize any goods or equipment provided hereunder, or to make same available to another local jurisdiction, may result in a loss of funding and/or equipment to Recipient. Recipient shall be solely responsible for all goods and equipment obtained hereunder, including, where applicable, maintenance, replacement, training and insurance. By its acceptance of the goods or equipment provided hereunder, Recipient covenants and agrees to actively participate in any regional exercises which contemplate or require the use of such goods or equipment.

3. **Cost.** All costs associated with the Project shall be paid by ARC in accordance with the terms and conditions set forth in Exhibit D, attached hereto and made a part hereof. Recipient acknowledges that the cost of the Project as shown in Exhibit D may be an approximation of the total cost of the Project but may not necessarily reflect the final actual cost of same. At the conclusion of the Project, ARC shall provide Recipient with an appropriate document which accurately reflects the actual retail value of all equipment and/or services provided to Recipient associated with the Project. In addition to the terms and conditions expressed in Paragraph 2 hereinabove, Recipient agrees that should all or any portion of the grant funds used for or in connection with the project described herein subsequently be disallowed for any reason by DHS, GEMA or any other concerned funding agency (whether by virtue of audit or otherwise), then, in that event, upon demand, Recipient either shall return the equipment purchased with such disallowed funds in good condition (allowing for reasonable wear and tear) or reimburse ARC in cash for the fair market value of such equipment (or services).

4. **Compliance with Grant Contract.** Recipient agrees to be bound by all of the applicable terms and conditions of the Grant Contract (Exhibit E) including, but not limited to, the provisions regarding Exhibits, Reimbursement and Reporting Requirements "Audits (specifically including 2 CFR Part 200, Subpart F)" Financial Regulations and Guides, National Initiatives, and Special Conditions.

5. **Compliance with Laws and Regulations.** Each party hereto agrees to comply with all applicable local, state and federal laws and regulations. Each party hereto further agrees to comply with the requirements of O.C.G.A. §13-10-90 et seq., and Georgia Department of Labor Rules 300-10-1-.02 et seq. to verify a contractor's or subcontractor's new employee's work eligibility through a federal work authorization program. Further, the parties agree to comply with the regulations, policies, guidelines and requirements set forth in OMB Circulars A-87 and A-133, as appropriate.

6. **Procedures for Handling Critical Infrastructure Information ("PHCII").** Recipient recognizes that during the term of this Agreement, Recipient will or may have access to, handle, use, or store critical infrastructure information ("CII") that enjoys protection under the Critical Infrastructure Information Act of 2002 ("CII Act"). Consequently, Recipient covenants and agrees to comply with the regulations promulgated by the Secretary, Department of Homeland Security, pursuant to the CII Act regarding the Procedures for Handling Critical Infrastructure Information ("PHCII") (6 CFR Part 29), as may be amended from time to time, as well as with all relevant requirements of the PCII Program (as defined in the regulations). All persons granted access to Protected Critical Infrastructure Information ("PCII") are

responsible for safeguarding such information in their possession or control. PCII shall be protected at all times by appropriate storage and handling. Recipient shall not remove any "PCII" markings from any information. Each person who works with PCII is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it. The unauthorized release of PCII may result in criminal and/or administrative penalties. Recipient hereby acknowledges that its failure to comply with the above-referenced regulations and the PCII Program will constitute a material breach of the terms of this Agreement.

7. **Inventory.** Recipient acknowledges that grant funded equipment will be transferred to and owned by the recipient upon payment by ARC. Recipient understands that ARC shall have no responsibility for the maintenance or upkeep of transferred equipment but must be granted access to review equipment upon request. ARC shall monitor Recipient to ensure that equipment is properly held and maintained. Recipient shall maintain an inventory of all grant funded equipment and provide a copy to ARC. The Recipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. ARC must be given a written disposition plan for any equipment that has a value of $5,000 or more at the end of its useful life.

8. **Nondisclosure of Confidential Information**. In the furtherance of this Agreement, it may be necessary or desirable for ARC to disclose to Recipient certain confidential information, including, without limitation, writings, drawings, computer software, documentation and hardware, and ARC wishes to prohibit the unauthorized use and disclosure of same by the Recipient. The parties acknowledge all documents and information communicated or provided to the County are subject to the Georgia Open Records Act (the "ACT"). Subject to the Act, for the purpose of this Agreement, "Confidential Information" shall mean all information marked "Confidential" and received by Recipient from ARC, unless otherwise explicitly marked or designated. Recipient acknowledges that the Confidential Information is and shall remain the sole and exclusive property of ARC and that ARC has the exclusive right, title and interest to such Confidential Information. No right or license, by implication or otherwise, is granted by ARC as a result of this Agreement or as a result of any disclosure of Confidential Information. Information initially furnished verbally or visually and identified beforehand as confidential at the time of disclosure shall be reduced to writing and confirmed as Confidential Information in written statement that fully identifies the material considered confidential within fifteen (15) business days after its initial disclosure. During that fifteen (15) business day period, the latter information shall be protected, but failure so to identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve Recipient of all obligations of protection with respect to said disclosed information thereafter.
Recipient shall maintain all Confidential Information in confidence and shall not disclose same to any third party. In protecting such information from disclosure, Recipient shall use at least the same degree of care as it normally uses in the protection of its own confidential and proprietary information of like kinds. Recipient further agrees that it will not (i) use any Confidential Information received except for the purposes contemplated by this Agreement, (ii) disclose same to persons in its organization without a "need to know", or (iii) make unnecessary copies of same. Upon discovery of an unauthorized, inadvertent or accidental disclosure, Recipient shall promptly notify ARC of such disclosure and shall take all reasonable steps to retrieve the disclosure and prevent further such disclosures.

The restrictions herein shall not apply with respect to Confidential Information which:

Is or becomes known to the general public without breach of this Agreement; or

Was previously known to the Recipient or was possessed by it without restriction prior to any disclosure hereunder; or
Is or has been lawfully disclosed to Recipient by a third party without an obligation of confidentiality; or

Is disclosed pursuant to judicial action or government regulations.

Recipient shall not disclose any Confidential Information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to Export Administration Regulations of the U.S. Department of Commerce and U.S. Department of State. This obligation shall survive any termination or expiration of this Agreement, and shall be independent of any other obligations, any limitations thereon, and any exceptions thereto, which may be stated elsewhere in this Agreement.

9. **Notice**. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the other party at the following address or such other address as may be given in writing to the other party:

a. ARC:
Bernard Coxton, Director
Homeland Security and Emergency Preparedness
Atlanta Regional Commission
229 Peachtree Street NE Suite 100
Atlanta, GA 30303
Office: 404-734-4296
bcoxton@atlantaregional.org

b. Recipient:
James D. McClure, Police Chief
Gwinnett County Police Department
75 Langley Drive
Lawrenceville, GA 30046
Office: 770-513-5000
james.Mcclure@gwinnettcounty.com

Notices are effective upon receipt by a party.

10. **Termination**:

a. **Convenience.** This Agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least ninety (90) days prior to the effective date of cancellation or termination.

b. **Non-Availability of Funding.** Notwithstanding any other provision of this Agreement, in the event that the source of funding for reimbursement under this Agreement (appropriations from the Congress of the United States of America) no longer exists or in the event the sum of all obligations of ARC incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this Agreement shall immediately terminate

without further obligation of ARC as of that moment. The certification by the Director of GEMA of the occurrence of such event shall be conclusive.

11. **Amendment.** This Agreement shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this Agreement was executed.

12. **Assignment**. Neither party shall assign this Agreement without the prior written consent of the other party hereto. Each party binds itself, its successors, and permitted assigns to all covenants, agreements and obligations contained herein.

13. **Legal Responsibility**. Each party to this Agreement will bear the risk of its own actions. To the extent permitted by law, each party will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its officials, employees, or agents in carrying out the terms and conditions of this Agreement.

14. **Disputes**. Any claim, controversy or dispute which cannot be resolved by the parties, related directly or indirectly to this Agreement, shall be resolved by a court of competent jurisdiction. Each party agrees in good faith to participate in a mediation process if requested by the other party with all costs of mediation to be borne equally between the parties.

15. **No Third Party Beneficiary**. Nothing herein expressed or implied is intended to confer on any person, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. **Mutual Negotiations**. The parties hereto have negotiated this Agreement with the assistance of legal counsel, and therefore, its terms shall be enforced equally between the parties, and there shall be no construction more favorable to either party.

17. **No Waiver**. Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

18. **Entire Agreement**. The parties acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement, including all Exhibits and Attachments, contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter.

19. **Effective Date**. The parties acknowledge that if each has received benefit from the other during any period in which no active agreement existed, then all actions and payments made during any such period are hereby ratified by both parties.

20. **Time of the Essence**. Recipient acknowledges that time is of the essence for its obligations under this Agreement.

21. **Severability**. Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

22. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Georgia.

23. **Force Majeure**. If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

24. **Paragraph Headings**. The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

25. **Counterparts**. This agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

26. **Authority to Execute This Agreement**. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute this Agreement.

27. **Time of Performance.** Work and services shall be undertaken and pursued in such sequence as to ensure their expeditious completion and as may be required in Exhibit D. All work and services required hereunder shall be completed on or before May 31, 2027, other such modified performance end date as may be prescribed by the Department of Homeland Security, Grant Agreement Number EMW-2024-SS-05208.

[REMAINDER INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW]

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

Atlanta Regional Commission

By: _____ Date: 6/3/26
Title: Director, Bernard Coxton, Homeland Security and Emergency Preparedness

By: _____ Date: _____
Title: Executive Director, Anna Roach, Atlanta Regional Commission

By: _____ Date: _____
Title: Chairman, Andre Dickens, Atlanta Regional Commission

Gwinnett County

By: _____ Date: _____
Title: Chairwoman, Nicole L. Hendrickson, Gwinnett County Board of Commissioners

By: _____ Date: _____
Title: County Clerk

Approved as to Substance

By: J. D McClure30 Date: 06/11/26
Title: Police Chief, James D. McClure, Gwinnett County Police Department

Exhibit C

NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefiting from funding.

In federal Fiscal Year 2008, state agencies, tribes, and local governments are considered to be in full NIMSD compliance if they have adopted and/or implemented the FY 2007 compliance activities as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. This document describes the actions that jurisdictions must have taken by September 30, 2008 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: www.fema.gov/nims

- ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements. (NIMSCAST and/or Implementation Plan)
- ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☐ Revise and update local government emergency operations plans (EOPs), standard operating procedures (SOPs), and standard operating guidelines (SOGs) to incorporate NIMS and National Response Framework (NRF) components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.
- ☐ Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO).
- ☐ Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.
  - ☐ Complete IS-700 NIMS: An Introduction
  - ☐ Complete IS-800 NRP: An Introduction
  - ☐ Complete ICS 100 and ICS 200 Training
  - ☐ Complete ICS 300 Training
- ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- ☐ Incorporate corrective actions into preparedness and response plans and procedures.
- ☐ Inventory community response assets to conform to homeland security resource typing standards.
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.
- ☐ Inventory response assets to conform to NIMS National Resource Typing Definitions, as defined by FEMA's Incident Management Systems Integration Division.

Authorized Signature: _____ **Date:** _____ **Agency:** _____

Exhibit D Summary & Project Equipment List GY2024

Gwinnett Police Department GY2024	$132,750.00
GRAND TOTAL	**$132,750.00**

GWINNETT COUNTY POLICE DEPARTMENT				
APPLICANT (AGENCY/DEPARTMENT): Gwinnett County Police Department		Jurisdiction: Gwinnett County		
Contact at Agency: Seth Bailey		Phone Number: 770-513-5461	Email: seth.bailey@gwinnettcounty.com	
Police Equipment List				
Grant Year 2024			GAN NUMBER: EMW-2024-SS-05208	
Project Type: Sustaining Existing Capabilities				
QUOTES				
	EQUIPMENT DESCRIPTION	QUANTITY	QUOTE COST	TOTAL
GY2024	Axon Enterprise Video and Data Collection Renewal Package	1	$ 132,750.00	$ 132,750.00
			2024 GRAND TOTAL:	$ 132,750.00

ARC MOU
102611

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-731720-46057AR

Issued: 02/04/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 10/01/2025

Account Number: 114137

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Gwinnett County Police Dept. - GA 854 Winder Hwy Lawrenceville, GA 30045-5016 USA	Gwinnett County Police Dept. - GA 770 Hi Hope Rd Lawrenceville GA 30043-4540 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jeff Goolsby Phone: +1 4808610624 Email: jgoolsby@axon.com Fax:	Charles Flood Phone: (678) 414-7265 Email: ceflood@dekalbcountyga.gov Fax: (404) 298-8066

Quote Summary

Program Length	24 Months
TOTAL COST	$265,500.00
ESTIMATED TOTAL W/ TAX	$265,500.00

Discount Summary

Average Savings Per Year	$26,700.00
TOTAL SAVINGS	$53,400.00

ARC MOU
102611

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	$132,750.00	$0.00	$132,750.00
Sep 2026	$132,750.00	$0.00	$132,750.00
Total	**$265,500.00**	**$0.00**	**$265,500.00**

Quote Unbundled Price:	**$255.12**
Quote List Price:	**$255.12**
Quote Subtotal:	**$265,500.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	24		$10.63	$11,062.50	$265,500.00	$0.00	$265,500.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	12		$0.00	$0.00	$0.00	$0.00	$0.00
Total							**$265,500.00**	**$0.00**	**$265,500.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	10/01/2025	09/30/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	10/01/2026	09/30/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	854 Winder Hwy	Lawrenceville	GA	30045-5016	USA

Payment Details

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	$0.00	$0.00	$0.00
Year 1	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	$132,750.00	$0.00	$132,750.00
Total				**$132,750.00**	**$0.00**	**$132,750.00**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	$0.00	$0.00	$0.00
Year 2	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	$132,750.00	$0.00	$132,750.00
Total				**$132,750.00**	**$0.00**	**$132,750.00**

Exhibit H

Axon Enterprises Agreement

October 1, 2025

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ARC Contract
102525

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into as of the **1st day of October 2025** (the "Effective Date") by and between **AXON ENTERPRISE, INC.** of Scottsdale, Arizona (hereinafter referred to as the "Consultant" or "Axon") and the **ATLANTA REGIONAL COMMISSION** (hereinafter referred to as "ARC" or "Customer"). ARC and Axon are each a "Party" and collectively, the "Parties".

WITNESSETH THAT:

WHEREAS, ARC desires to engage Consultant to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Homeland Security ("DHS") through the Georgia Emergency Management Agency and Homeland Security Agency ("GEMA/HS"), (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as the "Concerned Funding Agencies"); and

WHEREAS, Consultant desires to render such services in connection with the Project.

NOW THEREFORE, for and in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of Consultant. ARC hereby agrees to engage Consultant and Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.

2. Scope of Services. Consultant shall do, perform and carry out in a satisfactory and proper manner, the work and services described in Attachment A, Scope of Services, which includes all respective Quotes (as defined hereunder in Attachment C), attached hereto and made a part hereof. Additional services outside of this Agreement will be considered out of scope. Scope changes shall be considered Amendments to this Agreement and will be pursued in accordance with Paragraph 8 hereunder.

3. Term. The services of Consultant are to commence upon the Effective Date. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment A. All work and services required hereunder shall be completed on or by **September 30, 2027**.

4. Compensation. Consultant shall be compensated for the work and services to be performed under this Agreement as set forth in Attachment B, Compensation and Method of Payment, as attached hereto and made part hereof. Compensation for work and services in the performance of this Agreement shall not exceed **$796,500.00**. Payment obligations are non-cancellable, except as otherwise outlined herein.

5. Approval of Subcontracts. None of the work or services to be performed under this Agreement by Consultant shall be subcontracted without the prior written approval of ARC's Executive Director or her authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent, for her review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her authorized agent, Consultant shall provide ARC with such documentation as ARC's Executive Director or her authorized agent shall require, regarding the method Consultant used in selecting its subcontractor. Consultant acknowledges that if work or services to be performed under this Agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. Consultant agrees to abide by such regulations in its selection procedure. Subcontracts presented in the proposal for services are considered to be approved.

6. Prompt Payment and Retainage. Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment Consultant receives from

ARC. Consultant agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC.

If Consultant is found not to be in compliance with this Paragraph 6, Consultant will be considered in breach of contract, and any further payments will be withheld until corrective action is taken. If Consultant does not take corrective action, Consultant may be subject to contract termination.

7. Assignability. Consultant shall not assign, sublet or transfer all or any portion of its interest in this Agreement without the prior written approval of ARC, which shall not be withheld unreasonably.

8. Amendments. Changes to this Agreement may be required. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of Consultant's compensation or any changes to the Agreement Term, shall be mutually agreed upon and incorporated in written amendments to this Agreement. Amendments to this Agreement may be executed on behalf of ARC only by ARC's Executive Director and, if necessary, ARC's Chair.

9. Insurance. Consultant shall have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall, at least, include workers' compensation, public officials' liability and property damage coverages.

10. Indemnification. Consultant shall hold harmless and indemnify ARC, its officers, directors, and employees from and against any and all liability, loss, damages, costs including reasonable attorneys' fees, or expenses which ARC may incur, suffer, or be required to pay by reason of any error or omission, malfeasance, or through the negligent or willful conduct of Consultant, its employees, or any subcontractor of Consultant. The indemnification obligations of this Paragraph 10 shall survive the termination of this Agreement.

11. Limitation of Liability. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement shall not exceed the purchase price paid to Axon for the Axon Device, or if for Services, as defined in the MSPA Appendix hereunder, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused.

12. Formal Communication. Formal communications regarding this Agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

    All formal communication regarding this Agreement shall be in writing between the person executing this Agreement on behalf of Consultant (executor) and ARC's Executive Director. However, Consultant's executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this Agreement. Any restrictions to such designation must be clearly defined in the written designation.

    In this regard, ARC's Executive Director hereby designates the Chief Operating Officer as her agent for purposes of this Agreement only, except for amendments and terminations.

13. Reports. Consultant shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or her authorized agent, outlining the work accomplished by Consultant during the period, including the current status of the Project, and the percentage of work which has been completed.

14. Financial Reports. In addition to other records required by this Agreement, Consultant agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

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15. Review and Coordination. To ensure adequate assessment of Consultant's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. Consultant may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. Consultant shall be given reasonable written notice of such meetings.

16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this Agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for Consultant under this Agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in Consultant's office or where data is normally accumulated. Approval and acceptance of such material shall not relieve Consultant of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.

17. Maintenance of Cost Records. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this Agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. Consultant shall include the provisions of this Paragraph 17 in any subcontract executed in connection with this Project.

18. No Obligation by the Federal Government. ARC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to ARC, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

19. Consultant's Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve (12) month period immediately prior to the date of this Agreement, except with the express prior written consent of ARC. Further, Consultant agrees that no such former ARC employees shall be involved in any way with the performance of this Agreement, without the express prior written approval of ARC.

20. Rate of Employee Compensation. The rate of compensation for work performed under this Agreement by a staff member or employee of Consultant shall not exceed the compensation of such person that is applicable to his or her other work activities for the Consultant. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

21. Interest of Consultant. Consultant covenants that neither Consultant, nor anyone controlled by Consultant, controlling Consultant, or under common control with Consultant, nor its agents, employees or contractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of Consultant's service hereunder in an impartial and unbiased manner. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant as an agent, contractor or otherwise. If Consultant contemplates taking some action which may constitute a violation of this Paragraph 21, Consultant shall request in writing the advice of ARC, and if ARC notifies Consultant in writing that Consultant's contemplated action will not constitute a violation hereof, then Consultant shall be authorized to take such action without being in violation of this Paragraph 21.

22. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

23. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this Agreement or to any benefits to arise herefrom.

24. Compliance with Requirements of the Concerned Funding Agencies. Consultant shall be bound by the applicable terms and conditions of the grant contract between ARC and the Concerned Funding Agencies which said grant contract is on file in the offices of ARC and is hereby made a part of this Agreement as fully as if the same were attached hereto. ARC will notify Consultant in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.

25. Allowable Costs. In the case of a cost reimbursable contract, Consultant certifies that costs claimed for reimbursement under this Agreement shall not include costs incurred prior to the effective date or subsequent to the end date of this Agreement. The amount reimbursed under this Agreement shall be limited to the necessary and reasonable costs of employment, training and other services provided according to the terms and conditions of this Agreement and the attachments hereto. In no event shall the allowable costs for any single line item of the contract budget attached hereto exceed the amounts shown for that line item therein, except as allowed under Attachment B. Reimbursement shall not be made to pay cost incurred for travel outside the state of Georgia unless approved in writing by ARC in advance for said travel; provided, further, that if travel inside or outside Georgia is approved, and said travel is to be by air, first class accommodations shall not be allowed. Mileage reimbursement is allowable and shall not exceed the IRS Standard Mileage Rate for Business.

26. Disallowed Costs. If costs incurred by Consultant are not in conformity with the requirements of this Agreement and are subsequently disallowed as a result of a financial and compliance audit performed either pursuant to Audits herein below, by ARC, the Concerned Funding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, or otherwise, such costs shall be refunded to ARC from non-federal sources. ARC further reserves the right to withhold funds to recoup such improper or unauthorized disbursements. No finding of disallowed costs shall be made except after notice and opportunity for a fair hearing as provided in the Disputes and Appeals clause herein below. Funds shall not be allowable under this Agreement for costs of entertainment. Contributions made on behalf of any participant to retirement systems or plans are not allowable under this Agreement. Further, funds shall not be allowable under this Agreement for payment of premiums for insurance policies which provide protection from debts against ARC, the state of Georgia or the United States government.

27. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this Agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by Consultant within thirty (30) calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.

28. End Users. ARC is purchasing the products and services under this Agreement on behalf of local jurisdictions and their respective authorized users in Metro Atlanta (the "End User(s)"). ARC shall provide the terms and conditions of this Agreement, including its attachments, exhibits and appendices, to the aforementioned local jurisdictions as an addendum to the agreement between ARC and each respective jurisdiction. Additionally, ARC shall seek and accept

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acknowledgement of the terms and conditions of this Agreement, including its attachments, exhibits and appendices, from said local jurisdictions, by the respective jurisdiction's signature on the agreement between ARC and the jurisdiction. Notwithstanding the foregoing, ARC is not responsible for the respective jurisdiction's use of the services provided hereunder. ARC acknowledges and agrees it has no right to any of the data used or created by the local jurisdictions.

29. Assurances. Consultant hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. The provisions of 2 CFR 200.501 require a nonfederal entity that expends $750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, Consultant gives assurance and certifies with respect to this Agreement that:

    a. For all agreements:

        i. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

        ii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. Consultant shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

        Consultant shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Consultant shall not discriminate against any qualified client or recipient of services provided through this Agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Consultant shall cause foregoing provisions to be included in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

        Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

        Consultant agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this Paragraph 29.

iii. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

iv. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

v. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

vi. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et set.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

vii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's ("EPA") list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.

viii. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

ix. Consultant agrees that throughout the performance of this Agreement it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Consultant will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Agreement or any subcontract hereunder.

x. Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Consultant further agrees to include the provisions contained in the forgoing Paragraph 29 in each subcontract for services hereunder.

Consultant shall not retaliate or take any adverse action against any employee or any subcontractor for reporting or attempting to report a violation(s) regarding applicable immigration laws.

b. For agreements involving either full or partial federal financial assistance for construction projects(s):

i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

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ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). Consultant will be responsible for conducting inspections to ensure compliance by Consultant with these specifications.

c. For agreements exceeding $ 100,000.00 in federal financial assistance:

i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this Agreement shall be used to pay the salary or expenses of any Consultant, or agent acting for Consultant, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.

b. Debarment and Suspension. Consultant agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.

c. Drug-Free Workplace. Consultant agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier contractors.

d. Consultant agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

31. Termination for Mutual Convenience. ARC or Consultant may terminate this Agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. Consultant shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this Agreement. ARC shall allow full credit to Consultant for the ARC share of the non- cancelable obligations, properly incurred by Consultant prior to termination.

32. Termination for Convenience. ARC may terminate this Agreement, in whole or in part, at any time by giving written notice to Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated by ARC as provided in this Paragraph 32, Consultant will be reimbursed for the otherwise allowable actual expenses incurred by Consultant up to and including the effective date of such termination, as authorized in Attachment B. Consultant shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

33. Termination of the Agreement for Cause. If Consultant, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, ARC shall thereupon have the right to terminate this Agreement. Prior to termination, ARC shall provide written notice to Consultant specifying the nature of the breach. Consultant shall have thirty (30) days from receipt of said notice to cure the breach to the satisfaction of ARC. If Consultant fails to cure the breach within the thirty (30) day cure period, ARC may terminate this

Agreement immediately by giving written notice to Consultant of such termination. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed under the scope of services up to and including the effective date of termination. Notwithstanding the foregoing, to the extent provided by law, Consultant shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this Agreement by Consultant and ARC may withhold any payments to Consultant for the purpose of set-off for damages caused by Consultant's breach, until such time as the exact amount of damages to ARC from Consultant is determined.

34. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds for carrying out the functions to which this Agreement relates do not become available or the funding is not otherwise appropriated by the federal government, then, upon written notice to Consultant, this Agreement may be immediately terminated without further obligation of ARC.

35. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, ARC reserves the same right regarding this Agreement. Such suspension would cause the withholding of further payments and/or prohibiting Consultant from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by Consultant prior to the date of suspension to the extent that they are noncancelable.

36. Effect of Termination. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. If termination is pursuant to Paragraph 34 (Termination Due to Non-Availability of Funds), Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

37. Disputes and Appeals. Any dispute concerning a question of fact arising either from a Consultant or subgrant selection decision, or under a Consultant or subgrant contract, once executed, shall be decided by the ARC Chief Operating Officer who, after advisory consultation with all appropriate ARC officials, shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or Consultant or subgrantee). The Chief Operating Officer shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the General Counsel.

    If the disputing party objects to the decision of the ARC Chief Operating Officer, the disputing party shall, within ten (10) calendar days of receipt of such written decision, mail or otherwise furnish a written appeal concerning the question of fact to the ARC Executive Director who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the ARC Chief Operating Officer shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the ARC Executive Director shall make a decision concerning the question of fact in writing to the appealing party and the ARC Chief Operating Officer. A copy of the decision shall be furnished to the General Counsel.

    The decision of the ARC Executive Director concerning the disputed question of fact shall be final unless the decision is appealed to a court of competent jurisdiction located exclusively in the state or federal courts of Atlanta, Georgia.

    Pending final decision of an appeal to the ARC Executive Director under a Consultant or subgrant contract already

executed, Consultant or subgrantee shall proceed diligently with the performance of the contract and in accordance with the Chief Operating Officer's decision.

Nothing in the foregoing shall be construed as making final the decisions of the Chief Operating Officer or the Executive Director as such decisions relate to question of law.

38. Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this Agreement to the extent feasible.

39. Headings. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraph.

40. Waiver. The failure of either Party to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.

41. Authority. The individuals executing this Agreement on behalf of the Consultant and ARC do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.

42. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

43. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

44. Applicable Law. This Agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of the State of Georgia. Each Party will comply with all applicable federal, state, and local laws, including import and export control laws and regulations.

45. Independent Contractors. Nothing contained in this Agreement shall be construed to constitute Consultant or any of its employees, officers, directors, agents, or subcontractors as a partner, employee, or agent of ARC, nor shall either Party to this Agreement have any authority to bind the other Party in any respect. This Agreement does not create a partnership, franchise, joint venture, fiduciary, or employment relationship between the Parties. Each Party shall remain an independent contractor.

46. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, agreements and understandings, whether written or oral. The entirety of the Agreement includes all attachments and appendices, attached hereto and incorporated herein.

ARC Contract
102525

IN WITNESS WHEREOF, Consultant and ARC have executed this Agreement as of the day first above written.

AXON ENTERPRISE, INC.

ATTEST:
DocuSigned by:
Brianna Welsh
084152F07208478...

By: Signed by:
Robert E. Driscoll, Jr.
55DAEBB131A4424...

Title: Deputy General Counsel

ATLANTA REGIONAL COMMISSION

ATTEST:
Charissa White-Fulks
Charissa White-Fulks (Mar 17, 2026 12:58:52 EDT)

Assistant Secretary

Anna Roach (Mar 11, 2026 17:15:31 EDT)

Executive Director

Andre Dickens
Andre Dickens (Mar 17, 2026 12:51:33 EDT)

Chair

Docusign Envelope ID: B13F8018-027F-46F7-9C7D-841F1E6B0E42

ATTACHMENT A

Scope of Services

Quotes

Docusign Envelope ID: B13F8018-027F-46F7-9C7D-841F1E6B0E42

102525

ATTACHMENT A
SCOPE OF SERVICES

I. General: The work to be accomplished by the Contractor is in support of the following ARC Cost Center:

Cost Center No.	Cost Center Title
310A03	Soft Targets and Crowded Places
410A04	Combating Domestic Violent Extremism

II. Purpose: Axon Enterprise will provide law enforcement with a video and data collection platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the UASI region.

III. Study Area: Within the UASI footprint comprised of the Counties of Clayton, DeKalb, and Gwinnett.

IV. Work and Services: The Contractor shall personally do, perform and carry out, in a satisfactory and proper manner, as determined by ARC, the following work and services:

See the description of services listed in quotes Q-642890-46058AR (Clayton County), Q-731720-46057AR (Gwinnett County), and Q-731711-46057AR (DeKalb County).

V. Deliverables: Axon Fusus Enterprise AI Streams and Extended Warranty package will provide critical information and resource sharing capabilities between the various agencies throughout the region and allow them to maintain seamless communication capabilities through 9/30/2027.

102525

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-642890-46058AR

Issued: 02/05/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 10/01/2025

Account Number: 114235

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Clayton County Police Dept. - GA 7911 N McDonough St Jonesboro, GA 30236-2436 USA	Clayton County Police Dept. - GA 7911 N McDonough St Jonesboro GA 30236-2436 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Mathews Phone: 901-859-8087 Email: tmathews@axon.com Fax	Michael Green Phone: (770) 477-3747 Email: michael.green@claytoncounty-ga.gov Fax

Quote Summary

Program Length	24 Months
TOTAL COST	$265,500.00
ESTIMATED TOTAL W/ TAX	$265,500.00

Discount Summary

Average Savings Per Year	$26,700.00
TOTAL SAVINGS	$53,400.00

102525

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	$132,750.00	$0.00	$132,750.00
Sep 2026	$132,750.00	$0.00	$132,750.00
Total	**$265,500.00**	**$0.00**	**$265,500.00**

102525

Quote Unbundled Price:	$255.12
Quote List Price:	$255.12
Quote Subtotal:	$265,500.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	24		$10.63	$11,062.50	$265,500.00	$0.00	$265,500.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	53	24		$0.00	$0.00	$0.00	$0.00	$0.00
Total							**$265,500.00**	**$0.00**	**$265,500.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	10/01/2025	09/30/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	53	10/01/2025	09/30/2027

102525

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	7911 N McDonough St	Jonesboro	GA	30236-2436	USA

Payment Details

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	$132,750.00	$0.00	$132,750.00
Invoice Upon Fulfillment	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	53	$0.00	$0.00	$0.00
Total				**$132,750.00**	**$0.00**	**$132,750.00**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	$132,750.00	$0.00	$132,750.00
Total				**$132,750.00**	**$0.00**	**$132,750.00**

102525

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-731720-46057AR

Issued: 02/04/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 10/01/2025

Account Number: 114137
Payment Terms: N30
Mode of Delivery: UPS-GND
Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Gwinnett County Police Dept. - GA 854 Winder Hwy Lawrenceville, GA 30045-5016 USA	Gwinnett County Police Dept. - GA 770 Hi Hope Rd Lawrenceville GA 30043-4540 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jeff Goolsby Phone: +1 4808610624 Email: jgoolsby@axon.com Fax	Charles Flood Phone: (678) 414-7265 Email: ceflood@dekalbcountyga.gov Fax: (404) 298-8066

Quote Summary

Program Length	24 Months
TOTAL COST	$265,500.00
ESTIMATED TOTAL W/ TAX	$265,500.00

Discount Summary

Average Savings Per Year	$26,700.00
TOTAL SAVINGS	$53,400.00

102525

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	$132,750.00	$0.00	$132,750.00
Sep 2026	$132,750.00	$0.00	$132,750.00
Total	**$265,500.00**	**$0.00**	**$265,500.00**

102525

Quote Unbundled Price:	$255.12
Quote List Price:	$255.12
Quote Subtotal:	$265,500.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	24		$10.63	$11,062.50	$265,500.00	$0.00	$265,500.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	12		$0.00	$0.00	$0.00	$0.00	$0.00
Total							**$265,500.00**	**$0.00**	**$265,500.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	10/01/2025	09/30/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	10/01/2026	09/30/2027

102525

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	854 Winder Hwy	Lawrenceville	GA	30045-5016	USA

Payment Details

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	$0.00	$0.00	$0.00
Year 1	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	$132,750.00	$0.00	$132,750.00
Total				**$132,750.00**	**$0.00**	**$132,750.00**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	$0.00	$0.00	$0.00
Year 2	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	$132,750.00	$0.00	$132,750.00
Total				**$132,750.00**	**$0.00**	**$132,750.00**

102525

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-731711-46057AR

Issued: 02/04/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 10/01/2025

Account Number: 109485

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Dekalb County Police Dept.- GA 2484 Bruce St Lithonia, GA 30058-7380 USA	Dekalb County Police Dept.- GA 1300 Commerce Dr Decatur GA 30030-3222 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jeff Goolsby Phone: +1 4808610624 Email: jgoolsby@axon.com Fax	Charles Flood Phone: (678) 414-7265 Email: ceflood@dekalbcountyga.gov Fax: (404) 298-8066

Quote Summary

Program Length	24 Months
TOTAL COST	$265,500.00
ESTIMATED TOTAL W/ TAX	$265,500.00

Discount Summary

Average Savings Per Year	$26,700.00
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102525

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	$132,750.00	$0.00	$132,750.00
Sep 2026	$132,750.00	$0.00	$132,750.00
Total	**$265,500.00**	**$0.00**	**$265,500.00**

102525

Quote Unbundled Price:	$255.12
Quote List Price:	$255.12
Quote Subtotal:	$265,500.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	24		$10.63	$11,062.50	$265,500.00	$0.00	$265,500.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	51	12		$0.00	$0.00	$0.00	$0.00	$0.00
Total							**$265,500.00**	**$0.00**	**$265,500.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	10/01/2025	09/30/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	51	10/01/2026	09/30/2027

102525

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2484 Bruce St	Lithonia	GA	30058-7380	USA

Payment Details

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	51	$0.00	$0.00	$0.00
Year 1	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	$132,750.00	$0.00	$132,750.00
Total				**$132,750.00**	**$0.00**	**$132,750.00**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	51	$0.00	$0.00	$0.00
Year 2	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	$132,750.00	$0.00	$132,750.00
Total				**$132,750.00**	**$0.00**	**$132,750.00**

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	854 Winder Hwy	Lawrenceville	GA	30045-5016	USA

Payment Details

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	$0.00	$0.00	$0.00
Year 1	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	$132,750.00	$0.00	$132,750.00
Total				**$132,750.00**	**$0.00**	**$132,750.00**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	28	$0.00	$0.00	$0.00
Year 2	101870	AXON FUSUS - ENTERPRISE - AI STREAMS	1250	$132,750.00	$0.00	$132,750.00
Total				**$132,750.00**	**$0.00**	**$132,750.00**

Docusign Envelope ID: B13F8018-027F-46F7-9C7D-841F1E6B0E42

ATTACHMENT B

Compensation and Method of Payment

Contract Budget

Docusign Envelope ID: B13F8018-027F-46F7-9C7D-841F1E6B0E42

ATTACHMENT B
COMPENSATION AND METHOD OF PAYMENT

I. Compensation: In no event will the total compensation and reimbursement, if any, to be paid to the Consultant under this contract exceed the sum of **$796,500.00**. A breakdown of this budget is provided in "Exhibit B-1, Contract Budget," attached to and made part of this contract for financial reporting, monitoring, and audit purposes.

II. Method of Payment: The following method of payment will be used for this project:

A. Progress Payments: The Consultant shall be entitled to receive progress payments on the following basis. As stated below, during the existence of this contract, the Consultant shall submit to ARC an invoice for payment documenting work performed during the invoice period. Invoices properly submitted shall be paid by ARC within forty-five (45) days of the invoice date.

i. $398,250 Grant Year 2023 Before 3/15/2026 for services between 10/1/2025 to 9/30/2027
ii. $398,250 Grant Year 2024 Before 1/15/2027 for services between 10/1/2026 to 9/30/2027

Invoices shall be submitted to UASIfinance@atlantauasi.com

III. Invoices: ARC shall make payments to the Consultant in accordance with the invoice schedule under Attachment A, Scope of Services, per respective jurisdiction. Invoices shall include a description of work completed, a unique invoice number, the period of performance in which the work completed took place, and a valid payment address.

Docusign Envelope ID: B13F8018-027F-46F7-9C7D-841F1E6B0E42

102525

EXHIBIT B-1
CONTRACT BUDGET

Contractor Name and Address: Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale, AZ 855255

Contract Period: October 1, 2025 to September 30, 2027

Task/Expense Type	Amount	Cost Center
Task 1: *Axon Fusus – Enterprise – AI Streams*	*$ 398,250.00*	*310A03*
Task 2: *Axon Fusus – Enterprise – AI Streams*	*$ 398,250.00*	*410A04*
Total:	*$ 796,500.00*	

*Note: The estimates listed above are preliminary and actual costs by Task may vary so long as the total contract value does not increase.

Docusign Envelope ID: B13F8018-027F-46F7-9C7D-841F1E6B0E42

ARC Contract
102525

ATTACHMENT C

Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

AI Technology Appendix

Axon Customer Experience Improvement Program Appendix

Axon Respond Appendix

Master Services and Purchasing Agreement

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** RESERVED.

3. **Payment.** RESERVED.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

   7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

      7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** RESERVED.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** RESERVED.

8. **Free Trial.** RESERVED.

9. **Statement of Work.** RESERVED.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** RESERVED.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software (**"Axon Products"**) infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer or Customer-authorized End User, as applicable, is responsible for (a) Customer's use of Axon Devices; (b) Customer breach of this Agreement or violation of applicable law; (c)

disputes between Customer or Customer-authorized End User and a third-party over Customer's or Customer-authorized End User's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's or Customer-authorized End User's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

17.1. **For Breach.** RESERVED.

17.2. **By Customer.** RESERVED.

17.3. **Effect of Termination.** RESERVED.

18. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent possible and allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

19.1. **Force Majeure.** RESERVED.

19.2. **Independent Contractors.** RESERVED.

19.3. **Third-Party Beneficiaries.** RESERVED.

19.4. **Non-Discrimination.** RESERVED.

19.5. **Compliance with Laws.** RESERVED.

19.6. **Assignment.** RESERVED.

19.7. **Waiver.** RESERVED.

19.8. **Severability.** RESERVED.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law.** RESERVED.

19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12. **Entire Agreement.** RESERVED.

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. RESERVED.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services or will immediately let Axon know so Axon can terminate that End User's access.

   5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

   5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

   8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

    12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

    14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer

software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**

   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage.**

   2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

   2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

   2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

      2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

      2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

      2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. **Axon Responsibilities.**

   3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

   3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities.**

4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information**. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription,

transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

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Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic
When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication
Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out
Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom
Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260828	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Support Services			Date Submitted:	06/22/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	tlfox			Multiple Depts?	
Agenda Type	Approval				

Item of Business: Locked by Purchasing: No

to declare the June 2026 surplus vehicles and the equipment list as surplus/salvage to be disposed of in accordance with the Gwinnett County Code of Ordinance.

Attachments	Justification letter, Supporting Document
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	
BAC Action:	
Department Head	rgadderley (6/23/2026)
Attorney	nlwood (7/2/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Various	*	*	brainey (7/2/2026)

Finance Comments	FinDir's Initials
*Upon final documentation of sale, adjust revenue and appropriations budgets as necessary to incorporate anticipated revenue.	raroyal (7/1/2026)

☑ Budget Adjust ☑ Grand Jury

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

GWINNETT COUNTY
DEPARTMENT OF SUPPORT SERVICES
75 Langley Drive | Lawrenceville, GA 30046-6935
770.822.8020
GwinnettCounty.com

MEMORANDUM

TO: Chairwoman
District Commissioners

FROM: Ron Adderley
Director

SUBJECT: Approval to Declare Vehicles and Equipment as Surplus/Salvage

DATE: June 01, 2026

ITEM OF BUSINESS

Approval to declare the June 2026 surplus vehicle and equipment list as surplus/salvage to be disposed of in accordance with the Gwinnett County Code of Ordinances.

BACKGROUND AND DISCUSSION

The Gwinnett County Purchasing Ordinance (Part 7, Section III – Disposition of Personal Property) states that personal property which can no longer be used advantageously by the County and has therefore become unserviceable is considered to be surplus. An evaluation of each County vehicle or piece of equipment was completed in accordance with the Fleet Management Policy, and each has met the requirements per the policy. The review includes the evaluation of age, mileage, condition, cost of operation, and intended use.

The means of disposal could include but are not limited to, internet auction, public auction, third party auction company, and sealed bid or the sale to other governmental entities. It is estimated that more than $1,000,000.00 in revenue will be generated from the sale of the June 2026 surplus, salvage vehicles, and equipment.

Surplus List (Vehicles and Equipment)
June 2026

EQUIPMENT #	ASSET #	DESCRIPTION	VIN	REASON
2008553	2008553	2023 CHEVROLET TAHOE	1GNSCLED1PR256593	Total Loss
2009167	2009167	2025 FORD EXPLORER	1FM5K8AB5SGA31667	Total Loss
2008793	2008793	2023 FORD EXPLORER	1FM5K8AB3PGB84300	Total Loss
2008485	2008485	2023 FORD EXPLORER	1FM5K8AB5PGA01463	Total Loss
2007825	2007825	2019 FORD TAURUS	1FAHP2MK4KG113438	Total Loss
2006731	2006731	2016 FORD EXPLORER	1FM5K8AT9GGD31213	Total Loss
2008025	2008025	2019 RAM 1500	3C6RR7KT4KG704639	Total Loss
2007699	2007699	2019 FORD TAURUS	1FAHP2MK9KG113449	Total Loss
2006922	2006922	2016 FORD TAURUS	1FAHP2MT5GG154662	Total Loss
2007102	2007102	2017 CHEVROLET SILVERADO	1GCVKNEC4HZ361254	Total Loss
2007532	2007532	2018 FORD TAURUS	1FAHP2MK7JG142477	Total Loss
2007816	2007816	2019 FORD TAURUS	1FAHP2MK2KG113566	Total Loss
2007623	2007623	2019 FORD TAURUS	1FAHP2MK1KG113512	Total Loss
2007124	2007124	2017 FORD TAURUS	1FAHP2MT1HG139187	Total Loss
2007848	2007848	2019 FORD TAURUS	1FAHP2MK4KG113598	Total Loss
2007744	2007744	2019 FORD TAURUS	1FAHP2MK3KG113494	Total Loss
2007773	2007773	2019 FORD TAURUS	1FAHP2MK6KG113523	Total Loss
2007768	2007768	2019 FORD TAURUS	1FAHP2MK2KG113518	Total Loss
2008425	2008425	2022 FORD EXPLORER	1FM5K8AB2NGA29735	Total Loss
2009023	2009023	2025 FORD EXPLORER	1FM5K8AB2SGA50824	Total Loss
2007167	2007167	2017 DODGE CHARGER	2C3CDXKTXHH649849	Approved Vehicle Replacement
200481	200481	2008 CHEVROLET SILVERADO	1GCEK14X1Z202897	Approved Vehicle Replacement
2007381	2007381	2018 CHEVROLET SILVERADO	1GCPCNEC1JF230781	Approved Vehicle Replacement
2007382	2007382	2018 CHEVROLET SILVERADO	1GCPCNEC4JF231178	Approved Vehicle Replacement
2008017	2008017	2020 TOYOTA CAMRY	4T1KZ1AK4LU039140	Approved Vehicle Replacement
2008207	2008207	2021 KIA TELLURIDE	5XYP54HC9MG166412	Approved Vehicle Replacement
2006984	2006984	2016 CHEVROLET TAHOE	1GNSKDEC1GR449598	Approved Vehicle Replacement
2005902	2005902	2013 CHEVROLET TAHOE	1GNLC2E03DR360316	Approved Vehicle Replacement
2005903	2005903	2013 CHEVROLET TAHOE	1GNLC2E09DR356528	Approved Vehicle Replacement
2006937	2006937	2016 FORD TAURUS	1FAHP2MT3GG154644	Approved Vehicle Replacement
2006746	2006746	2016 FORD EXPLORER	1FM5K8AT5GGD16899	Approved Vehicle Replacement
2006747	2006747	2016 FORD EXPLORER	1FM5K8AT8GGD16900	Approved Vehicle Replacement
2007723	2007723	2019 FORD TAURUS	1FAHP2MK6KG113473	Approved Vehicle Replacement
2006863	2006863	2016 FORD TAURUS	1FAHP2MTXGG142135	Approved Vehicle Replacement
2007517	2007517	2018 FORD TAURUS	1FAHP2MK9JG141072	Approved Vehicle Replacement
2006754	2006754	2016 FORD EXPLORER	1FM5K8ATXGGD31205	Approved Vehicle Replacement
2006755	2006755	2016 FORD EXPLORER	1FM5K8AT1GGD31206	Approved Vehicle Replacement
2007790	2007790	2019 FORD TAURUS	1FAHP2MK6KG113540	Approved Vehicle Replacement
2007126	2007126	2017 FORD EXPLORER	1FM5K8AT5HGD93306	Approved Vehicle Replacement

Surplus List (Vehicles and Equipment)
June 2026

EQUIPMENT #	ASSET #	DESCRIPTION	VIN	REASON
2007814	2007814	2019 FORD TAURUS	1FAHP2MK9KG113564	Approved Vehicle Replacement
2005948	2005948	2014 CHEVROLET IMPALA	2G1WA5E30E1163209	Approved Vehicle Replacement
2005898	2005898	2013 FORD F150	1FTEX1CM7DKF21247	Approved Vehicle Replacement
306254	306254	2020 K & K 8X25E210K	1K9PE2520LA175506	Approved Vehicle Replacement
2006298	2006298	2016 CHEVROLET IMPALA	2G1WD5E33G1108828	Approved Vehicle Replacement
2006004	2006004	2015 FORD EXPLORER	1FM5K8AT3FGA78551	Approved Vehicle Replacement
2006870	2006870	2016 FORD TAURUS	1FAHP2MT7GG142142	Approved Vehicle Replacement
2006745	2006745	2016 FORD EXPLORER	1FM5K8AT3GGD16898	Approved Vehicle Replacement
29014	NA	2008 AGRI METAL BW360	29014	Approved Vehicle Replacement
2006951	2006951	2016 RAM 2500	3C6UR5DJ8GG373274	Approved Vehicle Replacement
2008637	2008637	2023 CHEVROLET SILVERADO	1GCUDAED0PZ115856	Approved Vehicle Replacement
115852	2002204	2008 CHEVROLET UPLANDER	1GNDV33WX8D115852	Approved Vehicle Replacement
2006247	2006247	2016 CHEVROLET IMPALA	2G1WA5E38G1103178	Approved Vehicle Replacement
18883	2001708	2000 FREIGHTLINER CUSTOM MT55	4UZA5FBC0YCH18883	Approved Vehicle Replacement
2006811	2006811	2016 FORD TAURUS	1FAHP2MT2GG132389	Approved Vehicle Replacement
2006861	2006861	2016 FORD TAURUS	1FAHP2MT0GG139034	Approved Vehicle Replacement
2006759	2006759	2016 FORD EXPLORER	1FM5K8AT7GGD31212	Approved Vehicle Replacement
43055	401360	2008 KOMATSU WB146-5	A43055	Approved Vehicle Replacement
2005945	2005945	2014 CHEVROLET IMPALA	2G1WA5E31E1162084	Approved Vehicle Replacement
20648	401334	2007 JOHN DEERE 997	DM997SB020648	Approved Vehicle Replacement
105702	N/A	2011 TOYOTA TUNDRA	5TFRY5F18BX105702	Confiscated
C029117	N/A	2012 VOLKSWAGEN PASSAT	1VWBP7A32CC029117	Confiscated
66652	2002346	2007 STERLING ACTERRA	2FZACHDC97AY66652	Approved Vehicle Replacement
2006514	2006514	2016 CHEVROLET IMPALA	2G1WD5E31G1107337	Approved Vehicle Replacement
20581	402101	2007 JOHN DEERE 997	DM997SB020581	Approved Vehicle Replacement
401710	401747	2012 RIDDLE RMX 20	URR20181C212	Approved Vehicle Replacement
179896	2002354	2007 CHEVROLET G-VAN	1GCHG35V871179896	Approved Vehicle Replacement
411651	N/A	2018 JEEP GRAND CHEROKEE	1C4RJFN93JC411651	Confiscated
2006001	2006001	2014 RAM 5500	3C7WRMCL4EG303480	Approved Vehicle Replacement
2006256	2006256	2015 RAM 5500	3C7WRMCL6FG709147	Approved Vehicle Replacement
2007514	2007514	2018 FORD TAURUS	1FAHP2MK9JG141069	Approved Vehicle Replacement
2006780	2006780	2016 FORD TAURUS	1FAHP2MT6GG126627	Approved Vehicle Replacement
2003710	2003710	2011 CHEVROLET IMPALA	2G1WF5EK1B1266076	Approved Vehicle Replacement
2007716	2007716	2019 FORD TAURUS	1FAHP2MK9KG113466	Approved Vehicle Replacement
2007624	2007624	2019 FORD TAURUS	1FAHP2MK5KG113528	Approved Vehicle Replacement
2007732	2007732	2019 FORD TAURUS	1FAHP2MK7KG113482	Approved Vehicle Replacement
2006845	2006845	2016 FORD TAURUS	1FAHP2MT8GG138424	Approved Vehicle Replacement
2006255	2006255	2015 RAM 5500	3C7WRMCL4FG709146	Approved Vehicle Replacement
2006562	2006562	2015 FORD TAURUS	1FAHP2MT9FG203831	Approved Vehicle Replacement

Surplus List (Vehicles and Equipment)
June 2026

EQUIPMENT #	ASSET #	DESCRIPTION	VIN	REASON
2007133	2007133	2017 FORD EXPLORER	1FM5K8AT2HGD93313	Approved Vehicle Replacement
2006258	2006258	2015 RAM 5500	3C7WRMCLXFG709149	Approved Vehicle Replacement
210617	N/A	1999 BUSH HOG 406	1210617	Approved Vehicle Replacement
200160	200160	2014 BUSH HOG BH25	1200160	Approved Vehicle Replacement
213654	N/A	2011 CHEVROLET IMPALA	2G1WB5EK9B1213654	Confiscated
137444	N/A	1998 LEXUS LS400	JT8BH28FXW0137444	Confiscated
190039	N/A	2007 TOYOTA SCION	JTKDE167970190039	Confiscated
304406	304406	2015 CASE HP40	405200	Approved Vehicle Replacement
304407	N/A	2015 CASE HP40	405201	Approved Vehicle Replacement
2006224	2006224	2015 CHEVROLET COLORADO	1GCHSAE3XF1205298	Approved Vehicle Replacement
95860	2001747	2004 STERLING ACTERRA	2FZACHAK24AM95860	Approved Vehicle Replacement
2006919	2006919	2016 FORD TAURUS	1FAHP2MT7GG154677	Approved Vehicle Replacement
2006913	2006913	2016 FORD TAURUS	1FAHP2MT4GG154653	Approved Vehicle Replacement
2007549	2007549	2018 FORD EXPLORER	1FM5K8AR9JGC43967	Approved Vehicle Replacement
2007789	2007789	2019 FORD TAURUS	1FAHP2MKXKG113539	Approved Vehicle Replacement
2007595	2007595	2019 FORD TAURUS	1FAHP2MK9KG113340	Approved Vehicle Replacement
2007601	2007601	2019 FORD TAURUS	1FAHP2MKXKG113346	Approved Vehicle Replacement
2007738	2007738	2019 FORD TAURUS	1FAHP2MK8KG113488	Approved Vehicle Replacement
2007872	2007872	2019 DODGE CHARGER	2C3CDXKTXKH547863	Approved Vehicle Replacement
2007822	2007822	2019 FORD TAURUS	1FAHP2MK8KG113572	Approved Vehicle Replacement
2007745	2007745	2019 FORD TAURUS	1FAHP2MK6KG113425	Approved Vehicle Replacement
2006261	2006261	2015 RAM 5500	3C7WRMCL5FG709141	Approved Vehicle Replacement
2006260	2006260	2015 RAM 5500	3C7WRMCL3FG709140	Approved Vehicle Replacement
5001819	N/A	2014 LEXUS IS250	JTHBF1D2XE5001819	Confiscated
301472	301472	2006 JLG INDUSTRIES 2030ES	200145297	Approved Vehicle Replacement
2006269	2006269	2015 RAM 2500	3C6MR4AJ1FG712258	Approved Vehicle Replacement
96865	2001748	2004 STERLING ACTERRA	2FZHCHDC24AM96865	Approved Vehicle Replacement
305700	305700	2018 K & K 8X25E212K	1K9PE252XJA175283	Approved Vehicle Replacement
2003423	2003423	2010 FREIGHTLINER M2106	1FVACYBS5ADAR0515	Approved Vehicle Replacement
F54409	N/A	2007 BMW 335I	WBAVB73507VF54409	Confiscated
2007925	2007925	2019 DODGE DURANGO	1C4RDHAG7KC753533	Approved Vehicle Replacement
2006259	2006259	2015 RAM 5500	3C7WRMCL6FG709150	Approved Vehicle Replacement
2006262	2006262	2015 RAM 5500	3C7WRMCL7FG709142	Approved Vehicle Replacement
2006290	2006290	2015 CHEVROLET SILVERADO	1GCVKPEC5FZ419459	Approved Vehicle Replacement
2006731	2006731	2016 FORD EXPLORER	1FM5K8AT9GGD31213	Approved Vehicle Replacement
2006800	2006800	2016 FORD TAURUS	1FAHP2MT8GG132378	Approved Vehicle Replacement
2006839	2006839	2016 FORD TAURUS	1FAHP2MT3GG136788	Approved Vehicle Replacement
2006863	2006863	2016 FORD TAURUS	1FAHP2MTXGG142135	Approved Vehicle Replacement
2006869	2006869	2016 FORD TAURUS	1FAHP2MT5GG142141	Approved Vehicle Replacement

Surplus List (Vehicles and Equipment)
June 2026

EQUIPMENT #	ASSET #	DESCRIPTION	VIN	REASON
2006906	2007320	2016 FORD TAURUS	1FAHP2MTXGG150574	Approved Vehicle Replacement
2007117	2007117	2017 FORD TAURUS	1FAHP2MT0HG133865	Approved Vehicle Replacement
2007131	2007131	2017 FORD EXPLORER	1FM5K8AT9HGD93311	Approved Vehicle Replacement
2007525	2007525	2018 FORD TAURUS	1FAHP2MK8JG141824	Approved Vehicle Replacement
2007527	2007527	2018 FORD TAURUS	1FAHP2MK8JG142472	Approved Vehicle Replacement
2007554	2007554	2018 FORD EXPLORER	1FM5K8AR8JGC75860	Approved Vehicle Replacement
2007619	2007619	2019 FORD TAURUS	1FAHP2MK5KG113495	Approved Vehicle Replacement
304451	304451	2015 JOHN DEERE 3032E	1LV3032EPFH714638	Approved Vehicle Replacement
304947	304947	2016 JOHN DEERE TS	1M04X2SJLGM112100	Approved Vehicle Replacement
305157	305157	2016 JOHN DEERE 997	1TCZ997RHGC030043	Approved Vehicle Replacement
401784	401784	2013 CASE CX55	NCTN55283	Approved Vehicle Replacement
401861	401861	2014 JOHN DEERE 3032E	1LV3032ELEH611310	Approved Vehicle Replacement
F54409	N/A	2007 BMW 335I	WBAVB73507VF54409	Approved Vehicle Replacement
M011791	N/A	2009 INFINITI G37	JNKCV61E09M011791	Approved Vehicle Replacement
2003424	2003424	2010 FREIGHTLINER M2106	1FVACYBS7ADAR0516	Approved Vehicle Replacement
94575	2003136	2008 FORD F550	1FDAF57R08EB94575	Approved Vehicle Replacement
66530	2002355	2008 FORD F450	1FTXF46R68EB66530	Approved Vehicle Replacement
332976	N/A	2015 TRAILER 10	16VAX1014F3032976	Approved Vehicle Replacement
304872	304872	2016 K & K 8X25E212K	1K9E6525GA175138	Approved Vehicle Replacement
2008205	2008205	2021 JEEP WRANGLER	1C4HJXDG0MW684843	Approved Vehicle Replacement
2007906	2007906	2019 CHEVROLET TAHOE	1GNLCDECXKR269871	Approved Vehicle Replacement
401695	401695	2012 JOHN DEERE GATOR	1M04X2SJTCM070916	Approved Vehicle Replacement
401778	401778	2013 JOHN DEERE GATOR	1M04X2SJADM081764	Approved Vehicle Replacement
401855	401855	2014 JOHN DEERE GATOR	M04X2SJ091054	Approved Vehicle Replacement
2008206	2008206	2021 DODGE CHARGER	2C3CDXCT2MH563377	Approved Vehicle Replacement
2007488	2007488	2018 DODGE CHARGER	2C3CDXKT2JH301159	Approved Vehicle Replacement
2008199	2008199	2021 NISSAN MAXIMA	1N4AA6CV5MC503416	Approved Vehicle Replacement
401705	401705	2012 CASE 580SN	NBC542920	Approved Vehicle Replacement
2496	2002557	2007 STERLING LCF	JLSBBG1S47K002496	Approved Vehicle Replacement
4017	2002729	2008 GMC W4500	J8DC4W16187004017	Approved Vehicle Replacement
53748	2004225	1998 FORD 138 E RVCUTAWAY	1FDSE30S3WHB53748	Approved Vehicle Replacement
289316	N/A	2022 TOYOTA RAV4	2T3F1RFV9NW289316	Approved Vehicle Replacement
304961	304961	2016 JOHN DEERE HPX	1M0HPXDSLGM141228	Approved Vehicle Replacement
20525	301697	2006 JOHN DEERE 997	DM997SB020525	Approved Vehicle Replacement
252	N/A	2001 GENIE TMZ34	5D8AA19101R000252	Approved Vehicle Replacement
30253	401389	2008 JOHN DEERE 997	TC997SB030253	Approved Vehicle Replacement
30345	401390	2008 JOHN DEERE 997	TC997SB030345	Approved Vehicle Replacement
30349	401394	2008 JOHN DEERE 997	TC997SB030349	Approved Vehicle Replacement
305785	305785	2018 JOHN DEERE Z930M	1TC930MCCJT065320	Approved Vehicle Replacement

Surplus List (Vehicles and Equipment)
June 2026

EQUIPMENT #	ASSET #	DESCRIPTION	VIN	REASON
401578	402105	2010 JOHN DEERE 997	TC997SB055128	Approved Vehicle Replacement
401579	402106	2010 JOHN DEERE 997	TC997SB055256	Approved Vehicle Replacement
401604	401604	2010 JOHN DEERE 997	TC997SB055530	Approved Vehicle Replacement
20649	402102	2007 JOHN DEERE 997	DM997SB020649	Approved Vehicle Replacement
20651	401337	2007 JOHN DEERE 997	DM997SB020651	Approved Vehicle Replacement
2008200	2008200	2021 NISSAN TITAN	1N6AA1ED8MN512436	Approved Vehicle Replacement
2008247	2008247	2021 NISSAN TITAN	1N6AA1ED8MN509908	Approved Vehicle Replacement
2003460	2005290	2010 DODGE DAKOTA	1D7RE3BP8AS263580	Approved Vehicle Replacement
402007	402007	2014 TORO 44552	316000867	Approved Vehicle Replacement
2006751	2006751	2016 FORD EXPLORER	1FM5K8AT9GGD16906	Approved Vehicle Replacement
2008243	2008243	2021 CADILLAC CT5	1G6DN5RK9M0117539	Approved Vehicle Replacement
2008253	2008253	2021 VOLVO S60	7JR102TM4MG112488	Approved Vehicle Replacement
2008342	2008342	2022 GMC ACADIA	1GKKNPLS2NZ118896	Approved Vehicle Replacement
2008362	2008362	2022 HYUNDAI SANTA CRUZ	5NTJEDAF5NH027562	Approved Vehicle Replacement
2006617	2006617	2016 JEEP GRAND CHEROKEE	1C4RJFCG4GC389945	Approved Vehicle Replacement
2008195	2008195	2021 TOYOTA 4 RUNNER	JTEMU5JR5M5896395	Approved Vehicle Replacement
2008245	2008245	2021 DODGE DURANGO	1C4SDHCT6MC864105	Approved Vehicle Replacement
1235	N/A	1992 MARIN E1874BH	404EH7412P1001235	Approved Vehicle Replacement
2006662	2006662	2016 CHEVROLET SILVERADO	1GCNCNEC4GZ252112	Approved Vehicle Replacement
2007200	2007200	2018 FORD F150	1FTFW1EG0JFB60110	Approved Vehicle Replacement
2008196	2008196	2021 TOYOTA TUNDRA	5TFDY5F12MX983395	Approved Vehicle Replacement
2008250	2008250	2021 TOYOTA TUNDRA	5TFHY5F17MX015956	Approved Vehicle Replacement
2007410	2007410	2018 FORD EXPLORER	1FM5K7D80JGB58755	Approved Vehicle Replacement
332289	401398	2008 JOHN DEERE TS	W04X2SD0332289	Approved Vehicle Replacement
401587	401587	2010 JOHN DEERE GATOR	M04X2SD052098	Approved Vehicle Replacement
21721	401332	2007 JOHN DEERE TS	W04X2SD021721	Approved Vehicle Replacement
21720	401335	2007 JOHN DEERE TS	W04X2SD021720	Approved Vehicle Replacement
80761	401408	2008 KUBOTA RTV900	80761	Approved Vehicle Replacement
2008248	2008248	2021 BMW X4	5UX2V1C07M9H69920	Approved Vehicle Replacement
K63764	N/A	2015 BMW X5	5UXKR0C50F0K63764	Confiscated
J267316	N/A	2017 CHEVROLET TRAVERSE	1GNKRFED8HJ267316	Confiscated
U295146	N/A	2008 TOYOTA AVALON	4T1BK36B28U295146	Confiscated
L817617	N/A	2012 NISSAN VERSA	3N1CN7AP8CL817617	Confiscated
23277	402107	2007 R&R PRODUCTS R101253	23277	Approved Vehicle Replacement

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260878	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Transportation			Date Submitted:	06/25/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – MM			Multiple Depts?	No
Agenda Type	Award				

Item of Business: Locked by Purchasing: No

BL078-26, Brushy Fork Road (Rozena Place to Lilly Brook Drive) pedestrian improvement project, to Peach State Construction Company, LLC, amount not to exceed $679,038.70. This project is funded by the 2017 SPLOST Program.

Attachments	Summary Sheet, Justification Letter, Tabulation, Justification Support
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	Award
BAC Action:	
Department Head	eeaponte (6/25/2026)
Attorney	tllettsome (7/6/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	*	$679,039	brainey (7/6/2026)

Finance Comments	FinDir's Initials
*Amount available in Brushy Fork Road - Grace Snell Middle School project. Adjust budget to align with approval of this award.	raroyal (7/6/2026)

☑ Budget Adjust ☑ Grand Jury

County Clerk Use Only

PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – BL078-26 Brushy Fork (from Rozena Place to Lilly Brook Drive) Pedestrian Improvement Project	
PURPOSE:	This project will construct sidewalks along the east side of Brushy Fork Road from Rozena Place to Lilly Brook Drive. The project also includes installation of curb and gutter and associated drainage improvements within the project limits.
LOCATION:	District 3/Watkins
AMOUNT TO BE SPENT:	$679,038.70
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:	1,362 13 plan holders 69 website viewings
NUMBER OF RESPONSES:	9
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:	90 available days from issuance of Notice to Proceed

COMMENTS:

GWINNETT COUNTY
DEPARTMENT OF TRANSPORTATION
446 West Crogan Street, Suite 410 | Lawrenceville, GA 30046-2440
770.822.7400
GwinnettCounty.com

MEMORANDUM

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

THROUGH: Edgardo E. Aponte, P.E., Director
Department of Transportation

FROM: Erica Brizzee, P.E., Assistant Director ECB
Department of Transportation

SUBJECT: **Recommendation to Award BL078-26**
Brushy Fork Road (Rozena Place to Lilly Brook Drive), F01552.1

DATE: June 24, 2026

REQUESTED ACTION

The Department of Transportation recommends award of the above referenced contract to Peach State Construction Company, LLC, in an amount not to exceed $679,038.70.

DESCRIPTION

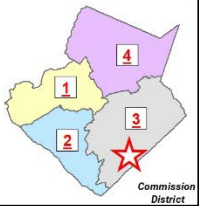
This project will construct sidewalks along the east side of Brushy Fork Road from Rozena Place to Lilly Brook Drive. The project also includes installation of curb and gutter and associated drainage improvements within the project limits. This contract is funded by the 2017 SPLOST Program.

References checked? __X__ Yes _____ No

FINANCIAL

1. Estimated amount to be spent: $679,038.70
2. Do total obligations agree with "Action Requested"? Yes __X__ No ___
3. Budgeted: Yes __X__ No ___
4. Grant Funded: Yes ____ No __X__
5. SPLOST Funded: Yes __X__ No ___
6. Contact name: Beth Theodros Contact phone: 770.822.7470

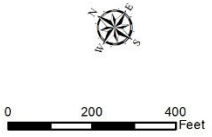
BRUSHY FORK ROAD (ROZENA PLACE TO LILLY BROOK DRIVE)(F01552.1)



Gwinnett Transportation

PROJECT DESCRIPTION SUMMARY:

This project will construct sidewalks along the east side of Brushy Fork Road from Rozena Place to Lilly Brook Drive. The project also includes installation of curb and gutter and associated drainage improvements within the project limits. This contract is funded by the SPLOST Program



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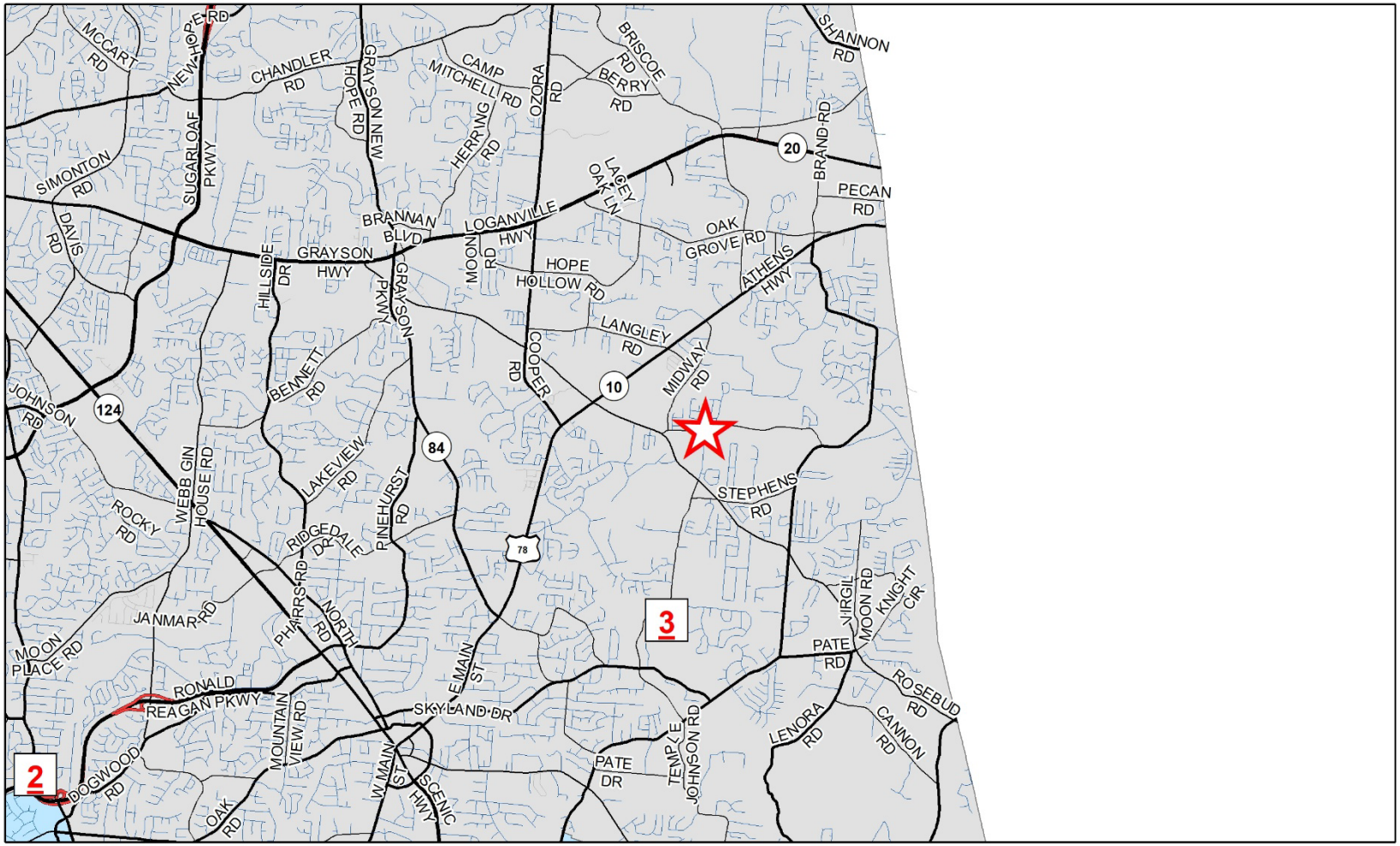
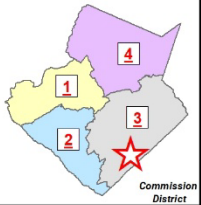
BRUSHY FORK ROAD (ROZENA PLACE TO LILLY BROOK DRIVE)(F01552.1)





Gwinnett Transportation

PROJECT DESCRIPTION SUMMARY:

This project will construct sidewalks along the east side of Brushy Fork Road from Rozena Place to Lilly Brook Drive. The project also includes installation of curb and gutter and associated drainage improvements within the project limits. This contract is funded by the SPLOST Program

0 3,500 7,000 Feet

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Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260873	

☑ Grants ☐ Public Hearing ☐ Renewals

Department:	Transportation			Date Submitted:	06/24/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	prbrown			Multiple Depts?	
Agenda Type	Approval/authorization				

Item of Business: Locked by Purchasing: No

to apply for and accept, if awarded, Federal Transit Administration Section 5307 and 5339 formula grant funds, in the total amount of $8,927,059.00, with a required local match of $2,231,765.00. These grant funds will provide assistance for Ride Gwinnett's operating expenses, required safety and security expenditures, and bus/infrastructure purchases. Approval/authorization for the Chairwoman or designee to execute any and all related documents.

Attachments	Justification Letter, Action List
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	Approval
BAC Action:	
Department Head	eeaponte (6/24/2026)
Attorney	tllettsome (7/9/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Grants	*	$8,927,059	brainey (7/8/2026)
Yes	Transit Op	**	$1,969,336	
Yes	Transit R&E	***	$262,429	

Finance Comments	*A grant budget will be established upon acceptance and awarding agency approval; adjust revenue and appropriations as necessary. **The balance in Professional Services will be checked as items are purchased and services are provided. ***Amount available in Bus Stop Amenities and Transit Bus Replacement projects. For FY2027, $2,231,765 is subject to budget approval.	FinDir's Initials: raroyal (7/8/2026)

☑ Budget Adjust ☑ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

GWINNETT COUNTY
DEPARTMENT OF TRANSPORTATION
446 West Crogan Street, Suite 410 | Lawrenceville, GA 30046-2440
770.822.7400
GwinnettCounty.com

MEMORANDUM

TO: Chairwoman
District Commissioners

FROM: Edgardo E. Aponte, P.E., Director
Department of Transportation

SUBJECT: **Approval/Authorization to Apply for and Accept Federal Transit Administration Grants**

DATE: June 24, 2026

ITEM OF BUSINESS

Approval/authorization to apply for and accept, if awarded, Federal Transit Administration Section 5307 and 5339 formula grant funds, in the total amount of $8,927,059.00, with a required local match of $2,231,765.00. These grant funds will provide assistance for Ride Gwinnett's operating expenses, required safety and security expenditures, and bus/infrastructure purchases. Approval/authorization for the Chairwoman or designee to execute any and all related documents.

BACKGROUND AND DISCUSSION

The Federal Transit Administration FY2026 Section 5307and 5339 formula grant funds total $8,927,059.00 (80%) and require a match of $2,231,765.00 (20%) in local funds. The grant funding will provide federal assistance for Ride Gwinnett's operating expenses, required safety and security expenditures, and bus/ infrastructure purchases. Local matching funds for the capital projects are included in the 2027 capital budget request. The local match for operating expense items is included in the 2027 Transit Operating budget request.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7433.

FUNDING SCHEDULE FY2026 FORMULA FUNDING: SECTION 5307 & 5339
GCID 20260873

FUNDING SCHEDULE SECTION 5307

Fiscal Year	Fund	Child Cost Center	Child Account/ GL	Project Award	Project Task		Amount	Comment
					OPERATING			
2027	572	41013	500140	GTBD	TBD	$	7,716,270.00	Capital Cost of Contracting (Federal) FFY 2026
2027	572	41013	500140	GTBD	TBD	$	161,074.00	Capital Cost of Contracting (Federal) FFY 2023 Transfer from Hall
2027	572	41013	400201			$	7,877,344.00	Capital Cost of Contracting (Federal Revenue) FFY 2026/ Transfer
2027	572	41013	500140	GTBD	TBD	$	1,969,336.00	Capital Cost of Contracting (Local) FFY 2026/FFY 2021 Transfer from Hall
					CAPITAL			
2027	573	P4103	500556	E00237	5.4.1.2	$	137,440.00	Safety/ Security Requirement (Federal) FFY 2026
2027	573	P4103	500556	E00237	5.4.1.2	$	2,869.00	Safety/ Security Requirement (Federal) FFY 2021 Transfer from Hall
2027	573	P4103	400203			$	140,309.00	Safety/ Security Requirement (Federal Revenue)FFY 2026/ Transfer
2027	573	P4103	500556	E00237	5.4.1.1	$	34,360.00	Safety/ Security Requirement (Local) FFY 2026
2027	573	P4103	500556	E00237	5.4.1.1	$	717.00	Safety/ Security Requirement (Local) FFY 2021 Transfer from Hall

FUNDING SCHEDULE SECTION 5339

Fiscal Year	Fund	Child Cost Center	Child Account/ GL	Project Award	Project Task		Amount	Comment
					CAPITAL			
2027	573	P4103	500571	E00202	4.4.4.8	$	902,447.00	Transit Bus Replacement (Federal) FFY 2026
2027	573	P4103	500571	E00202	4.4.4.2	$	6,959.00	Transit Bus Replacement (Federal) FFY 2023 Transfer from Hall County
2027	573	P4103	400203			$	909,406.00	Transit Bus Replacement (Federal Revenue) FFY 2026/ Transfer
2027	573	P4103	500571	E00202	4.4.4.7	$	225,612.00	Transit Bus Replacement (Local) FFY 2026
2027	573	P4103	500571	E00202	4.4.4.1	$	1,740.00	Transit Bus Replacement (Local) FFY 2023 Transfer from Hall County

ACTION REQUESTED
Federal Transit Administration (FTA)
FOR APPROVAL BY THE BOARD OF COMMISSIONERS
BOC Meeting July 14, 2026 (GCID 2026-0873)

1. Acceptance of grant awards from the **Federal Transit Administration (FTA)**; 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 **Federal Transit Administration (FTA)** 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 **Federal Transit Administration (FTA)** municipalities, nonprofit agencies, County agencies, federal and state agencies, subrecipient, program participants and financial institutions, etc. for project implementation, as specified by the **Federal Transit Administration (FTA)**, 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 **Federal Transit Administration (FTA)** 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 **Federal Transit Administration (FTA)**.

7. The County Administrator is authorized to review the final grant agreement and decline the **Federal Transit Administration (FTA)** grant if the terms are deemed unacceptable or infeasible, and to direct other Gwinnett County staff to carry out any actions necessary to decline the grant as determined.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260817	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Water Resources			Date Submitted:	06/17/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – AW			Multiple Depts?	No
Agenda Type	Award				

Item of Business: Locked by Purchasing: No

BL053-26, North Chattahoochee interceptor improvements phase 2, to JDS, Inc., amount not to exceed $11,241,672.00.

Attachments	Summary Sheet, Justification Letter, Tabulation, Justification Support

Authorization: Chairwoman's Signature? Yes

Staff Recommendation	Award
BAC Action:	Water and Sewerage Authority Approved on June 29, 2026, Vote 4-0.
Department Head	rmshelton (6/22/2026)
Attorney	nlwood (7/2/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Water & Sewer R&E	*	$11,241,672	brainey (7/2/2026)

Finance Comments	*Upon approval, adjust appropriations from Admin / Revenues - Fund 504 project to N. Chattahoochee Interceptor Exp Phase II project. For FY2026, $1,605,953 is allocated. For FY2027, $9,635,719 is subject to budget approval.	FinDir's Initials: raroyal (7/1/2026)

☑ Budget Adjust ☑ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session		Vote	No Action Taken
Action	New Item		
Tabled			
Motion			
2nd by			

SUMMARY – BL053-26 North Chattahoochee Interceptor Improvements Phase 2	
PURPOSE:	This project includes the construction of approximately 1.25 miles of gravity sewer along the Chattahoochee River northeast of Rogers Bridge Road in the City of Duluth. The new 54-inch gravity sewer will provide sewer capacity for development in the northern area of the county and is a continuation of the Phase 1 sewer project completed in 2021.
LOCATION:	District 1/Carden
AMOUNT TO BE SPENT:	$11,241,672.00
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:	1,467 18 pre-qualified contractors 12 plan holders 125 website viewings
NUMBER OF RESPONSES:	9
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:	420 consecutive calendar days from issuance of Notice to Proceed

COMMENTS:

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth2o.com

MEMORANDUM

TO: Anna West
Purchasing Associate II

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

FROM: Kristopher Campbell, PE
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Award BL053-26
North Chattahoochee Interceptor Improvements Phase 2
Project Number: F01474.1
District 1/Carden

DATE: May 20, 2026

REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract to JDS, Inc. in the amount of $11,241,672.00.

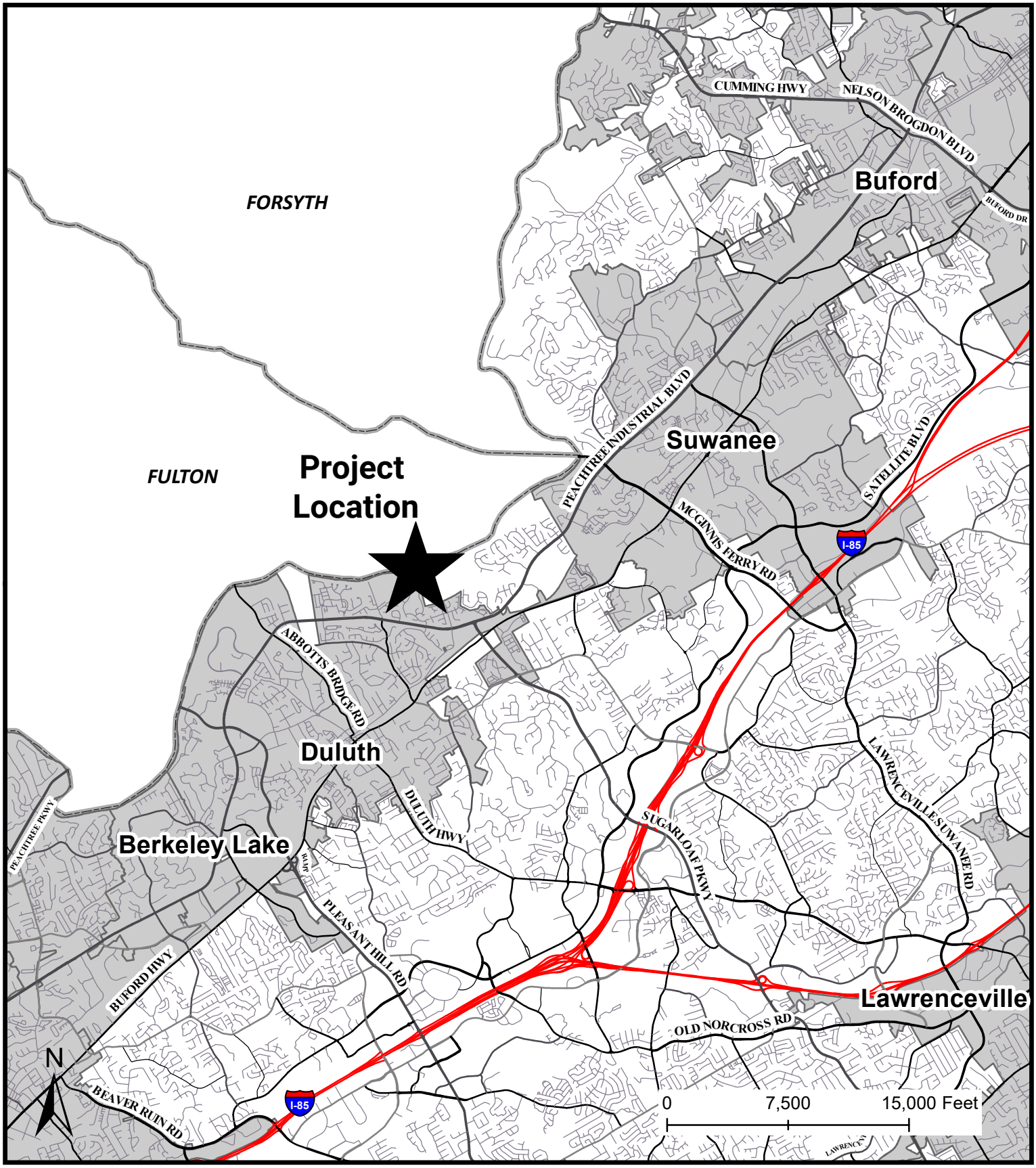
DESCRIPTION

This project includes the upsizing of approximately 1.25 miles of gravity sewer along the Chattahoochee River northeast of Rogers Bridge Road located in the City of Duluth and unincorporated Gwinnett County. The existing 30-inch to 36-inch diameter gravity sewer will be upsized to 54-inch diameter pipe to provide sewer capacity for future growth and redevelopment in the northern portion of the County.

References checked? Yes X No ____

FINANCIAL

1. Estimated amount to be spent: $11,241,672.00
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 ____ No X N/A ____
5. Grant Funded: Yes ____ No X
6. SPLOST Funded: Yes ____ No X
7. Contact name: Adam Garmon Contact phone: 678-376-7181

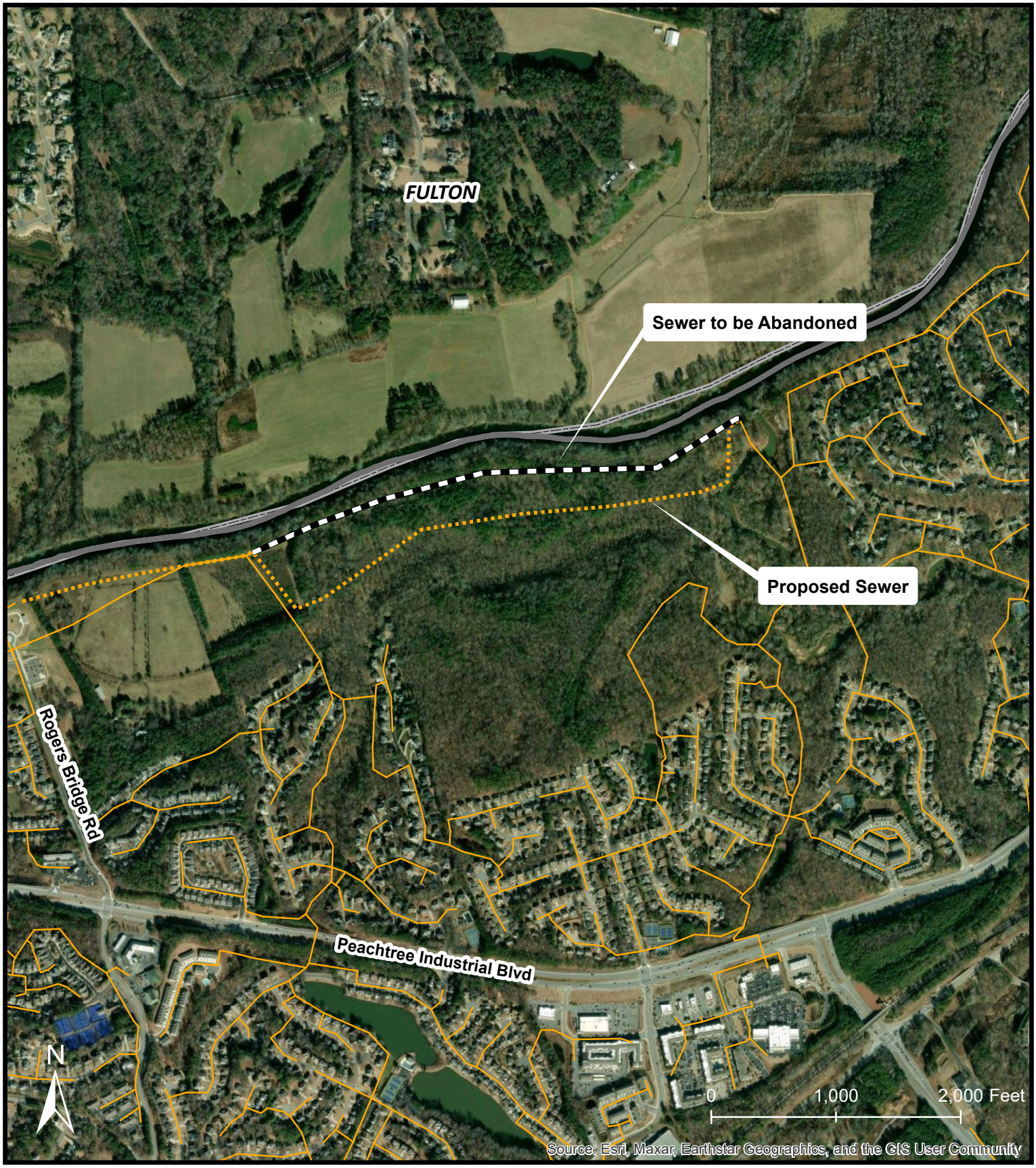


Project Information

Project Name: North Chattahoochee Interceptor Improvements Phase 2

Project Number: F01474.1

Commission District: 1 - Carden



Project Information

Project Name: North Chattahoochee Interceptor Improvements Phase 2

Project Number: F01474.1

Commission District: 1 - Carden

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260818	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Water Resources			Date Submitted:	06/17/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – AW			Multiple Depts?	No
Agenda Type	Award				

Item of Business: Locked by Purchasing: No

BL044-26, purchase of 108-inch slide gates at the Lanier Filter Plant, to The TDH Company GA, LLC, amount not to exceed $440,909.47.

Attachments	Summary Sheet, Justification Letter, Tabulation
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Award
BAC Action:	
Department Head	rmshelton (6/22/2026)
Attorney	nlwood (7/2/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	$440,909	brainey (7/2/2026)

Finance Comments	FinDir's Initials
*Amount available in Lanier FP Rehab/Replacement project. Adjust budget to align with approval of this award.	raroyal (7/1/2026)

☑ Budget Adjust ☑ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – BL044-26 Purchase of 108-Inch Slide Gates at the Lanier Filter Plant	
PURPOSE:	This contract is for the purchase of four 108-inch slide gates. These gates will replace gates which control the flow of water in the Clearwells at the Lanier Filter Plant. The gates being replaced were identified for replacement through condition assessments as part of the asset management program.
LOCATION:	Lanier Filter Plant
AMOUNT TO BE SPENT:	$440,909.47
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:	1,091 331 website viewings
NUMBER OF RESPONSES:	5
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:	Approximately 20 weeks from the issuance of Notice to Proceed

COMMENTS:

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth2o.com

MEMORANDUM

TO: Anna West
Purchasing Associate II

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

FROM: Sean Meyer SM
Deputy Director, Facility Operations

SUBJECT: Recommendation to Award BL044-26 Purchase of 108-Inch Slide Gates for the Lanier Filter Plant

DATE: June 12, 2026

REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract to The TDH Company GA, LLC in an amount not to exceed $440,909.47.

DESCRIPTION

This contract is for the purchase of four 108-inch slide gates. These gates will replace gates which control the flow of water in the Clearwells at the Lanier Filter Plant. The gates being replaced were identified for replacement through condition assessments as part of the asset management program.

FINANCIAL

1. Estimated amount to be spent: $440,909.47
2. Projected amount spent previous contract period: N/A
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ___
5. Grant Funded: Yes ___ No X
6. SPLOST Funded: Yes ___ No X
7. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 AG

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260841	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Water Resources			Date Submitted:	06/23/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – JC			Multiple Depts?	No
Agenda Type	Award				

Item of Business: Locked by Purchasing: No

OS026-26, purchase of Fortinet products and services on an annual contract (July 15, 2026 through July 14, 2027), to CDW Government, Inc., using a competitively procured State of Georgia contract, amount not to exceed $278,311.00.

Attachments	Summary Sheet, Justification Letter
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Award
BAC Action:	
Department Head	rmshelton (6/29/2026)
Attorney	jennyscarter (7/10/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	$138,816	brainey (7/10/2026)
Yes	Water & Sewer Op	**	$139,495	

Finance Comments	*Amount available in F. Wayne Hill WRC Rehab/Replacement, Lanier FP Rehab/Replacement, and Pump Station Rehab/Replacement 2 projects. **The current balance in Technical - License Support Agreements is checked as items are purchased and services are provided. For FY2026, $208,772 is allocated. For FY2027, $69,539 is subject to budget approval.	FinDir's Initials: raroyal (7/10/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – OS026-26 Purchase of Fortinet Products and Services on an Annual Contract	
PURPOSE:	This contract is for products and services used to operate and maintain the Fortinet software and hardware used to provide firewall protection for the Supervisory Control and Data Acquisition (SCADA) system software. The SCADA system is a combination of software and hardware that allows water and wastewater operators to monitor and control critical water and wastewater processes and equipment throughout the County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$278,311.00
PREVIOUS CONTRACT AWARD AMOUNT:	$99,633.48
AMOUNT SPENT PREVIOUS CONTRACT:	$99,633.48
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	The previous contract only included the purchase of software. An accurate increase/decrease cannot be calculated due to a change in the scope for the upcoming contract period.
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:	July 15, 2026 through July 14, 2027

COMMENTS:

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth2o.com

MEMORANDUM

TO: Jenny Coleman
Purchasing Associate II

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

FROM: Sean Meyer SM
Deputy Director, Facility Operations

SUBJECT: Recommendation for Award of OS026-26 Purchase of Fortinet Products and Services on an Annual Contract

DATE: June 12, 2026

REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract to CDW Government, Inc. in an amount not to exceed $278,311.00.

DESCRIPTION

This contract is for products and services to operate and maintain the Fortinet software and hardware used to provide firewall protection for the Supervisory Control and Data Acquisition (SCADA) system software. The SCADA system is a combination of software and hardware that allows water and wastewater operators to monitor and control critical water and wastewater processes and equipment throughout the County.

Gwinnett County is leveraging the State of Georgia contract for Software Category 1: End User Software, 99999-SPD-SPD0000060-0004, ensuring compliance with state procurement standards and leveraging pre-negotiated pricing for cost savings.

FINANCIAL

1. Estimated amount to be spent: $278,311.00
2. Projected amount to be spent previous contract period: $99,633.48
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ___
5. Grant Funded: Yes ___ No X
6. SPLOST Funded: Yes ___ No X
7. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 AG

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260863	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Water Resources			Date Submitted:	06/24/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	Purchasing – Katie Maldonado – JC			Multiple Depts?	No
Agenda Type	Award				

Item of Business: Locked by Purchasing: No

SS021-26, provision of products and services for Howden blowers on an annual contract (July 15, 2026 through July 14, 2027), to Howden USA Company, amount not to exceed $495,000.00.

Attachments	Summary Sheet, Justification Letter, Justification Support
Authorization: Chairwoman's Signature?	No
Staff Recommendation	Award
BAC Action:	
Department Head	rmshelton (6/24/2026)
Attorney	nlwood (7/8/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	$290,000	brainey (7/6/2026)
Yes	Water & Sewer Op	**	$205,000	

Finance Comments	*Amount available in F. Wayne Hill WRC Rehab/Replacement project. **The current balance in Supplies - Industry R&M is checked as items are purchased and services are provided. For FY2026, $390,000 is allocated. For FY2027, $105,000 is subject to budget approval.	FinDir's Initials: raroyal (7/6/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

SUMMARY – SS021-26 Provision of Products and Services for Howden Blowers on an Annual Contract	
PURPOSE:	This contract is used for the purchase of products, parts, and services for Howden blowers. There are 16 blowers in use at the water reclamation facilities. There are six at the F. Wayne Hill Water Resources Center, six at the Yellow River Water Reclamation Facility, and four at the Crooked Creek Water Reclamation Facility. These blowers provide the air needed to operate the bioreactors and are critical to the wastewater treatment process.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	$495,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	$450,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	$355,902.00
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:	July 15, 2026 through July 14, 2027

COMMENTS:

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth2o.com

MEMORANDUM

TO: Jenny Coleman
Purchasing Associate II

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

FROM: Sean Meyer SM
Deputy Director, Facility Operations

SUBJECT: Recommendation to Award SS021-26 Provision of Products and Services for Howden Blowers on an Annual Contract

DATE: June 5, 2026

REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract with Howden USA Company in an amount not to exceed $495,000.00.

DESCRIPTION

This contract is used for the purchase of products, parts, and services for Howden blowers. There are 16 blowers in use at the water reclamation facilities. There are six at the F. Wayne Hill Water Resource Center, six at the Yellow River Water Reclamation Facility, and four at the Crooked Creek Water Reclamation Facility. These blowers provide the air needed to operate the bioreactors and are critical to the wastewater treatment process.

FINANCIAL

1. Estimated amount to be spent: $495,000.00
2. Projected amount spent previous contract period: $355,902.00
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ___
5. Grant Funded: Yes ___ No X
6. SPLOST Funded: Yes ___ No X
7. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 AG

SS021-26

GWINNETT COUNTY
FINANCIAL SERVICES | PURCHASING

SOLE SOURCE APPROVAL FORM

About this form: Sole Source procurement may be used to purchase goods/services from a single source, when only one vendor possesses the unique and singularly available capability to meet the requirement, with pre-approval from the Purchasing Division through a Sole Source Approval Form. Return the completed form and supporting documentation to the Purchasing Division for consideration. Refer to Purchasing Ordinance Part 3, Section VI for more information. If an agenda request is required, the Purchasing Division will prepare the agenda request.

Requesting Department: Water Resources
(Note: if requesting for multiple departments, please type them in the field above)

Purchasing Associate: Jenny Coleman JRC BB 4/16/26

Description of proposed procurement:

Products and Services for Howden USA Company brand Turblex Blowers

Reason for sole source request:

Howden Is the exclusive factory-authorized provider of OEM parts and services for these units in North America. Howden will not provide any technical information or support to any unauthorized entity. Purchase orders are to be issued to Howden USA Company.

The Department of Water Resources has Six Turblex blowers at F. Wayne Hill WRC, six Turblex blowers at Yellow River WRF and four Turblex blowers at Crooked Creek WRF. These blowers are considered critical equipment in the wastewater treatment process and supply the air needed for providing an oxygen source to the organisms used to treat wastewater in our facilities.

Sole Source Provider: Howden USA Company **To be competitively procured?** ☐ Yes ☑ No

Additional costs/savings:

Benefits to the County: Sole Source approval allows for more responsive addressing of emergency and urgent issues that arise with the operation, maintenance, and repair of this equipment.

Anticipated annual expenditure: First year expenditure approx. $495,000.00. Subsequent years' spend based on need.

Requested validity period: Five Years **Submitted by**: Sean Meyer **Date**: 6/12/2026

Department Director Approval: RShelton **Date approved**: 6/15/2026

Required Attachments: Unexpired quote; sole source letter from sole source provider; other supporting documentation

PURCHASING DIVISION USE ONLY BELOW THIS LINE

Purchasing Director Approval: Holly Cafferty **Date approved**: 4-16-26 **Expiration date**: 6-16-31

Anticipated agenda date if Board of Commissioners approval is required: 7/14/26

Is an SRM Contract Required? ☑ Yes ☐ No

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20260824	

☐ Grants ☐ Public Hearing ☐ Renewals

Department:	Water Resources			Date Submitted:	06/18/2026
Working Session:	07/14/2026	Business Session:	07/14/2026	Public Hearing:	
Submitted By:	gmtodaro			Multiple Depts?	
Agenda Type	Approval/authorization				

Item of Business: Locked by Purchasing: No

for the Chairwoman to execute Encroachment Agreements and any related documents with Colonial Pipeline Company and Georgia Power Company for the extension of the existing water main located at 5250 Peachtree Industrial Boulevard.

Attachments	Justification Letter, Contracts, Maps
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	
BAC Action:	
Department Head	rmshelton (6/18/2026)
Attorney	nlwood (7/8/2026)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	brainey (7/8/2026)

Finance Comments	FinDir's Initials
*No budget impact.	raroyal (7/6/2026)

☐ Budget Adjust ☐ Grand Jury

County Clerk Use Only PH was Held? ☐

Working Session	
Action	New Item
Tabled	
Motion	
2nd by	
Vote	No Action Taken

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
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MEMORANDUM

TO: Chairwoman
District Commissioners

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

FROM: Kevin Middlebrooks
Deputy Director, Department of Water Resources

SUBJECT: Approval/Authorization to Execute Encroachment Agreements with Colonial Pipeline Company and Georgia Power Company
Commission District 1/Carden

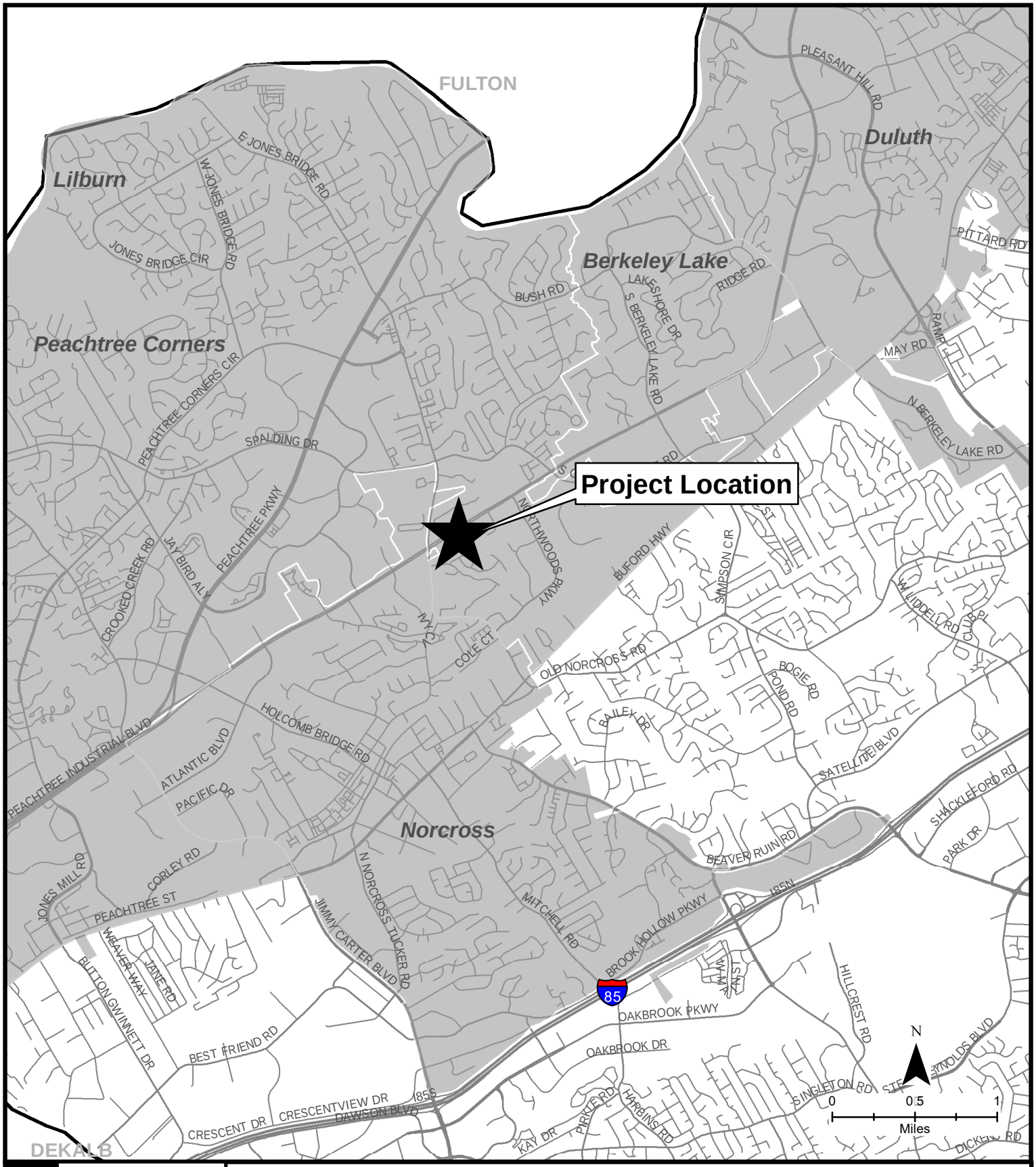
DATE: May 27, 2026

REQUESTED ACTION

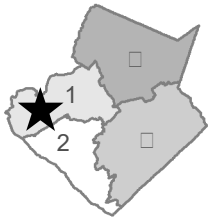
The Department of Water Resources requests approval/authorization for the Chairwoman to execute Encroachment Agreements and any related documents with Colonial Pipeline Company and Georgia Power Company for the extension of the existing water main located at 5250 Peachtree Industrial Boulevard.

DESCRIPTION

The Gwinnett County Department of Water Resources has a planned water main project located at 5250 Peachtree Industrial Boulevard to install approximately 480 linear feet of new 16-inch water main to close a gap between two existing 16-inch water mains. This project is located within the County right-of-way and will cross over two existing transmission mains operated by Colonial Pipeline Company and through an existing Georgia Power Company easement. Therefore, encroachment agreements with the Colonial Pipeline Company and Georgia Power Company are required to construct and maintain the water main.



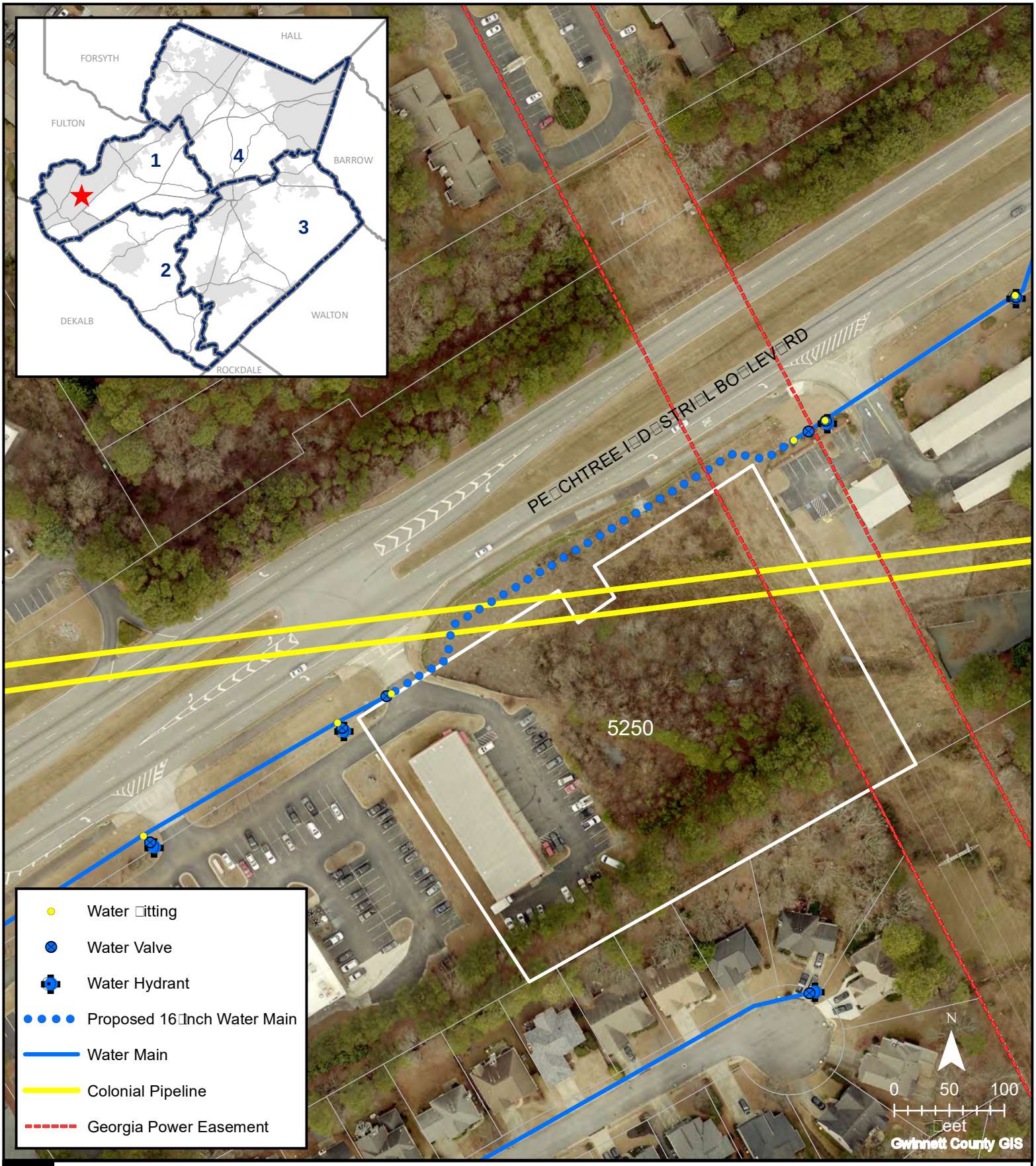
Location



Project Name: Encroachment Agreements with Colonial Pipeline Company and Georgia Power Company for the 5250 Peachtree Industrial Boulevard 16-inch Water Main Project

Commission District: 1 - Kirkland Carden

Date: 2/2025



Project Information

Project Name: Encroachment □greements with Colonial Pipeline Company and Georgia Power Company □or the 5250 Peachtree Industrial Boulevard 16□inch Water Main Pro□ect

Commission District: 1 □□ir□land Carden

Date□□2□2025

Colonial Pipeline Company

Colonial Pipeline Company
Robert E Jack
Right of Way Supervisor
391 Scruggs Road
Ringgold, Georgia 30736

Encroachment No.: JRD-502-118.1-2025-16
Date: 8/21/2025

Encroaching Party:
Gwinnett County
684 Winder Highway
Lawrenceville, GA 30045
P.J. Martin : Construction Manager
patrick.martin@gwinnettcounty.com
678 376 7097

Re: Encroachment Agreement – CPC Loc. **502**, Tract No. **118.1,** Map: **502036M,** Line No. **1** Line No. **2** and Line at ; Station Numbers **ES 367922 LINE 2, AND ES 150045 LINE 1,** City of **Peachtree Corners**, State of **Georgia.**

Colonial Pipeline Company has no objections to your proposed 16 INCH WATER MAIN upon Colonial's **36 INCH LINE 2 & 40 INCH LINE 1** petroleum products pipeline(s) as approved by Colonial's field representative, and depicted on **Exhibit A** attached hereto, subject to the following conditions:

1. Notify State utilities protection center, in accordance with local, State and Federal laws. Colonial will not inspect or approve any work, until a locate notice (Dial 811) has been issued. Notify **ROW Inspector** by cell phone at **470 989 1184** at least two (2) working days prior to any construction, subsequent maintenance, or repair, so that Colonial may provide a representative on the site. If they cannot be reached, then notify **Robert Jack** at **678-223-5020**.

2. No excavation or construction is permitted over Colonial's pipeline(s) or within its right of way without a Colonial representative being present. The location of the pipeline(s) shall be identified prior to the beginning of any mechanical excavation work. If the location of the pipeline(s) is not known, only hand excavation will be allowed. Based on circumstances at the encroachment site, Colonial's representative has the authority to determine the extent of hand excavation required. However, absent special permission from Colonial's Representative, no mechanized ditching or excavation shall be allowed within five (5) feet of the extremities of the pipelines. **IN ANY EVENT, ALL EXCAVATION WITHIN TWO (2) FEET OF THE PIPELINE(S) MUST BE ACCOMPLISHED BY**

HAND. Where hand excavation is required, the encroaching party must provide adequate manpower to perform that work. Sub grading, grading, and placement of fill over Colonial's pipeline(s) will require the approval of Colonial's field representative as to method and extent.

3. Full access must be maintained to the pipeline(s) at all times. Stockpiling of fill, including spoil, or topsoil over the pipeline(s), is not permitted, unless approved by the Colonial representative.

4. Underground utilities (i.e. storm drains, water lines, telephone, electric, etc.) may cross the easement, providing they maintain a minimum vertical clearance of twenty four (24) inches, **except where horizontal directional drilling methods are used, then sixty (60) inches will be required** over or under Colonial's pipeline(s), and cross at as near a perpendicular angle as practical. Septic drain fields and or sewage drains used for percolation are not permissible inside the pipeline easement. All utility crossings of Colonial's pipeline(s) and respective easements must be constructed of galvanized steel, ductile iron double wrapped with poly wrap, reinforced concrete, or schedule 80 PVC for the entire width of the right of way being crossed.

5. Blasting within the immediate vicinity of Colonial's right of way shall be conditionally allowed. The contractor, planning blasting within 200 feet (6l m) of a pipeline or when scaled distance values at the pipeline are less than 50, must give advance notification of proposed blasting and submit a completed blasting plan (Form 3005), to be approved by Colonial, prior to the commencement of any blasting operations. A Colonial inspector is required to be on site to observe all drilling, loading, and blasting operations. The contractor shall provide in-progress seismic readings and blasting reports as required in Colonial Standard ES-13-108. All blasting operations must meet the requirements of this standard as well as Occupational Health and Safety regulations contained in CFR Title 29, Part 1926, Subpart U – Blasting and Use of Explosives.

6. Any erosion control measures required for your development including temporary diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways that may influence or contribute to the degradation of Colonial's right of way will require the approval of Colonial's field representative as to equipment and method. Under no circumstances shall water be impounded on the pipeline(s) right of way.

7. Upon request of the encroaching party, landowner or their agents, Colonial will determine the approximate location of its pipeline(s) and right of way limits; however, in doing so, Colonial makes no warranty as to the accuracy of the locations and measurements given. Colonial also cannot provide assurance that its permanent line markers are positioned directly over its pipeline(s).

8. Original vegetation on Colonial's right of way shall not be disturbed except in areas of approved construction and approved equipment crossings. Highly visible plastic fence or other approved temporary barricade will be required at contractor's expense along Colonial's easement boundaries if Colonial's field representative deems it necessary; to ensure that contractor traffic does not travel over the pipeline(s).

9. Permanent structures are not permitted on the right of way. Manholes, junction boxes, valve boxes, fire hydrants, service meters, storm drain inlets, and utility poles are considered permanent structures. No fences or temporary structures shall be allowed in the right of way without the express approval of Colonial's representative. Temporary structures include such items as signs, trailers, temporary power poles, etc.

10. Heavy equipment shall not be permitted to operate over the pipeline(s) unless earth padding has been provided to protect the pipeline from vibrating. Temporary equipment crossings over the pipeline(s) are permitted with six (6) vertical feet of cover over the pipeline(s) at selected locations as approved by Colonial's field representative. Depth of pipe as determined by test holes will determine amount of temporary fill required. Colored sheets of plastic shall be placed under the temporary fill at original grade so that original grade will not be disturbed when temporary fill is removed. No equipment or vehicles may be parked on the right of way. No material may be stored on the right of way.

11. The encroaching party acknowledges that Colonial's pipelines utilize impressed electrical current ("cathodic protection") for the protection of the steel. Only Colonial personnel will correct any loss of this protection caused by the encroaching party. The cost to correct this damage will be paid by the encroaching party. Further, encroaching party recognizes there may be some risk of damage to your facilities because they are in close proximity to said cathodic protection system and, therefore, any damages to encroaching party's facilities resulting from Colonial's impressed electric current shall be encroaching party's responsibility.

12. Only low growing ornamental type shrubbery with a maximum expected height of four (4) feet shall be allowed within the right of way. In addition, no pipeline marker shall be obscured from public view.

13. Relocation or removal of Colonial's pipeline markers shall not be permitted without the approval of a Colonial representative. Pipeline markers made unusable or damaged shall be repaired or replaced at the encroaching party's expense.

14. Parallel occupancy of the pipeline's easement with road right of way, or utilities is not permitted. Crossing shall be as near as a perpendicular angle to the easement as practical.

15. All proposed roadways, driveways and parking areas should maintain a minimum of four feet (4') from top of pipe to top road surface and three (3) feet minimum vertical cover in open drainage or road ditches. Colonial's Engineering may increase these minimum requirements as determined by a stress analysis of the pipe, and other variable conditions and factors. Colonial may consider concrete protection slabs, per Colonial's specifications as an option, to be installed to protect the pipeline(s).

16. Any and all pipeline(s) within the proposed road, parking, or railway area, will be excavated and visually inspected, with the possible reapplication of pipeline coatings applied, by a Colonial contractor, at the full expense of the encroaching party. Colonial requires that the pipeline coating

system be evaluated for suitability of service in relation to the proposed encroachment. Should Colonial deem that the coating system is insufficient due to increased soil stresses or other factors, Colonial will, at the developer's expense, upgrade the pipeline coating to accommodate the proposed encroachment. Colonial will backfill the inspected area to its standard, and will not be held responsible for compaction. (NOTE: A Pipeline Accommodation Agreement for reimbursement to Colonial shall be executed between Colonial and the encroaching party prior to such adjustment.)

17. Cover above the pipeline(s) shall be a minimum of four (4) feet, and in general a maximum of six (6) feet, unless approved by the Right of Way Supervisor.

18. The burning of trash, debris, etc. shall not be permitted within Colonial's right of way.

19. Should any damage occur to the herein permitted encroachment, as a result of Colonial exercising any of its rights at any time, Colonial will not be responsible for said damage; and any expense or monetary cost involved in the repair of said damages will be borne by owners of said damaged encroachment.

20. To the extent allowed by the laws of the State of Georgia. Encroaching party agrees to defend and hold Colonial Pipeline Company harmless from all loss, cost, or other expense, including personal property and bodily injuries, whether occurring to it or to Colonial, or the respective employees, agents and servants of either, or to third parties, which are proximately caused by or arise from the installation, maintenance, or repair of the herein permitted works, with the exception of claims due to the sole negligence of Colonial Pipeline Company. This Encroachment Agreement shall be controlled by the law s of the State of Georgia. Venue in any dispute arising out of this Encroachment Agreement shall be solely in the Superior Cour t of Gwinnett County, Georgia and all defenses to s such venue are waived. To the fullest extent permitted by law, each party hereby knowingly, voluntarily, irrevocably and unconditionally waives the right to trial by jury with respect to any dispute, claim, counterclaim, or proceeding arising under the agreement; whether now existing or hereafter arising and whether sounding in contract, tort, or any other theory. Either party may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, irrevocable, and unconditional waiver by the parties to a trial by jury.

21. This approval is granted only to the extent of and with no actual or implied diminishment of Colonial's rights and interests and without either express or implied warranty.

22. Fences shall be constructed with gates sufficiently large enough to allow Colonial's personnel and equipment the right of ingress and egress. Fence posts shall be installed at least five (5) feet to the side of any pipeline, with the approval of the field representative.

23. If the approximate location of the pipeline(s) is required, steel prod bars, shovels, and electrical sending devices may be used by Colonial's field personnel only. It should be noted that these methods are only approximate and can be misleading. The exact location of the pipeline(s) can best be found with test pitting.

24. If test pitting is required to determine the exact location, and elevation, of the pipeline(s), the Encroaching party agrees to notify the undersigned at least two (2) working days in advance, so that he may provide a Colonial field representative to be at the site. This representative must be present during the test pitting for the protection of the pipeline(s), and for the common verification of its location. All costs for this test pitting, and for the Colonial representative, will be borne by the encroaching party. Any engineering based on Colonial or other design criteria stemming from the amount or location of this test pit data is the responsibility of the encroaching party.

25. Colonial reserves the right to open, cut, excavate and dig across the proposed road, railway, sidewalks, avenues, utility lines, or any other encroachment herein granted by this agreement, and in any such event, Colonial shall not be liable for the restoration of same, or the payment of any damages to the encroaching party to the fullest extent.

26. Excavation or grading which might result in erosion or which could render the right of way inaccessible shall not be permitted unless the encroaching party agrees to restore the area and provide protection to Colonial's pipeline(s). Any erosion control measures within the right of way including diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways will require approval of the Colonial representative, as to equipment and method.

27. If construction on the aforementioned project is not initiated within one calendar year of the date of this letter of agreement, then Colonial Pipeline shall have the right to reconsider the conditions and privileges herein granted, and have full right to alter same, dependent upon current protocol.

28. The encroaching party agrees that all work on Colonial's right of way shall be performed in a Workmanlike manner and in compliance with all applicable government and industry standards and codes.

29. Upon failure of the encroaching party, owner or his agents to comply with any of the Terms of this Agreement, Colonial will provide Encroaching Party with advance written notice of any intent to revoke this Agreement in its entirety, prevent same from continuing any activity in violation of the terms of this Agreement or its rights under its easements and prior agreements and make any necessary repairs or adjustments to its pipeline(s) or right of way with its own or contract forces at the expense of the party requesting the encroachment.

30. Colonial Pipeline Company will have the option of installing video surveillance camera(s) to provide continuous monitoring of its facilities.

31. Notwithstanding anything to the contrary in this Agreement, Encroaching Party is not allowed to perform the encroaching activities contemplated hereunder without first paying Colonial for any Accommodation Work necessary to be performed by Colonial to protect its pipeline(s) and rights of way from those encroaching activities. Additionally, if such Accommodation Work is required, the encroaching activities will not be initiated until said Accommodation Work is completed. Said Accommodation Work and estimate therefore should have been outlined in detail in previous

correspondence to Encroaching Party. If such previous correspondence has not been received, Encroaching Party is required to request same.

32. Should your project be ongoing in close proximity to Colonial's pipeline(s) for an extended period of time, it will be necessary for a Colonial representative to be on-site for a significant duration. Accordingly, since such extended inspection time is outside the scope of Colonial's normal operations, you will be billed $175.00 per man-hour for that representative's time. Colonial's policy is to bill for any inspection time in excess of a total of 10 hours (cumulative for that project) and for any evening, weekend or holiday time.

33. This agreement approves only the work specified above all utility encroachments will need to be approved by the local inspector for Colonial Pipeline Company.

34. The following special conditions shall apply, and be required for this project.

Please signify acceptance of the above conditions by a proper official in the space provided below, and return to the Right of Way Supervisor's office. Colonial Pipeline will notify you to proceed with your project upon receipt of the signed original.

Sincerely,

_____
Colonial Pipeline Representative

Encroachment No: JRD-502-118.1-2025-16

ACCEPTED AND AGREED TO THIS 21st DAY OF August 2025.

_____
(Signature)

_____
(Company)

BY:_____
(Name, typed or printed)

TITLE: _____
(Typed or printed)

Original: Right of Way Department

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd. NE
BIN 10151
Atlanta, GA 30308-3374

ENCROACHMENT AGREEMENT FOR EASEMENT

ENCROACHMENT ID: **E256425**

SUBJECT: **NORCROSS - OCEE 230KV TRANSMISSION LINE RIGHT-OF-WAY**

GEORGIA POWER COMPANY, hereinafter called the "Power Company," hereby consents for **GWINNETT COUNTY**, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being **125 feet in width** and extending in part through Land Lot **271**, **6th** District, of **Gwinnett County, Georgia**, on which the Power Company has constructed and now maintains and operates said electric transmission line(s) by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as **Exhibit A**.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of **16" Water main line** at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on the subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned and set forth in **Exhibit A** meet the Power Company's approval provided the Undersigned conforms to the terms and conditions set forth in **Exhibit B** attached hereto and made part hereof, as well as the following conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.

2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way 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").

3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.

4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.

5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned 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 Undersigned 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 Undersigned further agrees and covenants to warn all persons whom the Undersigned 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.

6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned 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, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.

7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's representative in Lawrenceville, Georgia, Phone: 470-208-4478, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.

8. The Undersigned agrees to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company, and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorneys' fees, costs 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.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above 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 which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, 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.

10. The Undersigned 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 said right(s)-of-way 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 upon request, said amount of insurance to be not less than $2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, 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 grows no more than fifteen (15) feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five (25) feet from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the **28** of **February, 2026,** this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the ____ day of _____, 20___.

UNDERSIGNED

WITNESS: _____ BY: _____

NAME: _____

NOTARY PUBLIC: _____ TITLE: _____

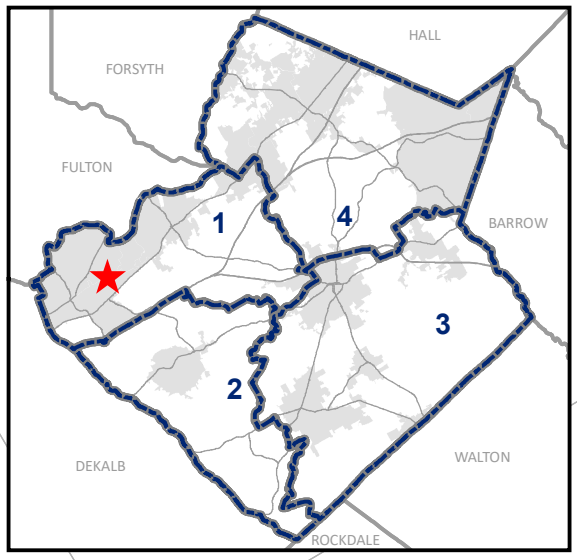
The Power Company has by its duly authorized agent executed this Agreement, this the ____ day of _____, 20___.

GEORGIA POWER COMPANY

WITNESS: _____ BY: _____

NAME: **Luis Rivera Garcia**

NOTARY PUBLIC: _____ TITLE: Area Transmission Maintenance Supervisor



EV#256425
Gwinnett County Dept. of Water Resources
5250 Peachtree Ind Blvd Peachtree Corners, GA 30071
Gwinnett Co./Land Lot 271/6th District
Reviewed by: MHA

125' Georgia Power Easement

Water main encroachment area

PEACHTREE INDUSTRIAL BOULEVARD

5180 Peachtree Industrial Blvd

Colonial Pipeline

5250 Peachtree Industrial Blvd

5260 Peachtree Industrial Blvd

Wyntree Ct

- Water Fitting
- Water Valve
- Water Hydrant
- Proposed 16-Inch Water Main
- Water Main
- Colonial Pipeline
- Georgia Power Easement

Project Information

Project Name: Encroachment Agreement with Colonial Pipeline and Ga Power Company for the 5250 Peachtree Industrial Blvd 16-inch Water Main Extension Project

Commission District: 1 - Kirkland Carden

EXHIBIT A
TO ENCROACHMENT AGREEMENT FOR EASEMENT

Date: 11/6/2025

EXHIBIT B
TO ENCROACHMENT AGREEMENT FOR EASEMENT

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 **Exhibit A**. 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 right-of-way and Undersigned shall remove the Encroachments within the time specified by Power Company. If Undersigned fails to do so, Power Company may remove the Encroachments at Undersigned's expense.
2. The Undersigned acknowledges that Power Company will operate heavy equipment upon and across the Right of Way Area and Power Company does not intend to take any additional precautions with respect to the use of such equipment. The Undersigned 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. All underground facilities shall be installed at a minimum depth of 48 inches and/or strength to withstand the passage of heavy construction and maintenance vehicles and equipment in accordance with GDOT standards for HS-20 loads and shall be clearly marked with marker posts, where applicable, in accordance with **Exhibit MP-1**.
4. All underground lines shall be clearly marked with a continuous ribbon of buried cable warning tape buried 12-18 inches above the facilities.
5. Adequate measures shall be installed to protect underground facilities from induced voltage within the right-of-way. It's the Undersigned sole discretion to determine if adequate measures shall be installed to protect its underground facilities from induced voltage within the right-of-way.
6. 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 GPC access.
7. No lighting is permitted within the transmission right-of-way unless approved in writing by Georgia Power Company.
8. No landscape with a publish maturity height over fifteen (15) feet is permitted within the transmission right-of-way.
9. Storage of construction materials or trailers is not permitted in the Right-of-Way. No dirt pilings shall be directly stored underneath the overhead wires and/or within the wire zone (placed 10 feet away from the outermost overhead wires).
10. Ingress and egress for operating and maintenance purposes shall be available at all times.
11. Anyone performing grading activities 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 right of way shall be removed upon completion and installation of the permanent encroachments. The erosion control plans and measures shall not impede our access to and from the right of way or set-up space around the structures,

Rhino Marking Systems, Inc.

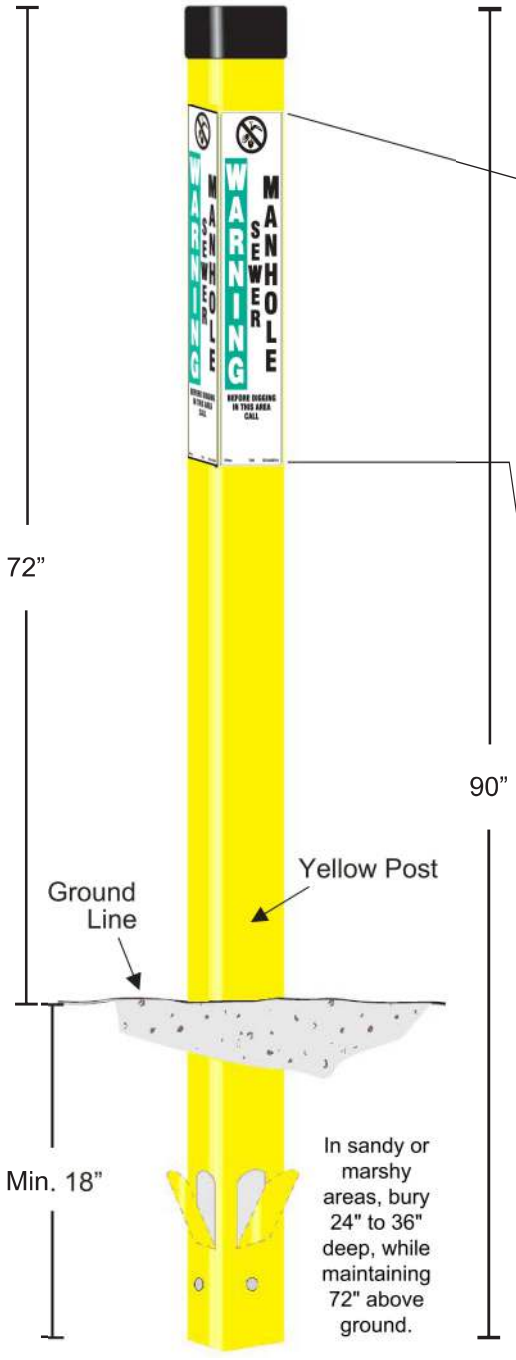
ALL MATERIALS SHALL BE USED AS LISTED, OR EQUIVALENT APPROVED BY GEORGIA POWER

Parts:

- Rhino # TVP90YB - 90" Yellow TriView PLUS™ with Black Cap (using Flex PLUS rod insert) and TriGrip™ anchor system
- GD-5325R-K Decal (printed on reflective stock and factory applied to post)

NOTES:

1. Marker posts shall be installed in accordance with this Exhibit MP-1 and per the manufacturer's specifications.
2. Posts shall be color coded and labeled to match the type of facility they are marking (Blue = Water, Green = Sewer, Purple = Reclaimed Water, etc.), except that posts marking manholes shall be yellow, with the decal lettering color coded to match the service of the facility to which the manhole is related. Posts shall include the name and contact information for the owner / operator of the utility facility.
3. Markers shall be placed at the following locations: every 500 feet above the center line of buried facilities, at all points of inflection, at the entrance onto and exit from the right-of-way, on each side of road crossings and stream crossings and at all manholes. If the marker post at a manhole is not readily visible from traffic areas or could be obscured by vegetation, a secondary marker post shall be placed between the traffic area and the manhole.



Sewer Manhole in black

White background sharply contrasts with black and green warning message to ensure maximum visibility

Warning in green (APWA) color for sewer manhole

Optional: insert 811 logo here

Emergency contact number

Owner name / logo

Georgia Power

HIGH VISIBILITY MARKER POST
DETAILS AND SPECIFICATIONS

Drawn by: B. Kitchel

Date: 10.26.2018

Exhibit MP-1