



**REQUEST FOR PROPOSALS  
ATL SOLICITATION # 26-002**

**TRANSIT OPERATIONS AND MAINTENANCE SERVICES  
For ATLANTA-REGION TRANSIT LINK AUTHORITY and  
GWINNETT COUNTY**

**ATTACHMENT 13**

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49 USC Section 5333(b) Agreement (Formerly Section 13 (c))

**DRAFT**

Gwinnett County  
GA-90-X096  
Nov. 5, 1996

PROTECTIVE ARRANGEMENT  
PURSUANT TO SECTION 5333(b)  
OF TITLE 49 OF THE U.S. CODE, CHAPTER 53

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WHEREAS, the Gwinnett County Board of Commissioners of Gwinnett County, Georgia ("Public Body" and/or "Recipient"), has made application under the Federal Transit Act ("Act"), for operating and capital assistance, as more fully described in the project application ("Project"); and

WHEREAS, the project services will operate in the vicinity of transportation services staffed by employees represented by Local Unions 732 and 1700 of the Amalgamated Transit Union, AFL-CIO (individually and jointly referred to herein as the "Union"); and

WHEREAS, the Recipient will contract for the operation of the project services with a private entity ("Contractor"); and

WHEREAS, Section 13(c) of the Act requires, as a condition of any such assistance, that suitable fair and equitable arrangements be made to protect urban mass transportation industry employees who may be affected by such assistance; and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable:

NOW, THEREFORE, it is agreed that the following terms and conditions shall apply and shall be specified in any contract governing such Federal assistance to the Public Body:

(1) The term "Project", as used in this arrangement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project" shall, when used in this arrangement, include events occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto and shall also include events and actions which are a result of Federal assistance under the Act generally; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies

unrelated to the Project) are not within the purview of this arrangement.

An employee represented by the Union, who is not dismissed, displaced, or otherwise worsened in his or her position with respect to his or her employment as a result of the Project, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance or other make whole remedy within the meaning of Paragraphs (6) and (7) of these arrangements.

(2)(a) The Project, as defined in paragraph (1), shall be performed and carried out in full compliance with the protective conditions described herein and in such a manner as will satisfy the duty to minimize adverse effects upon employees represented by the Union.

This subparagraph (a) is intended to express the general requirement that the rights and interests of employees represented by the Union be protected from effects of the Project. Initially, this means that the Public Body and the Contractor in designing and implementing the Project must consider the effects the Project may have on employees and attempt to minimize any adverse effects. If objectives can be met without adversely affecting such employees, it is expected that adverse effects will be avoided. The duty to minimize effects is not intended to preclude all actions which would adversely affect employees, but to balance such actions in favor of the interests of employees. In the context of particular Project events, this subparagraph is to be read in conjunction with other provisions of these arrangements. It thereby is intended to emphasize the specific statutory requirements that employees be protected against a worsening of their employment conditions, and receive offsetting benefits to make them "whole" when unavoidable impacts occur.

(b) The Project activities defined by the scope and budget as incorporated in the contract of assistance between the Federal government and the Public Body (or other applicant for, or recipient of, Federal funds) shall be undertaken, carried out and completed substantially as described in the project application.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees represented by the Union (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or

contract may be modified by collective bargaining and agreement by the parties thereto to substitute other rights, privileges and benefits.

(4) The collective bargaining rights of employees represented by the Union, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued.

(5) (a) In the event the Recipient or the Contractor contemplates any change in the organization or operations, facilities or equipment of its system which may result in the dismissal or displacement of employees, or rearrangement of the working forces represented by the Union, as a result of the Project, such change shall be undertaken only in accordance with the provisions of subparagraph (b) hereof.

(b) The Recipient shall require the Contractor to give to the unions representing the employees affected thereby, at least sixty (60) days' written notice of each proposed change, which may result in the dismissal or displacement of such employees or rearrangement of the working forces as a result of the Project, by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the union representatives of such employees. Such notice shall contain a full and adequate statement of the proposed changes, including an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the employment of the Recipient or the Contractor available to be filled by such affected employees.

At the request of either the Contractor or the representatives of the affected employees made within thirty (30) days after the date of notice, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within thirty (30) days from the commencement of negotiations, the Contractor or the Union may submit it to arbitration in accordance with the procedures contained in paragraph (15) hereof. In any such arbitration, the terms of this arrangement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to § 11326 of Title 49 of the U.S. Code.

(c) An intended change covered by this Paragraph, other than a trackage rights, lease proceeding, or similar transaction (which may be instituted at the end of the 60-day notice period), may not be instituted, even at the end of the 60-day notice period,

until an implementing agreement is reached or a final decision of the arbitration board is rendered pursuant to subparagraph (b). In the event of a dispute as to whether an intended change within the purview of this Paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final decision of the arbitration board is rendered pursuant to subparagraph (b), either the Contractor or the Union may immediately submit that issue to arbitration under Paragraph (15) of this arrangement. In any such arbitration, the arbitration board shall rely upon the standards and criteria utilized by the Interstate Commerce Commission to address the "preconsummation" issue in cases involving employee protections pursuant to Section 5(2)(f) of the Interstate Commerce Act. If the Contractor demonstrates, as a threshold matter in any such arbitration, that the intended change is a trackage rights, lease proceeding or similar transaction and not a merger, acquisition, consolidation or other similar transaction, the burden shall shift to the Union to prove that under the standards and criteria referenced above the intended change should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing arrangement. If the Contractor fails to demonstrate that the intended change is a trackage rights, lease proceeding or similar transaction, it shall be the burden of the Contractor to prove that under the standards and criteria referenced above the intended change should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing arrangement. For purposes of any such arbitration, the time periods specified in Paragraph (15) shall be modified as follows: the Contractor and the Union shall select their respective board members within five (5) days, those two members shall have five (5) days to agree upon the appointment of the neutral member, and the arbitration board shall render its decision within forty-five (45) days from the date the neutral member is selected or appointed. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(d) If an intended action within the purview of this Paragraph is instituted before an implementing agreement is reached or a final decision of the arbitration board is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action had not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. Any such affected employee shall exercise the employee's seniority to obtain a position under existing agreements; provided, however, that after an implementing agreement is reached or a final arbitration decision is rendered as provided herein, such employee may again exercise the employee's seniority under the terms of such agreement or decision to obtain a position (if any) provided

therein. Any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall be a "temporary" position and any employee selecting, bidding, or hired to fill said position during this temporary period shall accumulate no benefits under this arrangement as a result thereof. This protection shall be in addition to the protective period defined in Paragraph (14) hereof, which period shall begin on the effective date of the implementing agreement or final arbitration board decision rendered pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period following the date on which he is first "displaced", and shall continue during the protective period so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for; provided that notice concerning such positions is posted on bulletin boards convenient to the interested employees.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such months, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. If the employee's length of service is less than twelve (12) months, the average monthly compensation and average monthly time paid for shall be computed by dividing separately the total compensation and total time paid by the number of months in which such employee performed compensated service more than fifty (50) per centum of each such month. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage

adjustments, including cost of living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(c) Any employee placed in a worse position with respect to hours, working conditions, fringe benefits or rights and privileges pertaining thereto as a result of the Project shall be considered a "worsened employee", and shall be made whole pursuant to this subparagraph (d). Reasonable efforts should be made to restore the precise right, privilege, or benefit lost or affected. If such efforts are unsuccessful or would be unsuitable, an alternative remedy awarding either 1) offsetting benefits where such an award would result in a fair and equitable substitute or 2) compensatory damages where the harm has a readily ascertainable economic value and such an alternative remedy is fair and equitable, may be acceptable.

(d) The displacement allowance and/or other make whole remedy shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

<u>Employee's length of service</u> <u>prior to adverse effect</u>	<u>Period of protection</u>
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such months based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. If the employee's length of service is less than twelve (12) months, the monthly dismissal allowance shall be computed by dividing the total compensation by a number equal to the number of months of the employee's employment in which the employee performed compensated service more than fifty (50) per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his seniority rights, or through the Contractor, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Contractor informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the agreement in said position, if any are due him.



(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by his employer, he may be required by the Contractor to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements. An employee who accepts other reasonably comparable employment will not thereby lose the employee's seniority rights under the collective bargaining agreement applicable to the position the employee occupied at the time the employee was dismissed, nor shall such rights be otherwise adversely affected.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this arrangement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment or self-employment (provided such employment was not held for more than five (5) months of the twelve (12) month test period upon which the dismissal allowance is based), any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Contractor shall agree upon a procedure by which the Contractor shall be kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above or Paragraph (18) of these arrangements, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him for which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Contractor and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position; provided, however, that this Paragraph shall not be deemed to enlarge upon the employee's protective period as defined in Paragraph (14) hereof, nor to enlarge upon the benefit levels otherwise provided by these arrangements.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee represented by the Union who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment in order to retain or secure active employment with the Contractor or the Recipient in accordance with this arrangement, and who is required

to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses for himself and members of his immediate family, including living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Contractor under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Contractor and the affected employee or his representatives.

(b) If any such employee is laid off within three (3) years after changing his point of employment in accordance with paragraph (a) hereof, and elects to move his place of residence back to his original point of employment, the Recipient shall require the Contractor to assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Contractor within ninety (90) days after the date on which the expenses were incurred. Payment shall be made by the Contractor within sixty (60) days after the date of receipt of the claim, unless disputes arise as to the claim.

(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Contractor for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined as of a date sufficiently prior to the date of the

Project, so as to be unaffected thereby. The Contractor shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Contractor shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Contractor shall protect him from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Contractor within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employees, or his union, and the Contractor. In the event they are unable to agree, the dispute or controversy may be referred by the Contractor or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Contractor, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local real estate board on commission, or comparable body, to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial

changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location, or (B) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.

(13) A dismissed employee entitled to protection under this arrangement may, at his option within thirty (30) days of his dismissal or within fourteen (14) days of the date of an arbitration award establishing that the employee is a dismissed employee, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>				<u>Separation Allowance</u>	
1 year and less than	2 years			3 months' pay	
2 " " " "	3 "			6 " "	
3 " " " "	5 "			9 " "	
5 " " " "	10 "			12 " "	
10 " " " "	15 "			12 " "	
15 " " over	"			12 " "	

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

"For the purposes of this agreement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative

of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier."

(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced, dismissed or worsened employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement, dismissal or other worsening.

(15) (a) In the event there arises any labor dispute with respect to the protection afforded by this arrangement, or with respect to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by Section (12) (c) hereof, the Labor-Management Relations Act, as amended, Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective agreement involving the Contractor and the union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, it may be submitted at the written request of the Contractor or the union to a board of arbitration to be selected as hereinafter provided. One arbitrator is to be chosen by each interested party, and the arbitrators thus selected shall endeavor to select a neutral arbitrator who shall serve as chairman. Each party shall appoint its arbitrator within five (5) days after notice of submission to arbitration has been given. Should the arbitrators selected by the parties be unable to agree upon the selection of the neutral arbitrator within ten (10) days after notice of submission to arbitration has been given, then the arbitrator selected by any party may request the American Arbitration Association to furnish, from among members of the National Academy of Arbitrators who are then available to serve, five (5) arbitrators from which the neutral arbitrator shall be selected. The arbitrators appointed by the parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order,

alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. If any party fails to select its arbitrator within the prescribed time limit, the highest officer of the Union or of the Contractor or their nominees, as the case may be, shall be deemed to be the selected arbitrator, and the board of arbitration shall then function and its decision shall have the same force and effect as though all parties had selected their arbitrators. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the board of arbitration shall meet within fifteen (15) days after the selection or appointment of the neutral arbitrator and shall render its decision within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. Awards made pursuant to such arbitration may include full back pay and allowances to employee claimants and such other remedies as may be deemed appropriate in fairness and equity in the circumstances presented. Authority of the board of arbitration shall be limited to the determination of the dispute arising out of the interpretation, application, or operation of the provisions of this Agreement, and any remedy must be confined to ensuring the protections of this Agreement or Section 13(c) of the Act and must draw its essence from this Agreement.

(c) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the parties to the proceedings and all other expenses shall be paid by the party incurring them. The time limitations in this paragraph may be extended by mutual written agreement of the parties.

(d) In the event there arises any labor dispute with respect to the interpretation, application or enforcement of any obligations of the Recipient under the provisions of this arrangement, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, it may be submitted at the written request of the Recipient or the Union to the U.S. Secretary of Labor, or the Secretary's designee, for final and binding determination.

(e) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the Contractor's burden to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodgson's Affidavit in Civil Action No. 825-71).

(16) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication or pyramiding of benefits to any employees, and, provided further, that any benefit under the arrangement shall be construed to include the conditions, responsibilities and obligations accompanying such benefit.

This paragraph is intended to be construed consistent with the Hodgson Affidavit in Civil Action No. 825-71 and the Federal court's interpretation of the concept of "pyramiding" in New York Dock Railway v. U.S., 7609 F.2d 83, 99-101 (2d Cir. 1979).

(17) The Recipient shall require the Contractor to be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his union representative with the Contractor for a dismissal or displacement allowance or other make whole remedy pursuant to paragraphs (6) and (7) of these arrangements within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Contractor within said time limitations, the Contractor and the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will require the Contractor to fully honor the claim, making appropriate payments, or give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefor. In the event the Contractor fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual material as may be relevant. In the event the claim is so rejected by the Contractor, the claim may be processed to arbitration as hereinabove provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of



intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

(18) During the employee's protective period, a dismissed employee shall, if he so requests, in writing, be granted priority of employment to fill any vacant position with the Contractor or otherwise within the jurisdiction and control of the Recipient, reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements relating thereto. In the event such employee requests such training or retraining to fill such vacant position, the Recipient shall require the Contractor to provide for such training or retraining at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactory completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) As a precondition to the expenditure or encumbrance of any Project funds by the Recipient, the Recipient shall enter into an agreement or other formal arrangement with the Contractor

which requires the Contractor to honor the obligations placed upon it under this Agreement and shall within fifteen (15) days of the entering thereof provide a complete copy of any and all such agreements or arrangements via certified mail to the Legal Department of the Amalgamated Transit Union, AFL-CIO.

(20) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body or agency, whether publicly- or privately-owned, which shall undertake the management or operation of the system or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree, and as a condition precedent to such contractual arrangements the Recipient, its successors or assigns, shall require that such person, enterprise, body or agency, shall agree to be bound by the terms of this arrangement and accept the responsibility for full performance of these conditions.

(21) The employees represented by the Union shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workers' Compensation, unemployment compensation and the like. In no event shall these benefits be worsened as a result of the Project.

(22) In the event any provision of this arrangement is held by a court of competent jurisdiction to be invalid, or otherwise unenforceable under the federal, State or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested union representatives of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy or relief.

(23) If any employer of the employees represented by the Union shall have rearranged or adjusted its forces in anticipation of the Project with the effect of depriving an employee of benefits to which he should be entitled under this arrangement, the

provisions of this arrangement shall apply to such employee as of the date when he was so affected.

(24) The Recipient, the Contractor, and ATU Locals 732 and 1700 shall be deemed party to these arrangements.

(25) In the context of a particular Project, if the Amalgamated Transit Union or any of its other constituent locals is the collective bargaining representative of urban mass transportation employees in the service area of the project system who may be affected by assistance to the transit system within the meaning of Section 13(c) of the Act, then such organization may become a party to these arrangements as applied to the Project, by serving written notice of its desire to do so upon the Union, the Recipient, and the Secretary of Labor. In the event of any disagreement that such labor organization should become a party to these arrangements, as applied to the Project, then the dispute as to whether such labor organization shall participate shall be determined by the Secretary of Labor.

(26) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit Act and has agreed to comply with the provisions of Section 13(c) of the Act. This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient and the Contractor shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(27) In the event any project to which this arrangement applies is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms, nor shall any other employee protective arrangement nor any collective bargaining agreement merge into this agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Arrangement by their respective duly authorized representative, this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

GWINNETT COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
F. Wayne Hill  
Title: Chairman

Attest:

\_\_\_\_\_  
Deputy Clerk

LOCAL UNION 732,  
AMALGAMATED TRANSIT UNION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title: \_\_\_\_\_

LOCAL UNION 1700,  
AMALGAMATED TRANSIT UNION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

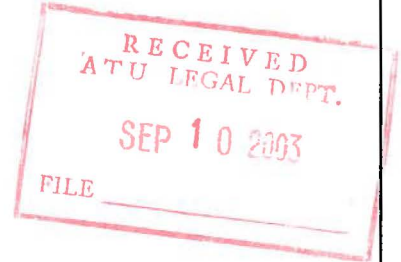
\_\_\_\_\_  
Title: \_\_\_\_\_



## GWINNETT COUNTY

Department of Transportation

(770) 822-7400



September 5, 2003

Ms. Lavern B. Martin  
U.S. Department of Labor  
Employment Standards Administration  
Office of Labor Management Standards  
Washington, D.C. 20210

Subject: Pending FTA Grant Application GA-90-X192  
Gwinnett County Board of Commissioners

Dear Ms. Martin:

Gwinnett County has received and reviewed the August 19, 2003 letter from Leo E. Wetzel to Victoria Lipnic of the U.S. Department of Labor (DOL) concerning the referral terms of the DOL's August 4, 2003 referral letter for the subject grant application.

We have no objection to the DOL including a condition in its employee protection certification for this grant as follows:

"Notwithstanding any potential readings of the introductory clauses and/or Paragraph (25) of the 1996 Protective Arrangement to the contrary, all references to employees and 'employees represented by the Union' in that document shall for present purposes be construed to include within their scope those Local 732-represented individuals staffing the Gwinnett Transit system."

If you have any questions on this information, please contact me at 770-822-7417.

Sincerely,

Brian Allen, Director  
Department of Transportation

BA/bc

cc: Bill Powell, Deputy Director, Gwinnett County Department of Transportation  
Tim Collins, Transit Manager, Gwinnett County Department of Transportation  
Melinda Wells, Deputy County Attorney, Gwinnett County Law Department  
✓ Leo E. Wetzel, Associate Counsel, Amalgamated Transit Union  
Kirk Fjelstul, Chief Legal Counsel, Georgia Regional Transportation Authority

**GWINNETT COUNTY**

**BOARD OF COMMISSIONERS**

**LAWRENCEVILLE, GEORGIA**

RESOLUTION ENTITLED: **A Resolution To Provide For The Calling Of An Election to Determine The Question Of The Imposition Of A Transit Special Purpose Local Option Sales and Use Tax Within Gwinnett County For a Maximum Period of Thirty Years**

READING AND ADOPTION: July 21, 2020

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.

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Name	Present	Vote
Charlotte J. Nash, Chairman	Yes	Yes
Jace Brooks, District 1	Yes	Yes
Ben Ku, District 2	Yes	Yes
Tommy Hunter, District 3	Yes	No
Marlene Fosque, District 4	Yes	Yes

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On motion of **Commissioner Brooks** and second of **Chairman Nash**, which carried 4-1, the Gwinnett County Board of Commissioners hereby adopts the following Resolution:

**A RESOLUTION TO PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE QUESTION OF THE IMPOSITION OF A TRANSIT SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX WITHIN GWINNETT COUNTY FOR A MAXIMUM PERIOD OF THIRTY YEARS**

WHEREAS, House Bill 930, Ga. L. 2018, p. 377, codified in part in Article 5B of Chapter 8, Title 48 of the Official Code of Georgia Annotated, created 159 special districts within the State of Georgia, with the geographical boundary of each county corresponding with and being coterminous with the geographical boundaries of the 159 special districts created; and

WHEREAS, O.C.G.A. § 48-8-269.41(b)(2) provides that any county located in a nonattainment area, as defined in O.C.G.A. § 48-8-269.40(5) may, by following the procedures required by Part 3 of Article 5B, impose within the special district a transit special purpose local

option sales and use tax, the proceeds of which shall be used only for transit projects and their operations; and

WHEREAS, Gwinnett County is located within a nonattainment area and desires to impose within the special district a transit special purpose local option sales and use tax, the proceeds of which shall be used only for transit projects and their operations; and

WHEREAS, on April 7, 2020 the Gwinnett County Board of Commissioners approved a list of transit projects to be submitted to the Atlanta-Region Transit Link Authority (ATL) for inclusion in the ATL Regional Transit Plan; and

WHEREAS, O.C.G.A. § 48-8-269.45(a)(1) provides that any county qualified to levy the said transit special purpose local option sales and use tax shall deliver or mail a written notice to the mayor or chief elected official in each qualified municipality located within the special district prior to the issuance of a call for a referendum, containing the date, time, place and purpose of a meeting at which the governing authority of the county and of each qualified municipality are to meet to discuss possible transit projects from the regional transit plan for inclusion in a referendum and the rate of tax; and

WHEREAS, on May 12, 2020, Gwinnett County duly provided the required notice of meeting to the mayor or chief elected official in each qualified municipality located within the special district; and

WHEREAS, on May 27, 2020, the Atlanta-Region Transit Link Authority (ATL) approved the list of transit projects previously submitted by Gwinnett County for inclusion in the ATL Regional Transit Plan; and

WHEREAS, on May 28, 2020, Gwinnett County duly held the required meeting with the qualified municipalities located within the special district to discuss the potential transit referendum; and

WHEREAS, O.C.G.A. § 48-8-269.45(b) provides that following the required meeting the county shall deliver or mail a written notice to the Atlanta-Region Transit Link Authority (ATL) of the intent to call for a referendum to impose the tax authorized by Article 5B; and

WHEREAS, O.C.G.A. § 48-8-269.45(b) further provides that the said required notice to the ATL shall include a list of transit projects located within such county chosen from the ATL Regional Transit Plan which the county intends to fund with proceeds from the tax authorized

under Article 5B and the proposed operator of any such transit projects if such project or projects are services which require an operator; and

WHEREAS, on June 16, 2020, the Gwinnett County Board of Commissioners adopted a Resolution To Provide Notice to the Atlanta-Region Transit Link Authority (ATL) of the County's Intent To Call for a Transit Referendum to Impose the Tax Authorized by Article 5B of Chapter 8, Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, on June 20, 2020, Gwinnett County duly delivered and mailed the required written notice to the Atlanta-Region Transit Link Authority (ATL) of the intent to call for a referendum to impose the tax authorized by Article 5B, including the list of transit projects chosen from the ATL Regional Transit Plan which Gwinnett County intends to fund with proceeds from the tax authorized under Article 5B and the proposed operator of any such transit projects if such project or projects are services which require an operator; and

WHEREAS, O.C.G.A. § 48-8-269.45(c) provides that upon receipt of the required written notice from a county, the Atlanta-Region Transit Link Authority (ATL) shall make a determination whether to approve or deny any or all projects within a submitted transit project list and the proposed operator and send notification to a county approving or denying the submitted transit projects and operators, if applicable, no later than 20 days from the receipt of such list; and

WHEREAS, on July 9, 2020, the Atlanta-Region Transit Link Authority (ATL) approved the transit project list and operators submitted by the County and provided the required notification to the County; and

WHEREAS, O.C.G.A. § 48-8-269.45(d)(1) provides that as soon as practicable after receipt of the required notification from the Atlanta-Region Transit Link Authority (ATL), the governing authority of a county desiring to call for a referendum shall, by a majority vote on a resolution offered for such purpose, submit the list of transit projects and the question of whether the tax should be approved by electors of the special district in the next scheduled election and shall notify the county election superintendent within the special district by forwarding to the superintendent a copy of such resolution calling for the imposition of the tax; and

WHEREAS, O.C.G.A. § 48-8-269.45(d)(2) further provides that the resolution calling for a referendum shall include the specific transit projects to be funded which have been selected from the ATL Regional Transit Plan and approved by the Atlanta-Region Transit Link Authority (ATL), the approximate cost of such transit projects, the operator selected for any transit project



or projects proposed if such project or projects are services which require an operator, and the maximum period of time, stated in calendar years, for which the tax may be imposed and the rate thereof; and

WHEREAS, O.C.G.A. § 48-8-269.57(e) provides that the resolution calling for the imposition of the tax may specify that no general obligation debt is to be issued in conjunction with the imposition of the tax and that the resolution shall specifically state the purpose or purposes for which the proceeds will be used; and

WHEREAS, O.C.G.A. § 48-8-269.42 provides that prior to the issuance of any call for the referendum by any county that desires to levy a tax for transit projects authorized under Article 5B, the county shall determine whether the region has proposed a referendum on a tax under Article 5 of Chapter 8, Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, Gwinnett County desires to call for a referendum and to submit the list of transit projects and the question of whether the tax authorized by Article 5B of Chapter 8, Title 48 of the Official Code of Georgia Annotated should be approved by electors of the special district in the next scheduled election and to notify the Election Superintendent of Gwinnett County by forwarding to the Election Superintendent a copy of this resolution calling for the imposition of the tax; and

WHEREAS, Gwinnett County desires to set forth herein the specific transit projects to be funded with proceeds from the tax which have been selected from the ATL Regional Transit Plan and approved by the Atlanta-Region Transit Link Authority (ATL), the approximate cost of such transit projects, the operator selected for any transit project or projects proposed if such project or projects are services which require an operator, and the maximum period of time, stated in calendar years, for which the tax may be imposed and the rate thereof; and

WHEREAS, Gwinnett County has made a careful study of the projected revenues and costs associated with the transit projects to be funded in part with the tax, considering the period of time for which the tax will be imposed and the rate thereof, and has estimated the following amounts in Year-of-Expenditure dollars (in millions):

Total Revenues	\$12,197.8;
Total Costs	\$12,122.6;
Surplus	\$ 75.2; and

WHEREAS, Gwinnett County desires to specify herein that no general obligation debt is to be issued in conjunction with the imposition of the tax and the purpose or purposes for which the proceeds will be used; and

WHEREAS, Gwinnett County has determined that a majority of the governing authorities within Region 3 (Atlanta Regional Commission) have not proposed a referendum on a tax under Article 5 of Chapter 8, Title 48 of the Official Code of Georgia Annotated.

NOW, THEREFORE, BE IT RESOLVED BY THE GWINNETT COUNTY BOARD OF COMMISSIONERS, pursuant to the authority in Article 5B of Chapter 8, Title 48 of the Official Code of Georgia Annotated, that a transit special purpose local option sales and use tax shall be imposed within the Special District of Gwinnett County for a maximum period of thirty (30) years commencing on April 1, 2021, if such transit special purpose local option sales and use tax is approved in the referendum as set forth hereinafter.

BE IT FURTHER RESOLVED that the specific transit projects to be funded with the proposed tax, which have been selected from the ATL Regional Transit Plan and approved by the Atlanta-Region Transit Link Authority (ATL), the approximate cost of such transit projects, and the operator selected for the transit projects, are as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the exclusive purpose for which the proceeds from the proposed tax will be used is to fund the specific transit projects and their operations as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the maximum period of time for which the tax will be imposed is thirty (30) years and the rate thereof shall be one percent (1%).

BE IT FURTHER RESOLVED that no general obligation debt is to be issued in conjunction with the imposition of the tax.

BE IT FURTHER RESOLVED that it has been determined that a majority of the governing authorities within Region 3 (Atlanta Regional Commission) have not proposed a referendum on a tax under Article 5 of Chapter 8, Title 48 of the Official Code of Georgia Annotated.

BE IT FURTHER RESOLVED that, pursuant to the authority granted in Article 5B of Chapter 8, Title 48 of the Official Code of Georgia Annotated, the County Clerk is hereby authorized and directed to transmit this Resolution to the Elections Superintendent to issue the call for a referendum for the purpose of submitting to the electors of Gwinnett County the question of

whether a transit special purpose local option sales and use tax should be imposed within Gwinnett County for a maximum period of thirty (30) years. The County Clerk is further directed to make the list of transit projects to be funded with the tax available during regular business hours in the office of the County Clerk.

BE IT FURTHER RESOLVED that upon receipt of this Resolution, the Elections Superintendent shall issue the call for the referendum not less than ninety days prior to November 3, 2020 as prescribed by Official Code of Georgia Annotated Section 21-2-540(b), and the Elections Superintendent shall submit the question of whether a transit special purpose local option sales and use tax shall be imposed within Gwinnett County for a maximum period of thirty (30) years to the electors of Gwinnett County on November 3, 2020.

BE IT FURTHER RESOLVED that the Elections Superintendent shall issue the call for the referendum in all respects complying with the Georgia Elections Code and Official Code of Georgia Annotated Section 48-8-269.46.

BE IT FURTHER RESOLVED that the Gwinnett County Board of Registrations and Elections is hereby requested to call an election in all voting precincts within the territorial limits of Gwinnett County on November 3, 2020 for the purpose of submitting to the qualified voters of Gwinnett County the question whether a transit special purpose local option sales and use tax should be imposed within Gwinnett County for a maximum period of thirty (30) years.

BE IT FURTHER RESOLVED that, as provided in State law, the ballots to be used in the election shall have printed thereon the following question to be determined by the voters:

"( ) YES    Shall a special one (1%) percent sales and use tax  
                    be imposed in the special district consisting of  
( ) NO    thirty (30) years and for the raising of funds for  
                    transit projects?"

BE IT FURTHER RESOLVED that the ballot shall have printed thereon the word "YES" and the word "NO" in order that each voter may cast his or her vote in either the affirmative or the negative as to the question propounded, and said election shall be held in accordance and in conformity with the laws of the State of Georgia. If more than one-half of the votes cast

throughout the entire special district are in favor of imposing the tax, the tax shall be imposed as provided in Article 5B of Chapter 8, Title 48 of the Official Code of Georgia Annotated.

BE IT FURTHER RESOLVED that the Gwinnett County Board of Registrations and Elections is hereby requested to hold such election in accordance with the election laws of the State of Georgia and to canvass the returns, declare the result of the election and certify the result to the Secretary of State and to the Commissioner of Revenue.

BE IT FURTHER RESOLVED that the Gwinnett County Board of Registrations and Elections is hereby requested to publish a notice of the date and purpose of the election once a week for four weeks immediately preceding the date of the election in the official organ of Gwinnett County, and said notice shall contain language substantially in the following form:

#### NOTICE OF ELECTION

#### TO THE QUALIFIED VOTERS OF GWINNETT COUNTY

NOTICE is hereby given that on the 3rd day of November, 2020, an election will be held in all of the election districts of Gwinnett County at which time there will be submitted to the qualified voters of Gwinnett County for their determination that question whether or not there shall be imposed within the Special District of Gwinnett County a one percent (1%) transit special purpose local option sales and use tax for a maximum period of thirty (30) years commencing April 1, 2021, which revenues from said tax shall be used and applied for the purposes of transit projects and their operations.

All persons desiring to vote in favor of imposing the one percent (1%) transit special purpose local option sales and use tax shall vote "YES" and all persons opposed to the levying of the one percent (1%) transit special purpose local option sales and use tax shall vote "NO" as to the question propounded, to-wit:

- "( ) YES    Shall a special one (1%) percent sales and use tax  
                    be imposed in the special district consisting of  
                    Gwinnett County for a period of time not to exceed  
( ) NO      thirty (30) years and for the raising of funds for  
                    transit projects?"

The several places for holding said election shall be in the regular and established election districts of Gwinnett County, Georgia and the polls shall be open from 7:00 o'clock A.M. until 7:00 o'clock P.M. on the date fixed for the election.

The last day for qualified residents of Gwinnett County to register to vote to be eligible to vote in the Special Election referenced herein is October 5, 2020. Those qualified voters in said

Special Election shall be determined in all respects in accordance and in conformity with the laws of the State of Georgia.

BE IT FURTHER RESOLVED that the Clerk of the Board of Commissioners is hereby authorized and directed to forthwith furnish the Chairman of the Gwinnett County Board of Registrations and Elections with a duly certified copy of this Resolution in order that the Board of Registrations and Elections shall issue the call for the election to be held on November 3, 2020 and that the Board of Registrations and Elections shall take such action in the premises as provided by law.

BE IT FURTHER RESOLVED that the proper officers and agents of Gwinnett County are hereby authorized to take any and all further actions as may be required in connection with the proposed tax that is the subject of the election.

BE IT FURTHER RESOLVED that any and all Resolutions in conflict with this Resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

**THIS RESOLUTION** is adopted this the 21st day of July, 2020.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: Charlotte J. Nash  
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: Dina M. King  
COUNTY CLERK OR DEPUTY COUNTY CLERK

(SEAL)



APPROVED AS TO FORM:

BY: Michael P. Ludwiczak  
MICHAEL P. LUDWICZAK, COUNTY ATTORNEY

**Exhibit "A"**  
**Summary of transit projects for referendum**

Project ID	Name of Project	Project Description	Operator
HRT1	HRT Extension: Doraville MARTA Station to Jimmy Carter Multimodal Hub	Doraville MARTA Station to new Multimodal Hub near Jimmy Carter Boulevard/I-85 interchange	MARTA
BRT700A	BRT Route 700: Multimodal Hub to Sugarloaf Park-and-Ride	Jimmy Carter Multimodal Hub to Sugarloaf Park-and-Ride primarily via Satellite Boulevard; includes cost to operate in mixed traffic south of Jimmy Carter until HRT1 is implemented	Gwinnett County
BRT701	BRT Route 701: Lawrenceville to Peachtree Corners	Peachtree Corners to Lawrenceville via Gwinnett Place Transit Center, Infinite Energy Center, Sugarloaf Park-and-Ride, Gwinnett Tech, and Georgia Gwinnett College	Gwinnett County
BRT702	BRT Route 702: Snellville to Indian Creek MARTA Station	Snellville to Indian Creek MARTA Station via US 78	Gwinnett County
BRT703	BRT Route 703: Infinite Energy Center to Mall of Georgia	Infinite Energy Center to the Mall of Georgia via Satellite Boulevard and Buford Drive; Aligns with Rapid 202 and Local 50	Gwinnett County
ART200	Rapid Bus Route 200: Peachtree Industrial Boulevard	Doraville MARTA Station to Duluth to Infinite Energy Center to Sugarloaf Park-and-Ride via Peachtree Industrial Boulevard, Buford Highway, and Duluth Highway	Gwinnett County
ART201	Rapid Bus Route 201: Steve Reynolds Boulevard	Jimmy Carter Multimodal Hub to Sugarloaf Park-and-Ride to Infinite Energy Center via Steve Reynolds Boulevard and Breckinridge Boulevard	Gwinnett County
ART203	Rapid Bus Route 203: Pleasant Hill Road	Snellville to Peachtree Corners via Ronald Reagan Parkway, Pleasant Hill Road, and Peachtree Industrial Boulevard	Gwinnett County
ART204	Rapid Bus Route 204: State Route 124	Snellville to Lawrenceville to I-985 Park-and-Ride via SR 124 and SR 20; Aligns with Local 60/80 pair	Gwinnett County
ART205	Rapid Bus Route 205: Jimmy Carter Boulevard/Holcomb Bridge Road	Jimmy Carter Multimodal Hub to Mansell Park-and-Ride on GA 400 via Jimmy Carter Boulevard, Holcomb Bridge Road, and GA 400; Aligns with Local RG2	Gwinnett County
ART207	Rapid Bus Corridor 207: Lawrenceville Highway	Lilburn to Tucker via US 29; Rapid corridor investments; Service provided by Local Routes 15, 30, 65	Gwinnett County
ART208	Rapid Bus Corridor 208: Peachtree Industrial Boulevard	Peachtree Corners to Perimeter via Peachtree Industrial Boulevard and I-285; Rapid corridor investments; Service provided by Express Route 106 and Direct Connect 403	Gwinnett County



**Exhibit "A"**  
**Summary of transit projects for referendum**

Project ID	Name of Project	Project Description	Operator
LB10	Local Bus Enhancement Route 10	Doraville MARTA Station to Gwinnett Place Transit Center via Buford Highway; Existing route that is rerouted and enhanced	Gwinnett County
LB15	Local Bus Expansion Route 15	Peachtree Corners to Norcross to Lilburn via Jimmy Carter Boulevard and Indian Trail Road	Gwinnett County
LB20	Local Bus Enhancement Route 20	Doraville MARTA Station/Multimodal Hub to Gwinnett Place Transit Center via Singleton Road and Steve Reynolds Boulevard; Existing route that is rerouted and enhanced	Gwinnett County
LB25	Local Bus Expansion Route 25	Gwinnett Place Transit Center to Duluth via North Berkeley Lake Road and Peachtree Industrial Boulevard	Gwinnett County
LB30	Local Bus Enhancement Route 30	Doraville MARTA Station/Multimodal Hub to South Lilburn via Jimmy Carter Boulevard and Buford Highway; Existing route that is rerouted and enhanced	Gwinnett County
LB35	Local Bus Enhancement Route 35	Doraville MARTA Station/Multimodal Hub to Peachtree Corners via Buford Highway, Peachtree Corners Circle, Technology Parkway, and Medlock Bridge Road; Existing route that is rerouted and enhanced	Gwinnett County
LB40	Local Bus Enhancement Route 40	Gwinnett Place Transit Center to Lawrenceville south of SR 316; Existing route that is rerouted and enhanced	Gwinnett County
LB45	Local Bus Enhancement Route 45	Peachtree Corners to Lawrenceville via Gwinnett Place Transit Center	Gwinnett County
LB50	Local Bus Expansion Route 50	Gwinnett Place Transit Center to the Mall of Georgia via Satellite Boulevard and Buford Drive; Aligns with ART 202 and BRT 703	Gwinnett County
LB55	Local Bus Expansion Route 55	Infinite Energy Center to Suwanee to Sugar Hill via Satellite Boulevard, Lawrenceville Suwanee Road, and Peachtree Industrial Boulevard	Gwinnett County
LB60	Local Bus Expansion Route 60	Georgia Gwinnett College to Lawrenceville to Snellville via SR 124; Aligns with BRT 704 and Rapid 204	Gwinnett County
LB65	Local Bus Expansion Route 65	Georgia Gwinnett College to Lawrenceville to Tucker via Lawrenceville Highway	Gwinnett County

**Exhibit "A"**  
**Summary of transit projects for referendum**

Project ID	Name of Project	Project Description	Operator
LB70	Local Bus Expansion Route 70	Snellville to Indian Creek MARTA Station via US 78	Gwinnett County
LB75	Local Bus Expansion Route 75	Gwinnett Place Transit Center to Peachtree Corners via North Berkeley Lake Road, Peachtree Industrial Boulevard, and Spalding Drive	Gwinnett County
LB80	Local Bus Expansion Route 80	Georgia Gwinnett College to Mall of Georgia to I-985 Park-and-Ride via Buford Drive; Aligns with BRT 704 and Rapid 204	Gwinnett County
LB85	Local Bus Expansion Route 85	Infinite Energy Center to Mall of Georgia to I-985 Park-and-Ride via North Brown Road and Horizon Drive	Gwinnett County
LBRG1	Local Bus Expansion Route RG1	I-85 to Alpharetta via McGinnis Ferry Road and Old Milton Parkway	Gwinnett County
LBRG2	Local Bus Expansion Route RG2	Jimmy Carter Multimodal Hub to Mansell Park-and-Ride on GA 400 via Jimmy Carter Boulevard, Holcomb Bridge Road, and GA 400; Aligns with Rapid 205	Gwinnett County
LBGW1	Local Bus Expansion Route GW1	Lawrenceville to Stone Mountain Park-and-Ride via Five Forks Trickum Road	Gwinnett County
LBGW2	Local Bus Expansion Route GW2	Jimmy Carter Multimodal Hub/transit center to Lilburn to Stone Mountain Park-and-Ride via Indian Trail Road and Lilburn-Stone Mountain Road	Gwinnett County
LBRG3	Local Bus Expansion Route RG3	Snellville to Centerville to Stonecrest Mall via Scenic Highway	Gwinnett County
LBGW5	Local Bus Expansion Route GW5	Sugarloaf Park-and-Ride to Infinite Energy Center to Duluth via Duluth Highway and Buford Highway	Gwinnett County
DC401	Direct Connect Expansion Route 401	I-985 Park-and-Ride to Mall of Georgia to Sugarloaf Park-and-Ride to Gwinnett Place Transit Center to Indian Trail Park-and-Ride to Chamblee MARTA Station/Multimodal Hub	Gwinnett County
DC402	Direct Connect Expansion Route 402	Lawrenceville to Georgia Gwinnett College to Chamblee MARTA Station/Multimodal Hub	Gwinnett County
DC403	Direct Connect Expansion Route 403	Peachtree Corners to Perimeter via Peachtree Industrial Boulevard and I-285; Aligns with Express Commuter Bus 106	Gwinnett County
EB101	Express Commuter Bus Enhancement Route 101	I-985 Park-and-Ride to McGinnis Ferry Park-and-Ride to Downtown Atlanta via Buford Drive and I-85	Gwinnett County
EB102	Express Commuter Bus Enhancement Route 102	Indian Trail Park-and-Ride to Downtown Atlanta via I-85	Gwinnett County



**Exhibit "A"**  
**Summary of transit projects for referendum**

Project ID	Name of Project	Project Description	Operator
EB103	Express Commuter Bus Enhancement Route 103	Sugarloaf Park-and-Ride to Downtown Atlanta via I-85	Gwinnett County
EB104	Express Commuter Bus Enhancement Route 104	Dacula to Lawrenceville to Downtown Atlanta via SR 316 and I-85	Gwinnett County
EB106	Express Commuter Bus Expansion Route 106	Peachtree Corners to Perimeter via Peachtree Industrial Boulevard and I-285; Aligns with Direct Connect 403	Gwinnett County
EB110	Express Commuter Bus Enhancement Route 110	Sugarloaf Park-and-Ride to Emory/CDC via I-85, Briarcliff Road, and Clifton Road	Gwinnett County
EB111	Express Commuter Bus Expansion Route 111	Loganville to Snellville to Emory/CDC via US 78 and North Decatur Road	Gwinnett County
EB112	Express Commuter Bus Expansion Route 112	Indian Trail Park-and-Ride to Emory/CDC via I-85, Briarcliff Road, and Clifton Road	Gwinnett County
EB120	Express Commuter Bus Expansion Route 120	Dacula to Lawrenceville to Perimeter via SR 316, I-85, and I-285	Gwinnett County
EB130	Express Commuter Bus Expansion Route 130	Hamilton Mill to Multimodal Hub via I-85	Gwinnett County
EB131	Express Commuter Bus Expansion Route 131	Hall County to I-985 Park-and-Ride to McGinnis Ferry Park-and-Ride to Multimodal Hub via I-85	Gwinnett County
EB140	Express Commuter Bus Expansion Route 140	Indian Trail Park-and-Ride to Buckhead MARTA Station via I-85 and SR 400	Gwinnett County
EBAT1	Express Bus Expansion Route AT1	Gwinnett to Athens route; Chamblee MARTA station to Multimodal Hub to Gwinnett Place Transit Center to Infinite Energy Center to Sugarloaf Park-and-Ride to Gwinnett Tech to Georgia Gwinnett College to Buford Park-and-Ride to Harbins Park-and-Ride to Athens; Service only to Gwinnett County line, remaining service to Athens would require agreements with other jurisdictions	Gwinnett County
FB500	Flex Bus Expansion Route 500	Sugar Hill/Buford area anchored by I-985 Park-and-Ride	Gwinnett County
FB501	Flex Bus Expansion Route 501	Suwanee area anchored by Infinite Energy Transit Center	Gwinnett County
FB502	Flex Bus Expansion Route 502	South Lawrenceville area anchored by Lawrenceville Transit Center	Gwinnett County
FB503	Flex Bus Expansion Route 503	Snellville area anchored by Snellville Park-and-Ride	Gwinnett County

**Exhibit "A"**  
**Summary of transit projects for referendum**

Project ID	Name of Project	Project Description	Operator
FB504	Flex Bus Expansion Route 504	Dacula area anchored by Lawrenceville Transit Center	Gwinnett County
FB505	Flex Bus Expansion Route 505	Area along Lawrenceville-Suwanee Road anchored by Lawrenceville Transit Center and McGinnis Ferry Park-and-Ride	Gwinnett County
FB506	Flex Bus Expansion Route 506	Loganville and Grayson areas anchored by Lawrenceville Transit Center	Gwinnett County
FB507	Flex Bus Expansion Route 507	Hamilton Mill area anchored by Lawrenceville Transit Center and Braselton Park-and-Ride	Gwinnett County
PARA	Paratransit Service	Paratransit service area with 1.25 mile buffer from fixed route alignments and within Flex zones	Gwinnett County
GPTC	Gwinnett Place Transit Center Improvements	Gwinnett Place Transit Center adjacent to Gwinnett Place Mall; Improvements may include but are not limited to waiting areas, stop amenities, customer service facilities, and ticket vending	N/A
IECTC	Infinite Energy Transit Center	Infinite Energy Center (specific location to be determined); The transfer center will include high quality waiting areas, rider information systems, and operation elements to ensure ease of transfer between services	N/A
GGCTC	Georgia Gwinnett College Transit Center	Georgia Gwinnett College (specific location to be determined); The transfer center will include high quality waiting areas, rider information systems, and operation elements to ensure ease of transfer between services	N/A
LTC	Lawrenceville Transit Center	Downtown Lawrenceville/GJAC (specific location to be determined); The transfer center will include high quality waiting areas, rider information systems, and operation elements to ensure ease of transfer between services	N/A
HARPNR	New Harbins Road Park-and-Ride	New park-and-ride to serve Dacula near Harbins Road at SR 316 (specific location to be determined)	N/A

**Exhibit "A"**  
**Summary of transit projects for referendum**

Project ID	Name of Project	Project Description	Operator
BUFPNR	New Buford Drive Park-and-Ride	New park-and-ride to serve Lawrenceville near Buford Drive at SR 316 (specific location to be determined)	N/A
BRSPNR	New Braselton Park-and-Ride	New park-and-ride to serve Braselton and northern portion of I-85 near Hamilton Mill Road and I-85 (specific location to be determined)	N/A
LGPNR	New Loganville Park-and-Ride	New park-and-ride to serve Loganville (specific location to be determined)	N/A
SGRPNR	Sugarloaf Park-and-Ride Upgrades	Upgrades to existing Sugarloaf Park-and-Ride; Upgrades to the Park-and-Ride facility may include operational improvements and rider amenities	N/A
985PNR	I-985 Park-and-Ride Upgrades	Upgrades to existing I-985 Park-and-Ride; Upgrades to the Park-and-Ride facility may include operational improvements and rider amenities	N/A
SNLPNR	Snellville Park-and-Ride Upgrade	Upgrades to existing Snellville Park-and-Ride; Upgrades to the Park-and-Ride facility may include operational improvements and rider amenities	N/A
MCGPNR	McGinnis Ferry Direct Access Ramps and Park-and-Ride	New park-and-ride and direct access ramps near McGinnis Ferry Rd and I-85 (specific location to be determined)	N/A
PTCPNR	Peachtree Corners Park-and-Ride	New park-and-ride in Peachtree Corners (specific location to be determined)	N/A
LMAINT	Lawrenceville Maintenance Facility	New maintenance facility in the Lawrenceville area (specific location to be determined)	N/A
VAN	Vanpool Subsidy	Vanpool subsidy that will be available Countywide	Gwinnett County



**Exhibit "A"**  
**Summary of transit projects for referendum**

Project ID	Name of Project	Project Description	Operator
TNC	TNC/Rideshare Subsidy	Subsidy for areas of the County that will not have access to traditional transit service (specific service requirements to be determined)	Gwinnett County
BKPED	Bike/Pedestrian Access Improvements	Improvements across the full GCT network; Funding to enhance bike and pedestrian access to transit	N/A
TECH	System Technology Upgrades	Funding to improve systemwide technology and allow for system to take advantage of innovation opportunities	N/A
FBCAP	Flex Service Capital	Flex zone areas; Funding to ensure that Flex service backend technology and systems are upgraded as technology improves	N/A
LBSUPG	Local Bus Stop Upgrades	Countywide upgrades to local bus stops across the full GCT network; Upgrades can include but are not limited to high-quality shelters, lighting, and informational/real-time signage	N/A
FLTTSP	Fleet TSP Enhancements	Funding to fully upgrade vehicle fleet to be able to utilize transit signal priority technology	N/A
FLTSGR	Bus Replacement and Rehab	Funding to ensure state-of-good repair of vehicle fleet by replacing vehicles at the end of their typical useful life	N/A
SRML	SR 316 Managed Lanes Support	Seed funding to supplement other sources for the construction of Managed Lanes on SR 316	N/A

**Exhibit "A"**  
**Summary of transit projects for referendum**

**Summary of 30-Year Costs by Time Period**  
**(in \$millions, Year-of-Expenditure dollars)**

<b>Cost Element</b>	<b>Expense Category</b>	<b>Short-Range (2021-25)</b>	<b>Mid-Range (2026-30)</b>	<b>Long-Range (2031-50)</b>	<b>30-Year Total</b>
HRT	Capital	\$19.1	\$122.9	\$1,464.7	<b>\$1,606.7</b>
	O&M	\$0.0	\$0.0	\$470.0	<b>\$470.0</b>
BRT/Rapid	Capital	\$136.4	\$1,005.3	\$1,195.2	<b>\$2,336.9</b>
	O&M	\$0.0	\$51.7	\$1,157.1	<b>\$1,208.8</b>
Local	Capital	\$55.6	\$53.3	\$350.4	<b>\$459.3</b>
	O&M	\$65.3	\$119.2	\$1,175.3	<b>\$1,359.8</b>
Express/Direct Connect	Capital	\$62.0	\$114.3	\$297.2	<b>\$473.5</b>
	O&M	\$30.9	\$57.1	\$525.4	<b>\$613.4</b>
Flex	Capital	\$1.8	\$6.8	\$40.6	<b>\$49.2</b>
	O&M	\$7.0	\$25.5	\$383.1	<b>\$415.6</b>
Paratransit	Capital	\$1.6	\$3.5	\$26.7	<b>\$31.8</b>
	O&M	\$16.1	\$35.6	\$346.2	<b>\$397.9</b>
TNC/Vanpool	O&M	\$3.2	\$5.9	\$42.0	<b>\$51.1</b>
Transit Facilities	Capital	\$113.2	\$12.3	\$0.0	<b>\$125.5</b>
Technology/TSP	Capital	\$11.7	\$1.2	\$70.3	<b>\$83.2</b>
Fixed Operating	O&M	\$35.4	\$86.0	\$1,100.1	<b>\$1,221.5</b>
<b>Total Capital</b>		<b>\$401.5</b>	<b>\$1,319.5</b>	<b>\$3,445.0</b>	<b>\$5,166.0</b>
<b>Total Operating</b>		<b>\$157.9</b>	<b>\$381.1</b>	<b>\$5,199.2</b>	<b>\$5,738.2</b>
<b>Operations Reserves and System State of Good Repair</b>		<b>\$83.2</b>	<b>\$153.5</b>	<b>\$981.5</b>	<b>\$1,218.2</b>
<b>Total</b>		<b>\$642.7</b>	<b>\$1,854.2</b>	<b>\$9,625.7</b>	<b>\$12,122.6</b>