

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - THURSDAY, JULY 9, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

NEW BUSINESS

1. Presentation of Sheriff's Office Budget Transfer Request - Sheriff Billy Carlisle
2. Presentation of Bid #254-15 IFB Dodge Trucks for Dawson County Government - Fleet Administrator Shannon Harben
3. Recommendation to Terminate Contract and Agreements Relating to Credit/Debit Card Services - Purchasing Director Davida Simpson
4. Re-Presentation of the Vehicle Replacement and Maintenance Policy Update - Director of Administration David McKee
5. County Manager Report
6. County Attorney Report

PUBLIC HEARING

1. 2015 Millage Rate and Property Tax (*2nd of 3 hearings. 1st hearing was held on July 2, 2015 and next hearing will be held on July 16, 2015*)

Backup material for agenda item:

1. Presentation of Sheriff's Office Budget Transfer Request - Sheriff Billy Carlisle



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: DCSO

Presenter: Sheriff Carlisle

Submitted By: Sheriff Carlisle

Date Submitted: 06/29/2015

Item of Business/Agenda Title: Budget Transfer

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain:

Purpose of Request: _____: To move money from capital improvements

Department Recommendation: _____

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: _____

No

Amount Requested: \$95000.00

Amount Budgeted: \$133,000.00 **

Fund Name and Account Number: ** Move from capital improvement to DCSO line item budget as requested by Sheriff Carlisle

Administration Staff Authorization

Dept. Head Authorization: *By Carlisle* Date: 6/29/15

Finance Dept. Authorization: Natalie Johnson for Dena Bosten*** Date: July 2, 2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 07/09/2015

Comments: _____

**Remaining \$38000.00 to be used to lease vehicles.

3

breakdown: \$87,250 Gross Salaries
6,675 FICA/Medicare
873 Est. Employer Contribution for Retirement
\$94,798 Total

Backup material for agenda item:

2. Presentation of Bid #254-15 IFB Dodge Trucks for Dawson County Government - Fleet Administrator Shannon Harben



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of Fleet

Presenter: Shannon Harben, Fleet Administrator

Submitted By: Davida Simpson, Purchasing Director

Date Submitted: June 30, 2015

Item of Business/Agenda Title: Presentation of Bid #254-15 IFB Dodge Trucks for Dawson County Government

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR

Commission Action Needed.

Is there a deadline on this item? If so, Explain: September 10, 2015

Purpose of Request: To purchase four (4) Dodge trucks for various county departments.

Department Recommendation: Approve as submitted.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Interest rates will increase final cost but not initial purchase price vendor

No

Amount Requested: \$173,575.00

Amount Budgeted: \$72,000 for FY 2015

Fund Name and Account Number: Capital 350-00-1500-579000

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: _____ Date: _____

County Manager Authorization: _____ Work Session Date: _____

Comments: Bid documents can be found at www.dawsoncounty.org> Bids& RFPs> Under Evaluation.

Exhibit B is the Vendor's Price Proposal Form.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Bid #254-15 IFB Dodge Trucks for Dawson County Government

DATE: June 30, 2015

BUDGET INFORMATION:

ANNUAL-
CAPITAL- \$72,000 for FY 2015

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: July 16, 2015

PURPOSE: To purchase four (4) Dodge trucks for various county departments: DCES (2), Roads (1) and Fleet (1). Vehicles will be acquired through a lease/purchase agreement (3-5 years) that is in the process of being formally quoted.

HISTORY: BOC approved funding in the 2015 Budget process for the purchase of vehicles for the aforementioned departments. Purchasing released a separate, formal quote for a 2016 Ford Escape 4WD for the Senior Center that fell below the bid threshold.

FACTS AND ISSUES: Bid was sent out via normal procedures as well as contacting dealers via telephone/email. Bidder, Don Jackson Automotive Group, LLC is the only responsive bidder.

OPTIONS: Approve as submitted (recommended).

RECOMMENDED SAMPLE MOTION: Motion to approve Bid #254-15 IFB Dodge Trucks for Dawson County Government to the only responsible, responsive bidder, Don Jackson Automotive Group, LLC, out of Union City, GA in the amount of \$173,575.00.

DEPARTMENT: Purchasing

Prepared by: Davida Simpson _

Director Natalie Johnson for Dena Bosten _



DODGE TRUCKS FOR DAWSON
COUNTY GOVERNMENT
#254-15 IFB

Work Session — 7 July 9, 2015

Overview

- BOC approved funding for leasing of vehicles for various departments in the FY2015 Budget - \$72,000.00
- Must budget for remaining lease payments in the FY2016 & FY2017 budgets
- Vehicle type and accessories was determined by need and budget.
 - ▣ Emergency Services
 - ▣ Fleet
 - ▣ Roads Department
- Bid was released on *May 20, 2015*

Financing

- Financing will be through a lease/purchase with county ownership as the objective of solicitation
- Formal quotes were solicited
 - ▣ BB&T at 1.43% for a three year term
 - ▣ Financing for five total vehicles
 - Four Dodge trucks
 - Senior Center Ford Escape 4WD
 - Total interest will be \$5,639.54 over three years

Acquisition Strategy

- ❑ Advertised in Legal Organ
- ❑ Posted on County Website
- ❑ Posted on GLGA Marketplace
- ❑ Posted on Georgia Procurement Registry
- ❑ Emailed notification through vendor registry
- ❑ Notification through County's Facebook and Twitter accounts
- ❑ Notification through Chamber of Commerce
- ❑ Called/emailed Dodge dealers throughout State

- ❑ 2 proposals received

Bid Results

Company	Emergency Services Vehicles (2) Dodge Ram 2500 2015/2016 <hr/> Price for Each Vehicle	Fleet Vehicle (1) Dodge Ram 2500 2015/2016 <hr/> Price for Each Vehicle	Roads Department Vehicles (1) Dodge Ram 5500 2015/2016 <hr/> Price for Each Vehicle	FOB
Hayes Chrysler Dodge Jeep, Inc. (State Contract Holder)	Disqualified – did not return completed pricing on vehicles			
Don Jackson Chrysler Dodge Jeep	Full Equipped Total: \$38,296.00	Full Equipped Total: \$33,256.00	Full Equipped Total: \$63,727.00	90-120 days

Recommendation

- Staff respectfully requests the Board to award Bid #254-15 IFB Dodge Trucks for Dawson County Government to the only responsive, responsible bidder, Don Jackson Automotive Group, LLC out of Union City, GA, in the amount of \$173,575.00.



**BID #254-15 IFB DODGE TRUCKS FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: DON JACKSON CHRYSLER DODGE JEEP

EMERGENCY SERVICES VEHICLE - 2 REQUESTED 2015 DODGE RAM 2500 TRADESMAN CREW CAB 4X4 6'4" BOX	VEHICLE PRICING (PRICE FOR 1)
BASE PRICE	\$ 27,451.00
ADDITIONAL OPTIONS AS DEFINED	\$ 829.00
• BLUETOOTH (OPTIONAL LINE ITEM)	\$ 561.00
AFTER MARKET ADD-ONS AS DEFINED	\$ 1390.00
• RADIOS	\$ 775.00
• PUBLIC SAFETY PACKAGE	\$ 4310.00
• CAB SHELL WITH ALL EQUIPMENT	\$ 4310.00
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$ 10,845.00
BASE + ADDITIONAL EQUIPMENT PRICE	\$ 38,296.00
TOTAL PRICE	\$ 76,592.00 *
DELIVERY TIME	90-120 DAYS ARO
FOB CHARGE	\$ 0.00
WARRANTY (CIRCLE ONE)	<input checked="" type="radio"/> COMPLY <input type="radio"/> DOES NOT COMPLY

Authorized Representative (Signature)

6/11/15
Date

C. MICHAEL DAVIS II, FLEET MGR. GOVT. SALES

Authorized Representative/Title
(Print or Type)

* Confirmed 6/12/15 @ 10:42am - Prices are for 2 vehicles.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET



**BID #254-15 IFB DODGE TRUCKS FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: DON JACKSON CHRYSLER DODGE JEEP

NOTE: RAM CARGO BOX MANAGEMENT N/A WITH 8 FOOT BED

FLEET VEHICLE – 1 REQUESTED 2015 DODGE RAM 2500 TRADESMAN CREW CAB 4X4 8' BOX	VEHICLE PRICING	
BASE PRICE	\$	<u>30,105.00</u>
ADDITIONAL OPTIONS AS DEFINED	\$	<u>1,100.00</u>
• BLUETOOTH (OPTIONAL LINE ITEM)	\$	<u>561.00</u>
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$	<u>1490.00</u>
BASE + ADDITIONAL EQUIPMENT PRICE	\$	<u>33,256.00</u>
TOTAL PRICE	\$	<u>33,256.00</u>
DELIVERY TIME		<u>90-120 DAYS A.R.O.</u>
FOB CHARGE	\$	<u>0.00</u>
WARRANTY (CIRCLE ONE)	<input checked="" type="radio"/>	COMPLY
	<input type="radio"/>	DOES NOT COMPLY

Authorized Representative (Signature)

6/11/15
Date

C. MICHAEL DAVIS II / FLEET MGR. GOVT SALES
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**BID #254-15 IFB DODGE TRUCKS FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: DON JACKSON CHRYSLER DODGE JEEP

ROADS DEPARTMENT VEHICLE – 2 REQUESTED 2015 DODGE RAM 5500	VEHICLE PRICING (PRICE FOR 1)
BASE PRICE	\$ 45,099
ADDITIONAL OPTIONS AS DEFINED	\$ 911.00
• BLUETOOTH (OPTIONAL LINE ITEM)	\$ 561.00
AFTER MARKET ADD-ONS AS DEFINED	\$ 1,472.00
• BOX & BED AS DEFINED	\$ 15,864.00
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$ 2,764.00
BASE + ADDITIONAL EQUIPMENT PRICE	\$ 63,727.00
TOTAL PRICE	\$ 127,454.00 *
DELIVERY TIME	90-120 DAYS ARO
FOB CHARGE	\$ 0.00
WARRANTY (CIRCLE ONE)	<input checked="" type="radio"/> COMPLY <input type="radio"/> DOES NOT COMPLY

Authorized Representative (Signature)

6/11/15
Date

C. MICHAEL DAVIS II, FLEET MGR. GOVT. SALES
Authorized Representative/Title
(Print or Type)

* Conference 06/12/15 @ 10:42am - Prices are for 2 vehicles.

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Davida Simpson

From: o2wizard@aol.com
Sent: Tuesday, June 30, 2015 5:15 PM
To: Davida Simpson
Subject: Re: Emailing: Exhibit B - Don Jackson Dodge Truck Bid Pricing.pdf
Attachments: 2015_06_30_17_09_34.pdf

Davida: The only math error was a duplication of a \$180.00 charge. The correct total is \$2,584.00 and the final price for the completed vehicle is \$63,727.00 as per the specifications.

I trust that this will clarify any questions when you complete your package.

Sincerely,

C. Michael Davis II
Fleet Manager Government Sales
Don Jackson Chrysler Dodge Jeep

-----Original Message-----

From: Davida Simpson <DSimpson@dawsoncounty.org>
To: o2wizard <o2wizard@aol.com>
Sent: Tue, Jun 30, 2015 4:45 pm
Subject: Emailing: Exhibit B - Don Jackson Dodge Truck Bid Pricing.pdf

Your message is ready to be sent with the following file or link attachments:

Exhibit B - Don Jackson Dodge Truck Bid Pricing.pdf

Note:

To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



**BID #254-15 IFB DODGE TRUCKS FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: DON JACKSON CHRYSLER DODGE JEEP

EMERGENCY SERVICES VEHICLE - 2 REQUESTED 2015 DODGE RAM 2500 TRADESMAN CREW CAB 4X4 6'4" BOX	VEHICLE PRICING (PRICE FOR 1)
BASE PRICE	\$ 27,451.00
ADDITIONAL OPTIONS AS DEFINED	\$ 829.00 (A+B) A
• BLUETOOTH (OPTIONAL LINE ITEM)	\$ 561.00 B
AFTER MARKET ADD-ONS AS DEFINED	\$ 13,900.00 SUBTOTAL
• RADIOS	\$ 775.00 MOTOROLA RADIO
• PUBLIC SAFETY PACKAGE	\$ 4310.00 ALL INCLUSIVE LIGHTING
• CAB SHELL WITH ALL EQUIPMENT	\$ 4370.00 INCLUDES RACK, WINDOWS, DRAWERS
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$ 10,815.00 ALL ADDS TOTAL
BASE + ADDITIONAL EQUIPMENT PRICE	\$ 38,296.00
TOTAL PRICE	\$ 76,592.00 76,592.00 TOTAL FOR 2 VEHICLES
DELIVERY TIME	90-120 DAYS ARO
FOB CHARGE	\$ 0.00
WARRANTY (CIRCLE ONE)	<input checked="" type="radio"/> COMPLY <input type="radio"/> DOES NOT COMPLY

[Signature]
Authorized Representative (Signature)

6/11/15
Date

C. MICHAEL DAVIS II, FLEET MGR. GOVT. SALES
Authorized Representative/Title
(Print or Type)

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NOTE: RAM CARGO BOX MANAGEMENT N/A WITH 8 FOOT BED

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BASE PRICE	\$	30,105.00
ADDITIONAL OPTIONS AS DEFINED	\$	1,100.00 CARGO BOX MGT
• BLUETOOTH (OPTIONAL LINE ITEM)	\$	561.00
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$	1490.00 INCLUDES ALL SPECIFIED AS OPTIONS REQUIRED
BASE + ADDITIONAL EQUIPMENT PRICE	\$	33,256.00 TOTAL COST WITH LINE ITEMS
TOTAL PRICE	\$	33,256.00
DELIVERY TIME		90-120 DAYS A.R.O.
FOB CHARGE	\$	0.00
WARRANTY (CIRCLE ONE)	<input checked="" type="radio"/>	COMPLY
	<input type="radio"/>	DOES NOT COMPLY



Authorized Representative (Signature)

6/11/15

Date

C. MICHAEL DAVIS II / FLEET MGR. GOVT SALES

Authorized Representative/Title
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VENDOR'S PRICE PROPOSAL FORM**

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ADDITIONAL OPTIONS AS DEFINED	\$	911.00 A
• BLUETOOTH (OPTIONAL LINE ITEM)	\$	561.00 B
AFTER MARKET ADD-ONS AS DEFINED	\$	1,472.00 C
• BOX & BED AS DEFINED	\$	15,864.00 D Box & BED
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$	22,847.00 TOTAL OF ABC
BASE + ADDITIONAL EQUIPMENT PRICE	\$	63,727.00
TOTAL PRICE	\$	127,454.00 *
DELIVERY TIME		90-120 DAYS ARO
FOB CHARGE	\$	0.00
WARRANTY (CIRCLE ONE)	<input checked="" type="radio"/> COMPLY	<input type="radio"/> DOES NOT COMPLY

CORRECTED
DATA ERROR
*180 ADDED TWICE
IN ADDITIONAL
ADONS
CORRECTED
TO 2554.00

Authorized Representative (Signature)

6/11/15

Date

C. MICHAEL DAVIS II, FLEET MGR. GOVT. SALES
Authorized Representative/Title
(Print or Type)

* Confirmed 06/12/15 @ 10:42am - Prices are for 2 vehicles.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET

Backup material for agenda item:

3. Recommendation to Terminate Contract and Agreements Relating to Credit/Debit Card Services - Purchasing Director Davida Simpson



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing

Presenter: Purchasing Director Davida Simpson

Submitted By: Purchasing Director Davida Simpson

Date Submitted: June 4, 2015

Item of Business/Agenda Title: Recommendation to terminate contract and agreements relating to credit/debit card services

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain:

Purpose of Request: To terminate the existing contract with Govolution and to dissolve related agreements with Elected Officials

Department Recommendation: To terminate contract and dissolve agreements as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested: _____ Amount Budgeted: _____

Fund Name and Account Number:

Administration Staff Authorization

Dept. Head Authorization: Natalie Johnson for Dena Bosten Date: 6/30/2015

Finance Dept. Authorization: Natalie Johnson for Dena Bosten Date: 6/30/2015

County Manager Authorization: _____ Work Session Date: _____

Attachments: Contract with Govolution, Agreements with Elected Officials who opted in program, email correspondence with

UCB Payment Systems and Govolution



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Recommendation to terminate contract and agreements relating to credit/debit card services

DATE: June 4, 2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: July 2, 2015

PURPOSE: To terminate the existing contract with Govolution and to dissolve related agreements with Elected Officials who opted into the program.

HISTORY: BOC approved contract with vendor on February 19, 2015. Vendor was to provide online portal and point-of-sale credit/debit card sales for participating government offices. Vendor failed to fulfill obligations as originally reported. Departments agreed contract termination was only recourse after vendor vacillated on several important options.

FACTS AND ISSUES: Vendor failed to meet expectations. Departments tried to salvage contract but vendor changed several key factors that were non-negotiable, to include pricing, services, and promises made in original presentations. All Elected Officials either expressed strong reservations or have already opted out. No vendor contract, no agreements needed. No fees have been incurred and no official letter is required by vendor.

OPTIONS: To terminate contract as submitted and dissolve agreements with Elected Officials.

RECOMMENDED SAMPLE MOTION: Motion to terminate contract with Govolution as submitted.

DEPARTMENT:

Prepared by: David Simpson

Director Natalie Johnson for Dena Bosten

Master Subscription Agreement

This Master Subscription Agreement (the "Agreement") is entered into between Govolution LLC ("Govolution") and Dawson County, Georgia ("Subscriber"), whose principal place of business is located at 25 Justice Way Suite 2214 Dawsonville, Georgia 30534 on this date the 10th day of March 2015 (the "Effective Date"). In consideration of the mutual promises set forth herein, the sufficiency of which hereby is acknowledged, the parties agree as follows:

1. **SERVICES.** Subject to the terms of this agreement, Govolution shall provide to Subscriber Internet-based electronic payment services (the "Subscribed Services") using a third party's proprietary software applications for the purpose of processing credit card and/or ACH payments as specified in Attachment 1.
2. **PAYMENT.** Subscriber shall pay Govolution in accordance with Attachment 1 - Price Schedule.
3. **TERM.** The term of this agreement shall be through December 31, 2015 with annual renewals for two (2) additional years, unless termination notice is provided by either party, as required in section 4. The total obligation of Subscriber shall be payment in accord with this agreement required from Subscriber during the term hereof. This agreement shall absolutely and without further obligation on the part of Subscriber at the close of the calendar year the agreement is executed and at the close of each calendar year for which the agreement may be renewed. This agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Subscriber under this agreement.
4. **TERMINATION.** Either party may elect to terminate this Agreement by giving the other party at least thirty (30) days advance written notice prior to the date of termination. In the event of such termination the Subscriber shall be responsible for all fees, costs and charges incurred prior to the date of termination.
5. **PROPRIETARY RIGHTS.** Subscriber acknowledges that Govolution and/or its licensors own all intellectual property rights in the Subscribed Services, including without limitation all hardware and software components and any associated documentation, and all customizations, developments and derivative works made therefrom. The parties agree that this Agreement does not grant Subscriber any rights to patents, copyrights, trade secrets, trade names, or trademarks, registered or unregistered, or any other rights or licenses with respect to the Subscribed Services, other than those agreed to herein and described in Attachment 1.
6. **SUBSCRIBER OBLIGATIONS.** Subscriber shall provide Govolution with full, good faith cooperation and such information, assistance and support as Govolution reasonably deems to render the Subscribed Services.
 - 6.1. **Technical Representative.** Subscriber shall designate a technical representative, who is knowledgeable of Subscriber's technical requirements and authorized to provide guidance and instruction to Govolution, to serve as primary point of contact with Govolution or Govolution's third party agent for technical purposes.
 - 6.2. **Data Maintenance and Backup Procedures.** Govolution shall maintain and update the databases and associated files utilized in the Subscribed Services on behalf of Subscriber, and Subscriber agrees that Govolution has the sole right to do so. In connection with such maintenance and updates, Subscriber shall test, and/or assist Govolution in testing, the consistency and completeness of such maintenance and updates as Govolution reasonably requests.
- 6.3. In the event of any loss or damage to Subscriber's data, Subscriber's sole and exclusive remedy shall be for Govolution to use commercially reasonable and good faith efforts to replace or restore the lost or damaged data from the latest backup, which Govolution has maintained in accordance with its standard archival procedures.
- 6.4. **Taxes:** Subscriber shall be responsible for any applicable federal, state or local taxes based on the Subscribed Services (other than taxes based on Govolution's net income). Such taxes shall be billed to and paid by Subscriber, in addition to the fees and expenses stated above.
7. **CONFIDENTIALITY** By virtue of this Agreement, the parties hereto may have access to information that is confidential to one another (the "Confidential Information"). Confidential Information shall include, but not be limited to, source code, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, Subscriber names, prospective Subscriber names, the terms and pricing under this Agreement and all information clearly identified in writing at the time of disclosure as confidential. The obligations imposed by this Section 7 shall survive the expiration or earlier termination of this Agreement.
 - 7.1. **Exceptions:** A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.
 - 7.2. **Use and Nondisclosure:** The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party, except Govolution's subcontractors, accountants and/or attorneys, or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. In the event that disclosure is required by law, to the maximum extent possible, prior to making the disclosure the disclosing party shall first provide the other party with written notice that disclosure is required by law and provide that party with a reasonable opportunity to make legally permissible objections or otherwise present evidence establishing that disclosure is not required by law.
8. **WARRANTY.** Govolution warrants that the Subscribed Services will substantially comply with the specifications set forth in this Agreement.
9. **LIMITATIONS ON LIABILITY. To the maximum extent permitted by law,** in no event shall Govolution and/or its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents be liable, under any circumstances or legal theories whatsoever, to Subscriber or any third party for any loss of profits, revenue or goodwill, loss of savings, loss of use or data, interruption of business, or for any indirect or incidental damages that result in any way from Subscriber's or any third party's use of or inability to use the Subscribed Services, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the Subscribed Services.
 - 9.1. Subscriber understands and agrees that Govolution does not and cannot control the flow of data to or from Govolution's data center and other portions of the Internet. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet or portions thereof. Govolution disclaims any and all liability resulting from or related to such

events. In addition to and not in limitation of the foregoing, Subscriber acknowledges and agrees that the Subscribed Module(s) is intended for access and use by means of web browsing software, and that Govolution does not commit to support any particular browsing platform or technology, including assistive technology.

9.2. Subscriber understands and agrees that Govolution shall not be responsible for the security of data residing on the server of Subscriber or any third party to this Agreement (including without limitation the general public, any Govolution, financial institution or third party processor) or for the ability or inability of such third parties to transact, receive, obtain, exchange or transmit data to or from a server(s) controlled by Govolution.

10. INDEMNIFICATION. To the maximum extent permitted by law, Subscriber agrees to indemnify and hold Govolution, its employees and agents harmless from and against all claims or demands from third parties arising out of any acts and/or omissions of Subscriber or its employees or agents to the extent that such claims or demands are not the result of a negligent act or omission by Govolution, its employees or agents. To the maximum extent permitted by law, Govolution agrees to indemnify and hold Subscriber, its employees and agents harmless from and against all claims or demands from third parties arising out of any acts and/or omissions of Govolution or its employees or agents to the extent that such claims or demands are not the result of a negligent act or omission by Subscriber, its employees or agents.

11. NOTICES. Except as otherwise expressly stated in this Agreement, any notices or communications required or permitted under this Agreement shall be deemed to have been duly given only if in writing and delivered to the address of the receiving party as follows:

Govolution LLC
2000 N 14th St., Suite 600
Arlington, VA 22201

Subscriber:

Dawson County, Georgia
25 Justice Way Suite 2214
Dawsonville, Georgia 30534

Notices shall only be sent via (a) certified U.S. mail, return receipt requested, postage prepaid; (b) overnight courier, postage prepaid; or (c) via hand delivery.

12. ENTIRE AGREEMENT. This Agreement (and any exhibits and/or schedules attached hereto) constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and merges any and all prior proposals, understandings, agreements and representations, whether oral or written.

13. MODIFICATION. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

14. HEADINGS AND SUBSECTIONS. Section headings are provided for convenience of reference and do not constitute part of this Agreement.

15. SEVERABILITY; NO WAIVER. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

16. ASSIGNMENT. Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party; provided, however, that either party may assign this Agreement, without the need to obtain the consent of the other party, to an Affiliate of such party or to a successor in interest resulting from a merger, acquisition or sale of all or substantially all of the assets to which this Agreement relates. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement.

17. NO THIRD PARTY BENEFIT. The provisions of this Agreement are for the sole benefit of the parties hereto. This Agreement confers no rights, benefits or claims upon any person or entity not a party hereto.

18. RELATIONSHIP OF THE PARTIES. The parties will be and shall act as independent contractors and not as an agent or partner of, or joint venturer with, the other party for any purpose. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

19. FORCE MAJEURE. Either party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of the excused party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation or communications systems, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God.

20. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of Dawson County, Georgia (or, if there is exclusive federal jurisdiction, U.S. District Court of the Northern District of Georgia, Gainesville Division), and the parties hereby consent to the personal and exclusive jurisdiction of these courts and hereby agree that such courts are a convenient forum for any disputes hereunder.

21. FEES. Merchant card services fees will be automatically deducted from a client-defined account on a monthly basis. Technology fees can be automatically deducted from a client-defined account on a monthly basis, or Govolution can invoice the Subscriber monthly for fees due.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement, effective as of the date first written above.

Subscriber:

By: Mike Berg
Name: Mike Berg
Title: Chairman

Govolution LLC
By: Greg Gentile
Name: Greg Gentile
Title: President

PRICING SCHEDULE – ATTACHMENT 1

SERVICE FEE MODELS (CONVENIENCE FEE MODEL)

In a Service fee pricing model, the customer makes payment for the sum of the principal amount plus an additional fee (Service fee) to cover the cost of the transaction. The Client will not be charged credit card or ACH processing costs. **The Service fee pricing offered below includes all configuration, deployment, implementation, training, testing, compliance, and customer support and maintenance services.** Govolution offers this pricing to all agencies, departments, and other entities that operate under the governmental structure of the Client. In addition, Govolution will typically absorb any increases in interchange fees mandated by the credit card brand rules. However, Govolution reserves the right to request to increase the charged Service fee if the card brands increase their interchange fees substantially.

Velocity Product	Service Fee
Virtual Terminal (Over-the-Counter)	2.50% for all Credit and Debit Card transactions Minimum of \$1.00 per transaction \$1.50 for all e-Check/ACH transactions
Virtual Terminal with Customer Profiles	2.50% for all Credit and Debit Card transactions Minimum of \$1.00 per transaction \$1.50 for all e-Check/ACH transactions
Integrated Web Deployment	2.50% for all Credit and Debit Card transactions Minimum of \$1.00 per transaction \$1.50 for all e-Check/ACH transactions
Basic Bill Presentment	2.50% for all Credit and Debit Card transactions Minimum of \$1.00 per transaction \$1.50 for all e-Check/ACH transactions
Advanced Bill Presentment	2.50% for all Credit and Debit Card transactions Minimum of \$1.00 per transaction \$1.50 for all e-Check/ACH transactions
Basic IVR Deployment	2.50% for all Credit and Debit Card transactions Minimum of \$1.00 per transaction \$1.50 for all e-Check/ACH transactions
Advanced IVR Deployment	2.50% for all Credit and Debit Card transactions Minimum of \$1.00 per transaction \$1.50 for all e-Check/ACH transactions

1. The Client will receive the payment amount settled into an account designated for the specific e-Government application (e.g. personal property tax, real estate tax, etc.). Govolution will retain the Service fee.
 - Local, state, and federal courts of law that administer and process court fees, alimony, and child support payments
 - Government entities that administer and process local, state, and federal fines
 - Local, state, and federal entities that engage in financial administration and taxation
 - Government Services; merchants that provide general support services for the government

SERVICE FEE APPLICATIONS - PROVISION OF THE SERVICES

1. Provisions: Govolution shall provide the Services in accordance with the following guidelines:
 - Govolution may charge customer (“Cardholder” or “Customer”) a “Service fee” for each Card or Electronic Check transaction processed (the “Service Fee”), to be collected in addition to the corresponding Subscriber Payment as part of a unified Card transaction.
 - Except for any fees to be paid by Subscriber as set forth in Attachment 1, Govolution shall not charge the Subscriber an additional fee for Service fee transactions. Enhancements to the Services or additional services not provided for in this

agreement, and any related fees payable by Subscriber in connection therewith, will be mutually agreed in writing by Provider and Subscriber.

- With respect to all “refund” Card transactions that are substantiated by a Card holder and approved by an authorized representative of Govolution and Subscriber: (i) Govolution shall refund to the Cardholder the corresponding Subscriber Payment and Service Fee; and (ii) shall debit the Subscriber’s depository bank account (the “Subscriber Bank Account”) for the amount of the corresponding Subscriber Payment.
 - With respect to all “chargeback” Card transactions that are substantiated by a Cardholder and for which Govolution has been charged by the relevant Card issuer, Govolution shall debit the Subscriber Bank Account for the amount of the corresponding Subscriber Payment.
 - Govolution shall settle Subscriber Payment transactions to the appropriate Card organizations, and forward all Subscriber Payments to the Subscriber Bank Account. Govolution shall retain all Service Fees collected by it hereunder. In the event that Govolution is unable to collect all amounts owed by Subscriber hereunder through debiting the Subscriber Bank Account, Subscriber shall promptly pay all owed amounts to Govolution in immediately available funds.
 - Govolution will notify each Customer of the dollar amount of all Subscriber Payments and Service fees to be charged to his/her Card and obtain the Customer’s approval (electronic or otherwise) of such charges prior to initiating Card authorizations.
 - Govolution will provide Customer with electronic confirmation of Card transactions.
 - Govolution will retain Card authorization logs and transaction records for such period of time as required by applicable law and the regulations of the respective Card organizations.
2. Subscriber’s Obligations: In order to provide the Services as outlined in this agreement, Subscriber will be required to comply with the following guidelines:
- Prior to Govolution’s commencement of the Services, Subscriber will enter into all applicable merchant agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation, with respect to the use of specific Card logos and marks.
 - Other than permitting Govolution to charge the Service Fees in accordance with this Agreement, Subscriber will not impose any surcharge or other penalty on Card transactions made by Customer for Subscriber Payments.
 - Subscriber will reimburse Govolution for all chargeback actions resulting from overpayments, duplicate or misapplied payments or unauthorized charges that are substantiated by a Cardholder and approved by authorized representatives of Govolution and Subscriber. Subscriber will provide to Govolution all necessary documents and correspondence in connection with such a transaction or other similar refund transaction.
 - Subscriber will establish a reasonable adjustment policy to accommodate adjustments that are required in the normal course of Subscriber’s daily operations.
 - Subscriber will not require, as a condition to making a Subscriber Payment, that a Cardholder agree in any way to waive such person’s rights to dispute the transaction with the Card issuer for legitimate reasons.
 - Subscriber will make a reasonable effort to promote the Services to Customers. These promotions may include publishing the relevant telephone number and URL for Subscriber Website on instruction booklets, tax preparer communications, taxpayer information publications, citations and notices, bills as applicable, and related marketing materials.

EQUIPMENT PRICING LIST

In addition to purchasing encrypted devices, these capabilities require a subscription to a service for secure, real-time encryption and decryption. The following pricing is the pricing for encrypted swipe devices. The pricing is as follows: Also please note that each purchased device is serialized and must be registered/configured for use with our system. As such, devices not purchased through us will not work with our system.

Dynamag Encrypted Swipe Device Pricing

Hardware Cost	\$75.00 per unit, plus shipping \$72.00 per unit, plus shipping, for bulk purchases of 100 or more units at one time \$67.50 per unit, plus shipping, for bulk purchases of 500 or more units at one time
Magtek Magensa Encryption/Decryption Service	\$89.00 per unit per 12-month period* \$85.00 per unit per 12-month period*, for units purchased as part of a bulk purchase of 100 or more units at one time \$79.00 per unit per 12-month period*, for units purchased as part of a bulk purchase of 500 or more units at one time
Device Warranty	1 Year Manufacturer's Warranty

* Magtek Magensa Encryption/Decryption Service will be invoiced upon delivery of the Dynamag device, and every 12 months thereafter. There is no refund of this annual fee should the client discontinue service prior to the end of a given 12-month period.

AGREEMENT

WHEREAS, O.C.G.A. § 50-1-6 permits the collection of amounts payable to any officer or unit of state or local government required or authorized to receive or collect payment by credit or debit card with the agreement of the local governing body; and

WHEREAS, the Clerk of Court desires to accept the payment by credit or debit card; and

WHEREAS, the Board of Commissioners of Dawson County agrees that it is in the best interest of the County and its citizens to accept payments by credit or debit card; and

WHEREAS, the Board of Commissioners adopted a Resolution authorizing the collection of payments due the county, including taxes, by credit or debit card and authorizing the collection of fees to cover the administrative costs of accepting such payments; and

WHEREAS, the Board of Commissioners entered into a Subscription Agreement with Govolution, LLC for internet-based electronic payment services on the 11th day of March, 2015.

NOW THEREFORE, the Board of Commissioners of Dawson County and the Clerk of Court hereby agree as follows:

Payments received by the Clerk of Court's office may be made by credit or debit card.

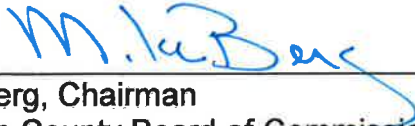
When a payment is made by credit or debit card, the Clerk of Court shall charge, in addition to the amount owed, a processing fee in an amount to be determined by the Board of Commissioners in order to offset the fees paid by the county in processing credit card payments.

Clerk of Court shall abide by the terms of the Resolution of the Board of Commissioners to permit county offices to receive credit card payments, which is attached hereto and incorporated herein by reference, and policies and procedures adopted by the Board of Commissioners for the collection of payments by credit cards, and the terms of the Subscription Agreement described herein.

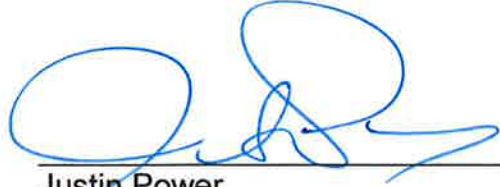
An officer or employee who accepts a credit card payment in accord with this agreement and the policies or procedures adopted pursuant hereto shall not incur any personal liability for the final collection of such payments.

Upon 30 day notice either party may terminate this agreement.

This 16th day of March, 2015.



Mike Berg, Chairman
Dawson County Board of Commissioners



Justin Power
Clerk of Court

ATTEST:



Danielle Yarbrough, County Clerk

AGREEMENT

WHEREAS, O.C.G.A. § 50-1-6 permits the collection of amounts payable to any officer or unit of state or local government required or authorized to receive or collect payment by credit or debit card with the agreement of the local governing body; and

WHEREAS, the Tax Commissioner desires to accept the payment by credit or debit card; and

WHEREAS, the Board of Commissioners of Dawson County agrees that it is in the best interest of the County and its citizens to accept payments by credit or debit card; and

WHEREAS, the Board of Commissioners adopted a Resolution authorizing the collection of payments due the county, including taxes, by credit or debit card and authorizing the collection of fees to cover the administrative costs of accepting such payments; and

WHEREAS, the Board of Commissioners entered into a Subscription Agreement with Govolution, LLC for internet-based electronic payment services on the 12th day of February, 2015.

NOW THEREFORE, the Board of Commissioners of Dawson County and the Tax Commissioner hereby agree as follows:

Payments received by the Tax Commissioner's office may be made by credit or debit card.

When a payment is made by credit or debit card, the Tax Commissioner shall charge, in addition to the amount owed, a processing fee in an amount to be determined by the Board of Commissioners in order to offset the fees paid by the county in processing credit card payments.

Tax Commissioner shall abide by the terms of the Resolution of the Board of Commissioners to permit county offices to receive credit card payments, which is attached hereto and incorporated herein by reference, and policies and procedures adopted by the Board of Commissioners for the collection of payments by credit cards, and the terms of the Subscription Agreement described herein.

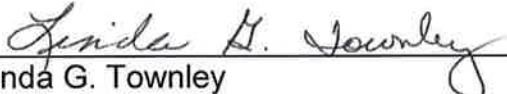
An officer or employee who accepts a credit card payment in accord with this agreement and the policies or procedures adopted pursuant hereto shall not incur any personal liability for the final collection of such payments.

Tax Commissioner shall maintain the approval of the State Depository Board or other applicable state agency to receive any state taxes or fees.

This 12th day of February, 2015.



Mike Berg, Chairman
Dawson County Board of Commissioners



Linda G. Townley
Tax Commissioner

ATTEST:



Danielle Yarbrough, County Clerk

Davida Simpson

From: Davida Simpson
Sent: Wednesday, June 03, 2015 4:48 PM
To: Bruce Taylor
Cc: Kevin Schiewe; Shannon Cathey; Joan Talley; Davida Simpson
Subject: RE: Following up

Bruce,

Thank you again for everything. I appreciate you reporting back that no additional documentation other than this email is needed and no cost has been incurred. If anything changes, I will be in contact. Take care.

-Davida

"If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. Please contact me at (706) 344-3501 x42223 or via email at dsimpson@dawsoncounty.org, if you receive this e-mail in error."

From: Bruce Taylor [<mailto:btaylor@scservicesllc.com>]
Sent: Wednesday, June 03, 2015 3:48 PM
To: Davida Simpson
Cc: Kevin Schiewe; Shannon Cathey
Subject: Re: Following up

Davida - nothing further needed to close out the Govolution accounts. And no fees!

Very sorry this did not work out. You guys have obviously been diligent with your merchant services and have good programs in place. We just couldn't offer enough increased value to you at this time to make it worth the effort. However, if circumstances ever change please let us know and we will come-a-runnin'

Best Regards,
Bruce

Sent from my iPhone

On Jun 2, 2015, at 5:02 PM, "Davida Simpson" <DSimpson@dawsoncounty.org> wrote:

Sounds good.

-Davida

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From: Shannon Cathey [<mailto:scathey@scservicesllc.com>]
Sent: Tuesday, June 02, 2015 4:37 PM
To: Davida Simpson

Cc: Bruce Taylor
Subject: RE: Following up

Hello Davida,

Thank you for speaking with me this afternoon. I am sorry that the Govolution solution will not work for Dawson County. I was looking forward to working with you and your team but I now have a new friend 😊

I spoke to Bruce and Govolution had already agreed that there would be nothing owed by Dawson County in the event of cancellation prior to implementation. Bruce will let you know whether Govolution still requires the certified letter for cancellation by Friday. Is that okay?

Please keep us in mind for the future. I look forward to lunch real soon!

Have a great rest of the week!

Thank you.

Shannon
United Community Payment Systems
Cell: [\(404\) 430-3785](tel:4044303785)
Office: [\(844\) 496-1313](tel:8444961313)
Fax: [\(678\) 248-9060](tel:6782489060)

From: Davida Simpson [<mailto:DSimpson@dawsoncounty.org>]
Sent: Tuesday, June 02, 2015 4:10 PM
To: Shannon Cathey
Subject: FW: Following up

Shannon,

Do you have time to talk today or tomorrow?

-Davida

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From: Bruce Taylor [<mailto:btaylor@scservicesllc.com>]
Sent: Tuesday, June 02, 2015 11:41 AM
To: Davida Simpson; Shannon Cathey
Cc: Joan Talley
Subject: RE: Following up

Sorry for the delay. I'm still waiting on Kevin and he is waiting on Govolution's Compliance/Legal gurus. I am working with him later this afternoon on another matter so I will get an update.

From: Davida Simpson [<mailto:DSimpson@dawsoncounty.org>]
Sent: Tuesday, June 02, 2015 10:01 AM
To: Bruce Taylor; Shannon Cathey

Cc: Joan Talley
Subject: RE: Following up

Good morning. Is there a time where we can speak about the status?

-Davida

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From: Davida Simpson
Sent: Thursday, May 28, 2015 11:04 AM
To: 'Bruce Taylor'; Shannon Cathey
Cc: Joan Talley
Subject: RE: Following up

Bruce,

Thank you for working on this for us.

Termination Clause: I'll review the language they send to see if it's something that we are comfortable with. I will ask what costs, if any have we incurred at this point.

Rec1: Until we had confirmation from Govolution that we could do a trial run at no cost, we would not move forward so this holdup may be on our end. Let's get the language (above) first and then see where we are.

Rate: I was concerned about this when you said it in the meetings. When you say "other departments" which ones specifically? The Tax Commissioner and more than likely the Clerk is out so where does that leave us? I'll be honest, this is a major concern and is not my decision.

Again, we'll wait for the new language that should include the new rates and go from there.

Thoughts?

-Davida

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From: Bruce Taylor [<mailto:btaylor@scservicesllc.com>]
Sent: Thursday, May 28, 2015 10:28 AM
To: Shannon Cathey; Davida Simpson
Cc: Joan Talley
Subject: RE: Following up

Good Morning, Davida –

Sorry for the delay. Our requests for adjustments to Govolution's paperwork (striking termination clause, etc) had to be run up their chain of command. I spoke with Kevin Schiewe from Govolution again

this morning and he tells me they are not willing to strike the clause completely but are willing to modify it to alleviate your concerns about being able to run a thorough "trial" period with Parks & Rec without being locked in. He will be sending me those modifications today and I will forward on to you.

Also he's been trying to get an audience with Rec1 (Parks & Rec's management program) about the interface between and also to complete a Mutual Non-Disclosure Agreement between those two companies. Since payment and card data would be flowing between the two programs this is a requirement before we can proceed. No movement on that yet.

And finally, Govolution has balked at honoring the 2.50% convenience fee if we are only signing up Parks & Rec for now. The rate would have to go back up to the original 2.75% until the other departments came on, then could be reduced down to 2.50%. So I spoke out of turn in our last meeting on that – I was confident we had enough leverage to keep the rate at 2.50%. But this argument went all the way to their company president and he is holding firm. I apologize but wanted to let you know that now.

Please let me know if any questions.

Thank you,
Bruce Taylor
United Community Payment Systems
469-499-6929

From: Shannon Cathey
Sent: Thursday, May 28, 2015 7:16 AM
To: Davida Simpson
Cc: Joan Talley; Bruce Taylor
Subject: Re: Following up

Hi Davida,
Sorry for the delay but Bruce is still waiting to hear back from Govolution. He hopes to hear back today.

Thank you.
Shannon Cathey
United Community Payment Systems
Direct: [\(404\) 430-3785](tel:4044303785)
Customer Service: [\(844\) 496-1313](tel:8444961313)
Direct Fax: [\(678\) 248-9060](tel:6782489060)

On May 27, 2015, at 8:20 AM, "Davida Simpson" <DSimpson@dawsoncounty.org> wrote:

Shannon,

Good morning. Have you heard anything back from Govolution yet? Thank you.

-Davida

"If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. Please contact me at (706) 344-3501 x42223 or via email at dsimpson@dawsoncounty.org, if you receive this e-mail in error."

From: Shannon Cathey [<mailto:scathey@scservicesllc.com>]
Sent: Wednesday, May 20, 2015 1:53 PM
To: Davida Simpson
Cc: Joan Talley; Bruce Taylor
Subject: Following up

Hello Davida,

Thank you for allowing us the opportunity to meet again with the elected officials in Dawson County. It was very helpful and I apologize that the integration requirements for each department were not discovered earlier in the process.

We have contacted Govolution about the terms of the contract and hope to have an answer in the next day or so.

Hope you a have a great afternoon!

Thank you.
Shannon Cathey
United Community Payment Systems
Direct: [\(404\) 430-3785](tel:4044303785)
Office: [\(844\) 496-1313](tel:8444961313)
Fax: [\(678\) 248-9060](tel:6782489060)

Backup material for agenda item:

4. Re-Presentation of the Vehicle Replacement and Maintenance Policy Update - Director of Administration David McKee



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Administration

Presenter: McKee

Submitted By: D. McKee

Date Submitted: 6-16-2015

Item of Business/Agenda Title: Vehicle Replacement and Maintenance Policy update

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR

Commission Action Needed.

Is there a deadline on this item? If so, Explain: No

Purpose of Request: Update the vehicle replacement policy

Department Recommendation: Review and approve the updated policy revision

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested:

Amount Budgeted:

Fund Name and Account Number:

Administration Staff Authorization

Dept. Head Authorization: David McKee

Date: 6-16-2015

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: Cindy Campbell

Work Session Date: 06/25/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Vehicle Replacement and Maintenance Policy update

DATE: 6-16-2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: 7-2-2015

PURPOSE: Review the updated vehicle replacement policy. As funding becomes available, staff has updated the guidance policy on the replacement guidelines.

HISTORY: The Board of Commissioners was presented the current policy which was approved in March of 2009. The policy lists replacement by mileage and or number of years in service. The replacement policy was approved, however, the funding was not available to create a replacement fund as outlined in the policy.

FACTS AND ISSUES: Current County fleet is aging and policy guidance is needed to replace vehicles. The current replacement criteria is as follows: Sheriff Patrol 4 yrs, 125k miles; Sheriff Non-Patrol 7 yrs, 150k miles; all other County vehicles 10 yrs, 150k miles. Fleet Maintenance currently maintains more accurate records utilizing the fleet management software purchased in 2009.

OPTIONS: Review and approve the updated vehicle replacement and maintenance policy as drafted; leave the replacement criteria as is with no changes; recommend alternate changes.

Policy Change is as follows: Sheriff Patrol 6yrs, 150k miles; Sheriff Non-Patrol 10 yrs, 175k miles; all other County vehicles 10 yrs, 175k miles

RECOMMENDED SAMPLE MOTION: Motion to approved the updated Vehicle Replacement and Maintenance Policy as drafted.

DEPARTMENT: Administration

Prepared by: D. McKee

Director David McKee



<p align="center">DAWSON COUNTY GOVERNMENT GENERAL ORDER</p>	<p>Date of Issue: 5-1-2009</p>	<p>Effective Date: 5-01-2009</p>	<p>Revision Date 7-6-2015</p>
<p>Subject: Vehicle Replacement and Maintenance</p>	<p>Number: CA-140</p>		
<p>Index as: County vehicles, County owned vehicles, County leased vehicles and personal vehicles used for County business</p>	<p>VERSION:0212B</p>		

<p>Special Instructions:</p>	<p>Amends:</p>	<p>Rescinds:</p>
<p>Distribution: General</p>		

Purpose: The purpose of this policy is to develop a long-range vehicle replacement plan which would allow Dawson County to replace **passenger vehicles ¾ ton or less** in accord with the normal useful life of each vehicle. This policy establishes a sound business approach associated with the cost and benefits of equipment and its capabilities, funding purchases through a “pay-as-you go” methodology, and making decisions on replacements considering the level of usage and demonstrated needs. This policy applies to all departments that are assigned and operate County owned vehicles. The Fleet Administrator shall be responsible for maintaining a Five-year Annual Replacement Plan for all vehicles. This policy does not apply

to vehicles that are purchased with funds or methods from Grants, SPLOST, Impact Fees, seizures or donated vehicles. Vehicles purchased with SPLOST or Grant Funds may be covered within this policy guideline if the SPLOST and or Grant guidelines have been met prior to the replacement.

- A. **Criteria for Replacement:** Vehicle replacement purchases should be based upon a cost/benefit analysis which shall include the life cycle costs associated with the specific vehicle model as it relates to its intended use. Fuel efficiency should be considered in this evaluation.

The Fleet Administrator shall be responsible for maintaining data on all county owned vehicles. This data shall include the following: vehicle identification, repair costs, life expectancy and budget requirements. The data shall be reported in the following format:

ID# - This is the vehicle's identification number.

Make/Model/ VIN# - The manufacturer, model name and vehicle identification number.

Miles - The number of miles of the vehicle at the time of data collection

Age (years) - The estimated number of life years a county vehicle should remain in service.

Assigned To - The individual that is responsible for the vehicle on a daily basis.

Remaining Miles - The estimated remaining miles before a county vehicle should be removed from service. The County mileage benchmark can be found below.

Average Miles - The average number of miles a vehicle is driven per year

Years Remaining - If the vehicle continues to be driven at its annual mile average rate, the "years remaining" represents the number of years the county vehicle can cost-effectively be kept in service.

Replacement Cost - The estimated vehicle replacement costs. This cost should be based in part on Georgia's state contract.

Budget - The amount necessary to purchase a replacement vehicle on a projected date.

An effective vehicle replacement program balances three factors to determine the best time to replace a fleet vehicle: cost of the new vehicle; cost of maintaining the vehicle being replaced; and proceeds from disposal of vehicle being replaced. The goal of the replacement then will be to minimize the first two factors while maximizing the third factor. In order to accomplish this goal, the following criteria shall be considered:

Mileage and age of vehicles are general criteria for initial replacement review. Other factors that may be considered are: historical repair costs, safety issues, downtime, potential repairs or overhauls, post-accident vehicle performance, etc. The general replacement criteria are listed below:

1. Minimum requirements for Law Enforcement vehicles:

- i. Patrol/pursuit vehicles : 6 years / 150,000 miles
- ii. Non-patrol and administrative vehicles: 10 years / 175,000 miles

2. Other County vehicles: 10 years / 175,000 miles

B. Other Criteria: The above is only a guide as there may be occasional problematic vehicles in the County inventory that should be replaced earlier. Furthermore, there may be others whose usefulness can be extended beyond these specifications. All must be evaluated on a case by case basis. To be considered for replacement, the Department Head and/or Elected Official must conduct a vehicle replacement review to verify their vehicle replacement needs. After the department's review, the findings shall be forwarded to the County Manager for budget consideration and replacement approval. The following guidelines shall also be considered during the department's vehicle replacement review :

- 1. Vehicle has not reached the age/mileage threshold, but requires excessive repairs greater than 50% of the vehicle's fair market value;
- 2. Vehicle's lifetime repair costs exceed 80% of its purchase price;
- 3. Replacement parts are no longer available; and/or
- 4. Vehicle's fair-market value is less than \$2,500

C. Surplus Vehicles: Upon receiving the replacement vehicle, each department will place the original vehicle into a surplus status within the fleet inventory and the Fleet Administrator will determine if the vehicle is placed in the pool inventory or surplus for sale. Each surplus vehicle shall be stored at the County's impound lot as directed by the Fleet Administrator until the next County surplus auction. If another department requests the use of a pool or surplus vehicle, a request/approval shall be made to/by the County Manager or designee prior to the vehicle's reassignment/use. The Fleet Administrator or designee shall be responsible for all keys/tags associated with a pool/surplus vehicle.

The Fleet Administrator and the Chief Financial Officer (CFO) will prepare the listing of surplus vehicles and present these to the Board of Commissioners (BOC) for approval to surplus and sale.

D. Annual Surplus Auction: All surplus units will be sold at auction using the GOV Deals system by the Fleet Administrator and the Chief Financial Officer (CFO) or a public auction at the discretion of the County Manager in accordance with Georgia Law.

E. Fleet

The County shall determine and purchase vehicles that meet the requirements of the user department. The vehicles specified will meet current make and models produced. All vehicles shall be purchased in accordance with the County's Purchasing and County's Vehicle policies. No used vehicles may be purchased without prior inspection and approval of the County Manager or designee. Every attempt will be made to standardize vehicle manufacturer and model for purpose of reducing spare parts inventory and the need for specialized maintenance equipment and tools.

G. Basic Equipment

The Department Head/Elected Official will determine the appropriate basic vehicle equipment after discussing the usage of the vehicle with the end user. Attempts will be made to eliminate optional features to reduce cost while providing adequate features (packages) for the use of the vehicle. The County Manager will make final determination of any disagreement on basic vehicle equipment within budgetary constraints.

H. Alternate Fuel

When an alternate fuel vehicle is available within the same class of vehicle, a bid will be solicited for both conventional fuel and an alternate fuel model. The Department head will consider the viability of both options. The user department should take into account the initial cost of the vehicle as well as the operating and maintenance cost of the vehicle over time.

I. Preventative Maintenance

To assure all vehicles are reliable and the County can expect minimal repair costs while maximizing the residual value of a vehicle, the Fleet Administrator is responsible for assuring that vehicles are continually serviced, operable, and properly utilized.

1. Maintenance includes inspection, repair, testing or performance analysis or scheduled activities as recommended by the manufacturer.
2. The Fleet Administrator is responsible for enforcing preventative maintenance, scheduled maintenance in accordance with manufacturer's recommendations.
3. In the absence of a manufacturer's recommendation, routine maintenance will be conducted every 5,000 miles for engine and chassis maintenance and every 50,000 miles for transmissions.

4. If the Fleet Administrator has determined a vehicle is due for maintenance, the individual assigned the vehicle must present the vehicle to the Fleet Administrator for servicing within the next 250 miles or the individual's Department Head or Elected Official will be notified. If not resolved in a reasonable time, the County Manager will be notified. If the situation requiring service cannot be resolved in less than an hour, a pool vehicle will be temporarily assigned to the individual if available.

J. Funding

Vehicles shall be projected to be replaced using Vehicle Replacement Fund (VRF) revenues established through a repository of funds. This will assure adequate resources for the purchasing of fleet vehicles. Vehicles purchased from the VRF shall include the following:

1. All vehicles purchased with revenue from the general fund and upon acquisition shall be included in the Vehicle Replacement Fund for future replacement.
2. Exception: Vehicles and equipment purchased using grants funds must follow the requirements specified in the grant. These vehicles and equipment will not be included in the VRF unless specifically addressed in the grant. Other County resources cannot be used to make Vehicle Replacement Fund contributions for vehicles and equipment purchased using grant funds unless specifically addressed as part of the budget process. Vehicles purchased using condemnation funds will be done in accordance with Georgia law and County Policy and not part of the VRF unless addressed in the budget.

Requests for VRF contributions will be addressed through the County's annual budget process. The appropriate replacement charges will be collected according to the funding source of the department deriving the benefit of the vehicle and/or fleet equipment use.

K. Revenues

The revenues for the Vehicle Replacement Fund will be generated from the replacement charges applied against the operating funds that support the departments that utilize the subject vehicles. Surplus sale proceeds, insurance claims, investment income and total cost "buy backs" will be maintained within the Vehicle Replacement Fund to help offset future vehicle and equipment costs.

L. Replacement Charges

The replacement charges of a VRF vehicle will be determined through the use of the following formula:

(Gross purchase price, plus (+) any aftermarket expenses that have the same life expectancy as the purchased vehicle, plus (+) a Board of Commissioners' approved inflation rate, divided (÷) by anticipated life cycle (number of months), equals Monthly Replacement Charge.

1. The replacement charge will be applied monthly starting the month following the receipt of the vehicle using acceptable Finance protocol.
2. The replacement charge will end after the obligation to fund the future vehicle purchase has been satisfied. If the Fleet Administrator determines the vehicle is not in need of replacement, the dollars will remain in the VRF adjusted annually for the change in purchase cost.

M. Equivalent Replacement

The Vehicle Replacement Fund is structured to replace each vehicle with an equivalent unit. Cost increases due to upgrades, additional of options, or other upgrades associated with vehicles scheduled for replacement, shall be highlighted as an element of the budget by the Department requesting the upgrade or additional options.

N. Responsibility

Department Heads/Elected Officials in conjunction with the Fleet Administrator shall be responsible for:

1. Ensuring that all vehicles being requested for replacement are of the appropriate size and have only those items/options that are operationally required.
2. Ensuring that appropriate funds have been budgeted in order to reimburse the Vehicle Replacement Fund.
3. Maintaining their department's Vehicle Replacement Fund Master List.
4. Establishing the projected life expectancy and projected replacement costs.

The Finance Department shall be responsible for:

1. Maintaining a database on each replacement fund vehicle that will include the purchase price, amount of revenues paid and the amount outstanding;
2. Invoicing each department in accordance with this policy;
3. Reviewing replacement schedule annually with departments during the annual budget process to ensure all vehicles and equipment are replaced as appropriate;

4. Completing the analysis and reconciliation of the Vehicle Replacement Fund quarterly.

O. Pool Vehicles

The Fleet Administrator will be responsible for maintaining an adequate inventory of Pool vehicles. The Pool will consist of department specific vehicles as well general County vehicles. The number of vehicles will be determined by historic needs and approved by the County Manager and the Department Heads or Elected Officials.

When new vehicles are assigned to the pool and an excess of vehicles exists, the Fleet Administrator will determine which vehicles to surplus based on age, mileage, condition, estimated and historical repair costs, operating costs and parts availability. The Fleet Administrator and the Chief Financial Officer (CFO) will prepare the listing of surplus vehicles and present these to the BOC for approval to surplus and sale.

P. DISCLAIMER

The Board of Commissioners reserves the right, regardless of cause, to modify this policy on a case by case basis or exclude an individual or vehicle from this policy at their discretion. The purchase of vehicles in accordance with this policy will depend on the funding availability as part of the annual budget process.

By Order of the Dawson County Manager



Kevin Tanner
County Manager

Backup material for agenda item:

1. 2015 Millage Rate and Property Tax (*2nd of 3 hearings. 1st hearing was held on July 2, 2015 and next hearing will be held on July 16, 2015*)

NOTICE OF PROPERTY TAX INCREASE

The Dawson County Board of Commissioners has tentatively adopted a millage rate which will require an increase in property taxes by 7.83 percent.

All concerned citizens are invited to the public hearing on this tax increase to be held in the Commissioners Meeting Room at the Dawson County Courthouse/Administration Building located at 25 Justice Way, Dawsonville, Georgia on July 2, 2015 at 6:00 pm.

Times and places of additional public hearings on this tax increase will be held in the Commissioners Meeting Room at the Dawson County Courthouse/Administration Building located at 25 Justice Way, Dawsonville, Georgia on July 9, 2015 following the Work Session at 4:00 pm and July 16, 2015 at 6:00 pm.

The tentative increase will result in a millage rate of 8.138 mills, an increase of 0.591 mills. Without this tentative tax increase, the millage rate will be no more than 7.547 mills. The proposed tax increase for a home with a fair market value of \$225,000 is approximately \$53.19 and the proposed tax increase for non-homestead property with a fair market value of \$175,000 is approximately \$41.37.

NOTICE

The Dawson County Board of Commissioners will be setting the millage rate for 2015 for Dawson County's purposes during a meeting in the Commissioners Meeting Room in the Dawson County Courthouse/Adminstration Building located at 25 Justice Way, Dawsonville, Georgia during a regularly scheduled meeting on July 16, 2015 that begins at 6:00 p.m. and pursuant to the requirements of O.C.G.A. Section 48-5-32, the Dawson County Board of Commissioners hereby publishes the current year's tax digest and levy, along with the history of the tax digest and levy for the past five (5) years. (ad publish 07/01/15 & 07/08/15)

CURRENT 2015 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

INCORPORATED	2010	2011	2012	2013	2014	2015
Real & Personal	92,161,891	80,357,192	71,497,373	72,497,801	79,404,687	83,206,264
Motor Vehicles	159,750	198,620	252,490	207,450	169,780	2,938
Mobile Homes	17,417	16,922	12,657	2,410	1,340	1,340
Timber - 100%						
Heavy Duty Equipment						
Gross Digest	92,339,058	80,572,734	71,762,520	72,707,661	79,575,807	83,210,542
Less M & O Exemptions	4,483,511	7,516,663	7,623,274	8,859,483	9,629,715	10,412,717
Net M & O Digest	87,855,547	73,056,071	64,139,246	63,848,178	69,946,092	72,797,825
State Forest Land Assistance Grant Value						
Adjusted Net M&O Digest	87,855,547	73,056,071	64,139,246	63,848,178	69,946,092	72,797,825
Gross M&O Millage	11.490	12.088	12.888	13.618	13.194	13.009
Less Rollbacks	3.352	3.950	4.750	5.480	5.056	4.871
Net M&O Millage	8.138	8.138	8.138	8.138	8.138	8.138
Net Taxes Levied	\$714,968	\$594,530	\$521,965	\$519,596	\$569,221	\$592,429
UNINCORPORATED	2010	2011	2012	2013	2014	2015
Real & Personal	1,517,263,704	1,318,312,172	1,125,232,296	1,056,707,249	1,155,744,349	1,250,381,655
Motor Vehicles	65,303,260	69,331,900	70,981,530	72,598,180	61,251,430	46,193,350
Mobile Homes	1,016,763	948,705	972,851	940,069	892,818	889,289
Timber - 100%	338,320	729,692	72,115	385,486	146,332	5,273
Heavy Duty Equipment	28,784	9,095	19,000	0	0	0
Gross Digest	1,583,950,831	1,389,331,564	1,197,277,792	1,130,630,984	1,218,034,929	1,297,469,567
Less M & O Exemptions	241,416,802	197,865,527	169,357,573	169,116,969	176,050,212	183,629,986
Net M & O Digest	\$1,342,534,029	\$1,191,466,037	\$1,027,920,219	\$961,514,015	\$1,041,984,717	\$1,113,839,581
State Forest Land Assistance Grant Value				1,156,348	1,262,801	1,285,254
Adjusted Net M&O Digest	1,342,534,029	1,191,466,037	1,027,920,219	962,670,363	1,043,247,518	1,115,124,835
Gross M&O Millage	11.490	12.088	12.888	13.618	13.194	13.009
Less Rollbacks	3.352	3.950	4.750	5.480	5.056	4.871
Net M&O Millage	8.138	8.138	8.138	8.138	8.138	8.138
Net Taxes Levied	\$10,925,542	\$9,696,151	\$8,365,215	\$7,834,211	\$8,489,948	\$9,074,886
TOTAL COUNTY	2010	2011	2012	2013	2014	2015
Total County Value	1,430,389,576	1,264,522,108	1,092,059,465	1,026,518,541	1,113,193,610	1,187,922,660
Total County Taxes Levied	\$11,640,510	\$10,290,681	\$8,887,180	\$8,353,808	\$9,059,170	\$9,667,315
Net Taxes \$ Increase	-\$390,944	-\$1,349,829	-\$1,403,501	-\$533,372	\$705,362	\$608,145
Net Taxes % Increase	-3.25%	-11.60%	-13.64%	-6.00%	8.44%	6.71%