

Regular Meeting
Board of Commissioners
March 13, 2014

Prayer and Pledge to the United States Flag.

Meeting called to order by Chairman Horace Daniel.

Commissioners Horace Daniel, Edward Burten, Frank Simmons, Larry Mathis, and Melton Jones were present.

Commissioner Mathis made a motion to approve minutes. Seconded by Commissioner Simmons. Carried by a show of hands.

Total amount of bills were announced by Chairman Daniel.

Road Department.....	\$130,484.21
Landfill.....	\$ 40,313.06
E-911 & EMA.....	\$ 9,507.67
Sheriff Department & Jail.....	\$ 62,997.01
Courthouse.....	\$ 32,194.72
Administrative & Other.....	\$187,716.70
Total.....	<u>\$463,213.37</u>

Commissioner Simmons made a motion to approve bills. Seconded by Commissioner Burten. Carried by a show of hands.

Road Department Update -- Dean Davis

Appointments:
NONE

Old Business:
NONE

New Business:

1. Agreement to enable GA Citizens to renew vehicle registration online -- Commissioner Mathis made a motion to adopt the agreement (see attached). Seconded by Commissioner Simmons. Carried by a show of hands.
2. Sheriff car bids -- Commissioner Jones made a motion accept the low bid for a 2014 Dodge Charger by Don Jackson Chrysler Dodge Jeep in Union City (see attached). Seconded by Commissioner Simmons. Carried by a show of hands.
3. Contract Ratification -- Commissioner Simmons made a motion to ratify addendum to Ricoh copier contract (see attached). Seconded by Commissioner Burten. Carried by a show of hands.

Chairman Comments:

Executive Session:
Personnel and Legal (Tuesday)

Meeting Adjourned

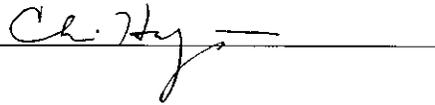
10 Minute Public Comment Session

Chairman, Horace M. Daniel



Date 4-1-14

County Administrator/Clerk, Chris Hutchings



Date 4-1-14

Board Minutes are unofficial unless signed

Agreement to Enable Georgia Citizens to Renew Vehicle Registrations via Internet
Between
Georgia Department of Revenue
And
Washington County

The Constitution of Georgia authorizes intergovernmental agreements whereby state departments may contract with counties "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Const. Art. IX, §III, ¶II(a). Georgia law expressly authorizes the instant agreement for the joint use of facilities and equipment. O.C.G.A. § 40-2-22.

This agreement between the Department of Revenue (DOR) and Washington County is effective the _____ day of March, 2014.

DOR has developed a web-based application that interacts with the Georgia Registration and Titling Information System (GRATIS), which allows Georgia citizens to renew their vehicle registrations over the Internet.

County is a partner with DOR and uses GRATIS to transact its tag and title business. Washington County desires to make Internet tag renewal available to its citizens.

DOR and Washington County agree to the following:

DOR will:

1. Develop, maintain, and host a reasonably secure Internet site where the citizens of Georgia may renew their vehicle registration as described in the "Web Renewal Requirements Document".
2. Incorporate changes and interfaces to the existing GRATIS system to support web renewals.
3. Develop and maintain an interface to the payment processing module.
4. Provide second level technical support to the county as is currently in place for the GRATIS system.
 - To prepare county staff to respond to support queries concerning use of the web site
 - To inform county staff of changes to the GRATIS system related to web renewals
 - To make county staff a Coffee of OPC's web-based reconciliation process

The County will:

1. Enter into a Financial Transaction Agreement with OPC for payment processing.
2. Obtain all necessary approvals from governing bodies to accept credit card and electronic check payments as outlined in the Financial Transaction Agreements with OPC.
3. Obtain all necessary approvals from governing bodies to collect a convenience fee to cover the cost of processing (if so elected).
4. Obtain all necessary approvals from governing bodies to pay transaction fees including the per transaction fee, monthly fee, discount fee and other fees as outlined in the Financial Transaction Agreements with OPC.
5. Assume responsibility for payment processing fees and costs associated with the county's merchant account as outlined in the Financial Transaction Agreements with OPC.
6. Be responsible for financial reconciliation with OPC.
7. Be responsible for printing and mailing registration decals.
8. Provide all customer support including phone, e-mail, and walk-in.

Agreement to Enable Georgia Citizens to Renew Vehicle Registrations via Internet

9. Add any desired links from the county's web site to the DOR site for web renewals.
10. Understand that access for residents of the county will not be available until the second month after notification to DOR that the county will participate in Web Renewal, completion of all necessary steps, and approval of the county's request by DOR. DOR will furnish notice of the initial date upon which Web Renewal will be available for that county's residents.
11. Provide the following information for publication on the web site or for use in calculating processing fees (see attached form) :
 - County contact telephone number to be published on the web site
 - County contact e-mail address to be published on the web site
 - County tag office location address (not mailing address) to be published on the web site.
 - Branch number where all county's web activity is to post. This may be a new or existing branch. DOR recommends that all activity be segregated to branch number "W".
 - Indicate whether Washington County will cover the entire cost of processing payments to the citizen, or cover part and pass along part to the citizen.
 - If Washington County wishes to pass along part of the cost of processing payments to the citizen indicate how much the county will cover and how much will be passed to the citizen. *Note: Any cost passed along to the Georgia citizen cannot exceed the actual cost to process that individual's renewal. This limits charging the citizen in excess of the per transaction fees as outlined in the Financial Transaction Agreement with OPC.*
 - Washington County may change any information contained in this section, by providing written notification to DOR prior to the effective date of change. The attached form may be used.
1. During the performance of this Agreement, the parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, or national origin.
2. No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement or any benefit that may arise there from; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
3. The parties agree that in any contracts to be developed and awarded pursuant to this Agreement all work and procedures related to said contract, shall, at all times, conform to the applicable Federal and State laws, rules, regulations, orders and approvals, including specifically, procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with Americans with Disabilities Act, anti-solicitation, information, auditing and reporting provisions.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

County Approval:

BY:  TITLE: Chairman Date: March 13, 2014
BY: _____ TITLE: _____ Date: _____

Department of Revenue (DOR):

BY: _____ DOR Commissioner Date: _____

DON JACKSON CHRYSLER DODGE JEEP
 3950 JONESBORO ROAD
 UNION CITY, GA 30291

March 3, 2014

SEALED BID GEORGIA QUOTE

ATTN: JOEL COCHRAN

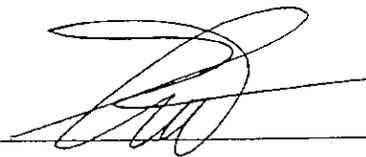
TO:
 Washington County Board of Commissioners
 119 Jones Street
 Sandersville, GA 31082

In Stock Vehicle VIN: EH172194

COMMENTS OR SPECIAL INSTRUCTIONS:

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
DAVIS/FLEET			Delivered	DEST	NET 30 DAYS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	2014 Charger Enforcer Pursuit Top 5.7 Hemi V-8/5 Speed Auto	\$23,136.00	\$23,136.00
1	TRACTION,STABILITY CONTROL, Power Mirrors, windows, locks,	INCLUDED	INCLUDED
1	AM-FM CD Stereo W/MP3/USB, keyless entry w 4 fobs,	INCLUDED	INCLUDED
1	Black Paint,Vinyl Rear seat,HD Vinyl Floor, HDVinyl Mats,front/ rear,	INCLUDED	INCLUDED
1	Remote trunk Release, Rear Defroster, Factory A/C, Solar Tinted Glass	INCLUDED	INCLUDED
1	5YR/100,000 MILE POWERTRAIN WARRANTY, 3 YR/36,000 B to B	INCLUDED	INCLUDED
1	Day/Night Dome Light, Full Size spare tire/Wheel, Pursuit Caps	INCLUDED	INCLUDED
1	In op rear windows, doors. Integrated in dash computer, secure park	INCLUDED	INCLUDED
1	Goodyear RSA Eagle Pursuit Rated Tires, 220 Amp Alternator	INCLUDED	INCLUDED
1	800 CCA Battery, HD 4 wheel Disc Brakes, led spot light bulb	\$149.00	\$149.00
		SUB TOTAL	
		SALES TAX	
		LESS FLEET DISCOUNT	Included
		TOTAL DUE	\$23,285.00



RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

THIS ADDENDUM (this "Addendum"), dated as of the 10 day of March, 2014, is to that certain Master Lease Agreement no. 1068492-1015140A1 (the "Agreement"), dated as of the 9th day of May, 2012, between Ricoh USA, Inc. ("we" or "us") and County of Washington as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

- Section 3 of the Agreement shall be amended by amending and restating the sixth and seventh sentences of such Section to read as follows:

"EXCEPT AS PROVIDED IN SECTION 18(b) "NON-APPROPRIATION," YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL PAYMENTS AND ANY OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR THE ENTIRE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT EVEN IF THE PRODUCT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST PAYMENT OR OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR ANY REASON WHATSOEVER."

- Section 11 of the Agreement shall be amended by adding the following sentence at the end of such Section: "The failure to renew any Schedule in accordance with Section 18(b) hereof shall not be an event of Default."
- Section 14 of the Agreement shall be amended by amending and restating the third sentence of such Section to read as follows:

"At the end of or upon termination of each Schedule, including, without limitation, termination resulting from a failure to renew such Schedule in accordance with Section 18(b) hereof, you will immediately return the Product subject to such expired or terminated Schedule to us (or our designee), at your sole expense, to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear."

- Section 18(b) of the Agreement shall be amended and restated to read as follows:

"(b) Non-Appropriation. You intend to remit all Payments and other payments to us for the entire term of this Lease Agreement and all Schedules to this Lease Agreement if funds are legally available. Each Schedule to this Lease Agreement shall be in effect for a Lease Term consisting of an initial term commencing on the Effective Date of such Schedule and continuing until the end of your current fiscal year (the "Original Term") and for each Additional Term (as herein defined). "Additional Terms" shall consist of fiscal periods, the first of which shall commence at the end of the Original Term or the preceding Additional Term, and continue until the end of such fiscal period or shorter period within which all Payments and other amounts under a Schedule are paid in full. Not less than 90 days before the end of the Original Term or any Additional Term of any Schedule, you may give written notice to us of your intention to discontinue such Schedule, and in such event such Schedule shall terminate and expire at the end of the

CASH
Customer Initials
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Original Term or Additional Term then in effect on the date of your notice of discontinuation. Each Schedule shall otherwise be automatically renewed for the ensuing Additional Term unless you take affirmative action to terminate such Schedule by the passage of a specific ordinance or resolution so terminating any Schedule. If you terminate any Schedule as provided above, you may not purchase, lease or rent, during such fiscal period equipment performing functions similar to those performed by the Product for a period of twelve (12) months. This Section 18(b) shall not permit you to terminate any Schedule in order to acquire any other Product or to allocate funds directly or indirectly to perform essentially the application for which the Product is intended."

5. Section 18(d) of the Agreement shall be amended by deleting the word "and" immediately following clause (C) of subsection (i) of such Section and adding the following clauses (E) and (F) at the end of such subsection:

"; and (E) no Product subject to this Lease Agreement or any Schedule to this Lease Agreement has been the subject of a referendum which failed to receive the approval of your voters within the immediately preceding four calendar years; and (F) if you are a school system, your total annual payments for contracts under the Constitution and Official Code of the State of Georgia in this calendar year do not exceed 7.5 percent of the total local revenue collected for maintenance and operation of your school system in the most recently completed fiscal year, and shall comply with this 7.5 percent limitation throughout the remainder of the Term."

6. The Agreement shall be amended by adding the following new Section 18(f) immediately after Section 18(e):

"(f) Disclosure. Each Schedule to this Lease Agreement shall include or be amended to include the following additional disclosures with respect to the Product covered by such Schedule:

"Total Payments

January 1, 2014 through December 31, 2014	\$ 16,092.23
January 1, 2015 through December 31, 2015	\$ 17,555.16
January 1, 2016 through December 31, 2016	\$ 17,555.16
January 1, 2017 through December 31, 2017	\$ 10,240.51
January 1, 20__ through December 31, 20__	\$ _____
January 1, 20__ through December 31, 20__	\$ _____

7. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

Ricoh USA, Inc.

x Chris Hutchings
Authorized Signature
3/10/14
Date

Authorized Signature
Date

Chris Hutchings
Print Authorized Signer Name
County Administrator/Clerk
Title

Print Authorized Signer Name
Title