

Request for Board of Commissioners' Action

From: Faye Hughes, County Administrator Date: May 9, 2019

Subject: Traylor Business Services, Inc. Item Number: VIII-A

Larry Arnold, Chief Appraiser, has requested the Board's approval for the attached contract with Traylor Business Services. Traylor Business Services is the company that audits personal property returns for county businesses. In the past, Traylor has audited county businesses that yielded thousands of additional tax dollars, tax dollars generated surpass fees charged to conduct the audit.

The Chair will need a motion to accept the contract with Traylor Business Services and authorize the Chair's endorsement.

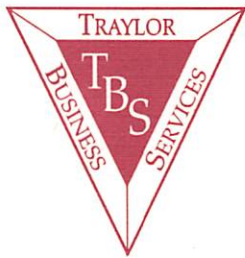
Motion made by _____

Second made by _____

Any discussion: _____

Votes _____ yes _____ no

Motion carried/ failed



TRAYLOR BUSINESS SERVICES INC.

BUSINESS PERSONAL PROPERTY VERIFICATION PROGRAM

TBS CONTRACT #2037...BETWEEN

COOK COUNTY BOARD OF ASSESSORS

(Hereafter called "**the Board**"), and **Traylor Business Services Inc.**,

(Hereafter called "**TBS**"), having its principal office located in Kennesaw, Georgia.

PROCESS OF THE VERIFICATION PROGRAM

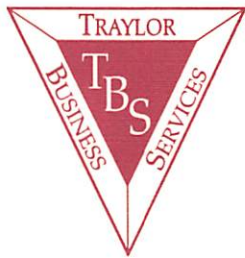
The purpose of this program is to assure that equal treatment is provided to all taxpayers by establishing a verification program in which all accounts are examined. TBS is to assist the Board by providing consultation in organizing this program and by performing personal property verification reviews of Cook County's business taxpayers. Verification reviews will be executed in compliance with all principles set forth by the Board, and as detailed in the TBS Personal Property Audit Services Proposal prepared especially for Cook County. The Proposal is incorporated herein by reference and made a part of the contract, except for any sample dates, account numbers or estimated costs. The Board will make all decisions relating to the accounts selected for review and to any final assessments. The Board will furnish to TBS the personal property records of all accounts to be reviewed. TBS and the Board will meet as needed to address any concerns which arise and to discuss the status of the program. TBS will provide monthly reports showing the progress of each account assigned for review. TBS shall supply the Board the needed expertise in dealing with any appeals which may occur from any discovery in Cook County. If any questions or inconsistencies occur, as seen by the Board, TBS agrees to reexamine the results of this account at no additional cost. TBS agrees to provide its services in accordance with Generally Accepted Accounting Principles (GAAP) as a guideline, and follow the methodologies taught by the Georgia Department of Revenue.

ADDITIONAL BENEFITS OF PROGRAM

The Cook County Appraisal staff and Board of Assessors shall have each TBS employee working on this program available for any questions and services needed, and, shall have the right of denying their participation in this program for Cook County for any reason. TBS provides on the job training to any employee of Cook County, which includes all aspects of the verification program. The Board is liable for any expenses that these employees incur. TBS will pay all expenses incurred by its employees for travel relating to this verification program. TBS will also defend all of our audit findings before the taxpayer, taxpayer's agent, Board of Assessors, Board of Equalization, Arbitration or the Superior Court, if necessary, at no additional charge to the county.

ADMINISTRATION PERIOD OF CONTRACT

The original period of this Contract shall begin May 24, 2019 and shall run for a twelve month period from said date. This agreement, if neither party is in default hereunder, will automatically renew itself for successive periods of one year each unless either of the parties furnishes to the other written notice to the contrary. The Board agrees to pay TBS during their fiscal year, or contract period if contract is not renewed, for accounts assigned. Accounts already assigned to TBS cannot be put on hold to be paid by the Board in a later fiscal year. If the Board cannot fulfill its obligation for payment to complete the accounts during the fiscal year for which the accounts were assigned, the Board is to notify TBS immediately and those accounts are to be pulled and billed for the amount of work already completed by TBS. TBS and the Board may terminate this Contract at any time by giving a thirty day notice to the other party. Notices given by either party to the other, shall be made in writing and sent by First Class, U.S. Mail, postage prepaid. If this Contract is terminated before all reviews are complete, TBS will complete the review of all accounts assigned (copied and in their possession) by the Board for review before termination and the Board agrees to pay TBS for those reviews. If for any reason the Board desires to pull (cancel or void) any accounts originally assigned, the fees for these accounts will be reduced as follows: Account file data entered and set up in TBS database is reduced to 35% of original fee; Review information letter prepared and/or mailed out is reduced to 65% of original fee; and Appointment made and/or appointment letter mailed out is reduced to 85% of original fee. Work performed after the appointment is made will be billed at 100% of original fees.



FEES FOR VERIFICATION PROGRAM

The Board agrees to pay TBS a set amount per review for all accounts assigned by the Board for review, based upon the actual Fair Market Value (FMV) of the business personal property account for the 2018 tax year. The account will be sized before any exemptions are taken, including Freeport and Payroll Development Authority Agreements. The fees per size of account are listed below:

Account Class	FMV Size	Fees Per Review
1	UNDER \$ 50,000	\$ 325
2	\$ 50,000 - \$ 250,000	\$ 475
3	\$ 250,001 - \$ 1,000,000	\$ 850
4	\$ 1,000,001 - \$ 5,000,000	\$ 1,850
5	\$ 5,000,001 - \$ 50,000,000	\$ 4,150
6	OVER \$ 50,000,000	\$ 5,500

The amounts charged per review are all-inclusive of TBS's expenses in performing its responsibilities under this Contract. TBS shall bill the Board on a monthly basis for completed reviews only. The Board shall pay TBS the total amount due within sixty (60) days of the billing date. A 2% discount will be given if bill is paid within 30 days of invoice date, and a 5% discount will be given if bill is paid within 10 days of invoice date. For any bill not paid within 60 days, 10% interest will accrue annually along with a late fee of \$25 per month for the outstanding amount owed.

ACCOUNTS AND LETTER PREPARATION

Copies of the needed records from the accounts to be reviewed shall be furnished by the Board. The Board will also furnish stationary and postage required for correspondence and notices to be sent to taxpayers of Cook County, and shall approve and sign all such correspondence. TBS shall review three prior tax years and obtain the current years information if applicable for each account assigned by the Board.

EMPLOYMENT LAWS

TBS shall adhere to all employment laws, federal and state, including the Fair Labor Standard Act and Title VII of the Civil Rights Act of 1964 as amended, and shall hold the Board and Cook County harmless from any actions that could result from violating those statutes.

TAXPAYER CONFIDENTIALITY

As written in the Georgia Code, O.C.G.A. Section 48-5-314 requires confidentiality of taxpayer records. TBS shall adhere to these same statutes and hold the Board and Cook County innocent from any actions that could result from breaking this statute. TBS shall not entertain interviews or answer questions concerning any variances which may be found during the verification review in Cook County without prior approval.

EXCLUSIVE RIGHTS

The Board shall have all exclusive rights to the actual verification reports of all accounts reviewed. TBS shall have all exclusive rights to the Business Personal Property Verification Program. The Board shall not sell, lease, or permit access to this program to any other person, company, or taxing jurisdiction, except for employees of Cook County.

EFFECTS OF SEVERABILITY

This Contract is approved in the general terms allowed in Georgia's Revenue and Taxation Statutes O.C.G.A. Sections 48-5-298. Should a court of law determine any section of this Contract illegal, the Board and TBS shall arbitrate new terms for said illegal section. All other sections shall remain enforceable, so that the full intention and results of this Verification Program may be fulfilled.



The Boards and TBS acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions. This Contract will be governed by the laws of the State of Georgia. Signed and entered into by the parties hereto:

Approved: **TRAYLOR BUSINESS SERVICES INC.**

Authorized Signature: Bryan E. Traylor
Name: Bryan E. Traylor

Title: President

Date: 5-2-19

Approved: **COOK COUNTY BOARD OF ASSESSORS**

Authorized Signature: Richard W. Hargett
Name: Richard W. Hargett

Title: Chairman

Date: 5-7-19

Approved: **COOK COUNTY BOARD OF COMMISSIONERS**

Authorized Signature: _____

Name: Lindsey Parrish

Title: Chairman

Date: _____