

# County of Dinwiddie Board of Supervisors

## MINUTES

Special Meeting – February 6, 2018, 4:00 PM

Multipurpose Meeting Room, Pamplin Administration Building  
14016 Boydton Plank Road, Dinwiddie, Virginia 23841

### Supervisors Present:

Dr. Mark E. Moore, *Chair*            Election District 2  
William D. Chavis, *Vice Chair*    Election District 3  
Harrison A. Moody                   Election District 1  
Daniel D. Lee                         Election District 4  
Brenda Ebron-Bonner               Election District 5

### Administration Present:

W. Kevin Massengill, *County Administrator*  
Anne Howerton, *Deputy County Administrator,*  
*Finance and General Services*  
Tammie Collins, *Deputy County Administrator,*  
*Planning and Community Development*  
Tyler Southall, *County Attorney*

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### 1. ROLL CALL

### 2. AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

### 3. ACTION ITEM

#### A. CONTRACT AWARD: SECURITY MANAGEMENT SYSTEM

Mr. Massengill presented the following for Board approval.

#### Memorandum

TO:            Dinwiddie County Board of Supervisors

FROM:        Anne Howerton

DATE:        February 6, 2018

SUBJECT:    Security Management System

#### BACKGROUND

The County currently has a contract with Elite Contracting Group to provide Security Management for the Courthouse, which was originally procured through the use of VDOT's cooperative statewide contract with Elite. The County now wishes to extend those services into the new buildings as a sole source contract. We have been satisfied with the product and the service from Elite and do not wish to have multiple security systems at the government complex going forward.

Elite's proposal includes a Solution as a Service (SLaaS) with upgrades to the existing Courthouse and new installation in the New Public Safety, Administration, Pamplin and Old Public Safety Buildings. Elite will provide 24/7/365 responsibility for the security and will provide ID/access badges for all employees.

The contract will be for five (5) years allowing for distribution of the total cost over those years. There will be an initial installation/setup fee of \$550,000. For the next five years beginning January 1, 2019, the cost will be \$220,338 per year.

#### REQUESTED ACTION

We are asking for approval of the following resolution.

#### RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the attached contract with Elite Contracting Group for Security Management Services.

CONTRACT

**DINWIDDIE COUNTY  
SECURITY MANAGEMENT SYSTEM  
NEW PUBLIC SAFETY AND ADMINISTRATION BUILDINGS**

The Agreement is made this 6<sup>th</sup> day of February 2018, by and between **Elite Contracting Group**, of 23220 Airpark Drive, North Dinwiddie, Virginia 23803 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

**WHEREAS**, pursuant to the Virginia Public Procurement Act, the County used cooperative procurement in 2013 to procure a Security Management System at the County Courthouse from the Contractor, and the County desires to use the same contractor to procure a Security Management System at the new Public Safety and Administration Buildings, to upgrade the Security System at the Courthouse and to upgrade the Security Systems at the Pamplin Building and the current Public Safety Building, as well as to maintain and monitor those systems for the life of the contract; and.

WHEREAS, because the systems in the new buildings and the Courthouse need to be compatible, the County has determined that this is a sole source contract.

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

**Contract Term.** This contract is entered into as of February 6, 2018, and supercedes the contract entered into between the Contractor and the County dated April 7, 2013. The Contractor agrees to deliver, install, test and have all systems in the new Public Safety and Administration Buildings, as well as the remaining scope of work in the Courthouse, Pamplin Building and current Public Safety Building fully functioning no later than May 1, 2019. Exact dates are contingent upon construction completion. Contractor will not be penalized for delays in installation caused by the County or other contractors. The terms of the April 7, 2013 contract, as they relate to monitoring the security system in the Courthouse, are incorporated into this contract. The term of this contract regarding monitoring of the security systems in the Courthouse, the new Administration Building and the new Public Safety Building, as well as the Pamplin Building and the current Public Safety Building, shall run through December 31, 2022. This contract is subject to the availability of funds and annual appropriations by the Board of Supervisors.

- 1. Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, (2) VDOT Contract Number 42704 dated May 19, 2014 including any addenda (3) the contract between the County and Contractor regarding the Courthouse dated April 17, 2013; and (4) Contractor's proposal dated January 26, 2018. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
- 2. Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than ONE MILLION SIX HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED NINETY AND NO/100 DOLLARS (\$1,651,690.00) (the "Contract Price"), broken down as follows:

Description	Due	Amount
Setup Fee	2/28/18	\$550,000.00
1 <sup>st</sup> Year	1/15/19	\$220,338.00
2 <sup>nd</sup> Year	1/15/20	\$220,338.00
3 <sup>rd</sup> Year	1/15/21	\$220,338.00
4 <sup>th</sup> Year	1/15/22	\$220,338.00
5 <sup>th</sup> Year	1/15/23	\$220,338.00
5 year total		\$1,651,690.00

Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

- 3. Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Scott Wray
County Administrator	Elite Contracting Group
P. O. Drawer 70	23220 Airpark Drive
Dinwiddie, Virginia 23841	North Dinwiddie, Virginia 23803
(804) 469-4500	(804) 732-2341
accounting@dinwiddieva.us	[email]

- 4. General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements of the attached General Terms and Conditions and the VDOT Contract.
- 5. Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
- 6. Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- 7. Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and

may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Elite Contracting Group

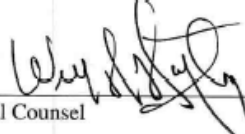
By: \_\_\_\_\_  
W. Kevin Massengill  
County Administrator

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Legal Counsel

Upon motion of Mr. Chavis, seconded by Mr. Lee, the contract was approved as presented.

AYES: Mr. Moody, Mr. Chavis, Mr. Lee, Ms. Ebron-Bonner, Dr. Moore,


NAYS: None

**4. FY 2019 BUDGET DISCUSSION**

Dr. Moore and Mr. Lee read the following statements.

DISCLOSURE OF INTEREST PURSUANT TO SECTION 2.2-3112 OF THE CODE OF VIRGINIA, 1950, AS AMENDED


At the February 6, 2018 Meeting of the Dinwiddie County Board of Supervisors, I, Mark E. Moore, intend to participate in discussion concerning the budget and capital improvements plan for Dinwiddie County for the fiscal year beginning February 6, 2018 and advertising a tax rate for the calendar year 2018. The budget and tax rate will determine how much money is appropriated to the Dinwiddie County School Board. My wife is employed by the Dinwiddie County School Board. The budget may affect all school board employees in the County, and I am able to participate in the transaction fairly, objectively, and in the public interest.

  
\_\_\_\_\_  
Mark E. Moore  
District 2 Supervisor  
  
2/6/2018  
\_\_\_\_\_  
Date

DISCLOSURE OF INTEREST PURSUANT TO SECTION 2.2-3112 OF THE CODE OF VIRGINIA, 1950, AS AMENDED

At the February 6, 2018 Meeting of the Dinwiddie County Board of Supervisors, I, Daniel D. Lee, intend to participate in discussion concerning the budget and capital improvements plan for Dinwiddie County for the fiscal year beginning July 1, 2018 and advertising a tax rate for the calendar year 2018. The budget and tax rate will determine how much money is appropriated to the Dinwiddie County School Board. My wife is employed by the Dinwiddie County School Board. The budget may affect all school board employees in the County, and I am able to participate in the transaction fairly, objectively, and in the public interest.

I am employed by the Appomattox River Soil and Water Conservation District, which has an address of 13915 Boydton Plank Road, Farm Credit Mall, U.S. Route 1, P.O. Box 277, Dinwiddie, VA 23841. Due to my employment with the Appomattox River Soil and Water Conservation District, I will not participate in any discussion pertaining to the Appomattox River Soil and Water Conservation Board.

  
\_\_\_\_\_  
Daniel D. Lee  
District 4 Supervisor  
  
2-6-2018  
\_\_\_\_\_  
Date

Tammie Collins, Deputy County Administrator, Planning and Community Development, Dennis Hale, Chief, Fire and EMS, Anne Howerton, Deputy County Administrator, Finance and General Services, Tyler Southall, County Attorney, and W. Kevin Massengill, County Administrator discussed their budget requests, excluding salaries. Mr. Massengill reiterated that these requests are unedited, and have not been adjusted.

**5. ADJOURNMENT**

*Upon motion of Mr. Moody, seconded by Mr. Lee, the meeting was adjourned at 5:33 PM.*

AYES: Mr. Moody, Mr. Chavis, Mr. Lee, Ms. Ebron-Bonner, Dr. Moore,

NAYS: None

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Dr. Mark E. Moore  
Chair

ATTEST: \_\_\_\_\_  
W. Kevin Massengill  
County Administrator  
Clerk to the Board

/sbw