

County of Dinwiddie Board of Supervisors

MINUTES

Special Meeting – August 7, 2018, 4:02 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
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*

1. ROLL CALL

2. ACTION ITEM

A. **CONTRACT AWARD: IBM POWER9 SYSTEM**

Anne Howerton, Deputy County Administrator, Finance and General Services presented the following.

MEMORANDUM

TO: Board of Supervisors
FROM: Norm Cohen, Director of IT
DATE: August 7, 2018
SUBJECT: IBM Power9 System Lease

Background

The County currently has an iSeries Model 515 (AS400 System) that needs to be replaced. This system has been in place over 10 years. The AS400 System is the platform for the County's current financial system and is also used by Treasurer, Commissioner of the Revenue and Building Inspections as well.

Actions

We used cooperative procurement with Fairfax County's Contract to procure the new system. We decided to go with a five-year lease rather than a purchase because we will probably be changing our County-wide software within the next five years. Further details on this procurement can be found on the County website at www.dinwiddieva.us, under the Purchasing tab

Recommendation

We recommend approval of the following resolution.

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 for a new IBM Power9 System with CAS Severn Inc. with such changes substantive or otherwise as he may approve.

CONTRACT

DINWIDDIE COUNTY **IBM POWER9 SYSTEM LEASE**

The Agreement is made this 7th day of August 2018, by and between **CAS Severn Inc.**, of 6201 Chevy Chase Drive, Laurel, Maryland 20707 (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, County used cooperative procurement to replace the existing ISM Model 515 with an IBM Power9 System; and

WHEREAS, Contractor submitted a quote for same, consistent with the County's needs; and

WHEREAS, Contractor was selected to provide a leased system; and

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:

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) Fairfax County Contract Number 4400006324 including any addenda and (3) Contractor's quote dated July 23, 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. Time of Performance. Contractor agrees to complete installation and testing by September 28, 2018.

3. Term of Contract. The term of this lease shall be for five (5) years. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor.

4. Costs. Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a monthly lease amount of EIGHT HUNDRED THIRTY-NINE AND 34/100 DOLLARS (\$839.34), totaling FIFTY THOUSAND THREE HUNDRED SIXTY AND 40/100 DOLLARS (\$50,360.40) over the five-year lease (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

5. 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	Kathy Evans
County Administrator	CAS Severn, Inc.
P. O. Drawer 70	6201 Chevy Chase Drive
Dinwiddie, Virginia 23841	Laurel, Maryland 20707
(804) 469-4500	(800) 252-4715
accounting@dinwiddieva.us	kevans@cassevern.com

6. General Terms and Conditions. During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the General Terms and Conditions.

7. 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.

8. 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.

9. 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

CAS Severn, Inc.

By: _____
W. Kevin Massengill
County Administrator

By: _____
Title: _____

Attest: _____

Attest: _____

Approved as to form:

Department Approval:

Tyler Southall, County Attorney

Norm Cohen, Director of Information Technology

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

AYES: Mr. Moody, Mr. Chavis, Ms. Ebron-Bonner, Dr. Moore
NAYS: None

3. OVERVIEW OF DINWIDDIE COUNTY WATER AUTHORITY’S CHARTER

Tyler Southall, County Attorney, presented the following to the Board.

MEMORANDUM

TO: Board of Supervisors of Dinwiddie County, Virginia
CC: W. Kevin Massengill, County Administrator
Anne Howerton, Deputy County Administrator, Finance & Gen. Services
Tammie J. Collins, Deputy County Administrator, Planning & Community Dev.
Robert Wilson, Executive Director, Dinwiddie County Water Authority
FROM: Tyler Southall, County Attorney
DATE: August 7, 2018
SUBJECT: Extension of DCWA’s Corporate Existence

BACKGROUND

On December 18, 1968, the Board of Supervisors created the Dinwiddie County Water Authority (the “DCWA”). Virginia Code Section 15.2-5114 states that an authority such as DCWA may “[e]xist for a term of 50 years as a corporation, and for such further period or periods as may from time to time be provided by appropriate resolutions of the political subdivisions which are members of the authority; however, the term of the authority shall not extend beyond a date 50 years from the date of the adoption of such resolutions.” Because DCWA was created on December 18, 1968, it is shortly set to expire, unless an exemption is given. The Board of Supervisors may by “appropriate resolution” approve an extension of up to 50 years for the DCWA. If the DCWA’s existence expires, then the County of Dinwiddie would have to operate the DCWA’s system, likely within its public works department.

ACTION:

No action is requested of the Board of Supervisors today, but staff would like feedback on whether the Board of Supervisors would like to extend the life of the DCWA and if so for how long. Based on that direction, staff can be directed to bring an appropriate resolution back to the Board of Supervisors, either at the August or September regular meeting.

The Board gave consensus that no public hearing is needed. Dr. Moore shared that he would like for the charter to be extended for 10 years, and the Board agreed. This will be an action item on the September Regular Meeting Agenda.

4. CLOSED SESSION

At 4:26 PM, upon motion of Mr. Moody, seconded by Ms. Ebron-Bonner, the Board convened into a closed meeting under:

- A. **§2.2-3711 (A) (3) Discussion or consideration of the acquisition or disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body:**
 - Towers for Broadband Project
- B. **§2.2-3711 (A) (8). Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel:**

- Broadband Project
- C. **§2.2-3711 (A) (29). Discussion of the award of a public contract involving the expenditure of public funds, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body:**
- Contracts related to Broadband Project

AYES: Mr. Moody, Mr. Chavis, Ms. Ebron-Bonner, Dr. Moore
 NAYS: None

Ms. Ebron-Bonner left the meeting at 5:55 PM.

At 6:09 PM, upon motion of Mr. Moody, seconded by Mr. Chavis, the Board reconvened into open session.

AYES: Mr. Moody, Mr. Chavis, Dr. Moore
 NAYS: None

CERTIFICATION

Whereas, this Board convened in a closed meeting under:

- A. **§2.2-3711 (A) (3) Discussion or consideration of the acquisition or disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body:**
 - Towers for Broadband Project
- B. **§2.2-3711 (A) (8). Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel:**
 - Broadband Project
- C. **§2.2-3711 (A) (29). Discussion of the award of a public contract involving the expenditure of public funds, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body:**
 - Contracts related to Broadband Project

And whereas, no member has made a statement that there was a departure from the lawful purpose of such closed meeting or of the matters identified in the motion discussed.

Now be it certified, that only those matters as were identified in the motion were heard, discussed or considered in the meeting.

Upon motion of Mr. Chavis, seconded by Mr. Moody, the Certification Resolution was adopted.

AYES: Mr. Moody, Mr. Chavis, Dr. Moore
 NAYS: None

5. ADJOURNMENT

Upon motion of Mr. Chavis, seconded by Mr. Moody, the meeting was adjourned at 6:10 PM.

AYES: Mr. Moody, Mr. Chavis, Dr. Moore
 NAYS: None

Dr. Mark E. Moore
 Chair

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

/sbw