

County of Dinwiddie

BOARD OF SUPERVISORS

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COUNTY ADMINISTRATOR

W. KEVIN MASSENGILL

FOUNDED 1752

September 2, 2021

Special Meeting - 6:00 PM

1. ROLL CALL

2. AMENDMENTS TO AGENDA

3. CLOSED SESSION:

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.

- *Advice Concerning Previous Broadband Agreement*
- *Contract For Broadband Grant Application And Project Implementation*

2.2-3711 (A)(29) Discussion Of The Award Of A Public Contract Involving The Expenditure Of Public Funds, Including Interviews Of Bidders Or Offerors, And Discussion Of The Terms Or Scope Of Such Contract, Where Discussion In An Open Meeting Would Adversely Affect The Bargaining Position Or Negotiating Strategy Of The Public Body.

- *Contract For Broadband Grant Application And Project Implementation*

4. OLD/NEW BUSINESS:

A. Authorization To Apply For VATI Grant And Award Of Contract For Broadband Grant Application And Project Implementation

Documents:

[Memo for Broadband Grant Application and Project Implementation \(VATI\) Phase I.pdf](#)
[Contract for Broadband Grant Application and Project](#)

5. ADJOURNMENT

Notice of the public hearings can be found at www.dinwiddieva.us/984/public-notice.

Citizen Participation Instructions:

- Citizens who wish to attend the meeting in person should adhere to the social distancing guidelines and Executive Order 79 requiring face coverings while inside buildings unless fully vaccinated as set forth by the Governor and public health officials.
- Citizens are asked to remain at home and participate electronically if they (1) are experiencing symptoms of illness, (2) have had contact with a known or suspected COVID-19 case in the last 14 days, or (3) have a fever of 100.4 degrees or higher.



Dinwiddie County Administration

14010 Boydton Plank Road

Dinwiddie, Virginia 23841

Phone: 804-469-4500

MEMORANDUM

TO: Board of Supervisors and Dinwiddie County Broadband Authority
FROM: W. Kevin Massengill, County Administrator
DATE: September 2, 2021
SUBJECT: Contract for Broadband Grant Application and Project Implementation (VATI)

Background

On July 20, 2021, the Board of Supervisors voted to form the Dinwiddie County Broadband Authority. On July 29, 2021, Dinwiddie County and the Dinwiddie County Broadband Authority issued a Request for Proposals #22-072921 for Broadband Grant Applications and Project Implementation. Given the opportunity of a large VATI grant pool this fall made possible by American Rescue Plan Act funds, the County and the Dinwiddie County Broadband Authority sought proposals for a large-scale fiber to the home project in Dinwiddie County. VATI grant applications are due by September 14, 2021.

On August 16, three (3) proposals were received. Two companies were interviewed by a panel on August 24. PGEC Enterprise, LLC dba "RURALBAND" was selected as the finalist.

Resolution for Board of Supervisors

BE IT RESOLVED THAT the Board of Supervisors of Dinwiddie County, Virginia does hereby authorize the County Administrator to sign the attached contract with such changes, substantive or otherwise as he may approve after consultation with the County Attorney.

BE IT FURTHER RESOLVED THAT the Board of Supervisors does hereby authorize County staff to take any other actions that it may deem necessary or desirable to assist in applying for the 2022 Virginia Telecommunication Initiative (VATI) Program Guidelines and Criteria with the Dinwiddie County Broadband Authority and PGEC Enterprise, LLC dba "RURALBAND", including, but not limited to, the submission of draft MOUs or draft agreements.

BE IT FURTHER RESOLVED THAT the Board of Supervisors does hereby ratify all actions taken in furtherance of the intent of this resolution.

Resolution for Dinwiddie County Broadband Authority



Dinwiddie County Administration

14010 Boydton Plank Road

Dinwiddie, Virginia 23841

Phone: 804-469-4500

BE IT RESOLVED THAT the Board of the Dinwiddie County Broadband Authority does hereby authorize the Chair to sign the attached contract with such changes, substantive or otherwise as he may approve after consultation with the County Attorney.

BE IT FURTHER RESOLVED THAT the Board does hereby authorize the Chair and/or his/her designees to take any other actions that it may deem necessary or desirable to assist in applying for the 2022 Virginia Telecommunication Initiative (VATI) Program Guidelines and Criteria with the Dinwiddie County Broadband Authority and PGEC Enterprise, LLC dba "RURALBAND", including, but not limited to, the submission of draft MOUs or draft agreements.

BE IT FURTHER RESOLVED THAT the Board does hereby ratify all actions taken in furtherance of the intent of this resolution.

CONTRACT

DINWIDDIE COUNTY
BROADBAND GRANT APPLICATION AND PROJECT IMPLEMENTATION
(VATI)

The Agreement is made this _____ day of _____ 2021, by and between **PGEC Enterprise, LLC dba "RURALBAND"**, of 7103 General Mahone Hwy, Waverly, VA 23890 (hereinafter known as "Company"), the **Dinwiddie County Broadband Authority** (hereinafter known as the "Authority"), and the **County of Dinwiddie, Virginia** (hereinafter known as the "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, the County and the Authority issued RFP-22-072921 on July 29, 2021, to solicit proposals from companies to:

- 1) Work with the County and the Authority to prepare and submit the 2022 Virginia Telecommunication Initiative (VATI) Grant application to the Department of Housing and Community Development; and
- 2) If the Grant is awarded, design, implement, operate and maintain a fiber broadband network to provide universal internet coverage to Dinwiddie County;

WHEREAS, Company submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

WHEREAS, Company was selected to provide goods and services as described in the RFP;

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, (2) Request for Proposals # 22-072921 including any addenda and (3) Company's proposal dated August 16, 2021 (together, the documents listed above in this paragraph 1 and any future contract documents shall be referred to as the "Contract Documents"). 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. **Approved Scope of Work.** Company shall furnish all labor, equipment, and materials to perform all services in strict accordance with the Contract Documents. This Contract binds neither the County nor the Authority beyond Phase I, and the Company understands that further approval by the Authority is required before additional services identified in the RFP are commenced and that Phase II is contingent upon the receiving grant funding, unless the Authority, in its sole discretion, determines otherwise. Upon mutual consent, parties may partner to apply for other grants. Terms and conditions, including consideration, for such additional services would be negotiated at such time as the parties agree to proceed to such project implementation services.

3. **Time of Performance.** Company agrees to begin Phase I upon execution of this contract and to complete all work required for the grant application by September 10 and to otherwise timely cooperate in the grant application process. The County and the Authority agree to finalize and submit the grant application. No other consideration is owed for Phase I. Any consideration or other terms and commitments for Phase II will be set forth in a contract amendment specific to project implementation.
4. **Costs.** Company agrees to perform Phase I services at no cost to the Authority or the County.
5. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:

Procurement
 Dinwiddie County
 P.O. Drawer 70
 Dinwiddie, Virginia 23841
 (804) 469-4500
Accounting@dinwiddieva.us

Notice to Company shall be made to:

Cary "Casey" J Logan Jr
 PGEC Enterprise, LLC
 7103 General Mahone Hwy
 Waverly, VA 23890
 (804) 824-2424
clogan@pgec.coop

Notice to Authority shall be made to:

W. Kevin Massengill
 Dinwiddie County Broadband Authority
 P.O. Drawer 70
 Dinwiddie, Virginia 23841
 (804) 469-4500
kmassengill@dinwiddieva.us
 With a copy to: Accounting@dinwiddieva.us

6. **General Terms and Conditions.** During the term of this Contract, Company agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposals.
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. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.

10. 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.

Dinwiddie County Broadband Authority

PGEC Enterprise, LLC dba
"RURALBAND"

X

X

County of Dinwiddie, Virginia

Approved to legal form:

X

X

W. Kevin Massengill
County Administrator

Tyler Southall
County Attorney and Authority Counsel