

County of Dinwiddie Board of Supervisors

MINUTES

Special Meeting – August 6, 2019, 4:00 PM

Board Training Room, Dinwiddie Government Center
14010 Boydton Plank Road, Dinwiddie, Virginia

Supervisors Present:

William D. Chavis, *Chair*
Daniel D. Lee, *Vice Chair*
Dr. Mark E. Moore
Brenda Ebron-Bonner (arrived at 4:08)

Election District 3
Election District 4
Election District 2
Election District 5

Administration Present:

W. Kevin Massengill, *County Administrator*
Anne Howerton, *Deputy County Administrator,*
Finance and General Services
Tyler Southall, *County Attorney*
Michael Drewry, *Assistant County Attorney*

1. ROLL CALL

2. ACTION ITEM:

A. CONTRACT AWARD: SHERIFF'S OFFICE PATROL VEHICLES

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

MEMORANDUM

TO: Board of Supervisors
FROM: Anne Howerton, Deputy County Administrator
DATE: August 6, 2019
SUBJECT: Contract Award – Sheriff's Office Patrol Vehicles

BACKGROUND

The approved FY 2020 Capital Improvements Plan budget provides funding for the replacement of high mileage and high maintenance patrol vehicles. In June 2019, the County contracted for three Dodge Chargers for the Sheriff's Office. This contract allows for the purchase of two additional Chargers.

CONTRACT NEGOTIATIONS

We utilized a cooperative procurement contract from the Virginia Sheriff's Association to purchase the vehicles from Hall Automotive of Virginia Beach, VA.

RECOMMENDATION

We are asking for approval of the following resolution.

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 two Dodge Chargers with Hall Automotive of Virginia Beach, VA with any changes, substantive or otherwise as may be approved by the County Administrator.

CONTRACT

DINWIDDIE COUNTY 2019 DODGE CHARGERS (2)

The Agreement is made this 6th day of August 2019, by and between **Hall Automotive**, of 3757 Bonney Road, Virginia Beach, Virginia 23452 (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 procure two Dodge Chargers for the Sheriff's Office; and

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

WHEREAS, Contractor was selected to provide vehicles; 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) Virginia Sheriff's Association Contract 18-01-0921R including any amendments and (3) Contractor's quote dated May 30, 2019. 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 deliver vehicles within 120 days of the date of the date of this contract.
3. **Costs.** Contractor agrees to provide all vehicles pursuant to this Contract for a sum no greater than FIFTY-THREE THOUSAND THREE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$53,396.00) (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice.
4. **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> W. Kevin Massengill County Administrator P. O. Drawer 70 Dinwiddie, Virginia 23841 (804) 469-4500 accounting@dinwiddieva.us	<u>Notice to Contractor shall be made to:</u> Jake Clarke Hall Automotive 3757 Bonney Road Virginia Beach, Virginia 23452 (757) 498-2303 jake.clarke@hallauto.com
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5. **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.
6. **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.
7. **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.
8. **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

Hall Automotive

By: _____
 W. Kevin Massengill
 County Administrator

By: _____
 Title: _____

Approved as to form:

Department Approval:

 Legal Counsel

 D. T. Adams, Sheriff

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

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

NAYS: None

3. CLOSED SESSION

At 4:02 PM, upon motion of Mr. Lee, seconded by Dr. Moore, the Board convened into closed session.

- A. **§2.2-3711 (A) (7) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation where such consultation or briefing in an open session would adversely affect the negotiating or litigating posture of the public body:**
 - Employment Law Matter
- B. **§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:**
 - Broadband

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

CERTIFICATION

Whereas, this Board convened in a closed meeting under:

- A. **§2.2-3711 (A) (7) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation where such consultation or briefing in an open session would adversely affect the negotiating or litigating posture of the public body:**
 - Employment Law Matter
- B. **§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:**
 - Broadband

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 Dr. Moore, seconded by Ms. Ebron-Bonner, the Certification Resolution was adopted.

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

4. ADJOURNMENT

Upon motion of Mr. Lee, seconded by Ms. Ebron-Bonner, the meeting was adjourned at 5:48 PM.

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

William D. Chavis
Chair

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

/sbw