

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: May 13, 2013 AGENDA ITEM NUMBER: 14

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH WIRELESS VENTURES, LLC TO PROVIDE SERVICES TO MOVE THE SHERIFF'S DISPATCH CENTER FROM THE SHERIFF'S ADMINISTRATION BUILDING TO THE PUBLIC SAFETY CENTER (SHERIFF'S OFFICE)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Kendrick Watts, Jr. /cdh* DATE: May 9, 2013

COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT
WITH WIRELESS VENTURES, LLC TO PROVIDE SERVICES TO
MOVE THE SHERIFF'S DISPATCH CENTER FROM THE
SHERIFF'S ADMINISTRATION BUILDING TO
THE PUBLIC SAFETY CENTER
(SHERIFF'S OFFICE)**

BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, a contract with Wireless Ventures, LLC in the amount of \$79,917.62 to provide services to move the Sheriff's Dispatch Center from the Sheriff's Administration Building, to the Public Safety Center, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 13th day of May, 2013.

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of April, 2013 by and between Forsyth County, North Carolina (the "County"), party of the first part; and Wireless Ventures, LLC dba Amerizon (the "Provider"), party of the second part;

WITNESETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

I.

The services to be performed by the Provider shall be as:

Provide labor and parts needed to move the Forsyth County Sheriff Office Dispatch Center from Sheriff Administration Building to Public Safety Center. Provide services to completely optimize system once everything is installed at Public Safety Center.

The following documents, attached hereto, are incorporated herein:

Attachment A – Quotation dated 3.30.13.

II.

The services of the Provider shall begin on April 4, 2013 unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until services are complete provided that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party.

III.

As full compensation for the Provider's services, the County agrees to pay the Provider the sum of Seventy Nine Thousand Nine Hundred and Seventeen Dollars and 62/100 (\$79,917.62). Total payments under this contract are not to exceed Seventy Nine Thousand Nine Hundred and Seventeen Dollars and 62/100 (\$79,917.62) during fiscal year 2012/2013 and 2013/2014.

IV.

The Provider shall bill the County for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider.

The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor shall payroll tax of any kind be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall supply, at his/her sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at his/her sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.

D. Professional Liability Insurance. The Provider shall maintain professional liability insurance or equivalent form with a limit of not less than \$1,000,000.

E. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County. Certificates of Insurance shall specifically include the following statement: "Forsyth County, its officials, officers and employees are shown as additional insureds with respect to the performance of services by Wireless Ventures dba Amerizon".
2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
4. Maintain such insurance from the time services commence until services are completed.
5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

F. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

V.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that he/she has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

The Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to choice of law principles.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: _____

ATTEST:

Clerk to the Board

(SEAL)

(Provider)

By: *Daniel H. Jones*

Social Security Number or Tax Id. No.

20-0464748



4996 Indiana Avenue
 Winston-Salem, N.C. 27106
 Phone: 336-761-1911
 Fax: 336-777-0462

Quotation

Quote Number: 11015
 Consultant: David Jones
 Date of Quote: 3/30/2013

Email To: djones@amerizonwireless.com

Customer:		Ship To:	
WS/FC IAC Attn: Pete Wright		Amerizon Wireless Attn: David L. Jones 4996 Indiana Ave. Winston Salem, NC 27106	
Tax Exempt Number:		TERMS:	
Phone Number: 336-703-2191		SHIPPING:	
Fax Number:		Phone Number: 336-761-1911	
		Fax Number: 336-777-0462	

Item	QTY	Model/Part No	Description	Price	Ext Price
PRIOR TO PERSONNEL MOVE					
1	6	RELOCATE	Remove existing backup control stations from FCSO dispatch center and take to new dispatch center and reinstall and test		
2	6	INSTALL	Install 6 magnetic mount antennas in penthouse or satellite room		
3	1	INSTALL	Install lightning suppression in penthouse		
4	6	INSTALL	Install 6 runs of coax cable from penthouse to CEB room		
5	10	INSTALL	Install 10 runs of cat 5 cable from penthouse to CEB room		
6	1	INSTALL	Install 1 run of 25 pair telco cable from penthouse to CEB room		
7	1	INSTALL	Install lightning suppression in CEB room and complete RF cable connections to new dispatch positions		
AFTER PERSONNEL MOVE					
1	2	REMOVAL	Decommission existing microwave shot to and from Winston Tower and old Sheriff's office		

Additional Information PAGE 1	Sub-Total:	\$0.00
	Shipping/Handling:	\$0.00
	Labor and/or Programming :	\$0.00
	SUBTOTAL:	\$0.00
	Discount/Trade:	\$0.00
	Grand Total:	\$0.00

Client Approval:	Date:
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Consultant:	Date:
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Wireless Email To: djones@amerizonwireless.com

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Phone Number: 336-703-2191		Phone Number: 336-761-1911	
Fax Number:		Fax Number: 336-777-0462	
Tax Exempt Number:		TERMS:	
SHIPPING:			

Item	QTY	Model/Part No.	Description	Price	Ext. Price
			AFTER PERSONNEL MOVE CONT.		
2	4	REMOVAL	Deconstruct existing microwave radio equipment and Central Electronics bank, logging radios and Genwatch (reuse mag mount antenna for logging radios in new penthouse)		
3	1	REMOVAL	Disconnect and remove existing microwave coax dehydrator		
4	1	REMOVAL	Remove GPS frequency and time standard		
5	1	INSTALL	Install HALO ground in penthouse of new building		
6	3	INSTALL	Install microwave and all associated equipment and logging radios into penthouse of new building		
7	3	INSTALL	Install new microwave antenna, coax and connectors on existing tower atop Winston Tower		
8	1	INSTALL	Install old microwave dish from old FCSO building on penthouse roof support of new building		
9	1	INSTALL	Install new coax cable to dish on penthouse		
10	1	INSTALL	Reinstall CEB in new CEB room		

Sub-Total:		\$0.00
Shipping/Handling:		\$0.00
Labor and/or Programming :		\$0.00
SUBTOTAL:		\$0.00
Discount/Trade:		
Grand Total:		\$0.00

Additional Information:		Date:
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PAGE 2



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Phone Number: 336-703-2191		SHIPPING:	
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Item	QTY	Model/Part No	Description	Price	Ext. Price
11	4	INSTALL	AFTER PERSONNEL MOVE CONT. Reinstall management terminal, Moscad terminal, Genwatch and any other equipment coming from old FCSO building		
12	1	INSTALL	Reinstall GPS frequency and time standard		
13	4	INSTALL	Supply all necessary hardware for grounding of equipment, mounting, securing, telco wire termination blocks etc.....		
14	1	GROUND	Ground all equipment per Motorola R56 code regulations		
15	1	TEST	Recommission all electronic devices		
16	2	TEST	Test and optimize all electronic equipment and devices for proper operation		
17	1	LABOR	Cost to perform prior and after personnel move of FCSO dispatch center during regular business hours M-F 8 to 5 figured at 15 days for 4 techs at \$125.00 per hour and also includes complete optimization of entire system once everything is up and working at the new location.		\$60,000.00

Additional Information:		Sub-Total:	\$60,000.00
PAGE 3		Shipping/Handling:	\$0.00
		Labor and/or Programming :	\$0.00
		SUBTOTAL:	
		Discount/Trade:	
		Grand Total:	CONT.

Client Approval:	Date:
Consultant:	Date:



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Item	QTY	Model/Part No.	Description	Price	Ext. Price
PARTS NEEDED FOR FCSO DISPATCH CENTER MOVE					
1	450'	480196	EW90 Waveguide cable	\$25.60'	\$11,520.00
2	4	468146	Waveguide connectors	\$358.57	\$1,434.28
3	3	10910	Flexible jumper	\$469.70	\$1,409.10
4	1	344491	Radiowaves HP3-11	\$1,650.00	\$1,650.00
5	2	80758	Waveguide connectors	\$348.62	\$697.24
6	1200'	86215	Belden 9914 cable	\$1.20'	\$1,440.00
7	12	MISC. CONN.	Belden 9914 connectors	\$5.00	\$60.00
8	6	68335	Mag mounts	\$35.00	\$210.00
9	6	99950	800 mhz. antenna	\$49.50	\$297.00

Sub-Total: \$18,717.62

Additional Information:

PAGE 4

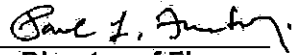
Shipping/Handling: \$1,200.00
 Labor and/or Programming : \$60,000.00
SUBTOTAL:
 Discount/Trade:
Grand Total: \$79,917.62

Client Approval:	Date:
Consultant:	Date:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

4/23/2013

Date



Director of Finance