

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: OCTOBER 10, 2016

AGENDA ITEM NUMBER: 5-AB&C

### SUBJECT:

- A. AMENDMENT TO THE LAW ENFORCEMENT EQUITABLE DISTRIBUTION SPECIAL REVENUE FUND
- B. AMENDMENT TO THE FISCAL YEAR 2016-2017 BUDGET ORDINANCE TO APPROPRIATE EQUITABLE SHARING (FEDERAL DRUG FORFEITURE) FUNDS
- C. RESOLUTION AWARDDING CONTRACT FOR REFURBISHMENT SERVICES FOR THE SHERIFF'S OFFICE MOBILE COMMAND UNIT TO SPEVCO, INC.  
(FORSYTH COUNTY SHERIFF'S OFFICE)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

### SUMMARY OF INFORMATION:

The Sheriff Office's current Mobile Command Unit (MCU) was purchased in 2004 and was put into service on February 11, 2005. The vehicle's technology, equipment and functionality is becoming increasingly antiquated for today's operational requirements. The useful life of this type of truck is typically 15 years, which sets the replacement year as sometime during 2020. Initial estimates show that replacement of this unit with a new vehicle would cost somewhere between \$725,000 to \$920,000 depending on exact timing and design specifications such as dimensions, chassis, body specifications, interior specifications and equipment.

The Agency has determined that refurbishing the current Mobile Command Unit is the most efficient and reasonable choice at this time. The interior of the vehicle can be completely removed and re-designed with new cabinetry, wiring, furnishings, doors, technology and equipment (including audio/video equipment) for \$69,139. Materials and equipment make up \$24,706 of this cost and \$44,433 is labor. The Sheriff's Office obtained three vendor quotes - plus a fourth quote for exterior vehicle graphics - with the lowest cost proposed by Spevco, Inc. The Sheriff's Office proposes to use Federal Drug Forfeiture (Equitable Sharing) funds to cover the cost of this refurbishment.

Based on these vendor estimates, replacing the exterior graphics should be handled separately with a graphics vendor to save additional money. This work will be conducted

after the refurbishment and will cost less than \$7,000. Already-appropriated funds can be utilized to complete this work.

Upon completion, this should extend the useful life of the MCU at least an additional 7 to 10 years. A modern MCU is critical to the agency as it serves as a base of operations at critical incidents (communications and command), but can also be used for field training exercises, recruitment fairs and community events.

The amendment to the Law Enforcement Equitable Distribution Special Revenue Fund transfers Federal Drug Forfeiture funds to the General Fund.

The Budget Ordinance Amendment transfers these funds from the General Fund to the Sheriff's Budget.

Finally, the resolution awards a contract in the amount of \$69,139 to Spevco, Inc. to complete the refurbishment of the MCU (excluding exterior graphics) plus a not-to-exceed amount of \$18,000 for change orders.

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Audley Watts, Jr.* DATE: October 6, 2016  
COUNTY MANAGER

**FORSYTH COUNTY, NORTH CAROLINA**  
AMENDMENT TO THE  
LAW ENFORCEMENT EQUITABLE DISTRIBUTION SPECIAL REVENUE FUND

BE IT ORDAINED BY THE FORSYTH COUNTY BOARD OF COMMISSIONERS THAT THE LAW ENFORCEMENT EQUITABLE DISTRIBUTION FUND IS HEREBY AMENDED AS FOLLOWS:

INCREASE: SECTION 1. REVENUES.  
SPECIAL REVENUE FUND  
LAW ENFORCEMENT EQUITABLE \$87,139  
DISTRIBUTION FUND BALANCE

INCREASE: SECTION 2 APPROPRIATIONS.  
SPECIAL REVENUE FUND  
TRANSFER TO GENERAL FUND \$87,139

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NATURE OF TRANSACTION:  
 Additional Revenue Available  
 Transfer within Accounts of  
Same fund  
 Other: Appropriate Law Enforcement  
Equitable Distribution Funds for  
Transfer to the General Fund

APPROVED BY BOARD OF COUNTY  
COMMISSIONERS AND ENTERED ON  
MINUTES DATED \_\_\_\_\_  
AGENDA ITEM NUMBER \_\_\_\_\_

**FORSYTH COUNTY, NORTH CAROLINA**  
AMENDMENT TO  
2016-2017 BUDGET ORDINANCE

BE IT ORDAINED THAT FUNDS ARE AUTHORIZED FOR THE PURPOSES DESCRIBED ABOVE, AND ARE HEREBY APPROPRIATED FOR THE AMENDMENT TO THE FY 2016-2017 BUDGET ORDINANCE AS FOLLOWS:

INCREASE: SECTION 1, REVENUES.

GENERAL FUND	
OTHER FINANCING SOURCES –	<u>\$87,139</u>
TRANSFER FROM LAW	
ENFORCEMENT EQUITABLE	
DISTRIBUTION FUND	

INCREASE: SECTION 2 APPROPRIATIONS.

GENERAL FUND	
SHERIFF	<u>\$87,139</u>

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NATURE OF TRANSACTION:

- Additional Revenue Available
- Transfer within Accounts of  
Same fund
- Other:

APPROVED BY BOARD OF COUNTY  
COMMISSIONERS AND ENTERED ON  
MINUTES DATED \_\_\_\_\_  
AGENDA ITEM NUMBER \_\_\_\_\_

**RESOLUTION AWARDING CONTRACT FOR REFURBISHMENT SERVICES FOR  
THE SHERIFF'S OFFICE MOBILE COMMAND UNIT TO SPEVCO, INC.  
(FORSYTH COUNTY SHERIFF'S OFFICE)**

**WHEREAS**, Spevco, Inc. submitted the lowest proposal for the refurbishment of the Sheriff Office's Mobile Command Unit (MCU) in the amount of \$69,139; and

**WHEREAS**, it is the recommendation of the County Manager, the Sheriff, and the Purchasing Director that a contract for the MCU refurbishment services be awarded to Spevco, Inc. in the amount of \$69,139.00; and

**WHEREAS**, the County Chief Financial Officer has determined that sufficient funds are available to cover the cost of this contract;

**NOW, THEREFORE, BE IT RESOLVED**, by the Forsyth County Board of Commissioners that a contract for refurbishment services for the Forsyth County Sheriff's Office Mobile Command Unit, is hereby awarded to Spevco, Inc. in the amount of \$69,139.00, and all other proposals are hereby rejected.

**BE IT FURTHER RESOLVED** that the County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, a contract with Spevco, Inc. for refurbishment services for the Forsyth County Sheriff's Office Mobile Command Unit in the amount of \$69,139.00, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to sign change orders in an amount not to exceed \$18,000.00 upon written agreement with Spevco, Inc. and specifying the additional or different work undertaken.

Adopted this 10th day of October 2016.

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of October, 2016 by and between Forsyth County, North Carolina (the "County") on behalf of the Forsyth County Sheriff's Office (the "Sheriff's Office"); and SPEVCO, Inc. (the "Provider");

WITNESETH:

WHEREAS, it is the recommendation of the County Manager, the Sheriff, and the Purchasing Director that a contract for refurbishment services to the Mobile Command Unit be awarded to SPEVCO, Inc. in the amount of \$69,139.00; and

WHEREAS, the Forsyth County Board of Commissioners, awarded said contract on October 10, 2016 to SPEVCO, Inc., in the amount of \$69,139.00.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto do contract and agree as follows:

I.

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

Provider further agrees to provide the Sheriff's Office with refurbishment services to the Mobile Command Unit as detailed in "Attachment A" (SPEVCO Estimate to Refurb FCSD MMC) and "Attachment B", "Attachment C" and "Attachment D" (Preliminary Drawings), affixed hereto and incorporated herein by reference.

II.

The services of the Provider shall begin upon contract execution and receipt of deposit, unless sooner terminated by mutual consent. Either party shall have the right to terminate this Agreement for services upon ten (10) day notice in writing to the other party.

As full compensation for the Provider's services, the County agrees to pay the Provider the Sum of SIXTY-NINE THOUSAND ONE HUNDRED AND THIRTY-NINE DOLLARS AND ZERO CENTS (\$69,139.00) with 50% (\$34,569.50) to be invoiced and due upon contract execution. The Provider shall invoice the County for the 50% balance of \$34,569.50 plus 6.75% sales tax (\$4,666.89) upon completion and acceptance by the Sheriff's Office at Provider's location within 30 days provided all elements of the Agreement are satisfactorily met. The Sum shall be subject to additions and deductions as follows:

By appropriate Modification, changes in the Work may be accomplished after execution of the contract. The County or Sheriff's Office, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum being adjusted

accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Provider, Sheriff's Office and County.

Adjustments in the Contract Sum resulting from a change in Work shall be determined by mutual agreement of the parties and shall-not-exceed EIGHTEEN THOUSAND DOLLARS AND ZERO CENTS (**\$18,000.00**).

### III.

To the fullest extent permitted by law, the Provider shall defend, indemnify, and hold harmless Forsyth County, its Officials, Officers, and Employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of any act or omission of the Provider or his employees in the execution, performance, or failure to adequately perform the obligations pursuant to this agreement.

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 maintain, at its sole expense, such insurance coverage as required by the Forsyth County Risk Manager. The Provider shall maintain, at its 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 that two times the required 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, except for the negligence or willful misconduct of the Additional Insured(s).

2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees, as to Provider's liability.

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 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. 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.
2. Replace certificates for any such insurance expiring prior to completion of the services.
3. Maintain such insurance from the time services commence until services are completed.
4. 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.

E. 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.

#### IV.

No late payment or other amounts, designated penalties, liquidated damages, attorneys fees, court costs or charges shall apply to this contract.

No stated laws of a particular state or jurisdiction shall apply to or govern this contract other than the applicable laws of the State of North Carolina; and no forum selection of the place, courts, or judicial body of a particular state or jurisdiction shall apply.

Involuntary or binding mediation, arbitration, negotiation, or other settlement procedure of disputes, if any, shall not apply to this contract.



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

The provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of new hired employees. Failure of the provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the provider will 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.

Provider hereby certifies that it and its subcontractors are not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §143C-6A-4, nor will Provider utilize on this agreement any subcontractor on such list.

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

The Provider declares that it 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.

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: \_\_\_\_\_  
William T. Schatzman  
Sheriff

By: \_\_\_\_\_  
J. Dudley Watts, Jr.  
County Manager

ATTEST:

\_\_\_\_\_  
Clerk to the Board

(SEAL)

**PROVIDER: SPEVCO, INC.**

Tax ID Number: \_\_\_\_\_

By (AUTHORIZED SIGNATURE): \_\_\_\_\_

Name and Title (PRINT): \_\_\_\_\_

Date: \_\_\_\_\_

**SPEVCO Estimate to Refurb FCSD MMC**

9/12/16

To: Randy Hunsucker

From: Chris Stonehouse

**SPEVCO**

FCS MC UP-FIT	Material Retail \$	Labor Retail \$	Total Retail \$
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<b>DESIGN, DEVELOPMENT, AND DOCUMENTATION</b>	<b>\$188</b>	<b>\$9,275</b>	<b>\$9,463</b>
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Design, Development, and Documentation  
Operations Manual

FCS MC UP-FIT	Material Retail \$	Labor Retail \$	Total Retail \$
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<b>REMOVAL OF EXISTING EQUIPMENT</b>	<b>\$0</b>	<b>\$5,712</b>	<b>\$5,712</b>
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Removal of the front wall  
Removal of all work surfaces and upper cabinets in the front area  
Removal of the toilet  
Removal of the facial door and wall, for the bathroom  
Removal of the all items on the curb side, the sink will be left and all other items to be removed, back to the rear area  
Removal all items in the rear area, couch, work station, and upper cabinets.  
Removal of the interior floor  
Removal of the old Moto sat system  
Removal of all communications wiring, includes labeling

<b>FRONT COMMAND ROOM</b>	<b>\$7,770</b>	<b>\$9,776</b>	<b>\$17,546</b>
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Build out of new upper cabinets, cabinets to be 14" off of the wall, 14" tall down from the ceiling, these will be cabinet grade plywood with a dark cherry laminate, doors will be hinged from the top with hold open devices and latches for travel  
Center conference table, large enough for 6 people, this table will have fold down sides to allow for space if not being used for 6 people, cabinet grade plywood with dark cherry laminate finishing  
6- Rolling chairs for this area  
Interior wall finishing as needed, PVC panel material

**special vehicles company**

Install of 2- 3' x 3' white boards  
 Wiring chases needed for wiring  
 Add a pocket door in the front wall, includes the wall build out  
 Finished flooring and trim work

**CENTER SECTION** \$2,573      \$2,238      \$4,810

Interior wall finishing as needed, PVC panel material  
 Wiring chases needed for wiring  
 Finished flooring and trim work  
 Add shelving system where the toilet was removed

**REAR DISPATCH AREA** \$6,090      \$8,068      \$14,158

Build out of new upper cabinets, cabinets to be 14" off of the wall, 14" tall down from the ceiling, these will be cabinet grade plywood with a dark cherry laminate, doors will be hinged from the top with hold open devices and latches for travel,  
 Build out of 2- work station for the Dispatch workers, cabinet grade plywood construction with dark cherry laminate finishing  
 Swinging safety gate for the stairs, this will keep someone from rolling their chair off down the steps  
 2- Rolling chairs  
 Interior wall finishing as needed, PVC panel material  
 Wiring chases needed for wiring  
 Finished flooring and trim work

**AV/IT EQUIPMENT** \$7,035      \$5,182      \$12,217

Winegard HD DirecTV Satellite system with 2- H-24 High def receivers  
 2- Sharp Aquos LC40LE830U 40-inch 1080p 120Hz LED HDTV, 1- will be installed on a full articulating arm in the Command area and 1- will be installed in the Dispatch area on a regular wall mount  
 Full size AV rack installed into the AV room  
 Exterior TV mount, This will be for the interior TV to be moved outside located on the curb side of the unit  
 AV wiring needed from the screen locations, back to the rack, each screen will need feeds from the rack, HDMI, VGA, these will run from the interior TV locations and the exterior TV location  
 Conference table feeds, from the center of the table there needs to be a HDMI and a VGA table top connection point, to display on the interior screen  
 Communications wiring needed for the Dispatch area, back to the rack

special vehicles company



Install of client supplied radios and Dispatch brain control unit

<b><u>ELECTRICAL NEED FOR THE NEW UP-FIT</u></b>	<b>\$1,050</b>	<b>\$2,356</b>	<b>\$3,406</b>
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Power wiring needed for the center of the conference table, these will be located flush in the table top, USB and 110v plug ins will be needed, 4- 110 volt and 6 USB powered

Power wiring needed for the Dispatch area work stations, this will be a mix of 110 volt outlet and a USB outlet, one of each set for each work station

<b><u>QUALITY AUDITS</u></b>	<b>\$0</b>	<b>\$589</b>	<b>\$589</b>
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Quality Audits

<b><u>SETUP AND TRAINING</u></b>	<b>\$0</b>	<b>\$1,237</b>	<b>\$1,237</b>
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Setup and training onsite at Spevco



<b>GRAND TOTAL</b>	<b>\$24,706</b>	<b>\$44,433</b>	<b>\$69,139</b>
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**PLUS NC SALES TAX of \$4,666.88**

Payment terms are 50% upon contract signing and 50% balance due upon completion.

special vehicles company

www.spevco.com | 336.924.8100 | P.O. Box 11845 Winston-Salem, NC 27116

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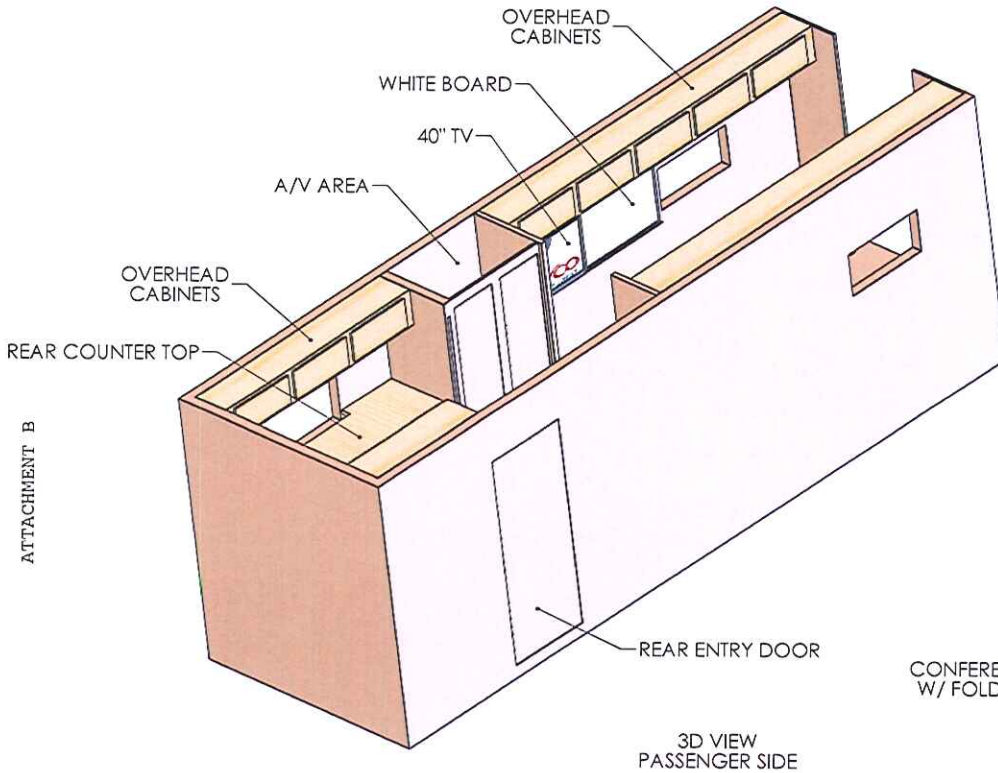
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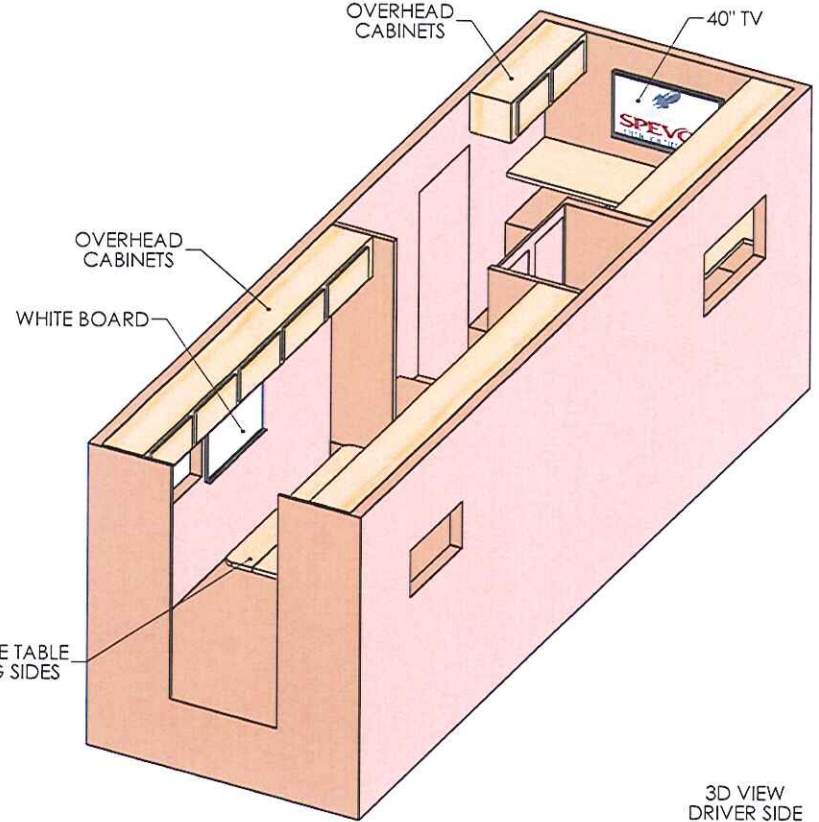
B

A



3D VIEW  
PASSENGER SIDE

ATTACHMENT B



3D VIEW  
DRIVER SIDE

**PRELIMINARY DRAWING**  
DRAWING SUBJECT TO CHANGE

**PROPRIETARY AND CONFIDENTIAL**  
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SPEVCO, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SPEVCO, INC IS PROHIBITED.

UNLESS OTHERWISE SPECIFIED:  
DIMENSIONS ARE IN INCHES TOLERANCES:

FRACTIONAL <20\"/>

FRACTIONAL >20\"/>

ANGULAR: ±1°

TWO PLACE DECIMAL: ±.01

THREE PLACE DECIMAL: ±.005

INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5M-1994

DRAWN  
CHECKED  
ENG APPR.  
MFG APPR.  
O.A.

NAME: Lee S.  
DATE: 8/11/2016

TITLE: FOOTPRINT & ELEVATION

SIZE CLIENT: B FCSD

SCALE: 1: WEIGHT: lbs

REV 0

SHEET 1 OF 3



P.O. Box 11845, Winston-Salem, NC 27116  
Phone: (336) 924-8100 Fax: (336) 924-5555

JOB #: 8

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8 7 6 5 4 3 2 1

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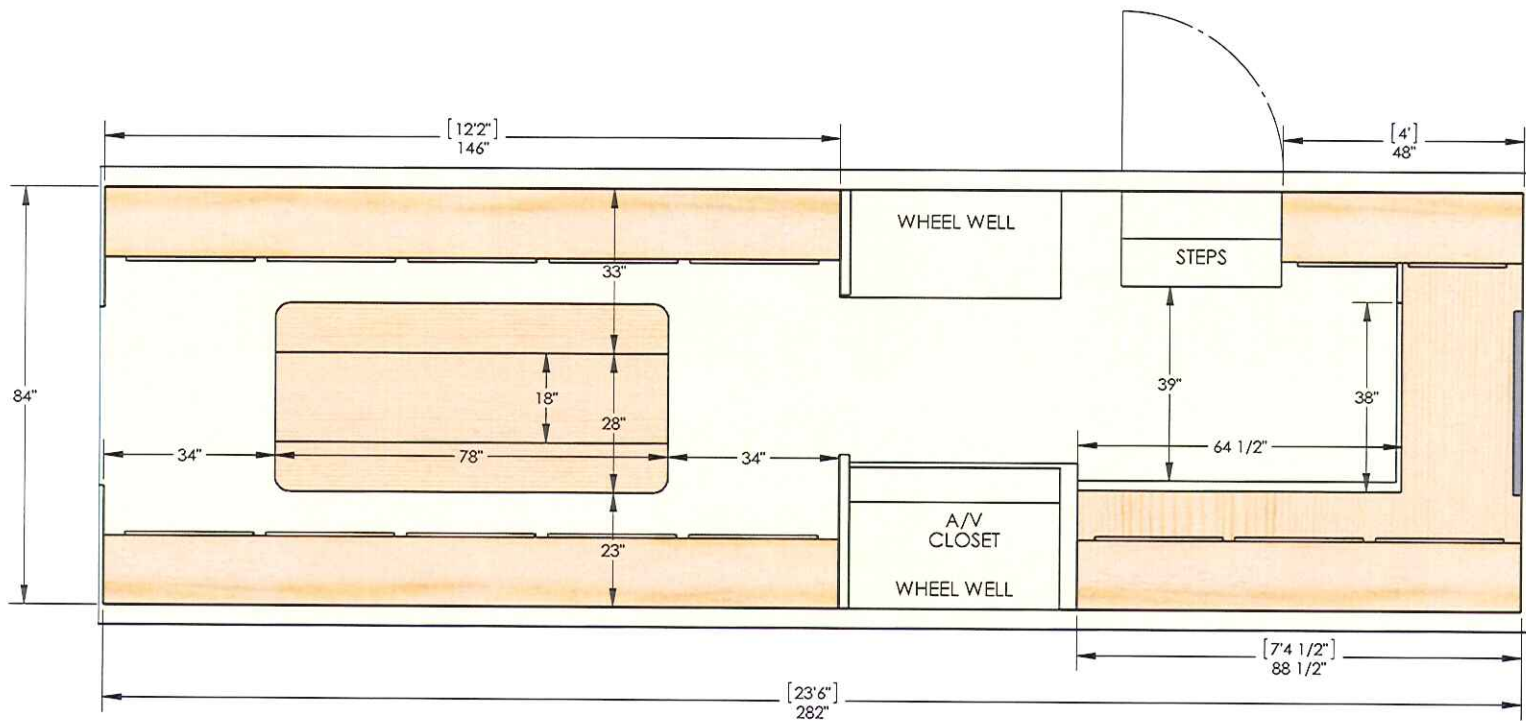
B

B

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ATTACHMENT C



TOP VIEW  
SCALE 1 : 24

**PRELIMINARY DRAWING**  
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INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5M-1994

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REV  
**0**

SHEET 2 OF 3



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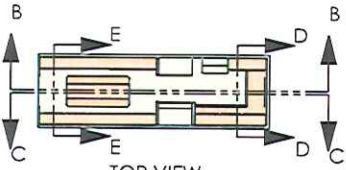
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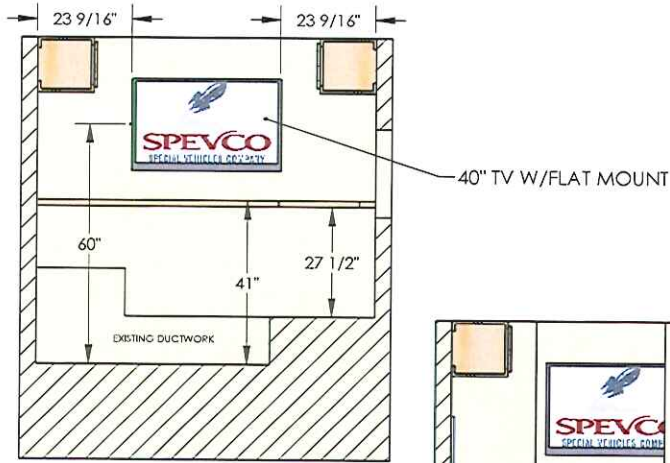
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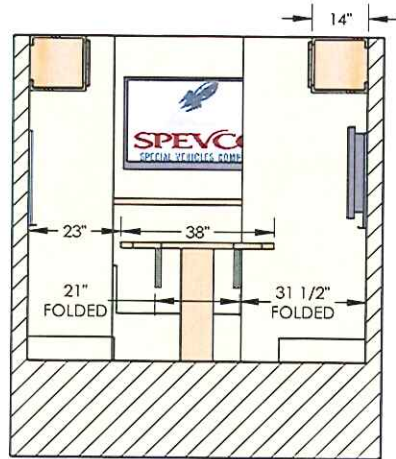
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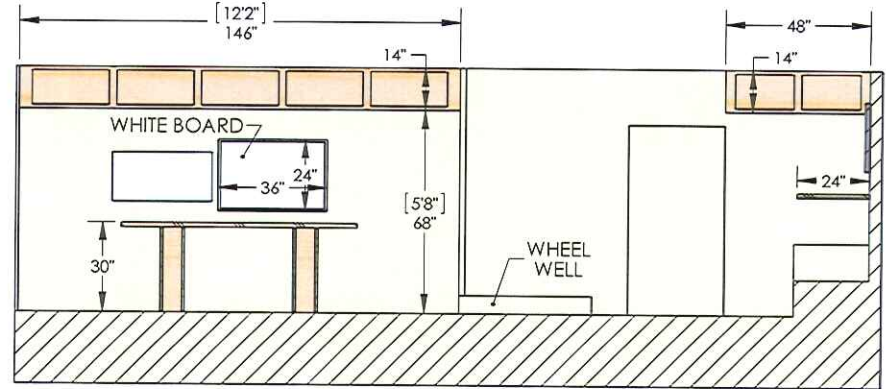
TOP VIEW  
SCALE 1 : 150



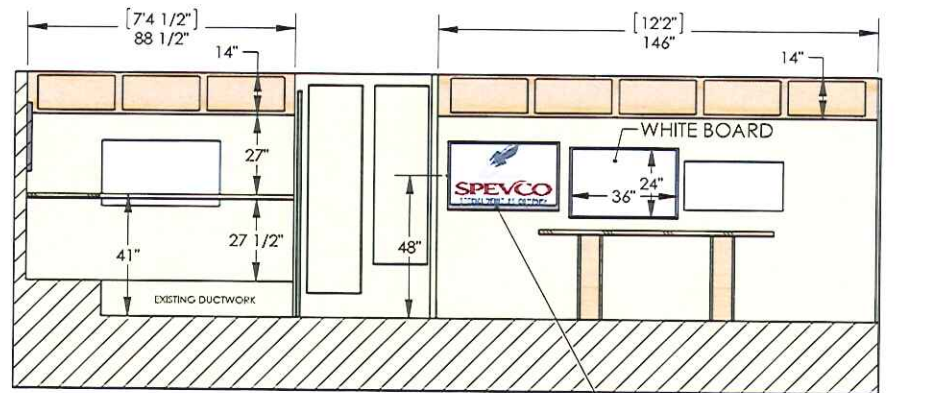
SECTION D-D  
REAR WALL INTERIOR  
SCALE 1 : 30



SECTION E-E  
FRONT VIEW CONFERENCE AREA  
SCALE 1 : 30



SECTION B-B  
PS WALL INTERIOR  
SCALE 1 : 40



SECTION C-C  
DS WALL INTERIOR  
SCALE 1 : 40

**PRELIMINARY DRAWING**  
DRAWING SUBJECT TO CHANGE

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REV 0

SHEET 3 OF 3



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JOB #: 8

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