

CONTRACT**DINWIDDIE COUNTY**
GENERAL REAL ESTATE REASSESSMENT

The Agreement is made this 25th day of July 2023, by and between **Wampler-Eanes Appraisal Group, Ltd**, of 120 Amsterdam Road, Daleville, Virginia 24083 (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 issued a Request for Proposals to provide General Real Estate Reassessment Services; and

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

WHEREAS, Contractor was selected as having the best proposal; and

WHEREAS, County has selected Contractor to provide services;

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 # 23-051723 including the General Terms and Conditions and any addenda and (3) Contractor’s proposal dated June 5, 2023. 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 provide services beginning August 1, 2023 and continuing through December 31, 2024 (or through March 31, 2025, if extended pursuant to §58.1-3257 of the Code of Virginia) for the completion of assessments. Assessment shall become effective January 1, 2025. Contractor must be available, if needed, to assist the Dinwiddie County Board of Equalization with hearings and if needed, Contractor shall provide the required competent witnesses for court appeals filed with a period of three years following effective date of reassessment.
3. **Renewal.** The County has the option to renew this contract for another general reassessment to become effective January 1, 2027. Such renewal shall be in writing and signed by both parties. Dates of service shall be negotiated at time of renewal.
4. **Costs.** Contractor agrees to perform all work pursuant to this Contract for the unit prices as listed in Exhibit A (the “Contract Price”). Monthly progress payments shall be made to Contractor within thirty (30) days after receipt of invoice.

Price increases for the renewal, if any, shall be negotiated at time of renewal and may not exceed the Consumer Price Index (CPI) increase from the date of the contract to the date of renewal.

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 Contractor shall be made to:
Gary L. Eanes
Wampler-Eanes Appraisal Group, Ltd
P.O. Box 685
Daleville, Virginia 24083
(540) 992-2323
admin@wamplereneas.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 Request for Proposals.
7. **Additional Users/Cooperative Procurement.** Per the provisions of Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement", if authorized by the Contractor, this contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor's responsibility to notify the jurisdiction/public bodies of the availability of contract(s).
8. **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.
9. **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.
10. **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.
11. **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

Wampler-Eanes Appraisal Group, Ltd

W. Kevin Massengill
W. Kevin Massengill
County Administrator

Gary L Eanes
Print Name/Title:
Gary L Eanes, VP

Approved as to form:

Department Approval:

W. K. Kelly
Legal Counsel

Lori Stevens
Lori Stevens, Commissioner of the Revenue

Exhibit A Negotiated Services and Fee Schedule

Description	Price
Full Walk-Around/Field Inspection <ul style="list-style-type: none"> • Each improved property shall be visited. • Conduct a complete personal exterior inspection • Inspection of each improved parcel of property • Update measurements and sketch as needed. 	\$26.50 per parcel
Digital Photos of Main Improvements (Front and Back)	N/C
Mobile Homes <ul style="list-style-type: none"> • Each improved property shall be visited • Update measurements and sketch as needed • Includes digital photos 	\$20.00 per mobile home
Make an effort to obtain E-911 addresses.	N/C
Clerical Staff/Data Entry Services	N/C
Door Cards/Hangers	N/C
Office space, furniture, office to include equipment, computer hardware and software, telephone and internet services	County to provide
Reassessment notices, envelopes, postage, and notices for hearings.	County to provide
Field appraisal cards/sheets	County to provide
Property Tax Maps and current sketches to include plats, tax records, data and other information	County to provide
Cadastral Map	County to provide
New Construction / Building Permits <ul style="list-style-type: none"> • Contractor will coordinate with the Commissioner of the Revenue to include all new construction in the reassessment. • After effective date of the reassessment, contractor can provide valuation services at the following cost: 	N/C \$70 per permit/split for commercial parcels and residential parcels 3,500 sq ft and above. \$40 per permit/split for residential parcels below 3,500 sq ft.

<p>Informal Hearings</p> <ul style="list-style-type: none"> • County to provide location and Contractor will provide sufficient staff for up to 10 days. 	N/C
Assist Board of Equalization	N/C
<p>Appeals/Court Testimony</p> <ul style="list-style-type: none"> • Contractor to provide at no additional cost for 3 years from the effective date of the reassessment. • After 3 years from effective date of reassessment: 	<p>N/C</p> <p>\$300 per hour</p>
<p>Renewal - Should the County choose to renew for another general reassessment per the RFP, the following prices will go into effect: (This is the base price that is subject to Item 4, Page 2, in this contract pertaining to the CPI.)</p> <ul style="list-style-type: none"> • Desk Top Review • Field Review 	<p>\$16 per parcel or mobile home</p> <p>\$26.50 per parcel</p> <p>\$20.00 per mobile home</p>

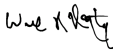
Certificate Of Completion


Envelope Id: 1EC78801B280459586FA574235067960	Status: Completed
Subject: Contract with Wampler-Eanes	
Source Envelope:	
Document Pages: 5	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Hollie Casey
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	hc Casey@dinwiddieva.us
	IP Address: 139.60.228.178

Record Tracking


Status: Original	Holder: Hollie Casey	Location: DocuSign
6/22/2023 01:26 PM	hc Casey@dinwiddieva.us	

Signer Events

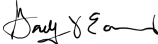
Signer Events	Signature	Timestamp
William Hefty bill@heftywiley.com Legal Counsel County of Dinwiddie Security Level: Email, Account Authentication (None)		Sent: 7/19/2023 10:41 AM Viewed: 7/20/2023 09:56 AM Signed: 7/20/2023 09:57 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Lori Stevens lstevens@dinwiddieva.us Security Level: Email, Account Authentication (None)		Sent: 7/20/2023 09:57 AM Viewed: 7/20/2023 10:16 AM Signed: 7/20/2023 10:17 AM
	Signature Adoption: Pre-selected Style Using IP Address: 139.60.228.178	

Electronic Record and Signature Disclosure:
Accepted: 7/20/2023 | 10:16 AM
ID: b6d7f937-9053-4006-8b7d-5ce6b934baa8
Company Name: Dinwiddie County

W. Kevin Massengill kmassengill@dinwiddieva.us County Administrator Dinwiddie County Security Level: Email, Account Authentication (None)		Sent: 7/20/2023 10:17 AM Viewed: 7/20/2023 04:43 PM Signed: 7/20/2023 04:43 PM
	Signature Adoption: Pre-selected Style Using IP Address: 73.216.249.7 Signed using mobile	

Electronic Record and Signature Disclosure:
Accepted: 4/17/2020 | 03:04 PM
ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4
Company Name: Dinwiddie County

Gary Eanes wamplerEanes@gmail.com VP, SEC Security Level: Email, Account Authentication (None)		Sent: 7/20/2023 04:43 PM Viewed: 7/21/2023 03:12 PM Signed: 7/22/2023 06:36 PM
	Signature Adoption: Drawn on Device Using IP Address: 204.111.224.133 Signed using mobile	

Electronic Record and Signature Disclosure:
Accepted: 7/21/2023 | 03:12 PM
ID: 393a038c-4601-41ce-8d8a-3a6e9dc19914
Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Officer Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 139.60.228.178	Sent: 7/22/2023 06:36 PM Viewed: 7/25/2023 09:00 AM Signed: 7/25/2023 09:00 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2021 08:30 AM ID: fbb6381e-0224-48a7-8dcb-8e325672939f Company Name: Dinwiddie County		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Anne Howerton ahowerton@dinwiddieva.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/25/2023 09:00 AM
Electronic Record and Signature Disclosure: Accepted: 7/1/2023 10:37 AM ID: 059c6189-17fb-498d-85e0-ffceb2e16608 Company Name: Dinwiddie County		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/19/2023 10:41 AM
Certified Delivered	Security Checked	7/25/2023 09:00 AM
Signing Complete	Security Checked	7/25/2023 09:00 AM
Completed	Security Checked	7/25/2023 09:00 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinwiddie County during the course of your relationship with Dinwiddie County.