

## CONTRACT

### DINWIDDIE COUNTY PSYCHOLOGICAL SERVICES

The Agreement is made this 31st day of August 2018, by and between **Greenberg and Associates**, of 40 Liberty Street, Petersburg, Virginia 23803 (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 solicited proposals to provide psychological services on an as-needed basis; and

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

**WHEREAS**, Psychologist was selected to provide psychological service; 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:

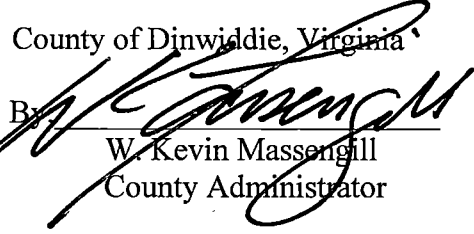
1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Greenberg's Proposed Fee Schedule received August 28, 2018, (3) Request for Proposals # 18-072518 including any addenda, and (4) Contractor's proposal dated July 16, 2017. 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. **Term of Contract.** The term of this contract shall be for one (1) year with the option for renewals under the terms, conditions and unit pricing of the original contract for up to four (4) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with the original contract or negotiated at the time of renewal.
3. **Costs.** Psychologist agrees to perform all work pursuant to this Contract for a minimum fee of SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$650.00) Per Month (the "Contract Price"), and shall bill for services per the attached Fee Schedule. Payment shall be made to Contractor within thirty (30) days after receipt of invoice. **At no time shall the cumulative cost of the Contract exceed Fifty Thousand and no/100 dollars (\$50,000).**
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:


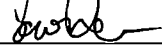
Notice to County shall be made to:  
W. Kevin Massengill  
County Administrator  
P. O. Drawer 70  
Dinwiddie, Virginia 23841  
(804) 469-4500  
accounting@dinwiddieva.us

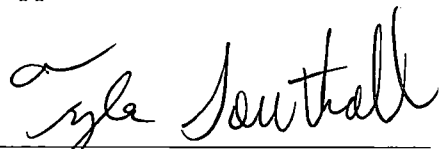
Notice to Contractor shall be made to:  
Byron E. Greenberg  
Greenberg & Associates  
40 Liberty Street  
Petersburg, Virginia 23803  
(804) 520-6868  
[bgreenberg@copdr.com](mailto:bgreenberg@copdr.com)

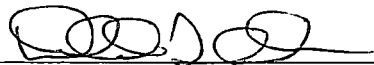
5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposals.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed 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  
By:   
W. Kevin Massengill  
County Administrator

Greenberg & Associates  
By:   
Title: 

Approved as to form:  
  
Tyler Southall, County Attorney

Department Approval:  
  
D. T. Adams, Sheriff

Received 8/28/18

## **GREENBERG & ASSOCIATES**

40 Liberty Street  
Petersburg, VA 23803  
O (804) 520-6868; F (804) 597-0199

Consultants in Police Psychology and  
Providers of Crisis Management Solutions ©

### **Proposed Fee Schedule:**

The Sheriff's Department shall pay Greenberg & Associates according to the following fee schedule.

- a. The County agrees that Greenberg & Associates shall receive a minimum fee of \$650.00 per month and shall bill for services in the following manner:
  - i. Critical Stress Debriefings \$150.00 per hour
  - ii. Individual Counseling/psychological services for officer, non-sworn support staff and identified family members \$95.00 per hour
  - iii. Group Counseling or team support (non CIS) \$110.00 per hour
  - iv. Seminars and special classes
    1. \$150.00 per hour
    2. \$300.00 for half day
    3. \$550.00 for full day
  - v. Prehire evaluations \$395.00
  - vi. Advancement/placement testing \$395.00
  - vii. Consultation to command Staff on officer stress and referral issues \$100.00 per hour
  - viii. Research/Program development services \$125.00 per hour.
- b. County may bank up to two months (\$1,300.00) worth of unrendered services. Said services will be provided upon request without additional charge if the preceding monthly payment was made without services rendered.
- c. In no event, however shall fees be paid under this contract exceed \$15,000.00 per year.
- d. All invoices shall be provided monthly and detail the time expended on the County's account. Upon request, Greenberg shall permit the County to inspect his records in order to substantiate charges assessed by the County. County will inspect Greenberg & Associates records only after identifying information names of officers seen by Greenberg & Associates) is purged from those records in order to maintain the confidentiality of those officers.