

## CONTRACT

### DINWIDDIE COUNTY FINANCIAL ADVISOR

The Agreement is made this 20<sup>th</sup> day of October 2015, by and between **Davenport & Company, LLC**, of 901 East Cary Street, Suite 1100, Richmond, Virginia 23219 (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 financial advisory 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 financial advisory services, according to the specifications in the Request for Proposals;

**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 # 15-091115 including any addenda and (3) Contractor's proposal dated October 2, 2015. 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 period, with the option of automatic renewals under the terms, conditions and unit pricing of the original contract for up to nine (9) additional years, unless either party gives written notification to the other party ninety (90) 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. Contractor is not guaranteed any work under this contract and the County retains the right to hire other financial advisors.
3. **Costs.** Contractor agrees to perform all work for the hourly rates and transaction fees as listed on Page 29 of the Contractor's Proposal. Price increases, if any, shall not exceed 3% per year and shall be negotiated at time of renewal. Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.
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

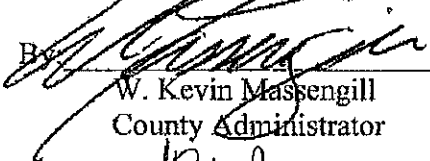
Notice to Contractor shall be made to:

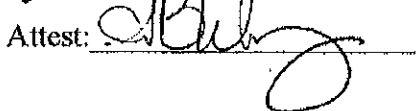
Edward F. Cole, III  
Davenport & Company, LLC  
901 East Cary Street, Suite 1100  
Richmond, Virginia 23219  
(804) 697-2907  
tcole@investdavenport.com

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 Quotations documents.
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. **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 General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of 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.

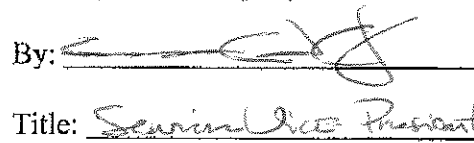
**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

By:   
W. Kevin Massengill  
County Administrator

Attest: 

Davenport & Company, LLC

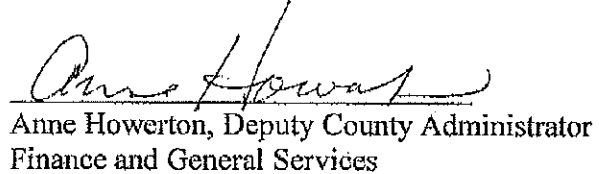
By:   
Title: Sean Vice President

Attest: 

Approved as to form:

  
Tyler Southall, County Attorney

Department Approval:

  
Anne Howerton, Deputy County Administrator  
Finance and General Services