

CONTRACT

DINWIDDIE COUNTY PROFESSIONAL AUDITING SERVICES

The Agreement is made this 21st day of February 2017, by and between **Dixon Hughes Goodman PLLC**, of 3700 Festival Park Plaza, Chester, VA 23831 (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 professional auditing services; and

WHEREAS, Contractor submitted a proposal for same, consistent with the Request for Proposal; 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 RFP # 16-120916 including any addenda, (3) Contractor’s proposal dated January 12, 2017 and (4) Contractor’s revised fee schedule. 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 all services per the requirements in the Request for Proposals.
3. **Term of Contract.** The term of this contract shall be for one (1) year beginning March 1, 2017, with audit for fiscal year ending June 30, 2017, with the option for renewals under the terms, conditions and unit pricing of the original contract for up to four (4) additional years (fiscal years ending June 30, 2018, 2019, 2020 and 2021), 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 time of renewal.

4. **Costs.** Contractor agrees to perform all work pursuant to this Contract for the fees listed below (the "Contract Price"):

FYE 6/30	County Audit	School Activity Funds Audit	APA / VRS Examination Engagement	Circuit Court AUP Engagement	Abraham's Fund 990 Preparation	Total
2017	58,180	7,690	4,660	6,890	1,450	\$78,870
2018	59,340	7,840	4,750	7,030	1,480	\$80,440
2019	60,530	8,000	4,850	7,170	1,510	\$82,060
2020	61,740	8,160	4,950	7,310	1,540	\$83,700
2021	62,970	8,320	5,050	7,460	1,570	\$85,370

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.

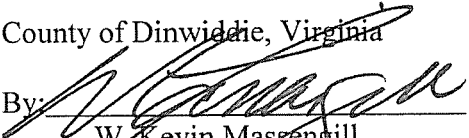
5. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

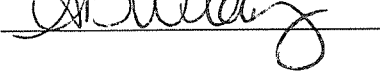
<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Leslie F. Roberts, CPA
County Administrator	Dixon Hughes Goodman PLLC
P. O. Drawer 70	3700 Festival Park Plaza
Dinwiddie, Virginia 23841	Chester, Virginia 23831
(804) 469-4500	(804) 425-2609
accounting@dinwiddieva.us	leslie.roberts@dhgllp.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. **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.
8. **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.
9. **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 court. 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.

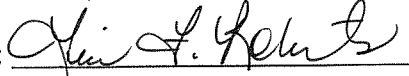
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

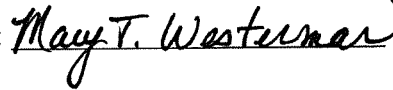
By: 
W. Kevin Massengill
County Administrator

Attest: 


Dixon Hughes Goodman LLP

By: 

Title: Partner


Attest: 

Dinwiddie County Public Schools

By: 
W. David Clark
Superintendent

Attest: 

Approved as to form:


Tyler Southall, County Attorney