

CONTRACT**DINWIDDIE COUNTY**
FIRE & EMS INSURANCE

The Agreement is made this 21st day of August 2020, by and between **Watkins Insurance Agency Inc.**, of 133 N. Mecklenburg Ave, South Hill, Virginia 23970 (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 property, casualty, and general liability insurance coverage for Dinwiddie Fire & EMS; 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 offer; and

WHEREAS, County has selected Contractor to provide insurance, 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:

- 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 # 20-062420 including any addenda and (3) Contractor’s proposal dated July 24, 2020. 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.
- Term of Contract.** The initial term of the contract shall be for a term beginning October 1, 2020 through June 30, 2021. After the initial term, the contract may automatically renew under the terms, conditions and unit pricing of the original contract for up to four (4), one (1) year terms (July 1-June 30), unless either party gives written notification to the other party one hundred twenty (120) 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 no greater than the annual Consumer Price Index for All Urban Consumers (CPI-U) and be negotiated at time of renewal.
- Costs.** Contractor agrees to provide insurance pursuant to this Contract for a sum of SIXTY-EIGHT THOUSAND FOUR HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$68,498.00) Per Year (the “Contract Price”), broken down as follows and prorated for the first term.

Coverage Type	Annual Premium	Prorated Premium (10/1/20 – 6/30/21)
Property	\$18,319	\$13,703
Portable Equipment	\$2,234	\$1,671
Auto	\$29,278	\$21,719
General Liability	\$5,290	\$3,957
Management Liability	\$6,242	\$4,669
Excess Liability	\$7,135	\$5,337
Total Premium	\$68,498	\$51,056

Contract price each year may vary slightly based on additions/deletions of assets. Payments will be made quarterly to Contractor within thirty (30) days after receipt of invoice.

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:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Bob Jones
County Administrator	Watkins Insurance Agency, Inc.
P. O. Drawer 70	P.O. Box 360
Dinwiddie, Virginia 23841	South Hill, Virginia 23970
(804) 469-4500	(434) 447-3544
accounting@dinwiddieva.us	bob@watkinsinsurance.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 Proposal.
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

Watkins Insurance Agency, Inc.

X *W. Kevin Massengill*

W. Kevin Massengill
County Administrator

X *Catherine W. Olmert*

Print Name/Title:
Catherine W. Olmert

Approved as to form:

Department Approval:

X *W. Hefty*

William Hefty
Legal Counsel

X *Dennis Hale*

Dennis Hale
Chief of Fire & EMS