

**CONTRACT**

**DINWIDDIE COUNTY**  
**AUDITING SERVICES**

The Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between **Robinson, Farmer, Cox Associates**, of 401 Southlake Boulevard, Suite C-1, North Chesterfield, VA 23235 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie, Virginia** and **Dinwiddie County School Board** (parties 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 for Dinwiddie County; 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 # 22-122821 including any addenda and (3) Contractor’s proposal January 18, 2022. 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, with audit for fiscal year ending June 30, 2022, with the option for renewals under the terms, conditions and pricing of the original contract for up to six (6) additional years (fiscal years ending June 30, 2023, 2024, 2025, 2026, 2027 and 2028), 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.

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
2022	\$56,300	\$8,200	\$4,500	\$5,000	\$1,200	\$75,200
2023	\$57,900	\$8,400	\$4,600	\$5,000	\$1,235	\$77,135
2024	\$59,600	\$8,600	\$4,700	\$5,000	\$1,270	\$79,170
2025	\$61,300	\$8,800	\$4,800	\$5,000	\$1,300	\$81,200
2026	\$63,100	\$9,000	\$4,900	\$5,000	\$1,340	\$83,340
2027	\$64,900	\$9,200	\$5,000	\$5,000	\$1,380	\$85,480
2028	\$66,800	\$9,400	\$5,100	\$5,000	\$1,420	\$87,720

Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

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:  
 Aaron Hawkins  
 Robinson, Farmer, Cox Associates  
 401 Southlake Blvd, Suite C-1  
 North Chesterfield, VA 23235  
 (804) 378-4200  
 ahawkins@rfca.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. **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.
10. **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

Robinson, Farm, Cox Associates

X \_\_\_\_\_

W. Kevin Massengill  
County Administrator

X \_\_\_\_\_

Print Name/Title:

Dinwiddie County School Board

Approved as to form:

X \_\_\_\_\_

Dr. Keri Weston  
Superintendent

X \_\_\_\_\_

Legal Counsel