

CONTRACT**DINWIDDIE COUNTY**
2015 ROLL OFF TRUCK

The Agreement is made this 2nd day of February 2021, by and between **Milam's Truck Sales, Inc.**, of 5190 South Boston Highway, Sutherlin, Virginia 24594 (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, the County solicited a quote for a used roll-off truck; and

WHEREAS, pursuant to the Dinwiddie County Purchasing Policy, used and refurbished equipment is exempt from competitive requirements; and

WHEREAS, Contractor submitted a quote, consistent with the County's needs; and

WHEREAS, County has selected Contractor to provide goods;

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 including the General Terms and Conditions, and (2) Contractor's buyers order dated January 26, 2021. 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.
- Time of Performance.** Contractor agrees to deliver equipment within 30 days from the date of this contract.
- Costs.** Contractor agrees to provide all equipment pursuant to this Contract for a sum no greater than ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$112,500.00) (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice.
- 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:

Kenny Bowes
Milam's Truck Sales, Inc.
5190 S. Boston Highway
Sutherlin, Virginia 24594
(434) 822-8796
kenny@milamtrk.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 General Terms and Conditions.
- 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. **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.
- 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 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

Milam’s Truck Sales, Inc.

X *W. Kevin Massengill*

W. Kevin Massengill
County Administrator

X *Kenny Bowes*

Print Name/Title:
kenny bowes

Approved as to form:

Department Approval:

X *W. K. Kelly*

Legal Counsel

X *Gene Jones*

Gene Jones
Director of Public Works

GENERAL TERMS AND CONDITIONS
to be included in every contract over \$10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

B. Anti-Discrimination Statement by Contractor

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor

further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Professional Liability - \$1,000,000 per occurrence.
6. Umbrella Liability - \$1,000,000 per occurrence.

E. Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Payment:

- (1) To Prime Contractor(s):
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices

shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
 - e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).
- (2) To Subcontractor(s):
- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

G. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

I. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

WILLIAMS TRUCK SALES, INC.

5190 South Boston Highway
Sutherlin, Virginia 24594

Tel: (434) 822-8793 Fax: (434) 822-8796

Stock No.	T-3308
Date	1-26-21

BUYERS ORDER

Purchaser's Name <i>Dinwiddie County</i>		Address <i>14106 Boudton Plank Rd</i>	
Co-Purchaser's Name		City <i>Dinwiddie</i>	State Zip <i>VA 23811</i>
PLEASE ENTER MY ORDER FOR <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> DEMO		Vehicle Garaged	E-Mail
Year <i>2015</i>		Home Phone	Work Phone
Make <i>Kia</i>		Mileage <i>219,825</i>	Mobile Phone
Model <i>T880</i>		Delivery Date	
Type/Doors		State Inspection No.	
Color	VIN <i>1NKZLP0X3FJ454572</i>		
Modifications		Base Price (1)	<i>112,500.00</i>
<i>Delivered to customer</i>		Accessories (2)	
Lien Holder		(3)	
Address		Processing Fee (4)	
City State Zip		Subtotal (Taxable) (1+2+3+4) (5)	
FOR "AS IS" SALE ONLY: I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. (SEE #10 ON REVERSE SIDE) Date <i>1-26-21</i> Signature <i>[Signature]</i>		Trade Allowance (6)	
		Approx. Balance (7)	
		Trade Equity (6-7) (8)	
		Trade Difference (5-8) (9)	
		Existing Lien Holder Account No.	VA Sales & Use Tax (% of line 5) (10)
Quoted By Good Until Additional Liens	DMV: License Title UMV Alt. Fuel (11)		
T R A D E	Year Make Model Type/Doors	Taxable for (5-6) Business License (12)	
	Color Mileage Fuel Type Title No.	Dealer's Business License Tax (% of line 12) (13)	
	VIN	Service Contract \$ Plus tax of \$ (14)	
Transfer Tag No.	Temporary Tag No.	Purchasers On-Line Systems Filing Fee (15)	
Insurance Company	Agent	(16)	
Policy No.	Contact	Subtotal (9+10+11+13+14+15+16) (17)	
Exp. Date	Phone No.	Deposit with Order (18)	
NO LIABILITY INSURANCE INCLUDED THE FRONT AND BACK OF THIS ORDER, ALONG WITH OTHER DOCUMENTS SIGNED BY THE PURCHASER(S) IN CONNECTION WITH THIS ORDER, INCLUDING ANY RETAIL INSTALLMENT SALES CONTRACT, COMPRISE THE-ENTIRE AGREEMENT AFFECTING THIS PURCHASE. NO ORAL AGREEMENTS OR UNDERSTANDINGS WILL BE BINDING.		Payment Due On Delivery (19)	
		Total Down Payment (18+19) (20)	<i>112,500.00</i>
		BALANCE TO BE FINANCED (17-20) (21)	<i>00,000.00</i>

If there are any inconsistencies between this Order and any other document signed by the Purchaser(s), the terms of this Order prevail. **Credit Sales** - for sales involving dealer arranged financing, see #9 on the reverse side.

SECURITY AGREEMENT: Purchaser(s) hereby grants Dealer, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased under this Order and such security interest will remain in effect until all sums due hereunder have been paid in full.

Purchaser(s) acknowledges that they have been given the opportunity to review all documents prior to signing and they have not signed any documents in blank. By executing this order, Purchaser(s) acknowledges he/she has read and agrees to be bound by all of its terms and has received a fully completed copy.

Purchaser(s) certifies that he/she is 18 years of age or older.

Salesperson *[Signature]*
This order is not valid unless signed by an authorized representative of the dealership.

Approved *[Signature]*
Authorized Representative of Dealership

Date: *1-26-21*
Signed (1) *[Signature]*
Purchaser - Drivers Lic # _____
Signed (2) _____
Co-Purchaser - Drivers Lic # _____

Certificate Of Completion

Envelope Id: 8D9ACEE30E7C480D93224B74AD5776BF

Status: Completed

Subject: Contract with Milams Truck Sales

Source Envelope:

Document Pages: 7

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Hollie Casey

AutoNav: Enabled

hc Casey@dinwiddieva.us

Enveloped Stamping: Enabled

IP Address: 139.60.228.178

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Hollie Casey

Location: DocuSign

1/27/2021 | 03:47 PM

hc Casey@dinwiddieva.us

Signer Events

Signature

Timestamp

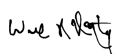
William Hefty

bill@heftywiley.com

Legal Counsel

County of Dinwiddie

Security Level: Email, Account Authentication
(None)



Signature Adoption: Drawn on Device
Using IP Address: 108.4.15.163

Sent: 1/27/2021 | 03:52 PM

Viewed: 1/29/2021 | 08:29 AM

Signed: 1/29/2021 | 09:00 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gene Jones

gjones@dinwiddieva.us

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 139.60.228.178

Sent: 1/29/2021 | 09:00 AM

Resent: 2/1/2021 | 11:03 AM

Viewed: 2/1/2021 | 11:03 AM

Signed: 2/1/2021 | 11:04 AM

Electronic Record and Signature Disclosure:

Accepted: 2/1/2021 | 11:03 AM

ID: 65fc297d-8aef-4f1f-8e9e-ea9dd9ff2016

Company Name: Dinwiddie County

Kenny Bowes

kenny@milamtrk.com

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 73.99.47.202

Sent: 1/29/2021 | 09:00 AM

Viewed: 1/29/2021 | 09:17 AM

Signed: 1/29/2021 | 09:23 AM

Electronic Record and Signature Disclosure:

Accepted: 1/29/2021 | 09:17 AM

ID: 47e1a49d-a7ff-4be7-805a-30241afb9164

Company Name: Dinwiddie County

W. Kevin Massengill

kmassengill@dinwiddieva.us

County Administrator

Dinwiddie County

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 139.60.228.178

Sent: 2/1/2021 | 11:04 AM

Viewed: 2/1/2021 | 01:17 PM

Signed: 2/1/2021 | 01:17 PM

Electronic Record and Signature Disclosure:

Accepted: 4/17/2020 | 03:04 PM

ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4

Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Technician Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 172.242.230.106	Sent: 2/1/2021 01:17 PM Viewed: 2/3/2021 07:45 AM Signed: 2/3/2021 07:46 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Jennifer Celli jcelli@dinwiddieva.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/3/2021 07:46 AM Viewed: 2/3/2021 08:14 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/27/2021 03:52 PM
Certified Delivered	Security Checked	2/3/2021 07:45 AM
Signing Complete	Security Checked	2/3/2021 07:46 AM
Completed	Security Checked	2/3/2021 07:46 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinwiddie County during the course of your relationship with Dinwiddie County.