

CONTRACT**DINWIDDIE COUNTY**
LEARNING MANAGEMENT SYSTEM

The Agreement is made this 2nd day of December 2020, by and between **TargetSolutions Learning LLC**, of 4890 W. Kennedy Blvd, Suite 300, Tampa, FL 33609 (party of the first part, and hereinafter known interchangeably as “Contractor” or “TSL”), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known interchangeably as “County” or “Client”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals for a Learning Management System; 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 goods/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, as amended below, including Attachment A – Target Solutions Client Agreement including Schedule A thereto, (2) Request for Proposals # 20-092820 including any addenda and (3) Contractor’s proposal dated October 10, 2020 (collectively the “Agreement”). 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 basic access to the platform by December 30, 2020. The County can customize and enhance their site within the parameters of the platform at any time during the Term of this Agreement.
- 3. Term of Contract.** The initial term of this contract shall be for twenty-four (24) months (“Initial Term”) commencing on December 1, 2020 and continuing through November 30, 2022, with the option for renewals under the terms, conditions and unit pricing of the original contract for up to five (5) additional twenty-four (24) month terms, 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 Section 4 or negotiated at the time of renewal.
- 4. Costs.** Contractor agrees to provide products and services pursuant to this Contract for the unit prices set forth in Schedule A (the “Contract Price”).

The County’s cost per year for the initial term shall be TWENTY-FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$25,175.00). Price increases, if any, shall not exceed 5% per each consecutive 24-month term. The County may add users as needed during the life of the contract.

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

- 5. **Additional Users/Cooperative Procurement.** If authorized by the Contractor, this contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at the contract prices in accordance with contract terms. It is the Contractor’s responsibility to notify the jurisdiction/public bodies of the availability of contract.
- 6. **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:
 Andrew Lynch
 TargetSolutions Learning LLC d/b/a Vector
 Solutions
 4890 W. Kennedy Blvd, Suite 300
 Tampa, FL 33609
 (858) 231-4061
 Andrew.lynch@vectorsolutions.com
 With a copy to:

TargetSolutions Learning LLC d/b/a Vector
 Solutions
 4890 W. Kennedy Blvd, Suite 300
 Tampa, FL 33609
 Attention: CFO

- 7. **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.
- 8. **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.
- 9. **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.
- 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.

11. Modification to General Terms and Conditions. The following General Terms and Conditions are included as modified below:

9.12. Default

It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after thirty (30) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

9.15. Indemnification

To the extent not prohibited by applicable law and subject to the limits in amount and types of coverage contained in Contractor's insurance policies identified in its Certificate of Insurance, a copy of which is attached hereto for reference, Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor to the extent proximately caused by Contractor's negligence, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.

For avoidance of doubt, the above limitation on damages shall not apply to Contractor's liability for actual damage to the County's property or for personal injury.

9.21. Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County. Notwithstanding the foregoing, Contractor may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.23 Cancellation of Contract INTENTIONALLY OMITTED.

9.25. County's Right to Terminate the Contract for Cause

9.25.2. Prior to termination of the contract, the County shall give the Contractor and his surety thirty (30) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said thirty (30) days, the County may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the thirty (30) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than thirty (30) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

9.26 Termination by County for Convenience INTENTIONALLY OMITTED

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

County of Dinwiddie, Virginia

TargetSolutions Learning, LLC

X *W. Kevin Massengill*

X *A. Lynch*

W. Kevin Massengill
County Administrator

Print Name/Title:
Andrew Lynch
VP of Sales

Department Approval:

Approved as to form:

X *Dennis Hale*

X *W. K. Hart*

Dennis Hale
Chief of Fire & EMS

Legal Counsel

X *Crystal Spain*

Crystal Spain
Director of Human Resources

Attachment A

TargetSolutions Client Agreement

1. TargetSolutions Learning, LLC, d/b/a Vector Solutions ("TargetSolutions"), is a Delaware limited liability company, powered by CrewSense, LLC ("CrewSense") and Halligan, Inc. ("Halligan") (collectively referred to herein as "TSL").
2. For the following, Client refers to Dinwiddie County.
3. **Services.** TSL shall provide the following services:
 - a. **Access and Use.** TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the software as a service ("Services") hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").
 - b. **Availability.** TSL shall use commercially reasonable efforts to provide access to and use of the Services by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.
 - c. **Help Desk.** TSL will assist Users as needed on issues relating to usage via Help Desk five (5) days per week at scheduled hours.
 - d. **Upgrades and Updates.** TSL may update or upgrade the Services at any time at its discretion. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from TSL, which upgrades and/or updates TSL makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.
4. **Client's Obligations.**
 - a. **Compliance.** Client shall be responsible for Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.
 - b. **Identify Users.** Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate; and (iv) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.
 - c. **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.
 - d. **Additional Service Specific Client Obligations.** The following subsections 2.4 (a) and 2.4 (b) apply only if Client is purchasing "Vector Solutions Incident Tracking Service":
 - i. Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that TSL does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable federal, state, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service.
5. **Intellectual Property Rights.**
 - a. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by TSL, as well as any and all

- suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.
- b. Client recognizes that TSL regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Authorized Users of Client without the prior written consent of TSL. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.
 - c. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.
 - d. If Client chooses to participate by uploading its information to its shared resource sections of TSL's website, Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of TSL's website with TSL's third-party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

6. Warranty Disclaimer. TSL DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

8. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

9. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

Schedule AClient Information

Client Name: County of Dinwiddie (VA)	
Address: PO Drawer 70 Dinwiddie, Virginia 23803	
Primary Contact Name: Hollie Casey	Primary Contact Phone: 804.469.4500 ext. 2161

Term

Effective Date: December 30, 2020	Initial Term (months): 24
--	-------------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Hollie CAsey			
Billing Address: PO Drawer 70 Dinwiddie, Virginia 23803		Billing Phone: 804.469.4500 ext. 2150	
Billing Email: hc Casey@dinnwiddie.va.us	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

Product	Description	Quantity	Unit Price	Total
TargetSolutions Premier Training Platform	Training Management Access – Career FF, Volunteer FF, Fire and EMS (150 Volunteers 30 Career)	180	\$79.00	\$14,220.00
TargetSolutions Premier Training Platform	Training Management Access – Law Enforcement	60	\$59.00	\$3,540.00
TargetSolutions Premier Training Platform	Training Management Access – County General Employees	180	\$39.00	\$7,020.00
Annual Site Maintenance Fee		1	\$395.00	\$395.00
Total:				\$25,175.00

Annual Total (including Implementation & Training): \$25,175.00

Public Sector Standard Support Service Level Objectives

Vector Solutions strives to provide the highest level of service to all of our clients. The Client Support team serves as the primary first-level technical support group, the liaison between other Technical Support areas, and the escalation contact for urgent issues. Please see the information outlined below in regard to what you can expect from us.

Ways to contact Support

Support is provided instantly via Chat and a Toll-Free Telephone Number during business hours of 6 am – 6 pm PT, Monday through Thursday and 6 am - 4 pm PT on Fridays - excluding established national and Vector Solutions holidays or other office closures.

- Live Chat is accessible from your site or from the Help Center: <https://help.targetedsolutions.com/hc/en-us>
- Toll Free Telephone Number: 800.840.8048

Standard Support Process for Email and Help Center Submissions

Once a Help Center Ticket is submitted, you will receive a confirmation email with your case number. You can use this case number as a reference if you need to contact the support team regarding your issue.

Support Response Time

Upon submitting an issue via Email or Help Center Ticket, you will receive a personal response from a Client Support Representative within 6 business hours. We do our best to resolve each issue within 6 business hours, however, some issues will need to be escalated to our Technical Support Team and/or our Development Teams for resolution. In those cases, the Support Team will notify you that your issue has been escalated and will provide an estimate on when you can expect your issue to be resolved. Resolution Time can vary based on impact, urgency, size/scope/complexity, and available workarounds.

Service Availability

Vector Solutions will use commercially reasonable efforts to provide service availability at 99.90% or more in each month, excluding problems with Clients network, Internet connection or private network connection which prevents you from reaching the site, previously scheduled maintenance, urgent “hot fix” installations, problems connecting to the Service due to 3rd party software installed on Clients network or PC, the period of time during which disaster recovery is in effect, and any circumstances beyond Vector Solutions’ reasonable control.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
11/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wallace Welch & Willingham, Inc.
300 1st Ave. So., 5th Floor
Saint Petersburg FL 33701

CONTACT NAME:
PHONE (A/C, No, Ext): 727-522-7777 **FAX** (A/C, No): 727-521-2902
E-MAIL ADDRESS: certificates@w3ins.com

INSURED
RedVector.com, LLC
(See Named Insureds listed below)
4890 W. Kennedy Blvd
Suite 300
Tampa FL 33609

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Ins. Co.	20303
INSURER B : Chubb Custom Ins. Co.	38989
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 363257700** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			36051315	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			73606230	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			78188424	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71754615	11/1/2020	11/1/2021	X <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional E&O Cyber Liability			D94928059 D94928059	11/1/2020 11/1/2020	11/1/2021 11/1/2021	Per Claim/Agg 5,000,000/5,000,000 Per Claim/Agg 5,000,000/5,000,000 Cyber Retention 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insured: TargetSolutions Learning, LLC; Convergence Training LLC; SimplyDigi.com, Inc.; Scenario Learning, LLC; Scenario Learning Canada ULC; TargetSolutions, Inc.; NFORMD.NET LLC; Clear Pond Technologies Inc.; Casino Essentials LLC; IGCIP, LLC; CrewSense, LLC; Halligan, Inc.; Medteq Solutions CA Ltd, Industrysafe, LLC; LiveSafe, Inc.

Professional E&O Retroactive Date: 10/19/2011

CERTIFICATE HOLDER **CANCELLATION**

Dinwiddie Fire and EMS (VA)
13850 Courthouse Road
Dinwiddie VA 23841

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
(Signature)

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD


Certificate Of Completion

Envelope Id: 88917936E2894FCB9265CDBAFEC478E9	Status: Completed
Subject: Contract with TargetSolutions	
Source Envelope:	
Document Pages: 9	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Hollie Casey
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	hc Casey@dinwiddieva.us
	IP Address: 139.60.228.178

Record Tracking

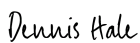
Status: Original	Holder: Hollie Casey	Location: DocuSign
12/1/2020 10:50 AM	hc Casey@dinwiddieva.us	

Signer Events

Signer Events	Signature	Timestamp
William Hefty bill@heftywiley.com Legal Counsel County of Dinwiddie Security Level: Email, Account Authentication (None)		Sent: 12/1/2020 11:38 AM Viewed: 12/1/2020 12:21 PM Signed: 12/1/2020 12:21 PM
	Signature Adoption: Drawn on Device Using IP Address: 108.4.15.163	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dennis Hale dhale@dinwiddieva.us Security Level: Email, Account Authentication (None)		Sent: 12/1/2020 12:21 PM Viewed: 12/1/2020 12:34 PM Signed: 12/1/2020 12:34 PM
	Signature Adoption: Pre-selected Style Using IP Address: 139.60.228.178	


Electronic Record and Signature Disclosure:

Accepted: 12/1/2020 | 12:34 PM
ID: d2de36fe-fa6b-4a27-a657-e2c87424a57f
Company Name: Dinwiddie County

Crystal Spain cspain@dinwiddieva.us Security Level: Email, Account Authentication (None)		Sent: 12/1/2020 12:21 PM Viewed: 12/1/2020 01:15 PM Signed: 12/1/2020 01:16 PM
	Signature Adoption: Pre-selected Style Using IP Address: 139.60.228.178	


Electronic Record and Signature Disclosure:

Accepted: 12/1/2020 | 01:15 PM
ID: 7b1bea0c-e689-4e5a-a400-51c619a57157
Company Name: Dinwiddie County

W. Kevin Massengill kmassengill@dinwiddieva.us County Administrator Dinwiddie County Security Level: Email, Account Authentication (None)		Sent: 12/1/2020 01:16 PM Viewed: 12/2/2020 06:07 AM Signed: 12/2/2020 06:07 AM
	Signature Adoption: Pre-selected Style Using IP Address: 71.63.95.190 Signed using mobile	

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
Andrew Lynch andrew.lynch@vectorsolutions.com VP of Sales Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 47.196.169.74	Sent: 12/2/2020 06:07 AM Viewed: 12/2/2020 06:27 AM Signed: 12/2/2020 07:46 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/2/2020 | 06:27 AM
 ID: 049333b8-2707-44e9-80e0-954a0c4aca7b
 Company Name: Dinwiddie County

Hollie Casey hcasey@dinwiddieva.us Procurement Technician Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 172.243.130.48	Sent: 12/2/2020 07:46 AM Viewed: 12/2/2020 09:42 AM Signed: 12/2/2020 09:43 AM
---	--	--

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	12/1/2020 11:38 AM
Certified Delivered	Security Checked	12/2/2020 09:42 AM
Signing Complete	Security Checked	12/2/2020 09:43 AM
Completed	Security Checked	12/2/2020 09:43 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

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.