

INSTRUCTOR CONTRACT
DINWIDDIE PARKS AND RECREATION

Date: 10/8/2021 | 9:00 AM EDT

Contractor: Heidi Vaughan
12210 Ivey Mill Road
Chesterfield, VA 23838
(804) 638-0010
treetango@gmail.com

This agreement is made between the “Contractor”, listed above, and the County of Dinwiddie, Virginia, hereinafter referred to as the “County” for instruction services rendered through Dinwiddie County Parks and Recreation.

The Contractor was selected to provide the following services:

Program Details:

Program: Dance Classes (Salsa and Ballroom)
Days/Time/Location: Wednesdays, 6-7 pm, Eastside Comm Enhancement Center
Session: Six (6) Weeks
Resident Rate: \$40.00 per participant
Non-Resident Rate: \$50.00 per participant

Cost: Contractor agrees to provide services pursuant to this Contract for a rate of 70% of the resident participate rate.

Term of Contract: The term of this contract shall be for one (1) year beginning October 1, 2021, with the option for renewals under the terms, conditions and payment schedule of the original contract for up to two (2) additional years, unless either party gives written notification to the other party thirty (30) days prior to expiration of the then-current term that they do not wish to renew. Change to the contract, if any, shall be negotiated at the time of renewal.

For each renewing term, instructors shall:

- Submit to a background screening
- Provide an up-to-date certificate of insurance per section 1.6.
- Provide proof of current Business License, if applicable.

Dinwiddie Parks and Recreation Contact – Upon execution of this contract all communication, questions, and concerns shall be addressed to:

Chris Walters
Cultural Programs Manager
7301 B Boydton Plank Road
North Dinwiddie, VA 23803
Phone: (804) 732-1100
Email: cwalters@dinwiddieva.us

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

County of Dinwiddie, Virginia

Heidi Vaughan

W. Kevin Massengill
W. Kevin Massengill
County Administrator

Heidi Vaughan
Title: Contractor

Approved as to form:

Department Approval:

W. K. Petty
Legal Counsel

Tammie J Collins
Tammie Collins, Deputy Co Administrator
for Planning and Community Development

STATE CORPORATION COMMISSION REGISTRATION

Virginia State Corporation Commission (SCC) registration information. The Vendor:

is a corporation or other business entity with the following SCC identification number: _____

OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

TERMS AND CONDITIONS FOR CONTRACTED INSTRUCTORS

1. GENERAL TERMS AND CONDITIONS

- 1.1. Laws, Regulations and Courts - This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County of Dinwiddie, Virginia. The County and the Contractor are encouraged to resolve any issues in controversy arising from any contractual dispute using alternative dispute resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- 1.2. Drug-Free Environment – During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Vendor’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 Vendor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace.

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 Vendor, 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.

- 1.3. Family-Oriented Event – Contractor agrees that its instructor will be devoid of profanity and vulgarity, with employees wearing apparel appropriate for a family-oriented activity. In the event that the instruction is deemed by the County to be profane or vulgar, (1) Contractor shall be immediately discontinued by the County and (2) the Contractor shall lose any payment under this contract and have to repay to the County any amount that has already been paid to Vendor. Questions about what the County deems to be profane or vulgar should be directed to the program organizer prior to the start of events. In the event that action is taken against the Vendor pursuant to this section, Vendor shall not receive any remuneration for potential lost earnings or reputational harm.
- 1.4. Criminal Background Checks – Contractor shall submit to annual criminal history background checks for themselves and any of their employees that may be providing services under this contract. Failure to adequately pass such background checks shall be grounds for immediate dismissal of the employee or immediate cancellation of the contract. See Exhibit A – Background Check Form.
- 1.5. 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 Title 13.1 or Title 50 or as otherwise required by law. Vendors shall provide the identification number issued to it by the State Corporation Commission. Any Vendor 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 mark,

where applicable, why the Vendor is not required to be so authorized. Any Contractor 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. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

- 1.6. Insurance – Contractor agrees to provide, at no additional cost to the County, the following minimum insurance coverage during the term of the contract and be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

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.

Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability is to include personal injury and property damage coverage. The "County of Dinwiddie, VA, its Officers, agents, volunteers, contractors and employees" shall be named additional insured on a primary basis and so endorsed on the policy. All required insurance shall be written on an occurrence basis and shall state that this coverage is primary to all other coverage Dinwiddie County may possess. It shall be a condition of this insurance coverage, and so indicated on the Certificate of Insurance presented to the County, that the insurer agrees not to cancel or reduce the limits of their coverage without first giving the County 45 days written notice. It is the sole responsibility of the Vendor to provide workers compensation insurance to cover the Vendor's own workers and vendor's property.

The additional insured must be listed as: County of Dinwiddie, P.O. Drawer 70, 14010 Boydton Plank Road, Dinwiddie, VA 23841.

Contractor must provide a copy of its insurance policy (with additional insured certificate) to the County upon execution of contract and upon renewal of the insurance policy. Failure to provide a copy of the insurance certificate may result in the County cancelling this contract.

- 1.7. Indemnification – Vendor assumes all risk of damage, injury, illness or loss to persons or property, for any reason, resulting from any act or omission under this Contract and use of space. Vendor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and its officers, directors, employees, volunteers, contractors and agents from any and all liability, suits, judgments, cost and expenses, including all attorney fees arising from any negligent or intentional wrongful act or omission of the Vendor, its officers, directors, employees, volunteers, contractors, agents or vendors. It is further understood and agreed that the County shall incur no liability to the Vendor.
- 1.8. Taxes – Vendor is an independent contractor and assumes all responsibility for all applicable federal, state, and local taxes, fees, and assessments.
- 1.9. Assignment of Contract - A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

- 1.10. Final Agreement/Amendments –This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statement, warranties or representations not herein contained, unless amended in writing. No changes shall be made to this contract without written approval from both parties.
- 1.11. Use of Premises and Removal of Debris– The Contractor shall (1) perform the contract in such a manner as not to interrupt or interfere with the operation of any other activity or vendors on the premises; (2) store apparatus, materials, supplies, and equipment in such orderly fashion at the site as will not unduly interfere with adjacent activities; (3) clean up frequently all refuse, rubbish, and debris caused by its operations such that at all times the work space shall present a neat, orderly, and professional appearance and (4) at the end of each session, remove all trash, refuse, equipment and other items off the premises.
- 1.12. Payment Terms – Payment shall be made to Contractor within thirty (30) days after receipt of an invoice and after County has verified and approved the invoice. Payment will not be received for participants who appropriately dropped or transferred classes by the deadline.
- 1.13. Electronic Signatures – 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.
- 1.14. Right to Cancel – The County does not guarantee a minimum number of classes through this Contract. The County has the right to cancel a program if the session does not meet the minimum enrollment by the deadline. The County will notify the contractor if a program is at risk of being cancelled. The County has the right to cancel a program and this Contract if (1) the instructor is in violation of the contract, (2) for any reason, or (3) for convenience.
- 1.15. Holiday Schedule – The County of Dinwiddie observes the following holidays:
- New Year’s Day January 1st
 - Martin Luther King Jr. Day Friday preceding 3rd Monday of January
 - President’s Day 3rd Monday in February
 - Memorial Day Last Monday in May
 - Juneteenth June 19th
 - Independence Day July 4th
 - Labor Day 1st Monday in September
 - Columbus Day 2nd Monday in October
 - Election Day First Tuesday of November
 - Veteran’s Day November 11th
 - Day before Thanksgiving 4th Wednesday in November close at noon
 - Thanksgiving Holiday 4th Thursday in November
 - Day After Thanksgiving 4th Friday in November
 - Christmas Day December 25th

Holidays falling on Saturday or Sunday shall be taken the Friday or the Monday respectively as approved by the Board of Supervisors and announced by the County. Please be aware that the Governor will occasionally grant additional holidays, and Dinwiddie County will adhere to those additional dates when added.

- 1.16. Inclement Weather Policy – At times, unforeseen circumstances can disrupt operations and force the County to cancel programs. In making these determinations, the County carefully considers the safety and wellness of the general public. The County reserves the right to delay, suspend, and/or cancel all activities, special events, and/or private events due to inclement weather.

The County will issue cancellation announcements through its current media outlets, website, and signage at the facilities. Information will also be available on the automated inclement weather hotline: 804-732-1100 option #1.

2. CONTRACTOR RESPONSIBILITIES

- 2.1. Annual Instructor Meeting – All Instructors are required to attend an annual instructor meeting. The purpose of the meeting is to orient new instructors and update existing instructors on the County activities and process. Failure to comply with this requirement may result in cancellation of the contract.
- 2.2. Curriculum – Contractor is responsible for development of the program curriculum.
- 2.3. Materials/Equipment – Any supplies needed for class will be the responsibility of the contractor and must be approved by the County. If supplies are to be obtained by the participant, a supply list shall be provided to the County prior to advertisement of the class.
- 2.4. Storage – The Contractor shall not store any materials on site. All materials and equipment must be removed from the site after each class.
- 2.5. Classroom Control – It is the responsibility of the Contractor to make sure participants do not unduly disturb other activities in the facility and that no damage is done to the room or equipment. If problems persist, please contact the County to discuss.
- 2.6. Safety
 - 2.6.1. The Contractor shall see that all participants under the age of 16 are released to their parents or another responsible adult.
 - 2.6.2. Participants under the age of 13 shall not be allowed to leave the classroom unattended during the class session.
 - 2.6.3. Instructors shall not leave until all children are picked up. If an emergency arises and the instructor is unable to wait, the instructor shall contact the County.
 - 2.6.4. Instructors shall never drive participants in their personal vehicles.
 - 2.6.5. Instructors should not bring pets or other individuals who are not authorized to instruct the class.
- 2.7. Accident/Incident Reports – Accident/incident reports shall be completed for any behavioral, accident, illness, or other incident that occurs during a class session. Instructors shall submit reports to the County prior to leaving the building on the day of occurrence.
- 2.8. Attendance – Class rosters will be available at the building where the class is being held. It is the responsibility of the instructor to keep an accurate tally of attendance and participants in each class. Instructors shall not allow participants not registered or who do not have a valid registration receipt to enter the class.

2.9. Notifications of Cancellations

2.9.1. The Contractor is responsible for notifying class participants of any cancellations with exception of inclement weather cancellations.

2.9.2. Contractor is responsible for coordinating with the County to schedule make-up sessions for any cancelled classes. Contractor shall notify participants of make-up class date, time and location.

2.10. Invoices – The Contractor is responsible for submitting invoices to the County at the end of each session. Invoices must include name, address, phone number, dates of class, number of attendees (to include completed attendance form) and invoice total.

3. COUNTY RESPONSIBILITIES

3.1. Facility – The County will provide adequate room for activities being conducted. Requests to use a facility other than those under the direct control of the Dinwiddie Parks and Recreation, to include the schools, will come from Dinwiddie Parks and Recreation, not from the Contractor.

3.2. Registration/Refunds – The County will handle all registrations, drops and financial transactions. The Contractor nor its instructors shall handle any registration/drop request or handle any financial transactions. They should be forwarded to the County. This includes drop-in fees.

3.3. Marketing – Dinwiddie County will handle most of the marketing for all classes, although it is under no obligation to provide such marketing. Additional publicity done by the instructor is advisable for the success of the class, but must be approved by the County. The County may post program information:

- In the Dinwiddie Monitor, as space is available;
- On the Dinwiddie Parks and Recreation website (www.PLAYdinwiddie.com);
- Select program announcements will be sent to the schools, pre-schools, civic groups, and churches in flyer form;
- On the County's internet registration site (ActiveNet);
- On Facebook and emails.

3.4. Rosters - The County shall make class rosters available in the building in which the class is to be held. Exact locations will be discussed prior to class start date.

4. COVID-19.

The Contractor is required to adhere in all respects to all federal, state, and local COVID-19 regulations, including, but not limited to, Executive Orders issued by the Governor of Virginia, the rules promulgated by the Virginia Department of Labor and Industry (“DOLI Rules”), and the Dinwiddie County Infectious Disease (COVID-19) Preparedness and Response Plan (the “Required Local Plan”). The Contractor acknowledges it will comply with the documents set forth on Dinwiddie County's Purchasing Page, which can be found at www.dinwiddieva.us/Purchasing including any changes that may be made to such documents in the future. In the event of conflict between COVID-19 provisions, the strictest provision shall govern. Without limiting the foregoing, the Contractor shall abide by the following:

4.1. Sick and Exposed Persons to Stay at Home. Pursuant to the DOLI Rules and the Required Local Plan, employees or other persons associated with the Contractor who are known or suspected to be infected with the SARS-CoV-2 virus or who live with or have had close contact with individuals who have had COVID-19 symptoms or signs in the last 14 days shall be sent home, stay home, and stay away from the work site until they are cleared to return to work as set forth

in the DOLI Rules or, in the case of exposed persons, the rules for return to work shall be the same as those for County employees in the Required Local Plan. Symptoms and signs of COVID-19 include the following: unexplained cough, fever (100 degrees Fahrenheit or higher) or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face, unexplained nausea, vomiting, or diarrhea. Other unexplained symptoms could also be an indication of COVID-19.

- 4.2. Notice to County Required of Positive COVID-19 Tests at County Government Sites. Pursuant to the DOLI Rules and the Required Local Plan, the Contractor is required by law to advise the County within 24 hours in the event that an employee of the Contractor or someone associated with the Contractor who was present at a place of employment owned or operated by the Dinwiddie County Government tests positive for COVID-19. All such reports of positive COVID-19 tests shall be made to Crystal Spain, Director of Human Resources at (804) 469-4500, extension 2161.

Certificate Of Completion

Envelope Id: 31D01211D60144C5960BB4A52E4E35E5

Status: Completed

Subject: Contract with Heidi Vaughan

Source Envelope:

Document Pages: 8

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Hollie Casey

AutoNav: Enabled

hcasey@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

10/7/2021 | 03:15 PM

hcasey@dinwiddieva.us

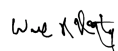
Signer Events**Signature****Timestamp**

William Hefty

bill@heftywiley.com

Legal Counsel

County of Dinwiddie

Security Level: Email, Account Authentication
(None)Signature Adoption: Drawn on Device
Using IP Address: 174.192.137.68

Sent: 10/7/2021 | 03:22 PM

Viewed: 10/7/2021 | 03:22 PM

Signed: 10/7/2021 | 03:23 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tammie J Collins

tcollins@dinwiddieva.us

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 73.152.55.237
Signed using mobile

Sent: 10/7/2021 | 03:23 PM

Viewed: 10/7/2021 | 10:10 PM

Signed: 10/7/2021 | 10:12 PM

Electronic Record and Signature Disclosure:

Accepted: 4/29/2020 | 08:46 AM

ID: cbe55da1-6354-4b00-ae89-7a12187fb1ea

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: 73.216.249.7
Signed using mobile

Sent: 10/7/2021 | 10:12 PM

Viewed: 10/8/2021 | 04:34 AM

Signed: 10/8/2021 | 04:34 AM

Electronic Record and Signature Disclosure:

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

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

Company Name: Dinwiddie County

Heidi Vaughan

treetango@gmail.com

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 107.77.204.182

Sent: 10/8/2021 | 04:34 AM

Viewed: 10/8/2021 | 06:18 AM

Signed: 10/8/2021 | 06:28 AM

Electronic Record and Signature Disclosure:

Accepted: 10/8/2021 | 06:18 AM

ID: 22277b02-d89f-477c-b5cc-4d2c6be8db0c

Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Officer Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 139.60.228.178	Sent: 10/8/2021 06:28 AM Viewed: 10/8/2021 09:00 AM Signed: 10/8/2021 09:00 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2021 08:30 AM ID: fbb6381e-0224-48a7-8dcb-8e325672939f Company Name: Dinwiddie County		

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
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Chris Walters cwalters@dinwiddieva.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/8/2021 09:00 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
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Envelope Sent	Hashed/Encrypted	10/7/2021 03:22 PM
Certified Delivered	Security Checked	10/8/2021 09:00 AM
Signing Complete	Security Checked	10/8/2021 09:00 AM
Completed	Security Checked	10/8/2021 09:00 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.