

**AMENDMENT TO CONTRACT**

This Amendment to Contract (this "Amendment") is dated as of the 11 day of DECEMBER 2015, by and between Milwaukee County, a municipal body corporate ("County"), and Always Towing & Recovery, Inc. ("Contractor"). Together these named entities constitute the parties ("Parties") to this Amendment.

**WITNESSETH:**

**WHEREAS**, County and Contractor are Parties to that certain Contract for Towing Services dated April 1, 2011 (the "Contract"), pursuant to which Contractor provides freeway towing services to the County; and

**WHEREAS**, the Parties desire to amend and extend the Contract as more particularly set forth herein.

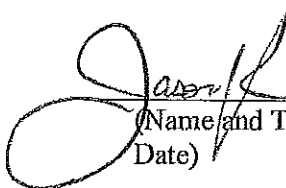
**NOW THEREFORE**, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is agreed as follows:

**PROVISIONS:**

1. **TERM**. Section 2 Contract Term is amended to read.  
"The term of this Contract shall be from April 1, 2011 through ~~March 31, 2016~~ July 31, 2016."
2. **CONFLICT**. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Contract, the terms and provisions of this Amendment shall govern, control and prevail.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the date first set forth above.

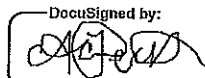
**ALWAYS TOWING & RECOVERY, INC.**

 James President  
 (Name and Title of Authorized Representative & Date)

**FOR MILWAUKEE COUNTY**

**WISCONSIN** Signed by:

Rick Norris 12/16/2015  
 AD4C84E4023E450...  
 Community Bus. Dev. Partners Date

DocuSigned by:  
 12/17/2015  
 E464E4CA2D21462...  
 Risk Management Date

*Approved as to Execution*

DocuSigned by:  
*Mark A Grady* 12/21/2015  
2BE87A71B2AE4E5...  
Corporation Counsel Date

*Pursuant to 59.255(2)(3) Wisconsin Statutes*

DocuSigned by:  
*John A. Miller* 12/23/2015  
F73630119...  
Controller Date

*Director Department of Transportation*

DocuSigned by:  
*Brian Dranzik* 12/23/2015  
DC80BD388A73433...  
Date

*Pursuant to 59.17(2)(b)(4) Wisconsin Statutes*

DocuSigned by:  
*Chris* 12/23/2015  
2E550B53A7C6043E...  
County Executive Date

*Pursuant to 59.42(2)(b)(5) Wisconsin Statutes*

\_\_\_\_\_  
Corporation Counsel Date

**CONTRACT FORM** 1684 R4 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	<b>CONTRACT TYPE</b>		
	Professional Service - Operating		
	Professional Service - Capital		
	Purchase of Service		
	Preliminary	X	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
MCDOT - Director's Office	580	5801

VENDOR INFORMATION				
VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
			X	

NAME OF VENDOR	ADDRESS
Always Towing & Recovery, N&S Towing, Ray's Towing	Multiple freeway towing vendors

TAX I.D. NO.	EFFECTIVE DATES: begin date      end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	04/01/16      07/31/16	4	Est \$80,000 revenue	

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2016		0001	580	5801			4963				\$ 80,000.00

**PURPOSE OF CONTRACT**  
 This is an amendment to extend the term of the current contracts with the freeway towing vendors (Always Towing & Recovery, N&S Towing, and Ray's Towing) from March 31, 2016 through July 31, 2016. There are no expenditures associated with these contracts as they are revenue contracts. The Department of Transportation Director's Office receives approximately \$240,000 a year for administering the towing program (\$240,000 / 12 months \* 4 month extension = \$80,000 of revenue over the extension period). There is no budgetary fiscal impact as this revenue is included as part of the 2016 Operating Budget for Org 5801. NOTE: Vendor numbers are not listed as the monthly revenue is drawn directly from the towing vendor accounts by ACH debit.

Was County Board approval received prior to contract execution or contract amendment or extension?


If YES, give County Board File No. \_\_\_\_\_ Date Approved \_\_\_\_\_

If NO, why is County Board approval not required? Approval pending Jan 2016 Board cycle

Was Contract fully executed prior to work being performed (all signatures received)?  YES  NO

Is Vendor a certified professional service DBE?  YES  NO

Judy Pingel  
 Prepared By 12/14/15  
 Date

  
 Signature of County Administrator 12/14/15  
 Date

Sr. Executive Assistant - MCDOT  
 Title

Director of Administration - MCDOT  
 Title

*ATTN: Judy*

K&GSERV-01 JCATARAZOLI01



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/23/2015

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 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).

<b>PRODUCER</b> AVID Risk Solutions, Inc. 15460 W. Capitol Drive Suite 111 Brookfield, WI 53005	<b>CONTACT NAME:</b> Jan Catarozoli
	<b>PHONE (A/C No., Ext.):</b> (262) 432-7800 <b>FAX (A/C, No.):</b> (262) 432-7899 <b>E-MAIL ADDRESS:</b> info@avidrisk.com
<b>INSURED</b>  K & G Services LLC 6025 N Green Bay Ave Glendale, WI 53209-3811	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Selective Insurance Company of America <b>NAIC #</b> 12572
	<b>INSURER B:</b> Middlesex Insurance Company
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **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 SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			S 2104617	10/24/2015	10/24/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PER STATUTE    OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	89-44449-01	10/01/2015	10/01/2016	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**      **CANCELLATION**

Always Towing 1511 N 31st Street Milwaukee, WI 53209	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 <i>Juan Catarozoli</i>
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MILWAUKEE COUNTY FREEWAY TOWING VENDOR  
ALWAYS TOWING & RECOVERY, INC.

FREEWAY TOWING SECTOR I  
VEHICLE CLASS I

CONTRACT  
FOR  
TOWING SERVICES

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County") and Always Towing & Recovery, Inc. (hereinafter called "Contractor") is entered into on April 1, 2011.

1. SCOPE OF SERVICES

Contractor shall specifically perform all of the tasks as outlined in the performance criteria, which is listed in Section 5 of this Contract. Towing companies are permitted to tow vehicles from the freeway as a matter of privilege, not a right. Regardless of any contractual language to the contrary, the Sheriff's Office is granted full discretion in towing matters by s. 349.13, stats., and may always assign tows in any manner deemed most reasonable under the circumstances.

2. CONTRACT TERM

The term of this Contract shall be from April 1, 2011 through March 31, 2016.

3. COMPENSATION

The charges imposed by contractors for the towing, removal and storage of vehicles taken from the freeway at the direction of the Sheriff's Office shall not exceed the amounts determined by the Milwaukee County Board, which are attached hereto as Exhibit I and incorporated herein by reference. The operator or owner shall pay such charges imposed by the towing contractor. Neither Milwaukee County nor the Milwaukee County Sheriff's Office shall be responsible for the payment of any charges or costs of any kind which may result from the provision of towing services, whether incurred by the driver or owner of a towed vehicle or by the towing service.

4. QUALIFICATIONS OF CONTRACTOR

Without limitation for the term of this Contract, the Director of Transportation and Public Works may require, or demand to review, any of the following data from the towing Contractor: driver safety records; equipment maintenance records; company references and towing history; availability of appropriate towing equipment and storage facilities; agreements for mandatory random driver drug testing and access to testing records;

Contractor traffic records; public relations history; and any other criteria the Director deems to be consistent with the provision of safe, prompt, courteous and professional towing services.

5. PERFORMANCE CRITERIA

- 5.1 The Contractor shall maintain its eligibility on the pre-qualified list of Milwaukee County towing contractors. Failure to maintain eligibility is just cause to terminate this Contract.
- 5.2 The Contractor shall respond to calls for towing services from the Sheriff's Office within 25 minutes.
- 5.3 The Contractor shall have and maintain the required insurance.
- 5.4 The Contractor shall have qualified personnel available twenty-four hours a day, seven days a week.
- 5.5 The Contractor shall provide a daily log, monthly invoice copies and fees due to the Department of Transportation and Public Works by the fifteenth of every month.
- 5.6 The Contractor shall serve and address the public and Sheriff's Office personnel in a professional and courteous manner.
- 5.7 The Contractor, Weight Class I, shall store towed vehicles outside unless inside storage is specifically requested by the Sheriff's representative or the vehicle owner. In Weight Class 2 and Weight Class 3, the Contractor shall store towed vehicles outside unless inside storage is specifically requested by the Sheriff's representative. The Contractor shall log the date and time vehicle enters and leaves the yard. The Contractor shall keep a complete record of each vehicle he handles for the County, subject to inspection by a duly authorized representative of the Sheriff's Office, the vehicle owner or his representative.
- 5.8 Any personal property in a vehicle under the control of a Contractor shall be released to the vehicle owner or designee immediately upon request, without reservation or charge, during regular business hours, or after hours when arrangements are made. The release of the personal property is controlled by Section 349.13(5)(b) of the Wisconsin Statutes. Vehicle owner or designee shall be permitted personal access to the vehicle to obtain personal property or documents. To facilitate this recovery, the Contractor shall promptly permit access to the vehicle in the yard or building, or promptly move the vehicle to a space where the recovery may safely take place. All personal property clearly visible shall be noted on the tow ticket at time of tow.
- 5.9 All tow trucks shall be equipped with a communication system capable at all times of contact with driver's operating base. During the term of the Contract, all drivers

shall have valid driver's licenses in accordance with State Statutes. Every six months, the Contractor shall confirm in writing to the County the names of all employees engaged in performing work under this Contract and certify that each such employee possesses an appropriate current driver's license.

- 5.10 Appearance, including signage and condition of the storage facilities, must be satisfactorily maintained during the term of the Contract(s). Storage facilities at a minimum shall include availability of a telephone and toilet facilities for customers.
- 5.11 The storage facilities for the light and heavy duty vehicles shall be located within Milwaukee County with easy freeway access as to be convenient for providing the safe and prompt service required by these specifications, in addition to meeting appropriate health and zoning code ordinances.
- 5.12 Stored vehicles shall be protected in a fenced in and locked yard with ample lighting and appropriate security measures for vehicle safety.
- 5.13 Upon request of the towed vehicle owner, insurance company, authorized salvage buyer or the Sheriff's Office, the Contractor shall, at no charge, promptly move the vehicles to a space where an inspection may be made or pictures can be taken of the vehicle.
- 5.14 If the towed vehicle owner of any motor vehicle on the premises of the Contractor, by virtue of this Contract, requests an estimate or appraisal as to costs or repairs, this estimate or appraisal shall not be shown on the County invoice supplied for use for this Contract. Repairs shall not be made without the written consent and approval of the towed vehicle owner.
- 5.15 The towed vehicle owner or his representative shall have the right of removing his/her vehicle from the custody of the County towing Contractor (unless contrary to the Sheriff's orders) by paying towing and storage charges to Contractor in accordance with the schedule established by this proposal, subject to the provisions of Section 779.415, State Statutes, concerning liens on motor vehicles for towing and storage.
- 5.16 An attendant required to promptly provide service shall be in attendance at the place of storage at a minimum of from 8:00 a.m. to 5:00 p.m. Monday through Friday and from 9:00 a.m. to 5:00 p.m. on Saturday, exclusive of major holidays.
- 5.17 In addition to the storage accessibility hours stated above, the Contractor shall make its storage area accessible to the public, at no additional charge, for the release of vehicles or personal property when so requested by the Sheriff, on one hour's notice, regardless of the day of week or time of day.
- 5.18 No vehicle may be released, inspected or property removed from it contrary to directions from a Sheriff's representative.

- 5.19 The Contractor may proceed with the sale of vehicle under the provisions of Section 779.415 of the Wisconsin Statutes. The Contractor shall notify the Sheriff and any lien holders and, if available, the vehicle owner and shall follow statutory notice requirements. Should a deficit occur after such proceeding, such deficit shall not be paid by Milwaukee County.
- 5.20 Report of stolen or abandoned motor vehicles is required under Section 342.31(2) of the Wisconsin Statutes for vehicles stored as a result of this Contract. A copy of such report shall be submitted to the Sheriff.
- 5.21 Milwaukee County Freeway Towing will once per month, per sector contractor(s) obtain current names and addresses of vehicle owners on file with the Wisconsin Department of Transportation for those vehicles abandoned at time of tow. This service will enable Contractors to facilitate notice to vehicle owners of impending sale of vehicle in a cost saving and timely manner.

Nothing contained herein shall limit in any way the right of the County to terminate a Contractor, with or without cause, as provided elsewhere in these documents.

6. AUDIT AND INSPECTION OF RECORDS

Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period up to three years after completion of the Contract. The prime Contractor must obtain prior written Milwaukee County approval for all subcontracts and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime Contractor and its County-approved subcontractor and/or associates which binds the subcontractor to the same audit contract terms and conditions as the prime Contractor.

7. AFFIRMATIVE ACTION

The Contractor assures that it will undertake an Affirmative Action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered sub-organizations provide assurances to the Contractor that they similarly will undertake Affirmative Action programs and that they will require assurances from their sub-organizations, as recreate by 14 CFR Part 152, Subpart E, to the same effect.



8. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County setting forth the provisions of the non-discriminatory clause.

Contractor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Exhibit A and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Contractor's workforce, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract; but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

9. INDEMNITY

The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the County and its agents, officers and employees from and against all loss or expense, including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional or negligent act or omission of the Contractor or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

## 10. INSURANCE

Contractor understands and agrees that financial responsibility for claims or damages to any person or to Contractor's employees and agents shall rest with the Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers' Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

Evidence of Worker's Compensation and General and Automobile Liability insurance shall be given the County by a certificate naming the County as an additional insured on general and automobile coverage and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.

The Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Worker's Compensation laws, as respects damage to persons or property and third parties in such coverage and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverage shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this Agreement.

The Contractor shall provide evidence of the following coverage and minimum amounts.

Type of Coverage	Minimum Limits
Wisconsin Worker's Compensation	Statutory
Employers Liability	\$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$1,000,000 Per Occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos - Owned, Non-Owned and/or Hired	
Uninsured Motorists	Per Wisconsin Requirements
Garage Keeper's Legal Liability	\$1,000,000

MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AS RESPECTS THE SERVICES PROVIDED IN THIS AGREEMENT. DISCLOSURE MUST BE MADE OF ANY NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE SHALL BE AFFORDED TO THE COUNTY.

The insurance specified above shall be placed with an "A" rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverage or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used. A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this Agreement.

**A.1. Compliance with Governmental Requirements**

The Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State laws.

11. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, County shall thereupon have the right to terminate it by giving thirty (30) days written notice of termination of Contract, specifying the alleged violations and effective date of termination.

12. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY OR CONTRACTOR

County or the Contractor further reserves the right to terminate this Contract at any time for any reason by giving thirty (30) days written notice. Notice is deemed delivered upon being deposited in the U.S. mail, postage pre-paid, addressed to the mailing address designated by the Contractor in its Contract, or to the Director's address if sent by the Contractor.

13. INDEPENDENT CONTRACTOR

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance

herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

14. SUBCONTRACTS

Assignment of any portion of the work by subcontract must have the prior written approval of County.

15. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns, provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

16. PROHIBITED PRACTICES

A. Contractor, during the period of this Agreement, shall not hire, retain or utilize for compensation any member, officer or employee of County, or any person who, to the knowledge of Contractor, has a conflict of interest.

B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

17. NOTICES

Notice is deemed delivered upon being deposited in the U.S. mail, postage pre-paid, addressed to the mailing address designated by the Contractor in its Contract, or to the Director's address if sent by the Contractor.

18. INVOICES RECORDING TOWING SERVICES RENDERED; FEES

The Director shall be responsible for Contract administration, in consultation with the Sheriff's Office. Towing vendors shall submit invoices to the Director, with such frequency as determined by the Director, on forms developed for that purpose by the Director. The invoices shall disclose all towing services rendered on each tow and the itemized charges therefor, which shall not exceed the rates established by the County Board. The Director may assess invoice filing fees sufficient to cover the costs for administering the towing program, pre-certification of vendors, the processing of invoices, and record-keeping, including maintaining of a computer database of all contractual towing services rendered under such contracts.

19. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal laws, rules, regulations and orders.

20. AUTHORIZATION

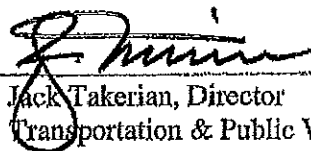
The County has executed this Contract to establish rules for freeway towing, to include pre-qualification, contract performance criteria and uniform contract language in accordance with Section 23 of the Milwaukee County Traffic Laws.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

WITNESS:

MILWAUKEE COUNTY:

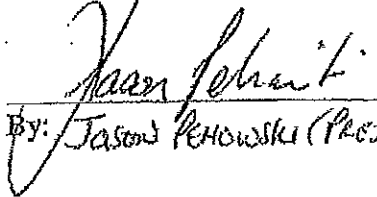
By: \_\_\_\_\_ Date

 4/11/11  
By: Jack Takerian, Director Date  
Transportation & Public Works

WITNESS:

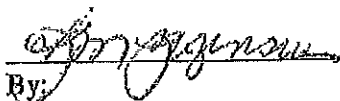
CONTRACTOR:  
ALWAYS TOWING & RECOVERY, INC.

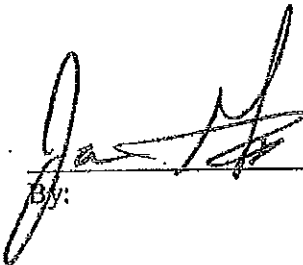
  
By: \_\_\_\_\_ Date

 4-1-11  
By: Jason Penowski (President) Date

Approved as to appropriate use of a service contract, form and independent contractor status by Corporation Counsel.

Reviewed by County Risk Management

 4/6/11  
By: \_\_\_\_\_ Date

 4/8/11  
By: \_\_\_\_\_ Date

**COUNTY BOARD  
APPROVED RATES  
Through March 2016**

Light Duty Towing (up to 10,000 lbs.)

Item #1 - Towing, Flat Rate to Storage Facility (to include the first 5 miles to another location)	<u>\$100.00</u>
- Preparation to tow Specialty Vehicle (when applicable) Flat Rate (vehicle altered from manufacturer's original specifications)	<u>\$25.00</u>
Item #2 -- Tow up to 20 additional miles (per mile)	<u>\$2.50</u>
Item #3 - Roadside Service	<u>\$30.00</u>
Item #4 - Outside Storage (per day after the first 12 hours)	<u>\$20.00</u>
Item #5 - Inside Storage (per day after the first 12 hours) (With a CAP of 21 days)	<u>\$25.00</u>
Item #6 - Winching (first 15 minutes)	<u>\$15.00</u>
Item #7 - Winching (per hour after the first 15 minutes)	<u>\$60.00</u>
Item #9 - Extra Truck (first 15 minutes)	<u>\$35.00</u>
Item #10 - Extra Truck (per hour after first 15 minutes)	<u>\$50.00</u>
Item #11 -- Flat Bed (Flat Rate)	<u>\$20.00 + \$2.50/mile</u>

**COUNTY OF MILWAUKEE**  
**INTER-OFFICE COMMUNICATION**

DATE: December 9, 2015

TO: Supervisor Theodore Lipscomb, Sr., Chair, County Board of Supervisors

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Authorization for the Milwaukee County Department of Transportation Director's Office (MCDOT) to Amend Contracts with the Freeway Towing Providers Extending the Current Contracts from March 31, 2016 until July 31, 2016

POLICY

Per Wisconsin Statute 59.52(31) approval of the County Board is required to amend a revenue contract when amendment will result in an aggregate contract value of greater than \$300,000

BACKGROUND

Removal of vehicular hazards to freeway travel is at the sole discretion of the Milwaukee County Sheriff's Office pursuant to the authority granted in Wisconsin Statutes 349.13(4) and the Milwaukee County Code of Ordinances – Appendix C Traffic Laws.

The freeway towing program is administered on behalf of the Sheriff's Office, by ordinance, through the Milwaukee County Department of Transportation Director's Office (MCDOT). Freeway towing is currently divided into five geographic sectors covering Milwaukee County. MCDOT currently holds six contracts with three vendors that provide freeway towing services according to weight classes within each individual geographic sector (refer to attached map).

Vehicle Class I

Sector I	Always Towing & Recovery
Sector II	N&S Towing
Sector III	Always Towing & Recovery
Sector IV	N&S Towing
Sector V	Ray's Towing

Vehicle Class II & III

Sector I, II, III, IV, V	Ray's Towing
--------------------------	--------------

The term of the current freeway towing contracts covers the period from April 1, 2011 through March 31, 2016. MCDOT requests authorization to extend the term of the current freeway towing contracts from March 31, 2016 through July 31, 2016. All other terms and conditions of the current freeway towing contracts remain the same.

The requested extension will allow MCDOT sufficient time to competitively solicit towing services through a Request for Proposal (RFP) process. The proposed contracts to be awarded as an outcome of the RFP process will then be brought forward for County Board approval prior to an expected implementation date of August 1, 2016.

FISCAL EFFECT

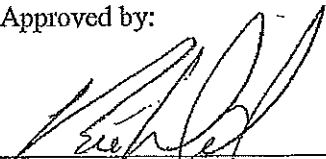
Approval to amend the current freeway towing contracts from March 31, 2016 through July 31, 2016 has no fiscal impact as annual towing revenue of \$240,000 is already included in the 2016 operating budget for MCDOT.

RECOMMENDATION

The Director of the Milwaukee County Department of Transportation requests authorization to amend the contracts with the freeway towing providers extending the current contracts from March 31, 2016 through July 31, 2016.

Prepared by: James H. Martin, Director of Administration, MCDOT

Approved by:

  
\_\_\_\_\_  
Brian Dranzik, Director  
Department of Transportation

cc: Chris Abele, County Executive  
Raisa Koltun, Chief of Staff, Office of the County Executive  
Kelly Bablitch, Chief of Staff, County Board of Supervisors  
Daniel Hughes, Captain, Police Services Bureau – Patrol Division, Office of the Sheriff



1 (Item ) From the Director, Department of Transportation, requesting authorization to  
2 amend the contracts with the freeway towing providers extending the current contracts  
3 from March 31, 2016 through July 31, 2016;

4  
5 **A RESOLUTION**  
6

7  
8 WHEREAS, per Wisconsin Statute 59.52(31) approval of the County Board is  
9 required to amend a revenue contract when amendment will result in an aggregate contract  
10 value of greater than \$300,000; and,

11  
12 WHEREAS, removal of vehicular hazards to freeway travel is at the sole discretion of  
13 the Milwaukee County Sheriff's Office pursuant to the authority granted in Wisconsin  
14 Statutes 349.13(4) and the Milwaukee County Code of Ordinances – Appendix C Traffic  
15 Laws; and,

16  
17 WHEREAS, the freeway towing program is administered on behalf of the Sheriff's  
18 Office, by ordinance, through the Milwaukee County Department of Transportation  
19 Director's Office (MCDOT); and,

20  
21 WHEREAS, freeway towing is currently divided into five geographic sectors covering  
22 Milwaukee County and MCDOT currently holds six contracts with three vendors that  
23 provide freeway towing services according to weight classes within each individual  
24 geographic sector as follows

25		
26	<u>Vehicle Class I</u>	
27	Sector I	Always Towing & Recovery
28	Sector II	N&S Towing
29	Sector III	Always Towing & Recovery
30	Sector IV	N&S Towing
31	Sector V	Ray's Towing

32		
33	<u>Vehicle Class II &amp; III</u>	
34	Sector I, II, III, IV, V	Ray's Towing

35 ; and,

36  
37 WHEREAS, the term of the current freeway towing contracts covers the period from  
38 April 1, 2011 through March 31, 2016 and MCDOT requests authorization to extend the  
39 term of the term of the current freeway towing contracts from March 31, 2016 through July  
40 31, 2016 where all other terms and conditions of the current freeway towing contracts  
41 remain the same; and,

42  
43 WHEREAS, the requested extension will allow MCDOT sufficient time to  
44 competitively solicit towing services through a Request for Proposal (RFP) process and the  
45 proposed contracts to be awarded as an outcome of the RFP process will then be brought

46 forward for County Board approval prior to an expected implementation date of August 1,  
47 2016; and,

48

49 WHEREAS, approval to amend the current freeway towing contracts from March 31,  
50 2016 through July 31, 2016 has no fiscal impact as annual towing revenue of \$240,000 is  
51 already included in the 2016 operating budget for MCDOT; now therefore,

52

53 BE IT RESOLVED, the Director of the Milwaukee County Department of  
54 Transportation is authorized to amend the contracts with the freeway towing providers  
55 extending the current contracts from March 31, 2016 through July 31, 2016.

**MILWAUKEE COUNTY FISCAL NOTE FORM****DATE:** December 9, 2015Original Fiscal Note Substitute Fiscal Note **SUBJECT:** Authorization for the Milwaukee County Department of Transportation Director's Office (MCDOT) to Amend Contracts with the Freeway Towing Providers Extending the Current Contracts from March 31, 2016 until July 31, 2016**FISCAL EFFECT:**

- No Direct County Fiscal Impact
- Existing Staff Time Required
- Increase Operating Expenditures  
(If checked, check one of two boxes below)
- Absorbed Within Agency's Budget
- Not Absorbed Within Agency's Budget
- Decrease Operating Expenditures
- Increase Operating Revenues
- Decrease Operating Revenues
- Increase Capital Expenditures
- Decrease Capital Expenditures
- Increase Capital Revenues
- Decrease Capital Revenues
- Use of Contingent Funds

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

### DESCRIPTION OF FISCAL EFFECT

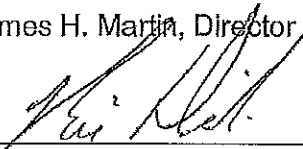
In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

- A. The action being requested will result in extending six contracts with three vendors for freeway towing services from March 31, 2016 through July 31, 2016.
- B. There are no direct cost impacts associated with approval of the amendment to extend the current revenue contracts for freeway towing. Only the length of the contract period is extended while all other terms and conditions remain the same.
- C. The proposed action will not result in a 2016 budgetary impact as the annual expected towing revenue of \$240,000 is already included in the 2016 operating budget for MCDOT.
- D. N/A

Department/Prepared by: James H. Martin, Director of Administration, MCDOT

Authorized Signature




---

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.

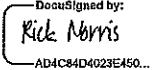
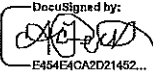
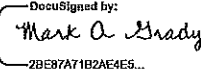
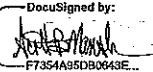
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Source Envelope:	
Document Pages: 20	Signatures: 7
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Judith Pingel
Time Zone: (UTC-06:00) Central Time (US & Canada)	901 N 9th St
	Ste 301
	Milwaukee, WI 53233
	judith.pingel@milwaukeecountywi.gov
	IP Address: 204.194.251.5

**Record Tracking**

Status: Original	Holder: Judith Pingel	Location: DocuSign
12/16/2015 10:41:11 AM	judith.pingel@milwaukeecountywi.gov	

**Signer Events**

Signature	Timestamp
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<p>Amy Pechacek amy.pechacek@milwaukeecountywi.gov Director of Risk Management Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/25/2014 12:36:39 PM ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c</p> <p>DocuSigned by:  E484E4CA2D21452...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 12/16/2015 11:22:12 AM Viewed: 12/16/2015 11:25:59 AM Signed: 12/17/2015 12:23:13 PM</p>
<p>Mark A Grady corp counsellsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p> <p>DocuSigned by:  2B587A71B2AE4E5...</p> <p>Using IP Address: 204.194.251.3</p>	<p>Sent: 12/17/2015 12:23:16 PM Viewed: 12/21/2015 10:11:12 AM Signed: 12/21/2015 10:11:39 AM</p>
<p>Scott B. Manske comptrollerssignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p> <p>DocuSigned by:  F7354A95DB0643E...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 12/21/2015 10:11:40 AM Viewed: 12/23/2015 8:57:03 AM Signed: 12/23/2015 9:17:59 AM</p>

**Signer Events**

Brian Dranzik  
 brian.dranzik@milwaukeecountywi.gov  
 Director of Transportation  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure: Not Offered  
 ID:

**Signature**

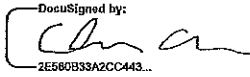
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Chris Abele  
 cabelle@milwcnty.com  
 County Executive  
 Milwaukee County  
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Corporation Counsel  
 corpcounselsignature@milwcnty.com  
 Deputy Corporation Counsel  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure: Not Offered  
 ID:

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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
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**Electronic Record and Signature Disclosure**