



STANLEY Convergent Security Solutions, Inc.

# Schedule of Service and Protection

## (Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND WIL O WAY UNDERWOOD ("CUSTOMER") AGREE ON THIS 31ST DAY OF DECEMBER, 2020, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 10802 UNDERWOOD PKWY, MILWAUKEE WI 53226-3043. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT [HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL](https://www.stanleysecuritysolutions.com/legal). THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW. AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

**Solution:** Wil-O-Way Underwood-Monitoring-Test and Inspect

**Opportunity:** O-1844287

**Quote:** Q-211635

**Quote Date:** December 31, 2020

**Investment Type:** Direct Sale

### System Information

**System Type:** Fire

**Primary System:**

**Secondary Systems:**

### Customer to Provide

120 vac Power Outlets, Access to Device Locations, Secured storage of on-site equipment,

### Equipment

Quantity	Part Number	Description

### Existing Equipment

Quantity	Asset Name	Asset Description

### Services

Selected or Quantity	Service Name	Service Description
1.00	31-60 DEV-FR ANNL TEST W INSPECTION III	SCHEDULED TESTS AND INSPECTIONS ON FIRE ALARM SYSTEM. THE SCHEDULED APPOINTMENTS INCLUDE A VISUAL INSPECTION OF DEVICES, OPERATIONAL TEST OF SYSTEM COMPONENTS AND VERIFICATION OF COMMUNICATION LINK. TESTS AND INSPECTIONS ARE DOCUMENTED AND PROVIDED FOR CUSTOMER RECORDS. INCLUDES ACCESS TO THE PNC TAC - TECHNICAL ASSISTANCE CENTER (24X7). SYSTEM REPAIR, EQUIPMENT REPLACEMENT AND LIFT RENTALS ARE EXCLUDED.
1.00	FIRE ALARM & SPRINKLER MONITORING	ALARM SIGNAL SENT TO PNC INITIATED BY A FIRE ALARM DETECTION DEVICE. PNC WILL NOTIFY THE FIRE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION, 24-HOUR AUTO DIALER TEST AND ESERVICES CORE EDITION.

STANLEY Convergent Security Solutions, Inc. License Information (as of 9-10-2020): AK 1003300; 104891; AL 888, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd, Montgomery AL 36118 (334) 264-9388, 48682; AZ ROC204075; AR 032977; CMPY 0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, LCO5911, ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC 0184651-L5; DE 04-158; FAL-0001; FL EF20001345; GA 439701; HI 363900; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 328 (Louisville); LA F1162; F875; F1277; 81931; MA 12737A; MD 107-1928; 259; MI 5103423; 3601207690; MN TSP001236; M8 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471-SP-FALV; 1809-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)798-5320; NH 0424-C; NJ 1074485, 658423, Burglar Alarm Business Lic. # 34BXX0022000; NM 374554; NV F400; F401; D071024; 0084943; NY 12000293189; Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 0327308; RI 9448A, TSC 4990; SC FAC3387; BAC5501; TN 1180; 1448, 1660, 1446; 2028; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; WA 2705087235A; 11-5481; WA STANLC5925MZ; WV 045298; WI 069322; WY LV-G-23879

**STANLEY.**  
Security

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Services		
1.00	24 HOUR AUTO DIALER TESTING	(NON-FIRE ALARM SYSTEMS) ON ALARM CONTROLS, A 24-HOUR AUTO DIALER TEST IS PROGRAMMED TO AUTOMATICALLY SEND A TEST SIGNAL TO PNC TO VERIFY THE CONTROLS COMMUNICATION STATUS. WHEN AN AUTO DIALER TEST SIGNAL IS NOT RECEIVED, PNC NOTIFIES THE CUSTOMER.
1.00	SECURITY HQ CLASSIC EDITION	SECURITY HQ CLASSIC EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING DATA FOR VIEWING, UP TO 1 YEAR OF SERVICE AND BILLING DATA FOR VIEWING, BASIC NOTIFICATIONS, AND ACCOUNT MANAGEMENT - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1.00	TECHNICAL ASSISTANCE CENTER SUPPORT	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

**Equipment Notes****Theory of Operation**

This is a resign extension of the customer's current contract

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STANLEY Convergent Security Solutions, Inc.

### (Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

**\*\*Please check with your consultant for additional service options.**

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**STANLEY Convergent Security Solutions, Inc.**

**Investment Type: Direct Sale**

**Pricing and Deposit Terms**

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Renewal  
 Warranty Duration:  
 Escalation Information: 0% after 36 Months

**Total Installation Price\*:** \$0.00 USD  
**Up-front Deposit\*:** \$0.00  
**Payment Plan\*:**  
**Balance Due Upon Completion\*:** \$0.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

\*Prices do not include taxes\*

**Monthly Service Charges**  
**Total Monthly Fee\*:** \$53.50 USD  
**Payment Frequency:** Quarterly

STANLEY Convergent Security Solutions, Inc.

Customer: WIL O WAY UNDERWOOD

Dan Bielski

Security Representative

Senior Security Consultant

Security Representative Title

*Michael Dickmann 1.4.2021*  
Micha... Dickmann 1.4.2021 (1.4.2021 15:17:17)

STANLEY Authorized Manager (Sign)

Michael Dickmann 1.4.2

STANLEY Authorized Manager (Print)

*Mike Bonk*

Mike Bonk 12/14/2021 14:54 CST

Customer (Sign)

Mike Bonk

Customer (Print)

Interim Director Of

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

**Account Payment Settings:**

PO Required by customer:  *mb*

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STANLEY Convergent Security Solutions, Inc.

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
<b>Street Address:</b>	10602 UNDERWOOD PKWY	10602 UNDERWOOD PKWY	10602 UNDERWOOD PKWY
<b>City</b>	MILWAUKEE	MILWAUKEE	MILWAUKEE
<b>State/Province</b>	WI	WI	WI
<b>Country</b>	United States	United States	United States
<b>Zip/Postal Code</b>	53226-3043	53226-3043	53226-3043
<b>Attention</b>			
<b>Billing Contact</b>			
<b>Billing Phone</b>			
<b>Billing ID</b>			
<b>Special Handling Required</b>	N	N	N
<b>Notes for Special Handling</b>			
<b>PO #</b>			

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## Installation and Service Agreement

No. Q-211635

This Agreement is made and entered into this 31st day of December 2020 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Drive, Fishers, IN 46037, hereinafter referred to as "SCSS" and WILCO WAY UNDERWOOD, hereinafter referred to as "Customer".

### 1. System and Service

SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the "Schedule.")

SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

The System will be installed at the premises of the Customer located at: 10602 UNDERWOOD PKWY, MILWAUKEE, WI 53226-3043

Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

### 2. Term, Renewal and Expiration

~~A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 60 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.~~

### 3. Payment and Scope (prices do not include any applicable state and local sales or use tax):

#### A. Payment – Customer agrees to pay SCSS:

i. \$0.00 for the price of a Sold System and the installation of the System.

a. \$0.00 upon signing of this Agreement.

b. Progress payments as follows:

c. \$0.00 upon completion of the installation

ii. \$53.50 for services per month, as described in the Schedule of Service and Protection, payable Quarterly, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

iii. SCSS may at any time following the expiration of 36 Months of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 36 Months period. If SCSS increases the basic monthly charge in any year by an amount greater than 0% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

#### B. Services

i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

### 4. Liquidated Damages and SCSS's Limits of Liability

A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO \$500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCSS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENCE PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

#### F. LIMITED WARRANTY. (SOLD SYSTEM ONLY)

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of N/A from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.

**DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED,**

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## STANLEY Convergent Security Solutions, Inc.

OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

### 5. Miscellaneous Charges and Increase in Charges

- A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.
- B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.
- C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.
- D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
- E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.
- F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.
- G. SCSS shall charge interest at the rate of 1 1/4% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge \$25.00 for any NSF check or the maximum permitted by law.

### 6. Further Obligations of Customer

- A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.
- B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.
- C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.
- D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)
- F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.
- G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.
- H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).
- K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.
- L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

### 7. Further Obligations of SCSS; Limitations

- A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.
- B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an

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emergency condition before responding to a request for assistance. Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

- C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.
- D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.
- E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.
- G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

#### B. Title to the SCSS System; Proprietary Protection

- A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession, (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.
- B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

#### 9. Termination

- A. SCSS may terminate this Agreement immediately upon written notice:
- In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or
  - In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
  - As provided in Article 2 relating to expiration.
- B. Customer may terminate the Agreement:
- Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or
  - As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.
- C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

#### 10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

#### 11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

#### 12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

#### 13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

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STANLEY Convergent Security Solutions, Inc.

14. Choice of Law

This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. Entire Agreement

It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.

Customer: WIL O WAY UNDERWOOD

Dan Bielinski

*Mike Bonk*

\_\_\_\_\_  
MILWAUKEE, WI 53211 (P) 414.221.1111

Security Consultant

Customer (Sign)

Senior Security Consultant

Mike Bonk

Security Consultant Title

Customer (Print)

*Michael Dickmann 1.4.2021*

Interim Director Office

STANLEY Authorized Manager (Sign)

Title

Michael Dickmann 1.4.2021

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:  *mb*

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**STANLEY Convergent Security Solutions, Inc.**

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
<b>Street Address:</b>	10602 UNDERWOOD PKWY	10602 UNDERWOOD PKWY	10602 UNDERWOOD PKWY
<b>City</b>	MILWAUKEE	MILWAUKEE	MILWAUKEE
<b>State/Province</b>	WI	WI	WI
<b>Country</b>	United States	United States	United States
<b>Zip/Postal Code</b>	53226-3043	53226-3043	53226-3043
<b>Attention</b>			
<b>Billing Contact</b>			
<b>Billing Phone</b>			
<b>Billing ID</b>			
<b>Special Handling Required</b>	N	N	N
<b>Notes for Special Handling</b>			
<b>PO #</b>			

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**INSTALLATION AND SERVICE AGREEMENT AMENDMENT #1**

This Installation and Service Agreement Amendment #1 (“Amendment”), by and between Stanley Convergent Security Solutions, Inc. (“SCSS”) and Wil O Way Underwood (“Customer”) is entered into and effective as of February 3<sup>rd</sup>, 2021 (“Effective Date”).

WHEREAS, the parties have previously entered into the Installation and Service Agreement, dated 1/4/2021, as amended (the "**Existing Agreement**"); and

WHEREAS, the parties hereto desire to amend the Existing Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**- Section 2. Term, Renewal and Expiration is deleted and replaced with the following:**

*“The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until December 31st, 2025 unless terminated in accordance with this Agreement. Upon expiration of the initial Term of this Agreement, at the Customer’s option it may enter into up to two (1) year Extension Terms, subject to the terms and conditions of this Agreement (“Extension Term”). To execute the option to enter into an Extension Term, the Customer shall provide written notice to SCSS of the intent to exercise the Extension Term option no fewer than thirty (30) days prior to the expiration of the initial Term or the then-current Extension Term, as applicable. The Customer may provide written notice in electronic format such as e-mail.”*

This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement(s) are and will remain in full force and effect and are hereby ratified and confirmed by the parties.

WIL O WAY UNDERWOOD

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

By: Michael Bonk

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

Name: Michael Bonk

Name: \_\_\_\_\_

Its: Interim Director

Its: \_\_\_\_\_

**CONTRACT FORM** 1684 R5 (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	X
	Professional Service - Capital	
	Purchase of Service	
	Preliminary	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
DAS - Office of Persons With Disabilities	115	1151

**VENDOR INFORMATION**

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
11919		X		

NAME OF VENDOR	ADDRESS
Stanley Convergent Security Solutions, Inc.	Dept CH 10651 Palatine, IL 60055

TAX I.D. NO.	EFFECTIVE DATES: begin date                      end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	01/04/21                      12/31/25	60		\$ 3,210.00

**ACCOUNTING INFORMATION**

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2021	01	0001	115	1017			6023				\$ 642.00
2022	01	0001	115	1017			6023				\$ 642.00
2023	01	0001	115	1017			6023				\$ 642.00
2024	01	0001	115	1017			6023				\$ 642.00
2025	01	0001	115	1017			6023				\$ 642.00

**PURPOSE OF CONTRACT**

To provide fire alarm monitoring services at Wil-O-Way Underwood at 10602 Underwood Parkway, Wauwatosa, WI 53226.

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

If YES, give County Board File No. Pending 21- Date Approved Anticipated 4/22/21

If NO, why is County Board approval not required? \_\_\_\_\_

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

Is Vendor a certified professional service DBE?  YES  NO

Kathy Klosiewski	02/03/21	Analyst, Fiscal and Budget
Prepared By	Date	Title
<i>Michael Bank</i>	2/3/2021	Interim Director Office of Persons with Disabilities
Signature of County Administrator	Date	Title

## Certificate Of Completion

Envelope Id: 088A3EFE225C4CCBA6249BC29F8209E2	Status: Completed
Subject: Please DocuSign: 2020 - 2025 1684 for Stanley Security.xls	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kathy Klosiewski
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	Kathy.Klosiewski@milwaukeecountywi.gov
	IP Address: 204.194.251.5

## Record Tracking

Status: Original	Holder: Kathy Klosiewski	Location: DocuSign
2/3/2021 1:25:50 PM	Kathy.Klosiewski@milwaukeecountywi.gov	

## Signer Events

Signature	Timestamp
Michael Bonk	Sent: 2/3/2021 1:27:16 PM
Michael.Bonk@milwaukeecountywi.gov	Viewed: 2/3/2021 1:28:01 PM
Interim Director	Signed: 2/3/2021 1:28:09 PM
Milwaukee County	
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 204.194.251.5	

**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	2/3/2021 1:27:16 PM
Certified Delivered	Security Checked	2/3/2021 1:28:01 PM
Signing Complete	Security Checked	2/3/2021 1:28:09 PM
Completed	Security Checked	2/3/2021 1:28:09 PM

## Payment Events

Status

Timestamps

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

**FOR MILWAUKEE COUNTY:**

**FOR** \_\_\_\_\_

BY: Michael Bonk DATE: 2/11/2021

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: Michael Bonk

NAME: \_\_\_\_\_

TITLE: Interim Director

TITLE: \_\_\_\_\_

DEPARTMENT: Office for Persons with Disabilities

TAXPAYER ID No.: \_\_\_\_\_

**REVIEWED AS TO INSURANCE REQUIREMENTS:**

**APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:**

BY: Megan Rogers DATE: 2/15/2021

BY: Lamont Robinson DATE: 2/15/2021

**Risk Manager**  
Office of Risk Management

**Director**  
Community Business Development Partners

**APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):**

**APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:**

BY: [Signature] DATE: 2/17/2021

BY: David Farwell DATE: 2/19/2021

**Milwaukee County Comptroller**  
Office of the Comptroller

**Corporation Counsel**  
Office of Corporation Counsel

**REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:**

**APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:**

BY: [Signature] DATE: 2/22/2021

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**David Crowley, County Executive**  
Office of the County Executive

**Corporation Counsel**  
Office of Corporation Counsel

**REVIEWED AND APPROVED FOR COMPLIANCE WITH COVID-19 PUBLIC HEALTH EMERGENCY FISCAL ACTIONS ADMINISTRATIVE ORDER 20-9**

BY: JOSEPH LAMERS DATE: 2/15/2021

**Director of Performance, Strategy & Budget**  
Department of Administrative Services

## Certificate Of Completion

Envelope Id: C4C31F2E25DB482190C73F9A2106E3B1	Status: Sent
Subject: Please DocuSign: Office of Persons With Disabilities Contract With Stanley Convergent Security	
Source Envelope:	
Document Pages: 14	Signatures: 8
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kathy Klosiewski
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	Kathy.Klosiewski@milwaukeecountywi.gov
	IP Address: 204.194.251.3

## Record Tracking

Status: Original	Holder: Kathy Klosiewski	Location: DocuSign
2/11/2021 2:52:31 PM	Kathy.Klosiewski@milwaukeecountywi.gov	

## Signer Events

Signer Events	Signature	Timestamp
JOSEPH LAMERS		Sent: 2/11/2021 3:16:15 PM
Joseph.Lamers@milwaukeecountywi.gov	<i>JOSEPH LAMERS</i>	Viewed: 2/15/2021 8:28:39 AM
Budget Director		Signed: 2/15/2021 8:28:54 AM
Milwaukee County		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 204.194.251.5	

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael Bonk		Sent: 2/11/2021 3:16:15 PM
Michael.Bonk@milwaukeecountywi.gov	<i>Michael Bonk</i>	Viewed: 2/11/2021 3:17:00 PM
Interim Director		Signed: 2/11/2021 3:17:39 PM
Milwaukee County		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 204.194.251.3	

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lamont Robinson		Sent: 2/15/2021 8:28:56 AM
lamont.robinson@milwaukeecountywi.gov	<i>Lamont Robinson</i>	Viewed: 2/15/2021 10:21:27 AM
Director, CBDP		Signed: 2/15/2021 10:37:23 AM
Milwaukee County		
Signing Group: Community Business Development Partners	Signature Adoption: Pre-selected Style	
	Using IP Address: 204.194.251.3	




### Electronic Record and Signature Disclosure:

Accepted: 2/19/2021 8:23:03 AM  
ID: 1843c865-f605-493c-9ef9-cd72b8b22b18

David Farwell		Sent: 2/15/2021 8:28:57 AM
David.Farwell@milwaukeecountywi.gov	<i>David Farwell</i>	Viewed: 2/19/2021 2:41:29 PM
Assistant Corporation Counsel		Signed: 2/19/2021 2:41:35 PM
Milwaukee County		
Signing Group: Corporation Counsel	Signature Adoption: Pre-selected Style	
	Using IP Address: 204.194.251.5	

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Comptroller comptrollersignature@milwaukeecountywi.gov Comptroller Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.5</p>	<p>Sent: 2/15/2021 8:28:57 AM Viewed: 2/17/2021 4:42:16 PM Signed: 2/17/2021 4:46:06 PM</p>
<p>Megan Rogers megan.rogers@milwaukeecountywi.gov Director Milwaukee County Signing Group: Risk Management Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/15/2018 8:01:37 AM ID: b9a5cb95-855d-440c-886b-36b20bdadc17</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	<p>Sent: 2/15/2021 8:28:58 AM Viewed: 2/15/2021 8:27:11 PM Signed: 2/15/2021 8:30:23 PM</p>
<p>County Executive David Crowley David.Crowley@milwaukeecountywi.gov Milwaukee County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Uploaded Signature Image Using IP Address: 174.192.71.12 Signed using mobile</p>	<p>Sent: 2/19/2021 2:41:38 PM Viewed: 2/22/2021 7:19:18 AM Signed: 2/22/2021 7:19:27 AM</p>
<p>Corporation Counsel</p> <p>Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Dan Bielinski Dan.Bielinski@sbdinc.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	Status	Timestamp
<b>Agent Delivery Events</b>	Status	Timestamp
<b>Intermediary Delivery Events</b>	Status	Timestamp
<b>Certified Delivery Events</b>	Status	Timestamp



Certified Delivery Events	Status	Timestamp
Kathy Klosiewski Kathy.Klosiewski@milwaukeecountywi.gov Budget & Fiscal Analyst, CBO Milwaukee County Security Level: Email, Account Authentication (None)		Sent: 2/22/2021 7:19:30 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
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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	2/11/2021 3:16:15 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **CONSUMER DISCLOSURE**

From time to time, Wisconsin Milwaukee 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 your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **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. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account 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 your DocuSign user account 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 Wisconsin Milwaukee 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: [plee@milwcnty.com](mailto:plee@milwcnty.com)

**To advise Wisconsin Milwaukee County of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Wisconsin Milwaukee 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 e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Wisconsin Milwaukee County**

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account 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**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

1.1 settings via proxy connection
-----------------------------------

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.