

**CONTRACT FOR TOWING SERVICES  
RAY'S TOWING, INC.**

**FREEWAY TOWING SECTOR V  
VEHICLE WEIGHT CLASS I**

**CONTRACT FOR TOWING SERVICES**

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called the "County"), represented by its Director of Transportation, and Ray's Towing, Inc. (hereafter called "Contractor"), is entered into as of \_\_\_\_\_, 20\_\_.

1. SCOPE OF SERVICES.

The Contract consists of the following three documents listed below, all of which are incorporated herein by reference, in the following order of precedence that will govern any inconsistencies between the terms of this Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

- a) This Contract for Towing Services
- b) Milwaukee County Solicitation # 98160016 (the "RFP")
- c) Contractor's Response to Solicitation

2. DATES OF PERFORMANCE.

The term of this Contract shall be from August 1, 2016 through July 31, 2021.

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 rates for services established by Milwaukee County, which are attached hereto in the RFP and incorporated herein by reference. The operator or owner of the vehicle shall pay such charges imposed by the towing contractor. Milwaukee County will not be responsible for the payment of any charges or costs of any kind which may result from the provisions 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 of Milwaukee County 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 where applicable 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.

The above is without limitation and in addition to all criteria outlined in the RFP.

5. PERFORMANCE CRITERIA

The performance criteria are attached hereto as part of the RFP and incorporated herein by reference.

6. COUNTY RIGHTS OF ACCESS AND AUDIT.

The Contractor, its officers, directors, agents, employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the Contract for a period of up to three years following the date of last payment. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Any and all county contracts and solicitations for contracts shall include a statement that the contractor and any subcontractors understand and will abide by the requirements.

7. AFFIRMATIVE ACTION.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), 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 MCCGO 56.17(1d). 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 organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), 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, sex, sexual orientation, gender identity and expression, age, ancestry or nationality, political or religious affiliation, creed, or disability, 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 the County setting forth the provisions of this nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing this Contract.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract in Contractor's response to the RFP. 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 the 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.

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 expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any act or omission of Contractor, or its agents, subcontractors, or guests, which may arise out of or are connected with the activities covered by the agreement.

10. INSURANCE.

Contractor must, at the time of the award evidence and maintain, during the term of the agreement, policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractor's activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities pursuant to the award. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this contract, unless otherwise specified by the County, in the minimum amounts specified below.

Contractor shall provide evidence of the following coverages and minimum amounts and any other project-specific insurance as requested:

| Type of Coverage  | Minimum Limits  |
|---|---|
| Wisconsin Workers Compensation<br>Employers Liability & Disease | Statutory<br>\$100,000/\$500,000/\$100,000<br>(Waiver of Subrogation) |
| General Liability   |   |

|  |                            |
|--|----------------------------|
| Bodily Injury & Property Damage  | \$1,000,000 Per Occurrence |
| To include Personal Injury, Garage Keepers,<br>Fire Legal,<br>Products and Completed Operations<br>Contractual Liability | \$2,000,000 Aggregate      |

|                             |                            |
|-----------------------------|----------------------------|
| Auto Liability              | \$1,000,000 Per Occurrence |
| Umbrella / Excess Liability | \$3,000,000 Aggregate      |

Milwaukee County shall be named as and Additional Insured on the General Liability, Auto Liability, Employers Liability, and Umbrella / Excess policies as its interests may appear as respects the services provided in this contract. A waiver of subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee 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 coverages or minimums shall be submitted in writing and approved by Milwaukee County's Director of Risk Management as a condition of this agreement.

11. PERMITS, TAXES, LICENSES.

Contractor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

12. TERMINATION BY CONTRACTOR.

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination.

13. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY.

The County reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice, and turn over all work product to the County.

This provision is notwithstanding termination provisions included in the Performance Criteria included in the RFP attached hereto and made a part of this Contract.

14. 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. Nothing contained in this Contract shall give Contractor any authority to supervise, manage, and/or direct County employees.

15. SUBCONTRACTS.

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

16. 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.

17. NOTICES

Notice is upon being deposited in the U.S. mail, postage pre-paid, addressed to the person named on the Vendor Information Sheet in Contractor's response to the Request for Proposal and delivered to the address listed on that sheet.

The County's mailing address for notification purposes related to this Contract is as follows:

Director of Transportation  
10320 W. Watertown Plank Rd.  
2<sup>nd</sup> Floor  
Wauwatosa, Wisconsin 53226

18. PROHIBITED PRACTICES.

- A. Contractor during the period of this contract 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."

19. PUBLIC RECORDS.

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the

Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

20. INVOICES RECORDING TOWING SERVICES RENDERED; FEES

The Director of Transportation shall be responsible for Contract administration, in consultation with the Milwaukee County 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 Milwaukee County. The Director may assess invoice filing or other fees sufficient to cover the costs for administering the towing program, pre-certification of vendors, the processing of invoices, record-keeping, including records of towing services rendered under the Contract, etc.

21. TAXES.

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

22. NON-CONVICTION FOR BRIBERY.

Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. MISCELLANEOUS.

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract 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 law, rules and regulations and orders.

24. AUTHORIZATION.

Milwaukee County has executed this Contract for freeway towing pursuant to 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.

Ray's Towing, Inc.

By: [Signature] Date: 6/22/2016  
Name and Title of  
Authorized Representative  
**PARTNER.**

**FOR MILWAUKEE COUNTY  
WISCONSIN.**

DocuSigned by:  
Rick Norris 6/17/2016  
AD1C04D4023E450...  
Community Bus. Dev. Partners Date  
rick.norris@milwaukeecountywi.gov

DocuSigned by:  
[Signature] 6/16/2016  
RISK Management Date  
amy.pechacek@milwaukeecountywi.gov

*Approved as to Execution*  
DocuSigned by:  
Paul D. Kuglitsch 6/20/2016  
Corporation Counsel Date  
corpcounselsignature@milwcnty.com

*Pursuant to 59.255(2)(3) Wisconsin Statutes*  
DocuSigned by:  
[Signature] 6/20/2016  
Comptroller Date  
comptrollersignature@milwaukeecountywi.gov

Director, Department of Transportation  
DocuSigned by:  
Brian Dranzik 6/20/2016  
Date  
brian.dranzik@milwaukeecountywi.gov

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

\_\_\_\_\_  
County Executive Date  
cabele@milwcnty.com





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

|   |                                  |   |       |
|---|----------------------------------|---|-------|
| Mail to:<br>Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse<br>Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse<br>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                         |
| Menzel Enterprises (DBA Prairieland Towing);<br>N&S Towing, All City Towing, Ray's Towing | Multiple freeway towing vendors |

|              |  |                                   |                                  |                          |
|--------------|--|-----------------------------------|----------------------------------|--------------------------|
| TAX I.D. NO. | EFFECTIVE DATES:<br>begin date      end date | LENGTH OF CONTRACT<br>(IN MONTHS) | AMENDMENT ONLY: DOLLAR<br>CHANGE | TOTAL CONTRACT<br>AMOUNT |
|              | 08/01/16      07/31/21                       | 60                                |                                  |                          |

**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 |
|---------------------|---------|------|--------|----------|----------|----------|--------|------------|------------|-------|----------------------------------|
| 2016                |         | 0001 | 580    | 5801     |          |          | 4963   |            |            |       | \$ 22,000.00                     |
| 2017                |         | 0001 | 580    | 5801     |          |          | 4963   |            |            |       | \$ 293,000.00                    |
| 2018                |         | 0001 | 580    | 5801     |          |          | 4963   |            |            |       | \$ 293,000.00                    |
| 2019                |         | 0001 | 580    | 5801     |          |          | 4963   |            |            |       | \$ 293,000.00                    |
| 2020                |         | 0001 | 580    | 5801     |          |          | 4963   |            |            |       | \$ 293,000.00                    |
| 2021                |         | 0001 | 580    | 5801     |          |          | 4963   |            |            |       | \$ 293,000.00                    |

**PURPOSE OF CONTRACT**

These are contracts with freeway towing vendors (Menzel Enterprises (DBA Prairieland Towing), N&S Towing, All City Towing, and Ray's Towing) from August 1, 2016 through July 31, 2021. There are no expenditures associated with these contracts as only revenue is realized from them. The Department of Transportation Director's Office expects to receive approximately \$293,000 of total revenue a year for the towing program. For the remainder of 2016, MCDOT Director's Office is estimated to realize an add'l \$22,000 of revenue beyond the amount budgeted. For 2017 and beyond, the \$293,000 revenue will be budgeted as a partial offset to overall MCDOT Director's Office expenditures. 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 July 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

|  |          |                                    |
|--|----------|------------------------------------|
| Judith Pingel  | 06/16/16 | Sr. Executive Asst - MCDOT         |
| Prepared By  | Date     | Title                              |
|  | 06/16/16 | Director of Administration - MCDOT |
| Signature of County Administrator  | Date     | Title                              |

### Certificate Of Completion

|   |                                     |
|---|-------------------------------------|
| Envelope Id: 9641BD5092FB4CED9D06279C2990BB28                                 | Status: Sent                        |
| Subject: Please DocuSign: For Execution Class One Sector 5 Ray'sTowingInc.pdf |                                     |
| Source Envelope:  |                                     |
| Document Pages: 9   | Signatures: 5                       |
| Certificate Pages: 5  | Initials: 0                         |
| AutoNav: Enabled  |                                     |
| EnvelopeId Stamping: Enabled  | Envelope Originator:                |
| Time Zone: (UTC-06:00) Central Time (US & Canada)                             | Judith Pingel                       |
|   | 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 |
| 6/16/2016 9:52:50 AM | judith.pingel@milwaukeecountywi.gov |                    |

### Signer Events

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

### Signature

DocuSigned by:  
  
E454E4CA2D21452...  
Using IP Address: 107.77.230.199  
Signed using mobile

### Timestamp

Sent: 6/16/2016 9:57:11 AM  
Viewed: 6/16/2016 1:36:08 PM  
Signed: 6/16/2016 1:36:21 PM

Rick Norris  
rick.norris@milwaukeecountywi.gov  
CBDP Director  
Milwaukee County  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

DocuSigned by:  
  
AD4C84D4023E450...  
Using IP Address: 65.28.168.25


Sent: 6/16/2016 1:36:22 PM  
Viewed: 6/17/2016 7:45:08 AM  
Signed: 6/17/2016 7:45:14 AM

Paul D. Kuglitsch  
corp counselsignature@milwcnty.com  
Deputy Corporation Counsel  
Milwaukee County  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

DocuSigned by:  
  
2BE87A71B2AE4E5...  
Using IP Address: 204.194.251.5

Sent: 6/17/2016 7:45:15 AM  
Viewed: 6/20/2016 11:24:54 AM  
Signed: 6/20/2016 11:29:12 AM

Scott B. Manske  
comptrollersignature@milwcnty.com  
Comptroller  
Milwaukee County  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:


DocuSigned by:  
  
F735A95DB0843E...  
Using IP Address: 204.194.251.5

Sent: 6/20/2016 11:29:13 AM  
Viewed: 6/20/2016 12:41:01 PM  
Signed: 6/20/2016 12:41:55 PM

**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 via DocuSign  
 ID:

**Signature**

DocuSigned by:  
  
 DC80BD388A73433...

Using IP Address: 204.194.251.5

**Timestamp**

Sent: 6/20/2016 12:41:56 PM  
 Viewed: 6/20/2016 2:18:17 PM  
 Signed: 6/20/2016 2:18:31 PM

Chris Abele  
 cabele@milwcnty.com  
 County Executive  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

Sent: 6/20/2016 2:18:34 PM

Corporation Counsel  
 corpcounselsignature@milwcnty.com  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

| 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            |
| Notary Events                                     |                  | Timestamp            |
| Envelope Summary Events                           | Status           | Timestamps           |
| Envelope Sent                                     | Hashed/Encrypted | 6/20/2016 2:18:34 PM |
| <b>Electronic Record and Signature Disclosure</b> |                  |                      |

## **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**

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