

## **AMENDMENT TO ADVENTURE AFRICA PHASE III – RHINOS PROJECT AGREEMENT**

This Amendment to Agreement (this "Amendment") is hereby made and entered into on \_\_\_\_\_ (the "Effective Date"), by and between the Milwaukee County Zoo (the "County") and the Zoological Society of Milwaukee ("Society").

### **WITNESSETH:**

**WHEREAS**, the County and the Society are Parties to that certain Rhinos Project Agreement effective as of February 22, 2024.

**WHEREAS**, the Parties desire to amend the Underlying Agreement in accordance with its terms.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the following sections of the Agreement as follows:

### **AGREEMENT:**

#### **2. Construction and Design Costs.**

- a. Based on the Schematic Design Documents, the Construction Manager has estimated construction costs are \$22,459,691 (the "Contract Sum"). The Society will make a minimum cash contribution towards the Contract Sum of \$7,000,165 (the "Society's Contribution") and the County will make a cash contribution towards the Contract Sum not to exceed \$15,459,526 (the "County's Contribution"). Any additional funds that may be raised by the Society will increase the Society's contribution and lower the County's contribution. It is anticipated that an estimated \$3,000,000 of savings may be available from the Life Support System of Adventure Africa Elephants Project (the "LSS Savings") to assist in funding the Project, in which event the LSS Savings shall be used to adjust the Society's Contribution and the County's Contribution, with 50% of the LSS Savings being applied as a credit to the Society's Contribution, and 50% of the LSS Savings being applied as a debit to the County's Contribution. For example, if the full \$3,000,000 of LSS Savings is realized: (a) the Society's Contribution shall consist of cash plus LSS Savings credit for a total of \$8,500,165; and (b) the County's Contribution shall consist of cash plus LSS Savings debit for a total of \$13,959,526. Further, in no event will the LSS Savings or any additional funds raised by the Society be used to increase the Contract Sum.
- b. The County, in consultation with the Society, and based on the Schematic Design Documents, will finalize the designs, plans and specifications for the Project on or before February 9, 2024, and shall deliver the same to the Society upon their completion. Such final design documents shall be completed so that the final design documents are in sufficient detail to secure bids from subcontractors and suppliers, and permits from government authorities having jurisdiction over the Project (the "Final Design Documents"). The Society's Contribution shall include an amount not to exceed \$500,000 to be applied for the professional fees associated with the preparation of the Final Design Documents.

- c. Of the Society's Contribution, \$250,000 is earmarked to add an educational classroom. This \$250,000 was donated and the donation is contingent upon the classroom being built.
- d. The County is responsible for any cost overages for the classroom, and any potential classroom overages will be absorbed within the County's overall project funding amount of \$15,459,526 (via project contingency).

**8. Records.**

- a. Section 9 of the 2020 MOU states, "[t]he Society and the County shall provide each other access to all construction and other documents or records related to the construction of or disbursement of funds for capital improvement projects in which the Society participates. These documents and records shall include an accounting of the amount of funds received and disbursed by the Society and/or the County for a particular capital improvement project but shall not include any documents which would contain information regarding individual donors or other sources of such funds." It is the responsibility of the Society to verify to the County the validity of pledges and funds received by the Society for the Project. In satisfaction of this responsibility, the Society hereby agrees to engage its external auditor to prepare an audit report of all pledge receivables, cash, and investments, net of any outstanding payables or other commitments for such funds, held by the Society for the Project as of the Society's April 30, 2023, Audit of a Specific Element Report ( the "Audit Report"). The Audit Report was prepared based on the guidelines of the American Institute of CPAs for an "Auditor's Report on a Specific Element" and was delivered to the County on June 30, 2023. The Society hereby agrees to engage its external auditor to prepare an audit report (the "Second Audit Report") of all pledge receivables, cash, and investments, net of any outstanding payables or other commitments for such funds, held by the Society for the Project for the additional contribution of \$1,000,000 on [DATE OF AMENDMENT]. The Second Audit Report will be prepared based on the guidelines of the American Institute of CPAs for an "Auditor's Report on a Specific Element". With the delivery of the Second Audit Report, the Society has no further responsibility to verify its pledges and funds for the Project.

ADVENTURE AFRICA PHASE III - RHINOS PROJECT AGREEMENT

**THIS ADVENTURE AFRICA PHASE III - RHINOS PROJECT AGREEMENT** (this "Agreement") is hereby entered into on 2/22/2024 by and between the Zoological Society of Milwaukee County, Inc., a Wisconsin not-for-profit corporation (the "Society"), and Milwaukee County, a Wisconsin municipal corporate body, represented by its Executive Director of the Milwaukee County Zoo (the "County").

**RECITALS**

In December 2013, the Milwaukee County Zoo (the "Zoo") and the Society completed a master plan to guide redevelopment and development of the Zoo for the next 20 years. Adventure Africa was listed as the initial priority for implementation.

Phase 1 of the Adventure Africa exhibit complex featured a new elephant habitat that opened in May 2019. Phase 2 of the Adventure Africa complex featuring hippos was opened in June 2020.

As part of the County 2020 capital budget that was duly adopted by the County, the parties entered into a memorandum of Understanding (the "2020 MOU"), whereby the parties agreed to begin the design of Adventure Africa Phase 3 Rhino Project, a capital project for the replacement of the former elephant habitat, renovation of the remainder of the Pachyderm complex, and addition of a central pathway through the Zoo (the "Project").

Section 6(a)(2) of the 2020 MOU states, "For each such capital project, the County and the Society will execute a specific agreement describing sources and uses of funds, procedures for transferring the Society's share of project costs to the County, program management, project schedule, County Architectural Services fees, and any other specific agreements. The Executive Zoo Director will submit each agreement to the Committee on Parks, Energy and Environment for approval prior to bidding the project."

The Milwaukee County Board of Supervisors has approved this Agreement via Resolution File No. 23-781, adopted on September 21, 2023 and authorized the Executive Zoo Director to execute this Agreement on the County's behalf.

The designs, plans and specifications for the Project have completed the schematic design phase so that the construction cost of the Project can be estimated (the "Schematic Design Documents"). The County has retained Gilbane Company (the "Construction Manager") pursuant to a construction contract to serve as the construction manager at risk (the "Construction Contract"). Total budgeted design costs for the Project were \$902,100, which were equally divided between and paid by the Society and the County. The parties now wish to enter into this Agreement to define each party's role and responsibility in regard to the completion of the Project's design, and final construction of the Project, and payment for such design and construction services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The information and definitions set forth in the Recitals are hereby incorporated into this Agreement by reference, as if fully set forth herein.

2. Construction and Design Costs.

(a) Based on the Schematic Design Documents, Construction Manager has estimated construction costs are \$22,209,691 (the “Contract Sum”). The Society will make a minimum cash contribution towards the Contract Sum of \$6,000,165 (the “Society’s Contribution”) and the County will make a cash contribution towards the Contract Sum not to exceed \$16,209,526 (the “County’s Contribution”). Any additional funds that may be raised by the Society will increase the Society’s contribution and lower the County’s contribution. It is anticipated that an estimated \$3,000,000 of savings may be available from the Life Support System of Adventure Africa Elephants Project (the “LSS Savings”) to assist in funding the Project, in which event the LSS Savings shall be used to adjust the Society’s Contribution and the County’s Contribution, with 50% of the LSS Savings being applied as a credit to the Society’s Contribution, and 50% of the LSS Savings being applied as a debit to the County’s Contribution. For example, if the full \$3,000,000 of LSS Savings is realized: (a) the Society’s Contribution shall consist of cash plus LSS Savings credit for a total of \$7,500,165; and (b) the County’s Contribution shall consist of cash plus LSS Savings debit for a total of \$14,709,526. Further, in no event will the LSS Savings or any additional funds raised by the Society be used to increase the Contract Sum.

(b) The County, in consultation with the Society, and based on the Schematic Design Documents, will finalize the designs, plans and specifications for the Project on or before February 9, 2024, and shall deliver the same to the Society upon their completion. Such final design documents shall be completed so that the final design documents are in sufficient detail to secure bids from subcontractors and suppliers and permits from government authorities having jurisdiction over the Project (the “Final Design Documents”). The Society’s Contribution shall include an amount not to exceed \$500,000 to be applied for the professional fees associated with the preparation of the Final Design Documents.

3. Project Approval. The Final Design Documents and the Contract Sum, including the Project’s integration in the Zoo park siting, landscaping, design, equipment, plan, specifications, and construction shall be subject to the written approval of the Society and the County, which approval of the County shall include approval by the Department of Administrative Services-Facilities Management (DAS-FM). The Society’s approval of the Project shall not be unreasonably conditioned, withheld or delayed, and shall not constitute, nor shall be deemed to be an approval of the Project’s compliance with applicable government laws, ordinances, or rules.

4. Construction of Project. Upon approval of the Final Design Documents and Contract Sum by the Society and the County, the County shall promptly begin, and shall have the sole responsibility for the construction of the Project, which construction shall be done in accordance with matters previously approved in writing by and between the parties. The County shall provide contract documents to the Society, obtain bids, secure contracts and administer the Project construction process through its completion. The County shall implement the Project with the intent based on the Construction Manager’s Schematic Design Estimate Schedule, that it will be completed and available for occupancy on or before July 3, 2025.

5. Source of Funds.

(a) Section 6(a)(3) of the 2020 MOU requires that any capital project where the County will share the cost of such capital project may not proceed until the County Board appropriates funds for such project and until the Society transfers its share of the appropriation or provides assurances acceptable to the County of the timely availability of such funds. The County shall appropriate and authorize for expenditure during the County's 2024 fiscal year the Contract Sum. The County shall then provide a preliminary listing of Project expenses and commitments to the Society in the fourth quarter of the calendar year. After performing a reconciliation of Project expenses and confirming that such expenses are consistent with the Contract Sum, the County shall provide an accounting of the Project expenses incurred along with the request for reimbursement of Project expenses incurred that is based on the proportional allocation established pursuant to in this Agreement. The parties shall be responsible for payment for each party's allocated share of the Contract Sum, as determined in accordance with Section 2 above, with the Society reimbursing the County by making payments to the County that will not exceed the Society's Contribution.

(b) For each year of Project implementation, the Society will provide its prorated share of that year's incurred costs. The minimum result will be Society contributions and/or in-kind work that equals \$6,000,165 of the total Project costs or \$7,500,165 if the surplus funds from Adventure Africa Elephants LSS are used for the rhino project. Any additional funds raised will increase the Society's contribution.

(c) If the Audit Report required under Section 8 below indicates that, based on the due date, pledge receivables plus cash flow schedule, that the Society needs to provide the County with financial assurance, Society will be required to provide a reserve of available funds or line of credit that bridges the gap in receivables and cash flow, before construction can begin.

(d) In-Kind Support. Upon the request by the Society, and upon written approval by the County, the Society may contract directly with third parties and provide materials, services, and/or equipment that is to be incorporated into the Project. The request from the Society shall include an estimate of the fair market value of such materials, services and/or equipment to be provided. The request will be provided to the Milwaukee County Zoo Executive Director, the Performance, Strategy and Budget Director, and Comptroller before the County provides approval. Upon completion or delivery of in-kind materials, services and/or equipment delivery, the Society will provide a final accounting of the fair market value of the materials, services, and/or equipment and costs in writing to the Milwaukee County Executive Zoo Director, Performance, Strategy and Budget Director, and Comptroller. The Contract Sum will be adjusted to reflect the fair market value of the in-kind scope of work. In the event that the County agrees to accept such monies or materials, in-kind services, and/or equipment, the County shall grant Society a credit against the Society's Contribution in an amount equal to the fair market value of such items.

6. Project Management. The budget for the Contract Sum includes fees and costs associated with the hiring of a project manager. The Milwaukee County DAS-FM and the Society selected John Tepler from Concord Group as the project manager to coordinate the activities of the Project (the "Project Manager"). The Project Manager's fees and costs for project management

services for the Project will not exceed 3.3% of the Contract Sum (the “Project Management Fee”), except as hereinafter permitted. Any change in the scope of the project management work to be performed by the Project Manager that may cause the Project Management Fee to be in excess of 3.3% of the Contract Sum shall be mutually agreed upon by both the Society and the County prior to the commencement of any such changed scope of work. The Project Manager, and such other personnel who are involved in the Project as the Society may reasonably request, shall meet with the Society periodically and as requested by the Society, and the Society is hereby granted access to the Project site for inspection and to all of the costs and records regarding the Project, including invoices and bills of material.

7. Contingency. The budget for the Contract Sum includes a contingency. The utilization of such contingency shall be mutually agreed upon by the County and the Society.

8. Records. Section 9 of the 2020 MOU states, “[t]he Society and the County shall provide each other access to all construction and other documents or records related to the construction of or disbursement of funds for capital improvement projects in which the Society participates. These documents and records shall include an accounting of the amount of funds received and disbursed by the Society and/or the County for a particular capital improvement project but shall not include any documents which would contain information regarding individual donors or other sources of such funds.” It is the responsibility of the Society to verify to the County the validity of pledges and funds received by the Society for the Project. In satisfaction of this responsibility, the Society hereby agrees to engage its external auditor to prepare an audit report of all pledge receivables, cash, and investments, net of any outstanding payables or other commitments for such funds, held by the Society for the Project as of the Society’s April 30, 2023, Audit of a Specific Element Report (the “Audit Report”). The Audit Report was prepared based on the guidelines of the American Institute of CPAs for an “Auditor’s Report on a Specific Element” and was delivered to the County on June 30, 2023. With the delivery of the Audit Report, the Society has no further responsibility to verify its pledges and funds for the Project.

9. Indemnification. No Party shall be required to indemnify or hold harmless the other Party for any of the other Party’s acts or omissions, or of the acts or omissions of their employees, officers, or agents irrespective of the time and location for those acts. Each Party shall be responsible for its own acts and omissions as well as the acts or omissions of its employees, officers, or agents. Notwithstanding the foregoing, nothing in this Agreement shall in any way constitute a waiver by any party of any immunity, liability limitation, limitation on the amount recoverable, or other protection available to the Party under Section 893.80, Wis. Stats., or any other applicable statute or law.

10. Insurance.

(a) County is a municipal body corporate that self-funds for general liability under Wis. Stat. §§ 893.80 and 895.46(1), and automobile liability under § 345.05. County is also permissibly self-insured under Wis. Stat. § 102.28(2)(b) for Workers’ Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Retentions and other costs of risk, including County contractual obligations, are financed under appropriation and fund accounting principles applicable to government operations.

(b) The Society agrees to maintain policies of insurance to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Society'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 under this Agreement. The Society shall provide evidence of the following coverages and minimum amounts: General Liability with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, Workers' Compensation Statutory limit, Employer's Liability with limit of \$100,000/\$500,000/\$100,000, Automobile Liability with a limit of \$1,000,000 per accident, and Umbrella Liability with limits of \$5,000,000 per occurrence/\$5,000,000 aggregate. Umbrella policy will follow form to underlying General, Employer's, and Automobile Liability policies. The County shall be named as an Additional insured on the General and Automobile policies as respects the services provided in the agreement. A Waiver of Subrogation shall be afforded to the County on the Worker's Compensation policy. The County acknowledges that the Society will not carry any Professional Liability coverage. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to the County. The insurance specified above shall be placed with a carrier approved to do business in the State of Wisconsin. The Society has provided to the County the Certificate of Insurance attached hereto as Exhibit B, and the County hereby acknowledges that the carriers identified in such Certificate of Insurance are acceptable to the County. Any Carrier changes post agreement acceptance must be A rated or better per AM Best's Rating Guide or pre-approved by the County Risk Manager.

(c) The Society agrees to require any consultants, contractors, and subcontractors it engages to perform engineering and/or design work to carry Professional Liability coverage with limits of not less than \$2,000,000 per occurrence/\$2,000,000 aggregate.

(d) Use of Facility and Naming Rights. The County shall be and remain the sole owner of the Project. The County agrees to maintain and staff such facility and make designated public space available for the use of the Society's members and general Zoo visitor public for the reasonable, useful life of the facility. In addition, the County and Society shall have reasonable access and use of the Project's designated public space without cost for events held or operated for the promotion of the Zoo or the Society. The County agrees that the Society is hereby granted the exclusive right to name the Project's facility or parts thereof (by use of a single name or multiple names), subject to the County's written approval, which shall not be unreasonably conditioned, withheld, or delayed, and upon such designation by the Society, the Zoo and County will thereafter, during the reasonable, useful life of the Project facility, refer in public to same by such name or names. The County will allow the Society to erect and maintain suitable name plates or other identifying signage that may be reasonably requested by the Society to effectuate such naming designation, and such costs are included in the Project budget. The County will execute such agreements as may be reasonably requested by the Society to confirm such naming rights.

11. No Private Business Use of the Project. The Society acknowledges that if the Project is financed with tax-exempt bonds, the County will be prohibited from using or permitting the use of the Project in a manner that would result in Private Business Use that would jeopardize the

tax-exempt status of the interest on any tax-exempt obligations issued by the County to finance the County's portion of the Project (the "Bonds"). "Private Business Use" means direct or indirect use in a trade or business carried on by any person other than a state or local government unit (as defined in Section 1.103-1 of the Treasury Regulations) or where an organization described in Section 501(c)(3) of the Code is treated as a state or local government unit (as defined in Section 1.103-1 of the Treasury Regulations) with respect to its activities which are not unrelated trades or businesses (without regard to whether the activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code), determined under Section 513(a) of the Code. Without limiting the foregoing, the Society agrees and acknowledges that the Comptroller of the County may reject any contract proposed by the Society to be entered into with respect to the Project if the Comptroller determines, in his or her sole reasonable discretion, that such contract may result in Private Business Use of any portion of the Project (including contracts for naming rights contemplated in Section 12 herein). Further, the Society's use of the Project described in Section 11 herein may be limited by the Comptroller of the County in any year to ensure that any Bonds maintain their tax-exempt status. This provision shall remain in force as long as the County has Bonds outstanding. The Society shall provide the Comptroller with any proposed contract referred to above before entering into such contract and shall, promptly upon the County's written request delivered at any time until the last Bond matures, provide the Comptroller of the County on behalf of the County a certificate (and any other information the County reasonably deems necessary) to evidence that the Society complied with this Section.

12. Public Records. The Parties understand that each are bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. sec. The Parties acknowledge that they are obligated to assist each other in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by the Party under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven years.

13. County Rights of Access and Audit. Society shall, not less than annually, submit to the Milwaukee County Office of the Comptroller copies of Society's audited financial statements. Furthermore, Society, its officers, directors, agents, partners and employees shall allow the County Audit Services ("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 Society related to matters under this MOU for a period of up to three years following the Expiration Date. Any personally identifiable personnel or donor information reviewed as part of any audit would not be recorded as part of County Audit Services Division's workpapers. Any of Society's contractors or subcontractors performing work under this MOU will be bound by the same audit terms as Society. All contracts, subcontracts, or other agreements for work performed under this MOU will include written notice that the parties understand and will comply with the requirement contained in Milwaukee County Ordinances § 34.095.



14. Independent Contractors. The parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties or constitute any party to be the agent of the other party for any purpose. No party shall have any authority to act for or bind the other party in any way, or to represent that it has such authority. The agents or employees of the one shall not be construed to be the agents or employees of the other. County employees shall remain employees of the County notwithstanding the fact that they may assist the Society.

15. Miscellaneous. This Agreement and the 2020 MOU contains the entire understanding of the parties with regard to the subject matter described herein, and it may only be amended by a writing duly executed and approved by both parties. This Agreement shall be governed by the laws of the State of Wisconsin.

*Jodi Gibson*

The following Parties hereby execute this Agreement:

**FOR MILWAUKEE COUNTY:**

**FOR Zoological Society of Milwaukee :**

BY: *Amos D Morris, Jr.* DATE: 2/14/2024

BY: *Derek Tyus* DATE: 2/22/2024

NAME: Amos D Morris, Jr.

NAME: Derek Tyus

TITLE: Zoo Director

TITLE: Chair, Zoological Society of Milwaukee

DEPARTMENT: Zoo

**REVIEWED AS TO INSURANCE REQUIREMENTS:**

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

BY: *Adam J. Abelson* DATE: 2/16/2024  
**Risk Manager**  
Office of Risk Management

BY: *Lamont Robinson* DATE: 2/19/2024  
**Office of Economic Inclusion**

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

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

BY: *John P. Blum* DATE: 2/16/2024  
**Milwaukee County Comptroller**  
Office of the Comptroller

BY: *Qudd Talack* DATE: 2/15/2024  
**Corporation Counsel**  
Office of Corporation Counsel

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

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

BY: *David Crowley* DATE: 2/19/2024  
**David Crowley, County Executive**  
Office of the County Executive

BY: *Scott E. Brown* DATE: 2/21/2024  
**Corporation Counsel**  
Office of Corporation Counsel

<b>CONTRACT FORM</b> 1684 R9		Hover over the red triangles below for help	<b>INFOR CONTRACT NUMBER</b>
			n/a
<b>CONTRACT TYPE</b> (select one)	<b>CONTRACT CLASSIFICATION (AGENCY)</b> (select one)		<b>DEPARTMENT'S INTERNAL CONTRACT NUMBER</b> if applicable
REVENUE ONLY	120 CAPITAL PROJECTS		

**A professional services contractor shall not perform any work unless or until all appropriate officials have signed a written contract.**

Will all signers fully sign this contract before work is performed?  YES  YES

If responding NO, please provide supporting documentation.

**Did you obtain Board approval or passive review to enter into this contract or amendment or extension? Select one:**

<input type="checkbox"/> YES	If yes, attach and list Legistar File: _____ 23-781	Date Approved or Reviewed: _____ 9/25/2023
<input type="checkbox"/>	If yes, attach and list Mental Health Board Agenda Item: _____	Date Approved or Reviewed: _____
<input type="checkbox"/>	If no, why is Board approval not required? _____	

<b>SUPPLIER NAME</b>		<b>SUPPLIER NUMBER</b>
n/a		n/a
<b>VENDOR NAME</b>		<b>VENDOR NUMBER</b>
Zoological Society of Milwaukee		101036
<b>CONTRACT NAME</b>		<b>CHARACTERS</b>
2024 - Rhino Construction Revenue Agreement - MCZ/ZSM Rhino Project		67

**DESCRIPTION** (If applicable, preface with Amendment \_ to) Year - Contract label - for (summarize scope of services) - Further summarize the scope. Summarize actions taken by any amendment. DocuSign Envelope \_

The Zoological Society will contribute a minimum of \$6,000,165 to the construction cost and the County's share will not exceed \$16,209,526 per Legistar file 23-781 (MCZ/ZSM Adventure Africa Rhinos). In addition, Legistar file 23-919 (Rhino Project 2025 Bond Advancement) advances the 2025 County bond amount of \$9,248,410 to 2024. DocuSign envelope: 1fb9ae3f-90e4-458c-b350-fc69800f37d8

EFFECTIVE DATES:		LENGTH OF CONTRACT	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
Effective Date	Expiration Date	(IN MONTHS)		
upon signing	until project completion	unknown due to construction schedule		\$ 6,000,165.00

ACCOUNTING INFORMATION											
Year to be Encumbered or earned	Line No.	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description	Amount to be Encumbered or Earned
2024-project completion	1	120	1575	49019				WZ014101		sub-project: WZ0141012 min of: (to be earned)	\$6,000,165.00

**If a Grant or Revenue Contract: COUNTY MATCH/RESPONSIBILITIES**

The Zoological Society will contribute a minimum of \$6,000,165 to the construction cost and the County's share will not exceed \$16,209,526 per Legistar file 23-781 (MCZ/ZSM Adventure Africa Rhinos). In addition, Legistar file 23-919 (Rhino Project 2025 Bond Advancement) advances the 2025 County bond amount of \$9,248,410 to 2024.

Shannon Zoccoli	2/13/2024	Administrative Services Coordinator
<b>Prepared By</b>	<b>Date Prepared or Corrected</b>	<b>Title</b>
<i>vera westphal</i>	2/14/2024	Deputy Zoo Director
<b>Signature of person with signature card authority to commit these funds</b>	<b>Date</b>	<b>Title</b>
<b>Signature of person with signature card authority to commit these funds</b>	<b>Date</b>	<b>Title</b>

If this contract commits funds from multiple areas and if the signer above does not have authority for all areas, then request an additional signature of an authorized signer below.

The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.

Print this page as a pdf. Upload the pdf to the DocuSign envelope that contains your contract or amendment. Use DocuSign to obtain the Signature of the person with signature card authority to sign contracts that commit these funds.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/28/2023

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

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

<b>PRODUCER</b> The Horton Group 10320 Orland Parkway Orland Park IL 60467	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> 708-845-3000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certificates@thehortongroup.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> ZOOLSOC-01 Zoological Society of Milwaukee County Milwaukee 10005 W. Bluemound Road Milwaukee WI 53226	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A :</b> Cincinnati Insurance Company</td> <td style="width: 20%; text-align: center;"><b>NAIC #</b> 10677</td> </tr> <tr> <td><b>INSURER B :</b> State Fund Mutual Insurance Co</td> <td style="text-align: center;">11347</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER A :</b> Cincinnati Insurance Company	<b>NAIC #</b> 10677	<b>INSURER B :</b> State Fund Mutual Insurance Co	11347	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
<b>INSURER A :</b> Cincinnati Insurance Company	<b>NAIC #</b> 10677												
<b>INSURER B :</b> State Fund Mutual Insurance Co	11347												
<b>INSURER C :</b>													
<b>INSURER D :</b>													
<b>INSURER E :</b>													
<b>INSURER F :</b>													

**COVERAGES      CERTIFICATE NUMBER: 179216133      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ETD 0515630	12/9/2023	12/9/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$						
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GENERAL AGGREGATE	\$ 2,000,000																										
PRODUCTS - COMP/OP AGG	\$ 2,000,000																										
	\$																										
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETD 0515630	12/9/2023	12/9/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$										
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BODILY INJURY (Per accident)	\$																										
PROPERTY DAMAGE (Per accident)	\$																										
	\$																										
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			ETD 0515630	12/9/2023	12/9/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$		\$														
EACH OCCURRENCE	\$ 5,000,000																										
AGGREGATE	\$																										
	\$																										
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N    N / A <input checked="" type="checkbox"/> N    N / A			55171.112	12/9/2023	12/9/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td></td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER		E.L. EACH ACCIDENT				\$ 500,000	E.L. DISEASE - EA EMPLOYEE				\$ 500,000	E.L. DISEASE - POLICY LIMIT				\$ 500,000
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E.L. DISEASE - EA EMPLOYEE				\$ 500,000																							
E.L. DISEASE - POLICY LIMIT				\$ 500,000																							

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Additional insured on a primary and non-contributory basis with respect to general liability and auto liability only when required by written contract. Waiver of subrogation in favor of the additional insured will apply to general liability only when required by written contract. Umbrella follows form.

<b>CERTIFICATE HOLDER</b>  For Information Purposes Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Milwaukee County

## Legislation Details (With Text)

**File #:** 23-781      **Version:** 1      **Name:** Rhino Agreement MCZ/ZSM  
**Type:** Action Report      **Status:** Signed  
**File created:** 8/15/2023      **In control:** County Clerk  
**On agenda:**      **Final action:** 9/25/2023  
**Title:** From the Executive Zoo Director, requesting approval to enter into an agreement with the Zoological Society of Milwaukee for the construction of a new Rhino habitat for the Milwaukee County Zoo. (Referred to the Committee on Parks and Culture for INFORMATIONAL PURPOSES ONLY per Section 59.52(31)(d), Wisconsin State Statutes; Referred to the Committee on Finance)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. 23-781 REPORT, 2. 23-781 RESOLUTION, 3. 23-781 FISCAL NOTE, 4. 23-781 DRAFT ADVENTURE AFRICA PHASE III AGREEMENT, 5. 23-781 DISTRICT 15 CORRESPONDENCE (received 09/13/23), 6. 23-781 ZOOLOGICAL SOCIETY OF MILWAUKEE RESPONSE (received 09/13/23), 7. 23-781 POWERPOINT (09/14/23), 8. 23-781 COUNTY BOARD RESOLUTION, 9. 23-781 SIGNATURE PAGE

Date	Ver.	Action By	Action	Result
9/25/2023	1	County Executive	SIGNED	
9/21/2023	1	Milwaukee County Board of Supervisors	ADOPTED	Pass
9/14/2023	1	Committee on Finance	RECOMMENDED FOR ADOPTION	Pass
9/12/2023	1	Committee on Parks and Culture	DISCUSSED WITH NO ACTION TAKEN.	
8/30/2023	1	Board Chairwoman	REFERRED	
8/30/2023	1	Board Chairwoman	REFERRED	

From the Executive Zoo Director, requesting approval to enter into an agreement with the Zoological Society of Milwaukee for the construction of a new Rhino habitat for the Milwaukee County Zoo. **(Referred to the Committee on Parks and Culture for INFORMATIONAL PURPOSES ONLY per Section 59.52(31)(d), Wisconsin State Statutes; Referred to the Committee on Finance)**

**Certificate Of Completion**


Envelope Id: 1FB9AE3F90E4458CB350FC69800F37D8	Status: Completed
Subject: Please DocuSign: 2024 - Zoological Society - Rhino Agreement (Revision)- MCZ	
Source Envelope:	
Document Pages: 11	Signatures: 9
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Shannon Zoccoli
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	Shannon.Zoccoli@milwaukeecountywi.gov
	IP Address: 204.194.251.3

**Record Tracking**

Status: Original	Holder: Shannon Zoccoli	Location: DocuSign
2/13/2024 1:47:31 PM	Shannon.Zoccoli@milwaukeecountywi.gov	

**Signer Events**

	<b>Signature</b>	<b>Timestamp</b>
<p>Amos D Morris, Jr. amos.morris@milwaukeecountywi.gov Zoo Director Zoo Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 190.197.107.190 Signed using mobile</p>	<p>Sent: 2/14/2024 9:33:35 AM Viewed: 2/14/2024 8:00:02 PM Signed: 2/14/2024 8:01:26 PM</p>
<p>Judd Taback Judd.Taback@milwaukeecountywi.gov Assistant Corp. Counsel, Office of Corporation Counsel Milwaukee County 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>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 2/14/2024 8:01:28 PM Viewed: 2/15/2024 9:50:09 AM Signed: 2/15/2024 9:50:28 AM</p>
<p>Lamont Robinson lamont.robinson@milwaukeecountywi.gov Director, CBDP Milwaukee County Signing Group: Office of Economic Inclusion Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 3/11/2022 1:45:06 PM ID: be35eacc-f2fa-4b7c-8e88-b25355c2d517</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	<p>Sent: 2/14/2024 8:01:29 PM Viewed: 2/19/2024 9:12:06 AM Signed: 2/19/2024 9:12:35 AM</p>
<p>Comptroller Contract ComptrollerContractSignature@milwaukeecountywi.gov Comptroller Contract 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: 204.194.251.3</p>	<p>Sent: 2/14/2024 8:01:31 PM Viewed: 2/16/2024 10:15:07 AM Signed: 2/16/2024 10:15:20 AM</p>

Signer Events	Signature	Timestamp
<p>Adam J. Abelson  Adam.Abelson@milwaukeecountywi.gov  Director of Risk Management  Signing Group: Risk Management  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	  Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5	<p>Sent: 2/14/2024 8:01:31 PM  Viewed: 2/16/2024 4:00:28 PM  Signed: 2/16/2024 4:00:35 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>	  Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3	<p>Sent: 2/19/2024 9:12:39 AM  Viewed: 2/19/2024 9:31:56 AM  Signed: 2/19/2024 9:32:08 AM</p>
<p>Scott F. Brown  scott.brown@milwaukeecountywi.gov  Deputy Corporation Counsel  Milwaukee County  Signing Group: Corporation Counsel  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	  Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5	<p>Sent: 2/19/2024 9:32:10 AM  Viewed: 2/21/2024 9:57:42 AM  Signed: 2/21/2024 9:57:46 AM</p>
<p>Jodi Gibson  jodig@zoosociety.org  President  Zoological Society of Milwaukee  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	  Signature Adoption: Pre-selected Style Using IP Address: 207.67.44.34	<p>Sent: 2/21/2024 9:57:49 AM  Viewed: 2/21/2024 11:50:02 AM  Signed: 2/21/2024 11:52:51 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 11/5/2021 4:07:20 PM  ID: 5a7c455b-fe33-4bb1-9ce9-be551e083874</p>		
<p>Derek Tyus  dtyus@wbmi.com  Chair, Zoological Society of Milwaukee  Zoological Society of Milwaukee  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 2/22/2024 11:52:54 AM  ID: cff6d107-a5e6-42ef-9519-b6f22766f5b5</p>	  Signature Adoption: Drawn on Device Using IP Address: 23.100.233.70	<p>Sent: 2/21/2024 11:52:54 AM  Viewed: 2/22/2024 11:52:54 AM  Signed: 2/22/2024 11:54:37 AM</p>

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
<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>	<b>COPIED</b>	Sent: 2/14/2024 8:01:30 PM
<p>Chris Fifarek Christopher.Fifarek@milwaukeecountywi.gov Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 2/22/2024 11:54:39 AM
<p>Maria Pinto Marialuisa.Pinto@milwaukeecountywi.gov Fiscal Assistant - Zoo Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 2/22/2024 11:54:39 AM
<p>Vera Westphal Vera.Westphal@milwaukeecountywi.gov Deputy Zoo Director Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 6/18/2018 4:31:10 PM ID: f562a5c6-39e4-4223-bdb0-8148a0d4ddc3</p>	<b>COPIED</b>	Sent: 2/22/2024 11:54:39 AM
<p>Joseph Lamers Joseph.Lamers@milwaukeecountywi.gov Director, Milwaukee County Office of Strategy, Budget and Performance Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 2/22/2024 11:54:39 AM
<p>Procurement procurementapprovalrequest@milwaukeecountywi.gov ov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 2/22/2024 11:54:39 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2024 9:33:35 AM



<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Certified Delivered	Security Checked	2/22/2024 11:52:54 AM
Signing Complete	Security Checked	2/22/2024 11:54:37 AM
Completed	Security Checked	2/22/2024 11:54:39 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **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.

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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
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\*\* 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.