

SECOND AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT (this “Amendment”) is effective as of the 3rd day of August, 2020 (the “Effective Date”), between MILWAUKEE PUBLIC MUSEUM, INC., a Wisconsin nonstock, nonprofit corporation (“Milwaukee Public Museum”), and MILWAUKEE COUNTY, WISCONSIN, a political subdivision of the State of Wisconsin (the “County”).

RECITALS

A. Pursuant to a Lease and Management Agreement dated as of August 15, 2013 by and between Milwaukee Public Museum and County (“Agreement”), Milwaukee Public Museum leases from the County the Building located at 800 W. Wells Street, Milwaukee, WI, 53233.

B. The Agreement contemplated a base level of funding of operations from the County to the Milwaukee Public Museum as long as certain minimum criteria were achieved. Due to the COVID-19 pandemic, the Milwaukee Public Museum has been closed to the public since March 22, 2020 and when it does open again, the expectations are that the attendance levels will be at only a fraction of normal attendance. Due to these unforeseen circumstances, the Milwaukee Public Museum will not have annual attendance in excess of 400,000 for its Fiscal Years ending August 31, 2020 and August 31, 2021.

C. In addition, due to the decreased attendance and possible decreases in donations due to the pandemic, the Milwaukee Public Museum may not have positive unrestricted operating earnings as defined by unrestricted operating income plus depreciation greater than zero for its Fiscal Years ending August 31, 2020 and August 31, 2021.

AGREEMENT

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the terms, covenants and conditions of this Amendment, Milwaukee Public Museum and the County agree as follows:

1. **Base Level Funding of Operations.** Section 5.3 of the Agreement is amended to read as follows:

“**Section 5.3 Base Level Funding of Operations.**

During the Initial Term of this Agreement, and subject to the following paragraphs in this Section, the County shall pay the Milwaukee Public Museum the following amounts as Base Level Funding for the management and operation of the Museum:

Milwaukee Public Museum Fiscal Year	Funding
2014	\$3,500,000
2015	\$3,500,000

2016	\$3,500,000
2017	\$3,500,000
2018	\$3,500,000
2019	\$3,500,000
2020	\$3,500,000
2021	\$3,200,000
2022	\$3,000,000

If the Milwaukee Public Museum has received at least \$5.0 Million in cash and donor commitments for capital spending related to the Site, Building, exhibits, or donor gifts and commitments for its Relocation Strategy (“\$5 Million Commitment”), then the Base Level Funding will increase to a total of \$3,500,000 each year from 2021 through 2022. Cash and Donor Commitments to Exhibits, in the \$5.0 million goal, is limited to \$1.0 million. “Relocation Strategy” as used herein means Milwaukee Public Museum’s efforts to develop a smaller more efficient building to make Milwaukee Public Museum more sustainable. Eligible Relocation Strategy expenses include, without limitation, consulting fees related to the feasibility of the Relocation Strategy, architectural study and design fees, and contributions related to any replacement facility. Milwaukee Public Museum will provide evidence of the \$5 Million Commitment by December 31, 2020.

The Base Level Funding is predicated on Milwaukee Public Museum meeting or exceeding certain contingencies and operating goals. The Milwaukee Public Museum's annual financial reports are based on a year end of August 31st which shall also be the date of determining compliance with the conditions. The external auditor for the Milwaukee Public Museum shall prepare a schedule showing each of these conditions, and the status as of the most recent year end date, and submit such report to the County. Any non-compliance will reduce the payment for the subsequent calendar year. In the event the Milwaukee Public Museum fails to meet or exceed any one of the following conditions, the County may reduce the Base Level Funding set forth above or in the preceding paragraph by \$250,000 for any subsequent year:

- a) Milwaukee Public Museum will obtain donor commitments for any remaining Milwaukee Public Museum bank debt, estimated to be approximately \$1,500,000, by December 15, 2015.
- b) Attendance of the Museum, its theater/planetarium and special exhibits, events and programs exceeds 400,000 during the preceding fiscal year, except for Fiscal Years 2020 and 2021 where there will be no attendance requirements;
- c) Milwaukee Public Museum generates positive unrestricted operating earnings as defined by unrestricted operating net income plus depreciation is greater than zero, except for Fiscal Years 2020 and 2021 where there will be no requirements;
- d) Total Milwaukee Public Museum Endowment net assets are a minimum of \$1,550,000 in unrestricted net assets.

- e) Milwaukee Public Museum's Total Net Assets continue to exceed the value as of fiscal year end 2013 audited results excluding gains associated with pension contribution and gift commitments for debt elimination.
- f) Any new debt, except for working capital, collateralized debt by donor pledges or personal assets, is approved by the County Executive or designee.

The base level funding in respect of each particular Milwaukee Public Museum calendar year shall be paid in equal quarterly installments due on or before the first day of each January, April, July and October. In the event any of these dates is on a non-banking day, such as a holiday or weekend, then the payment will be made on the first business day after the first of the month noted.

The Base Level Funding may be further reduced by the County for any obligations under this Agreement that the Milwaukee Public Museum fails to perform, including, but not limited to, any obligations under Article III.”

2. **Entire Agreement.** This Amendment contains the entire agreement between the parties with respect to the subject matter hereof, and any prior negotiations, correspondence, memoranda or agreements are superseded in total by the Agreement as amended by the Amendment.

3. **Counterparts.** This Amendment may be executed in counterpart, each of which shall be deemed to be an original, but all of which shall constitute one and the same document.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Milwaukee Public Museum, and the County have each caused this Agreement to be duly executed and delivered in Milwaukee, Wisconsin, as of the day, month, and year first written above.

MILWAUKEE PUBLIC MUSEUM

MILWAUKEE PUBLIC MUSEUM, INC.

By: _____
Name: _____
Title: _____

State of Wisconsin)
 : SS
Milwaukee County)

 This instrument was acknowledged before me on _____ by
_____ as _____ of
_____.

[Seal]

(_____)
Notary Public, State of Wisconsin
My commission _____

COUNTY:

MILWAUKEE COUNTY, WISCONSIN

By: _____

Name: David Crowley

Title: County Executive

State of Wisconsin)

: SS

Milwaukee County)

This instrument was acknowledged before me on _____ by David Crowley as County Executive of Milwaukee County.

[Seal]

Notary Public, State of Wisconsin

My commission _____

Approved with regards to County Ordinance Chapter 42:

By: Lamont Robinson Date: 8/13/2020
Community Business Development Partners

Reviewed by:

By: Megan Rogers Date: 8/20/2020
Risk Management

Approved for execution:

By: Paul Kuglitsch Date: 8/31/2020
Corporation Counsel

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):

By: [Signature] Date: 8/26/2020
Comptroller

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

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From the Director, Economic Development Division, Department of Administrative Services, requesting authorization to enter a second amendment to the lease and management agreement between Milwaukee Public Museum, Inc. and Milwaukee County, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Milwaukee County (the County) entered into a Lease and Management Agreement (the Agreement) with the Milwaukee Public Museum, Inc. (MPM), whereby the County would own the current museum building at 800 West Wells Street, and all of the artifacts, exhibits, and other items of historical or scientific value or significance, owned or held by the County, and used or intended to be used for exhibition, display, education, or research, in connection with the activities and operations of the museum; and

WHEREAS, the County would lease the current building, the personal property, and the artifacts to MPM, and MPM would undertake the primary responsibility for managing and operating the museum (File No. 13-598); and

WHEREAS, through this Agreement, the County agreed to reimburse MPM \$3,500,000 per year in support of the operation of the museum from the commencement of the Agreement through at least 2022 unless a number of performance criteria were not met, whereby the funding amount would be decreased; and

WHEREAS, due to the current coronavirus disease (COVID-19) pandemic, it is not possible for MPM to meet its conditions of attendance and operating earnings for its Fiscal Years 2020 and 2021; and

WHEREAS, the Committee on Parks, Energy, and Environment, at its meeting of July 10, 2020, recommended adoption of File No. 20-482 (vote 4-0); now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes and approves the proposed Amendments to the Lease and Management Agreement (the Agreement), hereto attached to this file; and

BE IT FURTHER RESOLVED, the Amendments to the Agreement are subject to approval by the Milwaukee Public Museum Board of Directors.



Milwaukee County

Signature Copy

Action Report: 20-482

File Number: 20-482

From the Director, Economic Development Division, Department of Administrative Services,
requesting authorization to enter a second amendment to the lease and management agreement
between Milwaukee Public Museum, Inc. and Milwaukee County.

[Enter body here]

The attached resolution or ordinance was adopted by the Milwaukee County Board of Supervisors
on 7/23/2020 by the following vote:

Ayes: 17 Clancy, Cullen, Czarnecki, Goodwin Sr., Haas, Johnson Jr., Logsdon,
Martin, Ortiz-Velez, Rolland, Shea, Staskunas, Sumner, Taylor,
Wasserman, Weishan Jr., and Nicholson

Excused: 1 Moore Omokunde

Certification to County Marcelia Nicholson
Board Passage Marcelia Nicholson

Date JUL 23 2020

Certification of County George Christenson
Board Passage George Christenson

Date JUL 23 2020

I approve the attached [Signature]
resolution or ordinance.

Date 8/3/2020

Received by County George Christenson
Clerk's Office George Christenson

Date AUG 03 2020

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: June 17, 2020

TO: Marcelia Nicholson, Chairwoman, Milwaukee County Board of Supervisors

FROM: Aaron Hertzberg, Director, Department of Administrative Services, Economic Development Division
Dr. Ellen Censky, President & Chief Executive Officer, Milwaukee Public Museum
Prepared by: Adam Stehly, Project Manager, DAS-ED & Ryan O'Desky, CFO, MPM

SUBJECT: AN ACTION REPORT REQUESTING AUTHORIZATION TO ENTER A SECOND AMENDMENT TO THE LEASE AND MANAGEMENT AGREEMENT BETWEEN MILWAUKEE PUBLIC MUSEUM, INC. AND MILWAUKEE COUNTY

REQUEST

Authorization to execute a Second Amendment to Lease and Management Agreement to avoid a default of commitments and maintain existing funding, each of which is a result of the COVID-19 pandemic.

PREVIOUS LEGISLATION

File 13-598 – Action Report – Authorization to Execute a Lease and Management Agreement with MPM
File 18-532 – Action Report – Authorization to Execute an Amendment to Lease and Management Agreement with MPM
File 20-16 – Informational Report – MPM Presentation on Financial Statements

REPORT

On August 15, 2013, Milwaukee County (“County”) entered into a Lease and Management Agreement (“Agreement”) with the Milwaukee Public Museum, Inc. (“MPM”) whereby the County would own the current museum building at 800 West Wells Street and all of the artifacts, exhibits, and other items of historical or scientific value or significance owned or held by the County and used or intended to be used for exhibition, display, education or research in connection with the activities and operations of the museum and the County would lease the current building, the personal property, and the artifacts to MPM, and MPM would undertake the primary responsibility for managing and operating the museum.

The initial term of the agreement is through December 31, 2022 and can be automatically extended for four (4) successive periods of five (5) years each through December 31, 2042.

Through this Agreement, the County agreed to reimburse MPM \$3,500,000 per year in support of the operation of the Museum from the commencement of the Agreement through at least 2022 unless a number of performance criteria were not met, whereby the funding amount would be

decreased by \$250,000 annually thereafter.

This Amendment seeks to change two of these criteria.

1. The criteria that Annual attendance of the Museum, its theater/planetarium and special exhibits, events and programs, exceeds 400,000 during the preceding fiscal year.
2. The criteria that the Milwaukee Public Museum generates positive unrestricted operating earnings as defined by unrestricted operating net income plus depreciation is greater than zero.

If these changes in criteria are not memorialized, then MPM risks being in default of the Agreement. With regard to the first criteria, museums worldwide are either closed down, or are experiencing unprecedented decreases in attendance levels due to COVID-19. The expectations are that this decline in attendance will continue until there is a vaccine which could be a year or longer away. This loss of attendance leads to a direct impact on the second criteria. Based on current forecasting, MPM anticipates that its revenue for its Fiscal Year ending August 31, 2020 could be up to 30% below expectations and prior year. The budget process for the Fiscal Year ending August 31, 2021 is just getting started, but expectations are it will be a difficult year from an attendance perspective as well as membership and fundraising, based on information from past epidemics and on what is happening currently across the world. In tandem, these criteria may result in MPM being unable to achieve positive unrestricted operating income net assets for both FY 2020 and 2021.

The full allocation of \$3.5M becomes incrementally more important as other revenues for the museum are at risk. Reduction would put the County's cultural assets in jeopardy. Even though MPM continues its fundraising efforts with results that are currently in line with expectations, membership and event revenue are down dramatically. Future economic commitments become less predictable than in years past. Currently, MPM also maintains the employee benefits for employees who have been furloughed (57 of the 129 total employees).

The metrics of the Agreement are in place to ensure that MPM acts on behalf of the County as its steward of the artifacts and collections, to promote these cultural assets. The intent does not appear to provide a path to punishment when faced with the headwinds of a global pandemic. Through alternative programming utilizing social media and other web-based platforms and working directly with public school teachers and parents, MPM is making the best possible efforts to continue its primary mission and deliver on its commitment to serve the County and its citizens. In the two months following the closure to the public, MPM touched over 1 million citizens and directly engaged with more than 182,000 of them. MPM continues to grow these efforts as we are closed. This would not be possible without the funding provided by the County.

RECOMMENDATION

The Department of Administrative Services and MPM, with collaboration and review from the Comptroller's Office and the Office of Corporation Counsel, seek to amend this Agreement as follows:

1. The criteria for annual attendance of the Museum, its theater/planetarium and special exhibits, events, and programs be waived for the Museum Fiscal Years 2020 and 2021.

2. The criteria that the Museum have positive unrestricted operating earnings as defined by unrestricted operating net income plus depreciation being greater than zero be waived for the Museum Fiscal Years 2020 and 2021.

The original lease is attached to this report as Exhibit A, and the proposed amendment is included as Exhibit B.

FISCAL IMPACT

These amendments update the existing lease to clarify performance criteria for MPM to achieve the funding levels as established in 2013 and as previously approved by the County Board. The updates reflect current conditions due to the COVID-19 pandemic. The County's present contribution levels do not change with these amendments, and therefore there is no associated immediate fiscal impact. The amendments do not impact or reduce any of the additional performance criteria MPM is required to meet in order to receive County funds.

Aaron Hertzberg

Digitally signed by Aaron Hertzberg
DN: c=us, o=Milwaukee County, ou=County Board, ou=Office of Economic Development, ou=Aaron Hertzberg, email=Aaron.Hertzberg@milwaukee.gov, cn=Aaron Hertzberg

Aaron Hertzberg
Economic Development Director

[Handwritten Signature]
Dr. Ellen Censky Ryan O'Desky
President & CEO, Milwaukee Public Museum
CFD + COU

- Cc: David Crowley, County Executive
Mary Jo Meyers, Chief of Staff, Office of the County Executive
Kelly Bablitch, Chief of Staff, County Board
Supervisor Jason Haas, Chairman, Finance and Audit Committee
Finance and Audit Committee Members
Shanin Brown, Committee Coordinator
Steve Cady, Director of Research and Policy
Supervisor Sheldon Wasserman, Chairman, Parks, Energy and Environment Committee
Parks, Energy and Environment Committee Members
Kelsey Evans, Committee Coordinator, Office of the County Clerk
Emily Peterson, Research & Policy Analyst
Julie Landry, Director, Department of Administrative Services
Guy Smith, Executive Director, Milwaukee County Parks
Scott Manske, Comptroller
Joe Lamers, Director, Office of Performance, DAS-PSB
Vince Masterson, Capital Budget Coordinator, DAS-PSB
Ryan O'Desky, Chief Financial Officer, Milwaukee Public Museum

MILWAUKEE COUNTY FISCAL NOTE FORM**DATE:** 6/1/20Original Fiscal Note Substitute Fiscal Note **SUBJECT:** Second Amendment to Lease & Management Agreement between Milwaukee Public Museum Inc. and Milwaukee County**FISCAL EFFECT:**

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	250,000	250,000
	Revenue		
	Net Cost	250,000	250,000
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. Milwaukee County and Milwaukee Public Museum, Inc. (MPM) have an effective Lease and Management Agreement executed on August 5, 2013 through December 31, 2022 with successive extensions to 2042. An amendment is requested to modify the following:

1. The criteria for annual attendance of the Museum, its theater/planetarium and special exhibits, events, and programs be waived for the Museum Fiscal Years 2020 and 2021.
2. The criteria that the Museum have positive unrestricted operating earnings as defined by unrestricted operating net income plus depreciation being greater than zero be waived for the Museum Fiscal Years 2020 and 2021.

B. No additional direct costs are anticipated for the current budget year

C. The 2020 adopted budget includes an appropriation for Milwaukee Public Museum of \$3,500,000. Under the current agreement, the minimum required appropriation from Milwaukee County for 2021 is \$3,200,000. An amendment in 2018, increased the minimum contribution to \$3,500,000 in 2019 & 2020, resulting in an increased commitment by Milwaukee County of \$150,000 in 2019 and \$300,000 in 2020. If MPM achieves fundraising goals by December 31, 2020, contributions remain at \$3,500,000 through 2022. If the goals are not achieved, Milwaukee County contributions revert back to the original schedule in 2021. Based on this Amendment, there would be no decrease in the appropriation from Milwaukee County for 2020 or 2021 for the Milwaukee Public Museum not obtaining its required attendance goals and minimum operating earnings due to the COVID-19 pandemic.

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

D. This analysis assumes that MPM has not achieved the \$5 million dollar fundraising goal outlined in the executed Lease and Management Agreement from 2013.

Department/Prepared By DAS - Economic Development - Adam Stehly, Project Manger

Authorized Signature

AaronHertzberg

Digitally signed by AaronHertzberg
DN: dc=cnty, dc=mke, ou=MilwaukeeCounty, ou=Users,
ou=DAS-ECONOMIC DEVELOPMENT, cn=AaronHertzberg,
email=Aaron.Hertzberg@milwaukeecountywi.gov
Date: 2020.06.18 11:55:19 -05'00'

Did DAS-Fiscal Staff Review? Yes No
Did CBDP Review?² Yes No Not Required

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

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

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 9th Floor 633 Building	CONTRACT TYPE		
	Professional Service - Operating		
	Professional Service - Capital		
	Purchase of Service		
	Preliminary		Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
DAS - Department of Administrative Services	970	9711

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
70422			X	

NAME OF VENDOR	ADDRESS
Milwaukee Public Museum	800 West Wells Street Milwaukee, WI 53202

TAX I.D. NO.	EFFECTIVE DATES: <small>begin date</small> <small>end date</small>	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	09/01/20 08/31/21	48		\$7,000,000

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
2020		0001	970	9711			8299				\$ 3,500,000.00
2021		0001	970	9711			8299				\$ 3,500,000.00

PURPOSE OF CONTRACT

Lease and Management Agreement whereby Milwaukee County owns the museum building and its artifacts, exhibits and other items of historical and scientific value or significance. County agrees to waive the following for both Museum fiscal years 2020 and 2021 (Museum fiscal year being September-August): 1. The criteria that Annual attendance of the museum, its theater/planetarium and special exhibits, events and programs, exceeds 400,000 during the preceding fiscal year. 2. The criteria that the Milwaukee Public Museum generates positive unrestricted operating earnings as defined by unrestricted operating net income plus depreciation is greater than zero.

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

If YES, give County Board File No. 20-482 Date Approved 07/23/20

If NO, why is County Board approval not required? _____

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

Is Vendor a certified professional service DBE? YES NO

Adam Stehly	08/12/20	Project Manager/Lease Manager
Prepared By	Date	Title
Signature of County Administrator	Date	Economic Development Director
		Title

Certificate Of Completion


Envelope Id: F03B540E658A462B8DCC487F5CFF13F2	Status: Completed
Subject: Please DocuSign: MPM Lease and Management Agreement Amendment.docx, 20-482 COUNTY BOARD RESOLUT...	
Source Envelope:	
Document Pages: 14	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Adam Stehly
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	Adam.Stehly@milwaukeecountywi.gov
	IP Address: 204.194.251.3

Record Tracking


Status: Original	Holder: Adam Stehly	Location: DocuSign
8/13/2020 10:56:24 AM	Adam.Stehly@milwaukeecountywi.gov	

Signer Events

Signer Events	Signature	Timestamp
Lamont Robinson lamont.robinson@milwaukeecountywi.gov Director, CBDP Milwaukee County Signing Group: Community Business Development Partners Security Level: Email, Account Authentication (None)		Sent: 8/13/2020 2:25:05 PM Viewed: 8/13/2020 3:45:28 PM Signed: 8/13/2020 3:45:52 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3	

Megan Rogers megan.rogers@milwaukeecountywi.gov Interim Director Milwaukee County Signing Group: Risk Management Security Level: Email, Account Authentication (None)		Sent: 8/13/2020 3:45:54 PM Viewed: 8/20/2020 6:50:13 AM Signed: 8/20/2020 6:51:02 AM
Electronic Record and Signature Disclosure: Accepted: 11/15/2018 8:01:37 AM ID: b9a5cb95-855d-440c-886b-36b20bdadc17	Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5	

Scott Manske ComptrollerSignature@milwaukeecountywi.gov Comptroller Milwaukee County Security Level: Email, Account Authentication (None)		Sent: 8/20/2020 6:51:04 AM Viewed: 8/26/2020 8:25:25 AM Signed: 8/26/2020 8:35:16 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3	

Paul Kuglitsch paul.kuglitsch@milwaukeecountywi.gov Deputy Corporation Counsel Milwaukee County Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)		Sent: 8/26/2020 8:35:18 AM Viewed: 8/31/2020 1:54:06 PM Signed: 8/31/2020 1:54:11 PM
Electronic Record and Signature Disclosure:	Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3	

Signer Events	Signature	Timestamp
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Accepted: 4/8/2014 2:43:20 PM
ID: 4b1c8bde-e203-4ad4-96bd-eb2ebaf71f09

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/26/2020 8:35:18 AM
Certified Delivered	Security Checked	8/31/2020 1:54:07 PM
Signing Complete	Security Checked	8/31/2020 1:54:11 PM
Completed	Security Checked	8/31/2020 1:54:11 PM

Payment Events	Status	Timestamps
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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

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 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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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">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

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.

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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.

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