

**HOLIDAY LIGHTS AGREEMENT BETWEEN
MILWAUKEE COUNTY ZOO
AND
RWS ENTERTAINMENT GROUP**

This Agreement (“Agreement”) is made and entered into effect as of July 22, 2021 (the “Effective Date”), by and between MILWAUKEE COUNTY ZOO (as the “County”) and RWS ENTERTAINMENT GROUP (the “Vendor”). Referenced together, the County and the Vendor are the “Parties” to this Agreement.

WITNESSETH:

WHEREAS, due to the specific requirements of the required show, the Parties wish to enter into this Agreement governing the display, operation and management of a holiday lights show at the Milwaukee County Zoo.

NOW THEREFORE, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. Order of Precedence: The Agreement includes the following documents, incorporated by reference, in the following order of precedence, which will be followed in resolving any inconsistencies between the terms of the Agreement and the terms of any Exhibits, Attachments, or Amendments to the Agreement:
 - a. This Holiday Lights Agreement;
 - b. Milwaukee County’s Request for Proposal #98210017 (the “RFP”);
 - c. Contractor’s Proposal dated June 18, 2021 (the “Proposal”).
2. Scope of Services: Contractor shall specifically perform the services identified in the RFP and Proposal. It being understood that should the County request or require any deviations from the RFP as provided by Vendor the Parties will execute a change order outlining such additional or revised terms to be signed by the Parties and made a part hereof.
3. Term: This Agreement shall commence on the date signed, and terminate on February 28, 2022 (such period, the “Initial Term”). The Parties may mutually agree to extend the Term of the Agreement for two (2) one (1)-year extension terms (each such period, an “Extension Term”). The Initial Term and any Extension Term then in effect shall be referred to herein as the Term.
4. Payment:
 - 4.1. Fees and Payments: The total compensation to Vendor for services performed under the Agreement will not exceed One Hundred Fifty Thousand Dollars (\$150,000) unless agreed to by the County in writing. Such fees will be inclusive of all expenses, including without limitation travel expenses. To be paid 50% thirty (30) days after the Effective Date, 25% upon completion of install and 25% upon completion of the event, net30 upon submission of invoice from Vendor.
 - 4.2. Invoices: Vendor shall submit invoices to the County which include the following information:
 - i. A reference to this Agreement, including the Effective Date;
 - ii. The name and address of the Vendor;

- iii. An invoice number and invoice date;
- iv. Remittance name and address;
- v. Name, title, and phone number of Contractor's contact for notification in the event of a defective or inaccurate invoice;
- vi. The date due; and
- vii. The amount billed.

Invoices must be submitted to:

Milwaukee County Zoo
ATTN: Emily Salentine
10001 W. Bluemound Rd.
Milwaukee, WI 53226
Emily.Salentine@milwaukeecountywi.gov

The County reserves the right to use a purchasing card to pay invoices.

5. Legal Compliance: Vendor shall, at Vendor's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Vendor's use of the premises, including but not limited to OSHA. Vendor shall obtain and pay for all necessary permits and licensing for the operation of the operation. Vendor shall comply with all applicable federal, state and municipal laws and regulations. Vendor shall pay all fees and taxes required to carry out the provisions of this Agreement.

6. Disruptive Event: In the case of a Disruptive Event (as hereinafter defined), the County shall have the right to terminate the Agreement without fault upon written notice to Vendor.

A "Disruptive Event" is defined as: (i) an Act of God that damages the Premises such that they cannot be utilized by the Vendor for a period exceeding consecutive ten (10) days; or governmental regulation or advisory (including, without limitation, Milwaukee County Administrative Order), recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay Zoo attendance, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to fully perform the terms of the Agreement. In case a Disruptive Event should permanently damage the Premises beyond a point where the Milwaukee County Zoo chooses not to reopen the facilities or close the Zoo beyond a point where the Zoo will likely opt not to reopen the Zoo throughout the Term, the Milwaukee County Zoo shall have the right to terminate the Agreement five (5) days after such a decision is made, and the Vendor will liable for a pro rata payment to the Zoo reflecting the percentage of days during which the Vendor performed the services throughout the Term.

7. Signage/Advertising: All proposed banners, signage and advertising on or within the Premises and environs, whether temporary or permanent, must be pre-approved in writing by the Zoo Director or his/her designee. Vendor agrees to allow the Milwaukee County Zoo to video tape, film and/or photograph the lighting for advertising and agreed upon promotions.

8. Marketing; Logo: Vendor is responsible for all marketing and advertising to promote its activities and for the solicitation of sponsorships to promote its activities; provided, however, that the Zoo Director or his/her designee maintains the right to prohibit any advertisement, marketing or sponsor acknowledgement that he/she deems to be inappropriate, inaccurate or otherwise. Sponsors must be pre-approved in writing by the Zoo Director or his/her designee. Vendor shall notify the

Department's Marketing Manager or his/her designee as soon as it is aware of any television, radio, print, electronic or other media interviews or reports to be prepared regarding, at or concerning the Premises.

9. Staff; Customer Service: Vendor shall conduct its operation in a first-class manner, and all service shall be prompt, clean and efficient. Vendor shall employ a sufficient number of qualified staff to properly operate the venue. Vendor shall provide employees who are professional, friendly and courteous to other associates of the Milwaukee County Zoo, customers and the general public. Employees shall maintain a neat appearance, exercise good public communication skills, respond to customer complaints and questions, and conduct themselves in a high standard acceptable to County. Vendor and staff shall wear appropriate attire which, in the sole determination of the Milwaukee County Zoo, clearly distinguishes Vendor's staff from County staff. The Zoo Director or his/her designee shall have the right, at all times, to notify the Vendor, in writing, of any reasonable objections to the conduct of Vendor's personnel, and to require that his/her objections be remedied within a reasonable period of time.

It being understood that neither party shall actively solicit the employees or subcontractors of the other during the term hereof and for a term of 12 months post termination hereof.

10. Cleaning: Vendor shall maintain its working areas in a state of cleanliness and repair to prevent injury to the public and shall ensure such areas are clean, orderly and inviting at all times, to the reasonable satisfaction of the Zoo Director or his/her designee. Contractor shall make arrangements to dispose of any and all waste from the work being performed. All areas of display must be kept clean and free from any debris, e.g., zip ties, tape, etc. after assembly and removal of decorations.
11. Deliveries: Vendor shall not allow deliveries to interrupt basic Zoo operations and will make every effort to ensure that deliveries cause as little disturbance as possible. Vendor shall provide a list of delivery schedules to the Milwaukee County Zoo. Delivery vehicles shall park in designated areas which have been approved by the Zoo Director or his/her designee. All deliveries for the Vendor should occur at regularly scheduled times mutually agreed upon by both parties. Vendor agrees to provide staff to timely unload and transport all supplies delivered.
12. Removal of Equipment and Supplies: Vendor is responsible for the removal of lights and sculptures by a date to be mutually agreed upon by the Zoo and the Contractor, but not later than February 1. Upon such removal, Vendor shall restore the Zoo to its prior condition, satisfactory to the Zoo Director or his/her designee. Damage caused to the Zoo by any removal of lights and sculptures will be repaired by the Vendor. If for any reason Vendor does not comply in a timely manner with its obligations under this paragraph, then the County may remove such property as the County sees fit. It is mutually agreed that the County may recover from the Vendor any and all reasonable costs, as determined by the County, related to this Section.
13. Amplified Noise Restriction/Sound System: Amplified noise shall be limited to acoustic and vocal reinforcement to provide background music throughout the Premises and environs. Concertstyle amplification must be approved in writing by the Zoo Director or his/her designee. All amplified noise approved by the Zoo Director or his/her designee, as well as ambient music, shall comply with the appropriate City of Milwaukee and Milwaukee County noise ordinances.
14. Audit: The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with reasonable notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment,

the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

15. Insurance: Vendor shall strictly comply with the insurance requirements set forth on Exhibit A.
16. Indemnification: To the fullest extent permitted by law, Vendor shall indemnify the County for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Vendor's acts or omissions pursuant to this Agreement or based on any injury, damage or loss being caused by any acts or omissions of the Vendor or its agents, guests or employees. Vendor shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all reasonable charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action. County shall indemnify Vendor for and hold Vendor harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the County's acts or omissions pursuant to this Agreement. Nothing contained within this agreement is intended to be a waiver or estoppel of Milwaukee County or its insurer to rely upon the limitations, defenses, and immunities available under Wisconsin, Federal, and common law, including, without limitation, those contained in the Wisconsin Constitution and Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
17. Environmental Indemnification: Vendor shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of: (a) any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Vendor or its agents, or (b) Hazardous Materials located in the Premises or environs, that are discovered or disturbed as a result of the Vendor's activities on, at or near the Premises or environs. Vendor shall indemnify, defend and hold the County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom. Moreover, Vendor shall remediate and restore any affected area to at least the minimum standards as required by the WDNR or other applicable regulatory agencies. "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any Federal, State or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Federal, State or local statute, regulation, ordinance or amendments thereto.
18. Assignment and Subcontracting: Vendor may not assign this Agreement, in whole or in part without the prior written approval of the Zoo Director. Assignment of any portion of the work by subcontract must have the prior written approval of County.
19. Termination for Default: County may terminate this Agreement if Vendor fails to comply with any provision in this Agreement, and such failure continues for thirty (30) days after a written notice from County setting forth in reasonable detail the nature of such default.

20. Termination for Bankruptcy: County may terminate this Agreement if Vendor ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Vendor's assets or interest in this Agreement.
21. Independent Contractor: Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Vendor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Vendor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.
22. Prohibited Practices:
- 22.1. Vendor during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer or employee of County or any person who, to the knowledge of Vendor, has a conflict of interest.
- 22.2. Vendor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."
23. Public Records: Both Parties understand that the County is bound by the public records law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Vendor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the Vendor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.
24. Notices: All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Vendor:

RWS Entertainment Group
Attn: Kevin Kreczko
34-01 38th Ave., Ste. 302
Long Island City, NY 11101

To County:

Milwaukee County Zoo
Attn: Zoo Director
10001 W. Bluemound Road
Milwaukee, WI 53226

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

25. Waiver: No delay or omission by a party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

26. Severability: The Parties agree that if any provision of this Agreement is determined to be unenforceable for any reason, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.
27. Paragraph Headings: The paragraph headings contained herein are for convenience in reference and are not intended to specifically define or limit the scope of any provision of this Agreement.
28. Miscellaneous: This Agreement shall be construed, interpreted and enforced under the laws and jurisdiction of the State of Wisconsin without effect to its conflicts of law provisions. This Agreement constitutes the entire understanding between the Parties and is not subject to amendment unless agreed upon in writing by both Parties hereto. The Vendor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal laws, rules, regulations and orders. The Parties expressly consent to personal jurisdiction and venue of the state and federal courts located in Milwaukee County, Wisconsin, for any lawsuit that arises from or relates to this Agreement.
29. Affirmative Action, Nondiscrimination and Equal Opportunity: Vendor hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery. Vendor certifies that in the performance of work or execution of this agreement, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Vendor will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of these provisions shall be sufficient cause for the County to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Vendor for use in completing the Agreement. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin.
- 29.1. Affirmative Action Program (41 CFR 60-1.40): Vendor certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the Agreement), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the Vendor's work force, where these groups may have been previously underutilized and underrepresented. Vendor also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.
- 29.2. Non-Segregated Facilities (41 CFR 60-1.8): Vendor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

- 29.3. Subcontractors: Vendor certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any agreements with Milwaukee County before the award of any subcontracts, and that it will retain such certifications in its files.
- 29.4. Reporting Requirement: Where applicable, Vendor certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.
- 29.5. Affirmative Action Plan: Vendor certifies that, if it has fifty (50) or more employees, that it will develop and/or update and submit (within one hundred twenty (120) days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203, Telephone No.: (414) 2784292, or other appropriate government agency. Vendor will also require its subcontractors that have fifty (50) or more employees to establish similar written affirmative action plans.
30. Targeted Business Enterprises: While this Agreement does not have a specific participation goal established by Community Business Development Partners, the Supplier is hereby directed to use active and aggressive efforts to assist Show Host in participation of Targeted Business Enterprise (TBE) firms on the County's procurements. The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4747, or cbdp@milwaukeecountywi.gov. The directory of TBE firms currently certified in the State of Wisconsin can be found at: <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>
31. Security, Badging and Property Access: For daily access to the Milwaukee County Zoo, by the Vendor's staff, a Zoo issued photo I.D. is required. This I.D. is free of charge and is required for multiple access points throughout the Zoo. Vendor's staff is required to produce the I.D. during entry and upon request by security personnel. In the event a replacement badge is a required a charge of five dollars (\$5) per access card, to be paid by Vendor's staff member. Zoo security personnel are permitted within the premises for the purposes of security, emergencies, checking identification and general observation of public areas. Vendor's patrons and public guests are allowed on Zoo property during hours of operation (1.13), no public access prior to opening or after the designated closing time of the Zoo.
32. Maintenance: Contractor shall ensure at all times that lights are all on timers or continuously on to operate from 4-10pm from December 1-31, 2021. Contractor must, maintain the lights and decorations throughout the display period to ensure all lights are on and functioning. In the event of malfunctioning lights, the Zoo will reimburse the Contractor for purchase prices, but the Contractor will, at its sole expense, supply all labor required to promptly replace all non-functioning lights and décor. All malfunctioning lights that occur during the period must be repaired by the event on the evening after the Contractor has been notified of the malfunction. Contractor shall supply all lifts and other materials necessary to safely and successfully install, maintain, and remove décor. The Contractor must maintain a management presence on-site or the ability to be present at the Zoo so as to be able to replace all non-functioning décor by the event on the evening after the Contractor has been notified of the malfunction. It being understood that all product provided will only be provided with those warranties provided by the manufacturers thereof. Damage to any property by Contractor or its designees shall be the responsibility of the Contractor. Contractor shall ensure that all lighting and extension cords are covered/encased for public safety. Contractor must ensure that all safety measures are taken for all lights to avoid short outs and gaps in lighting because of faulty strands. Contractor must provide excellent quality materials to meet safe electrical standards. Contractor is responsible for compliance with all permits and electrical requirements.

33. Pandemic Preparedness. Vendor is responsible for compliance with all state, federal, and local orders, including Milwaukee County Administrative Orders, and all regulations and laws regarding the COVID-19 pandemic. Further, Vendor will follow all relevant agency guidance, specifically issued by the CDC, including, but not limited to, social distancing, hygiene, sanitation of work spaces, providing proper personal protective equipment to staff, proper staff screening methods and education of staff.

If determined applicable by the County, Vendor should have a written Pandemic Preparedness Plan that complies with all applicable laws, regulations, orders, and agency guidelines regarding COVID-19 and, at a minimum, meets the requirements in the Milwaukee County COVID-19 Response Preparedness Plan Checklist, attached to this Agreement as Exhibit 1.



Contractor Insurance Requirements for Contracts with Milwaukee County

Every Contractor and parties furnishing services or products to Milwaukee County or any of its subsidiaries must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract.

Modifications to the types of coverage, limits and/or other terms should not be made without the approval of the County's Risk Manager.

Insurance

Contractor shall, at its sole expense, maintain the following insurance:

A. Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

B. Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

C. Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

D. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$100,000 per occurrence for bodily injury; \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate.



Contractor Insurance Requirements for Contracts with Milwaukee County

Additional Requirements:

- E. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- F. The insurance specified in (A.), (B.), and (D.) above shall: (a) name Milwaukee County including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- G. Milwaukee County should also be granted a waiver of subrogation in its favor on the insurance specified under the insurance policy terms of in (A.), (B.), and (D.) above.
- H. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- I. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- J. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with a current A. M. Best rating of A X or better.

COVID-19 RESPONSE PREPAREDNESS PLAN CHECKLIST

By implementing a COVID-19 Response Preparedness Plan, an “essential” vendor, company or contractor pledges to dedicating resources immediately to identify and mitigate situations in the workplace or jobsite which may introduce, expose or spread COVID-19.

Each contractor’s written plan, unique to the operations under its control, will document the identification and mitigation measures taken, which may include engineering controls, administrative controls, safe work practices, and minimum Personal Protective Equipment (PPE) requirements, and will update that plan on a regular basis for the duration of the COVID-19 Situation.

Each Contractor’s Preparedness Plan must meet the following Minimum Requirements:

- 1) Provide the name and contact number of a designated Preparedness Plan Monitor for each County contract.
- 2) A plan to complete a Daily Employee Screening Form, or otherwise complete proper screening verifying daily that every employee has not:
 - a) Traveled to a Level 2 or 3 Country in the past 14 days, or visited an area that requires self-quarantine because of COVID-19 infection,
 - b) Had close contact (within 6 feet) with anyone known or suspected to have COVID-19,
 - c) Exhibited any symptoms (chest or back pain, cough, difficulty breathing) of COVID-19 or had a fever greater than 100.4 in the past 14 days.
- 3) A plan for Social Distancing. Complete a workflow audit that removes instances of employees being within 6 feet of each other. This should include the following, where applicable to the contract:
 - a) Reduction of on-site work hours to minimum needed to sustain operations.
 - b) Staggered shifts and work hours to minimize on-site human presence at a given time.
 - c) Staggered use of all shared spaces, including bathrooms, breakrooms and lunchrooms.
 - d) Staggered facility entry and exit procedures.
 - e) Ban in-person meetings (internal or external) and employee gathering (formal or informal) of any size. Employee communication handled virtually wherever possible.
 - f) Mandatory work at home for all employees except the absolute minimum required for baseline production and logistics functions.
 - g) Prohibit visitors and limit deliveries to the facility or jobsite, except those that support production activities or emergency building maintenance.
- 4) Educate employees on key CDC recommendations. Plan must include:
 - a) How employees can protect themselves.

- (i) Frequent hand washing (at least 20 seconds with soap and water or use of sanitizer greater than 60% alcohol content),
 - (ii) Avoid touching face,
 - (iii) Coughing or sneezing into a tissue and discarding it immediately in garbage,
 - (iv) Avoid shaking hands,
 - (v) Do not use other employee's phones, tools, PPE, etc.
 - b) What employees should do if they feel sick.
 - (i) Stay home
 - (ii) Require notification to employee's supervisor
- 5) A plan that provides appropriate PPE and Sanitation Products, as applicable to contract and as recommended by OSHA or CDC. For example, soap, sanitizer with over 60% alcohol, EPA approved disinfectant for COVID-19, gloves, gowns, eye protection, masks or respirators.
- 6) A plan for Sanitation Procedures, if applicable to contract. These processes must be implemented throughout facility or jobsite:
 - a) Blue tape marking of surfaces that receive frequent human contact in the jobsite; disinfection of these surfaces multiple times daily.
 - b) Disinfect all tools, equipment, and vehicles frequently.
 - c) Designate one bathroom, allowing only one person to enter at a time. Disinfect hard surfaces in the bathroom that are frequently touched throughout the day. Disinfect multiple times a day, but must be sanitized at the end of the day. Empty garbage in the designated bathroom at the end of the day.
 - d) Avoid cleaning techniques that may result in generation of bio-aerosols, such as pressurized air or water sprays.
- 7) A plan for when an employee reports symptoms associated with COVID-19, including:
 - a) Requiring employees to immediately report any symptoms of COVID-19,
 - b) Quarantine employees exhibiting symptoms on site,
 - c) Notifying proper County contact person.

COVID – 19 Virus Daily Screening Form

Today's Date: _____

Employee Name: _____

Employee Address: _____

Project Name: _____

Contractor: _____

Employers should ask the following questions to all employees, visitors and vendors prior to allowing access to the workplace and/or jobsite. THE QUESTIONS SHOULD BE ASKED IN PRIVATE & ANSWERS KEPT CONFIDENTIAL.

1. Have you traveled to a county or area that has a travel warning of level 2 or 3 as listed by the CDC in the past 14 days? [CDC Travel Warnings](#)

Yes ____ No ____

If so, where have you traveled? _____

What was your date of return? _____

2. Have you, or anyone in your family, come into close contact (within 6 feet) with someone who has a suspected or confirmed COVID – 19 diagnosis in the past 14 days either at home or on a jobsite, etc.?

Yes ____ No ____

3. Have you had a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, or difficulty breathing in the past 14 days?

Yes ____ No ____

4. Are you currently experiencing a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, or difficulty breathing?

Yes ____ No ____

****NOTE: If an employee, visitor or vendor answers 'Yes' to any of the above questions, ask them to leave the workplace or jobsite immediately and seek medical evaluation.***

Sign In:

Employee's Signature: _____

Date: _____

Sign Out:

Has your health status changes during your work shift?

Yes ____ No ____

Employee's Signature: _____


Date: _____

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

FOR MILWAUKEE COUNTY:

FOR RWS ENTERTAINMENT COMPANY

BY: Amos D Morris, Jr. DATE: 8/21/2021

BY:  DATE: 8/31/2021

NAME: AMOS D Morris, Jr.

NAME: Ryan Stana

TITLE: Executive Director/Zoo Director

TITLE: CEO

DEPARTMENT: Milwaukee County Zoo

TAXPAYER ID No.: 30-0298275

REVIEWED AS TO INSURANCE REQUIREMENTS:

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: Sherni Jordan DATE: 8/27/2021


BY: Lamont Robinson DATE: 8/24/2021


Risk Manager
Office of Risk Management

Director
Community Business Development Partners

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

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY:  DATE: 8/24/2021


BY:  DATE: 8/24/2021

Milwaukee County Comptroller
Office of the Comptroller

Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

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

BY:  DATE: 8/30/2021

BY:  DATE: 8/31/2021

David Crowley, County Executive
Office of the County Executive

Corporation Counsel
Office of Corporation Counsel

CONTRACT FORM 1684 R6 See procedures in: Notes below (hover over red triangles), and Forms Library/Contracts

Check one: Preliminary Form Print this completed form as a pdf. Upload the pdf to DocuSign when circulating any contract or amendment for signatures.
 Corrected Form Date of correction: _____ Upload corrections to DocuSign.

CONTRACT TYPE Professional Services **Next step (depending on the Type you selected):**
 (Service Contract Types) Enter as a Service Contract in Infor. Circulate the Contract in DocuSign with this 1684 form.
 (Procurement Contract Types) Enter as a Requisition in Infor. Circulate the Contract in DocuSign with this 1684 form.
 (payments tracked in another system) Tracking system may interface with Infor. Circulate the Contract in DocuSign with this form.
 (no transaction) No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.
 (only revenue transaction) No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.

CONTRACT SUBTYPE (select from dropdown box below) **INFOR CONTRACT NO.** if applicable

PROJECT MANAGEMENT
CONTRACT CLASSIFICATION & AGENCY NAME (select from dropdown box below) **ADVANTAGE CONTRACT NO.** if applicable

950 ZOOLOGICAL DEPARTMENT
CONTRACT SUBCLASSIFICATION (LOW ORG.) (select from dropdown box below) **DEPARTMENT'S INTERNAL CONTRACT NO.** if applicable

9593 MARKETING AND SPECIAL EVENTS

SUPPLIER or other party to the contract **SUPPLIER'S or other party's ADDRESS**
 RWS and Associates Entertainment Inc RWS Entertainment Group
 34-01 38th Avenue Suite 302

SUPPLIER TAX I.D.	SUPPLIER #	COMMODITY CODE (or list by Line below)	NEW or	AMEND	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
30-0298275		- - -				\$ 150,000.00

EFFECTIVE DATES:		LENGTH OF CONTRACT	AMENDMENT ONLY: DOLLAR CHANGE		TOTAL CONTRACT AMOUNT
effective date	expiration date	(IN MONTHS)			
07/22/21	02/28/22	7			\$ 150,000.00

ACCOUNTING INFORMATION

Year to be Committed or Earned	Line No.	Commodity Code	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description 1	Item Description 2	Amount to be Committed or Earned
2021			950	9593	60907					10001			\$ 150,000.00

NAME OF CONTRACT
 Wild Lights Holiday Event Lighting

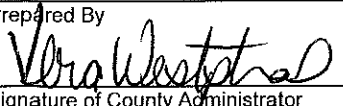
DESCRIPTION (PURPOSE OF CONTRACT)
 The holiday lights agreement is for the design and installation services for Wild Lights, a holiday light experience throughout the Zoo. This event will provide a memorable, first-class experience to our community over 25 nights in December.

Was Board approval or passive review received prior to contract execution or contract amendment or extension? Check one:
 If YES, attach and list County Board File No. or Mental Health Board Agenda Item: _____ Date Approved or Reviewed: 07/22/21
 If NO, why is Board approval not required? Passive review passed and less than \$300,000

Does this contract require payment before services are rendered? YES NO
 The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.

Will this contract be fully signed before work is performed? YES NO

Is Supplier certified as: DBE? YES MBE? YES WBE? YES SBE? YES

Sue Rand Zoo Accounting Manager
 Prepared By  Date Title Deputy Zoo Director
 Signature of County Administrator Date Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2021

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).

PRODUCER RSC Insurance Brokerage, Inc. 420 Lexington Avenue New York NY 10170	CONTACT NAME: Anthony Pittari PHONE (A/C, No, Ext): (212) 297-1438 FAX (A/C, No): E-MAIL ADDRESS: apittari@risk-strategies.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Navigators Insurance Company</td> <td style="text-align: center;">42307</td> </tr> <tr> <td>INSURER B: Property & Casualty Co. of Hartford</td> <td style="text-align: center;">34690</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Navigators Insurance Company	42307	INSURER B: Property & Casualty Co. of Hartford	34690	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Navigators Insurance Company	42307														
INSURER B: Property & Casualty Co. of Hartford	34690														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED RWS and Associates Entertainment, Inc. DBA: RWS Entertainment Group 34-01 38th Ave., Suite 302 Long Island City NY 11101															

COVERAGES**CERTIFICATE NUMBER:** CL2132201542**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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	NY19NCP02091202	03/27/2021	03/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Blanket Addl Insured \$ Included
A	AUTOMOBILE LIABILITY <input 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	Y	Y	NY19NCP02091202	03/27/2021	03/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	NY21FXPZ016Z0IV	03/27/2021	03/27/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	10WEAF1K8C	03/27/2021	03/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hired Auto Physical Damage			NY19NCP02091202	03/27/2021	03/27/2022	Limit: \$100,000 Deductible: \$1,000 ACV

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

Milwaukee County including its directors, officers, employees and agents are included as Additional Insured's as required by written contract. Coverage is on a primary and non-contributory basis.

CERTIFICATE HOLDER**CANCELLATION**

Milwaukee County Zoo 10001 W. Bluemound Rd. Milwaukee WI 53226	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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RE: Zoo Holiday Lights RFP - Participation Percentage

Robinson, Lamont <Lamont.Robinson@milwaukeecountywi.gov>

Mon 5/17/2021 5:58 PM

To: Carter, Suzanne <Suzanne.Carter@milwaukeecountywi.gov>

Cc: Salentine, Emily <Emily.Salentine@milwaukeecountywi.gov>

Hi Suzanne

I would propose no goal on this, but can we include language that asks respondents that for any available subcontracting opportunities to use best efforts to subcontract with TBE firms? Thanks

Regards

Lamont S. Robinson

Director

Milwaukee County CBDP Department

414-278-4749

414-223-1958 (fax)

lamont.robinson@milwaukeecountywi.gov

From: Carter, Suzanne <Suzanne.Carter@milwaukeecountywi.gov>

Sent: Monday, May 17, 2021 3:23 PM

To: Robinson, Lamont <Lamont.Robinson@milwaukeecountywi.gov>

Cc: Salentine, Emily <Emily.Salentine@milwaukeecountywi.gov>

Subject: Re: Zoo Holiday Lights RFP - Participation Percentage

Hi Lamont,

I am following up on this question, as we are hoping to post this RFP next week. I am not sure that there is any opportunity for subcontracting on this project, but I wanted to check with you first.



Suzanne Carter | Contracts Manager
Milwaukee County Procurement Division
633 W. Wisconsin Ave. | Milwaukee, WI 53203
(414) 233-8112 | county.milwaukee.gov
she/her/hers

By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin.

From: Carter, Suzanne

Sent: Friday, April 23, 2021 2:28 PM

To: Robinson, Lamont <Lamont.Robinson@milwaukeecountywi.gov>

Cc: Salentine, Emily <Emily.Salentine@milwaukeecountywi.gov>

Subject: Zoo Holiday Lights RFP - Participation Percentage

Hi Lamont,

Attached please find an RFP I am working on with the Zoo for a contractor to help design and install a holiday lights show. The value of the contract is \$150,000. What participation percentage would you recommend? Thank you.

Suzanne Carter

Contracts Administrator

(414) 223-8112

Milwaukee County Department of Administrative Services

633 West Wisconsin Avenue, 9th Floor

Milwaukee, WI 53203



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File #: 21-642 **Version:** 1 **Name:** Passive Review: Request for Authorization for MCZ to Enter Service Contract W/ RWS Entertainment Group 7/22/2021-2/28/2022
Type: Passive Review **Status:** Approved
File created: 7/9/2021 **In control:** [Finance Committee](#)
On agenda: **Final action:** 7/26/2021

Title: The Milwaukee County Zoo requests authorization to enter into an agreement for design and light installation services for Wild Lights event with **RWS** Entertainment Group in an amount \$150,000 for a term from July 22, 2021 to February 28, 2022 for the consideration of passive review (PASSIVE REVIEW; INFORMATIONAL ONLY UNLESS OTHERWISE DIRECTED BY THE COMMITTEE)

Attachments: 1. [21-642 REPORT](#), 2. [21-642 FISCAL NOTE](#), 3. [21-642 DRAFT AGREEMENT](#)

Related files: [20-733](#)

[History \(2\)](#) [Text](#)

2 records [Group](#) [Export](#)

Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
7/26/2021	1	Finance Committee	DISCUSSED WITH NO ACTION TAKEN, APPROVED		Action details	Meeting details	Video
7/14/2021	1	Board Chairwoman	REFERRED		Action details	Meeting details	Not available

Certificate Of Completion

Envelope Id: D0EEA23816054AC2A4C98E05B0FAB570

Status: Completed

Subject: Please DocuSign: 2021 RWS Design Professional Services Agreement Zoo

Source Envelope:

Document Pages: 19

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 0

Suzanne Carter

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

suzanne.carter@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Status: Original

Holder: Suzanne Carter

Location: DocuSign

8/18/2021 11:40:16 AM

suzanne.carter@milwaukeecountywi.gov

Signer Events

Signature

Timestamp

Amos D Morris, Jr.

Amos D Morris, Jr.

Sent: 8/18/2021 11:46:02 AM

Amos.Morris@milwaukeecountywi.gov

Resent: 8/18/2021 11:57:07 AM

Executive Director/Zoo Director

Viewed: 8/21/2021 10:10:32 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Signed: 8/21/2021 10:23:37 PM

Using IP Address: 204.194.251.3

Electronic Record and Signature Disclosure:

Accepted: 8/21/2021 10:10:32 PM

ID: ae7a6794-68e6-4cf3-b018-7b0c08a2c4c2

Lamont Robinson

Lamont Robinson

Sent: 8/21/2021 10:23:40 PM

lamont.robinson@milwaukeecountywi.gov

Viewed: 8/24/2021 3:40:42 PM

Director, CBDP

Signed: 8/24/2021 4:05:20 PM

Milwaukee County

Signature Adoption: Pre-selected Style

Signing Group: Community Business Development Partners

Using IP Address: 204.194.251.5

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 2/19/2021 8:23:03 AM

ID: 1843c865-f605-493c-9ef9-cd72b8b22b18

Judd Taback

Judd Taback

Sent: 8/21/2021 10:23:41 PM

Judd.Taback@milwaukeecountywi.gov

Viewed: 8/24/2021 2:49:34 PM

Assistant Corp. Counsel, Office of Corporation

Signed: 8/24/2021 2:50:16 PM

Counsel

Signature Adoption: Pre-selected Style

Milwaukee County

Using IP Address: 204.194.251.3

Signing Group: Corporation Counsel

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Comptroller

[Signature]

Sent: 8/21/2021 10:23:42 PM

comptrollersignature@milwaukeecountywi.gov

Viewed: 8/23/2021 3:38:50 PM

Comptroller

Signed: 8/24/2021 8:51:10 AM

Milwaukee County

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication (None)

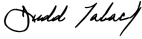
Using IP Address: 204.194.251.3


Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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<p>Not Offered via DocuSign</p> <p>Sherri Jordan sherri.jordan@milwaukeecountywi.gov Director of Administrative Services (Interim) Milwaukee County Signing Group: Risk Management Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3	<p>Sent: 8/21/2021 10:23:42 PM Resent: 8/27/2021 12:33:43 PM Resent: 8/27/2021 12:33:44 PM Viewed: 8/27/2021 12:36:42 PM Signed: 8/27/2021 12:37:08 PM</p>
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<p>County Executive David Crowley David.Crowley@milwaukeecountywi.gov Milwaukee County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3	<p>Sent: 8/27/2021 12:37:11 PM Viewed: 8/30/2021 10:28:54 AM Signed: 8/30/2021 10:28:59 AM</p>
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<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>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3	<p>Sent: 8/30/2021 10:29:04 AM Viewed: 8/31/2021 10:33:51 AM Signed: 8/31/2021 10:33:56 AM</p>
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<p>Ryan Stana ryan@experianerws.com CEO RWS ENTERTAINMENT COMPANY Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/31/2021 10:51:51 AM ID: 7f9efb45-cf40-48e1-bc0c-aaa4a10f934e</p>	 Signature Adoption: Drawn on Device Using IP Address: 174.204.133.248 Signed using mobile	<p>Sent: 8/31/2021 10:34:00 AM Resent: 8/31/2021 11:30:18 AM Viewed: 8/31/2021 11:30:47 AM Signed: 8/31/2021 11:33:46 AM</p>
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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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<p>AP Copy APcontracts@milwaukeecountywi.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/31/2021 11:33:49 AM</p>
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Carbon Copy Events	Status	Timestamp
<p>Accepted: 6/1/2021 7:49:55 AM ID: 277c9bf9-4872-4c44-b14a-76b235e8006d</p> <p>Joseph Lamers Joseph.Lamers@milwaukeecountywi.gov Budget Director Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 8/31/2021 11:33:49 AM
<p>Sue Rand susan.rand@milwaukeecountywi.gov Zoo Accounting Manager Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 8/31/2021 11:33:50 AM
<p>vera westphal Vera.Westphal@milwaukeecountywi.gov Interim Zoo Director Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/18/2018 4:31:10 PM ID: f562a5c6-39e4-4223-bdb0-8148a0d4ddc3</p>	COPIED	Sent: 8/31/2021 11:33:50 AM Viewed: 8/31/2021 1:30:51 PM
<p>Emily Salentine emily.salentine@milwaukeecountywi.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 8/31/2021 11:33:51 AM

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	8/18/2021 11:46:02 AM
Certified Delivered	Security Checked	8/31/2021 11:30:47 AM
Signing Complete	Security Checked	8/31/2021 11:33:46 AM
Completed	Security Checked	8/31/2021 11:33:51 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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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.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com 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 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">• 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.

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.

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