

**EXTENSION TO
SERVICE CONTRACT
BETWEEN
MILWAUKEE COUNTY
AND
OZAUKEE COUNTY**

This **EXTENSION TO SERVICE CONTRACT** (this “Extension”) is made and effective as of January 1, 2022, (the “Extension Effective Date”), by and between **Milwaukee County**, a Wisconsin municipal body corporate, represented by **Milwaukee County Parks** (the “County”), and **Ozaukee County**, a municipal body corporate, represented by its **Planning and Parks Department** (the “Contractor”) combined to be considered the Parties to this Agreement (“Parties”).

RECITALS

1. Effective May 13, 2021, the Parties executed that certain Service Contract (the “Agreement”) relating to a design project for Fish and Wildlife Enhancements to Little Menomonee River Parkway – Section 1 (Planning and Design).
2. The initial term of the Agreement expired December 31, 2021, (the “Original Expiration Date”) and two (2) consecutive one-year renewals remained.
3. Neither Party terminated the Agreement prior to the Original Expiration Date. Although the Parties neglected to formally extend the term of the Agreement prior to its expiration, the Parties continued to operate under the Agreement after the Original Expiration Date as though the Agreement had been renewed.
4. In order to rectify the inadvertent failure of the Parties to formally extend the term of the Agreement, the Parties desire to do so retroactively by execution of this Extension.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

1. Term.

Notwithstanding anything to the contrary contained in Agreement, the Contract Term is hereby extended to December 31, 2023.

2. Ratification of Past Actions.

Notwithstanding the Parties’ failure to formally extend the Term of the Agreement, the Agreement is and has been in full force and effect from and after the Original Expiration Date, on the terms and subject to the conditions contained in the Agreement. All actions of the Parties taken under and pursuant to the Agreement from and after the Original Expiration Date are hereby ratified and confirmed in all respects.

3. Effect of Extension

Except as expressly amended by this Extension, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Extension by their duly authorized representatives as of the Extension Effective Date.

OZAUKEE COUNTY

By: Andrew Struck Date: 12/2/2022

Andrew Struck, Planning and Parks Dept. Director

MILWAUKEE COUNTY PARKS

By Guy Smith Date 12/1/2022

Guy D. Smith, Parks Executive Director

**SERVICE CONTRACT
OZAUKEE COUNTY**

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called “County”), represented by Milwaukee County Parks, and Ozaukee County (hereafter called “Contractor”), is entered into on 5/13/2021.

1. SCOPE OF SERVICES.

Contractor shall specifically perform all of the following consultant services, for the project: Fish and Wildlife Enhancements to Little Menomonee River Parkway – Section 1 (Planning and Design).

- A. Quality Assurance Project Plan (QAPP)
- B. Historical and Existing Data Review
- C. Aquatic Site Assessments
- D. Basis of Design Report for Aquatic Enhancements
- E. Preliminary (Concept) and Final Design
- F. Collaboration with Project Partners and Stakeholders
- G. Prepare and Submit Quarterly Reports

The Contract consists of the following two (2) documents listed below in the order of precedence that will be followed in resolving any inconsistencies between the terms of the Contract and the terms of any Exhibits, thereto:

- (1) This Service Contract
- (2) Exhibit A – Scope of Work

2. DATES OF PERFORMANCE.

The term of this Contract shall be from the date that both parties execute this Contract through December 2021. The parties may extend this agreement in writing by mutual agreement for two one-year periods.

3. COMPENSATION.

Contractor shall be compensated for work performed on a semi-annual/annual basis at the billing rate that reflects percentage of work completed. Any out-of-pocket expenses shall not exceed \$0. The total compensation to Contractor for services performed under the Contract shall not exceed \$99,000 in the first term of this contract ending December 31, 2021 and \$252,467 in the aggregate under the first term and two renewals, unless agreed to by County in writing. As a matter of practice, the County attempts to pay all invoices in 30 days.

4. BILLING.

Contractor shall provide County with semi-annual/annual billings as outlined in Exhibit A, which shall include, but not be limited to, the following:

- A. Name of Company
- B. Monthly fee and cumulative fees paid
- C. Dates and hours worked
- D. Project accomplishments, deliverables, and tasks performed

5. REPORTS

Contractor shall produce and prepare reports related to work under this Contract (as described in #1 above) which shall be reviewed by the County. Such review shall include revisions of the report, if necessary. Upon approval, Contractor will develop a report documenting the results of this analysis and distribute one (1) electronic copy and one (1) hard copy of the final report.

6. OWNERSHIP OF DATA.

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County. Contractor may use completed or partially completed data, drawings, records, computations, survey information, and any other materials that the Contractor has collected or prepared in carrying out this contract for education and outreach activities, for reference in submitting grant proposals, and for general reference by Contractor.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. COUNTY RIGHTS OF ACCESS AND 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 or without 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 Chapter 34 of the Milwaukee County Code of General Ordinances. Any and all County contracts and solicitations for contracts shall include a statement that the Contractor, lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances. Any provisions of Chapter 34 of the Milwaukee County Code of General Ordinances that are not applicable would not apply to this contract.

8. AFFIRMATIVE ACTION.

The Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide

assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

9. TARGETED BUSINESS ENTERPRISE.

The Contractor shall comply with Milwaukee County Ordinance Chapter 42 and CFR 49 part 23, which has an overall goal of seventeen percent (17%) participation of Targeted Business Enterprises (TBE) on service contracts. In accordance with this, the Contractor shall ensure that TBE's have the maximum opportunity to participate in this project. The specific goal for this project is (0%).

10. MINIMUM INSURANCE REQUIREMENTS

Every contractor and all parties furnishing services or product to Milwaukee County (County) or any of its subsidiary companies 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. All parties shall, at their sole expense, maintain the following insurance:

- (1) 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 |

- (2) Business 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.
- (3) 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.
- (4) Employers Liability Insurance:
Such insurance shall provide limits of not less than \$500,000 policy limit.
- (5) Excess/Umbrella Liability Insurance:
Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits stated in (1.), (2.), and (4.) above.

Additional Requirements:

- (6) 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.
- (7) The insurance specified in (1), (2), and (5) above shall: (a) name 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.
- (8) 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. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery, 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.
- (9) 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 an A. M. Best rating of A- or better.

11. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

Ozaukee County will act in compliance with Ozaukee County Ordinance 4.04.

12. INDEMNITY.

Contractor and County agree to the fullest extent permitted by law, to indemnify, defend and hold harmless, each other, and each other's agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor or County, or its agents which may arise out of or are connected with the activities covered by this Contract.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

This provision shall not be interpreted as a waiver of any immunity that Contractor or County have under statute or common law.

14. TERMINATION BY CONTRACTOR.

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

paid the compensation due for all services rendered through the date of termination including any retainage.

15. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR.

If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

16. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY.

The County further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice, and turn over all work product to the County. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

17. INDEPENDENT CONTRACTOR.

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

18. SUBCONTRACTS.

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

19. ASSIGNMENT LIMITATION.

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

20. PROHIBITED PRACTICES.

- A. Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

21. NOTICES.

All notices with respect to this Contract 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 three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Ozaukee County Planning and Parks Department
Andrew Struck, Director 121. West Main Street, P.O. Box 994
Port Washington, WI, 53074

Attn.:

To County:

Milwaukee County Parks
Attn.: Natalie Dutack
9480 W. Watertown Plank Rd.
Wauwatosa, WI 53226

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

21. MISCELLANEOUS.

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Ozaukee County

By: _____ Date: _____

Andrew Struck, Director
Ozaukee County Planning and Parks Department

This Page Reserved for Electronic Signatures

SCOPE OF WORK

Wisconsin DNR Office of Great Waters

Project Title: Fish and Wildlife Enhancements to Little Menomonee River Parkway – Section 1 (Planning and Design)

WDNR Project Manager: Brennan Dow, Milwaukee Estuary Area of Concern Coordinator

WDNR Project Manager Contact Information: 2300 N. Dr. Martin Luther King Jr. Dr., Milwaukee, WI 53212; 414-263-8651, brennan.dow@wisconsin.gov

Partner Project Manager: Brian Russart, Natural Areas Supervisor, Milwaukee County Parks

Partner Project Manager Contact Information: 1150 N. 68th St, Wauwatosa, WI 53213; 414-378-5521, brian.russart@milwaukeecountywi.gov

DUNS #: 172896383

Project Location: Milwaukee County Parks Little Menomonee River Parkway (LMRP)- Section 1 from the Ozaukee/Milwaukee County Line to Brown Deer Road.

Background and Project Rationale

Habitat restoration within the Little Menomonee River Corridor (LMRC) has been identified as a necessary fish and wildlife restoration project in the Milwaukee Estuary AOC Remedial Action Plan (RAP) 2015 Update. Enhancing habitat for fish and wildlife populations in Section 1 of the Little Menomonee River (LMR) Parkway has been identified as a management action for the Degradation of Fish and Wildlife (F&W) Populations Beneficial Use Impairment (BUI). Wisconsin Department of Natural Resources (WDNR) and Milwaukee County Parks (MCP) have begun the first implementation phase of the Little Menomonee River Parkway Ecological Restoration and Management Plan (ERMP) in LMRP Sections 4 and 5, Ozaukee County Planning and Parks has begun fisheries design work in Sections 2-6. The ERMP was developed by MCP for the LMRC and reviewed and approved by the WDNR and the AOC Fish & Wildlife Technical Advisory Committee. The ERMP did not include Little Menomonee Parkway Section 1, which is the focus of this project, and the results of which shall be an addendum to the final ERMP.

LRMP Section 1 (owned and managed by MCP) is one of the largest (215.7 acres) and most important habitats in the Milwaukee Estuary Area of Concern (AOC), and it supports a diverse number of fish and wildlife. This area on the LMR provides important riparian forest, shrubland, grassland, and wetland habitat for many indicator species in the Milwaukee Estuary AOC and as a result, addresses many Degradation of F&W Populations BUI metrics for multiple habitat types. It also provides important migratory stopover habitat for waterfowl (Documented: 18 species of ducks, 2 species of geese, 5 species of cranes/herons/egrets, 5 species of grebes/rails, 4 species of gulls/terns, and 9 species of shorebirds) and spawning habitat for Northern Pike. The site also

contains 97 species of flora and fauna that the Milwaukee County Parks (site owner) lists as priority conservation species within Milwaukee County.

This diversity is currently being threatened by a large presence of invasive species. A portion of the site is an old quarry that flooded and reverted to a variety of shallow water wetlands/emergent marshland. Former excavated gravel piles in the wetlands offer one of the only areas within the AOC where turtles can potentially nest safely. These piles are predominantly surrounded by water, which deter access for nest predators such as raccoons and skunks.

Through recent efforts to determine management actions for the Degradation of F&W Populations BUI, the Milwaukee Estuary AOC F&W Technical Advisory Committee (Tech Team) determined that this site is a key location in the Milwaukee Estuary AOC. It was determined to be important for semi-aquatic habitat associated species. The large size of this project site provides important habitat for riparian forest as well as wetland breeding birds, odonates, and mammals. It is well connected to the LMR River corridor and is a crucial project to meet our wildlife and fish metrics for BUI removal.

Given this site's diverse wetland habitats, it drives the biological diversity of the entire LMR AOC corridor to the south (LMRP Sections 2-6), where habitat restoration projects are currently underway. Therefore, it is important that this site receives much-needed enhancements to better support impaired reproducing wildlife populations within the Milwaukee Estuary AOC. This site is also directly adjacent to the Milwaukee Estuary AOC boundary on the LMR and provides the opportunity for earthwork habitat enhancements—which are limited in other areas of the LMR corridor due to location of the former Moss-American Superfund site directly to the south. This site provides the capability of implementing enhancements that are not feasible in downstream LMRP Sections 2-6.

Proposed Work

This project will complete the planning and design phase of enhancements to the 215.7-acre project site. Potential enhancements to benefit F&W populations in this area include: removal of select invasive species populations that could degrade the ecological functions of the wetlands; grassland/savanna enhancements through the removal of woody vegetation; upland and lowland forest stand improvements such as reforestation and select forest thinning to improve canopy diversity; wetland creation through shallow scrapes and the installation of water control structures; maintenance of aquatic buffer zones; shoreline enhancements such as woody vegetation removal on turtle nesting islands and potentially the installation of solar powered electric fencing to deter nest predators; woody structure installations to provide higher quality fish habitat; nest box installation to expand existing breeding populations of waterfowl and aerial insectivores; and semi-aquatic improvements through the installation of native plants for a variety of herptiles. Wisconsin Department of Natural Resources (WDNR) is partnering with Milwaukee County Parks (MCP) and Ozaukee County Planning and Parks (OCP) to implement the project.

The completed management action will contribute to achieving the physical/biological populations metrics set for the Degradation of F&W Populations BUI in the Milwaukee Estuary AOC. Specifically, the project will contribute to showing measurable success in the three goals below:

1. Improve the quality of terrestrial habitat types (i.e. forest, wetland, shrubland, grassland, semi-aquatic, and upland/grassland) to support a better population of wildlife indicator species:
 - Species and area of exotic invasive species removed
 - Amount (area or number) of native species planted to benefit wildlife indicator species
 - Number and species richness of wildlife indicator species found representing breeding behavior for consecutive years
 - Amount (area) of habitat types created, enhanced and/or protected
2. Improve the quality of aquatic habitat to support a better population of fish indicator species:
 - Amount (length or area) of fish habitat established or enhanced in the upper reaches of the Milwaukee and Menomonee Rivers for lake sturgeon and northern pike, respectively
 - Amount (length or area) of fish habitat established or enhanced for indicator and sub-indicator species
3. Improve connectivity between fish and wildlife populations by improving size and connecting gaps or barriers of habitat types:
 - Amount (length or area) of fish habitat or stream channel enhanced or restored
 - Amount (length) of corridor habitat improved or reconnected

Terrestrial/Uplands

This project will complete the planning and initial design process to identify upland work for LMRP Section 1, addressing the F&W populations BUI. As part of the planning and design process, it will be necessary for the staff to complete the vegetative surveys of the site documenting the presence and population levels of rare native plant species and invasive plant species. Additional surveys at this site will include ash tree population surveys to determine the full impact of emerald ash borer on riparian forest habitat degradation as well as a total habitat inventory of the site. This data will be collected using the Arc Collector app and generate shapefiles necessary for habitat enhancement/restoration designs. Similar planning and early design work occurred for the lower sections of the LMRP Sections 2-6 under the Loss of F&W Habitat BUI. These surveys in Section 1 will provide information to develop a habitat management plan that will help supplement the LMR Ecological Restoration Management Plan (ERMP), which was finalized in 2019 as part of the work in the lower portion of the LMR corridor. As a complement to the terrestrial surveys and habitat improvement planning that will occur on this site, a sub-awardee will conduct surveys of existing fish habitat and develop habitat improvement designs.

Aquatic

An aquatic site assessment will be completed by WI DNR designated subcontractor Ozaukee County Planning and Parks, to support planning and design for aquatic habitat enhancements. The site assessment will include the following components:

1. **Review Existing Data** – Available water quality and biological data within a few miles of the project area will be reviewed to assess the extent of nearby populations of fish and wildlife, so that planning and design work can be tailored to support colonization of new habitat within the project area by these source populations.
2. **Conduct Field Reconnaissance and Bathymetry Survey** – A site walk will be conducted to develop a qualitative assessment of opportunities at the site. A stream of high ecological priority and large, connected wetland complexes will be surveyed using side scan sonar to assess pool depth, substrate, and quantity of submerged woody debris to determine fish passage barriers to northern pike spawning.
3. **Monitor Water Quality** - The Wisconsin Department of Natural Resources Surface Water Integrated Monitoring System (SWIMS) database includes data from a PAH study in the 1990's within and downstream of the project area, a macroinvertebrate study in 1992, and temperature data from June to September 2009 downstream of the project. Additional continuous water quality monitoring is proposed to be assessed, and ultimately address, limiting factors to ecological health.
 - a. *Temperature and Dissolved Oxygen Study.* A preliminary review of the temperature data suggests that acute temperature criteria were occasionally exceeded during that time, and data was not reported in a way that allowed assessment of compliance with chronic criterion. Given the large surface area of water exposed to full sun in this formerly mined area, high summer temperatures may be a limiting factor for aquatic life. Low dissolved oxygen may also be a limiting factor, given that (1) warm water has lower capacity to dissolve oxygen, (2) agricultural headwaters with substantial nutrient loads combined with the large solar inputs within the reach likely result in significant primary productivity and associated diurnal oxygen fluctuations, and (3) because the stream reach was mined and has subsequently filled with unconsolidated silts and organic material and has an overly widened interface between the water column and streambed, the substrate may exert a much larger sediment oxygen demand than typical streams. Therefore, temperature and dissolved oxygen will be the focus of additional water quality monitoring for the project area, and if these parameters may be limiting ecological quality, stream and riparian enhancements that may incrementally improve temperature and dissolved oxygen conditions will be prioritized.
 - b. *Residential and Industrial Stormwater Assessment.* The project area is bordered on the west by industrial development and on the southeast by residential development. Stormwater from these areas enters the project site as both concentrated flow and as sheet flow. To ensure that proposed restoration efforts are feasible, it is necessary to assess the extent to which incorporation of

stormwater treatment on the project site is a priority, prior to any enhancements. It is also important to keep in mind that any infrastructure additions other than green infrastructure or bioswale placements to address runoff are outside of the AOC program and will need to be funded through different avenues. Flows through the site will be tested for parameters that are suitable surrogates for stormwater pollution. Specifically, turbidity, temperature, conductivity, pH, and dissolved oxygen will be measured periodically in these drainages. In addition, some grab sample monitoring is proposed for chlorides, *E. coli*, nutrients such as phosphorus and/or heavy metal contributions.

4. **Monitor Larval Fish** – The tributary entering the stream from the northeast is potentially providing spawning habitat for several species of wetland-spawning fish, including Northern Pike. Larval traps will be set within this tributary to assess the extent to which spawning is currently successful in and along this stream and to aid in deciding whether enhancements to this tributary to improve access along it are warranted. Monitoring data can be used to support BUI removal.
5. **Monitor Fish Community** – Additional fish community surveying through electrofishing (catch per unit effort) is proposed to further inform the species-specific Habitat Suitability Indices (HSI). Work done to determine HSI scores in downstream areas on the LMR has been completed by Ozaukee County Planning and Parks (OCP) as part of the baseline monitoring for the Degradation of F&W Populations BUI. Gathering a more precise HSI for the LMR Section 1 work will provide valuable information on fish community health and structure.
6. **Conduct and Analyze Stream Habitat Assessments** – Habitat within the project site will be assessed using species-specific HSI to determine habitat elements that may be limiting for fish species on the target list. These limits will provide the basis for prioritizing habitat projects within the site. A review of existing fish assemblage data in the downstream reaches of the Little Menomonee River from the baseline study that was conducted by OCP from 2016-2018 (Struck et al., 2018) will be used to help with the development of fish assemblage structure for this project site.
7. **Analyze Hydraulics** – An existing computational hydraulic model (HEC-RAS) will be updated with new survey data for the project reach to assess hydraulic conditions within the site and hydraulic conditions that may be achievable through modifications of the site. Specifically, given that the stream is currently recovering from historical in-stream mining through deposition and re-creation of floodplain and streambanks, sediment transport through the project area is very limited, which may pose a challenge for maintaining pool depth. Analysis of opportunities to create scour or pools through various proposed restoration features will be completed using hydraulic computational modeling.

Following this site assessment and analysis process, project partners will use the data gathered to determine appropriate construction of aquatic habitat at the site and will be incorporated as a supplementary document to the habitat management plan. Preliminary and final design and engineering will be completed for this proposed work, construction drawings, technical specifications, an engineer's opinion of probable cost, and a long-term management plan will be developed.

Collaboration with Partners

Current habitat restoration work that is being implemented directly north of W County Line Road in the LMR corridor includes Ozaukee County Planning and Parks (OCP) projects on Milwaukee Metropolitan Sewerage District (MMSD) Greenseams properties, as well as ongoing Milwaukee County Parks planning for the LMR corridor directly to the south of this site (MCP Sections 2 – 6). This work to the south is being implemented as part of the LMRP ERMP by MCP and is a management action for the Loss of F&W Habitat BUI. It encompasses goals and objectives that can be found in the 2020 Removal Target Updates for the Milwaukee Estuary Area of Concern.

The aquatic and riparian work portion of this work (as referenced above) will be completed by OCP through their Ecological Division. They have extensive experience in managing large and complex technical projects. Their previous work, involvement, and knowledge of the LMR Corridor will provide an important source of expertise.

A project team made up of representatives from the DNR and the Counties will ensure coordination and continuous interaction between parties. At a minimum the project team will include the respective project managers for all agencies. The project team will utilize collaborative decision making. The team shall function within the framework of funding regulations, state statutes, and County ordinances. It is recognized that project outputs must meet Milwaukee Estuary AOC goals and criteria within the scope of the AOC program. It is DNR's responsibility to ensure satisfaction of these goals and criteria.

Tasks and Deliverables

The following is a list of tasks that must be completed for the project along with the deliverables associated with each task. All work products must be approved by WDNR and will be retained as property of WDNR. All work deliverables should be submitted to the WDNR Project Manager.

Task 1: Prepare and gain approval for a Quality Assurance Project Plan (QAPP) for both design and construction from WDNR and the US Environmental Protection Agency.

Deliverables:

- a) Completed QAPP in electronic format

Task 2: Historical and Existing Data Review - MCP and OCP review and compile existing data, identify gaps or outdated information, and assess as necessary. Existing data may include data from the Milwaukee Estuary AOC Baseline Wildlife Population Assessment, SEWRPC, AOC Wadeable Fisheries assessment, other fish, wildlife and habitat data of WDNR origin, USGS gauge data, county GIS mapping resources, and Cornell eBird data.

Deliverables:

- a) Copies of data or information in electronic format.

Task 3: MCP Vegetative Surveys - Milwaukee County Parks staff shall perform thorough vegetative (non-native and native) inventories and ash tree surveys of LMR – Section 1. Survey data will be directly incorporated into the planning effort. Survey data will be submitted in

electronic format, which includes location information (i.e. lat/long, decimal degrees, etc.) for non-native invasive species populations and sensitive native species (as defined by the Milwaukee County MCP, WDNR and/or SEWRPC). Acceptable formats include Microsoft Excel and/or ArcGIS geo-database.

Deliverables:

- a) Survey documentation including completed data sheets, photographs, and other documentation will be submitted in the appropriate format, with electronic format preferred. Species identification verification through voucher photographs for state or federally listed species. Photographs should be of the highest available resolution and provide needed information for species identification purposes. For all field work, accurate location information for survey sites, boundaries, species occurrence, etc. must be collected using GPS with 95% accuracy, so data can be used in geographic information systems, including ArcGIS 10.3. The referencing system and datum (i.e. WGS84, WTM 83/91) must be documented for all data collected.
- b) Provide reporting to Natural Heritage Inventory of the occurrence of county, state, and federal rare, threatened, or endangered species observed.
- c) Maps of existing herbaceous and woody plant communities with survey points/transects and/or survey areas shown.

Task 4: Ozaukee County Planning and Parks (OCP) Aquatic Site Assessments - Ozaukee County Department of Planning and Parks (OCP) through a cooperative agreement with MCP will perform thorough aquatic site assessments to support planning and design for aquatic habitat enhancements of LMR – Section 1. This work can be found in more detail under the proposed work section, numbered 1-6. Survey data will be directly incorporated into the planning effort and any hydraulic modeling (HEC-RAS) that will be completed under this task. Survey data will be submitted in electronic format, which includes but is not limited to: location information (i.e. lat/long, decimal degrees, etc.), water quality sampling locations and data, fish sampling locations and data, other miscellaneous biological data, bathymetry data, side scan data, and substrate and cover data. Acceptable formats include Microsoft Excel and/or ArcGIS geo-database.

Deliverables:

- a) Survey documentation including completed data sheets, photographs, and other documentation will be submitted in the appropriate format, with electronic format preferred. Photographs should be of the highest available resolution and provide needed information for suitable areas for habitat enhancements. For all field work, accurate location information for survey sites, boundaries, and habitat features, must be collected using GPS with 95% accuracy, so data can be used in geographic information systems, including ArcGIS 10.6.1. The referencing system and datum (i.e. WGS84, WTM 83/01) must be documented for all data collected.
- b) Provide reporting to Natural Heritage Inventory of the occurrence of county, state, and federal rare, threatened, or endangered species observed.
- c) Maps of existing data collected and represented in a way to show baseline aquatic habitat features with survey points/transects and surveys shown.

Task 5: Basis of Design Report for Aquatic Enhancements - OCPP will prepare and submit a final basis of design (BOD) report that will encompass all the data, analyses, results, and any additional work or information that was gathered under this scope of work. This can be completed as one entire report with multiple appendices or separately. The final report(s) shall include a summary and analyses of the data and information collected in Task 4 with recommendations for aquatic habitat enhancements.

Deliverables:

- a) A final Basis of Design (BOD) Report in electronic format.

Task 6: Preliminary and Final Design - OCPP will be used in the final BOD report from Task 5 for preparing preliminary engineering and design for these proposed aquatic habitat enhancement recommendations. Based on feedback from MCP and WDNR and any additional necessary approvals, OCPP shall proceed towards final design with construction drawings, technical specifications, and an engineer's opinion of probable cost and a long-term management plan. MCP, in conjunction with OCPP, will prepare all federal, state, and local permit applications and gain regulatory approvals as required. Materials will be prepared to ensure compliance with all state and federal laws, including but not limited to the National Historic Preservation Act, National Environmental Policy Act, and Endangered Species Act.

Deliverables:

- a) Preliminary and final engineering designs and specifications, with cost estimates, electronic (PDF and/or CADD) formats.
 - b) Copies of all permit applications, materials, and regulatory correspondence.
 - c) Long-term management plan of the aquatic habitat enhancements to be included as an appendix for Task 7 for the Milwaukee County Parks comprehensive restoration and management plan for LMR Section – 1.
 - d) Sec 106 Deliverables:
Complete and provide reports for the following:
 - *Delineate the area of potential effects (APE), map or site figure
 - *Identify previous archaeological surveys or documentation of historic properties (also for nearby relevant areas)
 - *Conduct desktop or field surveys as appropriate
 - *Identify any historic properties
 - *Identify relevant consulting parties if appropriate for the project
 - *Involve public – both before and after determination of effect as appropriate for the project and identify how the public was involved
 - *Draft letter of determination and SHPO form to describe APE, identify any historic properties
- *Following EPA Review, submit SHPO form (GLNPO to send letter to applicable parties/tribes)

Task 7: Prepare a Comprehensive Restoration and Management Plan for LMR Section 1 - MCP data, surveys, and maps will be used in conjunction with the final Basis of Design report and data from OCPP to prepare a comprehensive restoration and management plan for LMR Section – 1. The plans will be developed in accordance with the Project Scope detailed in the above sections and AOC program goals. If needed, MCP will hire a consultant to assist with management plan activities and engineering plan development.

Deliverables:

- a) Request for proposals to solicit consulting firm.
- b) Preliminary and final engineering designs and specifications, with cost estimates, electronic (PDF and CADD) formats.
- c) A comprehensive restoration and management plan for LMR – Section 1 based on the existing MCP models for habitat management plans. The plan will also identify any constraints limiting restoration opportunities; develop a decision support chart to determine feasible restoration and incorporate data collected in Tasks 2, 3, and 4; list fish and wildlife critical habitat requirements (biological constraints) for guiding proposed habitat restorations, and identify any projects/actions needing further design, development, or engineering.

Task 8: Collaboration with project partners and stakeholders - MCP and OCPP will collaborate with WDNR via the project manager and other appropriate staff throughout the project. The County will include all phases of the project appropriate public input processes and notices in addition to soliciting input from the Tech Team during the design and comprehensive restoration and management plan stages. The WDNR project manager will facilitate input via the Tech Team for technical expertise, as well as the Milwaukee AOC Outreach and Communications team for any materials that are to be developed for public outreach or meetings.

Deliverables:

- a) Summary of public feedback, public meeting minutes, and stakeholder (DNR, Tech Team, MKE AOC Outreach and Communications Team) meeting minutes in electronic format; Electronic format copy of any public informational meeting deliverables, presentations, meeting notices, etc.

Task 9: Prepare and Submit Quarterly Reports - Reports will be submitted January 1, April 1, July 1, and October 1 until project close out. Reports will identify amount expended per quarter, activities conducted, and planned activities for the following quarter, along with identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) during the quarter and how they were addressed.

Deliverables:

- a) Subaward recipient quarterly project reports from receipt of funding or pre-award cost eligibility through project close out. Reports will be summarized in a semi-annual report to EPA.
- b) Final report on activities completed.

Project Schedule

The general Aquatic and project support activity timeline listed below to be completed by Ozaukee County (sub-consultant) is subject to change depending on weather, site conditions, and other environmental conditions. Any changes to timing below will be through written notification from the MCP Project Manager or AOC Program Supervisor to the WDNR Project manager (email acceptable).

Vegetative inventory survey start times are weather dependent. The general timetable listed below is subject to change depending on weather and other environmental conditions or impacts related to COVID-19. Any changes to timing below will be through written notification from the MCP Project Manager or AOC Program Supervisor to the WDNR Project Manager (email acceptable).

| Task | Timeframe | Responsible Party |
|---|----------------------------|--|
| Establish Subaward agreements | July 2020 – September 2020 | WDNR, MCP, Ozaukee County |
| Quality Assurance Documentation (development and approval) | August 2020 | MCP Wisconsin DNR US EPA |
| Vegetative Sampling and Data Analysis | July 2020 – July 2021 | MCP |
| Review Existing Data | September– December 2020 | Ozaukee County MCP |
| Section 106 Review and Determinations | July 2020 – October 2021 | Ozaukee County MCP Wisconsin DNR US EPA |
| Conduct Field Reconnaissance and Bathymetry Survey | September – October 2020 | Ozaukee County |
| Monitor Water Quality | September 2020 – July 2021 | Ozaukee County |
| Monitor Larval Fish | May – June 2021 | Ozaukee County |
| Monitor Fish Community | August 2020 – October 2021 | Ozaukee County |
| Conduct and Analyze Stream Habitat Assessments | September – December 2020 | Ozaukee County |
| Analyze Hydraulics | August 2020 – July 2021 | Ozaukee County, partners |
| Preparation of Draft Restoration Plan(s) for DNR Review & Comment | June 2021 – October 2021 | MCP |

| | | |
|---|-------------------------------|--|
| Updates to Tech Team (project status, noteworthy findings, and proposed restoration plan(s) or actions) for Review and Comment; Host public/stakeholder meeting | January and October 2021 | MCP Sub-awardee Wisconsin DNR |
| Preliminary and Final Design and Engineering, Technical Specifications, EOPC, Long-term management plan | November 2020 – November 2021 | Ozaukee County, MCP, Wisconsin DNR, USEPA |
| Reporting | Quarterly | MCP |
| Finalization of Restoration Plan(s) | September - October 2021 | MCP |
| Grant Project Closeout | December 2021 | MCP, Wisconsin DNR |

Project Budget & Invoicing

| Milwaukee County Parks | Total Cost |
|---|-------------------|
| Personnel: MCP Staff (3/2020-12/2021) | |
| Seasonal Field Technicians: (\$18.50 hourly salary rate + 7.65% fringe) x 500.04 hours | \$9,958 |
| Natural Areas Supervisor (\$30.15 hourly rate + 23% fringe) x 242.86 hours | \$9,006 |
| Asst. Natural Areas Coordinator (\$22.02 hourly rate + 23% fringe) x 242.65 hours | \$6,572 |
| Restoration Ecologist: (\$23.70 hourly rate + 23% fringe) x 115.27 hours | \$3,360 |
| Parks Maintenance Worker Asst: (\$16.10 hourly rate + 23% fringe) x 118.73 hours | \$2,351 |
| Ozaukee County Department of Planning and Parks – Collect data and plan fish habitat improvements for LMR Section 1. Develop fish habitat improvement designs for LMR section 1. Tech Team and stakeholder outreach support, preparation and distribution of necessary reports, permit acquisition, amendment(s) to QAPP and SOW support, engineering and design services, and regulatory coordination. | \$252,467 |
| Other: Public Meeting Outreach and Permitting | \$8,000 |
| Total Direct Cost | \$291,714 |
| **Indirect Charges (%): | \$0 |
| Total Cost | \$291,714 |

**Milwaukee County Parks elects not to claim any indirect costs for this project.

The method of payment is reimbursement for expenses incurred upon invoice. Invoices will be submitted to DNR on a quarterly basis, but can be submitted on a monthly basis if desired. Documentation of allocation of project costs must be included on each invoice. Invoices must also include details/description of work invoiced and copies of contractor invoices.

Responsibilities of Partners, Collaboration & Decision Making

The MCP, OCPP, WDNR are entering into this project with a shared vision of water quality and wildlife habitat improvement through a collaborative approach. It is the intent of all to complete a project that benefits the AOC and in turn the community, while fitting into the site and regulatory constraints. It is recognized that the project must meet the funding goals and criteria. It is WDNR's responsibility through the funding to ensure satisfaction of these goals and criteria for meeting the delisting of the BUIs.

A project team made up of representatives from the WDNR, MCP, and OCPP will ensure coordination and continuous interaction between parties. At a minimum the project team will include the respective project managers for both agencies. The project team will utilize collaborative decision making.

It is recognized that project outputs must meet Great Lakes Restoration Initiative and AOC goals and criteria. It is WDNR's responsibility to ensure satisfaction of these goals and criteria.

Milwaukee County shall:

- Provide a project manager.
- Provide access to its properties for this scope of work to be conducted.
- Administer the funding according to the aid agreement and this scope of work.
- Coordinate with sub-awardee OCPP to carry out this scope of work.
- Assure the scope of work defined has been completed by December 2021.
- As riparian landowner, will secure or have consultants secure necessary permitting.
- Obtain necessary approval from local entities, including the Milwaukee County Board.
- Work with the DNR to ensure the project meets the Area of Concern program goals to the DNR's satisfaction.

Wisconsin Department of Natural Resources shall:

- Provide a project manager.
- Provide funding for the execution of this scope of work in the amount specified in section Project Funding & Invoicing.
- Provide oversight of this funding agreement.
- Provide any available information collected as part of other AOC related projects.
- Provide any available NHI data for the AOC restoration project area (preferably in a GIS format).
- Provide technical on-the ground project review support of all fisheries related activities in a timely manner.
- Review and approve drafts, work products, invoices and deliverables in a timely manner.

- Provide formal written approval from the USEPA, allowing any recommendations/designs for soil disturbance in the Moss American deed restricted areas, prior to moving into the on-the ground implementation phase.

CERTIFICATE OF INSURANCE**ISSUE DATE: 2/2/2021**

AEGIS CORPORATION
18550 W. CAPITOL DRIVE
BROOKFIELD, WISCONSIN 53045
TEL: (800)236-6885
FAX: (262)781-7743

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 INSURERS(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURED:
Ozaukee County
121 W. Main Street
Port Washington, WI 53074

COMPANY AFFORDING COVERAGE:**WISCONSIN COUNTY MUTUAL INSURANCE CORPORATION****COVERAGES:**

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 OF 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.

| TYPE OF INSURANCE | POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | LIMITS |
|--|---------------|----------------|-----------------|------------------------------|
| LIABILITY GENERAL LIABILITY LAW ENFORCEMENT LIABILITY PUBLIC OFFICIALS E&O AUTOMOBILE LIABILITY ALL OWNED AUTOS HIRED & NON-OWNED AUTOS UNINSURED MOTORISTS | 14621 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE \$10,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

Certificate holder is named as an additional insured with regards to the Little Menomonee Project's Service Agreement between Ozaukee County Planning and Parks Department and Milwaukee County Parks. Project completion date is 09-30-2023 or until either party notifies the other of its termination.

CERTIFICATE HOLDER:

Milwaukee County Parks
Attn: Erica Hayden
9480 W Watertown Plank Rd
Wauwatosa, WI 53226

CANCELLATION:

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

Karen Flynn

WISCONSIN COUNTY MUTUAL INSURANCE CORPORATION

22 E. Mifflin Street, Suite 900, Madison, WI 53703

Policy Number WC2100146

SPECIFIC EXCESS AND AGGREGATE EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INDEMNITY POLICY

SCHEDULE

1. Insured: Ozaukee County
2. Mailing address: P. O. Box 994
Port Washington, WI 53074-0994
3. Named states: Wisconsin
4. Excluded states: None
5. Policy period:
 - (a) From: January 1, 2021
 - (b) To: January 1, 2022Both days at 12:01 A.M. standard time at the insured's address shown in Item 2 of this Schedule
6. Specific retention:
 - (a) Each accident: \$300,000
 - (b) Each employee for disease: \$300,000
7. Specific limit each accident:
 - (a) Policy Part One, Workers Compensation: Statutory
 - (b) Policy Part Two, Employers Liability: \$500,000
8. Specific limit each employee for disease:
 - (a) Policy Part One, Workers Compensation: Statutory
 - (b) Policy Part Two, Employers Liability: \$500,000
9. Aggregate retention:
 - (a) Normal premium multiplied by: N/A
 - (b) Estimated normal premium: N/A
 - (c) Maximum retention: \$600,000
10. Aggregate limit: N/A

11. Classification of Operations:

| | Estimated Payroll | Rate per \$100 Payroll | Estimated Manual Premium |
|---|----------------------|---------------------------|--------------------------------|
| Code Classification See Endorsement #1 | | | |

12. Premium:

- (a) Payroll divided by \$100 multiplied by
- (b) Minimum: \$81,909.00
- (c) Deposit: \$81,909.00

13. Endorsement Serial Numbers:

WC-01

14. Claims Service Company:

Aegis Corporation
18550 W. Capitol Drive
Brookfield, WI 53045-1925

Countersigned

WISCONSIN COUNTY MUTUAL INSURANCE CORPORATION

Licensed Agent

Authorized Representative

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

FOR MILWAUKEE COUNTY:

FOR OZAUKEE COUNTY PLANNING & PARKS DEPT

BY: Guy Smith DATE: 5/3/2021

BY: Andrew T. Struck DATE: 5/13/2021

NAME: Guy Smith

NAME: Andrew Struck

TITLE: Executive Director, Parks Department

TITLE: Director, Ozaukee County Planning & Parks De

DEPARTMENT: Milwaukee County Parks

TAXPAYER ID No.: 39-6005726

REVIEWED AS TO INSURANCE REQUIREMENTS:

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: Megan Rogers DATE: 5/4/2021

BY: Lamont Robinson DATE: 5/6/2021

Risk Manager
Office of Risk Management

Director
Community Business Development Partners

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

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: [Signature] DATE: 5/6/2021

BY: David Farwell DATE: 5/3/2021

Milwaukee County Comptroller
Office of the Comptroller

Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

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

BY: [Signature] DATE: 5/10/2021

BY: David Farwell DATE: 5/10/2021

David Crowley, County Executive
Office of the County Executive

Corporation Counsel
Office of Corporation Counsel

TBE Participation Recommendation**CONTACT INFORMATION**

Contract Administrator: Erica Goblet Phone: 414-257-8017 Date: 5/3/2021
 Email Address Erica.Goblet@milwaukeecountywi.gov Dept: Parks Grant \$\$: n/a Org No. 9000

PROJECT INFORMATION

Project Name: Little Menomonee Habitat Restoration Project No.: n/a

Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):
 Enhancing habitat for fish and wildlife populations in Section 1 of the Little Menomonee River
~~(LMR) Parkway has been identified as a management action for the Degradation of Fish and Wildlife~~
 (F&W) Populations Beneficial Use Impairment (BUI)

Contracting Opportunities (List NAICS codes): n/a

TYPE OF PROJECT

Contract Value: \$252,467 Contract Type: Service Agreement

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less B. Rental or Lease C. Governmental Agency or Institution
 D. ¹Non-Profit (No subcontract) E. Purchasing or Renewal of software license
 F. ²Contract Extension/Amendment G. ³Specialized H. Only one individual assigned to the contract
 I. The nature (scope of work) of contract doesn't have subcontracting opportunities J. ⁴Grants
 K. No funding use by Milwaukee County L. Special License or Certificate required
 M. Other n/a

Department/Division Administrator

Name Guy Smith Signature Guy Smith Date 5/3/2021

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals: _____ %

This contract is exempt from a participation goal: Yes No

Approved: Lamont Robinson Date: 5/6/2021

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

| | | | |
|--|----------------------------------|------------------------------|-------|
| Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus | CONTRACT TYPE | | |
| | Professional Service - Operating | | |
| | Professional Service - Capital | | |
| | Purchase of Service | | |
| | Preliminary | X | Final |
| DEPARTMENT NAME | AGENCY NO. | DEPARTMENT (HIGH) ORG | |
| Parks | 900 | 9000 | |

VENDOR INFORMATION

| | | | | | | |
|-------------------------------|-------------------------|---------------|---------------------------|-------------------------------|-----------------------|--|
| VENDOR NO. | ORDER TYPE | NEW or | AMEND | CONTRACT NO. | | |
| 01443 | service | X | | | | |
| NAME OF VENDOR | | | | ADDRESS | | |
| Ozaukee County | | | | W Main Street PO BOX 994 | | |
| Planning and Parks Department | | | | Port Washington, WI 53074 | | |
| TAX I.D. NO. | EFFECTIVE DATES: | | LENGTH OF CONTRACT | AMENDMENT ONLY: DOLLAR | TOTAL CONTRACT | |
| n/a | begin date | end date | (IN MONTHS) | CHANGE | AMOUNT | |
| | Upon signing | 12/31/2023 | 31 | | \$99,000 | |

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 |
|---------------------|---------|------|--------|----------|----------|----------|--------|------------|------------|-------|---------------------------------|
| 2021 | 1 | 0001 | 900 | 9420 | KLMR | VM11 | 6149 | Grant | RADM | 1 | \$99,000 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

PURPOSE OF CONTRACT

Per the grant with the DNR, Milwaukee County is to contract with Ozaukee County for Enhancing habitat for fish and wildlife populations in Section 1 of the Little Menomonee River (LMR) Parkway. The agreement ends 12/31/2021 and has two one-year renewals. Funding for the first term will not exceed \$99,000 and for the term and two renewals will not exceed \$252,467.

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

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? _____ Under \$100K and extensions under \$300K

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

Is Vendor a certified professional service DBE? YES NO

| | | | | |
|-----------------------------------|---------------------|------|----------|--------------------|
| Prepared By | <i>Erica Goblet</i> | Date | 5/3/2021 | Contracts Manager |
| Signature of County Administrator | <i>Guy Smith</i> | Date | 5/3/2021 | Executive Director |
| | | | | Title |

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

| | | | |
|---|----------------------------------|---|-------|
| Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus | CONTRACT TYPE | | |
| | Professional Service - Operating | | |
| | Professional Service - Capital | | |
| | Purchase of Service | | |
| | Preliminary | X | Final |

| | | |
|-----------------|------------|-----------------------|
| DEPARTMENT NAME | AGENCY NO. | DEPARTMENT (HIGH) ORG |
| Parks | 900 | 9000 |

VENDOR INFORMATION

| | | | | |
|------------|------------|--------|-------|--------------|
| VENDOR NO. | ORDER TYPE | NEW or | AMEND | CONTRACT NO. |
| 01443 | service | X | | |

| | |
|-------------------------------|---------------------------|
| NAME OF VENDOR | ADDRESS |
| Ozaukee County | W Main Street PO BOX 994 |
| Planning and Parks Department | Port Washington, WI 53074 |

| | | | | |
|--------------|--|--|----------------------------------|--------------------------|
| TAX I.D. NO. | EFFECTIVE DATES: begin date end date | LENGTH OF CONTRACT (IN MONTHS) | AMENDMENT ONLY: DOLLAR CHANGE | TOTAL CONTRACT AMOUNT |
| n/a | Upon signing 12/31/2023 | 31 <i>Approx. 8 + parties may extend 12 + 12</i> | | \$99,000 |

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 |
|---------------------|---------|------|--------|----------|----------|----------|--------|------------|------------|-------|----------------------------------|
| 2021 | 1 | 0001 | 900 | 9420 | KLMR | VM11 | 6149 | Grant | RADM | 1 | \$99,000 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

PURPOSE OF CONTRACT

Per the grant with the DNR, Milwaukee County is to contract with Ozaukee County for Enhancing habitat for fish and wildlife populations in Section 1 of the Little Menomonee River (LMR) Parkway. The agreement ends 12/31/2021 and has two one-year renewals. Funding for the first term will not exceed \$99,000 and for the term and two renewals will not exceed \$252,467.

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

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? _____ Under \$100K and extensions under \$300K

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

Is Vendor a certified professional service DBE? YES NO

| | | |
|---|------------------|--------------------|
| Prepared By <i>Erica Goldet</i> | Date 5/3/2021 | Contracts Manager |
| Signature of County Administrator <i>Guy Smith</i> | Date 5/3/2021 | Executive Director |

Certificate Of Completion

Envelope Id: 98D71C7E4C824918BCF218F2069AF1B8

Status: Completed

Subject: Please DocuSign: Little Menomonee River Pkwy - Fish and Wildlife (grant funded)

Source Envelope:

Document Pages: 27

Signatures: 12

Envelope Originator:

Certificate Pages: 6

Initials: 0

Erica Goblet

AutoNav: Enabled

633 W. Wisconsin Ave.

Enveloped Stamping: Enabled

Suite 901

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

Milwaukee, WI 53203

Erica.Goblet@milwaukeecountywi.gov

IP Address: 204.194.251.3

Record Tracking

Status: Original

Holder: Erica Goblet

Location: DocuSign

5/3/2021 9:31:21 AM

Erica.Goblet@milwaukeecountywi.gov

Signer Events**Signature****Timestamp**

Erica Goblet

Erica.Goblet@milwaukeecountywi.gov

Contracts Manager

Milwaukee County

Security Level: Email, Account Authentication
(None)*Erica Goblet*Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

Sent: 5/3/2021 9:38:37 AM

Viewed: 5/3/2021 9:39:04 AM

Signed: 5/3/2021 9:50:47 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Guy Smith

Guy.Smith@milwaukeecountywi.gov

Executive Director, Parks Department

Milwaukee County

Security Level: Email, Account Authentication
(None)*Guy Smith*Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

Sent: 5/3/2021 9:38:36 AM

Viewed: 5/3/2021 11:13:07 AM

Signed: 5/3/2021 11:13:40 AM

Electronic Record and Signature Disclosure:

Accepted: 12/11/2017 4:09:25 PM

ID: 022e4205-7af7-4f9e-a114-b604b5086b96

Lamont Robinson

lamont.robinson@milwaukeecountywi.gov

Director, CBDP

Milwaukee County

Signing Group: Community Business Development
PartnersSecurity Level: Email, Account Authentication
(None)*Lamont Robinson*Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

Sent: 5/3/2021 11:13:43 AM

Viewed: 5/6/2021 5:27:33 PM

Signed: 5/6/2021 5:37:42 PM

Electronic Record and Signature Disclosure:

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

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

David Farwell

David.Farwell@milwaukeecountywi.gov

Assistant Corporation Counsel

Milwaukee County

Signing Group: Corporation Counsel

Security Level: Email, Account Authentication
(None)*David Farwell*Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.5




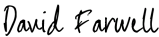
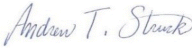
Sent: 5/3/2021 11:13:44 AM

Viewed: 5/3/2021 11:27:08 AM

Signed: 5/3/2021 11:27:46 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Comptroller comptrollersignature@milwaukeecountywi.gov Comptroller Milwaukee County Security Level: Email, Account Authentication (None) |  Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.5 | Sent: 5/3/2021 11:13:45 AM Viewed: 5/5/2021 5:10:06 PM Signed: 5/6/2021 12:12:23 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Megan Rogers megan.rogers@milwaukeecountywi.gov Director Milwaukee County Signing Group: Risk Management Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3 | Sent: 5/3/2021 11:13:45 AM Viewed: 5/4/2021 7:48:23 AM Signed: 5/4/2021 7:50:30 AM |
| Electronic Record and Signature Disclosure: Accepted: 11/15/2018 8:01:37 AM ID: b9a5cb95-855d-440c-886b-36b20bdadc17 | | |
| County Executive David Crowley David.Crowley@milwaukeecountywi.gov Milwaukee County Executive Milwaukee County Security Level: Email, Account Authentication (None) |  Signature Adoption: Uploaded Signature Image Using IP Address: 174.192.141.127 Signed using mobile | Sent: 5/6/2021 5:37:46 PM Viewed: 5/10/2021 10:59:37 AM Signed: 5/10/2021 10:59:48 AM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| David Farwell David.Farwell@milwaukeecountywi.gov Assistant Corporation Counsel Milwaukee County Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5 | Sent: 5/10/2021 10:59:53 AM Viewed: 5/10/2021 1:14:56 PM Signed: 5/10/2021 1:15:03 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Andrew Struck astruck@co.ozaukee.wi.us Director, Ozaukee County Planning & Parks De OZAUKEE COUNTY PLANNING & PARKS DEPT Security Level: Email, Account Authentication (None) |  Signature Adoption: Uploaded Signature Image Using IP Address: 75.9.102.154 | Sent: 5/10/2021 1:15:07 PM Viewed: 5/10/2021 2:16:42 PM Signed: 5/13/2021 8:48:05 AM |
| Electronic Record and Signature Disclosure: Accepted: 5/10/2021 2:16:42 PM ID: 0f06f3ec-309e-4a7d-80ca-d0bc5f0ba54f | | |

| In Person Signer Events | Signature | Timestamp |
|-------------------------------------|---------------|------------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |

| Certified Delivery Events | Status | Timestamp |
|---|------------------|----------------------------|
| Carbon Copy Events | | |
| AP Copy APcontracts@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/13/2021 8:48:09 AM |
| Joseph Lamers Joseph.Lamers@milwaukeecountywi.gov Budget Director Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/13/2021 8:48:09 AM |
| Natalie Dutack natalie.dutack@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/13/2021 8:48:11 AM |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | | |
| Envelope Sent | Hashed/Encrypted | 5/3/2021 9:38:37 AM |
| Certified Delivered | Security Checked | 5/10/2021 2:16:42 PM |
| Signing Complete | Security Checked | 5/13/2021 8:48:05 AM |
| Completed | Security Checked | 5/13/2021 8:48:11 AM |
| Payment Events | Status | Timestamps |
| 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.

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.

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

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

Certificate Of Completion

| | |
|--|------------------------------------|
| Envelope Id: 3D24BE1D85AF40D09C99169FE826FAB3 | Status: Completed |
| Subject: DocuSign: Extension to 2021 Service Contract LMR Section 1 Ozaukee County | |
| Source Envelope: | |
| Document Pages: 35 | Signatures: 2 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Erica Goblet |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 633 W. Wisconsin Ave. |
| | Suite 901 |
| | Milwaukee, WI 53203 |
| | Erica.Goblet@milwaukeecountywi.gov |
| | IP Address: 204.194.251.5 |

Record Tracking

| | | |
|----------------------|------------------------------------|--------------------|
| Status: Original | Holder: Erica Goblet | Location: DocuSign |
| 12/1/2022 1:14:09 PM | Erica.Goblet@milwaukeecountywi.gov | |

Signer Events

| Signature | Timestamp |
|--|---|
| <p>Andrew Struck</p> <p>astruck@co.ozaukee.wi.us</p> <p>Security Level: Email, Account Authentication (None)</p> <p><i>Andrew Struck</i></p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 24.208.64.43</p> | <p>Sent: 12/1/2022 1:16:50 PM</p> <p>Viewed: 12/2/2022 10:07:05 AM</p> <p>Signed: 12/2/2022 10:56:42 AM</p> |

Electronic Record and Signature Disclosure:
 Accepted: 12/2/2022 10:07:05 AM
 ID: 9aed99ae-85d3-431c-bb06-e88e9013bc28

| | |
|--|---|
| <p>Guy Smith</p> <p>Guy.Smith@milwaukeecountywi.gov</p> <p>Executive Director, Parks Department</p> <p>Milwaukee County</p> <p>Security Level: Email, Account Authentication (None)</p> <p><i>Guy Smith</i></p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 204.194.251.3</p> | <p>Sent: 12/1/2022 1:16:49 PM</p> <p>Viewed: 12/1/2022 1:24:36 PM</p> <p>Signed: 12/1/2022 1:24:41 PM</p> |
|--|---|

Electronic Record and Signature Disclosure:
 Accepted: 12/11/2017 4:09:25 PM
 ID: 022e4205-7af7-4f9e-a114-b604b5086b96

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |

| | | |
|--|---|---|
| <p>Saji Villoth</p> <p>Saji.Villoth@milwaukeecountywi.gov</p> <p>Contracts Manager Assistant</p> <p>Security Level: Email, Account Authentication (None)</p> | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | <p>Sent: 12/2/2022 10:56:44 AM</p> <p>Viewed: 12/2/2022 12:47:54 PM</p> |
|--|---|---|

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| Carbon Copy Events | Status | Timestamp |
|--|--------|-----------------------------|
| Natalie Dutack natalie.dutack@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) | COPIED | Sent: 12/2/2022 10:56:45 AM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 12/1/2022 1:16:50 PM |
| Certified Delivered | Security Checked | 12/1/2022 1:24:36 PM |
| Signing Complete | Security Checked | 12/1/2022 1:24:41 PM |
| Completed | Security Checked | 12/2/2022 10:56:46 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| 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.

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.

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

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