

AGENDA

Potter Park Zoo Advisory Board
1301 S. Pennsylvania Avenue ~ Lansing, MI 48912
Telephone: 517.342.2776; Fax: 517.316.3894

The Board information packet is available on-line by going to www.potterparkzoo.org, selecting "About," clicking on "Zoo Board Meetings" and clicking "April 14, 2021".

POTTER PARK ZOO ADVISORY BOARD MEETING

**Wednesday, April 14, 2021
6:00 PM**

Join Zoom Meeting

<https://zoom.us/j/93265305143?pwd=bVVHajZhWkNRtkJLb3RkQzU1V3JEZz09>

Meeting ID: 932 6530 5143

Passcode: 923478

- 1. Call to Order**
- 2. Approval of March 10, 2021 Meeting Minutes.**
- 3. Limited Public Comment – *Limited to 3 minutes with no discussion***
- 4. Late Items/Deletions/Consent Items**
- 5. Director's Report**
 - a. Finance Reports – Cynthia Wagner/Amy Morris
 - b. Admission Report- Cynthia Wagner
 - c. Director's Report – Cynthia Wagner/Amy Morris
- 6. New Business**
 - a. 2021 Budget – Discussion
 - b. Resolution – Zoological Society/Ingham County Agreement
- 7. Old Business**
 - a. Strategy Subcommittee – Mary Leys
 - b. External Relations Subcommittee – Cheryl Bergman
- 8. Board Comments**
- 9. Limited Public Comment - *Limited to 3 minutes with no discussion***
- 10. Upcoming Meeting**
 - a. Zoo Advisory Board Meeting **May 12, 2021 at 6:00 PM**
- 11. Adjournment**

Official minutes are stored and available for inspection at the address noted at the top of this agenda. Potter Park Zoo will provide necessary reasonable auxiliary aids and services, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at the meeting for the visually impaired, for individuals with disabilities at the meeting upon five (5) working days' notice to the Zoo. Individuals with disabilities requiring auxiliary aids or services should contact the Zoo by writing to: Zoo Director, 1301 S. Pennsylvania Ave., Lansing, MI 48912, or by calling 517.342.2776.

**MINUTES – INGHAM COUNTY
POTTER PARK ZOO ADVISORY BOARD**

**1301 S. Pennsylvania Avenue,
Lansing, MI, March 10, 2021**

The Ingham County Potter Park Zoo Advisory Board held a regularly scheduled meeting via Zoom.

BOARD MEMBERS

PRESENT: Commissioner Tennis, Chair John Groen, Vice Chair Kyle Binkley, Cheryl Bergman, Cindy Kangas, Julie Pingston, Dr. Richard Snider, and Mary Leys

ALSO PRESENT: Cynthia Wagner, Zoo Director, Amy L. Morris-Hall, Zoological Society Executive Director and Jared Cypher

ABSENT: Commissioner Trubac, Mary Hauser, Molly Korn and Yanice Jackson Long

CALL TO ORDER: Chair Groen called the regular meeting of the Ingham County Zoo Advisory Board to order at 6:01 p.m.

MINUTES: Mary Leys stated her name had been left off of the list of Board Members Present and requested to have her name added.

Moved by Mary Leys and supported by Kyle Binkley to approve the minutes of the February 10, 2021 meeting as amended, **Yes-6; No-0; MOTION CARRIED.**

LIMITED PUBLIC COMMENT

Elaine Fischhoff stated she wanted to share an article she read regarding John Ball Zoo's sustainability efforts. She asked if she should email them to Becky Bennett. Director Wagner replied she could email them to Becky Bennett or to Director Wagner.

LATE ITEMS/DELETIONS/CONSENT ITEMS

None

FINANCIAL REPORTS

Zoo Financial Report

Director Wagner reported the February 2021 financials are on track and there have been no unexpected or major expenditures so far. She also stated that the finalized 2020 year-end report would be provide in April by Delphine Brezee as there had been some additional expenses that changed fund balance from the preliminary report seen in February.

Commissioner Tennis asked if Director Wagner thought the zoo would need to use fund balance in 2021. Director Wagner answered that she expected admission numbers to do well based on how 2020 ended, but that interactive areas and food service would likely be down. Commissioner Tennis commented the County could receive funds from the federal stimulus package that could assist in situations like this.

Julie Pingston commented that she had received information that federal stimulus funds would be available specifically for tourism businesses.

Admission Report

Director Wagner stated that paid admissions were up for the month of February compared to February 2019 and 2020. She stated a reminder that 2019 and 2020 will be included for reporting in 2021 due to the numbers of 2020 not be representative of a typical year, although February was prior to the zoo closure due the pandemic. Unpaid guests were up but would have been down without the Ice Safari event. Director Wagner informed the Board 2021 would be the first full year of admissions data with the Point of Sale system. She noted that the trend they are seeing so far is that non-residents are purchasing most of their tickets online and most residents are purchasing at the gate.

ZOO DIRECTOR REPORT

Major Elements Reported:

The zoo has been moved to the Human Services Committee and Ingham County Deputy Controller Jared Cypher will oversee day to day operations of the zoo.

Deputy Controller Cypher and Commissioner Trubac visited the zoo this week for a tour.

The zoo had no non-compliance issues when USDA inspected Thursday, March 4, 2021.

The AZA Mid-Year conference is virtual allowing many Zoo staff to attend for the first time at little to no cost. The week of SSP and TAG planning meetings prior to the week of the conference is free for staff to attend.

The safety team has resumed drills. There are four drills required by AZA each year.

The zoo is in need of more group volunteers for grounds work this spring.

A survey is being sent to all volunteers to find out what they have interest in as the education programming options have changed. For the first time the zoo will be offering opportunities to help with development.

Zoo In Your Neighborhood is still doing well with 47 passes used in February.

The zoo participated in Winterfest and for the first time was able to sell memberships offsite thanks to the point of sale system.

The Society is planning to hold summer camp this year, details are still being worked out based on State guidelines.

Interns will be accepted for both animal care and education this summer.

Mary Leys asked if the Zoo pays interns. Director Wagner replied that animal care interns are not paid, but that the zoo industry as a whole has started that discussion. Director Morris stated that Society interns are paid for their work with overnight campouts and Zookambi.

The Society is planning to work with Lansing Public Schools this summer however they are able with the programming and safety guidelines that are in place by the State and school district.

The zoo partnered with a vendor for mobility devices last year for the first time and it went well.

The zoo is recruiting seasonal employees for the summer season. Many employees are still needed open for the season.

Peter Sculli has started full-time as the communications specialist for the Society. His first press release was picked up by People magazine.

The otter pups are doing well. The runt is no longer accepting supplemental feedings, but is gaining weight and nursing more from mom.

Staff are monitoring the female cotton-top tamarin for birth.

Ernest the male camel left for a breeding situation. The Animal Management Team made the decision to transition the exhibit to a kangaroo exhibit. There will still be dromedary camels during the summer season for camel rides.

Maintenance is replacing the Pallas cat viewing area panels with invisible mesh to allow him to be seen more easily by guests.

Red panda introductions went well and they were observed breeding for the first time. Cubs will likely be born in June and would not be able to go on exhibit until fall.

The Pony Path will not be open for rides this season. Maintenance will make changes to the ring area to allow the ponies to be seen by guests.

The City contacted Director Wagner to inform her that they will be removing log jams along the Red Cedar River including the section in Potter Park. The zoo will be notified prior to the work starting in May or June.

The County is including the zoo in an energy audit RFP.

The Veterinary Research Summary includes the many research projects that Dr. Ronan Eustace and the Zoo participated in last year. The zoo will continue to partner with other zoos and conservation organizations by participating in research studies that help wild populations and captive breeding populations.

NEW BUSINESS

Non-Profit Network Training – Discussion

Chair Groen asked Director Wagner to start the discussion. Director Wagner informed the Board that the Society received a grant from the Community Foundation for a Capital Campaign Course through the Non-Profit Network. She stated the first class had been very valuable and that they had identified some areas the zoo is doing well, some that need improvement and some that are not in place yet that will need to be prior to starting a capital campaign. Director Wagner asked Director Morris to elaborate on the fundraising aspects of the zoo.

Director Morris shared they had identified several things the Society is doing well including the recording of donations in the new software and also how they are following up with and thanking donors. She stated a few areas that have been identified for improvement that they are starting immediately are training staff to create a culture of philanthropy, communicating to staff about development efforts, creating more streamlined reporting of fundraising activities and adding donor prospects to the donor database. She stated the donor board signs are at print that explain how to become a donor for the donor board. Areas that Ms. Morris stated need additional focus are major gifts, establishing a case for support and a campaign committee.

Director Wagner stated using volunteers to help with development was something they had discussed with Sharon Castle during the training.

Mary Leys commented that it is good to have someone like the Non-Profit Network leading the way and that she is glad progress is being made.

Chair Groen stated he appreciates the update.

AZA Diversity, Equity, Accessibility, and Inclusion (DEAI) Standards – Discussion

Director Wagner explained the new AZA diversity standard is included at the end of the packet. Director Morris stated she changed the job position for Society employee Mariah Martinez so she can focus specifically on DEAI for the Zoo. Director Wagner stated the AZA standard requires the zoo to have one staff member responsible for the DEAI efforts of the zoo. Mariah Martinez is excited and passionate about this work and is excited to continue on

programs and practices that are already in place. Director Wagner stated a plan is needed as up until this point the zoo has been doing many good things as they are able, but that a plan is needed to direct future decisions.

Director Morris explained the importance of this work not only because AZA is requiring it, but because it is part of our core values and it is critical to the zoo's future that our employees, leadership and guests look like the community where we reside.

Mary Leys commented that it sounds awesome and that she agrees it is important for the Zoo to be representative of the community in which the zoo resides.

OLD BUSINESS

Strategy Subcommittee

Mary Leys reported the committee had met Friday, March 5, 2021 to discuss the agreement between the County and the Society. She shared the committee had gone through the agreement paragraph by paragraph and that the changes Director Wagner suggested sounds helpful and the committee supported the recommended changes.

External Relations Subcommittee

Cheryl Bergman reported a meeting is scheduled for March 15, 2021 at noon via Zoom.

BOARD COMMENTS

Chair Groen thanked Deputy Controller Cypher for attending the meeting and for his interest in the zoo.

Mary Leys asked if Yanice Jackson-Long has a continued interested in being on the Zoo Board as she has not attended a meeting in quite some time. Director Wagner stated she would reach out to Ms. Jackson-Long and talk with her.

LIMITED PUBLIC COMMENT

None

ADJOURNMENT

Being no further business, the meeting was adjourned at 7:00 p.m. by Chair Groen.

POTTER PARK ZOO
YEAR TO DATE BUDGET/ACTUAL REPORT - PRELIMINARY
FOR 3 MONTHS ENDED MARCH 31, 2021

	2021 BUDGET	MARCH 2021 YTD ACTUAL	BUDGET REMAINING	% OF BUDGET	MARCH 2020 YTD ACTUAL
REVENUES					
PROPERTY TAX	\$ 3,262,137	\$ 3,182,106	\$ 80,031	97.55%	\$ 3,074,837
UNALLOCATED PORTION OF TAXES (9 MONTHS)		\$ (2,386,580)			\$ (2,306,128)
ADMISSIONS	\$ 585,000	\$ 56,887	\$ 528,113	9.72%	\$ 15,978
CONCESSIONS, GIFT SHOP, VENDING	\$ 475,000	\$ 59,002	\$ 415,998	12.42%	\$ 13,167
PARKING FEES	\$ 175,000	\$ 170	\$ 174,830	0.10%	\$ -
INTERACTIVE SITES	\$ 50,000	\$ -	\$ 50,000	0.00%	\$ -
INTEREST INCOME	\$ 50,000	\$ 1,564	\$ 48,436	3.13%	\$ 8,022
OTHER REVENUES	\$ 71,215	\$ 210	\$ 71,005	0.29%	\$ 11,435
TOTAL REVENUES	\$ 4,668,352	\$ 913,359	\$ 3,754,993	19.56%	\$ 817,311
EXPENDITURES					
PERSONNEL SERVICES					
Salaries & Wages - Full Time	\$ 1,626,615	\$ 315,485	\$ 1,311,130	19.40%	\$ 328,933
Salaries & Wages - Seasonal	\$ 503,284	\$ 68,604	\$ 434,680	13.63%	\$ 59,251
Benefits	\$ 894,938	\$ 197,439	\$ 697,499	22.06%	\$ 204,983
Total Personnel Services	\$ 3,024,837	\$ 581,528	\$ 2,443,309	19.23%	\$ 593,167
CONTROLLABLE EXPENDITURES					
Supplies	\$ 308,000	\$ 27,744	\$ 280,256	9.01%	\$ 43,124
Animal Care	\$ 293,000	\$ 58,563	\$ 234,437	19.99%	\$ 61,965
Purchased Services	\$ 399,078	\$ 48,086	\$ 350,992	12.05%	\$ 180,885
Utilities - Telephone	\$ 21,125	\$ 4,699	\$ 16,426	22.24%	\$ 3,136
Rentals & Leases	\$ 2,000	\$ -	\$ 2,000	0.00%	\$ -
Other Expenses	\$ 134,175	\$ 30,716	\$ 103,459	22.89%	\$ 42,997
Total Controllable Expenditures	\$ 1,157,378	\$ 169,808	\$ 987,570	14.67%	\$ 332,107
NON-CONTROLLABLE EXPENDITURES					
Utilities	\$ 225,000	\$ 43,359	\$ 181,641	19.27%	\$ 44,072
Insurance	\$ 85,000	\$ 64,309	\$ 20,691	75.66%	\$ 60,448
IT Support Expense	\$ 72,891	\$ 28,901	\$ 43,990	39.65%	\$ 28,635
Other Expenses	\$ 426	\$ -	\$ 426	0.00%	\$ 106
Total Non-Controllable Expenditures	\$ 383,317	\$ 136,569	\$ 246,748	35.63%	\$ 133,261
CAPITAL OUTLAY					
Capital Improvements	\$ (20,000)	\$ -	\$ (20,000)		\$ -
TOTAL EXPENDITURES	\$ 4,545,532	\$ 887,905	\$ 3,657,627	19.53%	\$ 1,058,535
TOTAL CHANGE IN FUND BALANCE	\$ 122,820	\$ 25,454			\$ (241,224)
FUND BALANCE AS OF 1/1/21					
NON-SPENDABLE		\$ 170,406			
UNRESTRICTED		\$ 562,925			
		<u>\$ 733,331</u>			
FUND BALANCE AS OF 3/31/21		\$ 758,785			
FUND BALANCE AS OF 3/31/21					
UNSPENDABLE		\$ 170,406			
UNRESTRICTED		\$ 588,379			
		<u>\$ 758,785</u>			

POTTER PARK ZOO
BALANCE SHEET - PRELIMINARY
March 31, 2021

ASSETS

CASH	\$ 2,605,309
DEPOSITORY CASH	101,069
IMPREST CASH	8,000
TAXES REC - CURRENT LEVY	408,626
TAXES REC - DELINQUENT	28,145
ESTIMATED UNCOLLECTIBLE DELINQUENT TAXES	(17,317)
IFT TAX RECEIVABLE	-
PROPERTY TAX RECEIVABLE	-
INTEREST RECEIVABLE	1,421
DUE FROM STATE	-
INVENTORY	81,930
PREPAID EXPENSES	-

TOTAL ASSETS	<u><u>\$ 3,217,182</u></u>
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LIABILITIES

VOUCHERS PAYABLE	
DUE TO ZOOLOGICAL SOCIETY	30,278
TAX LEVY LIABILITY	25,000
SALES TAX PAYABLE	2
REFUND NOW	(61)
REFUND APPLY	(170)
ACCRUED PAYROLL	-
ACCOUNTS PAYABLE	5,940
DEFERRED REVENUE - PROPERTY TAXES	2,386,580
DEFERRED REVENUE - DELINQUENT TAXES	10,828

TOTAL LIABILITIES	<u>2,458,397</u>
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FUND BALANCE

UNSPENDABLE	170,406
UNRESTRICTED FUND BALANCE	588,379
	<u>758,785</u>

TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$ 3,217,182</u></u>
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Potter Park Zoological Society
Statement of Financial Position
As of February 28, 2021

	Year To Date 02/28/2021	Prior Year To Date 02/29/2020	Variance
Assets			
Cash and Cash Equivalents	\$ 382,294.24	\$ 152,938.45	\$ 229,355.79
Accounts Receivable, Net	34,429.36	51,691.14	(17,261.78)
Other Current Assets	7,664.64	3,300.94	4,363.70
Total Current Assets	424,388.24	207,930.53	216,457.71
Property & Equipment	11,889.06	15,702.18	(3,813.12)
Total Long-term Assets	11,889.06	15,702.18	(3,813.12)
Total Assets	\$ 436,277.30	\$ 223,632.71	\$ 212,644.59
Liabilities and Net Assets			
Liabilities			
Accounts Payable	\$ 11,904.97	\$ 4,713.77	\$ 7,191.20
Accrued Liabilities	8,261.34	9,129.61	(868.27)
Deferred Revenue - ERESA	31,800.00	29,444.44	2,355.56
Deferred Revenue - Sundown Safari	0.00	850.00	(850.00)
Deferred Revenue - Zookambi	0.00	14,930.00	(14,930.00)
Deferred Revenue - Private Events	0.00	1,450.00	(1,450.00)
Deferred Revenue - Memberships	77,035.79	81,400.46	(4,364.67)
Total Short-term Liabilities	129,002.10	141,918.28	(12,916.18)
Other Long-term Liabilities			
Loans Payable - Long Term			
Note Payable - 2015 Van (Ally)	5,848.99	10,959.51	(5,110.52)
Note Payable - PPP Loan	106,200.00	0.00	106,200.00
Total Loans Payable - Long Term	112,048.99	10,959.51	101,089.48
Total Long Term Liabilities	112,048.99	10,959.51	101,089.48
Total Liabilities	241,051.09	152,877.79	88,173.30
Net Assets	203,491.58	125,094.40	78,397.18
Net Surplus (Deficit)	(8,265.37)	(54,339.48)	46,074.11
Total Net Assets	195,226.21	70,754.92	124,471.29
Total Liabilities and Net Assets	\$ 436,277.30	\$ 223,632.71	\$ 212,644.59

No CPA provides any assurances on these financial statements, which lack substantially all disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America.



Potter Park Zoological Society
Statement of Cash Flows
As of February 28, 2021

	Month Ending 02/28/2021	Year To Date 02/28/2021
Cash, Beginning Period	\$ 321,429.75	\$ 204,438.74
Cash flows from operating activities		
Net Surplus (Deficit)	(12,707.53)	(8,265.37)
Change in Cash from Operating Activities		
(Increase) Decrease in Accounts Receivable	(11,450.55)	74,062.49
(Increase) Decrease in Prepaid Expenses	1,685.98	1,759.88
Increase (Decrease) in Accounts Payable	(2,748.91)	4,381.17
Increase (Decrease) in Deferred Revenue	(19,679.68)	13,378.98
Increase (Decrease) in Other Liabilities	0.00	(12,794.04)
Net cash used by Operating Activities	(32,193.16)	80,788.48
Cash flows from operating activities	(44,900.69)	72,523.11
Cash flows from financing activities		
Additions (Reductions) in Debt	105,765.18	105,332.39
Net cash used by financing activities	105,765.18	105,332.39
Total Increase (Decrease) in Cash	60,864.49	177,855.50
Cash, End of Period	\$ 382,294.24	\$ 382,294.24

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Potter Park Zoological Society
Statement of Activities
As of February 28, 2021

	Month Ending 02/28/2021	Month Ending 02/29/2020	Current Month Variance	Year To Date 02/28/2021	Prior Year To Date 02/29/2020	YTD Variance Summary
Operating Revenue						
Program Revenue	\$ 12,299.25	\$ 11,877.36	421.89	\$ 23,850.25	\$ 32,967.90	(9,117.65)
Contributions	16,091.78	12,370.75	3,721.03	40,001.46	28,910.37	11,091.09
Member Fees	14,899.68	17,611.79	(2,712.11)	29,911.02	35,199.83	(5,288.81)
Revenue - Other	6,829.64	(3,472.25)	10,301.89	6,833.59	(1,663.11)	8,496.70
Total Operating Revenue	50,120.35	38,387.65	11,732.70	100,596.32	95,414.99	5,181.33
Expenditures						
Salary and Wages	30,155.11	37,376.33	(7,221.22)	51,425.30	71,401.26	(19,975.96)
PR Benefits	(1,182.69)	10,887.69	(12,070.38)	11,632.02	17,135.65	(5,503.63)
PR Taxes	2,786.53	3,055.21	(268.68)	4,919.02	6,193.33	(1,274.31)
Potter Park Zoo Support	7,294.25	2,595.00	4,699.25	7,294.25	2,595.00	4,699.25
Advertising and Promotion	648.00	993.00	(345.00)	1,367.00	4,564.20	(3,197.20)
Business Licenses and Permits	0.00	0.00	0.00	0.00	156.00	(156.00)
Conferences, Conventions, and Meetings	3,525.00	1,636.56	1,888.44	3,010.00	3,423.36	(413.36)
Depreciation	0.00	398.68	(398.68)	0.00	797.36	(797.36)
Dues and Subscriptions	1,918.71	1,409.14	509.57	2,199.08	3,138.17	(939.09)
Equipment Rental	338.69	338.69	0.00	677.38	677.38	0.00
Insurance	477.17	521.34	(44.17)	949.59	1,042.68	(93.09)
Meals and Entertainment	1,678.14	119.33	1,558.81	1,678.14	156.10	1,522.04
Occupancy	2,831.35	3,329.94	(498.59)	5,694.87	6,170.56	(475.69)
Office Supplies	4,769.19	2,496.48	2,272.71	5,175.81	6,002.87	(827.06)
Other Expenses	176.46	112.37	64.09	208.86	269.51	(60.65)
Professional Fees	3,707.22	18,268.87	(14,561.65)	3,891.22	22,841.27	(18,950.05)
Program Supplies	3,696.28	1,355.80	2,340.48	8,730.68	3,189.77	5,540.91
Repairs and Maintenance	8.47	0.00	8.47	8.47	0.00	8.47
Total Expenditures	\$ 62,827.88	\$ 84,894.43	(22,066.55)	\$ 108,861.69	\$ 149,754.47	(40,892.78)
Net Surplus (Deficit)	\$ (12,707.53)	\$ (46,506.78)	33,799.25	\$ (8,265.37)	\$ (54,339.48)	46,074.11
+ Net Assets - Beginning	207,933.74	117,261.70	90,672.04	203,491.58	125,094.40	78,397.18
Net Assets - Ending	\$ 195,226.21	\$ 70,754.92	124,471.29	\$ 195,226.21	\$ 70,754.92	124,471.29

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Potter Park Zoological Society
Statement of Activities
As of February 28, 2021

	Month Ending 02/28/2021	Year To Date 02/28/2021	YTD Budget	Variance	Approved 2021 Budget	Budget Remaining
Operating Revenue						
Program Revenue	\$ 12,299.25	\$ 23,850.25	\$ 26,895.00	\$ (3,044.75)	\$ 316,000.00	\$ 292,149.75
Contributions	16,091.78	40,001.46	13,200.00	26,801.46	423,050.00	383,048.54
Member Fees	14,899.68	29,911.02	34,250.00	(4,338.98)	210,000.00	180,088.98
Revenue - Other	6,829.64	6,833.59	10,054.00	(3,220.41)	61,025.00	54,191.41
Total Operating Revenue	50,120.35	100,596.32	84,399.00	16,197.32	1,010,075.00	909,478.68
Expenditures						
Salary and Wages	30,155.11	51,425.30	67,145.00	15,719.70	452,614.00	401,188.70
PR Benefits	(1,182.69)	11,632.02	16,010.00	4,377.98	74,057.00	62,424.98
PR Taxes	2,786.53	4,919.02	7,638.00	2,718.98	39,978.00	35,058.98
Potter Park Zoo Support	7,294.25	7,294.25	4,500.00	(2,794.25)	50,000.00	42,705.75
Advertising and Promotion	648.00	1,367.00	5,250.00	3,883.00	57,750.00	56,383.00
Business Licenses and Permits	0.00	0.00	200.00	200.00	445.00	445.00
Conferences, Conventions, and Meetings	3,525.00	3,010.00	1,563.00	(1,447.00)	15,575.00	12,565.00
Depreciation	0.00	0.00	896.00	896.00	5,330.00	5,330.00
Dues and Subscriptions	1,918.71	2,199.08	2,574.00	374.92	15,550.00	13,350.92
Equipment Rental	338.69	677.38	1,110.00	432.62	10,635.00	9,957.62
Insurance	477.17	949.59	1,253.00	303.41	8,000.00	7,050.41
Meals and Entertainment	1,678.14	1,678.14	400.00	(1,278.14)	2,850.00	1,171.86
Occupancy	2,831.35	5,694.87	5,847.00	152.13	35,270.00	29,575.13
Office Supplies	4,769.19	5,175.81	4,872.00	(303.81)	42,725.00	37,549.19
Other Expenses	176.46	208.86	89.00	(119.86)	625.00	416.14
Professional Fees	3,707.22	3,891.22	7,945.00	4,053.78	110,950.00	107,058.78
Program Supplies	3,696.28	8,730.68	5,426.00	(3,304.68)	80,250.00	71,519.32
Repairs and Maintenance	8.47	8.47	42.00	33.53	500.00	491.53
Total Expenditures	\$ 62,827.88	\$ 108,861.69	\$ 132,760.00	\$ 23,898.31	\$ 1,003,104.00	\$ 894,242.31
Net Surplus (Deficit)	\$ (12,707.53)	\$ (8,265.37)	\$ (48,361.00)	\$ 40,095.63	\$ 6,971.00	\$ 15,236.37
+ Net Assets - Beginning	207,933.74	203,491.58	0.00	203,491.58	0.00	(203,491.58)
Net Assets - Ending	\$ 195,226.21	\$ 195,226.21	\$ (48,361.00)	\$ 243,587.21	\$ 6,971.00	\$ (188,255.21)

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POTTER PARK ZOO
MONTHLY ATTENDANCE REPORT
FOR MONTH AND YTD ENDING March 31, 2021

ADMISSION TYPE	CURRENT MONTH						YEAR-TO-DATE			
	2019	2020	2021 Gate	2021 Online	2021 Total	BETTER (WORSE) THAN PY	2019 COUNT	2020 COUNT	2021 COUNT	BETTER (WORSE) THAN PY
GENERAL										
CHILDREN	1314	762	0	0		(762)	1,540	1,290	0	(1,290)
CHILD RESIDENT	0	0	713	103	816	816	0	0	1,097	1,097
CHILD NON-RESIDENT	0	0	866	1,106	1,972	1,972	0	0	2,678	2,678
CHILDREN - UNDER 3	426	173	350	825	1,175	1,002	566	409	1,758	1,349
ADULT RESIDENT	0	0	1,659	153	1,812	1,812	0	0	2,468	2,468
ADULT NON-RESIDENT	0	0	1,574	1,772	3,346	3,346	0	0	4,617	4,617
ADULT	2756	1,319	0	0		(1,319)	3,919	3,131	0	(3,131)
SENIOR/MILITARY RESIDENT	0	0	0	21	21	21	0	0	66	66
SENIOR/MILITARY NON-RESIDENT	0	0	0	184	184	184	0	0	600	600
GROUPS	0	2	175	0	175	173	25	39	175	136
SUBTOTAL	4496	2,256	5,337	4,164	9,501	7,245	6,050	4,869	13,459	8,590
MEMBERSHIPS/PROGRAMS										
PPZ MEMBERS	884	810	1,443	0	1,443	633	1,521	1,688	2,596	908
EVENTS	130	69	0	0	0	(69)	651	1,479	2,191	712
RECIPROCAL ZOO MEMBERS	112	84	0	0	0	(84)	232	194	0	(194)
RECIPROCAL ZOO MEMBERS (100%)	73	79	0	0	0	(79)	120	177	0	(177)
MONDAY PROGRAM	279	69	160	0	160	91	309	175	181	6
ZIYN			183	0	183	183	0	47	257	210
OTHER (non-paying)	693	255	152	0	152	(103)	893	520	228	(292)
SUBTOTAL	2171	1,366	1,938	0	1,938	572	3,726	4,280	5,453	1,173
GRAND TOTAL	6,667	3,622	7,275	4,164	11,439		9,776	9,149	18,912	9,763

ADMISSION TYPE	DESCRIPTION
CHILDREN RESIDENT	Children, Ingham County ages 3-16 (\$5 April - October, \$3 November-March)
CHILDREN NON-RESIDENT	Children, Out of Ingham County ages 3-16 (\$5 April - October, \$3 November-March)
CHILDREN - UNDER 3	All Children, any county under age 3 (Free)
ADULT RESIDENT	Adult of Ingham County (\$7 April 1 - Oct. 31, \$4 November-March)
ADULT NON-RESIDENT	Adult Out of Ingham County (\$13 April 1 - Oct. 31, \$4 November-March)
SENIOR/MILITARY RESIDENT	Seniors/Military of Ingham County (\$5 April 1 - Oct. 31, \$4 November-March)
SENIOR/MILITARY NON-RESIDENT	Seniors/Military of Ingham County (\$11 April 1 - Oct. 31, \$4 November-March)
PPZ MEMBERS	Visitors holding membership at PPZ - one time payment
SPECIAL EVENTS - PPZ	Admission included in event fee
SPECIAL EVENTS - COUNTY	Admission included in event fee
RECIPROCAL ZOO MEMBERS	Reciprocal Zoo memberships (Discount varies)
RECIPROCAL ZOO MEMBERS (100%)	Reciprocal Zoo Members (Free admission)
GROUPS	20 or more guests paying together (\$1 off per person)
MONDAY PROGRAM	Ingham County and City of Lansing Residents free 9-12 PM on non-holiday Mondays
OTHER (non-paying)	Any coupon related attendee



Director's Report April 14, 2021

Guest Services



The kiosks are being readied in anticipation of returning crowds. Over the winter months, new graphics were designed for the kiosk which was previously used for pretzels. This allows us to purpose the kiosk for broader food and retail options.

The front snack shop will not open this season. The patio will be blocked off and a seating area will provide additional space for employee breaks to allow for proper social distancing.

Safety

- Emergency guide flip-books have been placed in all buildings throughout the zoo. This was a significant project to streamline and improve accessibility to emergency information for all staff.
- The green directional paw prints have begun to be repainted to encourage the continuation of one-way traffic through the zoo. We will be opening up the loop around the feline primate building for two way traffic.
- New permanent social distancing signs are being installed. We are working to eliminate as many laminated signs as possible.
- Potter Park Zoo participated in the state-wide tornado warning drill March 24.
- Fire extinguisher training, led by Boynton Fire Safety Services, will be held April 27.



- The retaining wall near the Savannah Grill collapsed the morning of March 26, 2021 and needs emergency replacement. The original wall was not built properly.



Staffing

Ingham County Board of Commissioners approved a Resolution to raise minimum wage to \$15.00 by 2025. The increase will be in \$1.00 increments starting at \$12.00 in 2022.

We need approximately 25 more seasonal employees to be fully operational this season.

Memberships

March 1, 2021 we had 5,416 Adult Members (not including children) in 2,505 Member Households.

Volunteers

A virtual volunteer appreciation event will take place April 20, 2021 at 5:30 p.m.

Several grounds volunteers have begun helping spread mulch, clean up leaves, and paint. We will have several individuals signed up to volunteer at the zoo for MSU Global Day of Service. WLNS will be doing their day of giving service day at the zoo in June. If you know a group or individual that is interested please refer them to Kelly Gibson, kgibson@ingham.org.

Zoo in Your Neighborhood

More than 180 people entered the zoo with zoo passes in March using 51 passes. Spring break brought in a lot of families, and we saw a major increase in numbers the last week of March. Mariah Martinez is working with ZIYN partners to begin programming again, both virtually and on-site. Programs will teach animal conservation with the use of pelts and artifacts.

If you want to learn more about ZIYN and who the community partners are, check out the PPZ website - [Zoo in Your Neighborhood | Potter Park Zoo](#).

FALCONERS

At the March FALCONERS event, families went home with a kit to plant their own flowers at home. With the beautiful weather 145 people attended the event. The next FALCONERS is Saturday, April 17 from 8-11 a.m. and the theme will be Party for the Planet!

April is Autism Acceptance Month, and the zoo will be recognizing this month with weekly posts on our social media. <https://potterparkzoo.org/potter-park-zoo-recognizes-autism-acceptance-month/>

Education

Assistant Education Curator Jennifer Horvatin completed a certified interpretive guide training which will be very useful as we transition to the new model of conservation education on zoo grounds. This training is a 32-hour course from the National Association for Interpretation which combines both the theoretical foundations of the profession with practical skills in delivering quality interpretive programming to visitors. During the course, she learned the history, definition, and principles of interpretation, how to create programs that are purposeful, enjoyable, relevant, organized, and thematic, and how to use tangible objects (in our case animals) to connect audiences to intangible ideas and universal concepts in interpretive programs.

Zookambi summer camp registration is now open and is already 30 percent full. The Education Department is planning a great season of Zookambi summer camp starting in June with reduced capacity and adhering to all recommended health and safety guidelines.

The Lansing Public Schools Summer Programs has requested the zoo participate in their summer education programming at Forest View School.

Conservation

The SSP has given us a recommendation to breed two pairs of toads and send all tadpoles to Puerto Rico.

Sarah Foote and Jacob Brodie taught three citizen science Frog Watch classes over two Saturdays and taught a total of 26 students.

Click the image for the latest news on Rhino conservation, including successes and ongoing projects.



Animal Care

- A new Madagascar tree boa arrived and will go on exhibit in the birdhouse when his quarantine period is completed.
- Two young female grey kangaroo left for their new zoo.
- A male tree shrew arrived and is in quarantine. The plan is to introduce him to our female, Rose, for breeding.
- The Pallas' cat viewing area was greatly improved by replacing the mesh that was hard to see through with new invisible mesh.

- Sivaki, our 16-year-old male Amur tiger, was humanely euthanized. He was taken to MSU for an MRI on his back and was found to have slipped discs and large tumor in his chest. In the days after returning from his testing he was having trouble standing and the decision was made to humanely euthanize him. We are working with the tiger SSP to identify a new tiger to bring to PPZ for exhibit.
- Emmett the male Elk has come out of rut and dropped his antlers.
- Progress is being made to convert the old camel exhibit to the kangaroo exhibit. We are expecting to have the kangaroos in their new exhibit in early May.
- Meatloaf, the broad-winged hawk, is on exhibit across from the wolves and doing well.
- The pony path is being converted to an exhibit yard for the ponies and they should be on exhibit the week of April 12 for guests to visit.
- Wings of Wonder will open as soon as temperatures are consistently above 50 degrees at night.

Vet Care

- Stem cells collected from MacKenzie the female camel at the time of her death were given to an arthritic camel at an Indiana zoo.
- The male otter pup is receiving treatment for bilateral tibia and fibula fractures. Veterinary staff is still investigating the underlying cause for his fractures.

Diversity, Equity, Access and Inclusion (DEAI)

As we talk about diversity and our initiatives at Potter Park, staff, volunteers and board members will see the acronym "DEAI" come up often. This acronym stands for diversity, equity, access and inclusion. Please review these definitions to have an understanding of the terms. Having a DEAI plan is a new accreditation standard for AZA zoos.

What is diversity?

AZA defines diversity as a range of human differences, including but not limited to race, ethnicity, gender, gender identity, sexual orientation, age, social class, physical ability or attributes, religious or ethical values system, national origin, and political beliefs.

What is equity?

Equity is defined as fair and just treatment of all members of a community. Equity requires commitment to strategic priorities, resources, respect, and civility, as well as an ongoing action and assessment of progress toward achieving specified goals. Equity is often confused with equality. See the above image for a convenient visual explanation.

What is access?

Access (also known as accessibility) means giving equitable access to everyone along the continuum of human ability and experience. Accessibility encompasses broader meanings of compliance and refers to how organizations make space for characteristics each person brings.

What is Inclusion?

Inclusion refers to intentional, ongoing effort to ensure that all individuals fully participate in all aspects of organizational work, including decision-making processes. It also refers to the ways that diverse participants are valued as respected members of an organization and/or community.

Inclusion tip: When talking to a group of people, use inclusive language such as "hello everyone" or "hello all" instead of "hey guys" or "hey ladies and gentlemen".

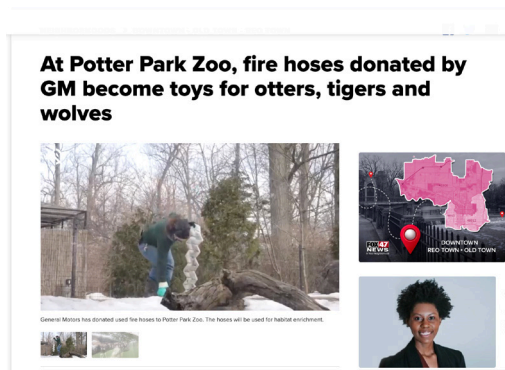
POTTER PARK ZOO

Monthly Analytics, March 2021

Facebook	Total reach: (daily total) 491,160			
	Total Impressions: 718,771			
	Donations through facebook: \$1,220			
	Followers: 61,632 to 61,879	Increase in followers: 247		
Instagram	Total Reach: 71,647			
	Total impressions: 227,817			
	Followers: 26,164 to 26,480	Increase in followers: 316		
Twitter	Total Impressions: 93,260			
	Engaged Users: 5,059			
	Followers: 8,460 to 8,500	Increase in followers: 40		
Google Analytics	Page Views: 374,009			
	Sessions: 33,334			
	Users: 23,972			
	Top pages visited			
	Home	9,073	Users 104.03% 23,972 vs 11,749	
	Ticket Sales	4,151	New Users 117.00% 22,946 vs 10,574	
	Today's Attractions	2,283	Sessions 120.81% 33,334 vs 15,096	
	Animals	1,146	Number of Sessions per User 8.22% 1.39 vs 1.28	
	Membership	1,092	Pageviews 144.09% 74,009 vs 30,320	
			Pages / Session 10.54% 2.22 vs 2.01	
	Top cities by visits			
	Lansing	1,034	Avg. Session Duration 25.58% 00:02:01 vs 00:01:36	
	Grand Rapids	620	Bounce Rate -32.74% 37.81% vs 56.22%	
	Detroit	575		
	East Lansing	494		
	Meridian-charter twnshp	361		
	Acquisitions			
	Organic Search	16,908	Pageviews 144.09% 74,009 vs 30,320	Unique Pageviews 148.43% 62,731 vs 25,251
	Direct	5,507	Avg. Time on Page 3.52% 00:01:39 vs 00:01:35	
	Social	1,120		
	Refferal	1,105	Bounce Rate -32.74% 37.81% vs 56.22%	% Exit -9.70% 44.88% vs 49.70%

POTTER PARK ZOO

Notable Media Stories - March 2021

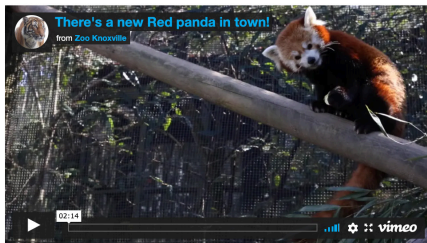


<https://www.fox47news.com/neighborhoods/downtown-old-town-reo-town/at-potter-park-zoo-fire-hoses-donated-by-gm-become-toys-for-otters-tigers-and-wolves>

*We've gotten a ton of mileage out of this story. This is the 3rd month it's been in the news.

KNOXVILLE, Tenn. (WATE) – Zoo Knoxville has introduced its newest addition on social media.

The zoo has welcomed a male red panda named Doofa. Zoo Knoxville Program Animals and Special Exhibits Curator Sarah Glass said Doofa came to Knoxville through a swap with Potter Park Zoo in Lansing, Michigan in hopes of finding a better match for Gansu.



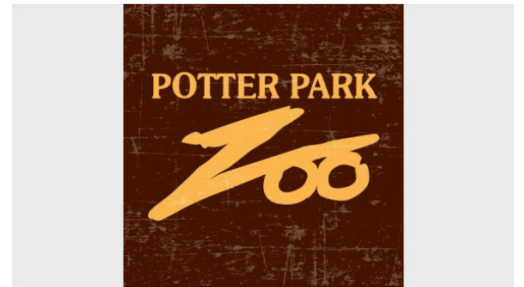
There's a new Red panda in town! from Zoo Knoxville on Vimeo.

<https://www.wate.com/news/local-news/zoo-knoxville-welcomes-new-red-panda-to-town/>

Story about Doofah arriving at Zoo Knoxville

TOP STORIES

MUST WATCH: Potter Park Zoo otter family update



by: Araceli Crescencio

Posted: Feb 28, 2021 / 11:54 PM EST / Updated: Feb 28, 2021 / 11:54 PM EST

<https://www.wlns.com/top-stories/must-watch-potter-park-zoo-otter-family-update/>

SPARTANNEWS.ROCK
POWERED BY THE MICHIGAN STATE UNIVERSITY SCHOOL OF JOURNALISM

Campus Community News by Topic Photo Galleries In-Depth Capital News Service Affiliates TV Shows At

COMMUNITY NEWS

Despite the pandemic, zoos remain optimistic

By Capital News Service | March 12, 2021

LIKE TWITTER EMAIL PRINT MORE

By KIRSTEN RINTELMANN
Capital News Service

LANSING – Michigan zoos say they aim to provide a safe and educational experience for individuals and families this year.

John Ball Zoo in Grand Rapids and Potter Park Zoo in Lansing are planning to offer most spring, summer and fall events this year, but with less extensive programming than in the

WOL 10 YOUR BREAKING NEWS & WEATHER AUTHORITY
News Weather Sports Vaccine Tracker & COVID-19 Livestream Watch Previous Newscasts March is Red Cross Month

Potter Park Zoo announces summer hours

The zoo will have extended hours until Labor Day.



By Alyssa Piotti and Krystle Holliman

Published: Mar. 31, 2021 at 6:35 AM EDT / Updated: Apr. 2, 2021 at 11:00 AM EDT

A BIRDWATCHER: A man wearing a face mask holds a large owl in front of a zoo exhibit.

<https://www.wilx.com/2021/03/31/potter-park-zoo-announces-summer-hours/>

POTTER PARK ZOO

March 2021 Weekly Analytics

Dates: March 1 - March 7			
Platforms	Facebook	Instagram	Twitter
Reach	140,093	19,225	X
Impressions	193,602	60,116	37,654
Engaged Users (actions)	7,509	4,859	2,112
Followers (sunday)	61,698	26,267	8,484
Dates: March 8 - March 14			
Platforms	Facebook	Instagram	Twitter
Reach	110,145	19,602	X
Impressions	157,991	60,790	18,023
Engaged Users (actions)	8,214	3,302	1,092
Followers (sunday)	61,758	26,357	8,491
Dates: March 15 – March 21			
Platforms	Facebook	Instagram	Twitter
Reach	105,646	15,488	X
Impressions	161,477	55,303	15,157
Engaged Users (actions)	22,176	3,949	661
Followers (sunday)	61,821	26,417	8,503
Dates: March. 22 – March 28			
Platforms	Facebook	Instagram	Twitter
Reach	93,134	17,332	X
Impressions	134,147	51,608	13,499
Engaged Users	23,598	2,438	754
Followers (sunday)	61,879	26,480	8,500

Zoo Budget Summary

Description	2019 Actual	2020 Actual	2021 Dept Req	2022 Dept Req
PROPERTY TAX	(3,128,041)	(3,220,068)	(3,316,352)	(4,000,000)
ZOO ADMISN	(613,456)	(434,888)	(585,000)	(600,000)
PARKNG FEE	(179,709)	(92,685)	(175,000)	(175,000)
DONATIONS	(47,000)	(5,006)	0	0
TRAIN	(59,978)	0	0	0
CAMEL RIDE	(12,518)	(44,817)	0	(48,000)
FOOD SALES	(267,579)	(134,251)	(225,000)	(225,000)
GIFT SHOP	(303,960)	(171,941)	(250,000)	(260,000)
INTEREST REV	(52,393)	(19,226)	(50,000)	(50,000)
MISC REVENUE	(7,362)	(14,457)	(5,000)	(10,000)
PONY RIDES	(30,039)	0	0	0
WOW	(23,201)	0	(22,000)	0
SHELTER	(9,360)	(1,190)	(8,000)	(9,000)
OTHER REVENUE	(42,594)	(397)		
FUND BALANCE		0	122,820	0
Permanent wages	1,455,197	1,595,387	1,596,015	1,596,015
FICA	152,479	159,235	126,032	172,369
Unemployment	10,185	10,940	8,249	8,249
Temp wages	554,042	488,603	503,284	672,000
Overtime	34,861	40,818	14,500	40,000
Benefits	598,659	909,382	781,308	910,000
On Call	10,096	7,560	15,600	15,600
Uniforms	10,140	10,526	12,500	12,500
Employee Improvement	1,653	793	2,700	2,700
Travel - Local	880	83	500	500
Travel Out of State	28,198	7,794	24,000	20,000
Advertising - Society	60,000	41,732	60,000	60,000
Equipment Rental	1,650	1,229	2,000	2,000
Gas	5,505	3,348	8,000	8,000
Contractual Services	41,031	156,547	35,000	40,000
Meeting Fee	0	0	500	500
Memberships/Subscriptions	33,661	37,121	38,000	38,000
Equipment	40,234	39,327	46,000	46,000
Office Supplies	9,604	7,018	10,000	10,000
Building Repair	57,853	44,646	80,000	80,000
Maintenance Supplies	89,703	64,541	75,000	85,000
Other Supplies	21,959	29,965	24,000	24,000
Postage	310	200	2,000	1,000
Printing	14,486	7,022	12,500	15,000
Small Tool	4,627	5,697	6,000	6,000
Supplies	167,387	119,055	195,000	190,000
Animal Medical	89,691	69,302	95,000	100,000
Animal Husbandry	19,441	21,198	18,000	20,000

Description	2019 Actual	2020 Actual	2021 Dept Req	2022 Dept Req
Animal Transport	10,734	15,756	10,000	10,000
Animal Feed	180,484	153,361	170,000	175,000
Utilities	231,499	235,011	225,000	235,000
Insurance	81,518	85,294	85,000	85,000
IT Computers	6,921	7,700	5,500	8,000
IT Operations	75,908	78,884	68,406	80,000
Telephone- Cell	18,775	14,813	21,000	21,000
Trash Removal	15,880	23,717	28,000	28,000
Phone Allocation	4,544	4,347	4,485	4,485
Administrative - County	150,078	50,721	150,078	150,078
Courier	365	426	426	450
Long Distance Phone	214	163	125	200
Bank Fees	38,038	26,333	0	38,000
TOTAL Revenue	(4,777,190)	(4,138,925)	(4,545,532)	(5,377,000)
TOTAL Expense	4,486,705	4,464,459	4,545,532	4,875,646
GRAND Total	290,485	(325,533)	0	501,354

AGREEMENT BETWEEN COUNTY OF INGHAM
AND
POTTER PARK ZOOLOGICAL SOCIETY

This Agreement is made this _____ day of _____, 2021, (hereafter the "Agreement") by and between the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan, whose address is 121 E. Maple St., P.O. Box 319, Mason, Michigan 48854 (hereafter the "County") and the **POTTER PARK ZOOLOGICAL SOCIETY**, a Michigan non-profit corporation, of 1301 S. Pennsylvania Ave., Lansing, Michigan 48912 (hereafter the "Society").

WITNESSETH:

WHEREAS, the County is responsible for the operation, maintenance and improvement of the Potter Park Zoo in Lansing, Michigan (hereafter the "Zoo"); and

WHEREAS, the Society is a private, 501(c)(3), fundraising organization that was established, in part, to provide a better and more extensive zoological park for the Greater Lansing Metropolitan Area.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, **IT IS HEREBY AGREED** as follows:

1. **Agreement Term and Termination.** This Agreement shall commence on the date first above written, and shall continue for a term of five (5) years, unless terminated earlier. Notwithstanding any contrary provision, either party shall have the right to terminate this Agreement with or without cause upon sixty (60) calendar days prior written notice to the other. Any Zoo revenue funds held by the Society when this Agreement terminates shall be returned to the County upon the effective date of such termination.

2. **Scope of Services to be Provided by the Society.** As more fully set forth below, the Society, in furtherance of the purpose for which it was established, agrees to provide various services pertaining to the operation of the Potter Park Zoo in direct support of its mission of inspiring conservation of animals and the natural world.

A. The Society must abide by all accreditation standards as established by the Association of Zoos and Aquariums (AZA) as follows:

i. The support organization must recognize the overall authority of the institution's CEO/Director, and the role of the governing authority, for the management of the institution and its programs.

Explanation: The institution's CEO/Director must have final authority over the support organization regarding the animals, exhibits, paid and unpaid staff, programs, long-range plan, and any matters affecting the institution.

- ii. A support organization must share the institution's goals and objectives and provide resources/support for same.

Explanation: A support organization must have a good working relationship with the institution and share its objectives.

- iii. A formal agreement must be in place that delineates the roles and responsibilities of the support organization. This agreement must be kept up to date, reflecting the most current relationship, and be adhered to in practice.

- B. Except as otherwise provided in this Agreement, the Society shall fundraise, operate and maintain education programs, volunteer activities, special events, public relations, marketing, website and press releases, pursuant to the following:

- i. The County shall approve all zoo operation fees charged by the Society.
- ii. The Society shall send any proposed changes to the Potter Park Zoo Operations Fee Schedule as approved by the Ingham County Board of Commissioners to the Human Services Committee and the County Controller or his/her designee for consideration.
- iii. The Society's fundraising efforts shall incorporate private donors, corporate donors, sponsorships, grants, private events, animal adopts, annual appeals, planned giving, capital campaigns, and any other means agreed upon with the Zoo Director or his/her designee.
- iv. The County will reimburse the Society in an amount not to exceed 50 percent of group admission revenue for the months of May, June, and July in exchange for Society staff providing conservation education opportunities throughout the zoo to all zoo guests.

- C. During the term of this agreement the Society may be permitted reasonable use of the Zoo grounds and facilities after normal public hours, for the benefit or support of Society activities. During such activities the zoo will be closed to the general public, normal entry fees will be suspended, and a special entry fee for the attendees set by the Society will be in place. The Society will retain revenue from Society sponsored after-hours activities. Approval of the Society's use of the Zoo grounds, activities, date and times must be obtained in advance of any event from the Zoo Director or his/her designee.

- D. During the term of this agreement the Society may also be permitted reasonable use of the Zoo grounds and facilities during or after normal public hours for the purpose of community outreach events designed to educate the general public on the Zoo's mission, provide incentive for the general public to attend the Zoo and increase public awareness of the Zoo. For Society sponsored events

conducted during normal public hours, the Zoo will remain open to the public and admission proceeds shall be retained by the Zoo except as established as part of this agreement. Approval of the Society's use of the Zoo grounds, activities, date and times must be obtained in advance of any event from the Zoo Director or his/her designee.

- E. The Society shall, at its own cost and expense, furnish all labor, services, materials, supplies and equipment necessary to maintain all premises used and occupied by the Society in a clean, orderly and inviting condition as determined by the Zoo Director or his/her designee. The County shall provide trash containers and be responsible for the removal of trash discarded in such trash containers. The Society shall be responsible for accumulating such trash and placing it in the trash containers.
- F.. The County shall maintain/repair all permanent zoo facilities and fixtures. The Society is responsible for routine cleaning. The County shall provide all required maintenance and repairs to buildings and structures provided that the maintenance or repair to buildings is not the result of the intentional or negligent act of the Society's employee or agent. In the event that the maintenance or repair to buildings is the result of the intentional or negligent act of the Society's employee or agent as determined by the Zoo Director, the County will invoice the Society for the cost of such maintenance or repair which will be promptly paid on demand.
- G. The Society shall be solely responsible for all planning, executing, and implementation, including purchasing of supplies for all Society sponsored special events. .
- H. The Society in cooperation with the Zoo will develop an appropriate Zoo membership program in keeping with AZA accreditation standards. The Society shall have the right to sell memberships and retain the revenues collected from membership sales for the duration of this agreement so long as the membership program balances the need to broaden the support membership base with optimizing revenue for the Society.
- I. The Society will promptly transfer all restricted project donations made to the Society to support the Zoo to the County. On or before November 1, of each year included in this Agreement, the County Administrator/Controller or his/her designee, Zoo Director and Director of the Society will meet to discuss the status of the Society's fundraising efforts and progress toward their commitment to further the zoo's mission through support roles established in this agreement.
- J. The County shall provide all portable radios, telephones, telephone service, work stations, staff email accounts, and networks throughout the Zoo to maintain consistency in communications. Support and monthly expenditures shall be covered by the County. The Society's use of the County's phones will be solely

- for the purposes covered by this Agreement. The County will invoice the Society for any unauthorized communications charges which will be promptly paid on demand.
- K. The Society may recommend to the County capital improvement expenditures so as to assist the County's efforts on improvements and necessities for the Zoo.
 - L. The County may request the Society raise funds in support of capital improvements approved by the County and the Society will use its best resources to cooperate in that effort.
 - M. The Society will not place signs, advertisements, or donor recognition plaques upon any Zoo property, except that which has been approved by the Zoo Director, or his/her designee.
 - N. The Society shall obtain approval from the Zoo Director or his/her designee prior to promotions involving the Zoo and the use of Zoo or County logos.
 - O. The Society shall furnish qualified and professional management services and/or consultation for the services including but not limited to the following:
 - i. Society management of:
 - a. Operations, accounting, systems, procedures and research for Society programs;
 - b. Development and implementation of a long range fundraising plan;
 - c. Website, promotion, marketing, customer relations and services;
 - d. Governmental grant application preparation and processing; and
 - e. Event and logistics management for public events, private events, school programs, educational programming, membership sales and volunteer programming.
 - P. Meetings of the Society's Board of Directors will comply with and be subject to Michigan's Open Meetings Act (Act 267 of 1976, being MCL 15.261 et seq.). However, the parties agree and understand that the Society may take steps to protect the privacy of donors who wish to remain anonymous.
 - Q. Official records of the Society related to this Agreement shall be subject to public inspection in compliance with Michigan's Freedom of Information Act (Act 442 of 1976, being MCL 15.231 et seq.). However, the parties agree and understand that the Society may take steps to protect the privacy of donors who wish to remain anonymous.

3. **Zoo Director.** The County shall employ a Zoo Director.

4. **Provision of Funding and Collection of Revenues.** The Society will collect revenues paid for the services and programs it provides, including the Ice Safari, Wonderland of Lights, and a Fall special event, which revenues shall be deposited in accounts established by the Society, to be used for Zoo operations in accordance with the Society's articles of incorporation and subject to the Accounting Procedures and Reports in Section 5 of this Agreement. The Society will reimburse the County for any wages paid to County staff and County materials used as a result of the events held by the Society (e.g. set-up and clean-up for Boo at the Zoo and Wonderland of Lights). Such costs to the County for these events will be invoiced to the Society.

5. **Accounting Procedures and Reports.** The Society's accounting procedures and internal financial controls shall conform to generally accepted accounting practices, in order that revenues and expenditures of Zoo funds can be readily ascertained and verified. The Society shall be responsible for all of the following:

- A. The Society shall submit quarterly financial reports consisting of all expenditures and revenues of the Society, delivered to the County Controller or his/her designee.
- B. Within ninety (90) calendar days following the end of the Society's fiscal year, the Society shall submit a report on the fees collected and expenditures made pursuant to this Agreement, delivered to the County Controller or his/her designee.
- C. An Independent Audit of the Society shall be conducted by an independent certified public accountant and provided annually to the County Controller or his/her designee. The Independent Audit shall be completed and provided to the County within six (6) months following the end of the Society's fiscal year.
- D. Invoices, contracts, records, and all other documentation of revenues and expenditures pursuant to this Agreement shall be available for inspection during regular working hours by authorized representatives of the County.
- E. If the County requests information from the Society, pertaining to any funds collected, spent or provided under this Agreement, then Society shall provide said information, to the County Controller or his/her designee, within 10 working days.
- F. The Society shall maintain all financial records and supporting materials regarding funds collected or provided under this Agreement and expenditures made therefrom for a period of six (6) years after the termination of this Agreement. If an audit of such records or litigation between the parties commences before the end of the retention period records shall be maintained

until the audit has been completed and audit findings have been resolved and/or the completion of all litigation.

6. Insurance. The Society shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this Agreement with Limits of Liability of not less than \$1,000,000.00 per claim.
- E. For special events that include the distribution of alcoholic beverages, standard Liquor Liability Insurance coverage, with limits of not less than of not less than One Million and no/00 Dollars, (\$1,000,000.00) per occurrence and/or aggregate combined single limit to cover property damage and damages arising out of bodily injuries to, or death of, one or more persons.
- F. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Ingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- G. Cancellation Notice - All insurances described above shall include an endorsement stating the following:

It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Controller, P.O. Box 319, Mason, Michigan 48854.

- H. Proof of Insurance - The Society shall provide to the County at the time the Agreements are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

7. **Living Wage.** In the event the sum to be paid the Society under this Agreement when combined with the sum to be paid under any other Agreement(s) the Society has with Ingham County during the twelve (12) month period covered by this Agreement totals FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), the Society and all its subcontractor(s) shall comply with the County of Ingham's policy on payment of living wages as set forth in the Ingham County Board of Commissioner's Resolution No. 03-168, a copy of which is labeled **Exhibit A** and attached to this Agreement. In the event that the Society or its subcontractor(s) violates the Living Wage Policy, the County shall have the right to terminate this Agreement and disbar the Society from future Ingham County contracts as provided below:

- A. If the Society is found to be in violation of the Living Wage Policy, the Society shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The Society shall also pay the County \$100.00 per affected employee for each day the violation occurs beginning with the third day after the Society receives notification of the violation. The County may withhold from payments to the Society such amounts as are necessary to effectuate the above-stated payments or penalties.
- B. If the Society is found to be in violation of the Living Wage Policy and is subsequently required to pay the \$100.00 penalty provided for above for more than three (3) incidents within a two (2) year period the Society shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for the purposes of this subsection is defined as failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

Breach of this section shall be a material breach of this Agreement.

8. **Nondiscrimination.** The Society, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, disability that is unrelated the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. The Society shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended;
- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended;

- C. Section 504 of the Federal Rehabilitation act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder; and
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327, as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded a material breach of this Agreement. In the event the Society is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Society.

9. Compliance with the Law. The Society shall administer the funding and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State, and local laws, ordinances, rules and regulations.

10. Applicable Law And Venue. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan.

It is expressly understood and agreed that legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

11. Independent Contractor. It is expressly understood and agreed that the Society is an independent contractor. The employees and agents of the Society shall in no way be deemed to be and shall not hold themselves out as the employees or agents of the County. The Society's employees and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity. The Society shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Society shall carry workers' disability compensation coverage for its employees, if and as required by law, and shall provide the County with proof of such coverage.

12. Indemnification and Hold Harmless. The Society shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the Society, its employees, agents or subcontractors that may arise out of this Agreement. The Society's responsibilities to the County and its officers, employees and agents as set forth in this section shall not be mitigated by any insurance coverage obtained by the Society.

13. Standards of Conduct for Ingham County Vendors. The Society shall comply with the County's policy on Standards of Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners' Resolution No. 15-459, a copy of which is labeled **Exhibit B** and attached to this Agreement. Breach of this section shall be a material breach of this Agreement.

14. Compliance with County's Purchasing Requirements Regarding Labor, Employment, and Environmental Laws and Regulations. The Society, by its entry into this Agreement, certifies that it shall comply with the County's Purchasing Policy requirements that vendors doing business with the County comply with labor, employment, and environmental laws and regulations. A summary of said Purchasing Policy, which was adopted by the Ingham County Board of Commissioners in Resolution No. 20-186, is attached to this Agreement, labeled **Exhibit C**. The attached **Exhibit C** is incorporated by reference into this Agreement and is made a part hereof. Breach of the Purchasing Policy requirements set forth in **Exhibit C** shall be a material breach of this Agreement and shall subject the Society to the penalties set forth in said policies.

15. Modifications, Amendments, or Waivers. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties. No failure or delay on the part of the County in exercising any rights, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

16. Assignment or Subcontracting. The Society shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement, without prior approval by the County. All subcontracts entered into by the Society must comply with the insurance and indemnification provisions of this Agreement.

17. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

18. Complete Agreement. This Agreement, the attached Exhibits, A, B, and C, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

19. Invalid Provisions. This Agreement shall be interpreted according to the laws of the State of Michigan. If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of the agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

20. Non-Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract, and confers no rights on anyone other than the parties hereto.

21. Certification of Authority to Sign Agreement. The persons signing on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement and that this Agreement has been authorized by the County and the Society.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

COUNTY OF INGHAM

By: _____
Bryan Crenshaw, Chairperson
County Board of Commissioners

Date: _____

POTTER PARK ZOOLOGICAL SOCIETY

By: _____
Julie Pingston, Chairperson
Board of Directors

Date: _____

APPROVED AS TO FORM FOR
COUNTY OF INGHAM BY
COHL, STOKER, & TOSKEY, P.C.

By: _____

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Ing/Controller #14-010

EXHIBIT A

ADOPTED - JUNE 24, 2003
Agenda Item No. 7

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING A POLICY TO REQUIRE THE PAYMENT OF A LIVING WAGE

RESOLUTION #03-168

WHEREAS, the Ingham County Board of Commissioners desires to increase the quality and reliability of services procured for Ingham County or provided Ingham County inhabitants by promoting higher productivity and retention of employees working for Ingham County on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending and procurement of services to require covered employers who provide services to Ingham County to pay their employees a "Living Wage" sufficient to meet their employees' basic subsistence needs; and

WHEREAS, the Ingham County Board of Commissioners desires to raise the income of low-income working people and their families employed by covered employers on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending to encourage the development of jobs paying wages above the poverty level; and

WHEREAS, the Ingham County Board of Commissioners, under this policy, does not intend to establish any generally applicable County minimum wage, or regulate the wages paid by any business or individual that chooses not to provide services covered by this policy to the County; and

WHEREAS, the Ingham County Board of Commissioners desires to provide incentives for covered employers to provide health insurance to their employees; and

WHEREAS, the economic research summarized in the Economic Policy Institute's August 2000 issue guide, "Higher Wages Lead to More Efficient Service Provision," indicate that payment of higher wages is associated with greater business investment in employee training, higher productivity, and lower employee turnover; and

WHEREAS, the Ingham County Board of Commissioners references the Michigan League for Human Services October 1998 report, "Economic Self-Sufficiency: A Michigan Benchmark," that a family of three required at that time, on average \$2,724 a month to pay for housing, food, child care, health care, transportation, clothing, household supplies, a telephone, and taxes, and this was at the time equivalent to an hourly wage of \$15.83 for households with a single worker and \$7.92 for households with two workers; and

WHEREAS, while the 2002 United States Department of Health and Human Services federal poverty guideline was \$18,100 a year for a four-person family income near the poverty level is not a desirable standard of living sufficient to meet the subsistence needs of a family in Ingham County and its surrounding communities.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby requires that each contractor pay its employees providing services under the contract wages which are greater than or equal to a living wage, and meets other conditions, as defined in this policy.

BE IT FURTHER RESOLVED, that this policy applies to any individual, proprietorship, partnership, corporation, trust, association or other entity that is a contractor, defined as follows:

- i. A "contractor" is a party to a contract with Ingham County primarily for the furnishing of services (as opposed to purchasing or leasing of goods or property), where the total expenditure for such contract exceeds \$50,000 in a twelve-month period and employs five or more employees, or where the total value of contracts that the contractor has in effect on the effective

date of the contract with Ingham County exceeds \$50,000 and where the contractor employs five (5) or more employees. It does not include contractors who pay Ingham County a commission for the right to offer their services in county facilities or in conjunction with county events;

ii. A "subcontractor" is a party to a contract with a contractor providing services to Ingham County who is required to pay a "living wage" under the terms of this policy; whose contract with the contractor is for the purpose of furnishing services to Ingham County under the terms of the contractor's contract with Ingham County; where the subcontractor employs five or more employees and where the total value of the subcontractor's contract for that purpose exceeds \$25,000.

BE IT FURTHER RESOLVED, that the living wage requirement of this policy shall apply with respect to any employee of a contractor or subcontractor who is employed either part time or full time providing services directly under the contract.

BE IT FURTHER RESOLVED, that for the purposes of this policy, the following terms and phrases are defined as follows:

A. "Contract" means an agreement to perform services, including the subcontracting of services. Contracts for the purchase of goods and contracts to lease or purchase property are excluded.

B. "Employer" means a person who engages employees to provide labor in exchange for payment of wages or salary.

C. "Federal poverty line" means the official poverty line defined by the Office of Management and Budget based on Bureau of Census data for a family of four (4), as adjusted to reflect the percentage change in the Consumer Price Index for all urban consumers.

D. "Health care benefits" means the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

E. "Living wage" means an hourly wage rate which is equivalent to 125% of the federal poverty line on an annual basis when calculated based on forty (40) hours per week, fifty (50) weeks per year; provided however, that costs paid by the employer for an employee's health care benefits may be counted toward up to one-fifth (1/5) of the hourly rate payable to the employee.

F. "Person" includes individuals, proprietorships, partnership, corporations, trusts, associations, joint ventures, and other legal entities, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

G. "Public entity" means the State of Michigan including all agencies thereof, any public body corporate within the state, including all agencies thereof, or any non-incorporated public body within the state of whatever nature, including all agencies thereof.

BE IT FURTHER RESOLVED, that the County Controller shall annually adjust the living wage as provided herein to incorporate changes in the federal poverty level. The Controller shall notify the Board of Commissioners of any change in the amount of the living wage, and shall notify each contractor of such changes and such contractors shall, no later than 30 days after notification, adjust the hourly rates of affected employees as necessary to comply with this policy.

BE IT FURTHER RESOLVED, that the County Controller shall include an explanation of the requirements of this policy in all requests for proposals that may be covered by this policy.

BE IT FURTHER RESOLVED, that each contract covered by this policy shall require compliance with this policy. Each such contract shall provide that a violation of this policy shall be considered a material breach of the contract and Ingham County shall have the right to terminate the contract and disbar the contractor from future Ingham County contracts as provided below.

BE IT FURTHER RESOLVED, that every contractor shall post in a conspicuous place on all job sites subject to this policy

a copy of the living wage rate required under this policy. The contractor shall keep accurate records of the names and actual wages and benefits paid to each employee providing services under the contract and subcontract and provide Ingham County with such records within five (5) business days, if requested by the County.

BE IT FURTHER RESOLVED, that each contract shall provide that contractors who are found to be in violation of this provision shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The contract shall also provide that contractors shall be required to also pay Ingham County \$100 per affected employee for each day the violation occurs beginning with the third day after the contractor receives notification of the violation. The County may withhold from payments to the contractor such amounts as are necessary to effectuate the payments or penalties provided in this paragraph.

BE IT FURTHER RESOLVED, that a contractor who is found to be in violation of this provision and is subsequently required to pay the \$100.00 penalty provided above for more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

BE IT FURTHER RESOLVED, that anyone with knowledge of a violation of this policy may file a complaint with the County Controller, who shall have thirty (30) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's satisfaction within the thirty (30) day period, the complainant or his representative may bring forward his/her complaint to the County Services Committee of the Ingham County Board of Commissioners. The Committee shall forward its recommendation on the matter to the Board of Commissioners for final resolution.

BE IT FURTHER RESOLVED, a contractor or subcontractor found to have retaliated in violation of federal or state law against an employee for filing a claim of non-payment of a wage rate shall be ineligible to bid on any contract involving the County for a period of (five) 5 years from the date of such finding.

BE IT FURTHER RESOLVED, that the following exemptions from this policy apply:

- A. Public entities are exempt from compliance with this policy.
- B. Entities with 501(c)(3) status with who have nine (9) or fewer employees are exempt from compliance with this policy.
- C. Employees who are working under the terms of a collective bargaining agreement are exempt from compliance with this agreement.
- D. Exempt employees working on projects where federal, state or local law, or Ingham County policy requires payment of a prevailing wage are exempt from compliance with this policy.
- E. The following programs are exempt if developed specifically for high school and/or college students by Ingham County or one of its contractors:
 - 1. A bona fide training program;
 - 2. A summer or youth employment program;
 - 3. A work study, volunteer/public service, or internship program;
- F. Co-op employees employed as part of a high school or college co-op program which is part of the employee's educational curricula.
- G. Programs which operate to train people with disabilities and which are designated as community rehabilitation programs, work activity centers and/or sheltered workshops.
- H. Temporary or seasonal employees hired by a contractor. For purposes of this policy, temporary and/or seasonal employees are defined as employees hired to augment the regular workforce and are hired for three (3) months or less in the case of a temporary employee or nine (9) months or less in the case of a seasonal employee.

BE IT FURTHER RESOLVED, that a contractor may request a wavier of the provisions of this policy if they believe that the application of the policy to the contractor would violate federal, state, or local laws. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that a non-profit human services agency may request a waiver of the provisions of this policy if they believe that the application of the policy would cause economic harm to the agency in a fashion that would result in the harm created by application of the policy outweighing the benefits of applying this policy. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that this policy shall apply to any contract entered into or renewed after the effective date of this policy.

BE IT FURTHER RESOLVED, that entering an agreement for extension of a contract for a period beyond its original term shall be considered entering a contract for purposes of this policy.

BE IT FURTHER RESOLVED, that this policy shall go into effect ninety (90) days after adoption by the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, that it is the intent of the Ingham County Board of Commissioners that the requirement for payment of a living wage as defined in this policy will apply to employees of Ingham County.

COUNTY SERVICES: Yeas: Celentino, Holman, De Leon, Schor
Nays: Severino, Nevin **Absent:** None **Approved 6/17/03**

FINANCE: Yeas: Swope, Dedden, Hertel, Thomas
Nays: Grebner, Minter **Absent:** None **Approved 6/18/03**

EXHIBIT B

ADOPTED - DECEMBER 8, 2015
AGENDA ITEM NO. 8

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

RESOLUTION # 15 - 459

WHEREAS, the Ingham County Board of Commissioners (“Board”) purchases goods and services from a multitude of vendors and contractors; and

WHEREAS, the Board is committed to ensuring impartiality, transparency, professionalism, equal treatment, and the highest standards of conduct with respect to its relationships with all current and potential County vendors; and

WHEREAS, the Board expects that, as a condition for doing business with the County, all vendors, contractors, and subcontractors conduct their business operations and interactions with County employees ethically; and

WHEREAS, the Board has determined that a clear and concise approach is needed to ensure compliance with appropriate standards of conduct.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached *Standards of Conduct for Ingham County Vendors*.

BE IT FURTHER RESOLVED, a copy of said *Standards of Conduct for Ingham County Vendors* shall be incorporated into the County’s vendor registration process so that vendors are fully informed as to the County’s expectations regarding vendor conduct.

BE IT FURTHER RESOLVED, the Purchasing Department shall include in all solicitations and purchase orders, and legal counsel shall include in all contracts, language requiring compliance with the provisions of the *Standards of Conduct for Ingham County Vendors*.

BE IT FURTHER RESOLVED, that any County vendor found to violate the *Standards of Conduct for Ingham County Vendors* shall be notified and offered an opportunity to respond. If a violation is found, the Board of Commissioners may preclude further business with that vendor for up to one year or longer.

BE IT FURTHER RESOLVED, that upon effective passage of this resolution, the Board directs the Purchasing Department to issue to all County departments and offices and legal counsel a copy of this resolution.

COUNTY SERVICES: Yeas: Celentino, Koenig, Crenshaw, Banas, Bahar-Cook, Hope, Maiville
Nays: None **Absent:** None **Approved 12/01/15**

Standards of Conduct for Ingham County Vendors

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:

Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517)

676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.

EXHIBIT C

Compliance with Ingham County Purchasing Policy

All vendors, as a condition for registering to do business with the County, shall self-certify to the County regarding any violations of environmental, labor, and employment laws and regulations of the State of Michigan or any other regulatory agency, including, but not limited to, the following:

- The potential vendor's history of compliance with labor and employment laws and regulations, including the Workforce Opportunity Wage Act, MCL 408.411 et seq., the Fair Labor Standards Act of 1938, 29 USC 201 et seq., and the National Labor Relations Act, 29 USC 151 et seq.; and
- The potential vendor's environmental track record and sustainability practices, including the potential vendor's history of compliance with environmental laws and regulations such as the Natural Resources and Environmental Protection Act, MCL 324.101 et seq., the Clean Water Act, 33 USC 1251 et seq., and the Clean Air Act, 42 USC 7401 et seq.

All vendors shall notify the Purchasing Department of any subsequent violation of this Policy within ten (10) years after becoming a vendor; failure to do so may result in the vendor being barred from doing business with the County for a period of up to five (5) years.

A local vendor claiming the local purchasing preference in accordance with the Local Purchasing Preference Policy, may not be afforded the preference if it is verifiably proven that the local vendor is found to have violated any provisions of this amended policy.

If it is discovered that a vendor performing work under a contract with the County is in violation of this policy, that vendor shall be found to have committed a material breach of the contract and that vendor shall make restitution payment to the County in the amount of \$500 per day for every day that the violation occurred since signing the contract. Upon being notified in writing by the County of violating this policy, vendors who do not agree to make such restitution shall be barred from doing business with the County for a period of not less than ten (10) years. The vendor may appeal any such decision to the Ingham County Board of Commissioners who shall have the final say in all matters and appeals.