

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 "May 12, 2021".

POTTER PARK ZOO ADVISORY BOARD MEETING

**Wednesday, May 12, 2021
6:00 PM**

Join Zoom Meeting
<https://zoom.us/j/93265305143?pwd=a0gvUElSV25ucjhHcUpwcW92Y0xxdz09>
Meeting ID: 932 6530 5143
Passcode: 482356

- 1. Call to Order**
- 2. Approval of March 10 & April 14, 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 Report – Cynthia Wagner
 - b. Admission Report- Cynthia Wagner
 - c. Director's Report – Cynthia Wagner/Amy Morris
- 6. New Business**
 - a. 2021 Budget – Approval
 - b. Zoological Society/Ingham County Agreement - Approval
- 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 **June 9, 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 provided 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.

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

**1301 S. Pennsylvania Avenue,
Lansing, MI, April 14, 2021**

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

BOARD MEMBERS

PRESENT: Chair John Groen, Molly Korn, Cheryl Bergman, Cindy Kangas, Julie Pingston,

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

ABSENT: Commissioner Tennis, Commissioner Trubac, Vice Chair Kyle Binkley, Mary Hauser, Dr. Richard Snider, Mary Leys and Yanice Jackson Long

CALL TO ORDER: Quorum not present, meeting not called to order

MINUTES: Quorum not present, no vote

LIMITED PUBLIC COMMENT

LATE ITEMS/DELETIONS/CONSENT ITEMS

None

FINANCIAL REPORTS

Zoo Financial Report

Director Wagner stated Ingham County will be restoring revenue lost for 2020 and 2021 when they receive the Federal Funds. Zoo revenue loss in 2020 was around \$530,000. This will enable us to continue focusing on improvements and repairs rather than restoring fund balance. Fund balance ended March with \$588,379. The retaining wall replacement will be \$50,000 and will come from funds designated to return to fund balance in 2021.

Director Morris-Hall stated the Society is in a much better place than anticipated with a case flow of \$321,429 at the end of February. She shared they recently received an unsolicited \$25,000 donation.

Admission Report

Director Wagner reported March was up 5,000 visits from 2019 and that YTD is up almost double from 2019. This is largely due to the beautiful weather.

ZOO DIRECTOR REPORT

Major Elements Reported:

Director Wagner appreciates the oversight Deputy Controller Cypher is providing.

The new directional signage is being installed and one-way paw prints are being repainted.

The front concession stand will not be open this season.

The retaining wall near the Savannah Grill collapsed the morning of March 26, 2021 and required emergency

replacement.

Seasonal pay is \$11 per hour for 2021 and will increase by \$1 each year until 2025 when it reaches \$15 per hour. Resolution passed by the Ingham County Board of Commissioners.

The board is invited to attend a virtual volunteer appreciation event.

The zoo's education assistant curator completed a 32-hour certified interpretive guide training.

Zookambi summer camp registration is open and 30 percent full.

PPZ will be breeding Puerto Rican Crested Toads and releasing tadpoles in Puerto Rico if successful.

There were 26 students that completed the PPZ Frog Watch citizen science course.

We received a recommendation to receive a 3-year-old male tiger from a nearby zoo.

Stem cells were collected from the female Bactrian camel upon her death and those were recently used to give to an arthritic camel at an AZA Indiana Zoo.

Mariah Martinez will be including a DEAI component in every board report. The inclusion tip for this month is when talking to a group of people use inclusive language such as "hello everyone" or "hello all" instead of "hey guys" or "hey ladies".

NEW BUSINESS

2022 Zoo Budget

Director Wagner shared the projected 2022 budget numbers. Numbers can be discussed in more detail at the May meeting.

County/Society Agreement

Director Wagner reviewed the proposed changes line by line. The members of the board did not have any questions.

OLD BUSINESS

Strategy Subcommittee

No report

External Relations Subcommittee

Cheryl Bergman reported a meeting was held March 15, 2021. The primary result from the meeting was that it was decided the one large event previously planned would become several small events. This decision was as a result of the recommendations of Sharon Castle. Each board member can invite potential donors or potential capital campaign committee members for a tour on their chosen date.

Chair Groen joined the meeting at 6:40pm.

BOARD COMMENTS

None

LIMITED PUBLIC COMMENT

None

ADJOURNMENT

Meeting ended at 6:45 p.m.

POTTER PARK ZOO
YEAR TO DATE BUDGET/ACTUAL REPORT - PRELIMINARY
FOR 4 MONTHS ENDED APRIL 30, 2021

	2021 BUDGET	APRIL 2021 YTD ACTUAL	BUDGET REMAINING	% OF BUDGET	APRIL 2020 YTD ACTUAL
REVENUES					
PROPERTY TAX	\$ 3,262,137	\$ 3,182,106	\$ 80,031	97.55%	\$ 3,074,299
UNALLOCATED PORTION OF TAXES (8 MONTHS)		\$ (2,121,415)			\$ (2,049,543)
ADMISSIONS	\$ 585,000	\$ 148,554	\$ 436,446	25.39%	\$ 15,978
CONCESSIONS, GIFT SHOP, VENDING	\$ 475,000	\$ 126,621	\$ 348,379	26.66%	\$ 13,167
PARKING FEES	\$ 175,000	\$ 18,153	\$ 156,847	10.37%	\$ -
INTERACTIVE SITES	\$ 50,000	\$ -	\$ 50,000	0.00%	\$ -
INTEREST INCOME	\$ 50,000	\$ (1,399)	\$ 51,399	-2.80%	\$ 10,802
OTHER REVENUES	\$ 71,215	\$ 396	\$ 70,819	0.56%	\$ 11,435
TOTAL REVENUES	\$ 4,668,352	\$ 1,353,016	\$ 3,315,336	28.98%	\$ 1,076,138
EXPENDITURES					
PERSONNEL SERVICES					
Salaries & Wages - Full Time	\$ 1,626,615	\$ 506,372	\$ 1,120,243	31.13%	\$ 454,263
Salaries & Wages - Seasonal	\$ 503,284	\$ 125,633	\$ 377,651	24.96%	\$ 84,236
Benefits	\$ 894,938	\$ 285,060	\$ 609,878	31.85%	\$ 276,812
Total Personnel Services	\$ 3,024,837	\$ 917,065	\$ 2,107,772	30.32%	\$ 815,311
CONTROLLABLE EXPENDITURES					
Supplies	\$ 308,000	\$ 66,884	\$ 241,116	21.72%	\$ 71,272
Animal Care	\$ 293,000	\$ 74,923	\$ 218,077	25.57%	\$ 77,056
Purchased Services	\$ 399,078	\$ 76,128	\$ 322,950	19.08%	\$ 229,621
Utilities - Telephone	\$ 21,125	\$ 6,075	\$ 15,050	28.76%	\$ 4,342
Rentals & Leases	\$ 2,000	\$ 341	\$ 1,659	17.05%	\$ -
Other Expenses	\$ 134,175	\$ 34,717	\$ 99,458	25.87%	\$ 45,038
Total Controllable Expenditures	\$ 1,157,378	\$ 259,068	\$ 898,310	22.38%	\$ 427,329
NON-CONTROLLABLE EXPENDITURES					
Utilities	\$ 225,000	\$ 63,073	\$ 161,927	28.03%	\$ 63,951
Insurance	\$ 85,000	\$ 64,309	\$ 20,691	75.66%	\$ 60,448
IT Support Expense	\$ 72,891	\$ 35,713	\$ 37,178	49.00%	\$ 33,627
Other Expenses	\$ 426	\$ -	\$ 426	0.00%	\$ 213
Total Non-Controllable Expenditures	\$ 383,317	\$ 163,095	\$ 220,222	42.55%	\$ 158,239
CAPITAL OUTLAY					
Capital Improvements	\$ (20,000)	\$ -	\$ (20,000)		\$ -
TOTAL EXPENDITURES	\$ 4,545,532	\$ 1,339,228	\$ 3,206,304	29.46%	\$ 1,400,879
TOTAL CHANGE IN FUND BALANCE	\$ 122,820	\$ 13,788			\$ (324,741)
FUND BALANCE AS OF 1/1/21					
NON-SPENDABLE		\$ 170,406			
UNRESTRICTED		\$ 562,925			
		<u>\$ 733,331</u>			
FUND BALANCE AS OF 4/30/21		\$ 747,119			
FUND BALANCE AS OF 4/30/21					
UNSPENDABLE		\$ 170,406			
UNRESTRICTED		\$ 576,713			
		<u>\$ 747,119</u>			

POTTER PARK ZOO
BALANCE SHEET - PRELIMINARY
April 30, 2021

ASSETS

CASH	\$ 2,228,270
DEPOSITORY CASH	238,924
IMPREST CASH	8,000
TAXES REC - CURRENT LEVY	408,626
TAXES REC - DELINQUENT	27,986
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>\$ 2,977,839</u></u>

LIABILITIES

VOUCHERS PAYABLE	
DUE TO ZOOLOGICAL SOCIETY	74,176
TAX LEVY LIABILITY	25,000
SALES TAX PAYABLE	2
REFUND NOW	(61)
REFUND APPLY	(640)
ACCRUED PAYROLL	-
ACCOUNTS PAYABLE	-
DEFERRED REVENUE - PROPERTY TAXES	2,121,415
DEFERRED REVENUE - DELINQUENT TAXES	10,828
TOTAL LIABILITIES	<u><u>2,230,720</u></u>

FUND BALANCE

UNSPENDABLE	170,406
UNRESTRICTED FUND BALANCE	576,713
	<u>747,119</u>
TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$ 2,977,839</u></u>

POTTER PARK ZOO
MONTHLY ATTENDANCE REPORT
FOR MONTH AND YTD ENDING April 30, 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	2,025	0	0	0	0	0	3,565	1,290	0	(1,290)
CHILD RESIDENT	0	0	1,129	424	1,553	1,553	0	0	2,650	2,650
CHILD NON-RESIDENT	0	0	816	874	1,690	1,690	0	0	4,368	4,368
CHILDREN - UNDER 3	1,058	0	503	738	1,241	1,241	1,624	409	2,999	2,590
ADULT RESIDENT	2,691	0	1,987	606	2,593	2,593	2,691	0	5,061	5,061
ADULT NON-RESIDENT	1,224	0	1,150	1,381	2,531	2,531	1,224	0	7,148	7,148
ADULT	0	0	0	0	0	0	3,919	3,131	0	(3,131)
SENIOR/MILITARY RESIDENT	188	0	151	38	189	189	188	0	255	255
SENIOR/MILITARY NON-RESIDENT	204	0	109	153	262	262	204	0	862	862
GROUPS	566	0	181	0	181	181	591	39	356	317
SUBTOTAL	7,956	0	6,026	4,214	10,240	10,240	14,006	4,869	23,699	18,830
MEMBERSHIPS/PROGRAMS										
PPZ MEMBERS	2,119	0	1,404	493	1,897	1,897	3,640	1,688	4,493	2,805
EVENTS	2,973	0	0	0	0	0	3,624	1,479	2,191	712
RECIPROCAL ZOO MEMBERS	490	0	0	0	0	0	722	194	0	(194)
RECIPROCAL ZOO MEMBERS (100%)	250	0	0	0	0	0	370	177	0	(177)
MONDAY PROGRAM	674	0	178	0	178	178	983	175	359	184
ZIYN	0	0	220	0	220	220	0	47	477	430
OTHER (non-paying)	210	0	97	0	97	97	1,103	520	325	(195)
SUBTOTAL	6,716	0	1,899	493	2,392	2,392	10,442	4,280	7,845	3,565
GRAND TOTAL	14,672	0	7,925	4,707	12,632	12,632	24,448	9,149	31,544	22,395

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

POTTER PARK ZOO
MONTHLY PARKING REPORT
FOR MONTH AND YTD ENDING APRIL 30, 2021

ADMISSION TYPE	CURRENT MONTH				YEAR-TO-DATE			
	2019 COUNT	2020 COUNT	2021 COUNT	BETTER (WORSE) THAN PY	2019 COUNT	2020 COUNT	2021 COUNT	BETTER (WORSE) THAN PY
ANNUAL RESIDENT PASS	121	0	0	0	121	0	0	0
ANNUAL NON-RESIDENT PASS	10	0	0	0	10	0	0	0
PPZ MEMBER DELUXE/PREMIUM	280	0	323	323	280	0	323	323
DAILY RESIDENT PARKING	1,895	0	1,880	1,880	1,895	0	1,880	1,880
DAILY NON-RESIDENT PARKING	1,620	0	2,227	227	1,620	0	2,227	2,227
EVENTS	175	0	0	0	175	0	0	0
OTHER (non-paying)	1,619	0	149	149	1,619	0	149	149
TOTAL	5,720	0	4,579	4,579	5,720	0	4,579	4,579

ADMISSION TYPE	AMOUNT
ANNUAL RESIDENT PASS	\$32.00
ANNUAL NON-RESIDENT PASS	\$42.00
RESIDENT DAILY PASS	\$3.00
NON-RESIDENT DAILY PASS	\$5.00



Director's Report May 12, 2021

Safety

Fire extinguisher training was held Tuesday, April 27 at 9:30 a.m. by Boynton Fire Services.

Rick Parker attended an AZA training on how to properly conduct and document the drills required for accreditation.

Firearms training for the Zoo's Emergency Response Team will be held May 25 and conducted by the Ingham County Sheriff's Department.

The Ingham County Health Department will be at the zoo for annual staff TB tests June 8. All full time staff that come into contact with animals or go into animal exhibits will be required to get a TB test.

Staffing

We continue to hire seasonal staff for admissions, parking, sanitizing, food service, maintenance, gift shop, camel rides, contact area and Wings of Wonder. Approximately 10 more seasonals are needed to maintain full staffing levels with all services available.

We will be hiring a Zookeeper 400 to fill a hoofstock position that will be vacant as of May 26, 2021.

There is one maintenance 400 position open that we are not planning to fill immediately.

Guest Services

Shane Young has started camel rides for the season. Saturday, May 8 was the first full day of camel rides.

Graphics are in process for the ring-tailed lemurs, grey and red kangaroos, sulcate tortoise, tufted deer and all bird house digital graphics. Temporary laminated signs are up where necessary until the permanent graphics are completed by a designer and can be printed.

Dippin' Dot Kiosk opened May 1st and will be operational weekends only until Memorial Day weekend when it will go to daily operations. The first weekend was a stellar opening largely in

part to the 80 degree temps on Sunday. There were 226 servings scooped up for a total of \$2,288.27 in revenue.

The Savanna Grill is also off to a good start this season and after being open on weekends in April is now open daily for guest's food and treat needs. Revenue to 5/7/21 has been approximately \$19,500.

Staffing has traditionally been difficult but this year applicants have been coming in steadily and onboarding in the food and retail areas of guest services is nearing completion with training in full swing. The increased hourly wage has been beneficial to this effort.

The AniMall gift shop has also had a good start to the season but orders and shipping have been experiencing a huge increase in back orders, damages while shipping, and unavailability of product as the supply chain continues to regulate back to pre-pandemic levels. Finding alternate products and vendors is ongoing to continue to have the offerings needed to outfit the gift shop inventory needs. This will likely be the situation for the foreseeable future and likely into 2022 from what industry sources are reporting.

Maintenance

Replacement of the collapsed retaining wall by Earthtones will start the week of May 10.

Removal of the damaged ceiling in the birdhouse north end exhibit is complete. The replacement will start the week of May 10 and be complete by May 21.

Several repairs were made to valves in the otter exhibit pool.

Memberships

Great news! We have seen an increase in new and renewed memberships this year. We hope this trend continues and we can share our mission with more and more members of our community.

- Total adult members (not including children in the household): 6,243
- Total Membership Households: 2,923

Events



Zoo Nights will be held May 13, June 17, July 22 and Aug. 26. The zoo will be closing at 2 p.m. on those dates to allow for event preparation.

There will be three drink and two food vendors as well as PPZ event staff will be preparing food.

Community Volunteer Day at Potter Park Zoo!

This family-friendly event encourages community and the importance of caring for our planet through action! Volunteers will help with a variety of projects around the zoo including raking, planting flowers, and spreading mulch. Tools will be provided. Following their service time, volunteer families are welcome to enjoy the zoo.



The deadline to sign up is May 13 at 5 p.m. Spots are limited so sign up today!

Who can volunteer: Individuals and families (children ages 8 and up)

Commitment: Come for a shift in the morning: 10:30 a.m. - 12:30 p.m. or in the afternoon: 2 p.m. - 4 p.m.

Zoo in Your Neighborhood

In April, 220 people visited the zoo using a pass. Here are a few comments left by families who used the passes:

"Normally we visit a few times a year. Having the pass makes sure we go more. Thank you so much for making it available."

"Thank you for this, it allows me to take my grandkids!"

"Great experience! My son was very excited as this was his first time to see the lion and tiger roaring."

FALCONERS

The April, Party for the Planet event, had 95 participants. This was the first time we had activity stations available for our families. The next event is May 22 from 8 AM - 11 AM.

The theme of this event is "The Americas". It is a brand-new theme that will focus on North, Central and South America and the animals we house from those areas.

Lansing Neighborhood Grant

The Potter Park Zoological Society was awarded \$1,600 to add a communication board to the playground in the park.

This board creates a more inclusive playground space for those who are non-verbal as they can communicate with others in an easier way. This will also help bring awareness of communication boards to those who visit the park.



Education



The education department participated in the 2021 Virtual MSU Science Festival Tuesday evening. The event was broadcast live via Zoom and Facebook, and our segment can viewed here:

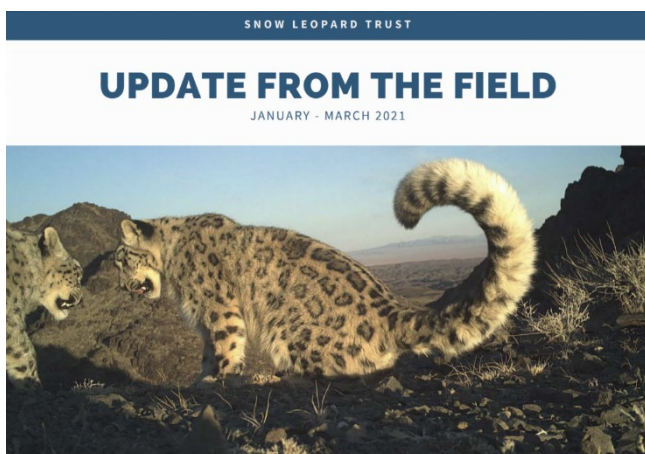
https://1drv.ms/v/s!AkB_UfQgte9XjsV3TH5T6c51wz2-NQ?e=Z2exUp

Zookambi is **90%** full with the current capacity number of twelve youth per session.

Conservation

Ten Frog Watch citizen scientists attended an evening listening session on zoo grounds with Sarah Foote Wednesday, April 28.

Snow Leopard Trust Field Update



Click the image to read the Snow Leopard Trust's latest field update, which includes research and conservation milestones, along with some beautiful up-close photography.

Merchandise from The Snow Leopard Trust is available in the AniMall.

Learn about managing a rhino population from the Mkomazi Rhino Sanctuary.

<https://www.savetherhino.org/africa/tanzania/how-would-you-manage-a-rhino-population/>

Animal Care

The Michigan State University - College of Veterinary Medicine zoo and wildlife clerkship ended last week. Four students split their time working with veterinary staff at Potter Park and Binder Park Zoo.

We recently announced Jaali will be leaving for his new home this fall. Keepers have started to implement a separation and weaning plan along with a breeding plan for Doppsee and Phineus.

A prehensile tailed porcupine is in quarantine and will reside in the north end of our bird and reptile house once exhibit repairs are completed. This is a new species for Potter Park Zoo.

We received a male ring tailed lemur from the Denver Zoo who is also in quarantine. When he completes quarantine he will join our two females with hopes of breeding and growing our troop.

Three emperor scorpions arrived and are in quarantine. They will be on exhibit in the Reptile Building after quarantine.

Renovations are underway for the two tortoises to go in the cavy exhibit for the summer. Short barriers made of cedar posts are being installed to keep the two male tortoises from getting close which can lead to aggressive behavior. The cavy will be able to fit between the posts and utilize the entire yard.

The kangaroo moved to their new exhibit and are doing great.



The otter pups are eating solid foods and growing. They will be on exhibit in the near future. The male pup was treated for leg fractures and has been going to physical therapy.

The emu moved to his new exhibit and is adjusting well.

The tufted deer are now on exhibit in the old kangaroo yard across from the wolves.

A male red kangaroo was taken to MSU last Monday for a CT scan and found to have extensive dental disease. Under treatment, but investigating further treatment options.

DEAI Corner

Potter Park Zoological Society is partnering with Able Eyes to create virtual tours of four of our buildings inside the zoo including the Discovery Center, Gift Shop, Feline/Primate House and Bird and Reptile House. This is the next step in allowing visitors to better prepare for their visit to the zoo. Having a virtual tour and knowing what to expect is essential for many, especially those with autism. This is planned for early June.



Quiet/Nursing Room: Located in the Discovery Center.

Quiet Areas: If a child or adult is having a sensory overload and they need a quiet space while out in the zoo, they can utilize the quiet area in nature play (near the elk boardwalk) or the Memorial Garden.

Quiet Area in Park: Outside of the zoo, we have a quiet area located next to the Snack Shop

Sensory bags: Sensory bags can be checked out for free at the Welcome Center.

Headphones: Can be checked out without a sensory bag if a guest is sensitive to loud noises (the train that goes past the zoo can upset many with sensitivities to loud noises). They can be checked out at the Welcome Center.

Braille map: Our new braille map is located to the right of the Welcome Center.

Handheld braille maps: Available for free for checkout at the Welcome Center.

Wheelchairs and mobile carts: Guests can rent either of these items at the admissions booth.

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~~17~~, (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.

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

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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.

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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.

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- 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.

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B. Except as otherwise provided in this Agreement, the Society shall fundraise, operate and maintain education programs, ~~—volunteer—and decent~~ activities, special events, public relations, marketingfundraising, 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(attached hereto as Exhibit A) to the HumanCounty Services Committee and the County Controller for consideration.

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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.

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~~ii-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 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.

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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

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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 par tof 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. B. 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.G. 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.

GD. The Society shall be solely responsible for all ~~the decorating and planning, executing, and implementation, including purchasing of supplies for all Society sponsored special events. the Wonderland of Lights special event, as well as the purchasing of lights.~~

HE. 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 Society 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. until December 31, 2017. Society memberships include unlimited admissions to the Zoo and admission to all special events unless otherwise noted. On or before November 1, 2017, the County Administrator/Controller, Zoo Director and Director of the Society will attempt establish a reasonable revenue sharing formula for the revenues collected from membership sales commencing January 1, 2018. However, in the event the parties are unable to reach an agreement the Society will pay the County 15% of the revenues collected from membership sales as a condition of this Agreement's continuation.~~

IF. The Society will ~~make a minimum payment of \$40,000.00 per year during~~

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~~the first, second and third year of this Agreement toward the Society's commitment to repay the Zoo Millage Fund for the construction and equipment associated with the Moose Exhibit as described in Ingham County Resolution 14-290. In addition, 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. 2017, and on or before each November 1st in subsequent years, 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. repay the Zoo Millage Fund for the Moose Exhibit.~~

JG. The County shall provide all portable radios, telephones, and 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 phone charges which will be promptly paid on demand.

KH. 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, ~~or~~ 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.

OJ. 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. ~~Pg~~ 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 programing.

~~PJ.~~ 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.

~~QK.~~ 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.

~~32.~~ **Zoo Director.** The County shall employ a Zoo Director.

~~43.~~ **Provision of Funding and Collection of Revenues.** The Society will collect revenues paid for the services and programs it provides, including the Ice Safari, Boo at the Zoo, and Wonderland of Lights 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, ~~until December 31, 2017.~~ 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. ~~On or before November 1, 2017, the County Administrator/Controller, Zoo Director and Director of the Society will attempt establish a reasonable revenue sharing formula for the revenues received by the Society for the services and programs the Society provides commencing January 1, 2018. However, in the event the parties are unable to reach an agreement the Society will pay the County 15% of the revenues collected from membership sales as a condition of this Agreement's continuation.~~

~~4.~~ **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.~~

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~~~~monthly~~ 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 AB** 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 BC** 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.

154. 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.

165. 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.

167. 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.

178. 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.

198. 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.

2049. 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.

219. 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: _____ Date: _____
~~Bryan Crenshaw~~ Sara Anthony, Chairperson
County Board of Commissioners

POTTER PARK ZOOLOGICAL SOCIETY

By: _____ Date: _____
Julie Pingston ~~Aaron Davis~~, Chairperson
Board of Directors

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

By: _____
Mattis D. Nordfjord

EXHIBIT A
Potter Park Zoo Operations Fee Schedule

<u>Admission Fees</u>	
Resident adult (April — October)	\$ 6.00
Non-resident adult (April — October)	\$ 11.00
Resident senior (April — October)	\$ 5.00
Non-resident senior (April — October)	\$ 10.00
Children age 6 — 12 (April — October)	\$ 4.00

<u>Shelters</u>	
Penguin Cove	\$ 100.00
Eagle Landing	\$ 125.00
Tiger Den	\$ 200.00

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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 adoptions, 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.

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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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