

**MEMORANDUM OF UNDERSTANDING**  
**LINCOLN PARK ZOOLOGICAL SOCIETY**

**I. THE PARTIES**

- 1.01 The City of Manitowoc, a Wisconsin municipal corporation, doing business at 900 Quay Street, Manitowoc, Wisconsin, 54220. (“City”).
- 1.02 The Lincoln Park Zoological Society, a Wisconsin non-profit association (“LPZS”), with a mailing address of P.O. Box 321, Manitowoc, WI, 54221.

**II. THE RECITALS**

***WHEREAS,***

- 2.01 The City owns the natural land on which the Lincoln Park Zoo (“Zoo”) is established.
- 2.02 The LPZS and the City have partnered for decades to fund various aspects of the Zoo, but without a formal agreement establishing each party’s role.
- 2.03 In 2020, the parties contracted MSA Professional Services to create a master plan for the Zoo that will guide maintenance, improvements and development over the next 10-20 years or more.
- 2.04 The parties have committed to funding substantial capital developments at the Zoo as recommended in the master plan.
- 2.05 The LPZS will contribute, toward capital development projects at the Zoo as recommended in the master plan each year, if funding allows, for the foreseeable future.
- 2.06 The parties acknowledge that future development will increase maintenance and operating costs, and accordingly, that sufficient funds will need to be budgeted to support these costs.
- 2.07 The City will support the LPZS’s efforts to promote and fundraise toward proposed improvements cited in the master plan subject to LPZS meeting each of the various terms and conditions of this Agreement.

### III. THE AGREEMENT

#### *NOW, THEREFORE,*

- 3.01 The recitals are hereby made a part of the Agreement.
- 3.02 The LPZS shall obtain written approval from the City prior to moving forward with any future improvement or capital development project at the Lincoln Park Zoo (“Zoo”). “Capital development project” shall mean any project occurring at the Zoo, and which costs \$5,000 or more.
- 3.03 The City shall be responsible for project management of all capital improvement projects including; bidding and executing contracts for the design and development phases, and for obtaining all required agency permits.
- 3.04 The City shall continue to fund current levels of maintenance and operations required of the Zoo, including full-time and seasonal staff. The City shall also continue to offer education programs and camps, classes, and special events at the Zoo.
- 3.05 The City is responsible for all Zoo operating costs. LPZS may contribute to operating expenses and general maintenance to support general zoo improvements, such as; building and grounds maintenance, as desired, determined by LPZS board approval. LPZS’s contributions may be financial, material or in the form of volunteer time.
- 3.06 LPZS shall submit plans for any capital development project that may lead to increased maintenance costs for the City in advance and shall not commence work unless approved by the City. Such approval may be made by the Parks and Recreation Division, the City’s Board of Public Works or the City’s Public Infrastructure Committee depending on total project cost. If the City approves LPZS’s capital development project proposal, the City shall increase its operating budget as needed to fund the future maintenance of said project. The City maintains the right to deny approval for any or all capital development projects that may increase the operating budget. If the City does not approve of a capital development project due to cost and the LPZS wishes to move forward with the capital development project, LPZS shall create and solely contribute to a separate long-term fund to supplement increased operating expenses necessary to complete and maintain the capital development Project.
- 3.07 The LPZS shall continue to generate revenue through fundraising, special events, memberships, donations, etc., as well as pursue grants and other sources of outside funding to support capital improvements at the Zoo. The LPZS shall also pursue business strategies as outlined in the master plan that will support a sustainable operating model for the Zoo.
- 3.08 No income derived from the operation of the LPZS shall ever revert to or become the property of any private shareholder or individual.
- 3.09 Upon the dissolution of the LPZS, the board of directors shall, after paying or making

provisions for the payment of all of the corporation's liabilities, dispose of all of the corporation's assets exclusively for the purposes of the LPZS by placing same in the existing Zoo Trust Fund as part of the City of Manitowoc Parks and Recreation Division Budget.

- 3.10 All improvements and equipment purchases funded by LPZS to enhance Zoo programs and property shall become the property of the City of Manitowoc Parks and Recreation Division.
- 3.11 LPZS may develop a membership program and campaign in an effort to generate funds and interest in the Lincoln Park Zoo. LPZS may offer various member benefits, such as discounted Zoo classes, camps, education programs and facility rentals. All membership revenue shall contribute to the LPZS general fund.
- 3.12 Funding provided by LPZS for capital improvements and development projects shall be donated to the City of Manitowoc and deposited into a restricted donation account. Sufficient funds shall be accounted for prior to executing any contract related to approved capital development projects.
- 3.13 The Park and Recreation Division and the LPZS may partner on fundraising efforts, special events, and Zoo programs. Special events sponsored by the LPZS and hosted on City property with the primary goal of fundraising shall be reviewed and approved by the City of Manitowoc Special Events Committee. Funds raised through such events shall be deposited in the LPZS's general account. LPZS-sponsored events and programs that take place on City property may utilize City staff to assist at no cost to the LPZS. Requests for staff assistance shall be made to the Park and Recreation Division as soon as reasonably practicable.
- 3.14 The terms of this Agreement may only be modified, waived or abandoned by written agreement signed by both parties.

#### **IV. SEVERABILITY CLAUSE**

- 4.01 In the event that any part of this Agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

#### **V. INDEMNIFICATION CLAUSE**

- 5.01 The LPZS agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees) arising out of this agreement, caused by the LPZS, its officers, officials, employees, agents or anyone for whose acts they may be liable.

5.02 The City agrees to indemnify, defend and hold harmless the LPZS and its officers, members and agents from and against any and all liability, loss, damage expense, costs (including attorney fees arising out of this Agreement), caused by the City, its officers, officials, employees, agents or anyone for whose acts it may be liable.

*IN WITNESS WHEREOF*, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Lincoln Park Zoological Society**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Julie Grossman, President

\_\_\_\_\_

**City of Manitowoc**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Justin M. Nickels, Mayor

\_\_\_\_\_

Attest:

By: \_\_\_\_\_

Printed Name:

Mackenzie Reed-Kadow, City Clerk

\_\_\_\_\_

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

\_\_\_\_\_

Shawn Alfred, Finance Director

\_\_\_\_\_

Kathleen McDaniel, City Attorney