

**ILLINOIS ZOO ASSOCIATION COLLABORATION FOR DISASTER ASSISTANCE  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is for the institutions named below that are housing domestic and exotic animals to agree to certain terms regarding a collaboration among the Parties to provide Disaster Assistance to affected institutions in preparation for or in response to incidents that place animals in crisis. An affected institution could benefit from additional resources from responding institutions proceeding or following an incident thereby maximizing the welfare of animals in regards to an incident and minimizing the loss of life and animal suffering that might occur from an incident through a coordinated, effective and safe response. The named institutions are members of the Illinois Zoo Association and entered into the MOU on March 15, 2021 by and between:

- **Cosley Zoo** – located at 1356 N. Gary Avenue, Wheaton, IL 60187
- **Miller Park Zoo** – located at 1020 S. Morris Avenue, Bloomington, IL 61701
- **Peoria Zoo** – located at 2320 N. Prospect Road, Peoria, IL 61603
- **Scovill Zoo** – located at 71 South Country Club Road, Decatur, IL 62521.

The four zoos will now be referred to collectively as “Parties.”

1. Mission

The MOU on which the Parties are intending to collaborate has the following intended mission in mind:

To provide aid and resources to a Party or Parties of the MOU during crisis that maximizes the welfare of animals and minimizes suffering or loss of life and does not cause harm or hardship to the giving institutions.

2. Purpose and Scope

The Parties intend for this MOU to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to Requesting and Providing Aid.

3. Objectives

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain through crisis and intend to maintain services and care that meets or exceeds industry standards.

- a) Contact Lists will be compiled and updated yearly. The list will include individual zoo contact names and information along with other pertinent state and national entries.
- b) Equipment availability will be compiled and updated yearly.

4. Responsibilities and Obligations of the Parties

- a) Any Party may decide not to proceed with the MOU for any reason or no reason. A binding commitment with respect to the MOU described below will result only from execution of definitive agreements, subject to the conditions provided below. Notwithstanding the two

preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

- b) The primary responsibility to respond to incidents lies with the affected institution. Assistance will only be provided upon the request or with the consent of the affected institution.

5. Providing Disaster Assistance

- a) In preparation of or in response to an incident the affected institution may contact other Parties to request disaster assistance. Other Parties may volunteer Disaster aid to the affected institution.
- b) The affected institution will specify the scope and type of disaster assistance required. If assessment is not practical the affected and responding institutions may jointly assess and decide upon the scope and type of disaster assistance required.
- c) Disaster assistance will only be deployed at the request of, or consent of, the affected institution. The affected institution will exercise the overall direction, control and supervision of the disaster assistance within its institution.
- d) Should a governmental organization take over the overall direction, control and supervision of the disaster assistance at the affected institution, the responding Parties will adhere to the direction, control and supervision of such governmental organization.

6. Disaster Assistance risk and cost.

- a) Each Party acknowledges that the disaster assistance contemplated under this MOU involves a high risk or injury to responding institutions. Any disaster assistance provided by any Party will be at the sole risk of that responding institution.
- b) Each Party hereby waives and releases each other institution, and the other Institutional parties from all damages, losses, injuries, liabilities, claims, demands, and causes of action in each case suffered by the institution arising out of or in connection with the institution provision of disaster assistance to the affected institution, except if the same is caused by gross negligence or reckless misconduct of the affected institution.
- c) Any disaster assistance provided will be at the sole cost of the responding institution, unless the responding institution obtains the written agreement of the affected institution to bear all or part of the cost of assistance.
- d) Any equipment or property purchased by the responding institution to be used in disaster assistance will remain the property of the responding institution unless the responding institution and affected institution agree in writing regarding ownership.
- e) All compensation and benefits relating to employees of the responding institution engaging in efforts to provide disaster assistance to an affected institution will be the responsibility of the responding institution.

7. Insurance

Each institution will carry and maintain, at its sole cost and expense, Workers' Compensation and Disability Insurance in an amount not less than the applicable statutory limits and Employer's Liability Insurance.

#### 8. Post disaster assistance follow-up.

Following an incident where assistance was rendered, the affected and responding institutions are encouraged to discuss and analyze the success, challenges, areas for improvement, and provide a response summary.

#### 9. Terms of Understanding

The term of this MOU shall be for a period of three years from the effective date and maybe extended upon written mutual agreement of all Parties.

#### 10. Confidentiality

Except to the extent required by applicable law or order from a court of competent jurisdiction, the Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors, and employees of any Party or their governing body who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

#### 11. Legal Compliance

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations what govern their activities. Nothing in the MOU is intended to negate or otherwise render ineffective any such provision or operating procedures. The Parties assume full responsibility for their performance under the terms of this MOU.

If at any time any of the Parties are unable to perform their duties or responsibilities under this MOU consistent with such Party statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Parties to establish a date for resolution of the matter.

#### 12. Limitation of Liability

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

#### 13. Notice

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

#### 14. Governing Law

This MOU shall be governed by and constructed in accordance with the laws of the State of Illinois.

#### 15. Amendment of MOU

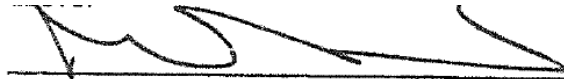
This MOU may only be amended in writing. The amendment will be discussed at the yearly Illinois Zoo Association Meeting or electronically through email. All signing institutions will need to be in agreement for amendments made to the MOU.

16. Custodian of MOU Documents: Scovill Zoo and Cosley Zoo will serve as the custodian of the executed MOU, amendments, and any revocations.

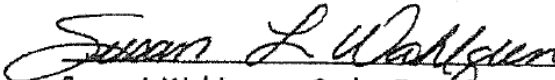
17. Authorization and Execution

The signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

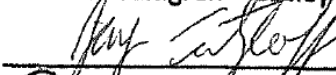
The agreement shall be signed by Sue Wahlgren (Cosley Zoo), Jay Tetzloff (Miller Park Zoo), Yvonne Strode (Peoria Zoo), and Ken Frye (Scovill Zoo) and shall be effective as of the date first written above.

  
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Michael Benard – Wheaton Park District Executive Director


8/19/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Susan L. Wahlgren – Cosley Zoo Director

8/5/21  
\_\_\_\_\_  
Date

  
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Jay Tetzloff - Miller Park Zoo Superintendent

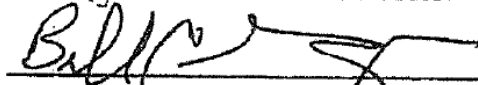
19 Aug 21  
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Date

  
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Emily G. Cahill – Peoria Park District Executive Director

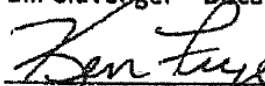
8/4/21  
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Date

  
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Yvonne Strode – Peoria Zoo Director

8/4/21  
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Date

  
\_\_\_\_\_  
Bill Clevenger – Decatur Park District Executive Director

8/5/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ken Frye – Scovill Zoo Director

8/5/21  
\_\_\_\_\_  
Date