**AGREEMENT FOR CONSULTING SERVICES**
**Fundraising Counsel and Implementation Services**

**THIS AGREEMENT FOR CONSULTING SERVICES** ("Agreement") is made this 31st day of December, 2023, by and between the Cosley Foundation, Inc., an Illinois not-for-profit corporation, with its principal place of business at 102 East Wesley Street, Wheaton, IL 60187 ("Foundation"), and Mousseau Consulting Group, LLC, an Illinois limited liability company, with its principal place of business at [redacted] ("Consultant"). Foundation and Consultant are hereinafter sometimes individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

WHEREAS, the Foundation desires Consultant to perform certain services (the "Services") for the Foundation in connection with the Cosley Zoo's ("Cosley Zoo") fundraising and major donor relationships (the "Project"), as detailed in this Agreement; and

WHEREAS, the Foundation wishes to retain Consultant and Consultant wishes to provide the services to the Foundation described hereunder based on the terms and conditions set forth in this Agreement.

**WITNESSETH**

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Foundation and Consultant agree as follows:

1. Consulting Services. The Foundation hereby hires Consultant and Consultant hereby agrees to provide Services (as hereinafter defined), upon and subject to the terms and conditions set forth in this Agreement.

2. Services. Services ("Services") shall mean and include the following:

a. Strategically Maximize Annual Giving & Major Donor Relationships. Consultant shall, in conjunction with Cosley Zoo and Wheaton Park District staff teams, cultivate, solicit, and steward major donors to support Cosley Zoo's mission, approved programming, and capital projects aligned with donor interest through active fundraising to engage major donors to continue to be a priority focus on securing $365,000 in gifts and pledges by the end of 2024. This goal includes an effort to secure funding for the new education center that is proposed to replace the Taylor Barn and fundraising opportunities for other new capital projects and/or programmatic initiatives that result from Cosley Zoo's 2023 strategic plan.

b. Maximize Annual Giving. Consultant will, in conjunction with Cosley Zoo and

Wheaton Park District staff teams, develop the 2024 fundraising calendar to maximize donor engagement through appeals, events and communications. Consultant will provide bi-weekly counsel to the Foundation's Annual Giving & Events Manager and Wheaton Park District Director of Marketing on the ongoing efforts to increase annual giving support through appeals and other outreach. $92,000 in unrestricted fundraising associated with annual appeals and outreach to Wildlife Champions, other donors, and prospects is targeted.

c. Grow Wildlife Champions Society Donor Base. Consultant will, in conjunction with Cosley Zoo and Wheaton Park District staff teams, work to increase existing donors' support to join the Wildlife Champions Society ($1,000 and higher gifts annually) and renew 2023 members.

d. Expand Donor Engagement - Cultivation & Stewardship. Consultant will work with Wheaton Park District and Cosley Zoo staff to identify opportunities to generate greater community awareness about Cosley Zoo and to raise its profile as a philanthropic priority in DuPage County. Consultant will offer strategic advice on opportunities that would support fundraising efforts through greater awareness, such as: (i) key messaging about the importance of Cosley Zoo to the community, the need to continue to improve Cosley Zoo, the importance of animal conservation, and the key role Cosley Zoo plays in the education of DuPage County's citizens; (ii) zoo events; and (iii) county-wide networking opportunities for Consultant, Foundation Board members, Cosley Zoo's Director, and other zoo staff to connect with community leaders and donor prospects. Consultant's role will be focused on setting the strategy, actively building the relationships, and making the asks, including supporting the Cosley Foundation in developing a new gala event in 2024. The Cosley Zoo/Foundation staff will coordinate the creation of materials and to manage the mail/email communications.

e. Board Development. Through donor cultivation outreach, Consultant will bring suggestions forward on new potential board members for the Cosley Foundation, as well as potential committee members. Consultant will serve as a resource and support for the Cosley Foundation Board, advising on board development opportunities and providing other as-needed counsel.

f. Fundraising Targets. Fundraising target for 2024 is $457,000 with the following components (the Parties acknowledge and agree that the targets listed below are targets only and there is no guarantee or obligation of Consultant to obtain the targeted results):

(1) Securing $365,000 from major donor solicitations ($10,000 or more) for Cosley Zoo's capital and programmatic needs, as outlined in Section 2.a. above;

(2) Growing 2023's annual giving fundraising totals through three major appeals (spring, calendar year-end, and LYBUNT) and personal outreach – approximately $92,000, as outlined in Section 2.b. above; and

(3) Growing the number of Wildlife Champions Society members ($1,000+/calendar year) through personal outreach and events – with a goal of securing approximately 65 total

members by year-end, as outlined in Section 2.c. above.

g. Geographic Scope. The scope of the Services will focus the geographical region of the United States, primarily in the state of Illinois.

h. Compliance. Consultant agrees to comply at all times with all provisions of the Illinois Solicitation for Charity Act. Consultant shall at no time during the term of this Agreement have custody or control of any contributions to the Foundation. The Foundation shall approve the content and volume of any solicitation.

3. Performance of Work. Consultant agrees to perform faithfully, industriously, and to the best of Consultant's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry professionals engaged in similar services, all the Services or as otherwise required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Foundation. Consultant shall perform all its duties hereunder according to the Foundation's requirements and procedures and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

Catherine Mousseau shall serve as Senior Development Officer to Cosley Zoo and shall perform all the Services provided for hereunder.

4. Payment for Services.

a. The Foundation agrees to compensate Consultant for providing the Services in the total not-to-exceed amount of One Hundred Fifteen Thousand Two Hundred and 00/100 Dollars ($115,200.00) ("Consultant's Fee"). The Consultant's Fee is based upon 137.5 consulting days (12.5/month or approximately 25 hours/week) over the term of the Agreement, with a daily fee of $768.00).

b. Consultant shall invoice the Foundation on the 15th of each month commencing with February 15, 2024, for all Services provided by the Consultant to the Foundation for the preceding month. Invoices are due upon receipt. Invoices shall be directed to the email address provided by the Foundation.

5. Reimbursable Expenses. Consultant's Fee shall include an additional sum sufficient to compensate Consultant for reasonable out-of-pocket expenses actually incurred by Consultant in providing the Services contemplated by this Agreement which shall not exceed Three Thousand and 00/100 Dollars ($3,000.00) annually (collectively, "Reimbursable Expenses"). Consultant shall not be entitled to any additional payment for expenses except upon receipt of prior written approval of the Foundation. Consultant shall invoice the Foundation on the 15th of each month commencing with February 15, 2024, for all incurred Reimbursable Expenses and such invoices shall be due upon receipt.

6. Additional Services. Except for this Agreement, there shall be no other basis for compensation for services or reimbursement for expenses rendered on behalf of the Project by Consultant ("Additional Services") unless otherwise mutually agreed upon by the Parties. In the event Additional Services are required, Consultant shall notify the Foundation regarding the nature and extent of any said Additional Services. For any such Additional Services, the Foundation and Consultant shall agree, in writing, on an appropriate fee. Consultant shall not perform any Additional Services unless approved in writing in advance by the Foundation.

7. Term and Termination. This Agreement shall commence on January 1, 2024, or upon approval by the State of Illinois, whichever is later, and shall terminate on December 31, 2024 (the "Term"). This Agreement may be terminated or suspended by either Party, in whole or in part, for convenience and without cause upon thirty (30) days written notice. In the event of such termination, Consultant will be paid for all completed Services rendered to the date of termination, and upon such payment, all obligations of the Foundation to Consultant under this Agreement shall cease.

8. Foundation Responsibilities. The Foundation agrees to provide all materials and other information necessary to or requested by Consultant, necessary for Consultant to complete the delivery of the Services by Consultant in a timely manner.

9. Designated Representatives. The Foundation hereby designates Michael Benard as the Foundation's representative ("Foundation's Representative") for all matters for the Foundation under this Agreement and with respect to the administration of this Agreement. The Foundation's Representative shall be available to Consultant at all reasonable times for consultation with Consultant. Consultant shall confirm to the Foundation in writing any decision made by the Foundation's Representative. Consultant hereby designates Catherine Mousseau as the Consultant's Representative ("Consultant's Representative") for all matters for Consultant under this Agreement and with respect to the Services to be performed by Consultant for the Foundation. Consultant's Representative shall be available to the Foundation at all reasonable times for consultation with the Foundation's Representative. The Foundation may conclusively rely on the decisions made by Consultant's Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.

10. Ownership of Instruments of Service. Any and all documents, including but not limited to, any plans, notes, analysis, computer-aided designs (CAD documents) in electronic format, and any other documents prepared by Consultant in any format in the performance of its Services under this Agreement ("Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the Foundation. The Foundation retains exclusive property rights including all common law, statutory, federal, and other reserved rights in the Instruments of Services, including copyrights.

11. Insurance. Consultant shall obtain and maintain:

a. Professional liability insurance with a limit of not less than $1,000,000 for each wrongful act arising out of the performance or failure to perform professional services and $1,000,000 aggregate.

b. If and as applicable, business auto insurance with a limit of not less than $1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Prior to beginning the Services, the Consultant shall furnish the Foundation with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of the Foundation to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Foundation to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at the Foundation's option.

14. Indemnification.

Indemnification, Defense and Hold Harmless.

a. To the fullest extent permitted by law, Consultant, its officers, directors, employees, volunteers and agents shall defend, indemnify and hold harmless (i) the Foundation and its officials, officers, employees, volunteers and agents ("Foundation Parties"); and (ii) the Wheaton Park District, and its officials, officers, employees, volunteers and agents (the "Park District Parties") from and against claims, suits, damages, causes of action, judgment, losses, costs and expenses, including reasonable legal fees (attorneys' and paralegals' fees and court costs)("Expenses"), arising out of or resulting from Consultant's and Consultant's subconsultants performance of the Services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) to the extent caused by any wrongful or negligent act or omission of Consultant, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by the Foundation. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Consultant shall similarly protect, indemnify and hold and save harmless: (i) the Foundation and its officials, officers, employees, volunteers and agents; and (ii) the Wheaton Park District, and its officials, officers, employees, volunteers and agents against and from claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of the Consultant's breach of its obligations under, or the Consultant's default of, the provisions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Consultant shall have no obligation to defend, indemnify and hold harmless the Foundation Parties, the Park District Parties, or any other party for Expenses associated with any claim or suit currently or

subsequently filed against the Foundation, Cosley Zoo, the Wheaton Park District, or any of the Foundation Parties or the Park District Parties related, directly or indirectly to the parking expansion plans, other capital projects of the Master Facility Plan, or other capital improvements for the Cosley Zoo (the "Zoo Renewal Plans"), except to the extent caused in whole or in part by any wrongful act or negligence of Consultant.

b. Foundation shall defend, indemnify and hold harmless Consultant, it's owners, directors, officers and employees, including, without limitation, Catherine Mousseau and her spouse, from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the "Zoo Renewal Plans," or (ii) any act, omission, wrongful act or negligence of Foundation or any of Foundation's officials, officers, agents, or employees. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Notwithstanding the foregoing, Foundation's obligations to defend, indemnify and hold harmless shall not extent to any wrongful act or negligence of Consultant.

c. Notwithstanding anything to the contrary contained in this Agreement, the provisions of Section 12 of this Agreement shall survive the term and termination of this Agreement.

13. Independent Contractor. The relationship between Consultant and the Foundation is that of an independent contractor. Consultant shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. Consultant shall not be deemed to be, nor shall it represent itself as employees, partners, or joint venturers of the Foundation. Consultant is not entitled to workers' compensation benefits or other employee benefits from the Foundation and is obligated to directly pay federal and state income tax on money earned under this Agreement.

14. No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

15. Laws, Permits, Approvals and Licenses. Consultant shall comply with all applicable codes, laws, ordinances, rules, and regulations of the City of Wheaton, DuPage County, the State of Illinois, and the Federal Government. Consultant shall, at its sole cost and obligation, be responsible for obtaining all permits and licenses required to perform its duties under this Agreement.

16. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court

of DuPage County, Illinois. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

17. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of either Party to enforce the provisions of this Agreement, or to require performance by the other Party of any of the provisions this Agreement, shall not be construed as a waiver of such provisions or affect the right of that Party to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

18. Non-Assignment. This Agreement is non-assignable in whole or in part by Consultant and any assignment shall be void without prior written consent of the Foundation.

19. Entire Agreement. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding.

20. Amendment. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.

21. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit, or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

22. Notice. All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by email, or deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to Foundation:
Cosley Foundation, Inc.
Attn: Michael Benard
102 East Wesley Street
Wheaton, IL 60187
Email: mbenard@wheatonparks.org

If to Consultant:
Mousseau Consulting Group LLC
Attn: Catherine Mousseau, President
[redacted]
Email: casmousseau@gmail.com

23. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph, or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed

severable and the Agreement may be enforced with such provision severed or as modified by such court.

24. Conflict of Interest. Consultant represents and certifies that, to the best of its knowledge, (1) no Foundation employee or agent is interested in the business of Consultant or this Agreement; (2) as of the date of this Agreement neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

25. Non-Discrimination. In all hiring or employment by Consultant pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. Consultant agrees that no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

**COSLEY FOUNDATION, INC.**

By: _____

Title: President of Cosley Foundation

By: _____
Michael J. Bernard

Title: Secretary

**MOUSSEAU CONSULTING GROUP, LLC**

By: _____

Title: President