

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is made this 23rd day of May , 2024, 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 Susan Wahlgren with the principal place of business at 21585 Oak Lane, Maple Park, IL 60151 (“Consultant”). Foundation and Consultant are hereinafter sometimes referred to as a “Party” and collectively “Parties”.

RECITALS

WHEREAS, the Foundation desires Susan Wahlgren to perform certain services (the “Services”) for the Foundation in support of Cosley Zoo’s (“Cosley Zoo”) continued successful operation, 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 the Consultant agree as follows:

1. Consulting Services. The Foundation hereby hires Consultant and Consultant hereby agrees to provide the Services, upon and subject to the terms and conditions set forth in the Contract Documents.
2. Services. Services shall mean and include the following:
 - a) Operational Support. Consultant will provide operational support to facilitate the transition to a new Zoo Director for the period of one year (June 1, 2025 -May 31, 2026). Consultant will be available to key stakeholders including Zoo leadership, Wheaton Park District leadership, Cosley Foundation board, and Senior Development Officer, as well as major supporters.
 - b) Leadership Support. Consultant will provide scheduled phone calls with the incoming Zoo Director to assist them with the transition to their new position as long as desired and beneficial.

3. Contract Documents. The Contract Documents consist of this Agreement between the Foundation and the Consultant, any addenda issued prior to the execution of this Agreement, and any modifications made in writing and signed by the Parties after the execution of this Agreement (collectively, "Contract Documents"). All the terms, conditions and specifications contained in the Contract Documents are incorporated herein. In the event of any inconsistency, ambiguity, conflict, discrepancy, or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications and b) this Agreement.

4. Deliverables and Term. The Consultant shall provide the Services in accordance with the Contract Documents. The term of this Agreement shall commence June 1, 2025 and shall terminate May 31, 2026, unless terminated early pursuant to Section 12 below. Time is of the essence in this Agreement. The term can be extended by mutual agreement of the parties.

5. Performance of Work. The Consultant agrees to perform faithfully, industriously, and to the best of the 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 duties described in the Contract Documents or as otherwise required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Foundation. The 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. The Foundation shall be the sole judge of whether the Consultant's duties are performed satisfactorily.

6. Payment for Services.

a. The Foundation agrees to compensate the Consultant for providing the Services in the amount of One Hundred Fifty and 00/100 Dollars (\$150.00) per hour worked, which time shall be tracked and billed in quarter hour increments ("Consultant's Fee"). Total Compensation shall not exceed \$25,000.

b. The Consultant shall invoice the Foundation on a monthly basis for all Services provided by the Consultant to the Foundation for the preceding month.

c. Prior to final payment to Consultant, the following conditions shall be fulfilled by Consultant:

i. Consultant shall have made, or caused to have been made, all corrections and completion in the Consultant's Services which are required to remedy any defects therein or obtain compliance with this Agreement. Consultant shall, if required by the Foundation, deliver a certificate to the Foundation certifying such matters as the Foundation may reasonably require.

ii. Consultant shall have delivered to the Foundation all deliverables required by this Agreement.

7. 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.

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

9. Designated Representatives. The Foundation hereby designates the Cosley Foundation President 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 the Consultant at all reasonable times for consultation with the Consultant. The Consultant shall confirm to the Foundation in writing any decision made by the Foundation's Representative. The Consultant hereby designates Susan Wahlgren as the Consultant's Representative ("Consultant's Representative") for all matters for the Consultant under this Agreement and with respect to the Services to be performed by the Consultant for the Foundation. The 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 the 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 the 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. Other Consultants. Foundation reserves the right to let other contracts for professional services in connection with the Project. Consultant shall cooperate fully with any other consultants retained by Foundation and shall properly coordinate the Services with those services provided by other consultants.

12. Termination. This Agreement may be terminated or suspended by either Party, in whole or in part, for convenience and without cause upon thirty (30) days prior written notice. In the event of such termination, the Consultant will be paid for all approved Services rendered to the date of termination, and upon such payment, all obligations of the Foundation to the Consultant under this Agreement shall cease. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the Foundation all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

The Foundation shall have the right to terminate this Agreement immediately and without notice upon the Consultant's default of its obligations hereunder or its violation of any federal or state laws, or local regulations or ordinances. Upon termination due to the Consultant's breach of this Agreement, the Consultant shall pay the Foundation all reasonable costs incurred by the Foundation due to said breach. In the event of such termination, payment to the Consultant of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by the Consultant against the Foundation under this Agreement, and acceptance of sums paid by the Consultant shall constitute a waiver of any and all claims that may be asserted by the Consultant against the Foundation. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the Foundation all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

13. Intentionally omitted

14. Indemnification.

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; and (ii) the Wheaton Park District, and its officials, officers, employees, volunteers and agents 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), 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.

b. Foundation shall defend, indemnify and hold harmless Consultant 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 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.

15. No Liability. The Foundation shall not be responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation the Consultant's employees, or for any damage to, destruction, theft or misappropriation of any property, relating to the Consultant's Services and obligations under this Agreement. The Foundation shall not be liable for acts or omissions of the Consultant or any of the Consultant's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of the Consultant.

16. Independent Contractor. The relationship between the Consultant and the Foundation is that of an independent contractor. The Consultant shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. The Consultant shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Foundation. The 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.

17. 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.

18. Laws, Permits, Approvals and Licenses. The 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. The Consultant shall, at its sole cost and obligation, be responsible for obtaining all permits and licenses required to perform its duties under this Agreement.

19. 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.

20. 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.

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

22. 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.

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

24. 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.

25. 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:

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| <u>If to Foundation:</u> | Cosley Foundation, Inc. Attn: President 102 East Wesley Street Wheaton ,Il 60187 Email: |
| <u>If to Consultant:</u> | Susan Wahlgren Attn: Susan Wahlgren 21585 Oak Lane Maple Park, IL 60151 Email: slwahlgren@gmail.com |

26. 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

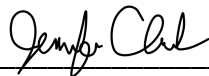
provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

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

28. Non-Discrimination. In all hiring or employment by the 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. The 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.

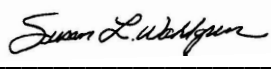
IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

COSLEY FOUNDATION, INC.

By: 

Title: President, Cosley Foundation Board

Susan Wahlgren

By: 

Title: Consultant