



820600

Office Memorandum

DEPARTMENT

MINNE OTA ZOO

то

Chair, State Division, House Appropriations Comm.

DATE:

March 25, 1982

Chair, State Division, Senate Finance Committee

FROM

Edward Kohn, General Director

PHONE:

432-9010 x300

SUBJECT:

JOINT POSITION STATEMENT RE COOPERATIVE PROGRAMS FOR MZG/COMO ZOO

Pursuant to 1981 Laws, Chapter 356, section 26, the attached joint position statement is submitted, signed by the City of St. Paul, Como Zoological Society, and the Minnesota Zoological Board.

gd

Attachment

cc: Zona De Witt, Legislative Reference Library City of St. Paul Como Zoological Society

AGREEMENT

THIS AGREEMENT, made and entered into this day of Mould day of Mould leave the Minnesota Zoological Board (Board) and the City of Saint Paul (City) and the Como Zoological Society (Society).

WITNESSETH:

WHEREAS, the Minnesota Legislature directed that the Board, City and Society submit a joint statement regarding cooperative programs by the Minnesota Zoological Garden and Como Zoo by January 1, 1982, and

WHEREAS, the Board, City and Society desire to formally adopt a position statement covering aspects of cooperative programs between the two zoos so as to maximize public benefit from the investment of public funds; and

WHEREAS, such cooperative programs are in the best interest of each institution, its visitors and animals; and

WHEREAS, it was also recommended by the Metropolitan Council on September 19, 1978, that this Agreement include: identifying duplicative exhibits, breeding or research programs, health care, management practices, possible joint effort for animal exhibit exchange and "outreach programs," and setting out a process for continued cooperation and coordination.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1.

FORMATION AND COMPOSITION OF JOINT PLANNING AND COORDINATING COMMITTEE

1.1 <u>Formation</u> - The parties hereby establish a Joint Planning and Coordinating Committee to accomplish the limited purposes set forth herein. The composition

and membership of the Joint Planning and Coordinating Committee shall be upon the terms and conditions set forth in the Agreement.

1.2 <u>Representation; Written Designation</u> - To serve on the Joint Planning and Coordinating Committee,

The Zoo Board shall designate in writing three of its officers, principal or other employees;

The City and the Society shall jointly delegate in writing three of their officers, principals or other employees;

The Principal Representatives of the parties shall include the Zoo Director of each Zoo, the President of the Society, or their designees.

1.3 <u>Term</u> - The Principal Representatives shall not have a fixed term and shall serve at the discretion of the designating party. Changes in representative shall be by notice in writing served upon the other parties.

ARTICLE 2.

PROCEDURES OF

JOINT PLANNING AND COORDINATING COMMITTEE

- 2.1 Quorum Three Principal Representatives shall constitute a quorum if all three parties are represented.
- 2.2 <u>Meetings</u> Regular meetings of the Joint Planning and Coordinating Committee shall be held at intervals established by the Committee, but not less than semiannually. Special meetings may be called at a time and place mutually agreed upon by all Principal Representatives on the Committee. All pertinent matters and materials to be discussed at regular or special meetings shall be specified in a written agenda that will be provided to all Committee Members prior to the

time of the meeting. All actions and recommendations of the committee shall be recorded.

2.3 <u>Rules and Regulations</u> - The Committee may prescribe and promulgate, modify and amend, such rules and regulations as it deems necessary or expedient to carry out its duties and responsibilities. Any rules and regulations prescribed and promulgated by the Committee or proposed modifications and amendments to them shall take affect when approved by the Principal Representatives of all three parties.

ARTICLE 3.

JOINT PLANNING AND COORDINATING COMMITTEE PURPOSES, POWERS, DUTIES AND RESPONSIBILITIES

- 3.1 <u>Purposes</u> The purposes of the Joint Planning and Coordinating Committee shall be limited to development of cooperative policies for the Minnesota Zoological Garden (MZG) and Como Zoo.
- 3.2 <u>Powers</u> The powers of the committee shall include all activities reasonable and necessary to carry out the purposes of the Agreement. They shall include but are not limited to: preparation of studies, plans and recommendations concerning the coordinated activities of the MZG and Como Zoo and, where authorized by the parties, authority to implement such plans.
- 3.3 <u>Procedures for Amending This Agreement</u> The Joint Planning and Coordinating Committee may recommend modifications of the cooperative statements contained herein and promulgate those changes after review and approval by the City and the respective Zoo Boards.

ARTICLE 4.

TERMINATION OF AGREEMENT: DISSOLUTION OF JOINT PLANNING AND COORDINATING COMMITTEE

- 4.1 <u>Termination of Agreement</u> This Agreement may be terminated by any party upon written notice, stating the reason of such termination, to the other parties with copies submitted to the Legislature and to the Metropolitan Council.
- 4.2 <u>Dissolution of Committee</u> The Joint Planning and Coordinating Committee shall be dissolved under either of the following conditions:
 - 1) Written agreement of the Board, City and Society; or
 - 2) Termination of the Agreement, as per 4.1 above.

ARTICLE 5.

ADOPTED COOPERATIVE PROGRAM

- 5.1 <u>Need</u> The Metropolitan Council and the State Legislature have stipulated that an Agreement be approved by the Board, City and the Society covering all aspects of cooperative programs. The MZG and Como Zoo, in light of the proximity and the common capital source, have a responsibility to maximize public benefit from the investment of State capital improvement funds. This cooperation is also in the best interests of each institution's visitors, animals, and programs.
- 5.2 <u>Purpose</u> It is recognized by all parties that the Como Zoo and MZG serve somewhat different needs through different methods. The MZG presents an animal and horticultural collection within a zoogeographic framework in relationships, behaviors, and settings that are natural. MZG's emphasis is on the combined education, recreation, conservation and research use of these

resources. Como Zoo will continue to serve as a major regional educational and recreational resource facility in a large core city park; it emphasizes close, intimate views of zoo animals and interpretive exhibits.

5.3 Areas of Program Cooperation

- 1) Exchange of Information and Professional Expertise Every effort shall be made by the MZG and Como Zoo to share information and professional expertise, and share resources wherever practicable. Such cooperation shall include but not be limited to the following areas:
 - a) Facilities and Business Management Practices
 - b) Exhibit Design and Graphics
 - c) Animal Management
 - d) Animal Health
 - e) Educational Programs
 - f) Promotions and Marketing
 - g) Volunteer Services
- 2) <u>Species Information</u> Long term cooperation in animal breeding strategies is very desirable for both zoos. To facilitate genetic collaboration, the MZG and Como Zoo should adopt common practices in the recording and reporting of life history data on the respective collections.
- 3) <u>Mutual Cooperation between Zoo Related Groups</u> The various organizations which support the MZG and Como Zoo should be encouraged to coordinate promotional programs, cooperative publications and professional exchanges between their members.
- 4) Coordination of Exhibits The coordination of exhibits shall be based

on the then current Como Zoo Master Plan and the Minnesota Zoo Capital Completion Plan. Completion plans for the two zoos should be reviewed on an exhibit by exhibit basis.

It is understood that some duplication of exhibits is appropriate. Exhibits shall be evaluated using the following criteria. Exhibit species duplication may be justified in these instances:

- a) Duplication as a condition of thematic, programatic or historical commitment;
- b) Duplication as a condition of long-term breeding collaboration;
- c) Duplication as a condition of conservation education.

A degree of design generality should be sought to permit species changes when and if goals change.

- 5) <u>Capital Development</u> The methods for cooperation between the MZG and Como Zoo on capital development shall include but not be limited to:
 - a) <u>Capital Updates</u> Updated capital development plans shall be shared no less than annually, including Species composition;
 - b) <u>Early Participation</u> During development of new exhibits, planning review and consultation between the two zoos should be sought at various stages including but not limited to programming, schematic, and review of construction documents.
- 6) <u>Accreditation Goals</u> Institutional accreditation by the American Association of Zoological Parks and Aquariums shall be a goal for both zoos.
- 5.4 <u>Cooperative Programs with other Public Zoos in Minnesota</u> The public zoos in Minnesota can benefit from a cooperative working relationship in support of improved zoo services. Areas of cooperation over the full range of zoo programs

including husbandry and exhibition, education and outreach, facilities and business management, and volunteer services should be encouraged. The MZG and the Como Zoo will each participate fully in the establishment and maintenance of cooperative relationships of publicly supported zoos in Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

MINNESOTA ZOOLOGICAL BOARD	CLTY OF SAINT PAUL
By Caluar Kohn	By Llorge Latine
Its Cereculus Secretary	ItsMAYOR
	POthers 1 KM
APPROVED as to form and execution by the ATTORNEY GENERAL:	Director, Dept. of Community Services
2°0 0550 11	Director, Dept. of Finance &
Spec. and alty Heal	Management Services
	COMO ZOOLOGICAL SOCIETY
	By Sheir S
	Its Passident
	AAAAAUTA AA 30 FADU
	APPROVED AS TO FORM:
	Saul III Closky
	Assistant City Attorney