Overview

Audubon Nature Institute Board

This Board oversees the Audubon Nature Institute, the 501(c)3 not-for-profit corporation currently managing the day to day operations for all of the Commission’s facilities through a management contract between the Board and the Audubon Commission. All employees work for the Audubon Nature Institute, Inc. Elected by the 30,000 membership households of Audubon Nature Institute, at least 75% of the Institute’s 32 Board members live in Orleans Parish and at least 25% of them are minorities. Members are elected for no more than two consecutive four-year terms. Funds generated by the Institute’s operations and fund raising efforts are administered by the Institute. Certified audited statements of the Audubon Nature Institute are provided to the Audubon Commission on an annual basis.
Introduction

Innovation is second nature at Audubon Nature Institute.

As one of the first to adopt a non-profit model for self-generated operating funds, Audubon Nature Institute proved how successful that business model could be, setting a standard followed by zoos across the country to this day. Audubon drove the campaign to renovate the New Orleans riverfront, opening up previously neglected property and creating public spaces cherished by locals and visitors alike. Today Audubon champions the idea of family tourism in New Orleans, traditionally considered an adults-only destination, with a group of highly-regarded public attractions where families spend time together and learn about nature. Through award-winning conservation programs, Audubon helps save species, supporting both in-situ endeavors and captive breeding programs for many animals. Audubon Nature Institute is a success story made possible by imaginative leadership, generous community partnerships, talented staff and the devoted support of donors, members and guests.

Purpose of Manual

The purpose of this manual is to provide you with the mission and goals of Audubon Nature Institute and to set forth the basic responsibilities for members of the Audubon Nature Institute Board.

Job Description and Expectations

As a member of the board of Audubon Nature Institute, you should attend and participate in meetings on a regular basis, attend standing committee meetings that you may be assigned to and appear at our Audubon special events as you are able. You represent Audubon to the community at-large, and we hope you will be an advocate for Audubon Nature Institute’s mission and programs, and also be alert to community concerns so we can address them. Please familiarize yourself with Audubon’s policies and the annual budget and financial statements so that you may act as prudent financial stewards. We also count on you to act in good faith for the best interest of Audubon by: taking reasonable care when you make decisions on behalf of Audubon, not using information gained through your position for personal gain, and remaining faithful to helping us achieve Audubon’s mission.

By serving as a board member, you have the opportunity to contribute your talent, expertise and dedication to a worthy cause – Celebrating the Wonders of Nature. As with other non-profit boards, Audubon encourages each board member to become a member of Audubon Nature Institute and to be involved with Audubon’s fundraising efforts by making a personal financial contribution in a manner commensurate with your ability and by assisting with introductions to potential funders. Your participation with Audubon Nature Institute is much appreciated, and we hope to work together to make the experience meaningful and enjoyable for you. Thank you for your service!
AUDUBON NATURE INSTITUTE BOARD

2020 Officers
Poco Sloss  Chairman
Willard Dumas  1st Vice Chair
Mark C. Romig  2nd Vice Chair
Vincent Palumbo  Recording Secretary
Bart Farris  Corresponding Secretary
Leslie Gottsegen  Treasurer
Wilmer Jacobs  Parliamentarian
Christopher Bardell  Immediate Past Chair

Members
Leah Brown
Caroline Calhoun
Hunter Cazes
Henry L. Coaxum, Jr.
Angus Cooper
Ludovico Feoli
Deirdre O. Hooper, MD
Joseph A. Jaeger, Jr.
Steve Kupperman
Dennis Lauscha
Anne Long
Nolan Marshall
Quentin Messer
Peter Moss
John Nickens
Steve Perry
Ransdell Prieur
Julie Quinn
Nathalie Simon
Cleveland Spears
Susu Stall
Bernard Vanderlinden
Thomas D. Westfeldt
Qiana Wiggins

Updated as of January 2020
## AUDUBON NATURE INSTITUTE BOARD TERMS

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<tr>
<th>Term Expires</th>
<th>Name</th>
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*indicates two consecutive four year terms have been served

**Chair or 1\textsuperscript{st} Vice Chair may be appointed to a third consecutive term
### AUDUBON NATURE INSTITUTE BOARD COMMITTEES

<table>
<thead>
<tr>
<th>Committee</th>
<th>Chair</th>
<th>Vice Chair</th>
<th>Immediate Past Chair</th>
<th>Treasurer</th>
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<tr>
<td><strong>Executive</strong></td>
<td>Bardell, Chair</td>
<td>Dumas</td>
<td>Farris</td>
<td>Jaeger</td>
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<tr>
<td><strong>Finance</strong></td>
<td>Palumbo, Chair</td>
<td>Bardell</td>
<td>Jaeger</td>
<td>Messer</td>
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<td><strong>Legal</strong></td>
<td>Le Clercq, Chair</td>
<td>Kupperman</td>
<td>Charpentier</td>
<td>Colhoun</td>
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<td><strong>Nominating</strong></td>
<td>Gottsegen, Chair</td>
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<td>Perry</td>
<td>Spears</td>
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<td><strong>Marketing</strong></td>
<td>Romig, Chair</td>
<td>Brown</td>
<td>Perry</td>
<td>Spears</td>
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<tr>
<td><strong>Planning</strong></td>
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<td>Bardell</td>
<td>Sloss</td>
<td>Jaeger</td>
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<tr>
<td><strong>Governance/Audit</strong></td>
<td>Sloss, Chair</td>
<td>Westfeldt</td>
<td>Long</td>
<td>Hooper</td>
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<td><strong>Audubon Grounds</strong></td>
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<td>Coaxum</td>
<td>Jaeger</td>
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<td><strong>Construction</strong></td>
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<td><strong>Community Relations</strong></td>
<td>Bardell, Chair</td>
<td>Charpentier</td>
<td>Jacobs</td>
<td>Le Clercq</td>
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<tr>
<td><strong>Compensation/457(f)</strong></td>
<td>Chairman, Chair</td>
<td>1st Vice Chair</td>
<td>Immediate Past Chair</td>
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Located in Jefferson Parish until 1870 when the boundary of New Orleans was extended, Audubon Park boasts a colorful and varied past. Etienne Bore, the first mayor of New Orleans, owned a small plantation contained within the boundaries of today's Audubon Park. It was here in 1795 that sugar was commercially granulated for the first time successfully.

Bore's plantation was combined with others and became known as the Foucher Plantation. In 1837 Louis Foucher developed a racetrack on the plantation that he had inherited. Eventually, Foucher gave up trying to attract people to this suburban tract of land and moved his family to France. In 1861, the Confederate Army turned the abandoned plantation into Camp Lewis, a military encampment. A year later, the Union Army took over the camp to quarter its troops and set up a medical facility, Sedgwick Hospital.

Following his death in 1869, Foucher's heirs in France put the plantation up for sale. By 1871, two speculators, Robert Bloomer and Malek Southworth, had purchased the tract for $600,000 and immediately convinced a park commission set up by State Legislature to buy it for $800,000. Intended to serve as a park and a site for a new statehouse, the public outcry over the $200,000 scheme resulted in the abolishment of the park commission.

Upper City Park, as the Foucher land became known, languished without regular city or state appropriations. By the early 1880's, a group of local businessmen began campaigning for a world's fair on the site to celebrate the one hundredth anniversary of the first shipment of cotton from the U.S. Open for six months, the 1884 World's Industrial and Cotton Centennial Exposition attracted only one-quarter of the anticipated four million visitors. The "meteorite" on the Audubon Golf Course is the only remnant of the Cotton Centennial. Another company tried to reopen the fairgrounds but, following a brief run, it also closed.

The New Orleans City Council established a new 24 member park commission in 1886 to maintain the park and neutral grounds of St. Charles Avenue. John Ward Gurley, Jr. and Lewis Johnson, the first and second presidents of the park commission, provided the leadership that brought Audubon Park into prominence. One of the new commission's first actions was to rename the site Audubon Park. Government appropriations still not forthcoming, the commission formed the Audubon Park Improvement Association to collect private funds. A real estate boon hit the area in the 1890's with the arrival of Loyola and Tulane Universities and the development of Audubon Place. An influential vocal lobby materialized on behalf of its neighborhood park. As funding became available, Gurley and Johnson pressed for a master plan by professional landscape architects. The contract was won by John Charles Olmsted who quickly learned that implementing his plan for the park would not be as easy as designing it. The front section of Audubon Park still retains the basic plan which Olmsted developed.

The Audubon Park Commission (APC) was created by State Act in 1914 as an independent agency to oversee the operation of Audubon Park. The Commission is composed of 24 members who are appointed for a term of six years by the Mayor with the consent of the City Council. Effective January 1, 1996, the name was changed to Audubon Commission to reflect the presence of Audubon facilities across the City and not just in Audubon Park.

With the construction of a flight cage in 1916 and the Odenheimer Aquarium in 1924, Audubon Zoo started to take shape just before the Great Depression hit. A $50,000 bequest from Valentine Merz and grants from various New Deal agencies resulted, in 1938, in the opening of a new, improved, and renamed facility, the Merz Zoo. By the 1950's, public interest, support, and the new name for the zoo had all but disappeared.
In the late 1960’s, when Audubon Zoo had reached its nadir, a group of citizens rallied to save it. By 1972 the Friends of the Zoo (FOTZ), a non-profit support organization, had been formed. Working together, the APC and FOTZ convinced voters to pass a millage to support zoo improvements. By the 1980’s, Audubon Zoo was consistently ranked as one of the top five zoos in the country. While funding from the City was rapidly dwindling at this time, the revenues raised by FOTZ and the duties performed by its staff were increasing.

Plans for a world-class aquarium in New Orleans began in the early 1980’s. By 1986, the APC and FOTZ were again successfully convincing voters to approve a tax millage, this one for an aquarium and riverfront park. Woldenberg Riverfront Park opened in 1989 and the Audubon Aquarium of the Americas opened in 1990.

As the responsibilities of FOTZ evolved and grew, the organization itself evolved into the Audubon Institute, Inc. (AI). The AI contracted with the APC for the operation of the zoo, aquarium and parks, thereby consolidating staffs and activities.

In 2001, with the kick-off of a branding campaign, Audubon Institute changed its name to become Audubon Nature Institute. The ANI Board is composed of 32 members elected for a term of four years by the members of the "Friends" organization.


In 1994, the Society for Environmental Education merged into the Audubon Institute, adding the Louisiana Nature Center to the list of Audubon facilities.

The Entergy IMAX Theatre opened in 1995, while phase II of the Aquarium, a changing exhibits gallery, opened in March, 1996.

Audubon Insectarium, located in the U.S. Custom House on Canal Street, opened in 2008.
Facilities

AUDUBON ZOO

6500 Magazine Street
504-861-2537
58 acres

2020 Admission Fees:
Adult $24.95
Sr. Citizen (65+) $19.95
Child (2-12) $19.95

Hours of Operation:
September through February (closed Monday)
10:00 a.m. – 4:00 p.m.
Weekends and March until Memorial Day (closed Monday)
10:00 a.m. – 5:00 p.m.
Weekends and Memorial Day through Labor Day
10:00 a.m. – 5:00 p.m.
Closed: Mardi Gras, Thanksgiving, Christmas

AUDUBON PARK

6500 St. Charles Avenue
400 acres

AUDUBON GOLF COURSE

6501 Magazine Street
18 Holes, Par 62
Pro Shop 504-212-5290
Clubhouse 504-212-5280

Hours of Operation:
Tuesday through Sunday 7:00 a.m. until dusk
Closed: Christmas, Mondays

AUDUBON TEA ROOM

6500 Magazine Street
504-861-5101
Catered events
AUDUBON AQUARIUM OF THE AMERICAS

1 Canal Street
504-565-3033

2020 Admission Fees:
Adult $29.95
Sr. Citizen (65+) $24.95
Child (2-12) $24.95

ENTERGY GIANT SCREEN THEATRE

1 Canal Street
354 seats

Tickets are included with Aquarium Admission

AUDUBON BUTTERFLY GARDEN & INSECTARIUM

423 Canal St.

2020 Admission Fees:
Adult $24.95
Sr. Citizen (65+) $19.95
Child (2-12) $19.95

Hours of Operation for Aquarium, EGST and Butterfly Garden:
Labor Day until Memorial Day
10:00 a.m. – 5:00 p.m.
Labor Day until Memorial Day (closed Monday)
10:00 a.m. – 5:00 p.m.

Closed: Mardi Gras, Thanksgiving, Christmas

WOLDENBERG RIVERFRONT PARK

Mississippi Riverfront
Front porch of the French Quarter
AUDUBON LOUISIANA NATURE CENTER

11000 Lake Forest Boulevard
New Orleans, LA 70127

Walking Trails: open daily, 8:00am - 4:00pm
Exhibit Hall: Wednesday through Sunday, 10:00am - 4:30pm

FREEPORT-McMoRAN AUDUBON SPECIES SURVIVAL CENTER

14001 River Road
504-392-7083
1400 acres

AUDUBON CENTER FOR RESEARCH OF ENDANGERED SPECIES

14001 River Road
504-391-7700
36,000 sq. ft.

AUDUBON WILDERNESS PARK

14001 River Road
126 acres

Open seasonally for spring (February, March, April, May) and fall (September, October, November)
Weekdays: Open to the general public free of charge from 9:30 a.m. to 4:30 p.m.
Weekends: Open to groups for fee-based educational programs only
Saturday - Sunday: By reservation only
AUDUBON NATURE INSTITUTE

Our purpose: Celebrating the Wonders of Nature

Guiding vision: Creating a family of museums and parks dedicated to nature

Mission: Provide a guest experience of outstanding quality

Exhibit the diversity of wildlife

Preserve native Louisiana habitats

Educate our diverse audience about the natural world

Enhance the care and survival of wildlife through research and conservation

Provide opportunities for recreation in natural settings

Operate a financially self-sufficient collection of museums and parks

Weave quality entertainment through the guest experience

Core values: Service. We recognize the importance of each and every guest experience and strive to make each one memorable through genuine hospitality, an attitude of caring and careful training to ensure exceptional customer service.

People. We value the great potential of each individual within the Audubon family. We stimulate initiative and maximize talent through clearly stated goals, professional training and the job support necessary to ensure individual success that exceeds expectations.

Stewardship. We adhere to the highest standards in assuring the well-being of the animals and habitats under our care. Through pace-setting research, conservation and education programs, we work to preserve nature on a local, regional, national and global scale.

Innovation. We enhance and encourage creativity, aggressively seeking to set new standards in all that we do, from new exhibit development to animal breeding programs.
Diversity. We believe in recruiting from a diverse talent pool to build and maintain an extraordinary workforce. Our hiring and promotion practices emphasize ability and potential, eliminating barriers based on race, age, gender, sexual orientation, physical limitations, religion, ethnic background or national origin.

Cooperation. Our growth and development – our every accomplishment – is made possible through a spirit of teamwork that unites our staff, galvanizes our community and ensures attainment of our mission, from educating our diverse audience to enhancing the care and survival of wildlife.

Leadership. We seek to be industry role models and civic leaders, always guided by the highest professional and ethical standards, as well as an entrepreneurial spirit that recognizes selective economic development as a vehicle for advancing environmental education.

Stability: Maintaining economic stability through financial self-sufficiency is paramount as we fuel our operations and strive to fulfill our ambitious vision for the future.

Fun: Our celebrations of life emphasize enjoyment of the world around us. Good humor, optimism and playfulness translate into a healthy workplace and the ideal environment for teaching others about the wonders of life and nature.

Service standards: Smile and be friendly
   Be an ambassador
   Own each guest experience
   Dress appropriately
   Smile over the telephone
   Know emergency procedures
   Make it safe …our most important standard
   Practice resource conservation
   Be aware of Audubon Nature Institute information
   Pick it up! Cleanliness is every employee’s responsibility
   Contribute to a positive work environment
### Audubon Nature Institute Key Staff

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<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ron Forman</td>
<td>President &amp; Chief Executive Officer</td>
<td>861-5119</td>
</tr>
<tr>
<td>Kyle Burks</td>
<td>Executive Vice President &amp; Chief Operating Officer</td>
<td>212-5324</td>
</tr>
<tr>
<td>Tabitha Dorner</td>
<td>Executive Assistant</td>
<td>212-5350</td>
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<tr>
<td>Laurie Conkerton</td>
<td>EVP and Chief Administrative Officer</td>
<td>212-5221</td>
</tr>
<tr>
<td>Rebecca Dietz</td>
<td>EVP of Public Affairs and General Counsel</td>
<td>212-7985</td>
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<tr>
<td>Chimene Grant</td>
<td>VP of Community Affairs</td>
<td>212-5145</td>
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<tr>
<td>Toni Mobley</td>
<td>EVP &amp; Chief Service Officer</td>
<td>212-5414</td>
</tr>
<tr>
<td>Steve Marshall</td>
<td>VP and Managing Director Uptown Facilities</td>
<td>212-5402</td>
</tr>
<tr>
<td>Rich Toth</td>
<td>VP and Managing Director Downtown Facilities</td>
<td>378-2572</td>
</tr>
<tr>
<td>Caroline Tierney</td>
<td>VP of Finance</td>
<td>212-5362</td>
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<tr>
<td>Kevin Chenevert</td>
<td>VP of Construction &amp; Exhibits</td>
<td>212-5207</td>
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<tr>
<td>Lani McWilliams</td>
<td>VP of Institutional Advancement</td>
<td>212-5318</td>
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<tr>
<td>Katie Smith</td>
<td>VP of Marketing</td>
<td>212-5460</td>
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<tr>
<td>Daine Appleberry</td>
<td>VP of Guest Services</td>
<td>212-5255</td>
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<tr>
<td>Vacant</td>
<td>VP and General Curator</td>
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Celebrating Nature: The Audubon Way
Strategic Plan for 2017-2020

Audubon Nature Institute
Celebrating the Wonders of Nature
Audubon Nature Institute

Our Purpose (Why do we exist?)
Celebrating the Wonders of Nature

Guiding Vision (Where are we headed?)
Creating a family of museums and parks dedicated to nature

Mission (What are we doing now to fulfill our purpose and vision)
Eight objectives support our mission:
- Provide a guest experience of outstanding quality
- Exhibit the diversity of wildlife
- Preserve native Louisiana habitats
- Educate our diverse audience about the natural world
- Enhance the care and survival of wildlife through research and conservation
- Provide opportunities for recreation in natural settings
- Operate a financially self-sufficient collection of museums and parks
- Weave quality entertainment through the guest experience

Core Values (What do we believe in?)
- **Service.** We recognize the importance of each and every guest experience and strive to make each one memorable through genuine hospitality, an attitude of caring, and careful training to ensure exceptional customer service.

- **People.** We value the great potential of each individual within the Audubon family. We stimulate initiative and maximize talent through clearly stated goals, professional training and the job support necessary to ensure individual success that exceeds expectations.

- **Stewardship.** We adhere to the highest standards in assuring the well-being of the animals and habitats under our care. Through pace-setting research, conservation and education programs, we work to preserve nature on a local, regional, national and global scale.

- **Innovation.** We enhance and encourage creativity, aggressively seeking to set new standards in all that we do, from new exhibit development to animal breeding programs.

- **Diversity.** We believe in recruiting from a diverse talent pool to build and maintain an extraordinary workforce. Our hiring and promotion practices emphasize ability and potential, eliminating barriers based on race, age, gender, sexual orientation, physical limitations, religion, ethnic background or national origin.

- **Cooperation.** Our growth and development—our every accomplishment—is made possible through a spirit of teamwork that unites our staff, galvanizes our community and ensures attainment of our mission, from educating our diverse audience to enhancing the care and survival of wildlife.

- **Leadership.** We seek to be industry role models and civic leaders, always guided by the highest professional and ethical standards, as well as an entrepreneurial spirit that recognizes selective economic development as a vehicle for advancing environmental education.

- **Stability.** Maintaining economic stability through financial self-sufficiency is paramount as we fuel our operations and strive to fulfill our ambitious vision for the future.

- **Fun.** Our celebrations of life emphasize enjoyment of the world around us. Good humor, optimism and playfulness translate into a healthy workplace—and the ideal environment for teaching others about the wonders of life and nature.
Celebrating Nature: The Audubon Way
Strategic Plan for 2017-2020

AUDUBON’S MOST RECENT STRATEGIC PLAN

Celebrating Nature: The Audubon Way was originally created through a consensus process involving 36 Audubon team members from across the organization, representing every level from Keeper to Sr. Vice President. The planning committee was split into groups that explored Audubon’s future priorities through four strategic imperatives that capture Audubon’s mission, vision and core values: Guest Experience, Conservation, Human Resources and Financial Resources. Together, they developed goals, objectives and milestones for their imperative with an implementation schedule of January 1, 2011, through December 31, 2013. With the assistance of Christel Slaughter of SSA, the executive team refined a final plan approved by the Audubon Nature Institute Board and Audubon Commission.

Celebrating Nature: The Audubon Way guided the implementation of a number of significant future-oriented initiatives. Because the planning process produced a fundamentally sound document, Audubon’s executive team and board determined that utilizing the critical issues and goals as the basis of our strategic plan through December 31, 2016.

A SOUND FOUNDATION

While Audubon operates in an ever-changing environment, our mission and core values remain constant. Our strategic imperatives remain unchanged as well. Our new strategic plan builds on the highly effective previous framework as new capital projects are built, new programs are launched, and procedures are refined to insure that positive changes take root.

Members of the executive team met during Fall 2016 to review objectives and milestones to guide Audubon from 2017 to 2020. Their updates to the strategic plan augment Audubon’s strengths: a major economic driver for the region, a meaningful destination for family fun, and a recognized leader in wildlife and coastal conservation. The plan positions Audubon to be on solid footing as it writes the next chapter of its history of success.

As an Audubon Team Member, you help to shape that success every day. This strategic plan is our road map, but it is meant to be adapted over the next three years to address new opportunities. We will report our accomplishments quarterly so that you may clearly see Audubon’s progress. I am looking forward to our journey and celebrating our achievements in the months ahead.

L. Ronald Forman
President and CEO
Audubon Nature Institute

December 5, 2016
Guest Experience

Audubon Nature Institute, through its parks, facilities and programs, will maximize its resources to reach a diverse audience and create a state-of-the-art experience that inspires repeat business.

**Goal 1: Empower staff to “own” Audubon Nature Institute’s Guest experience**
- Create an environment for staff that promotes understanding and ownership of the Audubon Nature Institute Guest Experience
- Develop a quality control system with accountability measures to insure a consistent Guest Experience across all facilities

**Goal 2: Create a state-of-the-art Guest experience**
- Develop, refine and utilize technology that will enhance and broaden guest experience, broadcast the less public side of the Audubon mission, and attract new markets
- Implement procedures for maintaining high standards for exhibits and guest areas at all Audubon facilities

**Goal 3: Expand market share by reaching out to a diverse audience**
- Diversify programs and services offered to the community and guests to strengthen Audubon’s bond with stakeholders.
- Continue collaboration with New Orleans’ hospitality and tourism industry to capture greater share of the visitor market

**Goal 4: Increase opportunities for public engagement**
- Increase communications with neighbors and other stakeholders on major initiatives and future plans
- Develop multi-faceted public affairs program that harnesses the power of social media
- Promote Audubon’s values and positive community impact through branding campaign.

<table>
<thead>
<tr>
<th>Major Milestones</th>
<th>Date</th>
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<tbody>
<tr>
<td>Implement Public Affairs program with emphasis on Social Media, crisis communication prep, neighborhood outreach, speakers’ bureau</td>
<td>Q2 2017</td>
</tr>
<tr>
<td>Develop new avenues for Community Relations activities</td>
<td>Q2 2017</td>
</tr>
<tr>
<td>Introduce new promotional program targeting visitors in collaboration with tourism industry, especially at Aquarium</td>
<td>Q2 2017</td>
</tr>
<tr>
<td>Develop map aps for Zoo, Aquarium, BGI, and Nature Center</td>
<td>Q3 2017</td>
</tr>
<tr>
<td>Improve Trip Advisor ranking to place in top 5 regional attractions</td>
<td>Q4 2017</td>
</tr>
<tr>
<td>Consistently lead peers on Top Box scores for overall satisfaction, employee courtesy, and net promoter score</td>
<td>Q4 2017</td>
</tr>
<tr>
<td>Eliminate all paper tickets at Audubon facilities</td>
<td>Q1 2018</td>
</tr>
<tr>
<td>Implement and evaluate branding campaign</td>
<td>Q2 2018</td>
</tr>
<tr>
<td>Complete major guest amenity projects: Cooper Plaza, Park shelters</td>
<td>Q3 2018</td>
</tr>
<tr>
<td>Complete Audubon Park Master Plan</td>
<td>Q1 2019</td>
</tr>
</tbody>
</table>
Conservation

Audubon will create a citizenry of empowered environmental stewards through our museum and park experiences and education programs; will continue to be recognized worldwide as a leader in the preservation of endangered species through our scientific efforts and cooperative initiatives; and will embrace sustainability in operations and construction.

Goal 1: Inspire guests, staff and the community to embrace stewardship of the natural world through conservation education
- Develop and deliver robust, engaging programs that insure all participants experience a greater connection with the natural world
- Insure that exhibit graphics convey timely, accurate conservation messaging at all facilities
- Share conservation achievements with the world and within Audubon
- Prepare the next generation of conservation professionals and informed citizens

Goal 2: Develop new ways to preserve biodiversity
- Support management practices that advance animal welfare among Audubon’s collection and contribute to the sustainability of in situ and ex situ populations on local, regional, national and global levels.
- Prioritize conservation initiatives based on input from a broad range of experts
- Sustain and empower coastal communities and marine resources

Goal 3: Reduce Audubon’s environmental impact by implementing environmentally sound practices for resource management, construction and operations.
- Institute Audubon-wide Recycling Policy/Program that reduces amount of waste hauled to landfills
- Reduce Audubon-wide usage of energy
- Increase utilization of environmentally-friendly vendors, products and local sourcing
- Continue to incorporate US Green Building Council’s recommendations for LEED certification into construction projects and building operations

Major Milestones

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Open Audubon Louisiana Nature Center, Jaguar Jungle II, Tropical Birdhouse, Lions</td>
<td>Q2 2017-Q2 2019</td>
</tr>
<tr>
<td>Open Aquarium shark touch pool, shared lobby, penguins, other exhibits</td>
<td>Q3 2017 – Q2 2020</td>
</tr>
<tr>
<td>Open Phase I of Alliance for Sustainable Wildlife</td>
<td>Q2 2017</td>
</tr>
<tr>
<td>Determine strategy to acquire USCG License should property be declared surplus</td>
<td>Q4 2017</td>
</tr>
<tr>
<td>Develop Conservation Report available for print or electronic sharing</td>
<td>Q4 2017</td>
</tr>
<tr>
<td>Achieve AZA reaccreditation for Zoo and Aquarium and recertification for FMASSC</td>
<td>Q2 2018, Q2 2019</td>
</tr>
<tr>
<td>Open remaining phases of Alliance for Sustainable Wildlife</td>
<td>Q2 2019</td>
</tr>
<tr>
<td>Develop storm water management plan for Audubon Park</td>
<td>Q1 2019</td>
</tr>
<tr>
<td>Host 2019 AZA Conference</td>
<td>Q3 2019</td>
</tr>
</tbody>
</table>
Human Resources

The Audubon board, staff and volunteers will be an outstanding, diverse group of people who are committed to the mission of Audubon Nature Institute

**Goal 1: Provide a team environment where diverse, dedicated, creative staff and volunteers value and respect each other while supporting our mission**
- Recruit and retain a qualified and diverse team motivated to provide outstanding service internally and externally
- Develop clear process for career mapping/succession planning

**Goal 2: Invest in external resources to support innovative HR practices and programs**
- Develop and implement a plan for user friendly technology to enhance HR systems and service delivery

<table>
<thead>
<tr>
<th>Major Milestones</th>
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</tr>
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<tbody>
<tr>
<td>Implement thorough and consistent entry level onboarding activities</td>
<td>Q3 2017</td>
</tr>
<tr>
<td>Increase engagement with local special needs orgs, senior groups, and diversion programs</td>
<td>Q3 2017</td>
</tr>
<tr>
<td>Standardize HR Reporting of key business indicators</td>
<td>Q3 2017</td>
</tr>
<tr>
<td>Update current compensation program with defined job levels and salary bands</td>
<td>Q4 2017</td>
</tr>
<tr>
<td>Implement Career Mapping and Strategic Succession Planning</td>
<td>Q4 2017</td>
</tr>
<tr>
<td>Automate Application System through ADP, eliminate WooFoo applications</td>
<td>Q1 2018</td>
</tr>
<tr>
<td>Automate Performance Review system through ADP</td>
<td>Q1 2018</td>
</tr>
</tbody>
</table>
Financial Resources

Audubon will maintain a financial base which will allow our facilities to continue to grow and provide outstanding experiences for our guests, employees and the entire community.

Goal 1: Aggressively manage existing and create new revenue-producing activities in order to maximize net revenues

- Strategically identify new revenue sources or cost-saving initiatives in all departments
- Set stretch financial targets that clearly support strategic objectives.

Goal 2: Continue implementation of comprehensive resource management systems that will consistently and effectively control operating costs

- Finalize acquisition of user-friendly technology to enhance all automated business systems

Goal 3: Raise public and private resources needed to implement critical strategic initiatives

- Develop programs and procedures that reinforce Audubon’s brand and our not-for-profit status within the community
- Launch capital campaign targeting Audubon 2020 capital projects, endowment, and unrestricted/budget-relieving funds
- Develop partnerships that provide financial support of programs

Goal 4: Develop a capital projects initiative that will focus on the capital projects budgeting, maintenance and overall management process

- Provide the Construction Department with the necessary support and technology to effectively manage large and small capital projects across Audubon

<table>
<thead>
<tr>
<th>Major Milestones</th>
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</tr>
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<tbody>
<tr>
<td>Determine Changing Exhibits strategy for Zoo and Aquarium</td>
<td>Q1 2017</td>
</tr>
<tr>
<td>Complete implementation of electronic purchasing system</td>
<td>Q2 2017</td>
</tr>
<tr>
<td>Determine viability of relocating BGI to Aquarium facility</td>
<td>Q2 2017</td>
</tr>
<tr>
<td>Implement new budgeting process including annual org-wide targets, departmental program review, information sharing and reporting</td>
<td>Q3 2017</td>
</tr>
<tr>
<td>Implement Audubon-Wide Gift Card</td>
<td>Q3 2017</td>
</tr>
<tr>
<td>Augment in-house construction and design team to address range of construction and major maintenance projects</td>
<td>Q4 2017</td>
</tr>
<tr>
<td>Conduct millage renewal campaign</td>
<td>Q1 2019</td>
</tr>
<tr>
<td>Reduce net millage proceeds allocated to operations annually to phase out dependency on current millage; reallocate for maintenance/improvements</td>
<td>Q4 2019</td>
</tr>
</tbody>
</table>
MANAGEMENT AND

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE AUDUBON COMMISSION

AND THE AUDUBON NATURE INSTITUTE, INC.

DATED AS OF THIS 24TH DAY OF OCTOBER 2013
THIS MANAGEMENT AND COOPERATIVE ENDEAVOR AGREEMENT (hereinafter referred to as "the Agreement") is entered into this ___ day of __________, 2013 in New Orleans, Louisiana, by and between the Audubon Commission (hereinafter referred to as the "Commission"), formerly known as the Audubon Park Commission, an Independent Agency of the City of New Orleans, as created by Act 191 of 1914, as amended, appearing herein through its President, Kelly Duncan, pursuant to a Resolution of the Commission dated __________, 2013 and the Audubon Nature Institute, Inc. (hereinafter referred to as the "Institute"), formerly the Audubon Institute, Inc., a Louisiana non-profit corporation with its principal place of business and domicile in the Parish of Orleans, Louisiana, as created by its restated Articles of Incorporation dated February 23, 1988, appearing herein through its Chairman, Leslie P. Gottsegen, pursuant to a Resolution of its Board of Directors dated __________.

WITNESSETH:

WHEREAS, the Commission, formerly the Audubon Park Commission, is an independent agency of the City of New Orleans as created by Act 191 of 1914 of the Louisiana Legislature, as amended; and,

WHEREAS, the Commission was recognized and continued by the Charter of the City of New Orleans in Section 5-801, et seq.; and,

WHEREAS, the Institute, a nonprofit corporation, formerly the Audubon Institute, has, among its purposes, the operation and management of the Audubon Facilities for the benefit of the Commission; and,

WHEREAS, the Commission owns, controls and manages various Facilities in the State of Louisiana in fulfillment of its goals, purposes and objectives, including, but not limited to Audubon Park, the Audubon Zoo, the Audubon Aquarium of the Americas, Woldenberg Riverfront Park, the Entergy Imax Theatre, the Freeport McMoRan Audubon Species Survival Center, the Audubon Center for Reproduction of Endangered Species, the Audubon Louisiana Nature Center, Audubon Wilderness Park and the Audubon Insectarium (collectively, hereinafter referred to as the "Audubon Facilities"); and

WHEREAS, the Commission and the Institute entered into the original Management Agreement (the "Agreement") dated November 3, 1988, a copy of which is annexed hereto and made a part hereof and subsequent agreements as described in Article I hereafter; and,

WHEREAS, the Commission and the Institute agree to combine all of the various agreements which existed between them for the management of the Audubon Facilities into one comprehensive agreement; and,

WHEREAS, this Agreement was authorized by Calendar Ordinance 23,767 dated July 5,
WHEREAS, the Commission and the Institute desire to continue to extend their relationship by entering into a new agreement substantially in the form of the previous agreements; and,

WHEREAS, the Commission and the Institute desire to continue their longstanding relationship which has truly been a cooperative endeavor which has resulted in tremendous benefits to each organization, as well as benefitting the facilities owned by the Commission and operated by the Institute.

WHEREAS, the Commission and the Institute agree that it is to their mutual benefit to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein, and intending to be legally bound, the parties do hereby agree as follows:

ARTICLE 1.

TERMINATION OF PREVIOUS AGREEMENTS

The parties do hereby agree that this Agreement shall take the place of, and supersede, all previous Agreements between the parties for the management and operation of the Audubon Facilities. This Agreement shall supersede and take the place of the following Agreements:

1.1 Agreement to operate Audubon Zoo, dated November 3, 1988.
1.2 Agreement to operate the Aquarium and Riverfront Park, dated November 11, 1988.
1.4 Agreement to operate the Audubon Park and Zoo, dated August 1, 1992.
1.5 Agreement to operate the Audubon Aquarium of the Americas and Riverfront Park, dated April 3, 1992.
1.6 Agreement to operate the Species Survival and Research Center and Wilderness Park, dated February 15, 1993
1.7 Agreement to operate the Audubon Park and Zoo, dated July 15, 1998.
1.8 Agreement to operate the Audubon Aquarium of the Americas and Riverfront Park, dated July 15, 1998.
1.9 Agreement to operate the Freeport McMoRan Audubon Species Survival Center, dated July 15, 1998.
1.10 Agreement to operate the Audubon Louisiana Nature and Science Center dated, July 15, 1998.
1.11 Agreement to combine all previous Agreements dated, January 29, 2002.
1.12 Agreement to extend previous Agreement for ten (10) years dated, January 29, 2002.
ARTICLE 2.

TERM OF MANAGEMENT AGREEMENT

The term of this Management Agreement shall be for fifteen (15) years and shall commence on the date of this Agreement and terminate on ______ ______, 2028, unless extended by the parties.

ARTICLE 3.

DESCRIPTION OF AUDUBON FACILITIES

The Audubon Facilities, subject to this Agreement, as of the date of this Agreement, shall consist of the following:

3.1 Audubon Park
3.2 Audubon Zoo
3.3 Entergy IMAX Theatre
3.4 Woldenberg Riverfront Park
3.5 Audubon Aquarium of the Americas
3.6 Audubon Center for Research of Endangered Species
3.7 Freeport McMoRan Audubon Species Survival Center
3.8 Audubon Louisiana Nature Center
3.9 Audubon Insectarium
3.10 Audubon Wilderness Park

The foregoing shall be collectively referred to as the “Audubon Facilities” and shall include any future Facilities acquired by the Commission. In the event that the Commission acquires additional facilities, those facilities shall be added by amendment to this Agreement and in accordance with Article 33 supra.
ARTICLE 4.
DESCRIPTION OF MANAGEMENT DUTIES

The Institute shall, from this date, undertake complete operation, management and control, subject to the reserved rights of the responsibility of the Commission, of the Audubon Facilities as follows:

4.1 The rights and responsibilities and duties of the Institute pursuant to this Management Agreement shall be:

4.1.1 The Institute shall: (1) manage, operate, develop, improve and provide all services for the Audubon Facilities, including fundraising on behalf of the Commission, except as limited in this Management Agreement; (2) maintain all buildings, exhibits and Facilities; (3) care for all animals; (4) provide for the day-to-day operation of the Audubon Facilities; (5) care for all grounds, including trees, roads, lighting and walkways; (6) provide administrative, marketing, public relations and membership services, as required for the proper operation of the Facilities; (7) provide educational programs; (8) provide food and beverage service and such other services as may be required to maintain and operate the Audubon Facilities in an efficient, business-like and economical manner in substantially the same manner as is presently being undertaken by the Institute as provided in previous agreements.

4.1.2 The Institute shall preserve, maintain and care for such animals, birds, reptiles, fish and their progeny and products thereof, and exhibits and personal property, for the term of this Management Agreement upon the terms, covenants and conditions herein expressed. Title to all such animals, birds, reptiles, fish, progeny and products thereof and exhibits and personal property shall always remain vested in the Commission.

4.1.3 The Institute shall submit its operating budget annually to the Commission, the Mayor of the City of New Orleans, and the City Council no later than December 31st of each year. The Institute may submit an amended budget as it deems necessary. The Institute in its budget shall recommend such fees and charges to be charged by the Commission for the admission to and use of the Facilities managed by the Institute. Such fees and charges to be collected by the Institute for the account of the Commission. The Institute is hereby authorized to expend the funds of the Commission for the purposes described in Section 4.1.1, above, after all bonded indebtedness is properly serviced and in accordance with the previously submitted budget. The Commission shall have the reasonable authority to approve and/or amend the budget at any time. The Commission shall retain the right to obtain documentation that the Institute is expending the aforementioned monies in accordance with the Commission's authority to develop and operate the Audubon
Facilities, and shall have the right to approve the purposes for which the aforementioned monies are being expended.

4.1.4 All monies from the operation of the Audubon Facilities, and all tax revenues, shall be collected by the Institute on behalf of the Commission and deposited, on a daily basis, in an account maintained and administered by the Commission in accordance with applicable law and pursuant to Section 4.1.3 above.

4.1.5 The Institute agrees not to permit more than five (5%) percent of the total square footage of the Audubon Facilities and to be leased, sub-leased or otherwise used by a non-governmental unit or to be used in a "private business use" as defined in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

4.1.6 The Institute may not exchange or transfer the animals, birds, reptiles and fish comprising a substantial amount of the animal population or personal property in its custody. The Institute is specifically authorized to transfer said animals, birds, reptiles, fish or personal property within or outside of the Audubon Facilities and premises without approval of the Commission if said transfer does not, at any one time, exceed a substantial amount of the animal population of the Facilities.

4.1.7 The Institute shall maintain separate accounts, books and records for the operation of the Audubon Facilities and agrees that all of its records of any nature or kind whatsoever (except the personnel files of its employees) shall be open and available to the Commission or its duly authorized representative for inspection. These records are available only to the Commission for inspection and shall only apply to those matters involving the expenditure of Commission funds.

4.1.8 The Institute shall cause to be made an Annual Audited Statement of its accounts no later than November 1st of each year and shall submit this Annual Audited Statement to the Commission.

4.1.9 The Institute shall hire such employees as it deems necessary to fulfill its responsibilities undertaken pursuant to this agreement under the terms and conditions determined by the Institute.

4.1.10 The Institute, agrees that it, and its officers, directors and employees shall be subject to the Codes of Ethics of the City of New Orleans and the State of Louisiana. The enforcement of this provision shall be available only to the Commission insofar as is applicable to the expenditure of Commission funds.

4.1.11 The Board of Directors of the Audubon Nature Institute, Inc., shall be composed of at least twenty-five (25%) minority membership and of at least seventy-five (75%) percent registered voters of the City of New Orleans.
4.1.12 The Institute and the Commission specifically agree to comply with the applicable provisions of Act 309 of 1986 of the State of Louisiana and Internal Revenue Service, Revenue Procedure 82-14, Ordinance 23,767 dated July 5, 2001.

4.1.13 The Institute agrees not to employ as its chief executive officer any person who is a member of the Commission.

4.1.14 The Institute specifically agrees to comply with the applicable provisions of the ordinances in effect on January 1, 1989 for the City of New Orleans, governing minority participation and affirmative action.

4.1.15 The Institute shall not be responsible for any extraordinary clean up caused by storms or hurricanes.

4.2 The obligations and duties of the Commission pursuant to this Agreement shall be as follows:

4.2.1 The Commission shall have the authority to approve and control the design and development of the Audubon Facilities and shall provide that the powers of the Audubon Commission, as provided in the City Charter, shall not be diminished or restricted.

4.2.2 The Commission shall retain all authority granted to it by Act 191 of 1914 of the Louisiana Legislature, Act 309 of 1986 of the Louisiana Legislature and any and all other applicable acts of the Louisiana Legislature or the City Charter in order to act directly or for enforcement of the terms of this Management Agreement with reference to the duties and responsibilities of the Institute.

4.2.3 Written approval by the Commission must be given to the Institute for any physical improvements at the Audubon Facilities, having a cost in excess of ONE HUNDRED FIFTY THOUSAND AND NO/100 ($150,000.00) DOLLARS.

4.2.4 Title to all improvements, acquired, completed or constructed by the Institute, at the Audubon Facilities, and title to all furniture, furnishings and equipment purchased for use at the Audubon Facilities, shall be and remain in the name of the Commission.

4.2.5 The Commission agrees that the Chief Executive Officer of the Institute may execute documents on behalf of the Commission as appropriate.

4.2.6 The President of the Commission shall be responsible to administer the obligations of the Commission under this management agreement.

4.2.7 The Commission agrees to impose admission fees and other charges in an amount,
when combined with all other revenue sources of the Commission, will be sufficient for the Institute to maintain and operate the Audubon Facilities.

4.2.8 The Commission agrees not to permit more than 5% of the total square footage of the Audubon Facilities to be leased, sub-leased, or otherwise used by a non-governmental unit or to be considered used in a "private business use" as defined in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

ARTICLE 5.

MANAGEMENT FEE

The Commission shall pay for the cost and operation of the Audubon Facilities as detailed annually in the budget of the Institute and as approved by the Commission. The annual budget of the Institute, relating to the Audubon Facilities, shall include expenses for compensation for personnel responsible for the operation and administration of the Audubon Facilities shall provide for an annual management fee to the Institute in the amount of FIFTY THOUSAND AND NO/100 ($50,000.00) DOLLARS. This fee shall be paid annually and adjusted on January 1st of each year in accordance with the Consumer Price Index as compared to the Consumer Price Index for January 1st of the previous year. The Commission shall also reimburse the Institute for all expenses that it incurs on behalf of the Commission in furtherance of this Agreement and all extraordinary expenses related to force majeure.

ARTICLE 6.

ASSIGNMENTS

6.1 The Institute shall not assign this Management Agreement, or any interest herein, and shall not sublet the premises or any part thereof or any right or privilege pertinent thereto, or suffer any other person to occupy or use the Audubon Facilities, except as consistent with the purpose of this Management Agreement, without the prior written consent of the Commission.

6.2 A consent to assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting or use by any other person. Any such assignment or subletting without such consent shall be void. This Management Agreement shall not, nor shall any interest therein, be assignable, as to the interest of the Institute by operation of law, without the written consent of the Commission.

6.3 The Commission may not assign this Agreement.

ARTICLE 7.

RESERVATION OF RIGHTS

The Commission reserves and shall always have the right to enter all of the premises
operated by the Institute for the purpose of viewing the condition of same, or to protect its ownership interests in the premises and in the animals, birds, reptiles, fish, exhibits and personal property located thereon or to inspect the operations conducted on said premises. In the event that the Commission determine that the premises are not in a safe, healthy or satisfactory condition, or that a violation exists of any municipal, state or federal ordinance, statute or law, or any breach of condition of this Management Agreement has occurred with regard to maintenance, the Commission shall have the right upon thirty (30) days written notice, and completion of all mediation and arbitration provisions of this Agreement to contract with a third party for any necessary maintenance or repair work.

ARTICLE 8.

LIMITATION OF USE

The Institute shall not, without the prior written consent of the Commission, use or permit said premises, or any part thereof, to be used, for any purpose or purposes other than the purpose or purposes for which the premises are to be used as set forth in this Management Agreement. No use shall be made, or permitted to be made, of the premises described herein, nor acts done, which will increase the existing rate of insurance upon the building or buildings, if any, belonging to the Commission, which would be located on the premises or in which the premises may be located, or cause a cancellation of any insurance policy covering said building or buildings, or any part thereof, unless such use is incidental to the use authorized by this Management Agreement. Further, no article which may be prohibited by the standard form of fire insurance policy, may be permitted to be kept, used, or sold in or about the premises.

ARTICLE 9.

INSURANCE REQUIREMENTS

9.1 General Insurance Requirements:

9.1.1 Insurance Companies: All insurance shall be written with insurance companies authorized and licensed to do business in the State of Louisiana and acceptable to the Commission (Best’s rating A, V, or better). Self-insurance programs authorized by the Commissioner of Insurance of the State of Louisiana for workers’ compensation insurance are acceptable, provided the Institute delivers to the Commission a notarized copy of the Institute’s authority to self-insure.

9.1.2 Primary Insurance: All insurance required herein shall be primary to any similar insurance that may be carried by the Commission for its own protection.

9.1.3 Insurance Certificates: Before this Agreement becomes effective, the Institute shall furnish to the Commission original, signed, certificates evidencing that it has procured the insurance herein required, and during the term of this Agreement Institute shall replace all such certificates with new ones before they expire.
9.1.4 Named Insured: Except for the workers' compensation insurance, the Commission and the City of New Orleans shall be named as an additional insureds on all policies required herein as applicable.

9.1.5 Waiver of Subrogation: All insurance policies required herein, with the exception of workers compensation, as well as any other insurance carried by the Institute for its protection or the protection of its property on the Audubon Facilities, shall provide that the insurers waive, in favor of the Commission and the City of New Orleans, any rights of subrogation.

9.1.6 Notice of Cancellation: All policies required herein, with the exception of workers compensation, shall provide for thirty (30) days' written notice of cancellation or material change to be sent to the Commission and the Institute at 6500 Magazine Street, New Orleans Louisiana 70118.

9.1.7 Term: All insurance required in this Section shall remain in effect during the entire term of this Agreement, including any extensions.

9.1.8 Deductibles: The Institute shall be liable to the Commission for all deductibles maintained under any of the insurance coverages required herein.

9.2 Comprehensive General Liability Insurance: The Institute shall procure and maintain, at its sole cost and expense, comprehensive general liability insurance (on an occurrence basis) with limits of liability of not less than five million dollars ($5,000,000) for all injuries or deaths resulting to any one person or from any one occurrence. The aggregate limit for products and completed operations shall be not less than five million dollars ($5,000,000). The limit of liability for property damage shall be not less than five million dollars ($5,000,000) for each occurrence and aggregate. Coverage under such insurance shall also include damage hazards. This insurance shall include coverage for explosion, collapse and underground property damage hazards, completed operations and "broad form contractual endorsement". Where the Institute's operations include the use of water craft, the water craft exclusion in the comprehensive general liability policy shall be eliminated or substituted with an appropriate watercraft policy.

9.3 Comprehensive Motor Vehicle Liability Insurance: The Institute shall procure and maintain, at its sole cost and expense, comprehensive motor vehicle liability insurance which shall include hired car and non-ownership coverage with limit of liability of not less than five million dollars ($5,000,000) for all injuries or deaths resulting to any one person or from any one occurrence. The limit of liability for property damage shall be not less than Five million dollars ($5,000,000) for each occurrence and aggregate.

9.4 Workers' Compensation Insurance: The Institute shall procure and maintain, at its sole cost and expense, workers' compensation insurance that will protect the Institute from claims under the Louisiana Workers' Compensation Act as well as under the Federal Longshoremen's
and Harbor Workers' Compensation Act, if applicable. The limit of liability under the employer's liability section of the workers' compensation insurance policy shall be not less than five hundred thousand dollars ($500,000). Whenever applicable, protection shall also be provided for liability under the Jones Act and under general maritime law in an amount of not less than one million dollars ($1,000,000).

9.5 Property Insurance:

9.5.1 The Institute shall procure and maintain, at its sole cost and expense, broad form property insurance in favor of the Commission in the amount of $70,000,000.00 ($50,000,000.00 for named storm coverage). Such insurance shall be written in the name of the Institute, but shall provide that any loss payable under the policy shall be adjustable with and payable to the Commission. The above insurance shall be procured provided it is reasonably commercially available. In the event that these amounts are not available for reasonable commercial premiums, then the maximum amount so available shall be procured.

9.5.2 Notwithstanding the provisions of the above or any other provision to the contrary in this Agreement, the Institute shall have the option of procuring at its sole cost and expense property insurance of the type described above up to the amount of the full replacement cost of the Commission's improvements. Such insurance shall be endorsed as primary to any similar insurance maintained by the Commission and shall be written in the name of the Institute, and any loss payable under the policy shall be payable to the Institute. The Commission shall be named as a co-loss payee under the said policy. In regard to the proceeds of any property insurance policy purchased by the Institute pursuant to this Subsection, the Institute shall have the option to use the proceeds of any such policy to repair or replace the damaged or destroyed improvements. Any proceeds remaining and any other amounts which the Institute may recover as a result of any casualty to the Audubon Facilities shall be remitted to Commission within thirty (30) days of their receipt by the Institute. If the Institute elects not to use the proceeds of any such insurance policy or other amounts recovered as a result of any casualty to the Audubon Facilities to repair or replace the damaged or destroyed improvements on the Audubon Facilities, then, in such case, the proceeds of any insurance or other amounts recovered as a result of any casualty to the Audubon Facilities shall be remitted to the Commission within thirty (30) days of their receipt by the Institute.
ARTICLE 10.

HOLD HARMLESS AND INDEMNIFICATION

The Commission and the City of New Orleans, and their agents, officers and employees, shall not be liable, nor be held liable, for any alleged claims, liabilities, penalties, fines or any damage to the goods, properties or effects of the Institute or any of the Institute's representatives, agents, employees, guests, licensees, invitees, patrons, or clientele or any other persons whatsoever, nor for persons, injuries or the death of any person, whether caused by or resulting from any alleged act or alleged omission of any person or from any alleged defect in any part of the premises operated and managed by the Institute or for any other cause or reason whatsoever.

The Institute further agrees to defend, indemnify and hold free and harmless the Commission and the City of New Orleans, and its authorized agents, officers and employees against any of the foregoing liabilities and any costs and expenses as they are incurred by the Commission and the City of New Orleans, on account of any claim or claims therefore; however, the Institute will not indemnify and hold harmless the Commission and/or the City of New Orleans, or their agents, officers and employees for any acts of these indemnitees which constitute willful or intentional tort, fraud or which result in criminal penalties.

ARTICLE 11.

ALTERATIONS AND CONSTRUCTION BY THE INSTITUTE

The Institute agrees to maintain good care of the Audubon Facilities, fixtures and appurtenances, and of all alterations, additions and improvements to the aforementioned areas and to make all repairs in and about the same areas that may be necessary to preserve them in good order and condition, with ordinary wear and tear and damage by fire and the elements excepted, and to promptly pay the expense of such repairs. The Institute agrees, upon the termination of this Management Agreement, to surrender to the Commission the Audubon Facilities, with improvements in the same condition as when received or as may have been constructed or repaired.

ARTICLE 12.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AS TO CLAIMS FOR LABOR AND MATERIAL

The Institute shall hold the Commission free and harmless and indemnify the Commission against all claims for labor and materials in connection with improvements, repair or alterations to the Audubon Facilities supervised by the Institute and the cost of defending against such claims, including reasonable attorney's fees.

Further, during any period that improvements, repairs or alterations are being constructed on the premises by anyone other than the Commission, the Institute shall substantially comply with all of the provisions of the Public Works Act of the State of Louisiana insofar as bonding requirements
are concerned. The Institute, as agent for the Commission, shall require each and every contractor to provide good and solvent surety in an amount not less than that required by the Public Works Act. The provisions of this part shall not be applicable to any contracts under the value of which are less than the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 ($150,000.00) DOLLARS. In addition to the Institute being named an indemnitee, the Commission shall additionally be named.

In the event that any lien for labor or materials or arising from any improvements, repair or alterations other than the original construction, is imposed or recorded against the Audubon Facilities, and the lien holder attempts to perfect such lien by lawsuit and the Institute shall have failed to comply with the requirements of this Article, this Management Agreement shall be subject to default as hereinafter provided.

ARTICLE 13.

RESTRICTION OF RIGHT TO MORTGAGE

The Institute shall not have any rights of any nature or kind whatsoever to encumber by way of mortgage or other encumbrances any premises owned by the Commission or other items of its property of any nature and kind whatsoever, without the express written consent of the Commission.

ARTICLE 14.

COMPLIANCE WITH APPLICABLE LAW

The Institute shall comply and secure compliance with all requirements of municipal, state and federal laws, statutes and regulations now in force, or which may hereafter be in force, pertaining to the Audubon Facilities, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the reparation of the aforementioned premises, all municipal ordinances and state and federal statutes now in force or which may hereafter be in force, and shall pay before delinquency any taxes and assessments and fees levied or assessed against the Institute or the premises by reason of any buildings, structures, machines, appliances or other improvements of any kind or nature whatsoever, erected or installed which are not owned by the Commission by reason of the business or other activities of the Institute upon or in connection with the operation of the Audubon Facilities. The Institute specifically agrees to use its best efforts to maintain its tax free status from all taxing authorities.
ARTICLE 15.

WAIVER BY THE COMMISSION

The waiver by either party of the breach of any terms, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. Any failure on the part of a party to require or exact full and complete compliance with any of the covenants, conditions or terms of this Management Agreement shall not be construed in any manner as changing the terms thereof or to stop or prevent the party from enforcing the full provisions hereof, nor shall the terms of this Management Agreement be changed or altered in any manner whatsoever other than by written agreement between the Commission and the Institute.

ARTICLE 16.

SURRENDER AND/OR CANCELLATION OF AGREEMENT

The voluntary or other surrender of this Management Agreement by the Institute or a mutual cancellation thereof by the Institute and the Commission, shall not work as a merger and shall not, at the option of the Commission terminate any existing sub-leases or sub-tenancies, or may, at the option of the Commission, operate as an assignment to it of any and all such sub-leases or sub-tenancies.

ARTICLE 17.

DEFAULT

In the event that (a) either party shall default in the performance or fulfillment of any covenant, term or condition contained herein on its part to be performed or fulfilled and shall fail to cure such default within thirty (30) days following the service on it of a written notice by and from the non-defaulting party specifying the default or defaults complained of and the date on which the defaulting party's rights hereunder will be terminated as hereinafter provided if such default or defaults are not cured, or (b) that either party shall file a voluntary petition in bankruptcy, or (c) that either party shall be adjudicated a bankrupt, or (d) that either party shall make a general assignment for the benefit of creditors and/or petition the courts of the State of Louisiana for liquidation, then, and in either event or in any of the aforementioned events, the non-defaulting party may, at its option, without further notice or demand upon the defaulting party or upon any person or persons claiming by or through the defaulting party, immediately cancel and terminate this Management Agreement and terminate each, every and all of the rights of the defaulting party and of any and all persons claiming by, through or under the defaulting party in and to the operated premises and in or to the further possession thereof and may thereupon enter into and upon the Audubon Facilities, and take possession and operation of the aforementioned premises. The rights of the non-defaulting party hereinabove set forth are cumulative only and shall in no way be deemed to limit any of the other provisions of this Management Agreement or otherwise to deny the non-defaulting party any right or remedy which it may have or assert against the defaulting party under any law in effect at the date hereof or which may hereafter be enacted or become effective, with the intent herein being that the rights and remedies of the non-defaulting party, as hereinafter set forth, shall supplement or
be an addition to or in aid of the other provisions of this Management Agreement and of any right and remedy that the non-defaulting party may have against the defaulting party. This default provision is subject to the provisions of the following Paragraph.

ARTICLE 18.

DISPUTE RESOLUTION: EXTRAORDINARY RELIEF, BINDING ARBITRATION

18.1 Dispute Resolution; Extraordinary Relief

18.1.1 The parties hereto will attempt to settle any claim or controversy arising out of or relating to this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. However, at any time before or during such negotiations, or following any unsuccessful negotiations, either party may by written notice to the other demand that the dispute be submitted to mediation. When such a demand is made, the parties shall within ten (10) days jointly make arrangements for the mediation of the dispute within the State of Louisiana with the American Arbitration Association in accordance with the rules governing Commercial Dispute Resolution Procedures. If the dispute has not been resolved within thirty (30) days of any written demand for mediation, or within a longer time period to which the parties may agree, the dispute shall be submitted to binding arbitration. Such binding arbitration shall be conducted within the City of New Orleans, State of Louisiana, in accordance with the then-current Rules of the American Arbitration Association.

18.1.2 The Commission and the Institute shall each name one arbitrator, and those two arbitrators shall name the third arbitrator to the panel. The panel shall consist of three arbitrators, and a majority of the arbitrators shall be necessary for a decision of the panel. All fees and expenses of the panel shall be fixed by the panel. Wherever possible, the panel is mandated to return a decision that will allow the continuation of this Agreement. Only in extraordinary circumstances shall the panel dissolve this Agreement. The panel may award damages or any other remedy in its sole discretion.

18.1.3 The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Section 1-16 (as may be amended), and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The panel is empowered to award attorney's fees but is not empowered to award damages in excess of compensatory damages, and each party hereby irrevocably waives any right to recover such damages with respect to any dispute arising out of or relating to this Agreement.

18.1.4 Nothing in this Agreement will prevent either party from resorting to judicial proceedings for the limited purpose of seeking a preliminary injunction or to avoid the barring of the claim under the applicable statute of limitations. In
addition, resort by either party to negotiation, mediation or arbitration pursuant to this Agreement shall not be construed under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party to pursue any such judicial relief; provided, however, that irrespective of the filing of any such request for judicial relief the party shall continue to participate in the dispute resolution proceedings required by this paragraph. Any negotiation or mediation which takes place pursuant to this Agreement shall be confidential and shall be treated as a compromise and settlement negotiation for purposes of the Federal Rules of Evidence and State rules of evidence.

ARTICLE 19.

CONDITIONS OF FACILITIES

19.1 Conditions of Facilities:

19.1.1 The Institute acknowledges that it has operated all of the Audubon Facilities for some time and agrees to accept them in their present condition without any obligation on the Commission to make any changes or improvements or to the construction of any kind, whether in connection with access, utilities or otherwise.

19.1.2 The Institute specifically acknowledges that it has inspected the environmental condition of all of the Audubon Facilities to its satisfaction and agrees to accept the Audubon Facilities in their present environmental condition. Notwithstanding any other provisions of this Agreement to the contrary, the Institute agrees to be responsible for the cost of any environmental clean-up or remediation necessary because of the environmental conditions of the Audubon Facilities attributable to its operations.

ARTICLE 20.

LOSS, DAMAGE AND DESTRUCTION

20.1 Except as provided herein, the occurrence of any loss, damage or destruction of the Audubon Facilities, however caused, and whether covered by insurance or not, shall not be grounds for cancellation or termination of this Agreement. The Commission shall be under no obligation to repair, replace or restore any of the Audubon Facilities, which may be the subject of such loss, damage or destruction, and its failure to do so shall not be grounds for cancellation of this Agreement.

20.2 The Institute agrees that it shall, at its own cost, risk and expense, promptly and with due diligence repair, replace or restore any or all of the Audubon Facilities which may become the subject of such loss, damage or destruction, however caused, subject to reimbursement from third parties, except as provided in Section 4.1.15. The Institute shall obtain the written consent of
Commission to the plans for any repairs, replacement, or restorations, and this consent shall not be unreasonably withheld. The proceeds derived from the Institute's or any tortfeasor's insurance policies and amounts recovered from third parties shall be applied toward such repair, replacement or restoration.

ARTICLE 21.

COSTS, RISKS AND EXPENSES

21.1 The Institute shall pay all costs and assume all risks in doing work, or carrying on operations, now or hereafter permitted or required under the terms and conditions of this Agreement, except as may be otherwise specifically designated in this Agreement or in written instructions given or agreements made by proper authority under the terms and conditions of this Agreement. The Institute shall pay all costs, reasonable attorneys' fees and other expenses incurred by the Commission in enforcing the covenants of this Agreement, should the Institute be found in violation. The section shall be reciprocal.

21.2 The application for and installation of any water, gas, sewerage and drainage lines, electric power cables and telephone cables and any other utility-type services shall be made by the Institute at no cost, risk or expense to the Commission. The metering of all such utilities shall be in the name of the Institute, and all bills rendered for the consumption of said utilities shall be in the name of and shall be payable by Institute. The Commission shall be under no obligation, either for the cost of installation, maintenance or removal or, for the bills for consumption of any utilities at the Audubon Facilities.

ARTICLE 22.

INSPECTION

In order that the Commission may carry out the obligations imposed on it by law, by this Agreement or otherwise, and to ascertain whether or not the Institute's covenants are being observed, the Commission shall have the right at all reasonable times to enter on and to inspect the Audubon Facilities.

ARTICLE 23.

COMPLETE AGREEMENT

It is specifically understood and agreed between the parties that this Management Agreement contains a complete expression of the whole Agreement between the parties hereto, and that there are no promises, representations, agreements, warranties, or inducements, either expressed verbally or implied between them except as fully set forth herein, and, further, that the Management Agreement cannot be enlarged, modified, or changed in any respect except by written agreement duly executed by and between both parties.
ARTICLE 24.

CHANGE OF USE

Prior to the Institute's changing the use of any of the Audubon Facilities, it shall first obtain the written permission of the Commission.

ARTICLE 25.

CONTINUITY OF PREVIOUS CONTRACTS AND AGREEMENTS INVOLVING THE COMMISSION

Nothing herein shall be construed in this document as canceling any agreements, which the Commission has previously entered into of any kind or nature whatsoever. The Commission specifically reserves the right to assign any and all previous contracts that it has entered into to the Institute.

ARTICLE 26.

RETURN OF ASSETS

Upon termination of this Management Agreement, all movable assets of the Institute used in the management and operation of the Audubon Facilities shall become the property of the Commission.

ARTICLE 27.

OTHER BUSINESS

In addition to the powers, duties and rights conferred on the Institute by this Management Agreements the Institute shall have the right to engage in any business so long as it is not in conflict with this Management Agreement.

ARTICLE 28.

NOTICE

All notices given herein shall be given to the President of the Commission at his or her personal residence which shall be furnished to the Institute upon the President taking office.

All notices given herein shall be given to the President and Chief Executive Officer of the Institute at 6500 Magazine Street, New Orleans, Louisiana 70118.
ARTICLE 29.

JOINT VENTURE DENIED

Nothing in this Agreement shall be construed to create or constitute a partnership, joint venture or agency relationship between the Institute and the Commission, the existence or any such relationship being hereby expressly denied.

ARTICLE 30.

HEADINGS; INTERPRETATION; SURVIVAL

The Agreement heading and all section headings are for quick reference and convenience only and do not alter, amend, explain or otherwise affect the terms and conditions appearing in this Agreement. The language and all parts of this Agreement shall in all cases be construed as a part of the whole according to its fair meaning and not strictly for or against the Commission or the Institute. Should a court be called on to interpret a provision hereof, no weight shall be given, nor shall any construction or interpretation be influenced, by any presumption of preparation of this Agreement by the Commission or by the Institute. All obligations of the Institute which by their nature involve performance after the end of the Term which cannot be ascertained to have been fully performed until after the end of the Term, including specifically the Institute's indemnity obligations under this Agreement, shall survive the expiration or earlier termination of the Term.

ARTICLE 31.

LOUISIANA CONTRACT; SEVERABILITY

This is a Louisiana contract and shall be governed, interpreted and enforced in accordance with the laws of the State of Louisiana and of the United States of America. If any provision of this Agreement shall be found unenforceable or against public policy, said finding shall not affect the validity of the remaining provisions of the Agreement, the provisions herein to be considered severable. Further, this Agreement is a Cooperative Endeavor Agreement as provided in Article 7, Section 14 of the Louisiana Constitution.

ARTICLE 32.

ADDITIONAL FACILITIES

Both the Commission and the Institute agree that in the event the Commission acquires any new facility then said new facility shall be governed by the terms and conditions of this Agreement without further action on the part of either party.
ARTICLE 33.

INCORPORATION OF ORDINANCE

Attached hereto is Ordinance No. MCS 020272 adopted by the Council for the City of New Orleans on August 2, 2001. Both parties take cognizance of said Ordinance and agree to be bound by the terms and conditions of said Ordinance.

ARTICLE 34.

COOPERATIVE ENDEAVOR

Both the Commission and the Institute agree that this Agreement shall be construed, as the need may arise, as either a contract between the parties, a lease, an Agreement between the parties or a Cooperative Endeavor Agreement between the parties in accordance with the provisions of Article 7, Section 14 of the Louisiana Constitution, as amended.

IN WITNESS WHEREOF, this Management Agreement is executed at New Orleans, Louisiana, this 24th day of October, 2013.

WITNESSES:

[Signatures]

AUDUBON COMMISSION

BY: J. Kelly Duncan

J. Kelly Duncan, President

AUDUBON NATURE INSTITUTE, INC.

BY: Leslie P. Gottsegen

Leslie P. Gottsegen, Chairman
As Secretary of State of the State of Louisiana, I do hereby certify that a copy of Restated Articles of Incorporation of THE AUDUBON INSTITUTE, INC. Domiciled at NEW ORLEANS, LOUISIANA, changing the corporate name to AUDUBON NATURE INSTITUTE, INC. Was filed and recorded in this Office on February 14, 2001.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on.

February 14, 2001

[Signature]

SPR 04511830N 35040122
Secretary of State
RESTATED ARTICLES OF INCORPORATION

UNITED STATES OF AMERICA

STATE OF LOUISIANA

AUDUBON INSTITUTE, INC. PARISH OF ORLEANS

The Audubon Institute, Inc., a Louisiana non-profit corporation through its undersigned Chairman and Secretary and by authority of its Board of Directors, as per the attached resolution, does hereby certify that:

I.

The restated Articles of Incorporation as amended in Paragraph V below accurately set forth the Articles of Incorporation as amended.

II.

Each amendment has been effected in conformity with law.

III.

The date of Incorporation of the Corporation was October 30, 1975. The Articles of Incorporation were amended on February 28, 1984, February 23, 1988, August 30, 1988, and the date of these restated Articles is the 30th day of January, 2001.

IV.

On the 30th day of January, 2001, at a regular meeting of the Board of Directors, duly called pursuant to notice, the Board of Directors unanimously adopted a resolution amending and restating the Articles of Incorporation as in effect prior to that date by adopting the following restated Articles of Incorporation.

V.

The restated Articles of Incorporation are as follows:
ARTICLE I.

NAME

The name of this Corporation shall now be the AUDUBON NATURE INSTITUTE, INC.

ARTICLE II.

STATUS

This Corporation is organized on a non-stock basis and it shall be organized and operated not for private profit exclusively for educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1954 or its successor.

ARTICLE III.

DURATION

The Corporation shall enjoy perpetual corporate existence unless sooner dissolved in accordance with law.

ARTICLE IV.

REGISTERED OFFICE

The location of its registered office is 6500 Magazine Street, New Orleans, Louisiana 70118 and its mailing address is Post Office Box 4327, New Orleans, Louisiana 70178.

ARTICLE V.

REGISTERED AGENT

The name and address of its registered agent is as follows:

Henry W. Kinney, Esq.
Kinney & Ellinghausen
1250 Poydras Street, Suite 2450
New Orleans, Louisiana 70113
ARTICLE VI.

OPERATION

This Corporation shall be a non-profit Corporation and shall have no capital stock. It shall be operated and maintained by such membership dues and assessments and endowments as the Board of Directors shall determine to be necessary or acceptable for the proper functioning of the Corporation. Under no circumstances shall any of the net earnings or assets of the Corporation inure or be distributed to the benefit of its members, Directors, Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Two hereof. The Corporation shall neither participate in, nor intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501 (c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170 (c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE VII.

DISSOLUTION

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations under section 501 (c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the district court of the parish in which the principal office
of the Corporation is then located, exclusively for such purposes or to such organization, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII.

MEMBERS AND VOTING

The members of this Corporation shall consist of all persons who have paid all current fees, dues and/or assessments of this Corporation as assessed by the Board of Directors, which membership shall be evidenced by a receipt for the fees and dues aforesaid. Each member shall have one vote and all members shall have equal rights and privileges, provided, however, in no event shall there be more than one vote per member.

The members of the Corporation shall consist of at least eight (8) classifications of membership. Those classifications shall include, but not be limited to:

1. Individual
2. Student
3. Senior Citizen
4. Family
5. Individual Plus One
6. Family Plus One
7. Bronze Patron
8. Honorary

ARTICLE IX.

COLLECTION OF DUES

The amount of the levy and the method of collection of fees, dues and/or assessments shall be fixed by the Board of Directors from time to time. Membership shall be cancelled for failure to pay fees, dues, and/or assessments after reasonable notice from the Board of Directors.

ARTICLE X.

PROXY

A member may vote personally or by proxy appointed in writing.
ARTICLE XI.

BOARD OF DIRECTORS

The powers of this Corporation shall be exercised by a Board of Directors, which shall now consist of those persons stated in this Article with terms as set forth in this Article. Subsequently, the Board of Directors shall consist of no more than thirty-two (32) persons as provided hereafter:

(A) The terms of the Board of Directors referred to above shall be for a period of four years. No director shall be eligible to serve longer than two consecutive four-year terms unless a Director is also serving as Chairman or 1st Vice Chairman and the majority of the Board approves a third four year term. The election procedure shall be as stated in the By-laws.

(B) The Board of Directors shall elect a Chairman, First Vice Chairman, Second Vice Chairman, Recording Secretary, Corresponding Secretary, Treasurer and Parliamentarian from the Board's membership annually to serve until the next Board shall duly elect officers as provided herein.

The initial Board of Directors of the Audubon Nature Institute, Inc., shall be those persons who were serving as members of the Board of Directors of Audubon Institute, Inc., on January 30, 2001, the date of adoption of the Restated Articles of Incorporation, and those Directors shall serve out the terms to which they were elected as members of the Board of Directors of the Audubon Institute, Inc., as Directors of the Audubon Nature Institute, Inc. Those Directors are as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>TERM OF BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>H. Leighton Steward, Chairman</td>
<td>P. O. Box 56180, Metairie, LA 70005</td>
<td>1991-2004</td>
</tr>
<tr>
<td>Peter Moss, 1st Vice Chair</td>
<td>109 Bellaire Dr., New Orleans, LA 70124</td>
<td>1993-2001</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Term</td>
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<td>-----------------------------</td>
<td>----------------------------------------</td>
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<tr>
<td>Second Vice Chairman</td>
<td></td>
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<tr>
<td>Myron Moorehead, MD</td>
<td>37 Cateau Mouton Kenner, LA 70065</td>
<td>1997-2001</td>
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<tr>
<td>Recording Secretary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wayne Lee</td>
<td>3 Trianon Plaza New Orleans, LA 70125</td>
<td>1997-2001</td>
</tr>
<tr>
<td>Corresponding Secretary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beth Cary</td>
<td>508 Hector Metairie, LA 70005</td>
<td>1997-2002</td>
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<tr>
<td>Treasurer</td>
<td></td>
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<tr>
<td>Parliamentarian</td>
<td></td>
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<tr>
<td>Members</td>
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</tr>
<tr>
<td>Mike Ballases</td>
<td>26 Audubon Blvd. New Orleans, LA 70118</td>
<td>2000-2004</td>
</tr>
<tr>
<td>Linda Baum</td>
<td>1 Cromwell Pl. New Orleans, LA 70118</td>
<td>2000-2004</td>
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<tr>
<td>Virginia Besthoff</td>
<td>1400 Calhoun St. New Orleans, LA 70118</td>
<td>1997-2001</td>
</tr>
<tr>
<td>Joy Bollinger</td>
<td>4 Elliot Drive Lockport, LA 70374</td>
<td>2000-2004</td>
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<tr>
<td>Cathy Cary</td>
<td>1111 Falcon Rd. Metairie, LA 70005</td>
<td>2000-2002</td>
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<tr>
<td>Name</td>
<td>Address</td>
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<tr>
<td>Ed Lupberger</td>
<td>1445 Second St.</td>
<td>1998-2002</td>
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<tr>
<td></td>
<td>New Orleans, LA 70130</td>
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<tr>
<td>Ralph Lupin, MD</td>
<td>1021 Chartres St.</td>
<td>1999-2003</td>
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<tr>
<td></td>
<td>New Orleans, LA 70116</td>
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<tr>
<td>Dianne MacKenzie</td>
<td>1440 Kotz Rd.</td>
<td>1998-2003</td>
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<tr>
<td></td>
<td>Nome, TX 77629</td>
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<tr>
<td>Missy Metcalf</td>
<td>1425 State St.</td>
<td>1997-2001</td>
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<tr>
<td></td>
<td>New Orleans, LA 70118</td>
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<tr>
<td>George R. Montgomery</td>
<td>2525 St. Charles Ave.</td>
<td>1998-2004</td>
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<td></td>
<td>New Orleans, LA 70130</td>
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<tr>
<td>Dan Packer</td>
<td>1750 St. Charles Ave.</td>
<td>1997-2001</td>
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<td>New Orleans, LA 70130</td>
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<tr>
<td>Mahlon Sanford</td>
<td>387 Audubon St.</td>
<td>1994-2002</td>
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<td>New Orleans, LA 70118</td>
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<tr>
<td>Ralph Schaefer</td>
<td>6901 Camberly Dr.</td>
<td>1994-2002</td>
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<tr>
<td></td>
<td>New Orleans, LA 70128</td>
<td></td>
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<tr>
<td>Bettye Scott</td>
<td>4564 Bancroft Dr.</td>
<td>1995-2003</td>
</tr>
<tr>
<td></td>
<td>New Orleans, LA 70122</td>
<td></td>
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<tr>
<td>Robert Steeg</td>
<td>1721 State St.</td>
<td>1991-2001</td>
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<tr>
<td></td>
<td>New Orleans, LA 70118</td>
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<tr>
<td>Sam Stone</td>
<td>228 St. Charles Ave.</td>
<td>1994-2002</td>
</tr>
<tr>
<td></td>
<td>New Orleans, LA 70130</td>
<td></td>
</tr>
<tr>
<td>Charles Teamer</td>
<td>4619 Owens Blvd.</td>
<td>1996-2004</td>
</tr>
<tr>
<td></td>
<td>New Orleans, LA 70122</td>
<td></td>
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<tr>
<td>Steve Usdin</td>
<td>6 Richmond Place</td>
<td>1999-2003</td>
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<tr>
<td></td>
<td>New Orleans, LA 70115</td>
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<tr>
<td></td>
<td>New Orleans, LA 70118</td>
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<tr>
<td></td>
<td>Metairie, LA 70005</td>
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</tbody>
</table>

The Officers and Directors of this Corporation shall serve until their successors are elected in accordance with
the provisions herein. Officers must be members of the Board of Directors.

ARTICLE XII.

ANNUAL MEETING

The annual meeting of the voting members of the Corporation shall be held on the third Tuesday of the month of May, or in the event that date is a legal holiday, on the first Tuesday thereafter which is not a legal holiday. It shall be the duty of the President, and upon his or her failure or neglect, then of the Secretary or any officer or member, to mail notices at least ten (10) days prior to this annual meeting to all members entitled to be present but not more than sixty (60) days prior to the day fixed for the meeting. Provided, however, that the Board of Directors may by two-thirds (2/3) vote elect to conduct the business of the association by mail ballot in lieu of any annual meeting. Provided further, however, that if fifty (50%) percent or more of the members of the Corporation demand in writing, which demand is served on the President of the Corporation, that an annual meeting be held, then the President shall take such steps as are necessary to hold an annual meeting not more than forty-five (45) days from the date of the receipt of such notice but not sooner than ten (10) days from such receipt of such notice.

ARTICLE XIII.

BY-LAWS

The Board of Directors by majority, have the power to make, amend, and repeal by-laws to govern this Corporation provided they are in accordance with and do not conflict with these articles.

ARTICLE XIV.

AMENDMENT OF ARTICLES

Amendments to the Articles of Incorporation may be made by a majority of the Board of Directors present at any duly called regular or special meeting.
ARTICLE XVI.

INDEMNIFICATION

The Corporation shall indemnify and hold harmless each Director and Officer, now or hereafter serving the Corporation, from and against any and all claims and liabilities to which he may be or become subject by reason of his now or hereafter being, or having heretofore been, a Director or Officer of the Corporation, and/or by reason of his alleged acts or omissions as such Director or Officer, whether or not he continues to be such Director or Officer at the time when any such claim or liability is asserted, and shall reimburse each such Director and Officer for all legal and other expenses reasonably incurred by him in connection with defending any or all such claims or liabilities, including amounts paid or agreed to be paid in connection with reasonable settlements made before final adjudication with the approval of the Board of Directors whether or not he continues to be such Director or Officer at the time such expenses are incurred, provided, however, that no Director or Officer shall be indemnified against any claim or liability arising out of his own bad faith, reckless disregard of his duties, gross negligence or willful misconduct, or shall be indemnified against or reimbursed for any expense incurred in defending any or all such claims or liability or in settling the same unless in the judgment of the Directors of the Corporation the Director or Officer against whom such claims or liability is asserted has not been guilty of bad faith, reckless disregard of his duties, gross negligence or willful misconduct. The foregoing right of indemnification shall not be exclusive of other rights to which any Director or Officer may be entitled as a matter of law. (Except as hereinabove limited, Directors and Officers shall be entitled to all protection that can legally be afforded them under La. R.S. 12:227, and any other rights to which they may be entitled as a matter of law.)
NEW ORLEANS, LOUISIANA, this 30\textsuperscript{th} day of January, 2001.

WITNESSES:

Gerald J. Vele
Georgie Thomas

Pete E. Mart
Chairman

Vynessa Durrieve
Secretary

NOTARY PUBLIC

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 30\textsuperscript{th} DAY

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared, to me known to be the President and Recording Secretary respectively, for the Audubon Nature Institute, Inc., and persons who executed the foregoing instrument in such capacity, and who being duly sworn, acknowledged in my presence and in the presence of the undersigned witnesses, that they were authorized to and did execute the foregoing instrument in such capacity for said Corporation at its and their free act and deed.

IN WITNESS WHEREOF, the appearers and witnesses and I have hereto affixed our signatures on this 30th day of January, 2001.

WITNESSES:

[Signatures]

CHAIRMAN

SECRETARY
The Audubon Nature Institute, Inc., a Louisiana non-profit Corporation, through its undersigned Chairman and Secretary, and by authority of its Board of Directors as per the attached resolution, does hereby certify that:

I.

The Restated By-Laws set forth in Article VI, Sections 5 through 10 below accurately reflect the amended By-Laws as adopted by the Board of Directors of the Audubon Nature Institute, Inc.

II.

Each amendment has been effected in conformity with law.

III.

On the 22nd day of January, 2013, at a regular meeting of the Board of Directors, duly called pursuant to notice, the Board of Directors unanimously adopted a resolution amending the By-Laws as in effect prior to that date by adopting the following restated By-Laws.

IV.

The restated By-Laws of the Corporation are as follows:

Article I.

NAMES AND OFFICES

The name of this non-profit Corporation shall be the Audubon Nature Institute, Inc. The principal office of the Corporation shall be located in New Orleans, Louisiana, and the meetings of the Corporation may be held either at the Audubon Park Zoo, or at such a place as designated in a
call for the same by the Board of Directors or the Chairman.

ARTICLE II.

OBJECTIVES

The objectives of the Corporation shall be:

1. To increase community involvement and interest in educational and cultural activities;

2. To provide volunteer services when needed;

3. To sponsor educational programs and community events;

4. To raise funds for special projects and improvements;

5. To engage in any activity which is in the furtherance of or benefits the maintenance of a zoo, aquarium, animal or cultural and educational facility of any kind.

ARTICLE III.

MEMBERSHIP, DUES AND VOTING RIGHTS

Section 1. - Membership

The membership of the Corporation shall consist of the following classes, as set forth in the Articles of Incorporation:

1. Individual
2. Student
3. Senior Citizen
4. Family
5. Individual Plus One
6. Family Plus One
7. Bronze Patron
8. Honorary Members
Section 2. - Dues

The Board of Directors shall establish a schedule of dues for each class of membership and such dues shall be payable by the members on or before the anniversary date of each individual member's enrollment each year. At any time, the Board of Directors may increase or decrease the amount of dues for members of any particular class of membership.

Section 3. - Voting Rights

Each membership entity, except honorary members, shall be entitled to one vote on any matter submitted to a vote of the membership.

Section 4. - Resignation

Any member may resign by filing a written resignation with the Recording Secretary. Dues are not refundable upon resignation.

Section 5. - Assignability

Membership in the Corporation is not assignable or transferable to non-members.

Article IV.

MEETINGS OF MEMBERSHIP

Section 1. - Annual Meeting

An annual meeting of the members of the Corporation shall be held each year on the third Tuesday in the month of May or in the event that date is a legal holiday, on the first Tuesday thereafter, at a time and place to be set by the Board, to receive a report from the Officers and the Directors on the activities of the previous year, to conduct such other business as the Officers, Board of Directors or members may bring to the meeting, and to elect Directors to the Board. Notice of the annual meeting shall be given with the proxy as provided in Article V, Section 2.
Section 2. - Special Meetings

A special meeting of the membership shall be called within a reasonable time by the Board of Directors or the Chairman after they have received a formal request for such a meeting from a minimum ten (10%) percent of the membership. Such request by at least ten (10%) percent of the membership shall state the purpose for requesting a special meeting and the business that the membership will consider. Only those business matters specifically stated in the request for a special meeting shall be considered at such a meeting.

Section 3. - Place of Meeting

The Board of Directors may designate any place within the metropolitan or greater City of New Orleans, Louisiana, as the place of the annual meeting or any special meeting called by the Board of Directors or the Chairman.

Section 4. - Notice of Special Meeting

Notice as to any special meeting need only be given to members entitled to vote at such meetings. Written or printed notice to each meeting of the membership, stating the place, date, time and purpose or purposes (for special meetings) for which the meeting is called shall be delivered not less than ten (10) days nor more than twenty (20) days preceding the date of such meeting.

Section 5. - Meeting Rules

The conduct of all meetings of the Corporation shall be governed by Robert’s Rules of Order, Newly Revised, unless said Rules conflict with the provisions of these By-laws.

Section 6. - Quorum

A majority of the membership either present in proper person or by proxy shall constitute a quorum.

Section 7. - Voting

At each meeting, each member having voting rights shall be entitled to one vote upon each issue presented to the membership for a vote. There shall be no cumulative voting of shares in the election of Directors.
Article V.

BOARD OF DIRECTORS

Section 1. - Management

The affairs of the Corporation shall be managed and controlled by its Board of Directors, and subject to the restrictions imposed by law, the Board may exercise the powers of the Corporation. Directors must be current members of the Corporation and shall be elected by the general membership as set forth in the Articles of Incorporation and herein and nominated as set forth herein.

Section 2. - Number, Tenure and Qualifications

The powers of this Corporation shall be exercised by a Board of Directors, which shall consist of:

Those thirty-two (32) persons stated in Article XI of the Articles of Incorporation. At the end of each of their terms, successors shall be elected pursuant to these by-laws.

The immediate past chairman of the Corporation shall be an ex-officio member of the Board, without vote, should his/her term of office as a Board Member have expired.

At the end of each year of the existence of the Audubon Nature Institute, Inc., eight (8) Directors shall be elected annually by the membership of the Corporation at the annual meeting of the Corporation as hereinafter provided.

At a meeting of the Board of Directors in January of each year or as soon thereafter as possible, the Chairman of the Board shall appoint from the Board a nominating committee of five directors, two (2) from the executive committee, excluding the Chairman, and three (3) from the membership of the Board who do not serve on the executive committee. This Committee shall, no less than thirty (30) days prior to the annual meeting, cause to be mailed to each member entitled to vote, a panel of candidates for the Board of Directors, which panel may number more than the number of Directors to be elected, in which latter case, the candidates receiving the greatest number of votes at the annual meeting shall be elected.
Included with the panel of candidates, shall be the names of two (2) proxies, appointed and confirmed by the Board from the Board membership. Proxies may not be candidates for election. Those members eligible to vote, but who do not attend the annual meeting may cast their votes through said proxies.

Each Director shall hold office for the term to which he is elected, except as set forth in Article XI of the Articles of Incorporation, and until his successor has been elected and qualified.

Section 3. - Election of the Board of Directors

Directors of the Corporation shall be elected only at the annual meeting by those members entitled to vote who are present in proper person or by the designated proxies who have received written authorization from members to cast their vote.

Section 4. - Vacancies

Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of the majority of the Board of Directors present and voting at any duly called meeting of the Board, provided that the members shall have the right to fill the vacancy at any special meeting called for the purpose prior to such action by the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 5. - Meeting of the Board of Directors

The Board of Directors shall meet at least four (4) times during each year, at a time and place designed by the Chairman or by request in writing by eight (8) members of the Board of Directors.

Section 6. - Notice

Notice shall be given of any meeting of the Board of Directors in person, by mail, telephone or telegraph at least seven (7) days before the meeting to each Director. Unless otherwise indicated in the notice, thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at any such meeting.
Section 7. - Quorum

A majority of the Board of Directors at any duly called meeting of the Board shall constitute a quorum.

Section 8. - Compensation

Directors shall not receive any salary or renumeration for their services in the capacity of Director. Directors shall not be held liable for the debts of the organization.

Section 9. - Informal Action by Directors

Any action required by law to be taken at a meeting of the Directors, or any action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Directors registering a vote, except where by law a greater margin of favorable votes is required.

The Board of Directors may hold meetings and conduct business over the telephone, long or local distance, and such action shall be binding providing that any action so taken is consistent with these By-laws; any action taken with consent in writing or by telephone shall be the official action of the Board.

Section 10. - Removal of a Board Member

In the event a Board member is absent from more than four (4) meetings in any twelve (12) month period, the Board shall have the right, upon a vote of majority of the members present, to remove said Board member.

Article VI.

OFFICERS

Section 1. - Appointment and Term of Office

The Officers of the Corporation shall be a Chairman, a President - Chief Executive Officer, an Executive Vice President - Chief Operating Officer, an Executive Vice President - Chief Revenue Officer, a First Vice Chairman, a Second Vice Chairman, a Treasurer, a Recording Secretary, a Corresponding Secretary and a Parliamentarian. The Board may from time to time appoint such assistant secretaries
and treasurers as it may deem necessary. All Corporate Officers provided for herein except the President - Chief Executive Officer, the Executive Vice President - Chief Operating Officer, and the Executive Vice President - Chief Revenue Officer shall be members of the Board of Directors. Each Officer except the President - Chief Executive Officer, the Executive Vice President - Chief Operating Officer, and the Executive Vice President - Chief Revenue Officer shall be elected to his/her office for a period of one (1) year or until his/her successor has been elected and qualified. The Corporation may contract with the President - Chief Executive Officer, the Executive Vice President - Chief Operating Officer, and the Executive Vice President - Chief Revenue Officer for their services. Except for the Chairman, President - Chief Executive Officer, the Executive Vice President - Chief Operating Officer, an Executive Vice President - Chief Revenue Officer, no Officer may serve for more than two (2) consecutive one (1) year terms in the same office. A vacancy in the office of any Board Member Officer shall be filed by the Board of Directors by election from the Board at any regularly constituted meeting of the Board.

Section 2. - Chairman

The Chairman shall preside at all meetings of the Board of Directors. He/she shall execute all deeds, mortgages, bonds, loan agreements, or other instruments which the Board of Directors have authorized to be executed and in general, he/she shall perform all duties as may be prescribed by the Board of Directors from time to time.

Section 3. - Vice Chairman

In the absence of the Chairman, or in the event of his/her inability or refusal to act, the Vice Chairman, in their order, shall perform the duties of the Chairman, and when so acting, shall have all the authorities of and be subject to all restrictions upon the Chairman. The Vice Chairman shall perform such other duties as from time to time may be assigned to them by the Chairman, or by the Board of Directors.

Section 4. - President - Chief Executive Officer

The President - Chief Executive Officer shall be the principal executive of the Corporation and, as such, responsible for the general supervision and control of all
of the business affairs of the Corporation. The duties of
the President - Chief Executive Officer shall include:
responsibility for executing the policies and projects of
the Institute; control over all personnel matters of the
Institute; conducting negotiation on behalf of the
Institute; executing all contracts and agreements on behalf
of the Institute.

Section 5. - Senior Executive Vice President - Chief of
Staff

The Senior Executive Vice President shall be the Chief
of Staff of the Corporation whose duties shall include:
control daily finances, operations and personnel;
administer and generate non-front gate revenues; report
directly to the President - Chief Executive Officer and
shall perform such duties as he/she directs; perform the
duties of the President - Chief Executive Officer in
his/her absence.

Section 6. - Treasurer

If required by the Board of Directors, the Treasurer
shall give a bond for the faithful discharge of his duties
in such sum and with such sureties as the Board of
Directors shall determine. This bond will be paid by the
Corporation. He shall have charge and custody of and be
responsible for all funds and securities of the
Corporation; receive and give receipts for moneys due and
payable to the Corporation from any source whatsoever, and
deposit all such moneys in the name of the Corporation in
such banks, trust companies or other depositories as shall
be selected in accordance with provision of Article VIII of
these By-laws; and in general perform all the duties
incident to the office of Treasurer and such other duties
as from time to time may be assigned to him by the Chairman
or by the Board of Directors.
Section 7. - Recording Secretary

The Recording Secretary shall keep the minutes of the meeting of the members, of the Board of Directors and of the Committees in one or more books provided for that purpose; be custodian of the corporate records and of the seal of the Corporation, and in general perform all duties incident to the office of the Recording Secretary and all such other duties as from time to time may be assigned him by the Chairman or by the Board of Directors.

Section 8. - Corresponding Secretary

The Corresponding Secretary shall see that all meeting notices are duly given in accordance with the provisions of these By-laws or as required by law; and shall keep a register of the post office address of each member; and in general shall perform all duties incident to the Officer of Corresponding Secretary, and such other duties as from time to time may be assigned to him by the Chairman or by the Board of Directors.

Section 9. - Parliamentarian

The Parliamentarian shall advise the Board on matters relating to parliamentary procedure.

Section 10. - Nomination of Officers Except President

In November or as soon thereafter as possible, the Chairman shall appoint from the Board a nominating committee of five (5) Directors, two (2) from the Executive Committee, excluding the Chairman, and three (3) from the remainder of the Board. Nominating Committee members shall not be eligible for nomination on the slate of Officers presented by the Committee. In the event that two (2) members of the Executive Committee cannot be found to serve on the Nominating Committee for the slate of Officers, any five (5) Directors, excluding the Chairman, may be appointed to serve. This Committee shall nominate a slate of Officers except President - Chief Executive Officer; Executive Vice President - Chief Operating Officer; and the Executive Vice President - Chief Revenue Officer to be presented to the Board of Directors for election no later than the January Board meeting.
Article VII.

COMMITTEES

Section 1. - Executive Committee

The Executive Committee shall be composed of the elected officers, the immediate past Chairman and the chairpersons of the standing committees. The Executive Committee shall have the right to act for the Corporation in the interim between meetings of the Board of Directors.

A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business.

The Chairman or any two (2) members of the Executive Committee may, by a three-day written notice, call a meeting of the Executive Committee.

The Executive Committee shall be headed by the Chairman of the Board.

Section 2. - Standing Committees

There shall be the following Standing Committees which members shall be appointed by the Chairman within thirty (30) days of his/her appointment as Chairman. All standing committee members shall be members of the Board of Directors. The Standing Committees are as follows:

1. Marketing
2. Nominating
3. Grounds
4. Compensation
5. Legal
6. Finance

Section 3. - Chairman

The Chairman will be the liaison and a member ex-officio of all of the Standing Committees.

Section 4. - Other Committees

Other committees may be designated by the Board of Directors or the Chairman when said committee is deemed necessary. The Chairman shall appoint the chairman and
members of these committees and they shall serve until discharged by the Chairman.

Section 5.

Any committee meeting, except Executive Committee meetings, will be open to any Board Member in a non-voting capacity if he or she is not a member of that committee.

Article VIII.

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. - Contracts

The Board of Directors may authorize any Officer or Officers to enter into contracts or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. - Checks, Drafts, Etc.

All checks, drafts or other such orders for payment of money issued in the name of the Corporation shall be signed in such manner as shall be from time to time determined by the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer, or in that person's unavailability, any Officer or other person approved by the Board of Directors previously.

All promissory notes or other evidences or instruments of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, and in such manner as shall be from time to time determined by the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer, or in that person's unavailability, any Officer, and countersigned by any person approved by the Board of Directors.

Section 3. - Deposits

All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, and other depositories as the Board of Directors may select.
Section 4. - Gifts and Grants

This Corporation will solicit funds for the Audubon Park and Zoo or for any other projects that the Corporation shall deem worthy in its opinion.

Article IX.

BOOKS AND RECORDS

The organization shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and Committees and shall keep, at the registered or principal office, a record giving the names and addresses of the members entitled to vote.

Article X.

MISCELLANEOUS PROVISIONS

Section 1. - Fiscal Year

The fiscal year of the Corporation will be determined by the Board of Directors.

Section 2. - Seal

The seal of the Corporation shall be such as from time to time may be approved by the Board of Directors.

Section 3. - Resignation

Any Director, Officer or member may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Chairman or Secretary. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Article XI.

AMENDMENTS TO THE BY-LAWS

The Board of Directors shall have the right and power to alter, amend or repeal the By-laws or to adopt new By-
laws for the Corporation by an affirmative vote of the majority of the Board of Directors, subject always to the power of the members to change the action of the directors.

These By-laws may be altered, amended or repealed or new By-laws may be adopted on recommendation of a majority of the Board members present at any regular meeting or any special meeting, notice of the meeting and of its purpose having been given to all members of the Board.

Article XII.

Dissolution

Upon the dissolution of The Audubon Institute, Inc., for any reason, all remaining property, real and personal, shall not revert to any individual or member.

NEW ORLEANS, LOUISIANA, this 19 day of January, 2013.

[Signatures: Chairman, Secretary]
Subdivision III. - City Code of Ethics

Sec. 2-766. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board applies to boards, commissions, authorities, and other public bodies that are subject to the provisions of the Home Rule Charter of the city, except the city council.

(Code 1956, § 22B-21)

Cross reference—Definitions generally, § 1-2.

Sec. 2-767. - Application.

The code of ethics for the city shall apply to all officials of the government of the city, whether elected or appointed; to all employees, whether classified or unclassified; and to members and/or employees of all boards, agencies, commissions, advisory committees, public trusts, and public benefit corporations of the city.

(Code 1956, § 22B-1)

Sec. 2-768. - Purpose.

The code of ethics is established to remind each public official and employee that individually and collectively, public officials and employees must adhere to high ethical standards not simply to avoid
sanctions or criticism, but because it is the right thing to do. Standards and guidelines established by or pursuant to the code of ethics should be construed and implemented with sensitivity, integrity, and a good faith commitment to advance rather than evade or circumvent the evident or stated spirit and purpose of ethical rules. Public officials and employees should not give unduly narrow or legalistic constructions to specific provisions of applicable ethics codes, standards, or rules and regulations.

(Code 1956, § 22B-3)

**Sec. 2-769. - Responsibility of public office.**

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the constitution of the United States and the constitution of this state and to carry out impartially the laws of the nation, state and city and thus to foster respect of all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern.

(Code 1956, § 22B-2)

**Sec. 2-770. - Nonpartisanship and nondiscrimination.**

Public officials and employees should take action and make decisions based on the merits, objectively and without partisanship. In taking action and making decisions, public officials and employees should not discriminate against any person because of racial, ethnic, religious, political, sexual or personal prejudice or because of age, disability or sexual orientation.

(Code 1956, § 22B-4)

**Sec. 2-771. - Development of internal standards.**

Each department, board, office, or other agency of city government is encouraged to develop internal minimum standards of ethical conduct or behavior for situations or transactions that may be unique to the particular department, board, office or other agency. The opinions of employees and customers of the agency should be sought and used in the development of such internal standards, rules, regulations and guidelines for ethical conduct. Members of all boards and commissions of the city shall act as prudent administrators.

(Code 1956, § 22B-5)

**Sec. 2-772. - Freedom from reprisal and disclosure of improper acts.**

(a) Any public employee who reports information which the employee reasonably believes is a violation of any ordinance, statute, policy, order, rule, regulation or other ethical mandate shall be free from discipline or reprisal for reporting such acts of alleged impropriety. An employee with authority to hire and fire, supervisor, agency head, or elected official may not subject to reprisal any public employee because of such employee's efforts to disclose such acts of alleged impropriety.

(b) The provisions of this section are in addition to the protection afforded by the state code of governmental ethics and the rules of the city civil service commission to public employees who report acts of impropriety to the employee's agency head, civil service, the ethics review board, or the state board of ethics for elected officials or commission on ethics for public employees.
Sec. 2-773. - Matters of public information.

The state Public Records Law, R.S. 44:1 et seq. applies to public records of all departments, boards, offices and other agencies of city government. With certain exceptions, the records and documents in the possession of city government officials and employees are public records that citizens, the news media, and other interested parties are entitled to review and copy. When citizens make a request to review public documents, city officials and employees should respond with courtesy and as expeditiously as possible within the requirements of the state Public Records Law. Officials and employees who have questions as to whether particular information is confidential under the state Public Records Law should contact their supervisor or request assistance from the law department. The chief administrative officer shall advise all officials and employees of the provisions and requirements of the state Public Records Law.

(Code 1956, § 22B-7)

Sec. 2-774. - Other laws, rules, and policies related to standards of conduct.

City officials and employees should be generally aware that laws, rules, and policies established by the federal and state government and agencies thereof and by the chief administrative officer and supervisors in city government prescribe standards of conduct for government and city employees. Some of these rules, laws, and policies are the following:

(1) The state Code of Governmental Ethics, R.S. 42:1101 et seq., popularly known as the State Ethics Code.

(2) The state Dual Office Holding Law, R.S. 42:61 et seq.

(3) Civil Service Law, La. Const., art. 10, and the rules of the city civil service commission.

(4) Policy and circular memoranda issued by the chief administrative officer.

(5) Departmental rules and regulations issued by department heads and supervisors.

(6) The state Public Records Act, R.S. 44:1 et seq., sometimes referred to by citizens as the Freedom of Information Act.

(7) The state Open Meetings Law, R.S. 42:4.1 et seq., popularly known as the Sunshine Law.

(Code 1956, § 22B-8)

Sec. 2-775. - Dissemination of code of ethics.

The provisions of the code of ethics for the city shall be distributed to each elected or appointed official and employee of the city. Upon election or appointment to office or employment with the city, all public servants shall be given a copy of the code of ethics. The chief administrative office shall establish rules providing for the dissemination of the code of ethics.

(Code 1956, § 22B-9)
Sec. 2-776. - Specific prohibitions.

The provisions of sections 2-777 through 2-783 shall be considered as specific prohibitions applicable to city officials and/or employees and/or board members as the case may be.

(Code 1956, § 22B-21)

Sec. 2-777. - Prohibited financial interests.

No city officer or employee shall have a financial interest in any contract with the city, and no contract for professional or other services shall be awarded on the basis of fee kickbacks. For purposes of this section, the word "contract" shall include remunerative contracts to provide goods or services to the city or for public work and shall not include:

1. A contract with the city which a city official or employee is required to enter in order to receive state or federally-funded grants, loans or other public assistance, or

2. A sale of abandoned property, as defined by R.S. 33:4720.12(1), to a city employee, when said sale is approved by the mayor, the director of the department by which the employee is employed, and the city attorney, and when such sale is for the purposes of rehabilitation.

(Code 1956, § 22B-21(a); M.C.S., Ord. No. 20966, § 1, 2-6-03)

Sec. 2-778. - Leases, concessions restricted.

No lease or concession shall be granted to any corporation in which one or more city officers, employees, or board members hold or control the majority financial interest.

(Code 1956, § 22B-21(b))

Sec. 2-779. - Borrowing from, interest in contractors.

No member, officer or employee of a board shall borrow money or receive anything of value from any contractor doing business with the board. No member, officer or employee of a board shall have any interest in any contract let by the board of which he is a member.

(Code 1956, § 22B-21(c))

Sec. 2-780. - Forfeiture of board membership.

Any member of a board who shall qualify as a candidate for any public elective office or who shall accept an appointive office or position of public employment for which compensation is paid by the city shall forfeit membership on the board. The provisions of this paragraph shall not apply to ex officio board members nor to any board member who serves in such capacity by virtue of an elective office in city government.

(Code 1956, § 22B-21(d); M.C.S., Ord. No. 22810, § 1, 9-6-07)

Sec. 2-781. - Political activities.

With regard to employees in classified service, the provisions of section 4-1504 of the Charter and article 10, section 9 of the state constitution prohibit certain political activities.
Sec. 2-782. - Recusal of board members.

Except as otherwise provided in this subdivision, no member of a board, commission, advisory committee, or other entity covered by this article who is excepted from the provisions of R.S. 42:1112 of the state code of governmental ethics with regard to voting or participating in a transaction involving a charitable, religious, nonprofit educational, public service, or civic organization because of the provisions of R.S. 42:1123(1) shall vote on or participate in a transaction otherwise prohibited by R.S. 42:1112 and, in such a case, the member shall, verbally or in writing at a public meeting, announce his recusal from participation in the transaction and the reason for recusal. The intent of this section is to require recusal of board, commission, or committee members who serve on the boards of certain nonprofit corporations in cases where a conflict of interest arises. The provisions of this section shall not apply to the council. The council may provide in its rules and regulations for the recusal of its members.

Sec. 2-783. - When financial interests permitted.

Nothing in this subdivision shall deprive city officials or employees from having a financial interest in any activity or enterprise which is not in conflict with their respective positions or with any provisions of this article, the city Code, the Charter, applicable civil service or departmental rules, or applicable state or federal law.

Sec. 2-784. - Filing complaints.

(a) Any person may file a complaint concerning violations of this article with the ethics review board, the office of municipal investigation, or municipal court.

(b) Any qualified elector of the city may file a written complaint in the form of an affidavit with any member of the city council concerning violations of this article involving a member of the city council.

(c) Subject to the provisions of applicable law, members of the city council receiving complaints in the form prescribed in subsection (b) of this section may request an executive conference of all members of the city council to consider the complaint and may proceed in accordance with the Charter.

(d) Complaints concerning violations of this subdivision involving the mayor shall follow the same procedure as for those involving a councilmember, as authorized under section 3-124 of the Charter, except that a majority vote of the elected membership of the council shall be required to call a public hearing and to adopt a resolution of censure for violations under this subdivision.
I. INTRODUCTION TO THE CODE OF GOVERNMENTAL ETHICS

A. Policy Goals (R.S. 42:1101)

* To ensure the public confidence in the integrity of government
* To ensure the independence and impartiality of elected officials and public employees
* To ensure that governmental decisions and policy are made in the proper channel of the government structure
* To ensure that public office and employment are not used for private gain

B. Administration (R.S. 42:1131 et seq.)

(1) **Board of Ethics**

- Composed of 11 members; 7 appointed by the Governor; 2 elected by the Senate, 2 elected by the House of Representatives
- Initial terms are staggered, thereafter, each term is for 5 years with a 2 term limit on Board membership
- Administers the Code as to all state and local public employees, appointed members of boards and commissions, and elected officials other than judges

(2) Duties of the Board

- Issue advisory opinions interpreting the Code (R.S. 42:1134E)
- Conduct private investigations of alleged violations of the Code (R.S. 42:1134C and 1141C)
- Establish a computerized data management system (R.S. 42:1134M)
- Conduct educational activities, seminars and publish appropriate materials to provide instruction (R.S. 42:1134N)
II. KEY DEFINITIONS (R.S. 42:1102)

A. “Agency” means a department, office, division, agency, commission, board, committee, or other organizational unit of a governmental entity.

B. “Agency head” means the chief executive or administrative officer of an agency or any member of a board or commission who exercises supervision over the agency.

A. “Controlling interest” means any ownership in any legal entity or beneficial interest in a trust, held by or on behalf of an individual or a member of his immediate family, either individually or collectively, which exceeds 25 percent of that legal entity.

D. “Immediate family” as the term relates to a public servant means his children, spouses of children, brothers, sisters, spouses of his brothers and sisters, parents, spouse, and the parents of his spouse.

E. “Participate” means not only to have final decision-making authority, but to take part in or to have or share responsibility for an action of the governmental entity through approval, disapproval, decision, recommendation, the rendering of advice, investigation, or the failure to act or perform a duty.

F. “Public employee” means anyone, whether compensated or not, who is (a) an officer or official of a governmental entity who is not filling an elective office; (b) appointed by an elected official to a position to serve the government or government agency, when the elected official was acting in his official capacity; (c) engaged in the performance of a governmental function; or (d) is under the supervision or authority of an elected official or another governmental employee.

G. “Public servant” means a public employee or an elected official.

H. “Regulatory employee” means a public employee who performs the function of regulating, monitoring, or enforcing regulations of any agency.

I. “Substantial economic interest” means an economic interest which is of greater benefit to the public servant or other person than to a general class or group of persons, except the interest the public servant has in his public employment or the interest a person has as a member of the general public.

J. “Thing of economic value” means money or any other thing having economic value, except:

1. promotional items having no substantial resale value;
2. food, drink, or refreshments, including reasonable transportation and entertainment incident thereto, consumed while the personal guest of some person;
3. with reference to legislators and legislative employees only, reasonable
transportation when organized primarily for educational or informational purposes, including food and drink incidental thereto; and,

(4) salary and related benefits due to public employment.

K. “Service” means the performance of work, duties, or responsibilities, or the leasing, rental, or sale of movable or immovable property.

III. GENERAL PROHIBITIONS (R.S. 42:1111 - 1121)

NOTE: The following is a synopsis of some of the key provisions of the Code of Governmental Ethics. It is only a summary. For the official text of the provisions described below and for the text of other provisions of the Code, including information relative to exceptions to these general restrictions, refer to the Code at LSA R.S. 42:1101 et seq.

The Code of Governmental Ethics prohibits the:

A. 1111A - Receipt of a thing of economic value from a source other than the governmental entity for the performance of official duties and responsibilities.

B. 1111C(1)(a) - Receipt of a thing of economic value for the performance of a service substantially related to public duties or which draws on non-public information.

C. 1111C(2)(d) - Receipt of a thing of economic value by a public servant for services rendered to or for the following:

   (1) persons who have or are seeking to obtain a contractual or other business or financial relationship with the public servant's agency;
   (2) persons who are regulated by the public employee's agency; or
   (3) persons who have substantial economic interests which may be substantially affected by the performance or nonperformance of the public employee's official duties.

These same restrictions apply to the public servant's spouse and to any legal entity in which the public servant exercises control or owns an interest in excess of 25%.

D. 1115 – Elected officials and public employees are prohibited from soliciting or accepting a gift from the following persons:

   (1) persons who have or are seeking to obtain a contractual or other business or financial relationship with the public servant's agency; or
   (2) persons who are seeking, for compensation, to influence the passage or defeat of legislation by the public servant’s agency.

Public employees, not elected officials, are also prohibited from soliciting or accepting a
gift from the following persons:

(2) persons who conduct operations or activities regulated by the public employee's agency; or

(3) persons who have substantial economic interests which may be substantially affected by the performance or nonperformance of the public employee's official duties.

The prohibition against soliciting or accepting a gift from certain persons, extends to officers, directors, agents, or employees of such person.

The gift prohibition does not prohibit food or drink consumed as the personal guest of the person providing the food or drink, including reasonable transportation and entertainment incidental thereto. The person providing the food and drink may not provide a public servant more than $58\(^1\) of food and drink per single event. The $58 limit does not apply to a gathering held in conjunction with a meeting of a national or regional organization or a statewide organization of government officials or employees, or to a public servant of a post-secondary education attending a private fundraiser for the post-secondary institution.

The gift prohibition does not prohibit the receipt of promotional items having no substantial resale value (i.e.: cups, hats, or pens with a company’s logo).

Section §1123(26)(b) allows teachers and other school employees to accept gifts valued at $25 or less and $75 as a total in one calendar year from or on behalf of students or former students.

E. 1111E - Receipt of a thing of economic value for assisting someone with a transaction with the agency of the public servant.

F. 1112 - Participation by a public servant in a transaction involving the governmental entity in which any of the following persons have a substantial economic interest:

(1) the public servant;

(2) any member of his immediate family;

(3) any person in which he has an ownership interest that is greater than the interest of a general class;

(4) any person of which he is an officer, director, trustee, partner, or employee;

(5) any person with whom he is negotiating or has an arrangement concerning prospective employment;

(6) any person who is indebted to him or is a party to an existing contract with him and by reason thereof is in a position to affect directly his economic interests.

\(^1\) The limitation on food, drink and refreshment (R.S. 42:1115.1(C)) shall be adjusted by the Board of Ethics according to the Consumer Price Index (CPI-U) and adopted and promulgated as a rule annually.
An **elected official** may participate in the debate and discussion of a matter which could violate this provision, but only if he discloses the nature of the conflict on the record of his agency prior to his participation in the debate and discussion, and prior to any vote taken on the matter. The elected official is not allowed to vote on the matter and he must recuse himself. R.S. 42:1120.

**Appointed members of boards and commissions** may recuse themselves to avoid a violation of Section 1112. Unlike elected officials, they may not participate in the debate or discussion of the matter. They must recuse themselves from all participation. R.S. 42:1112D.

**Other public employees** who are not sole decision makers can be disqualified from transactions that would violate this prohibition. A mechanism for disqualification is found in the rules promulgated by the Board. R.S. 42:1112C.

G. 1113 – For public servants, other than legislators or appointed members of boards and commission, bidding on or entering into any contract, subcontract or other transaction under the supervision or jurisdiction of the public servant’s agency. This restriction also applies to the immediate family members of the public servant and to legal entities in which the public servant and/or his family members own an interest in excess of 25%.

- 1113B - Appointed members of boards and commissions are not only prohibited from bidding on or entering into such contracts, subcontracts or transactions under the supervision or jurisdiction of their board, but also being “in any way interested” in them. Also, the restriction applies to their immediate family members and legal entities in which they or their immediate family members have a “substantial economic interest.”

- 1113C – Legislators are prohibited from bidding on, entering into or being in any way interested in contract, subcontracts or other transactions that are under the supervision or jurisdiction of the legislative branch of government. This restriction also applies to the immediate family members of the legislator and to legal entities in which the legislator and/or his family members own an interest in excess of 25%.

- 1113D - Additional prohibition applicable to legislators, certain executive branch officials, their spouses or legal entities in which either owns an interest in excess of 5% from entering into a contract with any branch, agency, department or institution of state government, with a few exceptions.

H. 1116 - A public servant’s use of the authority of his office to compel or coerce a person to provide himself or someone else with a thing of economic value that they are not entitled to by law or the use of the authority of his office to compel or coerce a person to engage in political activity. Also, a regulatory employee is prohibited from participating in any
way in the sale of goods or services to persons regulated by his agency, if a member of his immediate family or if a business enterprise in which the regulatory employee or members of his immediate family own in excess of 25%, receives or will receive a thing of economic value by virtue of the sale.

I. 1117 - It is prohibited for a public servant or other person make a payment, give, loan, transfer, or deliver or offer to give, loan, transfer or deliver a thing of economic value to a public servant when the public servant is prohibited by the Ethics Code from receiving such a thing of economic value.

J. 1119 - Nepotism

(1) Members of the immediate family of an agency head may not be employed in the agency.

(2) Members of the immediate family of a member of a governing authority or the chief executive of a governmental entity may not be employed in the governmental entity. The term “governing authority” includes parish councils, police juries, school boards, town councils, boards of aldermen, etc.

(3) Note that the application of this restriction is not affected by whether the agency head, chief executive or governing authority member has authority over or actually participates in the hiring decision - such family members are simply ineligible for employment.

(4) Exceptions:
   (a) persons employed in violation of this rule continuously since April 1, 1980;
   (b) a person employed for one year prior to their family member becoming an agency head;
   (c) employment of a school teacher who is a member of the immediate family of the superintendent or a school board member as long as the family member is certified to teach. Annual disclosure is required and forms are available from the Ethics Administration Program office. If the required disclosure is not timely filed, a late fee assessment of $50 per day, with a maximum penalty of $1,500, may be imposed;
   (d) employment as a health care provider, of an immediate family member of a hospital service district board member or of a public trust authority board member as long as the family member is a licensed physician, allied health professional, or a registered nurse. Annual disclosure is required and forms are available from the Ethics Administration Program office. If the required disclosure is not timely filed, a late fee assessment of $50 per day may be imposed, with a maximum penalty of $1,500; or
   (e) persons employed as volunteer firefighters.
L. 1121- Post Employment

(1) During the two year period following the termination of public service as an agency head or elected official, these individuals may not assist another for compensation, in a transaction, or in an appearance in connection with any transaction involving their former agency nor may they render any service on a contractual basis to or for their former agency.

(2) During the two year period following the termination of public service as a board or commission member, these individuals may not contract with, be employed in any capacity by, or be appointed to any position by that board or commission. The Board has interpreted “board or commission” to include a collective body that shares responsibility for its actions. This would include school boards, police juries, boards of aldermen, a group of selectmen, a council, etc.

(3) During the two year period following the termination of public service as a public employee, these individuals may not assist another for compensation, in a transaction, or in an appearance in connection with a transaction involving the agency in which the former public employee participated while employed by the agency nor may the former public employee provide on a contractual basis to his former public employer, any service he provided while employed there.

IV. PROCEDURE

A. Complaints - The Board can initiate an investigation into any matter which it has reason to believe may be a violation of the Code by a 2/3 vote of its membership (8 votes). A copy of the vote, and a detailed explanation of the matter is sent to the complainant and the respondent. Additionally, the Board must consider any signed sworn complaint.

B. Investigations - The Board considers information discovered through a confidential investigation. Some cases lead to voluntary admissions of violations of the Code through the publication of a consent opinion.

V. PENALTIES

A. Agency heads have a responsibility to report possible Code violations to the Board. R.S. 42:1161A

B. Penalties that may be imposed upon a finding of a violation of the laws under the Board’s jurisdiction:

(1) Censure of an elected official or other person within its jurisdiction and imposition of a fine of not more than $10,000 per violation. R.S. 42:1153A
(2) Removal, suspension, or reduction of the pay or demotion of a public employee or other person and imposition of a fine of not more than $10,000 per violation.  R.S 42:1153B

(3) Imposition of restrictions on a former public servant and other persons to prevent appearances before the agency and to prohibit the negotiation for or entering into business relationships with the agency.  R.S. 42:1151B

(4) Rescission of contracts, permits and licenses, without contractual liability to the public, whenever the Board finds that a violation has influenced the making of such contract, permit or license, and that such rescission is in the best interest of the public.  R.S. 42:1152

(5) Order the payment of penalties if an investigation reveals that any public servant or other person has violated the Code to his economic advantage and penalties can include the amount of such economic advantage plus one half.  R.S. 42:1155A

(6) Order the forfeiture of any gifts or payments made in violation of the Code.  R.S. 42:1155B

(7) Imposition of late fees for reports that are not timely filed.  R.S. 42:1157

(8) Object to the candidacy of a person who has an outstanding fine, fee or penalty equal to or greater than $250 pursuant to the Code of Governmental Ethics for which all appeals have been exhausted.  R.S. 18:463A(2)(a)(vii)

VI. PERSONAL FINANCIAL DISCLOSURE (PFD)

A. PFDs must be filed annually by May 15th. The report must be filed each year the office or position is held and the year following the termination of the office or position. The report filed by May 15th covers activity in the prior calendar year. If you are an elected official whose term ends in January, you may be able to file your “final” personal financial disclosure statement for the days served in January, if the disclosure statement is filed on or before May 15 of the year in which your service ends. By filing this “final” personal financial disclosure statement, you are not required to file the year following the termination of the holding of such office.

B. Tier 1 PFD - Filed by persons holding statewide elected office, the secretaries of certain departments of state government, the superintendent of education, the commissioner of higher education, the president of each public postsecondary education system, and persons holding certain positions in the office of the governor.  R.S. 42:1124. The penalty for late filing is $500 per day.

C. Tier 2 PFD – Filed by state legislators, elected officials holding a public office representing a voting district with a population of 5,000 or greater, members of the Board of Ethics, the ethics administrator, and members of the Board of Elementary and Secondary Education, the superintendent of the Recovery School District, the executive director of the Louisiana Housing Corporation, and the members of the
Board of Pardons. The penalty for late filing is $100 per day. R.S. 42:1124.2.

D. Tier 2.1 PFDs – Filed by members and designees of boards and commissions which have the authority to expend, disburse or invest $10,000 or more in funds in a fiscal year, members of the State Civil Service Commission, and members of the Board of Commissioners of the Louisiana Stadium and Exposition District. The penalty for late filing is $50 per day. R.S. 42:1124.2.1.

E. Tier 3 PFDs – Filed by elected officials holding a public office representing a voting district with a population of less than 5,000 and members of the governing authority or management board of a charter school. The penalty for late filing is $50 per day. R.S. 42:1124.3.

VII. ETHICS TRAINING

Each public servant shall receive a minimum of one hour of education and training on the Code of Ethics during each year of his public employment or term of office. Newly elected officials must receive training within 90 days of taking the oath of office. Each political subdivision shall designate at least one person who shall provide information, notices, and updates to employees and officials of the political subdivision and assist the Board in any way necessary to fulfill the education requirements. (R.S. 42:1170)

(1) Persons who are public servants solely because they are an uncompensated, volunteer fireman or an uncompensated, auxiliary or reserve law enforcement officer are exempt from the training.

(2) Nonsalaried employees of hospitals operated by a hospital service are exempt unless the employee is authorized to enter into contracts on behalf of the hospital for goods or services or the duties of the employee include the supervision of another public employee.

(3) A former public servant whose public service in a calendar year lasted less than 90 days shall not be required to receive education and training.

An Elected official must receive at least one hour of Campaign Finance training during his term of office.

VIII. MISCELLANEOUS

A. It is a violation of the Code to have one or more employees on the payroll who are not rendering services for which they are being paid or having one or more employees on the payroll whose employment is prohibited by the nepotism section of the Code. R.S. 42:1161F

B. No action can be maintained by the Board more than 2 years after the discovery of the occurrence of the violation nor more than 4 years after the occurrence of the violation,
C. Judges, as defined in the Code of Judicial Conduct, are exempt from the provisions of the Code, although employees of the judge are subject to the Code. R.S. 42:1167

D. It is a violation of the Code for any public employee to be disciplined or otherwise subjected to acts of reprisal for reporting to his agency head, the Board, or any person of competent authority or jurisdiction, information which he reasonably believes is in violation of any law, order, rule, or regulation within the Board's jurisdiction or any other alleged acts of impropriety within any governmental entity. A person who is a public employee because of a contractual arrangement with a governmental entity or agency, whose contract is wrongfully suspended, reduced, or terminated as an act of reprisal for reporting an alleged act of impropriety, shall be entitled to reinstatement of his contract and receipt of any lost compensation under the terms of the contract. R.S. 42:1169

E. Attorneys who are also public servants are subject to the provisions of the Code in that capacity, notwithstanding any conflicting provisions in the Code of Professional Responsibility that might otherwise allow an attorney to engage in conduct which is prohibited by the Code.

F. No person owing any outstanding fines, fees, or penalties pursuant to the Code shall be appointed to any board or commission of the state or any political subdivision.

Contact the Ethics Administration Program for additional information at 225-219-5600 or visit our web site at is: ethics.la.gov

NOTE: This outline does not fully state the law. If interpretations of this outline conflict with the provisions of the Code of Governmental Ethics (LSA-R.S. 42:1101, et seq.), the Code will control.

Rev. -07/14

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Conflict of Interest Policy

Effective: December 9, 2008

PURPOSE: The purpose of the conflict of interest policy is to protect the Audubon Nature Institute's ("Institute") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Institute or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable institutes.

DEFINITIONS: Interested Person is any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

a. an ownership or investment interest in any entity with which the Institute has a transaction or arrangement,
b. a compensation arrangement with the Institute or with any entity or individual with which the Institute has a transaction or arrangement, or
c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Institute is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

PROCEDURES:
(1) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
(2) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
(3) Procedures for Addressing the Conflict of Interest.
   a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
   b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
   c. After exercising due diligence, the governing board or committee shall determine
whether the Institute can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Institute's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

(4) Violations of the Conflicts of Interest Policy. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the member’s response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

RECORDS OF PROCEEDINGS: The minutes of the governing board and all committees with board delegated powers shall contain:
(1) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board’s or committee’s decision as to whether a conflict of interest in fact existed.
(2) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

COMPENSATION:
(1) A voting member of the governing board who receives compensation, directly or indirectly, from the Institute for services is precluded from voting on matters pertaining to that member’s compensation.

(2) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Institute for services is precluded from voting on matters pertaining to that member’s compensation.

(3) No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Institute, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ANNUAL STATEMENTS: Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
      a. Has received a copy of the conflicts of interest policy,
      b. Has read and understands this policy,
      c. Has agreed to comply with the policy, and
      d. Understands the Institute is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

PERIODIC REVIEWS: To ensure the Institute operates in a manner consistent with charitable
purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey of information and the result of arm's length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management institutes conform to the Institute's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

USE OF PERIODIC EXPERTS: When conducting periodic reviews, the Institute may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.
Whistleblower Policy

Effective: December 9, 2008

PURPOSE: Audubon Nature Institute (hereinafter the “Organization”) requires board members, committee members and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities, and all directors, committee members and employees to comply with all applicable laws and regulatory requirements.

REPORTING RESPONSIBILITY: The Organization seeks to have an “open door policy” and encourages board members and employees to share their questions, concerns, suggestions or complaints regarding the Organization and its operations with someone who can address them properly. In most cases, a board member or committee member should present his or her concerns to the Chair of the Board. The President/CEO (CEO) is generally in the best position to address an employee’s area of concern. However, if a board member is not comfortable speaking with the Board Chair or is not comfortable with the Board Chair’s response, or if an employee is not comfortable speaking with the CEO or if the employee is not satisfied with the CEO’s response, the board member or employee is encouraged to speak with anyone on the Board whom the individual is comfortable in approaching, or to directly contact the Organization’s outside legal counsel, whose contact information can be obtained from the CEO.

RETAILIATION: No board member or employee who in good faith reports a violation of a law or regulation requirement shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable persons to raise serious concerns within the Organization prior to seeking resolution outside the Organization.

COMPLIANCE OFFICER: The CEO is responsible for investigating and resolving all employee complaints and allegations concerning violations of any ethical or legal principles or code applicable to the Organization and its employees. The Board Chair or his or her designee will take on the role if the complaint involves the CEO. If the complaint involves both the CEO and the Board Chair, outside legal counsel will carry out the functions of the Compliance Officer.

ACCOUNTING AND AUDITING MATTERS: The Finance Committee of the Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The CEO shall immediately notify the Finance Committee of any such complaint and work with the Committee until the matter is resolved.

REQUIREMENT OF GOOD FAITH: Anyone filing a complaint concerning a violation or suspected violation of the law or regulation requirements must be acting in good faith and have
reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

**CONFIDENTIALITY:** Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

**HANDLING OF REPORTED VIOLATIONS:** The CEO, or the person responsible for carrying out the CEO’s role with respect to a reported or suspected violation, will acknowledge receipt of the reported violation or suspected violation by writing a letter (or e-mail) to the complainant within ten business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.
# Document Retention and Destruction Policy

Effective: December 9, 2008

**PURPOSE:** The Audubon Nature Institute acknowledges its obligations to preserve information relating to litigation, audits and investigations and, in that vein, has established the following policy.

The information listed in the retention schedule below is intended as a guideline and may not contain all the records the Institute may be required to keep in the future. Questions regarding the retention of documents not listed in this chart should be directed to the President/CEO.

<table>
<thead>
<tr>
<th>Corporate Documents</th>
<th>Bylaws and Articles of Incorporation</th>
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<td>Corporate resolutions</td>
<td>Permanent</td>
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<td>Board &amp; committee agendas &amp; minutes</td>
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<tr>
<th>Finance and Administration</th>
<th>Financial statements (audited)</th>
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<td>Auditor management letters</td>
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<td>Payroll records</td>
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<td>Check register and checks</td>
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<td>Bank deposits and statements</td>
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<td>Chart of accounts</td>
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<td>General ledgers and journals</td>
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<td>Bank reconciliations</td>
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<td>Equipment files and maintenance records</td>
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<td>Contracts and agreements</td>
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<th>Insurance Records</th>
<th>Policies – occurrence type</th>
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<td>Policies – claims-made type</td>
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<td>Claims (after settlement)</td>
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<th>Tax Documents</th>
<th>Form 1023 submitted to IRS</th>
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<td>IRS exemption determination letter</td>
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<td>Other IRS correspondence</td>
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<td>IRS Form 990s and 990-T</td>
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<td>Employment applications</td>
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<td>IRS Form I-9</td>
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<td>Timecards</td>
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<tr>
<td>Technology</td>
<td>Software licenses and support agreements</td>
<td>7 years after all obligations end</td>
</tr>
</tbody>
</table>
Dear Chief Executive Officer:

Attached is the Louisiana Attestation Questionnaire that is to be completed by you or your staff. This questionnaire is a required part of the review/attestation engagement of Louisiana quasi-public agencies. Upon completion, the questionnaire must be presented to and adopted by the governing body, if any, of your organization by means of a formal resolution in an open meeting. The chief executive officer of a quasi-public agency without a governing body should sign the document, in lieu of such a resolution.

The completed questionnaire and a copy of the adoption instrument, if appropriate, must be given to the independent certified public accountant at the beginning of the engagement. The CPA will, during the course of his engagement, perform certain agreed-upon procedures to the responses in the questionnaire. It is not necessary to return the questionnaire to my office.

Certain portions of the questionnaire may not be applicable to your organization. In such cases, it is appropriate to mark the representation “not applicable.” However, you must respond to each applicable representation. A ‘yes’ answer indicates that you have complied with the applicable law or regulation. A ‘no’ answer to any representation indicates a possible violation of law or regulation and, as such, should be fully explained. These matters will be reviewed by the independent CPA during the course of his engagement. Please feel free to attach a further explanation of any representation.

Your cooperation in this matter will be greatly appreciated.

Sincerely,

Daryl G. Purpera, CPA, CFE
Louisiana Legislative Auditor
LOUISIANA ATTESTATION QUESTIONNAIRE
(For Attestation Engagements of Quasi-public Agencies)

________________ (Date Transmitted)

In connection with your review of our financial statements as of ____________________ and for the period then ended, and as required by Louisiana Revised Statute (R.S.) 24:513 and the Louisiana Governmental Audit Guide, we make the following representations to you. We accept full responsibility for our compliance with the following laws and regulation and the internal controls over compliance with such laws and regulations. We have evaluated our compliance with the following laws and regulations prior to making these representations.

These representations are based on the information available to us as of (date of completion/ representation).

Federal, State, and Local Awards
We have detailed for you the amount of federal, state, and local award expenditures for the fiscal year, by grant and grant year.

Yes [ ] No [ ]

All transactions relating to federal, state, and local grants have been properly recorded within our accounting records and reported to the appropriate state, federal, and grantor officials.

Yes [ ] No [ ]

The reports filed with federal, state, and local agencies are properly supported by books of original entry and supporting documentation.

Yes [ ] No [ ]

We have complied with all applicable specific requirements of all federal, state, and local programs we administer, to include matters contained in the OMB Compliance Supplement, matters contained in the grant awards, eligibility requirements, activities allowed and unallowed, and reporting and budget requirements.

Yes [ ] No [ ]

Open Meetings
Our meetings, as they relate to public funds, have been posted as an open meeting as required by R.S. 42:11 through 42:28 (the open meetings law). Note: Please refer to Attorney General Opinion No. 13-0043 and the guidance in the publication “Open Meeting FAQs,” available on the Legislative Auditor’s website at http://app1.lla.state.la.us/llala.nsf, to determine whether a non-profit agency is subject to the open meetings law.

Yes [ ] No [ ]

Budget
For each federal, state, and local grant we have filed with the appropriate grantor agency a comprehensive budget for those grants that included the purpose and duration, and for state grants included specific goals and objectives and measures of performance.

Yes [ ] No [ ]
Prior-Year Comments

We have resolved all prior-year recommendations and/or comments.

[ ] Yes [ ] No

We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the federal, state, and local grants, to include the applicable laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We will also disclose to you, the Legislative Auditor, and the applicable state grantor agency/agencies any known noncompliance that may occur up to the date of your report.

_______________________________________________Secretary_______________________Date

_______________________________________________Treasurer_______________________Date

_______________________________________________President_______________________Date
Audubon Nature Institute and Audubon Nature Institute Board Members

Annual Federal Form 990 Board Member Questionnaire

The Internal Revenue Service's Form 990, the tax form filed by tax exempt entities, is intended to increase transparency of the exempt entity's operations and financial relationships. All Board Members are asked to complete this form annually and the form will be mailed to you in January. The following questions are on the form:

1) Did you have a family or business relationship with any of the individuals listed on the reverse side of this sheet during the year ended December 31, 20__? For this purpose, a family or business relationship is defined as follows:

A Family Relationship is a spouse, domestic partner, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister.

A Business Relationship is a financial interest of any kind which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect Interested Person's judgment with respect to transactions to which the Audubon Nature Institute is a party.

Note: A Business Relationship for these purposes excludes relationships in the ordinary course of business (that is, on terms generally offered to the public) and privileged relations between attorney and client, medical professional and patient, or clergy and communicant.

If yes, please indicate the names of the individuals with whom you have a relationship and indicate the words "family" or "business" next to the name. No further information is required.

2) Have you or any of your family members had any business transactions directly with the organization, or indirectly through an organization with which you or a family member is a board member, trustee, director or owner? If so, please describe the transaction and the percent ownership if it is with a company you or your family member owns.

3) Are any of your family members employed by the organization? If so, please name the employed family member.
PURPOSE

To establish guidelines for addressing risk in order to eliminate or limit Audubon’s liability and resulting financial losses, injuries or damages to property.

POLICY

Risk Assessment & Insurance

As deemed necessary, risk assessments shall be performed and updated periodically. Based on the risk assessment, and with guidance from third party insurance brokers, Executive Staff shall analyze this information and purchase insurance to protect against potential risks. Insurance limits shall be in compliance with all relevant agreements and contracts, and policies shall be approved by the Senior Executive Vice President and Chief of Staff. The names of all relevant entities shall be included in the insurance policies. All insurance policies shall be kept on file in the Executive Office. In addition, on an ad hoc basis for each new project, project managers shall work with the Executive Office and insurance providers to ensure that the project or activity is covered under an existing policy or otherwise purchase additional insurance as necessary.

Transfer of Risk
Audubon’s risk shall be reduced by transferring risk and liability to third parties, such as contractors. Refer to the Purchasing Policy for minimum requirements and procedures.

**Management & Reduction of Risk**

Employees, volunteers, and interns are required to follow all Audubon, facility-specific and departmental-specific safety policies and guidelines, including, but not limited to:

- Emergency action plans
- Hazard communication programs
- Bloodborne pathogen programs
- Training related to injury prevention, fire extinguisher use, electrical hazards, animal escapes, snake bites, and falls
- Injury reporting protocol
- Business continuity and disaster (including hurricane) recovery plans
- Any other safety information provided through the Employee Handbook, employee intranet, training, departmental leaders, and other venues.

The Safety Committee at each facility along with third parties, as deemed necessary, are responsible for updating and communicating safety policies, providing adequate training and certification and conducting drills in compliance with regulations. Employees are directed to follow safety plans, and are encouraged to be prepared for risks through drills and training.

Annually, the Safety Committee along with a third party administrator shall perform a Safety Audit of all facilities with the objective of reducing the potential for accidents. The Audit shall yield a detailed list of any potential safety risks and corrective actions that are subsequently addressed by staff. The Audit includes verification that the prior year’s risks were appropriately addressed or reasons for not doing so have been appropriately documented, that safety policies were adequately and timely communicated, and that training, certification and drills were performed in compliance with regulations and internal policies. The Safety Committee is responsible for ensuring that each safety risk identified is appropriately addressed or appropriately documents reasons for not doing so. In addition to ongoing internal inspections, including Accident Investigation, USDA (United States Department of Agriculture) annually inspects all areas where species covered under the Animal Welfare Act are housed, exhibited, or where any staff preparations are conducted for the care of covered species and AZA (Association of Zoos and Aquariums) performs a detailed examination of all facilities and processes as part of the accreditation process required every five years. Audubon is also subject to OSHA (Federal Occupational Safety and Health Administration) standards, Animal Welfare Act, as well as local fire and other municipal codes and ordinances. Finally, Audubon is also active in AZA and other professional organizations to constantly pursue best practices and improve internal safety standards.

Additionally, employees, volunteers, and interns are required to follow policies relating to ethical standards, social media, and other potential risk areas. These policies shall be reviewed and updated timely as needed.

**Business Continuity**

Business continuity and disaster recovery plans are reviewed annually, updated as needed and provided to FEMA (Federal Emergency Management Agency) in advance of hurricane season. A library of these plans is maintained and is available to all staff.

**Claims Administration**
Audubon shall investigate, evaluate, settle, and litigate claims in a way that minimizes damages in coordination with third party administrators and legal counsel. Employee injury protocol is in the Employee Handbook, which is administered by Human Resources. Guest related injuries are reported by First Responders who follow detailed procedures as outlined in their Standard Operating Guidelines. Guest related reports and any claims are processed by the Executive Office with assistance from external legal counsel. Guests are directed to follow posted safety signs, the instructions of employees and use good judgment.
PURPOSE

To establish guidelines to ensure that proper procedures and controls exist to promote the responsible management of assets.

POLICY

It is the responsibility of every employee to be good stewards of Audubon funds, which includes safeguarding assets, generating revenue, efficiently and effectively expending funds, accurately recording transactions, budgeting, and managing operations according to the Mission and Strategic Plan of Audubon Nature Institute as well as all legal requirements.

PROCEDURE

*Accounting Policies and Procedures*

*Accounting Policies and Procedures* and internal controls shall be evaluated for sufficiency and efficacy on an ongoing basis and, at a minimum, shall address the following:

- Safeguarding assets
- Managing all revenue streams including receiving, processing and disbursing funds and accurately recording all transactions
- Ensuring procurement procedures, including authorization of expenditures, are sufficient to ensure purchases are made efficiently and in compliance with all applicable laws and guidelines
- Purchasing card and executive expenditures and review procedures
- Payroll procedures and reviews
- Accounting close process and management’s review of financial statements
- Appropriate segregation of duties for all of the above areas such that one individual does not control all aspects of a transaction or event. Key duties and responsibilities shall be segregated such that one individual does not perform two or more stages of a transaction, including: authorizing transactions, processing and recording transactions, reviewing transactions and handling related assets.

**Budgeting**

Management has the responsibility to create and manage the budget, which shall be reviewed, submitted to the Board of Directors, and monitored by Executive Staff. The objectives of the budgeting process are to carry out strategies and objectives, guide implementation of ideas and plans, compel proper planning, establish a framework for responsible accounting and motivate employees to improve performance. The budgeting process is an integral part of the internal control system and ensures transparency, oversight and accountability.

The budgeting process begins with Executive Staff formulating objectives and assumptions for the following year based on the **Mission** and **Strategic Plan**. These objectives and assumptions are then communicated to Departmental Leaders along with any significant changes in programs or policies. Department Leaders use this information, along with historical information and experience, to input budgets that are then reviewed by Finance and Executive Staff. The budget and budget assumptions are submitted for approval to the Finance Committee and the Audubon Nature Institute Board of Directors and presented to the Audubon Commission. Approved budgets are then distributed to Department Leaders for implementation.

To allow departments and the organization to be responsive to changes, should significant deviations occur in the key assumptions on which the budget was based, the budget shall be adjusted at mid-year and approved by the Audubon Nature Institute Board of Directors. Should policies, programs or departmental strategies need to be adjusted to reflect the new budget, this shall be communicated timely. Subsequent to any changes reports shall show comparison to original budget and amended budget.

**Management Review**

Management’s reviews shall be ongoing, timely and disaggregated enough to allow for sufficient monitoring of assets and performance. Management reviews the actual and planned results to ensure accountability, transparency and control of all departments and programs and allows for better, real-time decision-making.

Demonstrating fiscal responsibility is an important factor in each employee’s annual performance appraisal, which promotes cost effectiveness and encourages them to look for opportunities to increase sales and control costs.

Staffing levels are managed by each department, reviewed by each Vice President and determined by considering budgets, needed resources depending on the season, guest service priorities, management of overtime and other factors. Executive Vice Presidents have sufficient judgment to approve the hiring of individuals in unbudgeted positions as necessary and within the confines of the **Hiring Policy**. The ultimate approval of hiring new positions or increasing a pay rate is ultimately approved by the Chief of Staff.
Management shall also monitor and evaluate implementation of capital projects. Monitoring the status of capital projects helps to ensure progression occurs as planned, problems such as delays in key milestones and cost overruns are identified early enough to take corrective action, funds are available when needed and legal requirements are met. Key Executives shall be provided with status updates at least monthly.

**Internal Controls and Auditing**

Internal controls as stated in *Policies and Procedures* shall be maintained to ensure efficient operations, safeguarding of assets, completeness and accuracy of financial information and the prevention and detection of fraud.

Internal Audit is authorized to have complete and unrestricted access to all functions, records, property and personnel. Internal Audit is a division of Operations and reports to the Executive Team unless issues or circumstances warrant reporting directly to the Chief Executive Officer or legal counsel. Internal Audit performs audits and investigations on behalf of Executive Staff and the Board of Directors; performs management, financial and procedural reviews; and monitors the design, implementation and ongoing use of internal controls. External specialists are also utilized as necessary and the annual financial statement audit shall be performed by an independent auditor.
PURPOSE

To define expenditures that may be approved and/or incurred on behalf of the Audubon Nature Institute (ANI) or the Audubon Commission (the Commission) by the President & Chief Executive Officer (CEO) and the Senior Executive Vice President & Chief of Staff (COS) of ANI in their role as officers of the ANI and Audubon Nature Institute Foundation Board of Directors, which is responsible for managing and operating the Commission’s facilities. To additionally define the proper coding and review of those expenses.

The roles and responsibilities of the CEO and COS and other Executive Staff include conducting business with and entertaining community leaders, industry professionals and business executives from local, national and international organizations, and further requires the solicitation of philanthropic gifts from potential donors. This is accomplished through incurring or approving expenses related to travel, entertainment or other expenditures on behalf of ANI or the Commission. As such, these expenses are essential and have a valid business purpose. As with all Audubon expenses, these expenses must be made carefully and with due consideration for the necessity of the expenses in connection with conducting Audubon business as well as the appropriateness of the amount of the expense.

PROCEDURES

*CEO & COS Expenditures*
The following key reviews and internal controls are in place to ensure executive-level expenditures are in compliance and in line with Audubon’s mission:

1. The CEO and COS shall not utilize an Audubon Purchasing Card but instead shall incur costs personally and request reimbursement via check. Executive-level expenditures may be made on their behalf using an Audubon Purchasing Card but those expenditures shall follow the controls stated below as well as those in the Purchasing Guidelines and Procedures. Reimbursements and Purchasing Card purchases on their behalf are subject to stringent review and approval based on Procurement Signature Authorities in the Purchasing Guidelines and Procedures, which requires the CEO to approve all costs incurred by the COS and vice versa.

2. The CEO and COS expenditures are submitted for detailed review and reimbursement quarterly using the Travel/Business Expense Report and check requisition. The Executive Assistant compiles the itemized receipts and prepares the report that is reviewed and approved by the CEO/COS before being reviewed and approved by the COS/CEO.

3. The Compliance Analyst and the Director of Finance also review and approve all executive expenditures and coding for appropriateness and compliance prior to approving check requisitions, which are then also reviewed by Accounts Payable for accuracy prior to processing the reimbursement.

4. All expenditures incurred by the CEO or COS or by other employees, including the Executive Assistant, on behalf of the CEO or COS that are over $100 are also reviewed quarterly, via letter, by the Chairman of the Board of Directors for ANI or the Commission, based on coding. The letter is prepared by the Executive Assistant and reviewed by the Director of Finance and the Compliance Analyst to ensure that all applicable expenses are included. The Chairmen review expenditures for appropriateness and should the Chairmen have any questions about or issue with the expenditures or their coding, they are instructed to notify the Executive Assistant.

5. The Executive Assistant and the Director of Finance are responsible for investigating and resolving any issues.

The letter to the Chairmen shall include the amount, names, title and/or affiliation of all attendees and business purpose and enclosed shall be copies of itemized receipts. A copy of the letter sent to the Chairmen is maintained by the Executive Assistant. Once approved and any issues are resolved, the letter shall be signed by the Chairman and returned to the Executive Office.

The dollar threshold for review by the Chairmen is determined, based on judgment and risk assessment, by the Compliance Analyst. The Compliance Analyst shall review all executive expenditures under the threshold and ensure there are no splitting of transactions or manipulation to keep the expenses below the threshold. The Compliance Analyst will periodically review the threshold to verify that the threshold amount is appropriate. The Compliance Analyst may change the threshold, based on judgment and risk assessment, and shall notify the Chairmen of the change via letter. Based on their judgment, the Executive Assistant and Executives may also include other expenses for review by the Chairmen.

Expenses must be incurred and approved according to ANI’s Purchasing Guidelines & Procedures. Generally, the exceptions to that policy are as follows: the purchase of alcohol, the purchase of flowers, appropriate, reasonable or de minimus token gifts and miscellany, and certain guidelines for travel and entertainment. These exceptions shall be based on the discretion and approval of the CEO and COS and reasonable considering the occasion and purpose.

Commission, ANI check requests shall be separate and each check request must include the following:
Business Meals for Executive Employee’s Spouse or Partner

In the course of normal business operations, it may be necessary for Executive Staff to entertain clients, community leaders, donors, or other professionals. Executive Staff is allowed to include the meal expenditures of their spouse/partner when there is a clear business purpose for the meal and the guest’s spouse/partner is also in attendance. Itemized receipts for these expenditures are mandatory and this exception only applies to meals. Audubon’s Travel & Business Meal Policy shall be adhered to when expending funds on business meals.

Additional Procedures Related to Purchasing Cards

Other ANI employees, who are granted Audubon Purchasing Cards based on the Purchasing Guidelines & Procedures, are encouraged to make any necessary business purchases on the Audubon Purchasing Card. All cardholders must attend purchasing training prior to receiving a card and must adhere to the Travel & Business Meal Policy. These expenditures and their coding are reviewed and approved monthly by the cardholder’s supervisor, based on the approved Organizational Chart. The Purchasing Cards of Executive Staff are reviewed by the COS. All charges are subject to a monthly random review by the Purchasing Card Review Committee, which is comprised of members of Finance and Purchasing Departments as well as the Compliance Analyst. Any questionable charges are investigated and issues are timely resolved. The Purchasing Card has the following additional controls:

1. Spending limits that are set by each cardholder’s Procurement Signature Limit, which are based on their title and are approved by their supervisor.
2. Monthly and daily spending limits and reviews to prevent splitting charges.
3. Spending reports can be run in real-time to ensure compliance.
4. Cardholders are only allowed to purchase from certain types of vendors and must obtain special approval for any vendors outside of the norm.

Additional Purchasing Controls

- Annually, all expenditures are subject to detailed review by Audubon’s external auditors during the annual, independent financial statement audit.
- Annually, as part of their evaluation of accounting policies and the design, implementation and maintenance of Audubon’s internal controls, the external auditors review relevant policies and procedures stated herein. Additionally, we request that the external auditors annually review the Director of Finance’s and Compliance Analyst’s review of executive expenditures for independence and effectiveness.
- As stated in the Code of Ethics, the Audubon Team observes high standards of business and personal ethics in the conduct of their responsibilities and complies with all applicable laws and regulations. Audubon Nature Institute is committed to integrity, ethical behavior, and the highest moral conduct. In connection with this “tone at the top,” Audubon has an established Whistleblower Policy that allows board members and employees to share questions, concerns, suggestions or complaints.
regarding the organization and its operations with someone that can address them properly.

- Commissioners are required to file an annual Financial Disclosure Statement with the Louisiana Board of Ethics.
- ANI and Audubon Nature Institute Foundation have a written Conflict of Interest policy that is regularly monitored to ensure that the policy is being followed.
- Annually, ANI Board members and Commissioners attest to the Louisiana Legislative Auditor that they follow certain, relevant laws and regulations.
- Monthly, Finance performs an analytical review comparing actual expenses to budget and prior year expenses.
- The Financial Statements, which include these expenses, are reviewed on a monthly basis by Senior Management.
- The Financial Statements are audited by an independent auditor annually.
PURPOSE

As a complex organization, Audubon communicates with a wide range of stakeholders on numerous topics utilizing multiple channels that are adapted to the message and the audience. The purpose of this policy is to identify the primary communicators and channels for governance and public affairs matters. Promotional, marketing, fundraising, customer, vendor and membership communications and advertising are directed by appropriate departments.

POLICY

The President of Audubon Commission presides over meetings of Audubon Commission and any other public meetings related to capital projects. He or she may participate as a speaker for press conferences related to major projects and initiatives. Audubon staff briefs the President and provide remarks as necessary for each meeting.

The Chairman of Audubon Nature Institute Board presides over meetings of Audubon Nature Institute Board and delivers a report of major achievements at the annual member meeting held in May. He or she may participate as a speaker for press conferences related to major projects and initiatives. Audubon staff briefs the Chairman and provide remarks as necessary for each meeting.

Audubon Commission and Audubon Nature Institute Board members relate information from the community to the Audubon Nature Institute Chief Executive Officer. They are provided information on programs and projects from the CEO by email, mail and at meetings so that they may talk about developments with their community associates. They are encouraged to follow Audubon on social media platforms and share Audubon posts with their social networks.
Audubon Nature Institute CEO serves as the organization's primary spokesperson for media quotes, significant employee communications, and specialized messages to elected officials, donors, members, and other influencers. These messages may be prepared by relevant department staff but must be approved by the CEO's office through submission to the CEO's executive assistant at least three days prior to publication date. Messages may be edited for tone, content or grammar in order to present a professional public image for Audubon. Messages are delivered by publications, letters, email, social media, broadcasts or meetings.

Employees are prohibited from having contact with the media on behalf of or regarding Audubon without prior approval from the Public Relations department and must direct any media requests for interviews or comments to the PR department. PR staff will either represent Audubon or identify the best content expert for each story. PR staff will prepare and provide media alerts and releases for significant activities, programs and projects. PR will actively seek media coverage and will host press conferences to address issues or promote initiatives. The Purchasing and Marketing departments may also communicate with the public via advertisements pursuant to their respective functions.

Community Stakeholders

Community stakeholders are welcome to share their thoughts at the public Audubon Commission meetings, through phone calls to Info Central at (504) 581-4629 or (800) 774-7394, and through emails to air@auduboninstitute.org. Info Central staff responds to phone calls and emails or routes them to the appropriate staff as needed.

Community stakeholders may also request information pursuant to the Louisiana Public Records Law, La. Rev. Stat. § 44:1, et seq. Requests shall be made to the PR department who routes the requests to executive staff and attorneys, as necessary. Based on direction from executive staff, the attorneys work with the appropriate staff to generate a response. All responses shall be reviewed by executive staff and attorneys, as deemed necessary by executive staff, prior to being released.
PURPOSE

To ensure Audubon Nature Institute seeks to hire the most qualified and best available applicants for all positions in order to help us Celebrate the Wonders of Nature.

POLICY

All position requisitions and pay ranges will be evaluated by the Department leader and Human Resources and ultimately approved by the Senior Executive VP and Chief of Staff (COS). No department or individual has the authority to employ anyone without adherence to these procedures.

PROCEDURES

Position Requisition Approval

Department leaders are required to obtain authorization prior to starting the hiring process, whether it is for replacement, additions to current staff, new positions or temporary positions. They shall complete a Human Resources Position Requisition form and submit it to Human Resources. Department leaders are responsible for determining whether the position was budgeted for or not, evaluating whether the position fits within Audubon’s overall strategic plan and other factors including: the necessity of the position; length of employment need; departmental labor budget variances; general labor market conditions; and the cost of not hiring for the position, for example the necessity to incur future overtime. Human Resources reviews recommended job classification, pay rates, and position title and, once approved, sends to the respective Vice President for review and
approval. Human Resources reviews each Requisition for reasonability and ensures that pay rates are within the compensation structure. All Requisitions must ultimately be approved by the COS. Once finalized, the Requisition shall be sent to Human Resources for processing. Human Resources is not authorized to initiate action to fill any position until appropriate Executive approval is acknowledged on the Human Resources Position Requisition form. Any desired increase above the approved salary range subsequent to approval by the COS shall go back to him for re-approval.

**Recruitment**

Following receipt of the fully approved Human Resources Position Requisition form, authorized vacancies will be posted at Audubon Nature Institute facilities and on the employee intranet for employee consideration. Subsequently, in order to attract a diverse population of candidates, appropriate advertising and recruiting procedures will be initiated based upon the minimum position requirements, as specified within the job description. Refer to Job Description Policy for further information.

**Interviewing**

The Executive Team has delegated the responsibility to select qualified individuals pursuant to Audubon Brand expectations and job qualifications to the Department leader and Human Resources. Applicants are screened and interviewed by the person hiring for the department, as designated by the Department leader. The hiring decision shall be based on the qualifications identified in the job description. Applicants of guest-driven departments will be interviewed through a panel interview process as deemed necessary by Human Resources.

**Selection and Pre-Offer Screening**

Once the hiring decision has been made, per the Pre-Employment Procedures, the responsible team member notifies Human Resources who generates and extends a conditional offer of employment stating the pay and the other key job parameters. The offer is conditional on the applicant satisfactorily completing a background investigation and drug screening in accordance with the Drug Free Workplace Policy. After receipt of favorable results of screenings, the applicant is notified and Human Resources schedules the start date and New Hire Orientation date.

**ADDITIONAL PROCEDURE FOR NON-EMPLOYEES**

**Independent Contractors**

Separate and specific authorization must be given by either an Executive VP or above and Human Resources for the use of an independent contractor. Independent contractors must follow the same pre-employment procedures that include a background investigation and drug screening. This does not apply to security detail contractor workers, temporary labor or other services that are incurred through the Purchasing Department.

**Interns**

Interns shall be administered through the Volunteers Department. Any intern that receives remuneration must be administered through Human Resources. Interns must follow the same pre-employment procedures that include a background investigation and drug screening.
PURPOSE

Audubon Nature Institute (ANI) acknowledges its obligations to preserve information relating to litigation, financial records, contracts, audits and investigations.

POLICY

Employees shall exercise diligence and care in preserving records and they must be kept for the periods of times specified in the Retention Schedule. If an item is not included in the Retention Schedule and no period is otherwise specified by law or insurance, the records shall be preserved and maintained for a period of three (3) years from the date on which it was created. No documents shall be destroyed or deleted if pertinent to any ongoing or anticipated government investigation, proceeding or private litigation or as required to comply with government auditing standards (Single Audit Act). Employees shall confirm with Executive Administration, Legal Counsel and/or Human Resources regarding any current or foreseen litigation prior to destroying documents. Questions regarding the retention of documents should be directed to the Chief Executive Officer.

Retention Schedule

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<tr>
<th>Corporate Documents</th>
<th>Bylaws and Articles of Incorporation</th>
<th>Permanent</th>
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</thead>
<tbody>
<tr>
<td>Corporate resolutions</td>
<td></td>
<td>Permanent</td>
</tr>
<tr>
<td>Board &amp; committee agendas &amp; minutes</td>
<td></td>
<td>Permanent</td>
</tr>
<tr>
<td>Conflict of Interest forms</td>
<td></td>
<td>7 years</td>
</tr>
<tr>
<td>General</td>
<td>Contracts and agreements, including any correspondence and supporting documents</td>
<td>7 years after all obligations end</td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
<td>Retention Period</td>
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<td>General correspondence</td>
<td>General correspondence, including electronic mail</td>
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<tr>
<td>Transitory correspondence*</td>
<td>Transitory correspondence*, including electronic mail</td>
<td>No requirement to retain</td>
</tr>
<tr>
<td>Development</td>
<td>Endowment gift instrument showing donative intent</td>
<td>Permanent</td>
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<tr>
<td>Donation records</td>
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<td>10 years</td>
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<tr>
<td>Restricted donations</td>
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<td>10 years after end of restrictions</td>
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<tr>
<td>Records related to Federal, State</td>
<td>Records related to Federal, State or Municipal grants, claims or reimbursements</td>
<td>Minimum of 3 years after close out or according to agreement language</td>
</tr>
<tr>
<td>Finance</td>
<td>Audited financial statements</td>
<td>Permanent</td>
</tr>
<tr>
<td>Audit correspondence</td>
<td></td>
<td>7 years</td>
</tr>
<tr>
<td>Payroll records</td>
<td></td>
<td>7 years</td>
</tr>
<tr>
<td>Checks and supporting documentation</td>
<td></td>
<td>7 years</td>
</tr>
<tr>
<td>Bank deposit records and statements</td>
<td></td>
<td>7 years</td>
</tr>
<tr>
<td>Chart of accounts</td>
<td></td>
<td>7 years</td>
</tr>
<tr>
<td>General ledgers and journals</td>
<td></td>
<td>7 years</td>
</tr>
<tr>
<td>Bank reconciliations</td>
<td></td>
<td>7 years</td>
</tr>
<tr>
<td>Equipment files and maintenance records</td>
<td></td>
<td>7 years after disposition</td>
</tr>
<tr>
<td>Insurance Records</td>
<td>Policies – occurrence type</td>
<td>7 years</td>
</tr>
<tr>
<td>Policies – claims-made type</td>
<td></td>
<td>7 years</td>
</tr>
<tr>
<td>Accident reports</td>
<td></td>
<td>7 years</td>
</tr>
<tr>
<td>Claims (after settlement)</td>
<td></td>
<td>7 years</td>
</tr>
<tr>
<td>Records related to Federal claims</td>
<td></td>
<td>Minimum of 3 years after close out or according to the claim letter</td>
</tr>
<tr>
<td>Tax Documents</td>
<td>Form 1023 submitted to IRS</td>
<td>Permanent</td>
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<tr>
<td>IRS exemption determination letter</td>
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<td>Permanent</td>
</tr>
<tr>
<td>Other IRS correspondence</td>
<td></td>
<td>Permanent</td>
</tr>
<tr>
<td>IRS Form 990s and 990-T</td>
<td></td>
<td>6 years</td>
</tr>
<tr>
<td>Annual Registration Statements</td>
<td></td>
<td>6 years</td>
</tr>
<tr>
<td>Human Resources</td>
<td>Employee personnel files</td>
<td>7 years</td>
</tr>
<tr>
<td>Federal and State tax withholding information</td>
<td></td>
<td>7 years</td>
</tr>
<tr>
<td>Workers Compensation records</td>
<td></td>
<td>7 years</td>
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<tr>
<td>Employment applications</td>
<td></td>
<td>3 years</td>
</tr>
<tr>
<td>Timecard records</td>
<td></td>
<td>3 years</td>
</tr>
<tr>
<td>USCIS Form I-9s</td>
<td></td>
<td>1 year after end of service</td>
</tr>
<tr>
<td>Interview notes</td>
<td></td>
<td>1 year</td>
</tr>
<tr>
<td>Technology</td>
<td>Software licenses and support agreements</td>
<td>7 years after all obligations end</td>
</tr>
</tbody>
</table>

*Transitory correspondence are records that have limited or no administrative value and may be disposed of or deleted immediately. Examples include junk e-mails not related to ANI work, listserv or other e-mail broadcasts that require subscription (including newspapers), reminders for meetings and events and personal, non-work related correspondence. Refer to the *Electronic Communications Policy* for further information on electronic correspondence.*
PURPOSE

The purpose of this policy is to identify the process for approving and periodically reviewing the compensation of Executive Staff of Audubon Nature Institute (ANI).

POLICY

The compensation of contracted Executive Staff shall be approved by the Executive and Compensation Committees.

The Compensation Committee, consisting of the ANI Board Chairman, Vice-Chairman, Immediate Past Chairman and Treasurer, shall meet every three (3) years or prior to contract expiration, whichever is shorter. The Compensation Committee shall be provided with the following for their review:

1. Compensation analysis from comparable zoos, aquariums, museums, and other national attractions.
2. Independent salary and benefit studies of other similar entities including for-profit and not-for-profit organizations, IRS Form 990s of similar organizations or documented phone calls with similar organizations.
3. Six (6) year history of the Personal Service Agreement, outlining raises, length of term and any notable changes.
4. Most recent Compensation Survey conducted by the Association of Zoos & Aquariums (AZA) that compares the salaries of the Officers with that of similarly qualified individuals, in comparable positions at similar organizations, with a comparable number of facilities, annual visitation, staffing and operating budgets.

This information shall be compiled by Staff and overseen by the Chairman, who shall act independently without undue influence from the contracted Officers.
The Compensation Committee shall make and approve a resolution to set the base salary and benefits.

The resolution of the Compensation Committee shall then be presented to the ANI Executive Committee for final approval. The Executive Committee is authorized by the ANI Board to enter into the Personal Services Contract with the Officers.

The ANI Board, as executed by the Chairman, shall enter into a written Personal Services Agreement (or amended Agreement) with the Officers.