

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE OAKLAND ZOO AND
NEIGHBORHOOD REPRESENTATIVES OF
SOUTH HILLS NEIGHBORHOOD ASSOCIATION AND
KNOWLAND PARK HIGHLAND ASSOCIATION**

This Memorandum of Understanding is made and entered into as of the fourth day of December, 1998 by and between the Oakland Zoo (hereinafter "Zoo") and Neighborhood Representatives of South Hills Neighborhood Association and Knowland Park Highland Association (hereinafter "Neighbors").

WHEREAS, it is both to the Neighbors' and Zoo's advantage to screen and separate contact between zoo visitors and the adjacent residents; and

WHEREAS, it is both to the Neighbors' and Zoo's advantage to maintain a two-way communication pipeline, and both wish to maintain it.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

DRAINAGE and EROSION

The Zoo and Neighbors will work with the City to insure that the final plan protects the California 1820 development area and the neighborhood.

SECURITY/SAFETY/EMERGENCY MANAGEMENT

- A. The Zoo will provide a copy of the Zoo Emergency Preparedness Plan to the Neighbors upon request. The Zoo and Neighbors will work together to educate the neighbors for implementation of the plan, using written documentation provided by the Zoo and a phone tree provided by the Neighbors.
- B. The Grizzly Bear exhibit has been relocated to the off-site breeding location and will not be visible from surrounding homes due to intervening topography and new landscaping that will screen the exhibit. Other exhibits included within the River Exhibit will remain at the proposed location. Predators dangerous to humans will never be located in the River Exhibit. The River Exhibit will be designed to meet applicable seismic safety requirements.
- C. The Zoo will work with Neighbors to demonstrate the safety of the enclosures with respect to natural disasters.

TRAM ROAD PLACEMENT

- A. The tram road will be relocated on the southeastern portion of the loop to the approximate location indicated on the signed, attached map, Exhibit A. This location is approximate and subject to modification due to the requirements of the civil engineer, soils engineer and possible seismic requirements. However, the tram road will be in the approximate location as shown on the revised site plan (November 6, 1998) and the final location will be approved by the Zoning Administrator subject to Condition of Approval #4 attached to case file CM97-25.
- B. It is to both the Neighbors' and Zoo's advantage to screen and separate visual and audible contact between tram passengers and adjacent residents.
- C. Neighbors will be informed in advance of plans to introduce new predators dangerous to humans to the California 1820 Exhibit and will be invited to comment.

PERIMETER FENCE

- A. The perimeter fence location indicated on the map is approximate and a good faith effort will be maintained to insure this fence location barring unforeseen complications in the fence installation and layout. It is to both the Neighbors' and Zoo's advantage to screen the fence from or make it invisible to zoo visitors and immediate neighbors as much as possible. The two upper hills will be reserved for neighbors to have unimpeded access to hike to the top of both knolls and between the knolls.

PARKING

- A. The Zoo will work with the community to evaluate options for additional parking as the need arises.
- B. The Zoo will work on reevaluating the design of the main parking lot to maximize the landscaped buffer without decreasing the amount of parking spaces and maximize the number of parking spaces. The Zoo is currently widening the loop road adjacent to the Center for Science and Education with the intent to provide additional parking spaces. The Zoo will not build any multi-story parking structures.

TRAFFIC

- A. Zoo drive will be designed for two-way traffic resulting in a net decrease in exiting traffic onto Malcolm Avenue/106th Avenue.
- B. When the traffic exiting the Zoo is heavy (peak hour or emergencies) traffic will be directed to one exit or the other (Golf Links Road or 106th Avenue) in order to balance the traffic flow. If this solution is insufficient, the Zoo and Neighbors will work with the City to seek other options. Two-way traffic on the Zoo drive and the Golf Links Road exit will be available at all times.

- C. The Sheldon/106th Avenue gate will be closed from 8:00 pm to 6:00 am daily and on zoo holidays except for special events when the gate will be closed 30 minutes after the end of the event.
- D. Within six months of the signing of this agreement, the Zoo will relocate the tire shredder at the Sheldon/106th Avenue gate to a location further uphill on the exit road in order to reduce noise to the adjacent residences on Sheldon Street.

OTHER ENVIRONMENTAL IMPACTS

- A. Dogs will be allowed in the upper area, outside the perimeter fence as long as they are under physical or verbal control pursuant to the City of Oakland's animal control laws. No dogs will be allowed within the Zoo's perimeter fence, lower Knowland Park or in the Zoo parking lot.
- B. The Zoo and Neighbors recommend that Arroyo Viejo Creek be monitored for water quality near the Zoo and the City has agreed to write a letter to the appropriate agency to make that recommendation.

RELATIONSHIP BETWEEN ZOO, CITY, AND COMMUNITY

- A. It is to both the Zoo's and the neighbors' advantage to maintain a two-way communication and cooperation regarding any issues and both wish to maintain it.
- B. Newsletter - A newsletter will be prepared by the Zoo with input from the community. It will be distributed a minimum twice per year. The area of distribution will be determined by the information contained in the newsletter. The newsletter will be budgeted in the Zoo's operating budget, and it is understood that there are budgetary limitations. Content will contain construction schedules and information regarding issues that might affect the community.
- C. Neighborhood and Zoo Committee - A committee will be established comprised of Zoo staff and neighborhood representatives to meet on a regular basis to review exhibit designs, construction schedules, neighborhood complaints and suggestions, etc. The neighborhood representatives will be selected by the community. Areas surrounding Knowland Park will be represented. The neighborhood representatives will be responsible for representing issues of concern to the community, taking information back to the community and reporting back to the committee. This committee will be advisory in nature, will be permanent, and will be disbanded only upon consensus of both parties. The meetings will be open and will have an identified purpose. The meetings will have an agenda and the members will honor it.
- D. Public Meetings - Public meetings will be conducted as needed to present information on the master plan as well as any other information the Zoo Committee feels is warranted.
- E. Zoo Liaison - A Zoo liaison will be identified who will be available to the community to answer questions, follow up with complaints, comments and suggestions and provide information to the neighbors. This person will be on the Zoo staff.

- F. Enforcement/Conflict Resolution - Both sides will make an effort to contact each other regarding any perceived disagreements. The Zoo will have the opportunity to respond to problems within a reasonable period of time.

GOVERNING LAW

The laws of the State of California shall govern this Memorandum of Understanding.

NOTICES

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, by prepaid U.S. mail, certified or registered, postage addressed to recipient as follows:

East Bay Zoological Society
P.O. Box 5238
Oakland CA 94605
Phone #(510) 632-9525

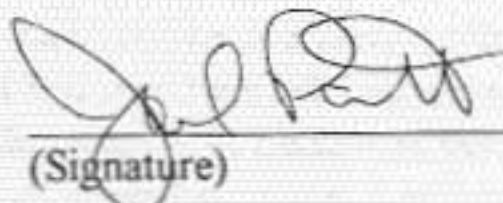
Knowland Park Highland Association
11225 Lochard St.
Oakland, CA 94605
Phone # (510) 638-7073

South Hills Neighborhood Association
10715 Mark St.
Oakland, CA 94605
Phone # (510) 569-7008

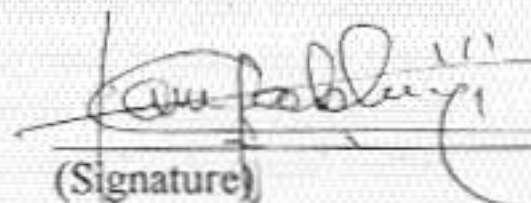
MODIFICATIONS

This Memorandum of Understanding may be modified by written agreement of all the parties.

The Oakland Zoo


(Signature) 12/4/98
(Date)

Neighborhood Representatives


(Signature) 12/4/98
(Date)


(Signature) 12/4/98
(Date)

WSC

(Signature)

12/4/98

(Date)

Tom K. Kline

(Signature)

12/21/98

(Date)

(Signature)

(Date)

(Signature)

(Date)