

CITY OF OAKLAND



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Office of Parks and Recreation

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Dr. Joel J. Parrott, DVM
Executive Director
East Bay Zoological Society
9777 Golf Links Road
Oakland, CA 94605

December 18, 1992

Dear Joel:

On September 9, 1992 the Office of Parks and Recreation received a copy of a draft ten-year contract to continue management of Knowland Park and the Oakland Zoo from the East Bay Zoological Society.

As part of the City's review process, the City Attorney, Auditor, Budget Office, Retirement Office and Finance Department were given copies of the draft contract for review and comment.

In order to proceed with a contract that satisfies the needs of the City and Society, the following areas warrant discussion. For this purpose, the draft identified as "Marked Copy" will be referred to where page numbers are denoted.

1. Page 1, line 1 - modify to read, "KNOWLAND PARK/OAKLAND ZOO AGREEMENT"
line 3 - add "is" after the word AGREEMENT.
line 10 - modify to read, "property located at 9777 Golf Links Road, Oakland, California and which is described in.."
2. Page 2, #3a,b,c - MANAGEMENT, IMPROVEMENTS AND MAINTENANCE - must clearly define the three (3) areas located at the site. Specially, there is no mention of the two (2) houses located near the entrance to the park. The agreement must describe the intended use of the buildings e.g. caretaker rental, museum, etc. Rental fees associated with the residences must also be included as part of the agreement.
3. Page 4, line 21 - add: "with City approval".
4. Page 5, line 21, - sentence rewrite: #6. FINANCING - " The Society raises funds for the maintenance, operation and improvement of the ZOO AND PARK, over and above the revenues it receives from the ZOO AND PARK programs and activities". In

order to ...

5. Page 6, line 19 - keep original sentence but modify to read quarterly reports - #7. ACCOUNTING/FUND ACCUMULATION - " The Society shall furnish the City Manager with quarterly reports, including cash flow operations and maintenance expenses for the previous quarter, total operating and maintenance expenses for the fiscal year to date, revenues for the quarter, and total revenues for the year, prepared by acceptable accounting standards and procedures for each quarter of operation during the term hereof".
6. Page 7, line 1 - keep original "ninety (90) day" language.
7. Page 8, line 11 - Insert after word 'year' the following language: "a budget, spending plan, actual expenses"...
8. Page 9, line 4 - add: "Rental fees for the Snow Building will be determined by the City Council as part of the City of Oakland's Master Fee Schedule".

Page 9, line 5 (b) - keep original paragraphs through line 14.
" Services: The Society and/or its licensees may, subject to approval of the City Council, set and determine prices for services such as shows and special performances. In securing such City Council approval, it shall be incumbent upon the Society and/or its licensees to justify the reasonableness of any of said prices or increases."

"The Society shall submit all proposed price changes regarding services to the City Council prior to the proposed change. The City shall either approve, modify, or disapprove such change".

Page 9, line 20 - Modify language to read, " All fees shall be approved by the City Council and included in the City's Master Fee Schedule prior to charging of the public".

9. Page 10, lines 11 - 27, "Sole right" language must be removed and replaced with language which gives the City ultimate approval authority for programs/entertainment and concessionaire agreements. In addition, under the CONCESSIONAIRES section, someone must be identified to perform audits annually and forward same to the Office of Parks and Recreation. The Office of Parks and Recreation must always receive a copy of all concessionaire agreements.
10. Page 12, line 2 (c) - Modify to read, "The Society shall submit to the Office of Parks and Recreation annually a written inventory of all animals. Said inventory is due at the beginning of the Society's fiscal year".

11. Page 12, #11 - Modify entire section to read; CITY SUBSIDY: "In consideration of the services to be performed by the Society for managing, operating and improving the ZOO AND PARK, and its efforts in raising and administering monies from private donations by local businesses and individuals and national and international funds, and governmental contributions from the East Bay Regional Park District to the Society, the City agrees to pay to the Society a flat amount of \$250,000.00. Such fee shall be payable to the Society annually at the commencement of each fiscal year. This annual fee does not include the services of City employees Paul Siple and Erica Calcagno. All costs and expenses of employing such persons including all wages, withholding taxes, insurance and benefits shall be paid by the Society directly".
12. Page 17, line 16 - "INSURANCE", keep original language with the 4 million dollar limit. Do not reduce coverage to 2 million.
13. Page 18, line 23 - add "shall" after the word 'an'.
14. Page 19, line 2 - Delete the word "City".
line 26 - Insert "sexual orientation".
15. Page 21, line 22 - Modify to read: "... City Council shall continually..."
16. Page 22, line 14 "PERSONAL CONTRACT" - What does "qualifications" mean? Who hires the Executive Director? These questions must be addressed as a part of this section.
17. Page 24, line 8 - Insert new section #28, "HOLDOVER: Should the Society hold over and continue maintaining and operating the ZOO AND PARK after the end of the term on this agreement, with the expressed or implied consent of the City, such holding over shall be constructed as a continuation of the agreement from month-to-month and upon the same terms and conditions as herein provided for the previous agreement. Any holdover shall terminate upon the commencement of a new agreement".

Please contact Ms. Ceda Floyd, Assistant to the Director, at 238-3092 should you have questions or wish to schedule a meeting to discuss the aforementioned items. As of this writing, the following City legislative approval schedule is in effect. The Parks and Recreation Advisory Commission (PRAC) will review and comment on the proposed agreement on Wednesday, January 27, 1993 at 4:30pm. The City Council Committee on Finance will review and comment on Tuesday, February 2, 1993 at 1:30pm; the City Council Committee on Cultural Services will discuss the proposed agreement on Tuesday, February 16, 1993 at 3:00pm. The full Council will vote on the agreement at their Tuesday, March 2, 1993 meeting, 7:30pm. All City Council Committee and Council meetings are held at the Lakeside Garden Center, 666 Bellevue Avenue, Oakland, Ca. The PRAC meeting will be held at the Office of Parks and Recreation Administrative offices located at 1520 Lakeside Drive,

Oakland, Ca.

It is important to note that the above referenced dates may be changed should discussions during the agreement drafting stage warrant.

Joel, I look forward to working with you in finalizing a ten (10) year agreement between the City and Society that will further strengthen the relationship enjoyed by both over the years.

Happy Holidays and a joyous New Year!

Ceda Floyd
H.K. White
Director
for

cc: Avon Manning, CMO
Margaret Fugoika, CAO