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KNOWLAND PARK/OAKLAND ZOO AGREEMENT

THIS AGREEMENT, entered into this 1st day of August 1982, by and between the CITY OF OAKLAND, a municipal corporation (hereinafter called "CITY"), and the EAST BAY ZOOLOGICAL SOCIETY, INC., a California nonprofit public interest corporation (hereinafter called "SOCIETY").

W I T N E S S E T H:

WHEREAS, the City is the fee owner of that certain real property restricted to park purposes and which is described in the deed known as _____ (referred to as Exhibit "A", attached and incorporated herein by reference); and

WHEREAS, the City desires to promote and aid in said property's maintenance and improvement as an educational and entertainment area consisting of, but not limited to, zoological and botanical gardens for the citizens of the City, among others; and

WHEREAS, the Society desires to maintain, operate and rehabilitate said real property consistent with the City's desire; NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

IN CONSIDERATION OF THE ABOVE RECITALS AND PERFORMANCE OF THE RESPECTIVE COVENANTS HEREINAFTER CONTAINED, the City hereby leases to the Society, which lease the Society hereby accepts, the exclusive and sole right to improve, maintain and operate the real property described in that certain deed recorded

1 on _____ at Reel _____,
2 Image _____, Official Records Alameda County,
3 upon the following terms and conditions:

4 1. FEE INTEREST: The City shall retain the fee title
5 to the above referenced real property.

6 2. TERM: The term of this agreement shall be for ten
7 (10) years commencing upon execution hereof. The City and the
8 Society may agree to extend said agreement an additional five (5)
9 years or more, subject to any modifications to the terms agreed
10 to between the parties.

11 3. MANAGEMENT, IMPROVEMENTS AND MAINTENANCE: For
12 purposes of management, improvements and maintenance, Knowland
13 Park is hereby divided into three (3) areas as shown on the map
14 entitled "Knowland Park Management, Improvements and Maintenance
15 Plan" which plan is attached and made by reference a part of this
16 Agreement as Exhibit "B".

17 (a) Upper Area: This area contains approximately
18 65 acres and is that portion of the park which lies between Golf
19 Links Road and Skyline Boulevard. The upper area is to be
20 maintained in its present natural condition as undeveloped land
21 during the contract period.

22 (b) Mesa Area: This area contains approximately
23 275 acres and is that portion of the park that lies southerly
24 of Golf Links Road and northerly of the private property from
25 Golf Links Road westerly to Maggiora. Any planning and develop-
26 ment of this area shall be done with the consultation of the

1 Knowland Park Highland Association, with consideration for the
2 special relationship between this group and the Society, and
3 with other community groups with an interest in the park, should
4 they choose to participate. Any such approved mesa development
5 shall be subject to environmental approval in accordance with
6 the rules and regulations of the City, the City Planning Commis-
7 sion and the State of California. The Society shall, during
8 the implementation of the improvements, adhere to sound business
9 and legal practices concerning the following areas: design,
10 construction, financing, supervision, building codes, regulations,
11 maintenance and other applicable laws.

12 (c) Lower Area: This area contains approximately
13 150 acres and is that portion of the Park that is generally
14 developed and contains, among other developments, the zoo. Work
15 to be initially performed in this area is attached and by
16 reference made a part of this agreement as Exhibit "C". If
17 additional work items or capital improvements are added during
18 the period of this agreement, they shall be approved by the City
19 Council. Items 1 through 10 are of the highest priority and
20 are, as a minimum, to be completed within the first five- (5)
21 year period of the agreement.

22 The Society agrees that it will not, except by
23 prior approval of the City Council, cause any development of the
24 meadow land area which is inconsistent with park and picnic uses.
25 The meadow land areas are the two (2) large cultivated turf
26 areas in the lower park. One lies north-easterly of the main

1 entrance to the park and the other southerly of the entrance
2 and north of the Baby Zoo.

3 4. AGREEMENTS: The Society and City agree that this
4 agreement supersedes all previous agreements or contracts with
5 respect to Society's operations in Knowland Park and further
6 confirms the Society's right to continue the operation of such
7 concessions; including food, rides, Baby Zoo, the Snow Building
8 and programs, and further confirms the Society's responsibility
9 for all financial obligation in relation to such agreements and
10 contracts.

11 The City agrees to deliver free of any tenants the
12 two (2) residences located on the Knowland Park property.

13 5. IMPROVEMENTS: The Society shall implement the
14 improvements in the lower area as set forth in Exhibit "C" or
15 any amendments thereto, as approved by the City Council. The
16 Society shall, during implementation of the improvements, adhere
17 to sound business and legal practices concerning the following
18 areas: design, construction, financing, supervision, building
19 codes, regulations, maintenance and other applicable laws. The
20 Society shall keep the premises free and clear from any and all
21 liens, claims, and demands for work performed, materials furnish-
22 ed, or operations conducted on said premises.

23 During the implementation of the improvements, the
24 Society shall submit all capital improvement items to the City
25 for environmental approval in accordance with the rules and
26 regulations of the City, the City Planning Commission, and the

1 State of California.

2 6. FINANCING: In order to implement said improvements,
3 the Society will necessarily be required to raise funds through
4 available methods of financing: therefore, the Society shall
5 have the right and authority to do (a), (b), (c), (d) of the
6 following during the term hereof, and, with prior approval of
7 the City Council, or its designate, (e):

8 (a) Collect and use in accordance with this agree-
9 ment all revenues collected at the park;

10 (b) Sub-license concession areas to responsible
11 parties for a period of time less than that remaining as the
12 term of the agreement;

13 (c) Charge admission and/or parking fees in accord-
14 ance with paragraph 8 (c,d) appearing hereinafter;

15 (d) Raise funds in any other lawful manner;

16 (e) Make, execute or guarantee indebtedness secured
17 by Society's improvements; but under no circumstances shall such
18 indebtedness be construed as a debt of the City, nor shall it
19 constitute in any way a lien or incumbrance on the fee of said
20 leased premises or any interest of the City in said premises.

21 7. ACCOUNTING/FUND ACCUMULATION: The Society shall
22 furnish the City Manager with a monthly statement, including
23 cash flow operations and maintenance expenses for the previous
24 month, total operating and maintenance expenses for the fiscal
25 year to date, revenues for the month, and total revenues for the
26 year, prepared by acceptable accounting standards and procedures

1 for each month of operation during the term hereof. An audit
2 shall be made annually at the Society's expense and delivered
3 to the City Manager within ninety (90) days after the end of
4 the Society's fiscal year.

5 During the term of the Agreement, the Society may
6 accumulate funds received from its operation of the park to be
7 used for the following purpose: (1) Regular operation and main-
8 tenance as the Society expands, and (2) Improvements and animal
9 acquisitions.

10 In accumulating such funds described above, an amount
11 not to exceed forty percent (40%) of the prior year's expenditures
12 may be accumulated by the Society each fiscal year into the
13 Society's Accumulating Fund. All accumulated revenues over said
14 forty percent (40%) surplus shall be deposited in a designated
15 bank account to be known as the Capital Project Fund.

16 Once sufficient funds have been accumulated in the
17 Capital Project Fund for a project or multiple projects called
18 for in their Capital Improvements Plan (Exhibit "C"), commencement
19 of the planning of such project(s) must be initiated by the
20 Society within ninety (90) days of the final date of accumulation
21 of such funds. Should the Society fail to commence the planning
22 within the ninety (90) day period prescribed, the Society shall
23 pay to the City an amount each month equal to that amount which
24 would have been earned by the City had it invested such money
25 with the City's other funds. However, the Society may delay
26 said commencement of planning if such delay is approved in

1 writing by the City Manager.

2 It is the intention of the City that the improvements
3 in Knowland Park be completed in a timely, continuous and
4 expeditious manner.

5 In order to expedite the improvements, the Society
6 shall submit to the City Council annually a capital improvement
7 resume describing its projected development for the current
8 budget year and for the next two (2) following years. Such
9 resume shall be submitted at the same time as the annual budget
10 is presented, as mentioned in Paragraph 15 (a), page 14.

11 The total amount of money to be spent annually and the
12 scheduling of development shall be the principal responsibility
13 of the Society. In the event a disagreement arises concerning
14 the resume, the Society and the City Council shall meet and
15 attempt to resolve such issues at the earliest practical time.
16 Both parties agree to act reasonably and in good faith. In the
17 event that these differences cannot be resolved, final resolu-
18 tion shall rest with the Council.

19 8. CHARGES AND FEES:

20 (a) Goods and Projects: The Society and/or its
21 licensees may set and determine prices for the Baby Zoo, child-
22 ren's rides, and goods and products sold to the public; provided,
23 however, that said prices shall not be more than those charged
24 for similar goods and products at comparable facilities, such
25 as San Diego Zoo, Sea World and Marine World/Africa U.S.A.

26 (b) Services: The Society and/or its licensees

1 may, subject to approval of the City Council, set and determine
2 prices for services such as shows and special performances. In
3 securing such City Council approval, it shall be incumbent upon
4 the Society and/or its licensees to justify the reasonableness
5 of any of said prices or increases.

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

10 (c) Parking Fees: The Society may collect and
11 receive parking fees charged to the public. Upon execution of
12 this lease, the City Council herein approves the initial parking
13 fee of Two Dollars, Fifty Cents (\$2.50) per car, and/or Five
14 Dollars (\$5.00) per bus, to be charged by the Society. Said fees
15 may be increased by the Society not more than ten percent (10%)
16 each calendar year thereafter without prior City Council approval.
17 Any increases during the term hereof contemplated that exceed
18 said ten percent (10%) shall be approved by the City Council prior
19 to its effective date.

20 (d) Admission Fees: The Society may, with City
21 Council approval, charge admission to the zoo facilities. Said
22 fees shall not exceed those charged by other similar facilities
23 such as the San Diego Zoo, Marine World/Africa U.S.A.

24 9. SOCIETY SERVICES:

25 (a) On-Going Services: A written schedule of
26 operational standards relating to the present concessions in the

1 park shall be established by the Society and shall be subject to
2 approval of the City Council prior to execution of the agreement.

3 (b) Programs and Entertainment: The Society will
4 have the sole right to provide programs and entertainment at
5 Knowland Park for the benefit of the public.

6 (c) Concessionaires: The Society shall have the
7 sole right to enter into agreements with concessionaires for the
8 sale of food, souvenirs, children's rides or animal exhibits.
9 The Society may enter into agreements with suppliers for goods,
10 food, souvenirs, materials, supplies and services related to the
11 operation of the park. Selection and award of contractors and
12 suppliers should follow the City's established policies regarding
13 awards of sub-contracts and/or selection of vendors. In the
14 event a concessionaire desires to retain ownership of improvements
15 placed or constructed on the real property, they may be allowed
16 to do so by the Society so long as the City's interest in the
17 land upon which improvements are located is not subordinate there-
18 to at any time; provided further, that, upon termination of the
19 concession, the premises shall be returned in as good a condition
20 as existed prior to commencement of construction of the improve-
21 ments.

22 10. CITY OWNED ANIMALS:

23 (a) All animals and their issue now owned by the
24 City and presently existing on the subject property shall be
25 loaned to the Society during the term hereof for its use in
26 developing and operating the premises; and the Society may, on

1 the City's account, buy, sell, trade and breed said animals during
2 the term hereof so long as the proceeds therefore are restricted
3 to the acquisition of other animals. Further, all animals and
4 their issue acquired by the Society subsequent to the execution
5 of this contract shall become the property of the City. The City
6 shall retain legal ownership of all animals and their issue at
7 the subject property. The Society shall have exclusive control
8 over and be responsible for the care, maintenance and feeding of
9 such animals, or disposing of any deceased animals. The Society
10 shall not allow at any time during the contract term, or any
11 extension thereof, the total number of animals to diminish below
12 ten percent (10%) of the total number of animals loaned to the
13 Society upon commencement of this agreement, without City Council
14 approval.

15 (b) Should the Society, from time to time, receive
16 animals by way of donation from third persons, or should the
17 Society acquire animals with its own resources, the ownership of
18 said donated animals shall immediately vest in City upon transfer
19 of possession of the Society.

20 (c) The Society shall submit an annual inventory
21 of all animals. The Society further agrees to submit to the City
22 a written quarterly update of said inventory during the term
23 hereof. Said annual inventory is due at the beginning of the
24 Society's fiscal year.

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1 11. CONTRIBUTIONS

2 (a) Personnel: The City agrees to provide to the
3 Society for the duration of this contract term the services of
4 the following four (4) employees currently employed by the City:

- 5 1. Van DeLeon
6 2. Lorne Jackson
7 3. Paul Siple
8 4. Erica Calcagno

9 Said employees will perform duties similar to those
10 duties performed by these individuals for the City at the time
11 of execution of this agreement. The City makes no guarantees,
12 however, that these four employees will remain employed by the
13 City during the entire contract term. In the event that any of
14 the above-named individuals is separated from City employment for
15 any reason during the contract term, the City shall not replace
16 the services of said employee and the Society shall, at its own
17 cost, replace those services. The Society recognizes that the
18 above-named individuals are employees of the City. As such, said
19 employees are governed by City practice, regulation, ordinance
20 or Memorandum of Understanding entered into between the City and
21 any bargaining unit to which employees have membership, including
22 any provisions for reduction in force.

23 (b) Financial: The City agrees to make available
24 to the Society those funds described in Sections 12 and 14,
25 following.

26 Commencing with the fourth year of this agreement,

1 the Society shall remit to the City a sum equal to twenty-five
 2 percent (25%) of the then current yearly costs incurred by the
 3 City in providing the services of the four above-named employees.
 4 At each subsequent year of the agreement, the Society shall remit
 5 to the City an additional fifteen percent (15%), so that by year
 6 nine (9) of the agreement, the Society pays One Hundred percent
 7 (100%) of the then current costs of maintaining the four City
 8 employees. This remittance shall be made to the City thirty (30)
 9 days before the end of the contract year in which it is due.

10 Payment Schedule

11 <u>Contract Year</u>	<u>Society Pays % of Costs of City Employees</u>
12 1	0
13 2	0
14 3	0
15 4	25
16 5	40
17 6	55
18 7	70
19 8	85
20 9	100
21 10	100

22 In the event that one or more of the above-named City
 23 employees terminates employment at the Zoo during the first
 24 three (3) years of the agreement, the remittance schedule shall
 25 be evaluated by the contract administering department (City) and
 26 an adjustment for the above-described loss of personnel may be

1 granted. This adjustment can be made by either postponing the
2 first year the remittance is due or by lessening the percentage
3 of the remittance due to the City in the fourth and fifth years
4 of the agreement.

5 12. 312 FUNDS: Upon execution of this agreement, the
6 City shall immediately relinquish to the Society the funds on
7 deposit in the "312 Fund" for the Society's use, consistent with
8 the restriction on the expenditure for capital improvements,
9 animal purchases and operations of the park, as described herein-
10 above.

11 13. EQUIPMENT: The City further agrees to lease, at
12 no cost to the Society, all equipment, supplies and tools used
13 at the site for park and zoo maintenance, excluding the equipment
14 used by the City's roving maintenance crews. The society shall
15 be responsible for the maintenance and replacement of said equip-
16 ment during the term hereof. Under termination of this lease,
17 such property, if usable, or its equivalent value, shall revert
18 to the City, unless the City declines to accept it.

19 14. ENCUMBERED FUNDS: The City has encumbered funds
20 as follows: Project 8634, \$56,675.00, Zoo entrance improvements,
21 July 1, 1973; Project 86770, \$11,850.00, Knowland Park Playground,
22 July 1, 1973; Project 86520, \$15,580.00, lower area grading and
23 engineering, March 1974. Upon execution of this agreement, the
24 City shall immediately relinquish to the Society these encumbered
25 funds and the Society shall use these funds to accomplish the
26 work for which they were appropriated.

1 15. SOCIETY OBLIGATIONS: The parties agree that it
2 is the intent of this Paragraph 15, and the subparts thereof,
3 that the Society shall be solely responsible for all maintenance,
4 management and rehabilitation of Knowland Park. Maintenance
5 includes, but is not limited to, animals, grounds, buildings,
6 equipment, security and administration and staffing thereof. The
7 Society further agrees that it will be responsible for proper
8 budget and financial reporting for those maintenance, management
9 and rehabilitation responsibilities stated hereinabove; for all
10 licenses, fees, possessory interest taxes, if applicable, and all
11 regulations relative to the care, feeding, importing and exporting
12 of animals. The Society shall pay and be responsible for all
13 charges for the furnishing of gas, water, electricity, telephone
14 service and other public utilities to the leased premises during
15 the term of this agreement and for the removal of garbage and
16 rubbish from said premises. The Society further agrees that all
17 animals at the Zoo shall be maintained in a manner consistent
18 with comparable zoo standards and in accordance with applicable
19 Federal, State, County, or City rules and regulations.

20 (a) Budgeting: Upon execution hereof, the Society
21 shall issue an annual operating budget to the City Manager for
22 review sixty (60) days prior to the beginning of the Society's
23 fiscal year, together with a capital improvement resume, as
24 described on Page 4. The City Council shall review and approve
25 the Society's budget before implementation.

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1 (b) Insurance:

2 (1) Liability Insurance - The Society agrees
3 to procure, carry and maintain at all times during the term of
4 this agreement, Comprehensive General Liability Insurance with
5 a limit of not less than Four Million (\$4,000,000.00) Dollars to
6 protect and indemnify the City of Oakland, its Councilmembers,
7 officers, agents and employees. Such coverage shall include
8 Bodily Injury, Property Damage, Product Liability, Completed
9 Operations, Auto Blanket Contractual, Personal Injury, ABC
10 Employees Excluded, Employees Added as Additional Insured,
11 Liquor Law Liability, Owners and Contractors Protective, Inci-
12 dental Medical Malpractice, Broad Form Property Damage, Cross
13 Liability or Severability of Interest Clause. The Society shall
14 designate the City of Oakland, its Councilmembers, officers,
15 agents and employees as an additional insured on said policies.

16 (2) Property Insurance - The Society agrees to
17 procure, carry and maintain at all times during the term of this
18 agreement, at Society's sole expense, property insurance coverage
19 on certain capital improvements included in this agreement in an
20 amount equal to ninety percent (90%) of the replacement cost of
21 each improvement. The City Manager or his designee may require,
22 whenever deemed necessary, a review of the insured improvements
23 as to insured values and items covered. The deductible limit of
24 this coverage is not to exceed Five Thousand (\$5,000.00) Dollars
25 per occurrence.

26 (3) Workers Compensation Insurance - The

1 Society shall provide Workers Compensation Insurance to insure
2 employees as required by the Labor Code of the State of California
3 and include employers liability with limit not less than One
4 Million (\$1,000,000.00) Dollars. The Society shall specify that
5 every volunteer is a volunteer for the East Bay Zoological Society
6 and not the City of Oakland.

7 (4) A certificate or certificates evidencing
8 such insurance coverage required herein shall be filed with the
9 City, Office of the City Manager, and Office of Parks and Recre-
10 ation, prior to the commencement of the terms of this agreement,
11 and said certificate shall provide that such insurance coverage
12 will not be canceled or reduced without at least thirty (30) days'
13 prior written notice to the City. At least thirty (30) days
14 prior to the expiration of any such policy, a certificate showing
15 such coverage has been renewed, is in the process of being renew-
16 ed, or extended, shall be filed with the City. If such coverage
17 is canceled or reduced, the Society shall within fifteen (15)
18 days after receipt of notice of such cancellation or reduction in
19 coverage file with the City a certificate showing that the
20 required insurance has been reinstated, or is in the process of
21 being reinstated, or provided through another insurance company
22 or companies.

23 16. NONDISCRIMINATION: In carrying out the maintenance
24 and improvements of the subject property, in determining the
25 appropriate fees to be charged pursuant to Paragraph 8, subpara-
26 graphs (a) through (d), the Society shall endeavor to establish

1 programs and charges that will make the subject property and
2 facilities attractive and available to all levels of economic,
3 racial and academic interest in the community, provided that the
4 Society's goal of financial self-sufficiency is not thereby
5 endangered. The Society further agrees that it shall not discri-
6minate against any employee or applicant for employment because
7 of race, religion, sex, color, national origin, age or handicap
8 and that such provisions shall include, but not be limited to, the
9 following: employment, upgrading, demotion, or transfer, recruit-
10ment or recruitment advertising, lay-off or termination, rates
11 of pay or other form of compensation, and selection for training
12 including apprenticeship. The Society shall submit to the City
13 for review a workforce profile showing the race/ethnicity and
14 sex of all current employees. Should the City determine that
15 women and minorities are under-utilized in various job groupings,
16 the City shall require the Society to submit, prior to execution
17 of the contract, an Affirmative Action Plan which sets specific
18 and attainable goals with dates for hiring and promotion to
19 correct the identified under-utilization. The City may request
20 the submission of workforce data periodically during the life of
21 the contract.

22 17. HOLD HARMLESS; Irrespective of any insurance
23 carried by the Society, the Society agrees to protect, indemnify
24 and hold the City and its officers, agents and employees harmless
25 from any and all damages and injuries arising in any manner out
26 of the performance of this agreement, including those amounts

1 not covered by any insurance carried by the Society, and to
2 defend the City in any third party lawsuits resulting therefrom.

3 18. DEFAULT BY THE SOCIETY: In the event the Society
4 defaults or fails to perform under any of the obligations here-
5 under, the City Manager shall give written notice hereof to the
6 Society expressly stating the nature of said default or non-
7 performance. The Society shall have sixty (60) days from receipt
8 of said notice to correct said default or nonperformance, and in
9 the event of the Society's failure to do so, the City, in addition
10 to any other legal or equitable rights it may have, may do any
11 or all of the following:

12 (a) Terminate this agreement upon written notice
13 to the Society; or

14 (b) Direct the Society to assign its interest in
15 and to this agreement to a party designated by the City Council
16 without compensation to the Society, or

17 (c) Perform itself whatever corrective measures are
18 deemed necessary, which cost of such services plus administrative
19 overhead shall be charged to and paid by the Society to the City
20 upon demand.

21 19. MONITORING: The City Council or its designate
22 shall have an opportunity to continually review the Society's
23 performance to insure the success and quality thereof under the
24 terms and conditions of this agreement.

25 20. ASSIGNMENT OF INTEREST: The Society shall not
26 assign this agreement, either in whole or in part, without the

1 prior written approval of the City Council. The City shall not
2 assign this agreement to a private corporation, firm or indivi-
3 dual without the prior written approval of the Society, except
4 as herein provided.

5 21. INUREMENT: This agreement shall be and is hereby
6 binding on the successors of the parties hereto.

7 22. PARKS AND RECREATION ADVISORY COMMISSION: Any and
8 all matters with respect to this agreement that require policy
9 approval by the City Council, not including administrative
10 decisions by the City Manager that need no such approval, shall
11 be first submitted to the PARKS AND RECREATION ADVISORY COMMISSION
12 which shall, in turn, submit same to the City Council in conform-
13 ance with procedures then in effect.

14 23. PERSONAL CONTRACT: The qualifications and
15 identity of East Bay Zoological Society are of particular concern
16 to the City. Because of those qualifications and identity, the
17 City has entered into this agreement. No voluntary or involuntary
18 successor in interest of the Society shall acquire any rights
19 or powers under this agreement unless so approved by the City
20 Council, and until such successor is in compliance with the
21 applicable rules, procedures and regulations of the Federal
22 Government, the State of California, the County of Alameda and
23 the provisions of this agreement.

24 24. PERMANENT IMPROVEMENTS: At the conclusion or
25 termination of the agreement, or any renewals to the agreement,
26 all permanent fixtures shall become the property of the City,

1 not use or permit the use of said premises for any unlawful
2 purpose.

3 28. WAIVER OF BREACH: The waiver by the City of any
4 breach by the Society of any of the provisions of this agreement
5 shall not constitute a continuing waiver or a waiver of any sub-
6 sequent breach by the Society either of the same or a different
7 provision of this agreement.

8 29. NOTICES: Except as otherwise expressly provided
9 by law, any and all notices or other communications required or
10 permitted by this agreement or by law to be served on or given
11 to the City by the Society or the Society by the City shall be
12 in writing and shall be deemed duly served and given when deposit-
13 ed in the United States mail, first-class postage prepaid,
14 addressed as follows:

15	<u>CITY</u>	<u>SOCIETY</u>
16	City of Oakland	East Bay Zoological Society
17	Office of the City Manager	P. O. Box 5238
18	Room 318	9777 Golf Links Road
19	1421 Washington Street	Oakland, CA 94605
20	Oakland, CA 94612	

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IN WITNESS WHEREOF, the City Manager of the City of
Oakland has caused the name of the City of Oakland to be affixed
hereto; and the East Bay Zoological Society, Inc., has caused
its name and seal to be hereunto affixed, all in quadruplicate,
the day and year first above written.

CITY OF OAKLAND
a municipal corporation

EAST BAY ZOOLOGICAL SOCIETY, INC.
a nonprofit public interest corporation

By: *McKarlina De Muntor*
Title: *Asst to the City Manager*

By: *Jay M. Ver Lee*
Jay M. Ver Lee, President

Approved as to Form and Legality

Theodore R. Saky
Assistant City Attorney

Accounting Office No. _____

File No. _____

Agreement

WITH

The City of Oakland
CALIFORNIA

For _____

Dated _____

Filed _____

Register No. _____

City Clerk

Auditor's No.