

11/13

**MASTER AGREEMENT BETWEEN THE CITY OF OAKLAND
AND THE EAST BAY ZOOLOGICAL SOCIETY**

THE OAKLAND ZOO PROJECT

This Agreement is made and entered into this 10th day of July 1992 by and between the City of Oakland, hereinafter called "CITY" and the East Bay Zoological Society, a California charitable nonprofit corporation, hereinafter called "PROJECT MANAGER".

WITNESSETH

WHEREAS, the City of Oakland, and the East Bay Zoological Society are interested in making various improvements at the Oakland Zoo, hereinafter called "PROJECT" and

WHEREAS, the PROJECT is intended to address the need for improvements to various animal exhibits; educational and informational signage; facilities; general picnic areas; and the Zoo's grounds, irrigation, and sewers identified in the 1990 Oakland Zoo/Knowland Park Master Plan; and

WHEREAS, the development of these projects would be of benefit to the Oakland Zoo, the CITY and the Oakland community at large; and

WHEREAS, the CITY, by city Council resolution, will provide one million dollars (\$1,000,000) of Measure K funds for the planning, development and construction of the PROJECT; and

WHEREAS, the CITY desires to retain the PROJECT MANAGER to plan, develop and construct the PROJECT.

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

1. **SCOPE OF SERVICES**

The PROJECT MANAGER shall:

- A. Develop plans and specifications, subject to prior review and approval by CITY, for the construction PROJECT, including but not limited to construction improvements to various animal exhibits (Siamang Island, Giraffe, Sun Bear, Phase 3 Primates, and Hamadryas Baboon); signage improvements to various exhibits and the main park entrance; facility improvements including work on the Snow Building, education center, administrative offices, gift shop, veterinary hospital, and lower park restrooms; picnic area improvements; and grounds and maintenance improvements including park

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irrigation, the installation/replacement of pathway railings, and sewer projects. Construction is to be complete by April 1, 1994 with funds provided through the Measure K **Bond Issue**. A draft architectural rendering of the proposed PROJECT is attached hereto as Exhibit A and incorporated herein by reference. The plans and specifications shall be placed on file in the Office of Park and Recreation (OPR), 1520 Lakeside Drive, Oakland, California 94612-4598, and incorporated by reference in this Agreement. Said plans and specifications shall be in conformity with all applicable Federal, State and local laws and regulations.

City shall review and approve or specify in writing the specific portions of any plans or specifications which it disapproves and the reasons therefor within 12 - 20 business days after PROJECT MANAGER's written request for such review and approval.

- B. Request and select bids in accordance with City regulations for all work necessary to design and/or construct the PROJECT in accordance with City approved plans and specifications which must be reviewed prior to bid publication. PROJECT MANAGER is authorized to use sole source vendors without publication and bidding for the design, construction and installation of artificial rock work and mid banks and for the acquisition or exotic animals. Upon the finding and determination of the City Council that one of the provisions of § 5(1) of Ordinance No. 7937 C.M.C. applies. The use of additional sole source vendors without publication and bidding for any other portions of the PROJECT may be subsequently approved by the City Council pursuant to the above sections. PROJECT MANAGER shall tender to CITY a copy of all professional service and construction contracts. The CITY's Affirmative Action and Equal Employment Opportunity Requirements shall apply in all work related to construction of the PROJECT.
- C. Manage and oversee all phases of the construction of the PROJECT in conjunction with CITY staff who will inspect and approve all phases of the PROJECT. In the event that following bidding of the PROJECT it is determined that the Measure K funds provided

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by the City herein will not be sufficient to cover completion of the PROJECT as described in the Scope of Services, the City agrees to meet and confer with PROJECT MANAGER regarding modification of the Scope of Services.

2. PROGRESS REPORT

PROJECT MANAGER shall provide the CITY at a minimum with quarterly written progress reports which will include financial information in the format specified by the CITY.

3. GENERAL PERFORMANCE

It is understood and agreed that PROJECT MANAGER will obtain services from individuals and/or companies licensed in the State of California to perform the work agreed to be performed under this Agreement and that CITY shall rely upon these special skills to do and perform this work in the most skillful manner. PROJECT MANAGER agrees to insure such performance of any and all work and the acceptance by CITY of the work performed under this Agreement does not operate as a release of PROJECT MANAGER from insuring such professional responsibility. It is PROJECT MANAGER's responsibility to comply with all local, state, and federal laws, codes, and directives including, but not limited to, the California Environmental Quality Act (CEQA), in the performance of this Agreement.

4. TIME OF PERFORMANCE

All work required pursuant to this Agreement shall commence upon receipt of written notice to proceed from the CITY. The various capital improvement projects at the Oakland Zoo shall be completed no later than April 1, 1994.

5. COMPENSATION AND METHOD OF PAYMENT

A. Maximum Compensation

The total compensation for eligible costs in accordance with this Agreement and the budget, attached hereto as Exhibit "B", and specifically made a part hereof, shall not exceed One Million Dollars (\$1,000,000). Any costs above this amount necessary for the completion of the

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work to be performed under this Agreement shall be the responsibility of the PROJECT MANAGER. Eligible costs include general development costs of plans and specifications by PROJECT MANAGER, construction costs, and administrative services which are not to exceed 15% of the total project funds, in overseeing all phases of construction.

Any requested modification to the line items of the Budget attached as Exhibit "B" shall be reviewed by the CITY. Contractor may exceed or reduce the budgeted amount for each item in the budget by not more than 10%, provided that the total contract amount is not exceeded. Any of the cost categories shown in the Budget may be exceeded by 10% of the indicated figure, provided that the total approved amount of allowable costs is not exceeded and written approval of the City is obtained. Budget modifications shall not alter:

- (1) The basic scope of services required to be performed under this Agreement;
- (2) The time period for the services to be performed under this Agreement; and
- (3) The total amount of the authorized budget of this Agreement (see Exhibit B).

B. Method of Payment

An initial payment of \$100,000 for estimated expenses to be used for the PROJECT MANAGER'S start-up costs shall be advanced by the CITY from Measure K funds upon execution of this Agreement. This amount shall not exceed 10% of the total contract amount to be awarded for this PROJECT.

PROJECT MANAGER shall document all uses of the funds and present such documentation to the CITY for approval. Subsequent to the initial advance payment, PROJECT MANAGER shall be directly paid through requisitions supported by detailed documentation that is reasonably sufficient to support payment as determined by CITY. The check issued to PROJECT MANAGER will be written to both the PROJECT MANAGER and any contractor, subcontractor, vendor, or any other person performing work in this PROJECT, in cases where reimbursement or payment is involved.

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Required requisitions and reports must be submitted to the PROJECT staff of OPR for review on or before the 10th working day of the month. The PROJECT staff for OPR will verify and approve requisitions and required supporting documents for accuracy and compliance with bond covenants ~~prior~~ to submitting them to CITY for payment. City shall release and issue it payment on or before the last day of the calendar month for all requisitions and reports submitted prior to the tenth working day of that month provided PROJECT MANAGER complies with all these requirements.

PROJECT MANAGER'S failure to comply with these requirements will cause a delay in payment and could result in termination of the Agreement. All authorized obligations incurred in the performance of the Agreement must be reported to the CITY within sixty (60) days following the termination of the Agreement. No claims submitted after the 60-day period will be recognized as binding upon the CITY for payment. Any obligations and/or debts incurred by the PROJECT MANAGER and not reported to the CITY within the 60-day period become the sole liability of the PROJECT MANAGER and the CITY is relieved of any and all responsibilities.

6. FINANCIAL CONTRIBUTION

PROJECT MANAGER acknowledges that the amount of payment by CITY under this Agreement may not pay for all of the services which PROJECT MANAGER has agreed to perform. PROJECT MANAGER agrees to raise funds through PROJECT MANAGER'S own fundraising efforts and/or provide volunteer or other inkind services using non-CITY sources.

7. WORKING FACILITIES

PROJECT MANAGER shall not be provided CITY working facilities.

8. PREPARATION OF DOCUMENTS AND OWNERSHIP

It is hereby understood that any and all documents pertaining to Oakland Zoo projects' development, and construction, including applicable "as built" drawings, will be created in accordance with generally accepted industry standards and shall be properly produced to give good reproductions. All development documents and drawings shall remain the property of CITY and shall be

delivered by PROJECT MANAGER to the CITY promptly at the CITY's request or at the termination of this Agreement, whichever is earlier.

PROJECT MANAGER shall execute appropriate documents and drawings to assign to the CITY the copyright to works created pursuant to this Agreement.

9. **FINANCIAL REQUIREMENTS**

The PROJECT MANAGER shall be accountable to the CITY for all funds requested by and released to PROJECT MANAGER pursuant to this Agreement and the disbursement thereof. PROJECT MANAGER shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles, procedures, and regulations as deemed necessary by the CITY. Such records shall be properly maintained by qualified personnel. All financial reports and schedules shall be prepared in accordance with generally accepted accounting principles and in accordance with applicable City requirements.

10. **INDEPENDENT CONTRACTOR**

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, the PROJECT MANAGER shall be, and is, an independent contractor, and is not an agent or employee of the CITY. PROJECT MANAGER has and shall retain the right to exercise full control and supervision of the services, and full control over employment, direction, compensation and discharge of all persons assisting PROJECT MANAGER in the performance of PROJECT MANAGER's services hereunder. PROJECT MANAGER shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for PROJECT MANAGER's own acts and omissions and those of PROJECT MANAGER's subordinates and employees.

11. **PREVAILING WAGES**

PROJECT MANAGER shall comply with the CITY's prevailing wage requirements, as set forth in Resolution No. 57103, for wages paid to laborers and mechanics on public works. PROJECT MANAGER shall insert similar provisions in all agreements with contractors for work covered by this

Agreement and require that all of its contractors pay prevailing wages.

12. CONSTRUCTION DOCUMENTS

Prior to the solicitation of Requests for Qualification (RFQ) and/or public distribution and advertisement for bids for the construction work on the PROJECT, PROJECT MANAGER shall submit to CITY the final plans and specifications and the proposed construction contract for the work to be performed. These documents shall be subject to the review and approval of the CITY.

13. PERFORMANCE AND PAYMENT BONDS

PROJECT MANAGER shall obtain and maintain in full force and effect until the completion of the PROJECT a performance and payment bond in the amount of one hundred thousand dollars (\$100,000.00.) To further reduce the risk of loss arising from performance and payment issues PROJECT MANAGER shall, throughout the term of this Agreement, obtain appropriate lien releases from each contractor, subcontractor and supplier immediately upon satisfactory completion and payment for their respective works.

14. TERMINATION

The CITY may terminate this Agreement immediately for cause, and without cause, upon thirty (30) days written notice of discontinuance and termination of said Agreement. Such notice shall be made in accordance with the "Notices" section of this Agreement.

15. ABANDONMENT OF PROJECT

CITY shall have the right to abandon or indefinitely postpone the PROJECT or the services for any or all of the PROJECT at any time. In such event, CITY shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, the PROJECT MANAGER shall have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing of the job. Prior to expending said time, the PROJECT MANAGER shall present to CITY a complete report of said proposed job closure and its costs, and the CITY may approve all or any part

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of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by CITY, together with any other charges outstanding at the time of termination, shall be payable by CITY within thirty (30) days following submission of a final statement by PROJECT MANAGER.

Should the project or any portion thereof be abandoned, CITY shall pay the PROJECT MANAGER for all services performed theretofore in accordance with the terms of this Agreement.

16. **BROKERS**

The PROJECT MANAGER warrants that PROJECT MANAGER has not employed or retained any broker, agent, company or person other than bona fide, full-time employees of the PROJECT MANAGER working solely for the PROJECT MANAGER, to solicit or secure this Agreement, and that PROJECT MANAGER has not paid or agreed to pay any broker, agent, company or persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. **EQUAL EMPLOYMENT PRACTICES**

PROJECT MANAGER shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws.

During the performance of this Agreement, the PROJECT MANAGER agrees as follows:

- A. The PROJECT MANAGER and PROJECT MANAGER's contractors and subcontractors will not discriminate against any employee or applicant for employment because of sex, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or handicap. The PROJECT MANAGER and PROJECT MANAGER's contractors and subcontractors will take

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affirmative action to ensure that applicants for employment and employees are treated without regard to their sex, sexual preference, race, creed, color, national origin, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROJECT MANAGER agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The PROJECT MANAGER and PROJECT MANAGER's contractors and subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of the PROJECT MANAGER, state that all qualified applicants will receive consideration for employment without regard to sex, sexual preference, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), handicap, race, creed, color or national origin.
- C. If applicable, the PROJECT MANAGER will send to each labor union or representative with whom PROJECT MANAGER has a collective bargaining Agreement, contract, or memorandum of understanding, a notice advising the labor union or workers' representative of the PROJECT MANAGER's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The PROJECT MANAGER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- E. In the event of PROJECT MANAGER's or PROJECT MANAGER's contractor's and subcontractor's noncompliance with the nondiscrimination clause of this Agreement, this Agreement may be rescinded or modified.

18. AFFIRMATIVE ACTION

- A. Professional Services Contracts: PROJECT MANAGER shall require any architect, engineer, or any other professional person or corporation, who contracts with PROJECT MANAGER to perform professional services on the PROJECT, to comply with the CITY'S Professional Services Contract Program. Said program's affirmative action goals for minority and women business participation are 40% minorities and 15% women, and establish workforce goals of 30% minorities and 15% women on a job-category by job-category basis.
- B. Construction Contracts: PROJECT MANAGER shall require any contractor who contracts with PROJECT MANAGER to perform any type of work on the PROJECT, other than as is listed in section 19A above for professional services, to comply with the CITY'S Minority and Women Business Enterprise Construction Program goals, which are 30% minority business enterprise participation and 5% women business enterprise participation, and the CITY'S affirmative action employment program provisions for Public Works Contracts which establish a goal of 50% minority participation and 6.9% women participation on a craft by craft basis.
- C. PROJECT MANAGER must meet the requirements of sections 19A and 19B if the PROJECT MANAGER performs any work itself on the PROJECT.

19. SOUTH AFRICA ORDINANCE (CITY OF OAKLAND ORDINANCE NO. 10893 C.M.S)

PROJECT MANAGER shall execute affidavits to comply with Ordinance No. 10893 C.M.S. that certify that PROJECT MANAGER shall forego any contractual relations to provide professional services to:

- A. The government of South Africa or the government of Namibia;
- B. Any business or corporation organized under the laws of South Africa or Namibia;
- C. Any business or corporation for the express purpose of assisting in operations in or trading with any public or private entity located in South Africa or

Namibia.

20. **AUDIT AND INSPECTIONS**

PROJECT MANAGER shall permit, at any time and as often as CITY deems necessary, the CITY and its authorized representatives to have access to PROJECT MANAGER's books, records, accounts and any and all data relevant to this Agreement, for the purpose of making an audit or examination for a period of four years following the fiscal year of the last expenditure under this Agreement. PROJECT MANAGER shall permit and facilitate observation and inspection of the work and records at PROJECT MANAGER's principal office and job site by CITY, its employees, agents, public authorities and other designees, during reasonable business hours. PROJECT MANAGER acknowledges that with funds from a public bond issue, all records related to expenditures are subject to public review.

21. **INDEMNIFICATION**

PROJECT MANAGER agrees to save, indemnify, defend and hold harmless, CITY, its Councilmembers, directors, officers, agents and employees from any and all claims, losses and expenses (including reasonable attorney's fees) or liability on account of damage of property or injury to or death of persons accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Agreement by the PROJECT MANAGER and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the PROJECT MANAGER in the negligent performance of this Agreement. PROJECT MANAGER shall require any party with whom it contracts, including but not limited to any contractors or subcontractors, to include an indemnification clause indemnifying the CITY. Said indemnification shall be identical to the language of this indemnification clause with respect to indemnification of the CITY.

22. **INSURANCE**

The PROJECT MANAGER shall procure and keep in force for the length of time specified in the following sections, at PROJECT MANAGER's own cost and expense, the following

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policies of insurance with companies doing business in California and which are acceptable to CITY. PROJECT MANAGER upon request shall provide CITY with copies of all insurance policies. PROJECT MANAGER shall provide City with certificates showing such policies are in force with the written under taking of each insurer to give CITY thirty (30) days prior written notice of cancellation, termination or material change of such insurance coverage. The insurance shall at a minimum include:

- A. Workers' Compensation insurance as required by the laws of the State of California during the term of this Agreement. The policy may include Employee Liability coverage with limits not less than \$1,000,000. PROJECT MANAGER shall include in all agreements with contractors, subcontractors and/or sub-subcontractors that the latter are aware of the provisions of section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. PROJECT MANAGER shall require in all agreements with contractors subcontractors, and sub-subcontractors that said contractors, subcontractors, and sub-subcontractors comply with the provisions of section 3700 of the Labor Code before commencing the performance of the work under this Agreement.

- B. Commercial General Liability insurance, including but not limited to, Personal Injury, Broad Form Property Damage, Contractual (as needed), Products and Completed Operations or Owners and subcontractor Protective Liability. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof. The policy shall be enforced to include the following:
 - 1) The CITY, its Councilmembers, directors, officers, agents and employees as additional insureds.
 - 2) The coverage afforded on behalf of the CITY shall be primary insurance and any other insurance available to the CITY under any other policies shall be in excess of the insurance required hereby.

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3) Limits of liability:

Bodily Injury - \$1,000,000 minimum
Property Damage - \$500,000 minimum

~~Combined Single Limit~~ Per Claim or
Occurrence - \$1,000,000 minimum
Personal Injury - \$1,000,000 minimum

4) If the policy is a "claims made" type policy, then the following should be included as endorsements:

- a) The retroactive date shall be the effective date of this Agreement or a prior date.
- b) The extended reporting or discovery period shall not be less than thirty-six (36) months.

C. PROJECT MANAGER shall obtain insurance coverage prior to beginning any work.

D. Automobile liability insurance, including all owned, non-owned and hired automobiles with the following minimum Bodily Injury and Property Damage - \$500,000 Combined Single Limit. The policy shall be endorsed to include the following:

The CITY, it Councilmembers, directors, officers, agents and employees, as additional insured as respects the use of owned, non-owned and hired automobiles by the contractors, subcontractors and/or sub-subcontractors, officers, employees and agents in the performance of this contract.

E. Errors and Omissions/Professional Services Liability insurance in the amount of one hundred thousand dollars (\$100,000.00). City shall be required by any subcontractors performing architectural or engineering services

F. Notification of cancellation, which at a minimum requires insurer's notification of the CITY in writing within thirty (30) days of the expiration of any "claims made" insurance, General Liability

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or Errors and Omissions insurance policy, which is cancelled or the contractor, subcontractor and/or sub-subcontractor does not renew. The contractor, subcontractor and/or sub-subcontractor further agrees to comply with all the policy terms and conditions, obtain a timely quote for the extended reporting or discovery period and promptly pay the full premium required to purchase the required extended reporting or discovery periods as required by this Agreement.

PROJECT MANAGER shall include in all agreements with contractors and subcontractors the following insurance requirements: Commercial General Liability insurance including, but limited to, Personal Injury, Broad Form Property damage, contractual, Products and completed operations or owners limits of liability in the following amounts:

Bodily Injury - \$500,000 minimum
Property Damage - \$250,000 minimum
Combined Single Limit Per Claim or
Occurrence - \$500,000 minimum
Personal Injury - \$500,000 minimum

Said policy or policies shall include a provision naming the City, its Councilmembers, directors, officers, agents, and employees as additional insured.

Additionally said policy or policies shall include a thirty (30) day written notice of cancellation to City.

23. CITY'S ASSUMPTION OF INSURANCE COSTS

In the case of the breach of any of the insurance provisions of this Agreement, CITY may, at CITY option, procure and maintain at the expense of PROJECT MANAGER, such liability and worker's compensation insurance in the name of the PROJECT MANAGER as CITY may deem proper, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to PROJECT MANAGER under this Agreement.

24. **POLITICAL PROHIBITION**

Monies paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, State or local government.

25. **RELIGIOUS PROHIBITION**

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement.

26. **CONFLICT OF INTEREST**

The following protections against conflict of interest will be upheld:

- A. PROJECT MANAGER certifies that no member of, or delegate to, the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- B. PROJECT MANAGER certifies that no member, officer, or employee of the CITY or its designees or agents, and no other public official of the CITY who exercises any functions or responsibilities with respect to the programs or projects covered by the Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- C. PROJECT MANAGER certifies that no one who has any financial interest in this Agreement or receives compensation for services from PROJECT MANAGER is related by blood or marriage within the third degree to the Mayor or any one or more of the members of the City Council, the CITY, City Manager, or the head of the department to which these services are to be provided pursuant to this Agreement.
- D. PROJECT MANAGER shall incorporate, or cause to be incorporated, in all subagreements for work to be performed under this Agreement a provision prohibiting such interests pursuant to the purposes of this section.

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27. **ASSIGNMENT**

PROJECT MANAGER shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, entity or entities whatsoever without the prior written consent of the CITY and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

28. **ATTORNEY'S FEES**

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party shall be entitled to recover its reasonable attorney's fees and costs incurred in such action from the losing party.

29. **BUSINESS TAX CERTIFICATE**

The PROJECT MANAGER shall obtain and provide proof of a valid CITY business tax certificate. Said business tax certificate will be valid prior to and to the conclusion of this Agreement.

30. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California.

31. **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. certified or registered postage, addressed to recipients as follows:

CITY: City of Oakland
475 14th Street
Oakland, California 94612
ATTN: Henry Gardner, City Manager

AND

Office of Parks & Recreation
1520 Lakeside Drive
Oakland, California 94612
ATTN: Cleve Williams
Assistant Director

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PROJECT MANAGER East Bay Zoological Society
 P.O. Box 5238
 9777 Golf Links Road
 Oakland, California 94605
 ATTN: Dr. Joel Parrott
 Executive Director

32. **MODIFICATION**

This Agreement may be modified by written Agreement of all the parties.

33. **DESIGNATED REPRESENTATIVE**

The City Manager or his designated representative shall be the person who will represent CITY in all liaisons with PROJECT MANAGER. The following individuals will be responsible for representing PROJECT MANAGER in all communications with CITY and/or others designated by the City Manager: Dr. Joel Parrott; Philip Arca, Assistant Director

34. **TAXES**

PROJECT MANAGER shall promptly provide the PROJECT MANAGER'S Tax Identification Number to CITY and agree to promptly pay all duly imposed taxes, including but not limited to, any payroll taxes and business license taxes.

35. **SIGNS AND INTERPRETIVE AIDS**

At the initiation of the Measure K project, at least one temporary sign acknowledging Measure K bond assistance shall be located on or near the project site, to the extent feasible. This sign may indicate the percentage and dollar amount financed by Measure K and non-Measure K funds. Project signs shall remain installed until the completion of the Measure K project. The costs of the required project sign are an allowable project expense for Measure K funding. Project staff within OPR shall provide assistance in developing the temporary sign display information.

36. **CONDITION PRECEDENT**

The passage by the Oakland City Council of a resolution approving this Agreement is a condition precedent to this Agreement.

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IN WITNESS WHEREOF, the CITY and the PROJECT MANAGER have executed this Agreement as of the date first above written.

EAST BAY ZOOLOGICAL SOCIETY

By: 

DR. JOEL PARROTT, DIRECTOR

THE CITY OF OAKLAND, a municipal corporation

By: 

OFFICE OF THE CITY MANAGER

DEPARTMENTAL APPROVAL:

By: 

OFFICE OF PARKS AND RECREATION

APPROVED AS TO FORM AND LEGALITY:

By: 

OFFICE OF THE CITY ATTORNEY

The Oakland Zoo
Measure K - Series I Allocation
Overall Budget Summary 1991 - 1993
 Version #3, 12/6/91

<u>Project</u>	<u>Bond Allocation</u>	<u>Other Funding</u>	<u>Total Budget</u>
SIAMANG ISLAND	\$270,000	\$79,100	\$349,100
HAMADRYAS BABOON IMPROVEMENTS	\$35,000	\$0	\$35,000
EDUCATION CENTER	\$110,000	\$1,071,500	\$1,181,500
SNOW BUILDING IMPROVEMENTS	\$35,000	\$0	\$35,000
GIRAFFE EXHIBIT REPAIRS	\$45,000	\$0	\$45,000
PHASE III PRIMATES	\$105,000	\$78,700	\$183,700
SUN BEAR IMPROVEMENTS	\$14,000	\$0	\$14,000
SIGNAGE IMPROVEMENTS			
ELEPHANT	\$16,000	\$0	\$16,000
TIGER	\$8,000	\$0	\$8,000
DIRECTIONAL	\$2,000	\$0	\$2,000
PICNIC AREA IMPROVEMENTS	\$20,000	\$0	\$20,000
MAIN PARK ENTRANCE	\$100,000	\$53,900	\$153,900
ADMINISTRATIVE OFFICE EXPANSION	\$60,000	\$33,550	\$93,550
GIFT SHOP UPGRADE	\$40,000	\$10,000	\$50,000
VETERINARY HOSPITAL IMPROVEMENTS	\$20,000	\$0	\$20,000
PARK IRRIGATION	\$47,000	\$0	\$47,000
PATHWAY RAILINGS	\$9,000	\$0	\$9,000
SEWER PROJECTS	\$15,000	\$0	\$15,000
LOWER PARK BATHROOMS	\$14,000	\$0	\$14,000
TOTAL	\$965,000	\$1,221,750	\$2,186,750

Total Funding Available Reduced by 3.5% for City Administration Fee
 Mandated 1.5% for Public Art Included in Project Budget Estimates

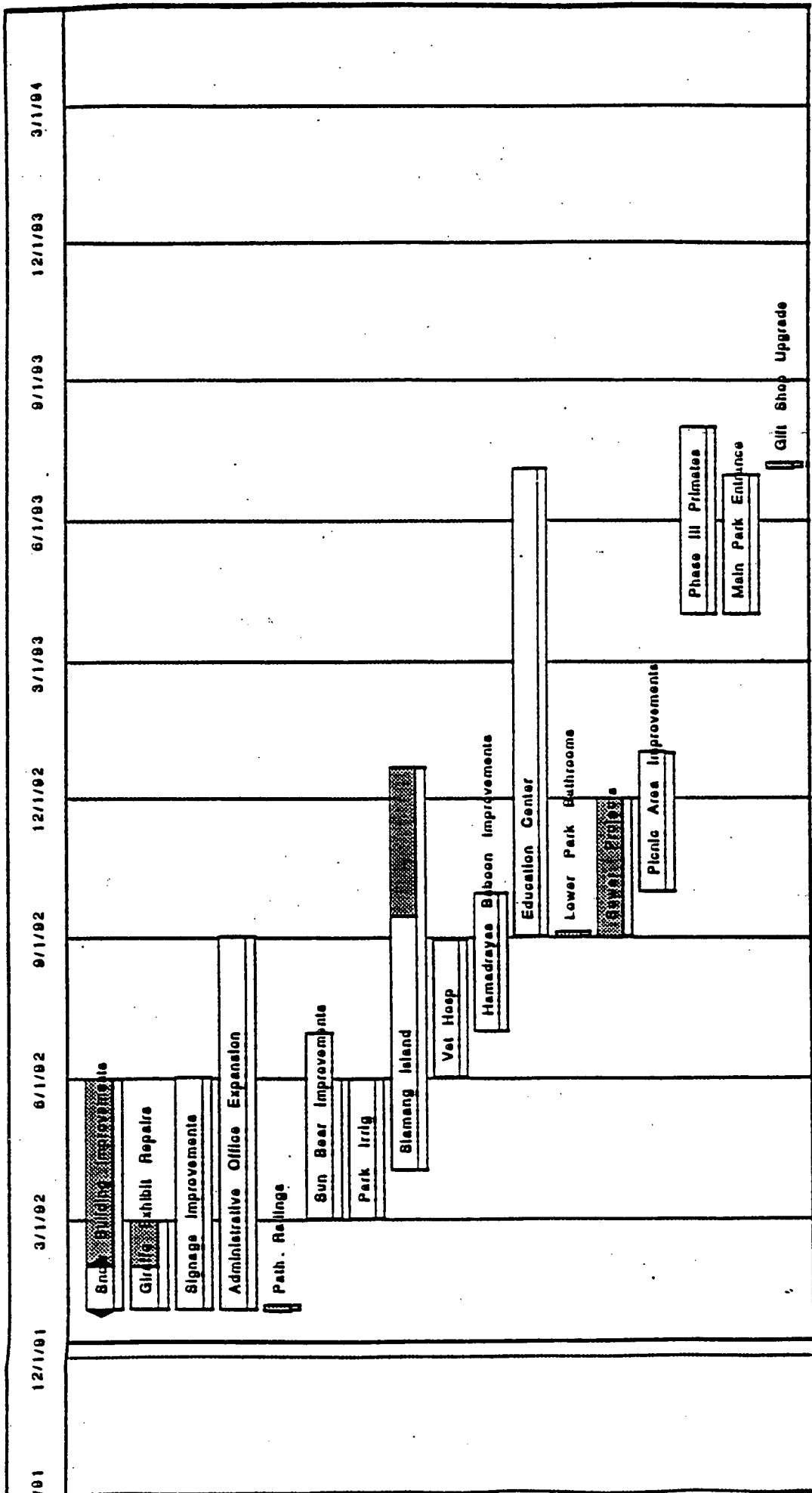
Details of Proposed Project Work

1. **Siamong Island.** Remove existing pond, railing, planting and old nighthouse concrete block nighthouse and 12 foot moat around siamang gibbons' island rockwork, mudbank, and landscaping.
2. **Hamadryas Baboon Improvements.** Remove existing nighthouse wood and granite artificial cliff-face.
3. **Environmental Education Center.** Design new 6,500 square foot education center including two classrooms, a seventy seat auditorium, docent library, education offices, animal care area, recycling demonstration area, an ecology garden, and parking space.
4. **Snow Building Improvements.** Replace roof, install landscaping, paint, and do minor miscellaneous repair work.
5. **Giraffe Exhibit Repairs.** Replace existing dry rotted roof on giraffe barn, construct giraffe loading chute and restraint device, repair leaks in the waterfall and moat.
6. **Phase 3 Primates.** Remove three monkey cages, associated concrete and asphalt; construct a large lightweight wire mesh enclosure, landscaping, and rockwork to cover the existing nighthouse facility; add new graphics; replace old nighthouse electric heaters with new gas heaters.
7. **Sun Bear Improvements.** Renovate two old concrete bowl enclosures which currently house the African lions and Sun Bears with additional rockwork, landscaping, an artificial tree, and reinforced barrier.
8. **Signage Improvements.** Provide additional education graphics for various exhibits along with additional traffic and pedestrian use directional signs.
9. **Picnic Area Improvements.** Repair existing plumbing, asphalt, barbeque pits, and resurface the picnic tables in the large group picnic areas in lower Knowland Park.
10. **Main Park Entrance.** Widen, lengthen, and improve the main entrance in conformance with the details included in the Oakland Zoo/Knowland Park Master Plan including grading and installing a new retaining wall, new asphalt, construction of new entry kiosks, and appropriate landscaping.
11. **Administrative Office Expansion.** Purchase a portable office which will be placed adjacent to the existing portable administrative offices and install interior finishings, restrooms, and a kitchen facility in the Talbot House.
12. **Gift Shop Upgrade.** Remove interior walls; install new plate glass windows, new signage, new floor surfaces, and new shelves; and paint the present education classroom and docent office upon the completion of the Education Center.

Details of Proposed Project Work

Page 2

13. **Veterinary Hospital Improvements.** Construct additional holding areas for sick and quarantined animals, remodel surgery room, remodel storage room for nursery/incubation use, and relocate employee locker room.
14. **Park Irrigation.** Install new irrigation lines into the existing EBMUD water lines for the lower park area private and group picnic areas.
15. **Pathway Railings.** Install new railing to delineate the public pathways adjacent to the elephant and lion exhibits, the skyride, and rides area.
16. **Sewer Lines.** Replace portions of the sanitary and storm sewers which have been invaded by tree roots.
17. **Lower Park Restrooms.** Redesign, upgrade fixtures, and repair plumbing problems in the lower park restrooms.





CITY OF OAKLAND
SOUTH AFRICA DIVESTMENT PROGRAM

AFFIDAVIT F

I, Joel Parrott _____, the undersigned,
 (Name)

as Director _____ of East Bay Zoological Society _____
 (Title) (Firm)

(hereinafter referred to as "Firm") am duly authorized to attest on behalf of the Firm.

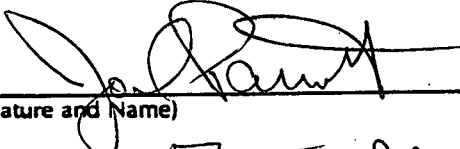
I. I certify that the policy of the Firm is to forego any contractual agreement to provide this Firm's professional services to:

- A. any business or corporation organized under the laws of South Africa or of Namibia, or
- B. any business or corporation for the express purpose of assisting in operations in or trading with any private or public entity located in South Africa or Namibia.

II. I certify that the appropriate individuals of authority are cognizant of their responsibility to notify the City Manager of the City of Oakland if the Firm subsequently enters into any contractual relationship described in Section I above, or if the policy prohibiting such contractual agreements is changed, until the system of apartheid in South Africa is dismantled and until Namibia becomes self-governing as defined in United Nations Resolution 385 (1976).

In witness whereof, the undersigned has executed this instrument on this 30th day of

July, 19 92.

 _____
 (Signature and Name) JOEL PARROTT

EAST BAY ZOOLOGICAL SOCIETY _____
 (Name of Firm)

P.O. Box 5238 _____
 (Street Address)

Oakland, CA 94605 _____
 (City, State, and Zip Code)

510 632-9525 _____
 (Phone)

Subscribed and sworn to before me this _____ day of _____, 19 ____.

 Notary Public

My commission expires _____.

PLEASE RETURN TO:
Office of Finance, Treasury Division, City of Oakland, One City Hall Plaza, Oakland, CA 94612

INSTRUCTIONS FOR AFFIDAVIT F

On July 23, 1985, the City Council of the City of Oakland, California, passed Ordinance No. 10611 C.M.S., known as the South Africa Divestment Ordinance. That Ordinance was subsequently amended and superceded by Ordinance 10893 C.M.S. adopted September 3, 1987. This Ordinance continued the prior policy for the City of Oakland concerning its business activities with companies that knowingly did business in or with South Africa or Namibia.

Under this Ordinance, the City is restricted from entering into any contractual agreement for the provision of professional or consulting services with any individual, firm, or financial institution which is willing to provide professional or consulting services to any business or corporation organized under the laws of South Africa or of Namibia, and/or to any business or corporation for the express purpose of assisting in operations in or trading with any public or private entity located in South Africa or Namibia. In order to implement this provision, the City is using Affidavit F to determine whether a potential service provider to the City of Oakland is in compliance with Ordinance 10893. Once Affidavit F and the accompanying Affidavit E (concerning provision of professional services to the government of South Africa or of Namibia) are on file with the Office of Finance, the service provider will be eligible to enter into professional or consulting service contracts with the City of Oakland.

Please review the following explanations to determine whether you as an individual or your firm can sign Affidavit F and submit it to the Office of Finance, Treasury Division.

"Professional Services" include but are not limited to investment counseling, underwriting, providing brokerage services, and acting as a trustee or escrow agent.

"Consulting Services" include but are not limited to engineering, architectural, social, demographic, accounting, auditing, or data processing services.

The phrase "for the express purpose of" should be interpreted as follows. Services that a firm provided to a corporation which happened to have a subsidiary in South Africa would not be covered by the Ordinance. They would be covered if the firm provided services to this corporation with the knowledge that these services were designated for the corporation's South African subsidiary or were to be used for investment in or trade with South Africa or Namibia. Another example would be if the firm provided services to a middle party with the knowledge that this party was acting on behalf of a South African or Namibian customer in order to circumvent your firm being directly associated with services to be used in South Africa or Namibia.

In the event a firm or individual is unable or unwilling to submit Affidavit F, said firm or individual would be considered in noncompliance with Ordinance 10893. Such firm or individual would therefore be restricted from entering into a professional or consulting services contract with the City of Oakland.

This restriction against contracting with a firm or individual unwilling to certify that it will not provide professional or consulting services to the private sector of South Africa or Namibia may be waived if the City Manager finds that a specific contract is essential to the proper functioning of the city government or that the City would incur a significant financial loss as a consequence of the restriction.

If further clarification is needed, or if you wish to modify Affidavit F, please contact the Office of Finance, Treasury Division, City of Oakland, One City Hall Plaza, Oakland, CA 94612-1999, or call 415-273-3084.



CITY OF OAKLAND
SOUTH AFRICA DIVESTMENT PROGRAM

AFFIDAVIT E

I, Joel Parrott, the undersigned,
(Name)

as Director of East Bay Zoological Society
(Title) (Firm)

(hereinafter referred to as "Firm") am duly authorized to attest on behalf of the Firm.

- I. I certify that the policy of the Firm is to forego any contractual agreement to provide this Firm's professional services to the government of South Africa or the government of Namibia.
- II. I certify that the appropriate individuals of authority are cognizant of their responsibility to notify the City Manager of the City of Oakland if the Firm subsequently enters into any contractual relationship described in Section I above, or if the policy prohibiting such contractual agreements is changed, until the system of apartheid in South Africa is dismantled and until Namibia becomes self-governing as defined in United Nations Resolution 385 (1976).

In witness whereof, the undersigned has executed this instrument on this 30th day of June, 1992.

Joel Parrott JOEL PARROTT
(Signature and Name)

EAST BAY ZOOLOGICAL SOCIETY
(Name of Firm)

P.O. Box 5238
(Street Address)

Oakland, CA 94605
(City, State, and Zip Code)

510 632-9525
(Phone)

Subscribed and sworn to before me this _____ day of _____, 19 ____.

Notary Public

My commission expires _____.

PLEASE RETURN TO:

Office of Finance, Treasury Division, City of Oakland, One City Hall Plaza, Oakland, CA 94612

INSTRUCTIONS FOR AFFIDAVIT E

On July 23, 1985, the City Council of the City of Oakland, California, passed Ordinance No. 10611 C.M.S., known as the South Africa Divestment Ordinance. That Ordinance was subsequently amended and superceded by Ordinance 10893 C.M.S. adopted September 3, 1987. This Ordinance continued the prior policy for the City of Oakland concerning its business relations with companies that knowingly did business in or with South Africa or Namibia.

Under this Ordinance, the City is prohibited from entering into any contractual agreement for the provision of professional or consulting services with any individual, firm, or financial institution which is willing to provide professional services to the government of South Africa or to the government of Namibia. In order to implement this provision, the City is using Affidavit E to determine whether a potential service provider to the City of Oakland is in compliance with Ordinance 10893. Once Affidavit E and the accompanying Affidavit F (concerning provision of professional services to the private sector of South Africa or of Namibia) are on file with the Office of Finance, the service provider will be eligible to enter into professional or consulting service contracts with the City of Oakland.

Please review the following explanations to determine whether you as an individual or your firm can sign Affidavit E and submit it to the Office of Finance, Treasury Division.

"Professional Services" shall include but not be limited to investment counseling, underwriting, providing brokerage services, and acting as a trustee or escrow agent.

"Consulting Services" shall include but not be limited to engineering, architectural, social, demographic, accounting, auditing, or data processing services.

The "government of Namibia" (also known as "South-West Africa") shall mean any public or quasi-public entity operating within Namibia, including, but not limited to, municipal, provincial, national, or other government bodies, including all departments and agencies of such bodies, public utilities, public facilities, or any national corporation in which the public sector of Namibia has a financial interest or operational responsibilities.

The "government of South Africa" shall mean any public or quasi-public entity operating within the Republic of South Africa, including, but not limited to, municipal, provincial, national, or other government bodies, including all departments and agencies of such bodies, public utilities, public facilities, or any national corporation in which the public sector of the Republic of South Africa has a financial interest or operational responsibilities, including Bantustans or so-called "independent" Homelands.

Once Affidavit E and/or Affidavit F (concerning provision of professional services to the private sector of South Africa or of Namibia) are on file with the Office of Finance, the financial institution will be eligible to receive deposits or investments from the City of Oakland.

In the event a firm or individual is unable or unwilling to submit Affidavit E, said firm or individual would be considered in noncompliance with Ordinance 10893 and therefore ineligible to enter into a professional or consulting services contract with the City of Oakland.

If further clarification is needed, or if you wish to modify Affidavit E, please contact the Office of Finance, Treasury Division, City of Oakland, One City Hall Plaza, Oakland, CA 94612-1999, or call 415-273-3084.

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

6/24/92

PRODUCER

DEALEY, RENTON & ASSOC.
100 Oak Street
P.O. Box 12675
Oakland, CA 94604-2675
510-465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Aetna Life & Casualty
COMPANY LETTER	B	Transamerica Insurance Compan
COMPANY LETTER	C	Fireman's Fund Insurance Co
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

East Bay Zoological Society
P.O. Box 5238
Oakland

CA 94605

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	FSP02768817	8/05/91	8/05/92	GENERAL AGGREGATE \$ NONE
					PRODUCTS-COMP/OP AGG. \$ 1,000,000
					PERSONAL & ADV. INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	FJ0021625693	8/05/91	8/05/92	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WP80506516	2/01/92	2/01/93	STATUTORY LIMITS
					EACH ACCIDENT \$ 1,000,000
					DISEASE-POLICY LIMIT \$ 1,000,000
					DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The City, its Councilmembers, directors, officers, agents and employees are included as additional insured. The general liability coverage is considered to be primary insurance.

CERTIFICATE HOLDER

City of Oakland
Jon Ingenthron, Risk Manager
475 14th Street, 9th Floor
Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE, RENTON & ASSOCIATES
BY *[Signature]* 291250000

1 CORPORATION



2 STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA } ss.

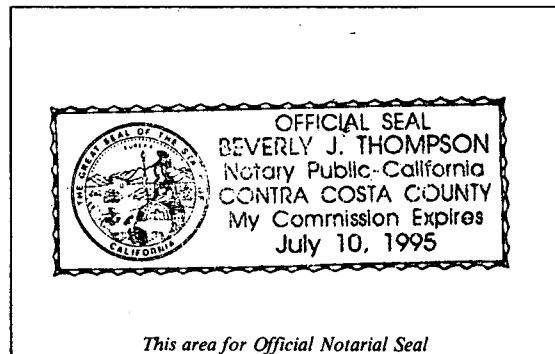
On JULY 9, 1992, before me, the undersigned, a Notary Public in and for said State,

personally appeared ALBERT E. HART

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Attorney-in-Fact on behalf of Indemnity Company of California, the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Signature



This area for Official Notarial Seal

STAPLE HERE



PERFORMANCE BOND — PUBLIC WORK

Bond No. 217787P

Premium \$ 12,000.00

KNOW ALL MEN BY THESE PRESENTS: That we, EAST BAY ZOOLOGICAL SOCIETY

As Principal, and INDEMNITY COMPANY of CALIFORNIA, a corporation duly authorized under the laws of the State of California to become surety on bonds and undertakings, as Surety, are held and firmly bound unto CITY OF OAKLAND

As Oblige in the full and just sum of

ONE HUNDRED THOUSAND AND NO/100- - - Dollars, (\$ 100,000.00), lawful money of the United States of America, to be paid to the said Oblige, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that: whereas the above bounden Principal has entered into a contract, dated JUNE 30, 1992, with the Oblige to do and perform the following work, to-wit:

THE OAKLAND ZOO PROJECT

as is more specifically set forth in said contract, to which contract reference is hereby made;

Now therefore, if the said Principal shall well and truly perform the work contracted to be performed under said contract in accordance with the plans and specifications, then the above obligation to be void, otherwise to remain in full force and virtue.

No right of action shall accrue under this bond to or for the use of any person other than the Oblige named herein.

Sealed with our seals and dated this 9TH day of JULY, 1992

EAST BAY ZOOLOGICAL SOCIETY Principal

INDEMNITY COMPANY of CALIFORNIA

BY: _____

By Albert E. Hart ALBERT E. HART Attorney-in-Fact

17780 Fitch Irvine, California 92714 (714) 263-3300

**POWER OF ATTORNEY OF
INDEMNITY COMPANY OF CALIFORNIA
AND DEVELOPERS INSURANCE COMPANY**

No 096723

P.O. BOX 19725, IRVINE, CA 92713 • (714) 263-3300

- NOTICE: 1. All power and authority herein granted shall in any event terminate on the 31st day of March, 1993.
2. This Power of Attorney is void if altered or if any portion is erased.
3. This Power of Attorney is void unless the seal is readable, the text is in brown ink, the signatures are in blue ink and this notice is in red ink.
4. This Power of Attorney should not be returned to the Attorney(s)-In-Fact, but should remain a permanent part of the obligee's records.

KNOW ALL MEN BY THESE PRESENTS, that, except as expressly limited, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, do each severally, but not jointly, hereby make, constitute and appoint

*****ALBERT E. HART, SHEILA STEVENS, GAIL FOUSHEE, JOINTLY OR SEVERALLY*****

the true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of each of said corporations as sureties, bonds, undertakings and contracts of suretyship in an amount not exceeding One Million Five Hundred Thousand Dollars (\$1,500,000) in any single undertaking; giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation; and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

The authority and powers conferred by this Power of Attorney do not extend to any of the following bonds, undertakings or contracts of suretyship:

Bank depository bonds, mortgage deficiency bonds, mortgage guarantee bonds, guarantees of installment paper, note guarantee bonds, bonds on financial institutions, lease bonds, insurance company qualifying bonds, self-insurer's bonds, fidelity bonds or bail bonds.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, effective as of September 24, 1986:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY** have severally caused these presents to be signed by their respective Presidents and attested by their respective Secretaries this 1st day of April, 1992.

INDEMNITY COMPANY OF CALIFORNIA

By *Dante F. Vincenti, Jr.*
Dante F. Vincenti, Jr.
President



ATTEST

By *Walter Crowell*
Walter Crowell
Secretary

DEVELOPERS INSURANCE COMPANY

By *Dante F. Vincenti, Jr.*
Dante F. Vincenti, Jr.
President



ATTEST

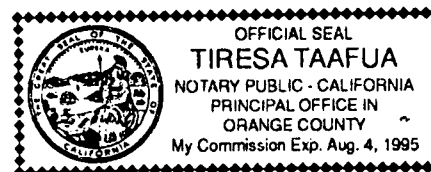
By *Walter Crowell*
Walter Crowell
Secretary

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On April 1, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Dante F. Vincenti, Jr. and Walter Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as President and Secretary on behalf of Indemnity Company of California and as President and Secretary on behalf of Developers Insurance Company, the Corporations therein named, and acknowledged to me that the corporations executed it.

WITNESS my hand and official seal.

Signature *Teresa Taafua*
Notary Public



CERTIFICATE

The undersigned, as Senior Vice President of **INDEMNITY COMPANY OF CALIFORNIA**, and Senior Vice President of **DEVELOPERS INSURANCE COMPANY**, does hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 9TH day of JULY, 1992.

INDEMNITY COMPANY OF CALIFORNIA

By *L.C. Fiebigler*
L.C. Fiebigler
Senior Vice President



DEVELOPERS INSURANCE COMPANY

By *L.C. Fiebigler*
L.C. Fiebigler
Senior Vice President

