

Agreement Between East Bay Zoological Society and the City of Oakland

*Working copy for  
New agreement  
4/92*

AGREEMENT  
BETWEEN THE EAST BAY ZOOLOGICAL SOCIETY  
AND THE CITY OF OAKLAND  
FOR SECURITY SERVICES AT THE OAKLAND ZOO  
FOR THE TERM 4/15/91 - 4/14/92

*Rangers Unit  
went to OPD  
effective 8/1/92.  
Agreement will  
be handled by  
OPD.*

This Agreement is made and entered into this 15th day of April, 1991, by and between East Bay Zoological Society, hereinafter called "Society", a non-profit corporation responsible for the operation of the Oakland Zoo/Knowland Park, and the City of Oakland, a municipal corporation, hereinafter called "City".

W I T N E S S E T H:

WHEREAS, East Bay Zoological Society is interested in having the City of Oakland, by and through its Office of Parks and Recreation, ranger Section, provide security services at the Oakland Zoo/Knowland Park; and

WHEREAS, the City of Oakland's Office of Parks and Recreation, ranger Section, is willing to provide security services to the East Bay Zoological Society at the Oakland Zoo/Knowland Park, hereinafter called "Zoo";

NOW, THEREFORE, in consideration of the recitals and mutual covenants herein set forth, the parties agree as follows:

SECTION 1 - AGREEMENTS

Society and City agree that this Agreement supersedes, extinguishes and voids all previous agreements, amendments, understandings, or contracts between the parties concerning security and ranger services and contacts between the parties concerning security and ranger services and confirms the Society's authority for all financial obligations in relation to such prior agreements and contracts.

SECTION 2 - SCOPE OF SERVICES AND COMPENSATION

- a. The City, by its Office of Parks & Recreation, ranger Section, will provide Security Service at the Zoo from April 15, 1991 to April 14, 1992 as more particularly described herein.
- b. By consent of both parties, security services may be extended or shortened under the same conditions stipulated within this Agreement.

- c. The hours of security services, the number of rangers to be provided by the City, and the cost of the services shall be as follows:

From April 15, 1991 to October 15, 1991:

- (1) Weekends - For each Saturday and Sunday, one ranger shall be provided at the Zoo from 11:00 a.m. to 8:00 p.m., or other nine hour period as requested by the Society. Additionally during this nine hour period, one hour of relief will be provided by another ranger. One hour of ranger supervision is available during this shift, but will not necessarily be conducted at the Zoo. For these services each weekend day, the Society will pay the City \$244.09.
- (2) Holidays - On Memorial Day, Fourth of July and Labor Day, two rangers will be provided by the City at the Zoo for a ten hour shift, specific times of which are to be set by mutual agreement of the parties of this Agreement, but to be within the range of 8:30 in the morning to 1:30 a.m. Additionally, a third ranger will provide two hours of relief for the rangers scheduled for this shift. Two hours of ranger supervision are available during this shift, but will not necessarily be conducted at the Zoo. For these services as described for each holiday, Society will pay City \$571.33 per day.
- (3) Weekdays - All security services for the Society by the City pursuant to this Agreement on weekdays shall be on an "on call" basis and as rangers are available, as defined in the "on call" section of this Agreement.
- (4) On Call - If the Society needs additional security services other than as specified herein, Society may call the City to request additional ranger time between the hours of 8:30 a.m. to 12:30 a.m. on Sunday through Thursday and between 8:30 a.m. to 1:30 a.m. on Fridays and Saturdays. Rangers will be provided by City if rangers are available. City has no obligation to ensure that additional rangers, or any rangers at all, will be available to the Society other than as agreed to herein for weekends and

holidays between April 15 and October 15, 1991. If additional security services are requested by the Society on a weekend, or if security services are required for a weekday, the cost is \$27.13 per hour per ranger. If additional security services are required on Memorial Day, Fourth of July and Labor Day or if services are requested for any other City holiday, the cost is \$28.57 per hour per ranger.

From October 16, 1991 to April 14, 1992:

All services pursuant to this Agreement during this time period will be on an "on call" basis and as rangers are available as defined in the "on call" Section of this Agreement.

SECTION 3 - METHOD OF PAYMENT:

The City will maintain a written record of weekend, holiday, and on call services provided by City to Society pursuant to this agreement. The City will provide an invoice to Society not later than October 20, 1991 for all services provided by the City for the period April 15, 1991 through October 15, 1991. Society shall pay City all money due and owing for the services from April 15, 1991 through October 15, 1991 no later than October 31, 1991. City will provide an invoice to Society not later than April 20, 1992 for any services provided for the period October 16, 1991 through April 14, 1992. Society shall pay City all money due and owing for the services from October 16, 1991 through April 14, 1992 no later than April 30, 1992.

SECTION 4 - KEYS AND SUPPLIES:

East Bay Zoological Society staff agrees to furnish the rangers with all keys. Other related supplies necessary to perform security functions at the Oakland Zoo/Knowland Park will be furnished upon the mutual consent of both parties.

SECTION 5 - INDEMNIFICATION:

- a. The Society waives all claims and recourse against the City, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the concurrent or

sole negligence or the intentional or reckless acts of City, its officers, agents, and employees.

- b. Each party shall save, indemnify, hold harmless, and defend the other party, the other parties' council members, directors, officers, agents, and employees, from and against any and all claims, losses, demands, damages, respective cause, expenses (including reasonable attorney's fees) or liability arising out of the indemnifying parties' performance under this Agreement.

SECTION 6 - INSURANCE:

- a. East bay Zoological Society agrees to secure, carry and maintain at all times during the term of this Agreement, at the Society's sole expense, public liability insurance for the joint and several protection and indemnity of the City and the Society, in the minimum amount of one million dollars (\$1,000,000) for injury to any one person, in the minimum amount of one million dollars \$1,000,000 per accident/occurrence, and in the minimum sum of five hundred thousand (\$500,000) for property damage. The City shall not be obligated to pay the premiums.
- b. Proof of the above required insurance shall be attached to this contract. A thirty day (30) notice shall be shown on the Certificate of Insurance promising to notify the City Oakland in the event of coverage cancellation. The Certificate must state that "This insurance is primary as to any other insurance City may have and the City, its Council members, officers, directors, agents, and employees are named as additional insureds."

All insurance papers must be signed by an authorized agent or representative of the insurance company. Any proposed changes or additions after the Certificate of Insurance has been submitted to the City shall be reviewed and approved by the City Attorney and the City's Risk Manager before such changes will be deemed accepted.

SECTION 7 - NONDISCRIMINATION:

The Society and all subcontractors shall not discriminate against any employee, applicant, or vendor because of race, color, religion, gender, age, national origin, handicap, sexual orientation, or acquired immune deficiency syndrome (AIDS), AIDS related conditions (ARC), or any other AIDS related condition.

SECTION 8 - COMPLIANCE WITH ALL APPLICABLE LAWS:

- a. Each party will carry out its responsibilities pursuant to this contract in accordance with all applicable Federal, State, and local laws. Further, City's rangers will comply with the City's policies and regulations applicable to rangers, including but not limited to the "Ranger Instructions", attached hereto as Exhibit A, which may be amended periodically by the City at its sole discretion.
- b. Society shall pay all fees and/or taxes as required by law except as provided for herein.

SECTION 9 - CONFLICT OF INTEREST:

The following protection against conflict of interest will be upheld:

- (1) Society certifies that no members 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.
- (2) Society certifies that no members, officers, or employees of the City or its designees or agents, and no other public official of the City of Oakland who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, with the exception of the ranger staff assigned in providing security services, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement, during his/her tenure or for one year thereafter.
- (3) Individuals associated with the Society are prohibited from using positions with the City of Oakland for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

SECTION 10 - PROHIBITED ACTIVITIES:

- a. No use may be made of City equipment or staff 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.

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

SECTION 11 - ASSIGNMENT:

This Agreement shall not be assigned, subcontracted, or sold without the written consent of the City.

SECTION 12 - INDEPENDENT CONTRACTOR STATUS:

All ranger personnel are employees of City and not Society and shall have the status of independent contractor with respect to Society. City shall pay all workers compensation insurance premiums and withholding and other related employment taxes, as well as other employee benefits accruing to ranger personnel.

SECTION 13 - NOTICES:

All notices given in connection with the Agreement shall be in writing and shall be effective upon receipt. Notice to a party may be given by delivery to any person authorized by law to accept service of process on behalf of the party or by deposit in the United States mail, by certified mail, return receipt requested, first-class, postage prepaid, addressed as follows:

(1) To the City of Oakland  
as follows:

Office of Parks and Recreation  
1520 Lakeside Drive  
Oakland, CA 94612-4598

(2) To the East Bay  
Zoological Society  
as follows:

East Bay Zoological  
Society  
9777 Golf Links Road  
Oakland, CA 94605

SECTION 14 - TERMINATION:

Either party may terminate this Agreement by providing ten (10) days' written notification.

SECTION 15 - MODIFICATION:

This Agreement may be modified or amended only by mutual consent, in writing, of the parties hereto.

SECTION 16 - AGREEMENT MADE IN CALIFORNIA:

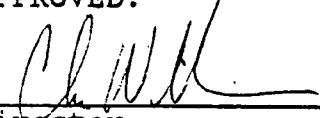
This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.

SECTION 17:

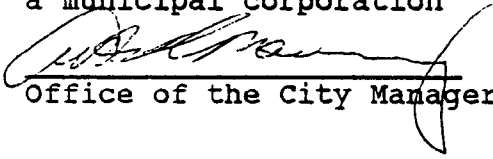
Time is of the essence of this Agreement.

IN WITNESS WHEREOF, East Bay Zoological Society and the City of Oakland have executed this Agreement as of the date first written above.

APPROVED:

  
\_\_\_\_\_  
Director  
Office of Parks and  
Recreation

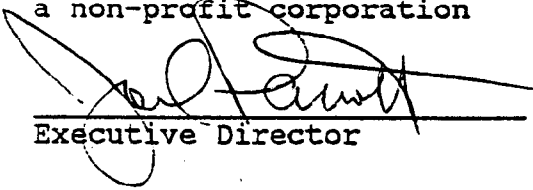
CITY OF OAKLAND  
a municipal corporation

  
\_\_\_\_\_  
Office of the City Manager

APPROVED AS TO  
FORM AND LEGALITY:

\_\_\_\_\_  
Counsel for East Bay  
Zoological Society

EAST BAY ZOOLOGICAL SOCIETY  
a non-profit corporation

  
\_\_\_\_\_  
Executive Director

  
\_\_\_\_\_  
CITY ATTORNEY'S OFFICE

4/10/92  
Called Dr. Joel Parrott  
632-9525. He Parrott  
does not need to  
have his attorney  
to sign this contract.  
His signature is  
enough.  
Betty Boy

**CITY OF OAKLAND**  
**Interoffice Letter**

To: Ranger Section Attention: \_\_\_\_\_ Date: June 5, 1991

From: Supervising Ranger

Subject: Ranger Instruction  
Knowland Park/Oakland Zoo Patrols

**PURPOSE**

To provide a philosophy and expectations for patrol Rangers assigned to patrol the Knowland Park/Oakland Zoo facilities during weekends, holidays, and on an on-call basis during weekdays throughout the contract season.

**STATEMENT**

Knowland Park/Oakland Zoo is a privately managed park facility that belongs to the City of Oakland. The East Bay Zoological Society manages the park and zoo and has as a high priority visitor safety and consistent orderliness within their facilities. All Oakland City Ordinances apply within the park boundaries since the property is a public park. The Society contracts with the City of Oakland for security services at the park and zoo from approximately the middle of April through the middle of October.

**INSTRUCTION**

1. The Ranger ("Knowland Ranger") who is assigned to the park/zoo normally works 1100-2000, a nine hour shift. During that shift the following expectations abide:
  - a. During this shift the hill Ranger should make at least a one hour relief, and the Senior Ranger should spend approximately one hour at the facility to supervise the Ranger and monitor our performance.
  - b. The Knowland Ranger is expected to arrive at the park by at least 1120 and should not leave again until after 1930. The Ranger must contact security when arriving and before departure so that good communications can be maintained throughout the shift.
  - c. The Knowland Ranger must not leave the immediate vicinity of Knowland Park during the assigned hours

*Exhibit A*



## Knowland Park/Oakland Zoo Patrols

- unless properly relieved by other Ranger personnel.
- d. Rangers must spend approximately 80% of their time in the lower picnic ground area of the park, normally within sight of the fee collection booth and should emphasize foot patrols whenever possible. The remaining 20% of the time should be to patrol the upper portion of the park including parking lots. Foot patrols into the Zoo will normally occur upon request by Zoo Security.
  - e. Rangers must carry radio equipment that includes frequency #12 which enables direct radio contact with Zoo base and staff.
  - f. Rangers must emphasize public relations sensitive solutions to problems at the park/zoo whenever possible. Hard-line law enforcement approaches are normally inappropriate. Parking citations should be written when violations cannot be otherwise corrected, and moving violations for flagrant problems that are an represent an immediate potential threat to life, property, or the public safety. Rangers will not normally write registration and equipment violations for vehicles not stopped for other purposes unless the public safety is a factor.
  - g. Rangers will work in concert with Zoo Security personnel who are hired by the East Bay Zoological Society providing support and backup as necessary.
  - h. All actions, incidents, and activities will be documented on the daily patrol report (PD-71).
  - i. Rangers are to call for police and/or ranger assistance whenever problems are encountered involving large numbers of people, or when other circumstances seem to pose officer safety concerns.
  - j. Rangers will enforce all rules, regulations, and laws within the framework of the Society's philosophy of wanting to provide a safe and enjoyable experience for the park visitor.
2. Rangers must keep the Supervising Ranger apprised of any special circumstances or concerns that arise as a result

Knowland Park/Oakland Zoo Patrols

of, or while they are carrying out their duties. Since this assignment is principally carried out by part-time Rangers this information would normally be conveyed in writing.

3. Holiday schedules include a second Ranger and additional hours worked by the hill and Senior Rangers. The major emphasis during holidays is crowd and traffic control.

by order of,

Richard E. Wirkkala  
Supervising Ranger

cc: East Bay Zoological Society  
Dr. Joel Parrott