

SUNSHINE ORDINANCE TASK FORCE  
AGENDA PACKET CONTENTS LIST

Compliance and Amendments Committee

Date: September 24, 2019

- |                          |   |                   |
|--------------------------|---|-------------------|
| <input type="checkbox"/> | Petition/Complaint                          | Page: <u>10</u>   |
| <input type="checkbox"/> | Memorandum - Deputy City Attorney           | Page: <u>13</u>   |
| <input type="checkbox"/> | Petitioner/Complainant Supporting Documents | Page: <u>22</u>   |
| <input type="checkbox"/> | Respondent's Response                       | Page: <u>200</u>  |
| <input type="checkbox"/> | Public Correspondence                       | Page: <u>    </u> |
| <input type="checkbox"/> | Order of Determination                      | Page: <u>    </u> |
| <input type="checkbox"/> | Minutes                                     | Page: <u>    </u> |
| <input type="checkbox"/> | Administrator's Report                      | Page: <u>    </u> |
| <input type="checkbox"/> | No Attachments                              |                   |

OTHER

<input type="checkbox"/>	_____

Completed by: C. Leger Date 9/17/19

\*An asterisked item represents the cover sheet to a document that exceeds 25 pages.  
The complete document is in the file.

**Leger, Cheryl (BOS)**

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**From:** Google Forms <sfbdsupvrs@gmail.com>  
**Sent:** Friday, May 10, 2019 9:28 AM  
**To:** SOTF, (BOS)  
**Subject:** New Response Complaint Form

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Your form has a new entry.

Here are the results.

**Complaint against which  
Department or  
Commission** San Francisco Zoo

**Name of individual  
contacted at Department  
or Commission** Vitrus C.W Leung and Tanya Peterson

**Alleged Violation** Public Records

**Sunshine Ordinance  
Section:** Under the Sunshine Ordinance Sec. 67.21

I have made multiple attempts to gain information from the San Francisco Zoo without success.

**Please describe alleged  
violation** Specifically I have requested :

--- Final Report of the Visiting Committee to the Accreditation Committee of the Associations of Zoo and Aquarium for the the San Francisco Zoo in full.

In a letter written on On January 14 2019 Vitus Leung Executive Vice President refused

to release these records sighting the accreditation process was not intended for public record. The San Francisco Zoo has these records and refused to release them and has falsely claimed that they are not intended for public record. The Sacramento Zoo has published the same report in their website and shared with the media

In addition I requested :

--- A complete and detailed list of pharmaceutical drugs that the San Francisco Zoo purchased in 2018.

--- A complete and detailed list of animals which were administered pharmaceutical anti-psychotics

In a letter written on On January 14 2019 Vitus Leung Executive Vice President refused to release these records sighting hospital records are governed by confidentiality. Confidentiality laws should not pertain to animal patients and these records should be released.

Date May 10 2019

Name justin barker

Address 1437 Golden Gate Ave

City San Francisco

Zip 94115

Telephone 916 838 3330

Email

[justinmbarker@gmail.com](mailto:justinmbarker@gmail.com)

Sent via [Google Forms Email](#)



DENNIS J. HERRERA  
City Attorney

MARC PRICE WOLF  
Deputy City Attorney

Direct Dial: (415) 554-3901  
Email: marc.price.wolf@sfcityattorney.org

## MEMORANDUM

TO: Sunshine Ordinance Task Force  
FROM: Marc Price Wolf  
Deputy City Attorney  
DATE: June 4, 2019  
RE: Complaint No. 19048: Justin Barker v. San Francisco Zoo

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### COMPLAINT

Complainant Justin Barker ("Complainant") alleges that Vitus C.W. Leung, Tanya Peterson, and the San Francisco Zoo (collectively the "Zoo") violated public records laws by failing to timely/adequately respond to his requests for records concerning the report of the Accreditation Committee of the Association of Zoo and Aquariums; a list of animals that have been administered anti-psychotic drugs; and information pertaining to the 2018 and 2019 budgets.

### COMPLAINANT FILES COMPLAINT

On May 13, 2019, Complainant filed a complaint with the Task Force alleging that the Zoo failed to timely/adequately respond to his public records request.

### JURISDICTION

The Zoo contests jurisdiction to hear this complaint.<sup>1</sup> The Zoo claims it is a non-profit organization, where its partnership with the City is outlined in a 1993 Lease and Management Agreement. The Zoo claims that it is not subject to the Task Force's Jurisdiction because the Sunshine Ordinance is not included in this Lease Agreement, and because the Zoo's CEO or other senior managers are not "department heads," "city employees," or other terms used in the Ordinance."

San Francisco Administrative Code § 12-L.3(e) provides that a non-profit agency that receives more than \$250,000 per year in City provided funds may be subject to the requirements of that statute. Section 12-L.4(a)(1) further provides that all City contracts with such non-profit agencies shall contain a provision requiring that the non-profit hold at least two public meetings of its Board of Directors each year.

Here, the Zoo's 2018 audited financial report states, the Zoo receives a "management fee" of \$4,120,000 per year from San Francisco. 2018 Audited Financial Statement, [https://sfzoo.worldsecuresystems.com/pdf/financialstatement/Final%20Audit%20Report\\_YE%2006-30-18.pdf](https://sfzoo.worldsecuresystems.com/pdf/financialstatement/Final%20Audit%20Report_YE%2006-30-18.pdf) at 15 (last accessed June 4, 2019). According to this report, the Zoo receives this management fee and all admission fees. In exchange, "the Zoo is responsible for operating and

<sup>1</sup> The Zoo refers to itself as the San Francisco Zoological Society (the "Society").

## MEMORANDUM

TO: Sunshine Ordinance Task Force  
 DATE: June 4, 2019  
 PAGE: 2  
 RE: Complaint No. 19048: Justin Barker v. San Francisco Zoo

---

maintenance expenses incurred in the operation of the Zoo.” Thus, a court would likely find the Zoo is governed by Section 12-L.

It would be helpful to review the Lease Agreement between the Zoo and San Francisco to determine if the Zoo explicitly agreed to abide by any provisions or principles of public records laws. For instance, a previous version of the Lease Agreement contains the following language:

**16.2 Public Access to Records and Information.**

[The Zoo] shall provide public access to information concerning the operation of the Zoo *to the same extent that such information would have been available to the public pursuant to local ordinances if the Department [of Recreation and Parks] had continued to operate the Zoo* in the same manner as it did prior to the date of this Agreement. In addition, *the Zoo shall comply with all state and federal laws, rules and regulations that govern access by the public to records and information, including without limitation the California Public Records Act. . . .*

Without limiting the forgoing, the Zoo further agrees that (a) minutes shall be taken at each meeting of its Board of Directors, and that they minutes of those meetings shall be considered public documents available for public inspection in accordance with the Public Records Act, and (b) all information house or cared for at the Zoo shall be deemed public information subject to public inspection under the Public Records Act. [emphasis added]

Under this provision, it would appear that the Zoo agreed to subject itself to the same requirements of state and local law that would apply to the Recreation and Parks Department if it were operating the Zoo today. Under that standard, the Zoo likely would be subject to the jurisdiction of the Task Force in adjudicating this complaint.

#### APPLICABLE STATUTORY SECTION(S)

##### Section 12L of the San Francisco Administrative Code:

- Section 12L.2(a) provides that City contracts with covered nonprofit organizations shall require adherence to certain provisions of the chapter.
- Section 12L.3(e) defines covered nonprofit organizations.
- Section 12L.4 governs public access to meetings of covered nonprofit organizations.
- Section 12L.5 governs public access to financial records of covered nonprofit organizations.

##### Section 67 of the San Francisco Administrative Code:

#### BACKGROUND

On December 11, 2018, Complainant sent a letter to the Zoo requesting the immediate disclosure of four things:

- “The latest [Association of Zoos and Aquariums] (“AZA”) accreditation report in full”

## MEMORANDUM

TO: Sunshine Ordinance Task Force  
DATE: June 4, 2019  
PAGE: 3  
RE: Complaint No. 19048: Justin Barker v. San Francisco Zoo

---

- “The complete list of animals that are, have been or might be administered anti-psychotic drugs and a list of specific drugs that are in use.”
- “Any and all information you have on zoo’s 2018 budget and list of 2018 expenditures.”
- Any information you have on 2019 budget and the intended allocation.”

On January 14, 2019, the Zoo wrote back and stated “nearly all of your requests, however, do not pertain to records or information intended to be public. Indeed, the regulations governing the confidentiality of hospital records, particularly those of zoological patients for which you seek, mandate those documents not be made public.” The Zoo asserted that it is not required to disclose the AZA report, and that most of the financial information requested is available in a “Form 990.”

On May 13, 2019, Complainant filed this complaint. This Complaint states that the Zoo has not turned over the AZA accreditation report, “a complete list of pharmaceutical drugs that the San Francisco Zoo purchased in 2018; and “a complete and detailed list of animals which were administered pharmaceutical anti-psychotics.”

On May 20, 2019, the Zoo responded with two arguments. *First*, the Zoo argued that it is not subject to the jurisdiction of the Task Force. I addressed this argument above. *Second*, the Zoo asserts that its current practices of providing information to the public “balances the privacy rights of its employees and animals as well as its confidential financial information while still providing certain information to the public.” The Zoo provided several summary financial reports for 2018 and 2019, but it is not clear whether it is withholding additional financial reports. The Zoo also did not state whether it was withholding particular requested financial/medical information based on a particular provision of law which would protect any of the requested information.

The Zoo also states that it is not required to disclose communications between Executive V.P. Vitus Leung and the Zoo’s CEO about an animal that resides at the San Diego Zoo because it claims those records are “privileged, confidential and/or well beyond the scope of the” Zoo’s agreement with the City.

**QUESTIONS THAT MIGHT ASSIST IN DETERMINING FACTS**

- Is Complainant satisfied with the information that was provided?
- What additional documents does the Complainant think the Department is withholding?
- Can the Task Force obtain a copy of the current version of the Lease Agreement between the Zoo and the City?
- What specific statutes protect the privacy rights of an animal’s medical records and the Zoo’s financial records?
- How extensive is the City involved in managing or operating the Zoo?

**LEGAL ISSUES/LEGAL DETERMINATIONS**

**MEMORANDUM**

TO: Sunshine Ordinance Task Force  
DATE: June 4, 2019  
PAGE: 4  
RE: Complaint No. 19048: Justin Barker v. San Francisco Zoo

---

- Is the Zoo a “nonprofit organization” subject to the laws of Administrative Code Section 12L?
- Has the Zoo complied with the disclosure requirements of 12L.5?
- Does anything in section 12L require the Zoo to provide the animal medical records requested?

**CONCLUSION**

THE TASK FORCE FINDS THE FOLLOWING FACTS TO BE TRUE:

THE TASK FORCE FINDS THE ALLEGED VIOLATIONS TO BE **TRUE OR NOT TRUE.**

\* \* \*

**CHAPTER 12L, SAN FRANCISCO ADMINISTRATIVE CODE (NON-PROFITS)**

**SEC. 12L.2. CONTRACT LANGUAGE ESTABLISHING PUBLIC ACCESS TO NONPROFIT ORGANIZATIONS.**

(a) Each contracting agency of the City or any department thereof, acting for or on behalf of the City, shall include in all contracts between it and any nonprofit organization which are subject to this Chapter, provisions imposing the requirements set forth in Sections 12L.4 through 12L.7; inclusive.

(b) Each contracting agency of the City or any department thereof shall include in every invitation to submit proposals or requests for City-administered funding provisions requiring that any nonprofit organization submitting such a proposal or request provide information regarding its efforts to comply with this Chapter, and further include a summary stating, to the best of the nonprofit organization's knowledge, all complaints concerning the nonprofit organization filed with any contracting agency of the City or any department thereof under this Chapter in the preceding two years which that City agency or department has deemed to be substantiated and the disposition of each such complaint, or a statement that no such complaints have been filed in the preceding two years.

(c) In furtherance of the purposes of this Chapter, the Controller, in consultation with the City Attorney, shall create the provisions described in Subsections (a) and (b), above, consistent with the provisions of this Chapter.

**SEC. 12L.3. DEFINITIONS.**

As used in this Chapter the following words and phrases shall have the meanings indicated herein:

## MEMORANDUM

TO: Sunshine Ordinance Task Force  
DATE: June 4, 2019  
PAGE: 5  
RE: Complaint No. 19048: Justin Barker v. San Francisco Zoo

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(a) "Board of Directors" shall mean the Board of Directors, the Board of Trustees, or other principal decision making body of any nonprofit organization.

(b) "City" shall mean the City and County of San Francisco.

(c) "Contract" shall mean an agreement (however titled, including without limitation a memorandum of understanding) to grant or otherwise provide funds to a nonprofit organization including funds from another governmental entity administered through the City or any City commission, City board, City agency or City department, for such organization's operation, new or existing programs, events, performances, capital improvements, or for goods or services provided by or through such organization, to all or any portion of the public. "Contract" shall not include (1) an agreement to provide goods to the City pursuant to bids or requests for proposals, where the City is the end user of the goods, or (2) an agreement to provide services or benefits to City employees and/or to their family members, dependents, or their other designated beneficiaries.

(d) "Cost-neutral" shall mean that a nonprofit organization's reasonable costs of complying with this Chapter (not including direct costs of duplication, or mailing costs, of financial documents which are paid by a member of the public pursuant to Section 12L.5(a) herein) shall not exceed five hundred dollars per year.

(e) "Nonprofit organization" shall mean any corporation formed pursuant to California Corporations Code Sections 5000 et seq. for any public or charitable purpose, and/or any organization described within 26 USC Section 501(c), which receives a cumulative total per year of at least \$250,000 in City-provided or City-administered funds.

(f) "Designated public meeting" shall mean any regular or special meeting of the Board of Directors of a nonprofit organization which the Board of Directors designates as open to all members of the public pursuant to Section 12L.4(a)(1) of this Chapter.

#### SEC. 12L.4. PUBLIC ACCESS TO MEETINGS.

(a) **Meetings Open to the Public.** Except as provided in Subsections (a)(2) or (a)(3), the following requirements shall be included in all City contracts with nonprofit organizations:

(1) Each nonprofit organization shall designate and hold at least two designated public meetings per year. Issues addressed by the Board of Directors at designated public meetings shall be of approximately the same general nature and significance to the nonprofit organization as issues typically addressed by the Board of Directors at its other regular or special meetings. These issues may include adoption of the nonprofit organization's budget, nomination of members of the organization's Board of Directors, and evaluation of the organization's contract(s) with the City. At least one designated public meeting the public shall have an opportunity to address the Board of Directors on membership on the Board of Directors and to propose candidates for membership on the Board of Directors as provided in Section 12L.6(b).

(2) Section 12L.4(a)(1) shall apply to the full extent allowed by State and federal law.

(3) Section 12L.4(a)(1) shall not apply to nonprofit organizations engaged primarily in the provision of abortion counseling or services, domestic violence sheltering services, or suicide prevention counseling services.

## MEMORANDUM

TO: Sunshine Ordinance Task Force  
DATE: June 4, 2019  
PAGE: 6  
RE: Complaint No. 19048: Justin Barker v. San Francisco Zoo

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(b) **Closed Meetings.** The Board of Directors may choose to close a portion of a designated public meeting:

(1) When discussing any matters pertaining to the particular recipients of the nonprofit organization's goods or services or donors of in-kind or monetary contributions to the nonprofit organization where the discussion would necessarily reveal the identity of clients or donors;

(2) When discussing any matters pertaining to litigation; real estate negotiations; the appointment, employment, evaluation of performance, or dismissal of an employee of the nonprofit organization; or labor negotiations in which the nonprofit organization is involved; when hearing complaints or charges against an employee of the nonprofit organization; or when discussing attorney-client privileged information, or information which constitutes a trade secret;

(3) Under any circumstances where admitting members of the public is prohibited by State or federal law;

(4) Under any other circumstances where the Board of Supervisors has approved the closing of a portion of a designated public meeting by the nonprofit organization.

(c) **Public Comment.**

(1) At every designated public meeting the public shall have an opportunity to directly address the Board of Directors on any item of interest to the public relating to the operations of or services provided by the nonprofit organization.

(2) At any designated public meeting, the Board of Directors may adopt reasonable regulations to insure that the intent of this Section is carried out, provided that the Board of Directors allows for at least 30 minutes of public comment at each designated public meeting.

(d) **Notice.**

(1) Each nonprofit organization shall provide the public with notice of each designated public meeting at least 30 days in advance of the meeting.

(2) The Board of Directors shall cause a written notice of the date, time and location of each designated public meeting to be submitted to the Clerk of the Board of Supervisors who shall post the written notice where notices of meetings of the Board of Supervisors are posted, and to the San Francisco Main Library Government Information Center which shall post the written notice where notices of meetings of City boards and commissions are posted. In addition, upon inquiry by a member of the public, the nonprofit organization shall disclose the date, time and location of the designated public meeting.

#### SEC. 12L.5. PUBLIC ACCESS TO RECORDS.

(a) Disclosure of Financial Information. Subject to Section 12L.5.(c), each nonprofit organization shall maintain and make available for public inspection and copying a packet of financial information concerning the nonprofit organization. The packet shall include, at a minimum, (1) the nonprofit organization's most recent budget as already provided to the City in connection with the nonprofit organization's application for, or in connection with the review and/or renewal of, the nonprofit organization's contract, (2) its most recently filed State and

## MEMORANDUM

TO: Sunshine Ordinance Task Force  
DATE: June 4, 2019  
PAGE: 7  
RE: Complaint No. 19048: Justin Barker v. San Francisco Zoo

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federal tax returns except to the extent those returns are privileged, and (3) any financial audits of such organization performed by or for the City and any performance evaluations of such organization performed by or for the City pursuant to a contract between the City and the nonprofit organization, to the extent that such financial audits and performance evaluations (i) are in the nonprofit organization's possession, (ii) may be publicly disclosed under the terms of the contract between the City and the nonprofit organization, and (iii) relate to the nonprofit corporation's performance under its contract with the City within the last two years. A member of the public may request additional financial information other than that described above, pursuant to Section 12L.5(b) herein; however, the provision of such additional financial information by a nonprofit organization shall be voluntary, not compulsory. Members of the public, upon giving ten days' notice to the nonprofit organization, shall be entitled to inspect the packet of financial information during the nonprofit organization's regular business hours or to receive a copy of the packet of information for which the nonprofit organization may recover from the member of the public the organization's direct costs of duplication. Notwithstanding the foregoing, a nonprofit organization described within Sections 12L.4(a)(3) herein may comply with Section 12L.5(a) herein by sending a copy of its financial information packet, by first class mail, with the costs of such mailing prepaid by the member of the public, to a member of the public who has requested such information.

(b) Dispute Resolution. A member of the public who requests additional financial information other than that described in Section 12L.5(a), above, or who has a complaint concerning a nonprofit organization's compliance or noncompliance with this Chapter, may submit that request or complaint to the City agency or department which is a party to and/or which administers the nonprofit organization's contract. That City agency or department shall consider the request or complaint and shall recommend a resolution thereof in accordance with procedures established by that City agency or department. Following such consideration and recommendation, the member of the public or the nonprofit organization may seek an advisory opinion concerning the request or complaint from the Sunshine Ordinance Task Force, which that Task Force shall be authorized to provide; provided, however, that failure to seek such an advisory opinion from the Sunshine Ordinance Task Force shall not prejudice the right of the member of the public and/or the nonprofit organization to obtain a review of the City agency or department's recommendation by the Board of Supervisors as provided herein. The member of the public or the nonprofit organization may request that the Board of Supervisors review the recommendation of the City agency or department, which review shall be conducted in accordance with procedures established by the Board of Supervisors, provided that such request is made in writing to the Clerk of the Board of Supervisors within ten days of the issuance of the City agency or department's recommendation or the Sunshine Ordinance Task Force's advisory opinion, whichever is later. Subject to Section 12L.7. herein, the recommendation of the City agency or department, or the determination of the Board of Supervisors, with respect to any request or complaint by a member of the public shall be nonbinding upon the nonprofit organization.

(c) Donor Confidentiality. No nonprofit organization shall be required to make available to the public any document which would reveal the identity of any of that nonprofit

**MEMORANDUM**

TO: Sunshine Ordinance Task Force  
DATE: June 4, 2019  
PAGE: 8  
RE: Complaint No. 19048: Justin Barker v. San Francisco Zoo

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organization's donors or the amount or nature of any individual donations to that nonprofit organization.

**Sunshine Ordinance Task Force  
Complaint Summary**

File No. 19048

Justin Barker v. San Francisco Zoo

Date filed with SOTF: 5/13/19

Contacts information (Complainant information listed first):

Justin Barker (justinmbarker@gmail.com) (Complainant)

Vitrus C.W. Leung (Vitusl@sfzoon.org), Tanya Peterson (TanyaP@sfzoo.org) (Respondents)

**File No. 19048:** Complaint filed by Justin Barker against Vitrus C.W. Leung, Tanya Peterson and the San Francisco Zoo for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**Administrative Summary if applicable:**

**Complaint Attached.**

# **Complainant/Petitioners Documents Submission**

## Leger, Cheryl (BOS)

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**From:** Justin Barker <justinmbarker@gmail.com>  
**Sent:** Tuesday, June 11, 2019 2:15 PM  
**To:** SOTF, (BOS)  
**Subject:** Re: SOTF - Notice of Hearing - Compliance and Amendments Committee; DATE June 18, 2019 4:30 p.m.  
**Attachments:** 1993 Lease Agreement -- Section 16.pdf

Thank you for the additional information.

I have attached a 4-page excerpt from the 1993 lease agreement between the City and SFZS, which clearly outlines the Zoo's requirement to adhere to both cities and state law mandating public access to records.

I hope that this can be included in the agenda packet, supplemental/supporting documents for this meeting.

Justin

On Tue, Jun 11, 2019 at 8:26 AM SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> wrote:

Dear Mr. Barker:

You should be prepared to give a five minute synopsis of your complaint and to answer questions from the Committee. As for the media, this is an open committee meeting, yes, they can attend.

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724



Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

*Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*

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**From:** Justin Barker <[justinmbarker@gmail.com](mailto:justinmbarker@gmail.com)>

**Sent:** Monday, June 10, 2019 10:24 AM

**To:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>

**Subject:** Re: SOTF - Notice of Hearing - Compliance and Amendments Committee; DATE June 18, 2019 4:30 p.m.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Thank you, Cheryl,

I appreciate you getting this on the agenda.

Two Questions

Is there more information you can provide about what I should be planning for?

Is the media allowed to attend/ film this meeting?

On Fri, Jun 7, 2019 at 10:50 AM SOTF, (BOS) <sotf@sfgov.org> wrote:

Good Morning:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Compliance and Amendments Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: June 18, 2019

Location: City Hall, Room 408

Time: 4:30 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

**File No. 18079:** Complaint filed by Ellen Tsang against Lily Madjus and the Department of Building Inspection (DBI) for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 18072:** Complaint filed by Joshua Klipp against the Recreation and Parks Department for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 18095:** Complaint filed by Sandra Weese against Kevin Guy and the Office of Short- Term Rentals for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

**File No. 19048:** Complaint filed by Justin Barker against the San Francisco Zoo for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 19039:** Complaint filed by Annmarie Mabbutt against the Fine Arts Museums and Members of Board of Trustees of for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.5, 67.6, 67.7 (a)(d) by failing to make the meeting open to the public and failing to properly post a meeting agenda; Section 67.13(a) by created

barriers to attendance; Section 67.14(b) by failing to create an audio recording of the meeting; and Section 67.21, by failing to respond to a request for public records in a timely and/or complete manner:

**Documentation (evidence supporting/disputing complaint)**

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). *For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, June 11, 2019.*

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724



Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

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COPY

SAN FRANCISCO ZOO

LEASE AND

MANAGEMENT AGREEMENT

By and Between

The City and County of San Francisco

and

The San Francisco Zoological Society

Dated: July 1, 1993

A07A/092393

TABLE OF CONTENTS

1.	<u>Definitions</u> . . . . .	2
2.	<u>Term of Agreement</u> . . . . .	5
3.	<u>Premises and Personal Property; As Is Condition</u> . . . . .	5
4.	<u>Rent</u> . . . . .	7
5.	<u>Management Fee</u> . . . . .	7
6.	<u>Payment to City for Services Rendered</u> . . . . .	9
7.	<u>Use of Premises</u> . . . . .	10
8.	<u>Management and Supervisory Responsibilities</u> . . . . .	10
9.	<u>Permits, Licensing and Accreditation</u> . . . . .	10
10.	<u>Capital Improvements and Alterations</u> . . . . .	11
11.	<u>Utilities and Services</u> . . . . .	12
12.	<u>Zoo Animals</u> . . . . .	14
13.	<u>Maintenance</u> . . . . .	16
14.	<u>Staffing and Employees</u> . . . . .	16
15.	<u>Fiscal Matters</u> . . . . .	19
16.	<u>Public Access and Open Government Provisions</u> . . . . .	22
17.	<u>Insurance</u> . . . . .	23
18.	<u>Representations and Warranties</u> . . . . .	26
19.	<u>Force Majeure</u> . . . . .	27
20.	<u>Limitation on City's Liability</u> . . . . .	28
21.	<u>Indemnities</u> . . . . .	28
22.	<u>Default; Termination of Agreement; Remedies</u> . . . . .	30
23.	<u>Surrender of Premises; Transition</u> . . . . .	31
24.	<u>Hazardous Materials</u> . . . . .	32

Commission disapproves a Budget pursuant to the preceding sentence and SFZS fails to resubmit a Budget acceptable to the Commission within sixty (60) days of such disapproval, such event shall constitute an "Event of Default" under Section 22.1 below.

15.10 Annual Accounting. Within thirty (30) days after the end of each Fiscal Year, SFZS shall arrange for an audit of its books and records by an independent, certified public accountant approved by the Controller, which audit shall be conducted at SFZS's sole cost and expense and shall cover the previous Fiscal Year. SFZS shall deliver to the Commission for its acceptance an original, signed copy of each such annual audit, by the earlier of (a) thirty (30) days after the completion of such audit or (b) 120 days after the end of the Fiscal Year covered by such audit.

15.11 Books and Records; Audits. SFZS shall establish and maintain at the Zoo books, records and systems of account relating to the Zoo's Gross Revenue, Operating Expenses and the Founders' Fund in accordance with good accounting practices. These books, records and systems of account shall be retained by SFZS during the Term and shall be available at all reasonable times, with or without notice, for inspection and audit by City or its agents. Such books, records and systems of account shall be retained by SFZS in accordance with generally accepted accounting practices, and, upon termination of this Agreement, all retained books, records and systems of account shall be delivered to the Controller.

## 16. Public Access and Open Government Provisions.

16.1 Generally. SFZS agrees to operate the Zoo with the goal of providing the widest possible access of the Zoo to the general public, at an affordable cost. In furtherance of that goal, SFZS agrees to retain the policy of providing free access to the Zoo on certain days, of providing free admission to the Zoo for school groups, and to pursue other options for ease of access to the Zoo and special services at the Zoo for children, seniors, the disabled and disadvantaged groups. These policies may be revised from time to time in accordance with Commission policies applicable to other City facilities managed by the Department.

16.2 Public Access to Records and Information. SFZS shall provide public access to information concerning the operation of the Zoo to the same extent that such information would have been available to the public pursuant to local ordinances if the Department had continued to operate the Zoo in the same manner as it did prior to the date of this Agreement. In addition, SFZS shall comply with all state and federal laws, rules and regulations that govern access by the public to records

and information, including without limitation the California Public Records Act (California Government Code Secs. 6250 et seq.). Without limiting the foregoing, SFZS further agrees that (a) minutes shall be taken at each meeting of its Board of Directors, and that the minutes of those meetings shall be considered public documents available for public inspection in accordance with the Public Records Act, and (b) all information concerning the status of all animals exhibited or otherwise housed or cared for at the Zoo shall be deemed public information subject to public inspection under the Public Records Act.

16.3 Joint Zoo Committee. City and SFZS hereby agree that the standing committee known as the "Joint Zoo Committee" shall be maintained throughout the Term of this Agreement, which committee shall consist of three (3) members of the Commission and three (3) members of the Board of Directors (chosen at the discretion of the Commission and the Board of Directors, respectively). The Joint Zoo Committee shall hold regular, public meetings at least eleven (11) times per calendar year to discuss and hear public testimony regarding major policies affecting the Zoo, including without limitation the setting of fees, new animal exhibits, animal acquisition and disposition policies, land use, and capital and operating budgets. The Joint Zoo Committee shall be an advisory committee and shall not have any legislative authority not specifically granted to it by this Agreement.

16.4 Designated Positions of Board of Directors. SFZS hereby agrees that two (2) positions on its Board of Directors shall be held by community representatives who shall at all times be held by residents of San Francisco who are neither employees nor officers of City nor of SFZS.

#### 17. Insurance.

17.1 Required Insurance. Subject to approval by the City's Risk Manager of the insurers and policy forms, SFZS shall place and maintain throughout the Term of this Agreement and pay the cost thereof as part of the Operating Expenses, the following insurance policies:

(a) Comprehensive general liability insurance with limits not less than \$5,000,000 each occurrence, combined single limit for bodily injury and property damage, or in such greater amount and limits as City may reasonably require from time to time (subject to availability at commercially reasonable rates), including coverage for contractual liability (including coverage for the indemnity by SFZS contained in Section 21 below), fire damage legal liability (of not less than Two Hundred Fifty Thousand Dollars (\$250,000)), bodily injury and

## Leger, Cheryl (BOS)

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**From:** SOTF, (BOS)  
**Sent:** Tuesday, June 11, 2019 8:26 AM  
**To:** Justin Barker  
**Subject:** RE: SOTF - Notice of Hearing - Compliance and Amendments Committee; DATE June 18, 2019 4:30 p.m.

Dear Mr. Barker:

You should be prepared to give a five minute synopsis of your complaint and to answer questions from the Committee. As for the media, this is an open committee meeting, yes, they can attend.

Cheryl Leger  
Assistant Clerk, Board of Supervisors  
Tel: 415-554-7724



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**From:** Justin Barker <justinmbarker@gmail.com>  
**Sent:** Monday, June 10, 2019 10:24 AM  
**To:** SOTF, (BOS) <sotf@sfgov.org>  
**Subject:** Re: SOTF - Notice of Hearing - Compliance and Amendments Committee; DATE June 18, 2019 4:30 p.m.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Thank you, Cheryl,

I appreciate you getting this on the agenda.

Two Questions

Is there more information you can provide about what I should be planning for?

Is the media allowed to attend/ film this meeting?

On Fri, Jun 7, 2019 at 10:50 AM SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> wrote:

Good Morning:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Compliance and Amendments Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: June 18, 2019

Location: City Hall, Room 408

Time: 4:30 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

**File No. 18079:** Complaint filed by Ellen Tsang against Lily Madjus and the Department of Building Inspection (DBI) for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 18072:** Complaint filed by Joshua Klipp against the Recreation and Parks Department for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 18095:** Complaint filed by Sandra Weese against Kevin Guy and the Office of Short- Term Rentals for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

**File No. 19048:** Complaint filed by Justin Barker against the San Francisco Zoo for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 19039:** Complaint filed by Annmarie Mabbutt against the Fine Arts Museums and Members of Board of Trustees of for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.5, 67.6, 67.7 (a)(d) by failing to make the meeting open to the public and failing to properly post a meeting agenda; Section 67.13(a) by created barriers to attendance; Section 67.14(b) by failing to create an audio recording of the meeting; and Section 67.21, by failing to respond to a request for public records in a timely and/or complete manner.

**Documentation (evidence supporting/disputing complaint)**

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). *For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, June 11, 2019.*

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724

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## Leger, Cheryl (BOS)

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**From:** Justin Barker <justinmbarker@gmail.com>  
**Sent:** Wednesday, May 22, 2019 10:42 AM  
**To:** SOTF, (BOS)  
**Subject:** Re: SOTF - Complaint File No. 19048; J. Barker v. SF Zoo  
**Attachments:** Immediate Disclosure Request \_ Board of Directors, Animal Inventory & Emergency Readiness Plan.pdf; Immediate Disclosure Request -- Correspondence .pdf; Immediate Disclosure Request \_ Eastern Black Rhino.pdf

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Cheryl

I wanted to follow up with you to include all of the information requests I have made to SF ZOO to date that was mentioned in the Zoos letter.

I want to ensure that all of the requests are included in my folder and any hearings that are concluded regarding this matter.

Justin

On Tue, May 21, 2019 at 10:51 AM SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> wrote:

Dear Mr. Barker:

Attached as a pdf is the Zoo's response to your complaint, file no. 19048.

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724



Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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Justin Barker &lt;justinbarker@gmail.com&gt;

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**Immediate Disclosure Request : Board of Directors, Animal Inventory & Emergency Readiness Plan**

1 message

---

**Justin Barker** <justinbarker@gmail.com>  
To: VitusL@sfzoo.org, tanyap@sfzoo.org

Tue, May 21, 2019 at 2:05 PM

May 21, 2018

Vitus C.W Leung  
San Francisco Zoo  
1 Zoo Road  
San Francisco CA 94132**RE: Immediate Disclosure Request**

Dear Mr. Leung and Ms. Peterson

I am requesting the **Immediate Disclosure** of the following information.

- Copies of the minutes taken at SFZS Board of Directors meeting from the last 12 months.
- A full list of people who are on the SFZS Board of Directors
- A list of the members of the board of directors who represent the two positions held by community representative who live in San Francisco who are neither employees nor officers of the city nor the SFZS
- A list of animals (including their individual name, species, sex, and age) that housed, cared for or exhibited at San Francisco Zoo that is owned by the City of San Francisco.
- A list of animals (including their individual name, species, sex, and age) that housed, cared for or exhibited at San Francisco that is on loan from other institutions or governmental entities.
- A list of animals, (including their individual name, species, sex, and age) that housed, cared for or exhibited that are participating in the AZA's SSP program.
- A written copy of the San Francisco Zoo's emergency readiness plan including evacuation plans in the event there is a natural disaster including but not limited to floods, earthquakes, tsunamis, and other geologic processes.

I have included **section 16.2. Public Access to Records and Information** for your reference:

SFZS shall provide public access to information concerning the operation of the zoo to the same extent that such information would have been available to the public pursuant to local ordinances if the department had continued to operate the zoo in the same manner as if did prior to the date of this agreement. In addition, SFZS shall comply with all state and federal laws, rules, regulations that govern access by the public to records and information, including without limitation California Public Records Act ( California Government

5/22/2019

Gmail - Immediate Disclosure Request : Board of Directors, Animal Inventory & Emergency Readiness Plan

Code Secs. 6250 et. seg) Without limiting the foregoing, SFZS further agrees that (a) minutes shall be taken at each meeting of its Board of Directors and that minutes of those meetings shall be considered public documents available for public inspection in accordance with the Public Records Act and (b) all information concerning the status of all animals exhibited or otherwise housed or cared for at the zoo shall be deemed public information subject to public inspection under the Public Record Act.

As per city Sunshine Ordinance, **you have 24 hours after receipt of this request** to furnish the requested documents.

I request a waiver of all fees for this request. Disclosure of the requested information to me is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the zoo and is not primarily in my commercial interest.

Thank you for your swift and amicable response to this matter.

Sincerely,

Justin Barker  
(916) 838-3330  
[justinmbarker@gmail.com](mailto:justinmbarker@gmail.com)  
1437 Golden Gate Ave  
San Francisco CA 94115



Justin Barker &lt;justinmbarker@gmail.com&gt;

---

**Immediate Disclosure Request : Eastern Black Rhino**

1 message

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**Justin Barker** <justinmbarker@gmail.com>  
To: VitusL@sfzoo.org, tanyap@sfzoo.org

Wed, May 15, 2019 at 12:01 PM

May 15, 2018

Vitrus C.W Leung  
San Francisco Zoo  
1 Zoo Road  
San Francisco CA 94132**RE: Immediate Disclosure Request**

Dear Mr. Leung and Ms. Peterson

I am requesting the **Immediate Disclosure** of the following information.

-- The reason for death, necropsy reports, keeper notes, any and all correspondence between the San Francisco Zoo and San Diego Zoo/Wildlife Park regarding the **Eastern Black Rhino who died on or around Nov 21st, 2018 while on loan to the San Diego Zoo/Wildlife Park**. Correspondence is including but not limited to emails, texts, instant messages, slack messages, notes, meeting minutes, internal mail and internal messaging, collaborative documents like Google Drive, Box or DropBox between you, or any other way zoo staff communicate.

I have attached the **section 16.2** of the **1993 lease agreement with the City of San Francisco** that mandates the SFZS comply with all state and federal laws, rules, and regulations that govern the access by the public to records and information including providing access to including all information concerning the status of all animals.

As per the Sunshine Ordinance, **you have 24 hours after receipt of this request** to furnish the requested documents.

I request a waiver of all fees for this request. Disclosure of the requested information to me is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the zoo and is not primarily in my commercial interest.

Thank you for your swift and amicable response to this matter.

Sincerely,

Justin Barker  
(916) 838-3330  
[justinmbarker@gmail.com](mailto:justinmbarker@gmail.com)  
1437 Golden Gate Ave  
San Francisco CA 94115

P38

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It is the policy of the Department of the Interior to make available to the public as much information as possible about the activities of the Department. It is the policy of the Department to make available to the public as much information as possible about the activities of the Department. It is the policy of the Department to make available to the public as much information as possible about the activities of the Department.

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It is the policy of the Department of the Interior to make available to the public as much information as possible about the activities of the Department. It is the policy of the Department to make available to the public as much information as possible about the activities of the Department. It is the policy of the Department to make available to the public as much information as possible about the activities of the Department.



Justin Barker &lt;justinmbarker@gmail.com&gt;

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**Immediate Disclosure Request**

3 messages

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**Justin Barker** <justinmbarker@gmail.com>  
To: VitusL@sfzoo.org, tanyap@sfzoo.org

Fri, May 10, 2019 at 9:35 AM

May 10th, 2018

Vitus C.W Leung and Tanya Peterson  
San Francisco Zoo  
1 Zoo Road  
San Francisco CA 94132**RE: Immediate Disclosure Request**

Dear Mr. Leung and Ms. Peterson

I am requesting the **Immediate Disclosure** of the following information.

-- Any and all correspondence between You ( Vitrus C.W Leung), Tanya Peterson and any other San Francisco Zoo Employees regarding **my request for information sent on Nov 3rd 2018** Correspondence is including, but not limited to, emails, texts, instant messages, slack messages, notes, meeting minutes, internal mail and internal messaging, collaborative documents like Google Drive, Box or DropBox between you, or any other way zoo staff communicate.

-- Any and all correspondence between You ( Vitrus C.W Leung), Tanya Peterson and any other San Francisco Zoo Employee regarding **my request for information sent by mail on Dec 11th 2018**. Correspondence is including, but not limited to, emails, texts, instant messages, slack messages, notes, meeting minutes, internal mail and internal messaging, collaborative documents like Google Drive, Box or DropBox between you, or any other way zoo staff communicate.

In addition to this email, a letter has been sent by mail. As per city law, **you have 24 hours after receipt of this request** to furnish the requested documents.

Thank you for your swift and amicable response to this matter.

Sincerely,

Justin Barker  
(916) 838-3330  
[justinmbarker@gmail.com](mailto:justinmbarker@gmail.com)  
1437 Golden Gate Ave  
San Francisco CA 94115

---

**Vitus Leung** <VitusL@sfzoo.org>  
To: Justin Barker <justinmbarker@gmail.com>, Tanya Peterson <tanyap@sfzoo.org>

Fri, May 10, 2019 at 2:49 PM

5/22/2019

Gmail - Immediate Disclosure Request

Mr. Barker:

I am in receipt of your request below. I have forwarded your e-mail to our counsel for an appropriate response. Please be advised that neither I nor Ms. Peterson are City employees.

-Vitus

[Quoted text hidden]

---

**Justin Barker** <justinmbarker@gmail.com>  
Draft To: Vitus Leung <VitusL@sfzoo.org>  
Cc: Tanya Peterson <tanyap@sfzoo.org>

Wed, May 15, 2019 at 11:40 AM

Thank you for your swift response. I have attached the  
[Quoted text hidden]

## Leger, Cheryl (BOS)

---

**From:** Justin Barker, <justinmbarker@gmail.com>  
**Sent:** Tuesday, May 21, 2019 11:42 AM  
**To:** SOTF, (BOS)  
**Subject:** SF Lease Agreement With San Francisco Zoo Society  
**Attachments:** 1993 Lease.pdf; 1993 Zoo Lease Agreement Public Records .png; 032508item9a-documentid=18020 (1).pdf

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Hello Cheryl

I am attaching three documents:

- 1) full lease agreement with the SFZS and SF,
- 2) A screenshot of section 16.2. Public Access to Records and Information.
- 3) A Memo from the City attorney Jeff Dennis Herrera office regarding a previous case about public access to information from the SFZS.

### 16.2. Public Access to Records and Information.

SFZS shall provide public access to information concerning the operation of the zoo to the same extent that such information would have been available to the public pursuant to local ordinances if the department had continued to operate the zoo in the same manner as if did prior to the date of this agreement. In addition, SFZS shall comply with all state and federal laws, rules, regulations that govern access by the public to records and information, including without limitation California Public Records Act ( California Government Code Secs. 6250 et. seq) Without limiting the foregoing, SFZS further agrees that (a) minutes shall be taken at each meeting of its Board of Directors and that minutes of those meetings shall be considered public documents available for public inspection in accordance with the Public Records Act and (b) all information concerning the status of all animals exhibited or otherwise housed or cared for at the zoo shall be deemed public information subject to public inspection under the Public Record Act.

Let me know if need anything else!!

Thank You

COPY

SAN FRANCISCO ZOO

LEASE AND

MANAGEMENT AGREEMENT

By and Between

The City and County of San Francisco

and

The San Francisco Zoological Society

Dated: July 1, 1993

A07A/092393

TABLE OF CONTENTS

1.	<u>Definitions</u>	2
2.	<u>Term of Agreement</u>	5
3.	<u>Premises and Personal Property; As Is Condition</u>	5
4.	<u>Rent</u>	7
5.	<u>Management Fee</u>	7
6.	<u>Payment to City for Services Rendered</u>	9
7.	<u>Use of Premises</u>	10
8.	<u>Management and Supervisory Responsibilities</u>	10
9.	<u>Permits, Licensing and Accreditation</u>	10
10.	<u>Capital Improvements and Alterations</u>	11
11.	<u>Utilities and Services</u>	12
12.	<u>Zoo Animals</u>	14
13.	<u>Maintenance</u>	16
14.	<u>Staffing and Employees</u>	16
15.	<u>Fiscal Matters</u>	19
16.	<u>Public Access and Open Government Provisions</u>	22
17.	<u>Insurance</u>	23
18.	<u>Representations and Warranties</u>	26
19.	<u>Force Majeure</u>	27
20.	<u>Limitation on City's Liability</u>	28
21.	<u>Indemnities</u>	28
22.	<u>Default; Termination of Agreement; Remedies</u>	30
23.	<u>Surrender of Premises; Transition</u>	31
24.	<u>Hazardous Materials</u>	32

25.	<u>Damage or Destruction.</u>	34
26.	<u>Assignments; Subcontracting.</u>	35
27.	<u>Notices.</u>	35
28.	<u>Compliance with Laws.</u>	36
29.	<u>Taxes, Assessments, Licenses, Permit Fees and Liens</u>	38
30.	<u>Miscellaneous.</u>	38

List of Exhibits

- Exhibit A-1: Description of Current Zoo Premises
- Exhibit A-2: Description of Fleishhacker Pool Site
- Exhibit A-3: Description of Oceanside Water Treatment Site
- Exhibit A-4: Description of National Guard Armory Site
- Exhibit B: List of Personal Property
- Exhibit C: Services to Be Provided by City
- Exhibit D: Licenses and Permits
- Exhibit E: Furnished Utilities
- Exhibit F: Scope and Schedule of Infrastructure Bond Work
- Exhibit G-1: Civil Service Employees
- Exhibit G-2: Employee Agreements from Concepts of Expanded Partnership
- Exhibit G-3: Schedule of Employee Agreements
- Exhibit H: Additional Attachments (See Sec. 30.20)

SAN FRANCISCO ZOO

LEASE AND MANAGEMENT AGREEMENT

This San Francisco Zoo Lease and Management Agreement (the "Agreement") is made and entered into as of July 1, 1993, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), acting through its Recreation and Park Commission (the "Commission"), and the SAN FRANCISCO ZOOLOGICAL SOCIETY, a California non-profit corporation ("SFZS").

RECITALS

A. City currently owns, and operates jointly with SFZS, public zoological gardens located in the City of San Francisco and commonly known as the San Francisco Zoo (the "Zoo"). The Zoo is located on certain land owned by City and described in greater detail in Exhibit "A-1" attached hereto.

B. SFZS is a non-profit public benefit corporation organized in 1954 for charitable, scientific and educational purposes for the study and promotion of zoology and wildlife conservation and for the education and recreation of the public. SFZS currently provides a limited range of services for the City's Recreation and Park Department (the "Department") at the Zoo, including the operation of the Children's Zoo, the Insect Zoo, the Zoo's Education Department, the Zoo's food and concession services, the gift shop, Zoo membership, the development office and the Avian Conservation Program.

C. As set forth in its Resolution No. 16420 passed on July 16, 1992, the Commission has determined that it would be in the best interest of City to enter into an agreement with SFZS to lease the Zoo premises to SFZS and provide for the management by SFZS of the entire Zoo operation under the terms and conditions set forth herein.

D. The Department believes that, by shifting increases in Zoo operating costs to SFZS, City funds that would otherwise be required for the operation of the Zoo would be available for other City programs. In addition, the Department believes that management of the Zoo by SFZS would increase private contributions in support of the Zoo, such as the Founders Fund described in this Agreement, that would not otherwise be available so long as the Zoo remained under the management of the City. The Department and SFZS believe that this agreement will provide the greatest opportunity for success of the San Francisco Zoo in fulfilling its mission in education, recreation and conservation of wildlife, providing benefit to the citizens of

San Francisco, and developing the San Francisco Zoo as an important civic asset and attraction.

E. The Board of Supervisors of the City and County of San Francisco, on 7 September, 1993, adopted Ordinance No. 278-93 approving the form and substance of this Agreement, which ordinance was approved by the Mayor on 8 Sept., 1993.

F. The goals of the affiliation between City and SFZS as memorialized by this Agreement are to provide for the highest possible welfare of the animals located at the Zoo through the highest quality animal care and the timely renovation and rebuilding of the Zoo facilities, and to provide for public access to the Zoo and for services to serve the public who visit the Zoo, all in accordance with the "Mission and Goals for the San Francisco Zoological Gardens", as adopted by the Commission on July 18, 1991, in its Resolution No. 16165.

G. City desires to lease the land, improvements and personal property described below to SFZS, and to employ SFZS to provide management and supervisory services in the operation of the Zoo, and SFZS desires to accept such lease and provide such services, under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

1.1 "AAZPA" shall mean the American Association of Zoological Parks and Aquariums.

1.2 "Animal Purchase and Exchange Fund" shall mean City's Animal Purchase and Exchange Fund established pursuant to Section 10.187 of City's Administrative Code.

1.3 "Board of Directors" shall mean the Board of Directors of the San Francisco Zoological Society.

1.4 "Board of Supervisors" shall mean the Board of Supervisors of the City and County of San Francisco, State of California.

1.5 "Business Day" shall mean any day on which banks in the State of California are open for business, excluding Saturdays.

1.6 "Charter" shall mean the Charter of the City and County of San Francisco, as it may be amended from time to time.

1.7 "City" shall mean the City and County of San Francisco, State of California, and all of its boards, commissions, departments, agencies and other subdivisions, including the Commission and the Department.

1.8 "Civil Service Employees" shall mean those permanent, full-time City employees subject to and governed by the civil service and other related provisions of the Charter, including those provisions found in Sections 8.300 et seq. of the Charter.

1.9 "Commission" shall mean City's Recreation and Park Commission.

1.10 "Controller" shall mean City's Controller.

1.11 "Department" shall mean City's Department of Recreation and Parks.

1.12 "Fiscal Year" shall mean a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year.

1.13 "General Manager" shall mean the General Manager of the Department.

1.14 "Gross Revenue" shall mean all revenues, from whatever source, received by SFZS or City from or in respect of the operation of the Zoo and from any income-generating activity carried on therein, including but not limited to the following: (i) all revenues received from admission fees, concessions and fees and charges for all other services provided to the public at the zoo; (ii) membership fees received by SFZS from its members, limited to the amount of the fee required for all categories of membership in SFZS up to and including the "basic" family membership; (iii) all revenue from pay telephones, vending machines and the selling price of all merchandise sold in, on, about or from the Zoo in the ordinary course of business; provided, however, that, with respect to pay telephone revenue and sales of merchandise by vending machines, only the amount of the commission paid to SFZS on account of such sales shall be included; and (iv) all other charges of any character made by SFZS for the rendering of any service or work of any kind

conducted in, on, about or from the Zoo. Except for "basic" membership fees, as set forth in subsection (ii) above, "Gross Revenue" shall not include contributions, donations, pledges or other gifts made by third parties to SFZS that are not derived directly from the services provided by SFZS at the Zoo.

1.15 "Joint Zoo Committee" shall mean the committee described in Section 16.3 below.

1.16 "Operating Expenses" shall mean all operating and maintenance expenses incurred in the operation of the Zoo, including without limitation the following: (a) salaries, payroll taxes and other payroll expenses; (b) charges for utility services; (c) expenses for repair and maintenance of equipment and furnishings; (d) expenses for Routine Maintenance and Repair and for cleaning of the Zoo, including but not limited to expenses related to the vandalism or other damage to gates, equipment, supplies or the Zoo facility; (e) the cost of supplies and equipment; (f) license and permit fees; (g) the cost of insurance attributable to insuring the Property and insuring SFZS against liability relating to the management and operation of the Zoo; (h) the cost of Worker's Compensation Insurance for employees of SFZS; (i) deductible amounts required under any insurance policies; (j) amounts paid by SFZS in settlement of claims against SFZS that are not paid by insurance carriers; and (k) sales taxes and all other taxes resulting from operation of the Zoo.

1.17 "Personal Property" shall mean the personal property described in Section 3.3 below.

1.18 "Pre-Existing Condition" shall mean any condition of disrepair, structural weakness, latent defect or other fault of any part of the Property, or any non-compliance of any part of the Property with any applicable local, state or federal law, that existed on or before July 1, 1993; provided, however, that a Pre-Existing Condition shall not include (a) the aggravation of any such condition by the action of SFZS or its officers, employees or agents, whether negligent or non-negligent, or (b) any condition of disrepair, structural weakness, latent defect or other fault of any part of any building or other structure that was constructed and continuously managed by SFZS prior to the Effective Date of this Agreement.

1.19 "Premises" shall mean the real property and improvements described in Section 3 below.

1.20 "Property" shall mean the Premises and the Personal Property, collectively.

1.21 "Routine Maintenance and Repairs" shall mean all ordinary maintenance and repair of the Zoo facilities and equipment, and replacement of supplies that are normally performed on a day-to-day, periodic, or routine basis in order to keep such facilities and equipment in a good, clean, efficient and safe condition. "Routine Maintenance and Repairs" shall include such minor improvements to the buildings, structures, equipment and facilities of the Zoo as are necessary in the reasonable discretion of SFZS to improve animal care and management.

1.22 "Zoo" shall mean the zoological gardens and related facilities operated on the Premises, which is the subject of this Agreement.

## 2. Term of Agreement.

2.1 Term. The term of this Agreement (the "Term") shall be for a period commencing at 12:01 a.m. on the Effective Date (the "Commencement Date"), and expiring at 11:59 p.m., June 30, 1998 (the "Termination Date"), unless sooner terminated as provided herein.

2.2 Automatic Extension of Term; Right to Terminate. The Term of this Agreement shall be automatically extended for successive periods of five (5) years beyond the Termination Date unless either party terminates the Agreement by giving written notice to the other party by November 30 of the final Fiscal Year of the then current 5-year Term of such party's election to terminate. Termination shall be effective immediately upon expiration of the Fiscal Year in which such notice was given. In no event shall the Term of this Agreement as so extended exceed ninety-nine (99) years. Each reference in this Agreement to "Term" shall mean and refer to the five-year Term then in effect, and each reference to "Termination Date" shall mean and refer to the final day of such term.

## 3. Premises and Personal Property; As Is Condition.

3.1 Leased Premises. Subject to the terms, covenants and conditions set forth in this Agreement, City leases to SFZS and SFZS leases from City approximately sixty-five (65) acres of land and improvements shown on Exhibit "A-1" attached hereto on which the Zoo is currently operated ("Current Zoo Premises"). The Current Zoo Premises and any of the additional premises added pursuant to Section 3.2 below shall be referred to collectively herein as the "Premises".

3.2 Additional Premises. The following property shall be added to the leased premises, and to the definition of "Premises" as used in this Agreement, under the conditions set

forth below, it being the intention of the parties that the Zoo shall ultimately occupy all such property as the Premises:

(a) Fleishhacker Pool Site. At such time as Commission determines that the approximately fifteen (15) acres of land and improvements from the western perimeter of the Current Zoo Premises to the Great Highway and described in more detail in Exhibit "A-2" attached hereto (the "Fleishhacker Pool Site"), should be annexed to the Zoo and used for Zoo purposes, and upon the written agreement of SFZS to accept such land as part of the Premises, the Fleishhacker Pool Site shall be leased to SFZS as part of the leased premises (and added to the definition of "Premises" under this Agreement). City hereby grants to SFZS, until such time as the Fleishhacker Pool Site is added to the Zoo premises pursuant to this Section, a license to use the Fleishhacker Pool Site for vehicle access and parking over those portions of the site that are used by SFZS for such purposes as of the date of this Agreement; provided that any Indemnification of SFZS to City under this Agreement relating to the Premises shall be construed so as to include an Indemnification for Losses relating to those activities and uses carried on by SFZS on the Fleishhacker Pool Site pursuant to such license.

(b) Oceanside Water Pollution Control Plant. At such time as the Oceanside Water Pollution Control Plant currently being constructed on the real property described in Exhibit "A-3" attached hereto (the "Oceanside Premises") is completed in accordance with the "Approved Mitigations, Conditions of Approval and Accepted Joint Use Measures" set forth in the Commission's Resolution No. 15306, adopted March 16, 1989, as determined by the Commission, and upon the written agreement of SFZS to lease such land as part of the Premises on the terms and conditions contained herein, the Oceanside Premises shall be leased to SFZS as part of the leased premises (and added to the definition of "Premises" under this Agreement as of such date).

At such time as the Oceanside Premises are added to the Premises, SFZS agrees to comply with such reasonable restrictions on the use of the Oceanside Premises as may be required by the Commission's Resolution No. 15306 to protect and maintain the underground improvements incorporated into the Oceanside Water Pollution Control Plant.

(c) National Guard Property. At such time as that certain real property currently used by the California National Guard as an armory and described in Exhibit "A-4" attached hereto (the "National Guard Premises"), or any other real property immediately contiguous thereto, becomes available to City for recreational purposes, as determined by the Commission, and upon the written agreement of SFZS to lease such

land as part of the Premises, such National Guard Premises shall be leased to SFZS as part of the leased Premises on the terms and conditions contained herein (and added to the definition of "Premises" under this Agreement as of such date).

The Commission shall use its best efforts to consult with SFZS regarding the progress of and the Commission's intentions regarding the addition of the additional premises described above to the Premises. Notwithstanding any other provision in this Agreement to the contrary, the additional premises set forth above shall not be added to the Premises, nor shall SFZS initiate any improvement to such additional premises, until such time as City has made a determination of the environmental impact of any such improvement, and SFZS has accepted such determination.

3.3 Personal Property. Subject to the terms, covenants and conditions set forth in this Agreement, City leases to SFZS and SFZS leases from City the personal property, vehicles and equipment described in Exhibit "B" attached hereto (the "Personal Property"), and all other personal property owned by City currently located at the Zoo and necessary to the operation and maintenance of the Zoo. City hereby authorizes employees of SFZS to operate any vehicles and other equipment owned by City and leased to SFZS pursuant to and in furtherance of this Agreement, provided that such operation shall be specifically covered by the insurance policies required to be maintained by SFZS under this Agreement. SFZS shall maintain all such Personal Property in good condition and repair, subject to Pre-Existing Conditions, and shall replace with items of similar quality any of the Personal Property that becomes inoperable or unusable and is necessary for the operation of the Zoo in SFZS' reasonable discretion. SFZS shall have the right during the Term of this Agreement to change, replace or remove any logos or other identification markings (other than serial numbers) on any such Personal Property; provided, however, that, as to City-owned passenger vehicles, identification of City ownership approved by the General Manager as to form and location shall be included on such vehicles.

4. Rent. During the Term beginning on the Commencement Date, SFZS shall pay to City annual rent equal to \$1.00 (the "Rent").

5. Management Fee.

5.1 Payment of Management Fee.

5.1.1 Subject to Section 5.1.2 below, as compensation for all of SFZS' services in managing the operation of the Zoo pursuant to this Agreement, and for payment by SFZS of

all Operating Expenses, City shall pay SFZS an annual management fee (the "Management Fee") equal to FOUR MILLION DOLLARS (\$4,000,000.00). The Management Fee shall be paid to SFZS in twelve equal monthly installments on or before the fifteenth (15th) day of each month.

5.1.2 City intends to fund the payment of the Management Fee in each Fiscal Year from a general fund appropriation, which shall be separate and apart from the budget of the Department. The payment of the Management Fee in any Fiscal Year (including any adjustments thereto pursuant to Section 5.2 below) shall also be governed by and subject to the budget and fiscal provisions of the Charter.

5.1.3 As provided in Section 30.15 below, in the first Fiscal Year of the Term of this Agreement, the Management Fee shall be paid by City to SFZS on a prorated basis. In addition, Gross Revenue generated by Zoo operations from July 1, 1993, to the Effective Date, from whatever source, including admission fees collected by the Department and concession revenues and membership fees collected by SFZS, shall be used by the Department and SFZS to fund Zoo Operating Expenses of the current Fiscal Year.

5.2 Adjustment to Management Fee Upon Extension of Term. Upon each extension of the Term of this Agreement as described above, the Management Fee set forth in Section 5.1 above shall be adjusted once to reflect any change in the cumulative amount of wages and benefits paid to all permanent Civil Service Employees then employed at the Zoo as described below; provided, however, that (a) in no event shall the Management Fee as adjusted in accordance with this Section be less in any Fiscal Year after such adjustment than the amount required to be reimbursed by SFZS to City pursuant to Section 6.2 below for such Fiscal Year for the payment of salary and fringe benefits for permanent Civil Service Employees employed at the Zoo, and (b) such adjusted Management Fee shall be subject to the provisions of Section 5.1 of this Agreement.

In making such adjustment to the Management Fee, aggregate, non-overtime wages and benefits paid to permanent Civil Service Employees shall be compared, as of June 30, for the two Fiscal Years most recently ended prior to preparation of the applicable City budget, to determine a percentage change in such wages and benefits (the "Percentage Change in Wages and Benefits"). (By way of example, the adjustment to the Management Fee payable during the first renewal Term would be based upon comparing such wages and benefits, as applicable, in effect as of the end of the third and fourth Fiscal Years of the initial Term hereunder.) Only those Civil Service Employees employed at the Zoo on both such dates shall be considered for purposes of the

foregoing calculation, and appropriate adjustment shall be made in such calculation to the extent that a wage freeze or "catch up" wage increase following a freeze would otherwise distort the calculation. The Management Fee shall then be adjusted upward or downward, as the case may be, by an amount determined by taking only that portion of the Management Fee that equals the amount expended by SFZS in the most recently completed Fiscal Year to reimburse City for the wages and benefits of Civil Service Employees in accordance with Section 6.2 below, and multiplying that portion of the Management Fee by the Percentage Change in Wages and Benefits.

6. Payment to City for Services Rendered.

6.1 Generally. As described below and elsewhere in this Agreement, SFZS shall pay to City the cost of all services provided by City to SFZS under this Agreement and otherwise as requested by SFZS. The payment of all costs for services as set forth below shall be made by SFZS to City within thirty (30) days of receipt by SFZS of a written invoice, and other reasonably required documentation, for such services. SFZS and the Commission shall develop a process to coordinate and document the provision of services by City to SFZS at the Zoo and the payment by SFZS of the costs therefor pursuant to this Section.

6.2 Personnel Costs: SFZS shall pay to City the salary and fringe benefits (including overtime pay when authorized or approved in writing by SFZS, excluding workers' compensation premiums or claims, which shall continue to be paid by City), at the rate for each Civil Service Employee job classification, for all City personnel performing services directly for the Zoo, and requested in advance by SFZS in writing (except in the case of emergency services, which may be authorized orally subject to subsequent written authorization).

6.3 Utilities. Unless such services are to be provided without charge pursuant to separate agreements between SFZS and City, SFZS shall pay to City the cost of all utility services provided to the Zoo in accordance with Section 11 below; provided, however, that (a) if and to the extent that the Department is not charged for water or other utilities used by the Department, there shall be no charge to SFZS for the provision of water or other utilities to the Zoo, and (b) the rate paid by SFZS for such utility services shall not exceed the rate charged to the Department or other City departments for comparable services.

6.4 Miscellaneous Services. SFZS shall pay to City a mutually agreed charge for any other services from time to time requested by SFZS, including without limitation those services listed in Exhibit "C" attached hereto.

7. Use of Premises.

7.1 Permitted Use. SFZS shall use and continuously occupy the Property during the Term solely for the operation of a public zoological gardens and related and incidental purposes in accordance with this Agreement, and for no other purpose.

7.2 Days and Hours of Operation. Except in the case of public disaster or other major emergency, or as otherwise permitted by resolution of the Commission, the Zoo shall remain open 365 days per year, at least seven (7) hours per day, the specific opening and closing times to be set by SFZS.

7.3 No Illegal Uses or Nuisances. SFZS shall not use or occupy any of the Premises, and shall use its reasonable efforts not to permit the use or occupancy thereof, in any unlawful manner or for any illegal purpose, and shall exercise reasonable efforts not to permit to be carried on any activity that would constitute an actionable nuisance under the laws of the State of California. SFZS shall take all reasonable precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises, except as to Pre-Existing Conditions.

8. Management and Supervisory Responsibilities. SFZS is hereby given general authority to manage and supervise the day-to-day operation of the Zoo as an independent contractor and to perform the specific duties hereinafter set forth, subject to the terms and provisions of this Agreement.

9. Permits, Licensing and Accreditation.

9.1 Required Permits, Licenses and Accreditation. Throughout the Term (including any extensions thereof), SFZS shall cause both itself and the Zoo to be at all times (a) accredited in good standing with the AAZPA; and (b) licensed with the United States Department of Agriculture. Any failure on the part of SFZS to comply with this Section shall constitute a material breach of this Agreement.

9.2 Other Licenses and Permits. Attached hereto as Exhibit "D" is a list of all licenses and permits currently held by City in connection with the operation of the Zoo. Subject to any necessary approvals, City hereby agrees to transfer all such licenses and permits to SFZS, and SFZS and City

shall use their best efforts to either have those licenses and permits legally transferred to SFZS or to have them canceled upon SFZS's obtaining replacement permits or licenses in its name if transfer is not possible; provided, however, that certain licenses and permits shall remain in the possession of City and under City's name, and SFZS shall hereby be authorized as the agent of City to perform such services under such licenses and permits as are required in the operation of the Zoo to the extent permitted by applicable law, if (a) such licenses or permits are required to be held by a governmental entity and/or owner of the Premises, or (b) it is more cost effective for such licenses or permits to remain with City. Upon any termination of this Agreement for any reason, SFZS shall transfer all licenses and permits listed on Exhibit "D" back to City and SFZS shall use its best efforts to assist City with the documentation of any such transfer or reapplication for any such permit or license to be held in City's name after such termination.

10. Capital Improvements and Alterations.

10.1 Improvements and Alterations, Generally.

Subject to Section 10.2 below and the requirements of the Charter, SFZS may make such capital improvements and alterations to the Premises and the Zoo facilities as SFZS shall determine in its reasonable discretion are necessary to operate the Zoo, all in accordance with the "Zoo 2000 Master Plan" as approved by the Commission and SFZS (subject to subsequent modification and amendment); provided, however, that, other than Routine Maintenance and Repairs or any capital expenditure of \$50,000 or less, SFZS shall not make any expenditure of funds for a capital improvement or alteration to the Premises or Zoo facilities without passage by the Commission of a Resolution specifically approving such expenditure.

Prior to making any alterations or capital improvements to the Premises pursuant to this Section, SFZS shall submit preliminary plans for such alterations or improvements to the Commission for its review and, to the extent required under the preceding paragraph, approval. Upon completion of any such project, SFZS shall provide copies of the final as-built plans and specifications to the Department. Any alterations or capital improvements made by SFZS to or on the Premises shall comply with any and all applicable local, state and federal laws, rules and regulations, and SFZS shall obtain any required permits for such alterations and capital improvements, at its expense.

Notwithstanding any other provision in this Agreement to the contrary, SFZS shall not make any alteration or improvement to the Premises that may require the approval of the California Office of Statewide Health Planning and Development (OSHPD), or which may involve "asbestos-related work" as defined

in Section 25914.1 of the California Health and Safety Code, without the prior written approval of the Commission. Any capital improvements or alterations involving "asbestos-related work" as defined above shall be performed in accordance with the applicable provisions of state law, and SFZS shall post all warning notices required for asbestos-related work required under Section 25916 of the California Health and Safety Code.

10.2 Prohibited Capital Improvements and Alterations. SFZS shall not under any condition, without the express authorization of the Commission after passage of a Resolution, (a) make any capital improvement or alteration to the Property or the Zoo facilities not in conformance with the City's Master Plan, (b) make any capital improvement or alteration to the Property or the Zoo facilities that is subject to the approval of a City department, commission or agency, when such approval has not been obtained, or (c) demolish or substantially alter any building on the Premises that has been designated as a local, state or federal historic landmark.

10.3 Title to Improvements. Except as otherwise provided in this Agreement, all appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the Premises during the Term shall be and remain the property of City and shall not be removed by SFZS.

10.4 SFZS's Personal Property. All furniture, furnishings and articles of movable personal property installed in the Premises by or for the account of SFZS, without expense to City, and which can be removed without structural or other material damage to the Building (all of which are herein called "SFZS' Property") shall be and remain the property of SFZS and may be removed by it subject to the provisions of Section 24. At least ten (10) days prior to delinquency, SFZS shall pay all taxes levied or assessed upon SFZS's Property and shall deliver satisfactory evidence of such payment to City.

## 11. Utilities and Services.

11.1 Utilities and Services. City hereby agrees to furnish, or cause to be furnished, to the Premises the utilities and services (the "Furnished Utilities") specified in Exhibit "E" attached hereto; provided that SFZS shall pay the cost of such utilities as provided in Section 6 above. Except as provided above, SFZS shall furnish, at its cost, any other utilities or services necessary or appropriate for the operation of the Zoo in accordance with this Agreement.

11.2 Maintenance of Utilities. City hereby agrees to maintain, repair and replace as necessary the lines and equipment serving the Furnished Utilities only up to the point at

which such utilities are metered on the Premises (the "Metering Points"). Except for such work as is anticipated to be completed in accordance with Section 11.4 below or may be required of the San Francisco Clean Water Program in furtherance of the operation of the Oceanside Water Pollution Control Plant or to install or maintain an alternate source of water supply to the Zoo in accordance with Section 11.5 below, SFZS shall have the responsibility and obligation to maintain, repair and replace as necessary the lines and equipment serving the Furnished Utilities after the Metering Points for such utilities. The Department shall cooperate with SFZS in processing any applicable manufacturer's or contractor's warranty claims for any damage or required maintenance or repair to any utility serving the Premises.

11.3 Cost of Furnished Utilities. Subject to the provisions of Sections 6.3 and 11.5.2, City hereby agrees that any charges levied shall be paid by SFZS for the Furnished Utilities at the rate customarily charged by City to other facilities owned by City and operated by the Department.

11.4 Completion of Infrastructure Repairs. City agrees to expend a portion of the proceeds of certain general obligation bonds authorized by the voters prior to the date of this Agreement, if and when such bonds are issued and funds therefrom appropriated by City, for certain subsurface and infrastructure work on the Premises, the scope and an approximate schedule of which is attached hereto as Exhibit "F". However, no guarantee is hereby made that any such bonds will be issued, or that any proceeds of such bonds will be appropriated and expended for any particular purpose. SFZS shall not be required to reimburse City for the cost of any subsurface or infrastructure work performed on the Premises the costs of which are paid by such bonds.

#### 11.5 Water Supply.

11.5.1 Alternative Water Sources. SFZS acknowledges and agrees that the water supply to the Premises for certain limited purposes, such as irrigation, animal exhibit cleaning and animal drinking, may be provided through such alternative sources as reclaimed waste-water or well-water in such amounts and at such times as may be determined by City; provided, however, that any such alternative source of water shall be of adequate quantity and quality for the particular purpose, and shall comply with any applicable local, state or federal standards for the particular use, and with any requirements imposed by the AAZPA or United States Department of Agriculture with respect to water used in zoological gardens.

11.5.2 Water Wells. SFZS acknowledges and agrees that (a) any water wells currently or in the future in place on the Premises shall remain under the exclusive control and jurisdiction of City, (b) any such wells may be capped by City at any time in City's discretion, or the water from any such wells may be diverted from the Premises for use outside of the Premises at City's discretion, provided that SFZS shall continue to be provided water of comparable quantity and quality at no additional cost, and (c) that City may, at its discretion, sink additional water wells on the Premises, provided that SFZS shall be consulted prior to the sinking of such wells, and that the placement and operation of such wells shall not materially impair SFZS' ability to operate or manage the Zoo pursuant to the terms of this Agreement. The City shall maintain the water wells and related pump facilities at its expense.

11.6 Emergency Services. In the event of a natural disaster or other life-threatening public emergency, City shall use its reasonable efforts, consistent with City's police powers, to make such emergency repairs as shall be required on the Premises to avert or minimize harm or injury to persons, animals or property on the Premises, as determined by City in its reasonable discretion. The costs of any such services that are beyond the scope of services customarily provided by City to the public shall be reimbursed by SFZS to City based upon the cost of such services that City would normally charge to City Departments.

## 12. Zoo Animals.

12.1 Ownership of Animals. Except those animals under loan from other institutions or governmental entities, all animals currently and in the future exhibited, housed or otherwise kept or cared for on the Premises (collectively, the "Zoo Animals"), shall be and remain the sole property of City.

12.2 Care of Animals. SFZS shall care for all Zoo Animals; provided, however, that such animal care shall be provided in accordance with all federal, state and local laws and regulations, and in accordance with the policies and guidelines adopted by the AAZPA.

12.3 Sale and Purchase of Animals. Subject to the conditions set forth below, SFZS shall have the authority to sell or otherwise acquire or dispose of Zoo Animals in the course of SFZS' operation of the Zoo:

- (a) The purchase, sale or other disposition of Zoo Animals shall be made in strict accordance with (i) all applicable federal, state or local laws, regulations and policies, (ii) the guidelines and policies of the AAZPA, and

(iii) the "Animal Acquisition and Disposition Policy" adopted by the Commission, as it may be supplemented in consultation with SFZS;

(b) Subject to the fiscal provisions of the Charter, City shall appropriate to SFZS each Fiscal Year the full amount held in the Animal Purchase and Exchange Fund, or such other funds that may be established for the purpose of animal purchases at the Zoo (including without limitation those funds referred to in Section 15.8), for expenditure by SFZS for the purchase of animals in accordance with this Section;

(c) SFZS may also purchase Zoo Animals using funds other than those identified in subsection (b) of this Section 12.3, provided that such animals shall become the property of City; and.

(d) Unless otherwise approved by Resolution of the Commission, all cash proceeds of any sale or other disposition of Zoo Animals shall be immediately deposited by SFZS upon their receipt into the Animal Purchase and Exchange Fund or other segregated fund established by SFZS; provided, however, that (i) expenditures from any such other fund must be specifically restricted to animal purchases and may not be used for any other operating or capital expense at the Zoo, and (ii) all amounts in such other fund shall be held in trust by SFZS for the benefit of City and shall be transferred to the Animal Purchase and Exchange Fund immediately upon the expiration or sooner termination of this Agreement.

12.4 Golden Gate Park Bison Exhibit. As part of its obligations under this Agreement, SFZS shall provide animal and veterinary care to the bison and consultation regarding capital improvements to the bison exhibit located within Golden Gate Park as the Department shall reasonably request from time-to-time. The Department expects that City will expend a portion of the proceeds of certain general obligation bonds authorized by the voters prior to the date of this Agreement, if and when such bonds are issued by City, for certain improvements to the bison exhibit at Golden Gate Park. However, no guarantee is hereby made that any such bonds will be issued, or that any proceeds of such bonds will be used for any particular purpose.

12.5 Other Park Facilities. SFZS shall provide veterinary care services as may be reasonably requested by the Department for animals at the Randall Museum and other park facilities.

12.6 San Bruno Jail Bison. SFZS shall provide animal and veterinary care for the bison herd located at the San Bruno Jail facilities in accordance with USDA requirements until such time as responsibility for such care shall be transferred from the Department to City's Sheriff's Department, or until the herd shall be sold in accordance with Zoo policy.

13. Maintenance.

13.1 Generally. SFZS shall maintain the Zoo in a clean, safe, sanitary and sightly condition, and as necessary to maintain all licenses and accreditations in accordance with Section 9 above; provided, however, that such obligation shall not, except as specifically set forth herein, require SFZS to repair or otherwise remedy a Pre-Existing Condition. SFZS shall employ sufficient personnel, or show evidence satisfactory to City of personal service contracts which provide such personnel, to perform the maintenance and repair work in a prompt and efficient manner in order to keep the Zoo premises at all times in an operating condition that is clean, safe and attractive.

13.2 Contractor Insurance. Each party hereto shall provide evidence acceptable to the other that any contractor engaged by a party to perform work on the Premises maintain insurance in amounts, on policies of coverage and offered by companies satisfactory to City and SFZS, including but not limited to Worker's Compensation Insurance (including Employers' Liability Insurance) and insurance against liability for injury to persons and property arising out of all such contractor's operations, and the use of owned, non-owned or hired automotive equipment in the pursuit of all such operations.

14. Staffing and Employees.

14.1 Generally. Except as provided below, and except for the employees of contractors under agreement with SFZS for the provision of services to the Zoo, all personnel engaged in the Zoo operation shall be employees of SFZS subject to its sole supervision, direction and control, and under no circumstances shall they be considered employees of the City. Except as otherwise provided herein, SFZS shall have the exclusive right to hire and discharge its employees and to fix rates of compensation. SFZS shall control and supervise the conduct, demeanor and appearance of its employees and shall train its employees to render a high degree of courteous and efficient service to the public. SFZS shall comply with all applicable federal, state and local laws, ordinances and regulations pertaining to all employees at the Zoo.

14.2 Civil Service Employees. SFZS acknowledges and agrees that the permanent Civil Service Employees employed at

the Zoo as of the date of this Agreement, as listed on Exhibit "G-1" attached hereto, may remain employees of City assigned to the Zoo, whose employment shall be governed by the terms and conditions of (a) the labor agreements included within the "Concepts for Expanded Partnership Lease Agreement" as approved by the Board of Supervisors and as such agreements are set forth in Exhibit "G-2" attached hereto, and (b) the applicable union contracts or memoranda of understanding, as applicable to such Civil Service Employees, listed in the schedule attached hereto as Exhibit "G-3" (Exhibits G-2 and G-3 collectively, and as the same may hereafter be amended or superseded, the "Civil Service Employee Agreements"). Any amendments to the terms of the Civil Service Employee Agreements shall not alter any of the other provisions of this Agreement. To the extent consistent with applicable law, SFZS shall be consulted in any negotiations regarding the employment conditions of Civil Service Employees, including any negotiations that might result in an amendment to any of the Civil Service Employee Agreements.

All Civil Service Employees assigned to the Zoo pursuant to this Section shall remain subject to the civil service provisions of the Charter (including without limitation Sections 8.300 et seq.) and the applicable rules of City's Civil Service Commission; provided, however, that (a) City hereby authorizes SFZS to supervise such Civil Service Employees in the performance of their jobs at the Zoo and to direct the work force, organize the services provided, determine the methods, means and personnel by which Zoo operations are to be conducted; establish and/or revise performance levels, standards or norms, prepare work schedules, measure employees' performance, recommend discipline for employees who perform at less than acceptable levels, and promulgate reasonable rules and regulations pertaining to Zoo employees; and (b) SFZS shall have the right to request the Department to petition City's Civil Service Commission to effect a change in job classification or title of Civil Service Employees in accordance with the Charter. Positions of current Civil Service Employees assigned to the Zoo that become vacant for any reason, including but not limited to resignation, termination, reassignment or retirement, shall not be filled by City employees subject to Civil Service provisions. With respect to the discipline of Civil Service Employees, the Department acknowledges that it shall continue to abide by its Uniform Disciplinary Procedure as adopted by the Department in September, 1986, and any amendments or modifications the Commission shall make thereto.

14.3 Zoo Director and Chief Veterinarian. The Zoo Director and Chief Veterinarian of the Zoo shall be appointed and removed in accordance with Charter Section 3.551; provided, however, that (a) the General Manager and the Commission shall

consult with SFZS in good faith regarding the appointment or removal of the Zoo Director and the Chief Veterinarian, (b) the Zoo Director and the Chief Veterinarian shall be employees of SFZS throughout the Term of this Agreement, and (c) SFZS shall have the right to terminate this Agreement upon written notice to City that SFZS does not approve of the termination or appointment of a Zoo Director or Chief Veterinarian (provided that before such termination by SFZS becomes effective, City, acting through the General Manager, shall have a reasonable period of time necessary to exercise due process to make a decision and obtain Commission approval regarding the removal or appointment, as the case may be, of a Zoo Director or Chief Veterinarian acceptable to SFZS). In the event Charter Section 3.551 is amended after the Effective Date of this Agreement, this Section shall be construed to be consistent with such Section as amended.

14.4 Payroll and Taxation. SFZS shall make or cause to be made all necessary payroll deductions for disability and unemployment insurance, social security, withholding taxes and other applicable taxes, and prepare, maintain and file or cause to be filed all necessary reports with respect to such taxes or deductions, and all other necessary statements and reports pertaining to labor employed by SFZS in or about the Zoo (other than the Civil Service Employees).

14.5 Independent Contractor; Payment of Taxes and Other Expenses. In the event City or a state or federal taxing authority, determines that SFZS or any of its employees (other than the Civil Service Employees) is an employee of the City for purposes of collection of any employment taxes, the amounts payable to SFZS under this Agreement shall be reduced by an amount (the "Tax Liability") equal to both the employee and employer portions of the amount due to such taxing authority pursuant to that determination (offsetting any credits for amounts already paid by SFZS that can be applied against such tax liability). The City shall then forward the Tax Liability to the relevant taxing authority. In the event a relevant taxing authority determines that a Tax Liability exists for past services performed by SFZS or its employees under this Agreement, upon notification of such determination by City, SFZS shall promptly remit such Tax Liability to the Controller. If such Tax Liability is not promptly remitted, the Controller shall cause the amount of such Tax Liability to be withheld from future payments due to SFZS under this Agreement (offsetting any amounts already paid by SFZS that can be applied as a credit against such Tax Liability). A determination of employment status pursuant to this Section shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, SFZS and its employees shall not be considered employees of the City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that SFZS or

any of its employees is an employee of the City, then the Controller shall reduce the amount owed to SFZS under this Agreement pursuant to principles similar to those stated in the foregoing sentences of this Section so that the total expenses of the City under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that SFZS and its employees were not employees of the City.

15. Fiscal Matters.

15.1 Founders' Fund. SFZS agrees to establish a "Founders' Fund" and to provide from private sources a minimum of \$10,000,000 within the first five (5) years of the Term of this Agreement to be deposited into such fund. All amounts deposited into the Founders' Fund shall be expended approximately as follows: \$5,000,000 shall be used to fund Zoo capital improvements; \$2,000,000 shall be used to fund Zoo Operating Expenses; and \$3,000,000 shall be used to increase the SFZS Endowment Fund. SFZS shall have the right to increase allocation of undesignated funds to capital improvements or Zoo Operating Expenses, and decrease allocation to the Endowment Fund, to meet the immediate needs of the Zoo. Should SFZS have raised less than \$10,000,000 for the Founders' Fund as of the Effective Date of this Agreement, SFZS shall agree to provide a minimum of \$8,150,000 in cash and pledges by such date, approximately \$5,000,000 of which shall be used for capital improvements, \$2,000,000 for Zoo Operating Expenses, and the balance for the Endowment Fund.

15.2 Capital Campaign. SFZS shall use its reasonable efforts to initiate and complete a fund-raising campaign in a minimum amount of \$25,000,000 to finance the construction of capital improvements at the Zoo in accordance with the terms of this Agreement.

15.3 SFZS Revenue; Payment of Expenses. SFZS shall collect a minimum of \$7,000,000 annually in revenue from Zoo operations and contributions to SFZS from other sources (excluding the Management Fee payable hereunder), all of which revenue shall be expended by SFZS on Operating Expenses, capital improvements at the Zoo and other Zoo purposes. All Operating Expenses shall be the obligation of SFZS and shall be paid by SFZS promptly when due. All revenue collected by SFZS at the Zoo, including without limitation fees and receipts from admission, concessions, souvenirs and other services offered by SFZS to the public at the Zoo, and all contributions collected by SFZS from any other source, shall be expended or invested by SFZS exclusively for Zoo purposes.

15.4 Bond Issuances. City shall use its reasonable efforts to place before the voters during the initial Term of this Agreement, in accordance with the Charter, a measure calling for the issuance of general obligation bonds or other acceptable method of public financing in an aggregate amount of at least \$25,000,000 to finance capital improvements at the Zoo, including a new front Zoo entrance, new animal exhibits and such other facilities as City and SFZS may reasonably agree; provided, however, that (a) nothing in this Agreement shall limit the authority of the Board of Supervisors to determine whether or not to place such a bond issuance measure before the electorate in any year, and (b) in the event such bonds are authorized by the voters, no guarantee is hereby made that any such bonds will be issued, or that any proceeds of such bonds will be used for any particular purpose. Except as explicitly set forth in this Agreement, in the event such a general obligation bond issuance measure is not placed on the ballot, or such a measure is not approved by the requisite majority of the voters, City shall not be required to contribute any funds to SFZS or the Zoo operations in excess of the Management Fee required under this Agreement.

15.5 Miscellaneous Fees and Prices. Except for fees for general admission to the Zoo, as set forth in Section 15.7 below, and subject to Joint Zoo Committee review as provided in Section 16.3 below, SFZS shall have the authority to set the amount of all prices and fees for services rendered or sales made to the public or otherwise at the Zoo, including without limitation food and drink concessions, tram or other vehicle rides, souvenirs, parking, special exhibits and other special events.

15.6 Admission Fees and Gate Receipts. The Commission shall have the right to approve the fees charged by SFZS for admission to the Zoo; provided, however, that (a) SFZS shall notify the Commission of a proposed change to the admission fees at least ninety (90) days prior to the proposed effective date of such change; and (b) the proposed fee change shall not become effective without an approving Resolution of the Commission, which approval shall not be unreasonably withheld. The Commission's decision to approve or disapprove of any proposed change to the admission fees at the Zoo shall be made in consideration of the following and other relevant factors: Admission fees at comparable zoos in other locations; admission fees at other City facilities open to the general public; the level of Operating Expenses at the Zoo; changes to the Consumer Price Index Urban Wage Earners and Clerical Workers (base years 1982-1984 = 100) for San Francisco-Oakland-San Jose area as published by the United States Department of Labor; and factors affecting labor costs at the Zoo, including without limitation agreements with labor unions and City's Civil Service rules and ordinances.

15.7 Solicitation of Private and Public Funding. SFZS shall (a) use its best efforts to (i) actively solicit private support for SFZS through membership fees and charitable contributions and (ii) actively solicit federal, state or local grants or other funds to support the operation and purposes of the Zoo; and (b) except as otherwise approved in writing by the Commission, apply all funds contributed to it as membership fees, charitable donations, public grants or loans, or any other sources, to the Operating Expenses, capital improvements at the Zoo and other Zoo purposes in accordance with this Agreement, and to the administrative and operating expenses of SFZS. City hereby agrees to use its reasonable efforts to assist SFZS in the solicitation of federal and state grants or other sources of public funding to support the operation of the Zoo.

15.8 Capital Improvement Funds. City hereby agrees that all City funds that have been, are currently, or are in the future explicitly and specifically dedicated to the maintenance or improvement of the Zoo, as determined by City in its reasonable discretion, including without limitation those funds established within the Department's budget known as the Zoo Gift Fund and the Augostoff L. Honore Fund, bond issues, bequests and other charitable gifts, shall be made available to SFZS for its use in maintaining and improving the Zoo facilities; provided, however, that (a) such funds shall be used by SFZS consistent with the designated purposes and conditions of such funds, as determined by City in its sole discretion, and (b) no guarantee is hereby made that the proceeds of any bonds will be used for any particular purpose. Without limiting the foregoing, City may advance such funds to SFZS with respect to infrastructure or Clean Water Program work as referred to in Sections 11.2 and 11.4 above to the extent elements of such work may be incorporated in other capital improvements being undertaken by SFZS.

15.9 Annual Budget and Report. Within thirty (30) days of the mutual execution of this Agreement, and on or before May 1 of each year throughout the Term of this Agreement, SFZS shall, at its sole expense, prepare and submit to the Commission for its review an annual report and budget (the "Budget") setting forth a summary of the operations of the Zoo and the services provided by SFZS at the Zoo, and the estimated Gross Revenues, Operating Expenses and capital expenses of the Zoo for the following Fiscal Year (or, in the case of the initial Budget, for the first such Fiscal Year of this Agreement). The Commission may, at its discretion, provide comments or suggestions to SFZS on a submitted budget. In addition, the Commission shall have the right to disapprove the Budget in the event the Commission determines that the Management Fee or other Gross Revenues are projected to be expended for purposes inconsistent with the requirements of this Agreement. If the

Commission disapproves a Budget pursuant to the preceding sentence and SFZS fails to resubmit a Budget acceptable to the Commission within sixty (60) days of such disapproval, such event shall constitute an "Event of Default" under Section 22.1 below.

15.10 Annual Accounting. Within thirty (30) days after the end of each Fiscal Year, SFZS shall arrange for an audit of its books and records by an independent, certified public accountant approved by the Controller, which audit shall be conducted at SFZS's sole cost and expense and shall cover the previous Fiscal Year. SFZS shall deliver to the Commission for its acceptance an original, signed copy of each such annual audit, by the earlier of (a) thirty (30) days after the completion of such audit or (b) 120 days after the end of the Fiscal Year covered by such audit.

15.11 Books and Records; Audits. SFZS shall establish and maintain at the Zoo books, records and systems of account relating to the Zoo's Gross Revenue, Operating Expenses and the Founders' Fund in accordance with good accounting practices. These books, records and systems of account shall be retained by SFZS during the Term and shall be available at all reasonable times, with or without notice, for inspection and audit by City or its agents. Such books, records and systems of account shall be retained by SFZS in accordance with generally accepted accounting practices, and, upon termination of this Agreement, all retained books, records and systems of account shall be delivered to the Controller.

16. Public Access and Open Government Provisions.

16.1 Generally. SFZS agrees to operate the Zoo with the goal of providing the widest possible access of the Zoo to the general public, at an affordable cost. In furtherance of that goal, SFZS agrees to retain the policy of providing free access to the Zoo on certain days, of providing free admission to the Zoo for school groups, and to pursue other options for ease of access to the Zoo and special services at the Zoo for children, seniors, the disabled and disadvantaged groups. These policies may be revised from time to time in accordance with Commission policies applicable to other City facilities managed by the Department.

16.2 Public Access to Records and Information. SFZS shall provide public access to information concerning the operation of the Zoo to the same extent that such information would have been available to the public pursuant to local ordinances if the Department had continued to operate the Zoo in the same manner as it did prior to the date of this Agreement. In addition, SFZS shall comply with all state and federal laws, rules and regulations that govern access by the public to records

and information, including without limitation the California Public Records Act (California Government Code Secs. 6250 et seq.). Without limiting the foregoing, SFZS further agrees that (a) minutes shall be taken at each meeting of its Board of Directors, and that the minutes of those meetings shall be considered public documents available for public inspection in accordance with the Public Records Act, and (b) all information concerning the status of all animals exhibited or otherwise housed or cared for at the Zoo shall be deemed public information subject to public inspection under the Public Records Act.

16.3 Joint Zoo Committee. City and SFZS hereby agree that the standing committee known as the "Joint Zoo Committee" shall be maintained throughout the Term of this Agreement, which committee shall consist of three (3) members of the Commission and three (3) members of the Board of Directors (chosen at the discretion of the Commission and the Board of Directors, respectively). The Joint Zoo Committee shall hold regular, public meetings at least eleven (11) times per calendar year to discuss and hear public testimony regarding major policies affecting the Zoo, including without limitation the setting of fees, new animal exhibits, animal acquisition and disposition policies, land use, and capital and operating budgets. The Joint Zoo Committee shall be an advisory committee and shall not have any legislative authority not specifically granted to it by this Agreement.

16.4 Designated Positions of Board of Directors. SFZS hereby agrees that two (2) positions on its Board of Directors shall be held by community representatives who shall at all times be held by residents of San Francisco who are neither employees nor officers of City nor of SFZS.

17. Insurance.

17.1 Required Insurance. Subject to approval by the City's Risk Manager of the insurers and policy forms, SFZS shall place and maintain throughout the Term of this Agreement and pay the cost thereof as part of the Operating Expenses, the following insurance policies:

(a) Comprehensive general liability insurance with limits not less than \$5,000,000 each occurrence, combined single limit for bodily injury and property damage, or in such greater amount and limits as City may reasonably require from time to time (subject to availability at commercially reasonable rates), including coverage for contractual liability (including coverage for the indemnity by SFZS contained in Section 21 below), fire damage legal liability (of not less than Two Hundred Fifty Thousand Dollars (\$250,000)), bodily injury and

broadform property damage. Any deductible under such policy shall not exceed \$10,000 for each occurrence.

(b) Comprehensive automobile liability insurance with limits not less than \$1,000,000 for each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired automobiles, as applicable. Any deductible under such policy shall not exceed \$10,000 for each occurrence.

(c) Workers' Compensation Insurance, including Employers' Liability, with limits not less than \$1,000,000 for each accident, covering all employees employed by SFZS (excluding Civil Service Employees) in or about the Zoo to provide statutory benefits as required by the laws of the State of California. Said policy shall be endorsed to provide that the insurer waives all rights of subrogation against City.

(d) Errors and omissions coverage for SFZS officers and members of its Board of Directors, with a policy limit not less than \$1,000,000.

(e) Malpractice liability insurance covering the Chief Veterinarian, in the same general form and amount as that in effect on the Commencement Date.

(f) Commercial crime insurance, including Employee Dishonesty, Loss Inside/Outside and Depositors Forgery coverage, in the same general forms and amounts as that in effect on the Commencement Date.

## 17.2 Miscellaneous Insurance Matters.

17.2.1 Should any of the required insurance be provided under a claims-made form, SFZS shall maintain such coverage continuously throughout the Term hereof and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Agreement, such claims shall be covered by such claims-made policies.

17.2.2 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit of less than \$10,000,000 or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

17.2.3 All insurance policies obtained pursuant to this Section shall be written or endorsed to provide:

(a) Name as additional insured the City and County of San Francisco, its officers, agents and employees, to the extent of losses as to which SFZS has Indemnified City under Section 21 below;

(b) That thirty (30) days written notice of cancellation, non-renewal or reduction in coverage or limits shall be given to the General Manager in the manner and at the addresses specified below; and

(c) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

17.2.4 SFZS shall deliver to City certificates of insurance in form and with insurers satisfactory to City, evidencing the coverages required hereunder, on or before the Commencement Date, together with complete copies of the policies promptly upon City's request, and SFZS shall provide City with certificates or policies thereafter at least thirty (30) days before the expiration dates of expiring policies. In the event SFZS shall fail to procure such insurance, or to deliver such policies or certificates, City may, at its option, procure the same for the account of SFZS, and the cost thereof shall be deducted from the Management Fee payable to SFZS by City; provided, however, that City shall not be entitled to procure such insurance for the account of SFZS unless City shall have given SFZS thirty (30) days' prior written notice of its intention to do so, and during such time SFZS shall not have procured such insurance for its own account in accordance with the terms of this Agreement.

17.2.5 SFZS and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by SFZS with respect to risks comparable to those associated with the Property, then the amounts or coverages carried by SFZS shall be increased to conform to such general commercial practice, so long as such increased coverage is available at commercially reasonable rates.

17.2.6 SFZS's compliance with the provisions of this Section shall in no way relieve or decrease SFZS's liability under any indemnity contained in any other provision of this Agreement.

17.2.7 SFZS shall comply with the provisions of any insurance policy covering SFZS or the City, and with any notices, recommendations or directions issued by any insurer under such insurance policies so as not to adversely affect the insurance coverage.

17.2.8 Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of insurance and to the extent of insurance proceeds received with respect to the loss, City and SFZS each hereby waive any right of recovery against the other party and against any other party maintaining a policy of insurance with respect to the Property or any portion thereof or the contents of any of the same, for any loss or damage maintained by such other party with respect to the Property or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party. If any policy of insurance relating to the Premises carried by SFZS does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, SFZS shall, if possible, obtain from the insurer under such policy a waiver of all rights of subrogation the insurer might have against City or any other party maintaining a policy of insurance covering the same loss, in connection with any claim, loss or damage covered by such policy.

18. Representations and Warranties. SFZS hereby represents and warrants to City and covenants as follows:

18.1 Experience. SFZS is experienced in the operation and management of zoological gardens and hereby agrees to apply its best efforts and most efficient methods in the operations and management of the Zoo.

18.2 Formation. SFZS is a non-profit corporation duly incorporated, validly existing and in good standing under the laws of the State of California. SFZS shall at all times during the Term of this Agreement maintain its tax-exempt status under Sections 501(c)(3) of the Internal Revenue Code.

18.3 Authority. SFZS has full power and authority (corporate or otherwise) to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of SFZS and no other corporate or other action on the part of SFZS is necessary to authorize the execution and delivery of this Agreement.

18.4 Management and Organization. SFZS is and shall at all times during the Term of this Agreement be managed and organized to provide managerial capacity and skills, and a

broad representation of the San Francisco community, necessary in City's reasonable discretion to carry out the terms of this Agreement.

18.5 Conflicts and Consents. The execution and delivery by SFZS of this Agreement and the performance by SFZS of the transactions contemplated in it will not violate any federal, state or local law, rule or regulation, or conflict with or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or constitute an event or condition that would permit termination or acceleration of the maturity of, the Articles of Incorporation, bylaws or partnership agreement of SFZS (as applicable) or any indenture, mortgage, lease, agreement or other instrument or obligation to which SFZS is a party or by which it may be bound which would materially adversely affect the ability of SFZS to perform its obligations under this Agreement. No approval, authorization, consent or other order or action of, or filing or registration with, any person, entity or governmental authority is required for the execution and delivery by SFZS of this Agreement.

18.6 Conflict with Orders, etc. The execution and delivery by SFZS of this Agreement will not conflict with any order, judgment or decree of any court, government, government agency or instrumentality, whether entered pursuant to consent or otherwise, by which SFZS may be bound or affected.

18.7 Litigation. There is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there any investigation by a governmental agency of SFZS or any of its affiliates that, if adversely decided, could have a material adverse impact on SFZS's ability to perform its obligations under this Agreement.

19. Force Majeure. As used herein, the term "Force Majeure" with respect to a delay in performance shall mean any delay that is attributable to (1) any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party hereto), civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (2) any changes in any applicable laws or the interpretation thereof; or (3) any lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other cause beyond the reasonable control of the party from whom performance is required, or any of its contractors or other representatives. Any prevention, delay or stoppage in a party's performance hereunder due to Force Majeure shall excuse the performance of

the party affected for a period of time equal to any such prevention, delay or stoppage; provided, however, that during the period of any such delay or stoppage, the party whose performance hereunder is excused shall take all reasonable steps necessary to minimize the length of such delay or stoppage.

20. Limitation on City's Liability. City shall not be responsible for or liable to SFZS, and SFZS hereby waives all claims against City and its agents and releases City and its agents from, all claims for any injury, loss or damage to any person or property in or about the Property by or from any cause, whatsoever (other than the negligence or willful misconduct of City and its agents, or any Civil Service Employee, or as otherwise provided in Section 21.1 below) including, without limitation, theft; burst, stopped or leaking water, gas, sewer or steam pipes; or gas, fire, oil or electricity in, on or about the Property.

21. Indemnities.

21.1 Definitions. For purposes of this Section, "Indemnify" shall mean, whenever this Section requires an entity (the "Indemnitor") to Indemnify any other entity or person (the "Indemnitee"), the Indemnitor shall be obligated to defend, indemnify and protect the Indemnitee, its officers, employees, agents, stockholders, constituent partners, and members of its boards and commissions harmless from and against any and all Losses (as defined below) arising directly or indirectly, in whole or in part, out of the act, omission, event, occurrence or condition with respect to which the Indemnitor is required to Indemnify such Indemnitee, whether such act, omission, event, occurrence or condition is caused by the Indemnitor or its agents or employees; provided that no Indemnitor shall be obligated to Indemnify any Indemnitee against any Loss from the negligence or intentional wrongful acts or omissions of such Indemnitee, or such Indemnitee's agents, employees or contractors. If a Loss is attributable partially to the negligent or intentionally wrongful acts or omissions of the Indemnitee (or its agents, employees or contractors), such Indemnitee shall be entitled to Indemnification for that part of the Loss not attributable to such Indemnitee's (or its agents, employees or contractors) negligent or intentionally wrongful acts or omissions.

Also for purposes of this Section, "Losses" shall mean any and all claims, demands, losses, damages, liens, liabilities, injuries, deaths, penalties, fines, lawsuits and other proceedings, judgments and awards rendered therein, and costs and expenses, including, but not limited to, reasonable attorneys' fees. "Losses" shall not include those claims, demands, losses, damages, liens, liabilities, penalties, fines, lawsuits and other proceedings brought, made, initiated, levied, filed or asserted

directly against the Indemnitor by an Indemnitee (excluding such Indemnitee's employees, officers, directors, principals or agents).

21.2 City's Indemnity. City shall Indemnify SFZS and its respective directors, officers, agents and employees (individually or collectively for purposes of this paragraph, an "Indemnitee") against any and all Losses arising out of (a) a Pre-Existing Condition, (b) the negligent or wrongful acts or omissions of any Civil Service Employees (including without limitation discriminatory or harassing behavior or acts of any such employees), or (c) except as expressly limited in this Agreement, any default by City in the observance or performance of any of the terms, covenants or conditions of this Agreement prior to termination hereof by SFZS. In the event any action or proceeding is brought against an Indemnitee by reason of a claim arising out of any loss, claim, injury or damage suffered on or about the Zoo for which City has Indemnified the Indemnitees, and upon written notice from such Indemnitee, City shall at its sole expense answer and otherwise defend such action or proceeding using counsel approved in writing by the Indemnitee. The Indemnitees shall have the right, exercised in their sole discretion, but without being required to do so, to defend, adjust, settle or compromise any claim, obligation, debt, demand, suit or judgment against the Indemnitee in connection with the Zoo. City shall fully cooperate with any investigation conducted by SFZS pursuant to any claim by an SFZS employee regarding the actions or behavior of a Civil Service Employee. The provisions of this paragraph shall survive the termination of this Agreement with respect to any Loss occurring prior to or upon termination.

21.3 SFZS' Indemnity. SFZS shall Indemnify City and its respective officers, agents and employees (individually or collectively for purposes of this paragraph, an "Indemnitee") against any and all Losses arising out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Zoo premises or any part thereof for which SFZS is legally responsible, (b) the negligent or wrongful acts or omissions of any SFZS employees (including without limitation discriminatory or harassing behavior or acts of any such employees), or (c) any default by SFZS in the observance or performance of any of the terms, covenants or conditions of this Agreement prior to termination hereof by City. In the event any action or proceeding is brought against an Indemnitee by reason of a claim arising out of any loss, claim, injury or damage suffered on or about the Zoo for which SFZS has Indemnified the Indemnitees, and upon written notice from such Indemnitee, SFZS shall at its sole expense answer and otherwise defend such action or proceeding using counsel approved in writing by the Indemnitee. If both SFZS and its general liability insurer refuse to defend and Indemnify the Indemnitees

hereunder or under any applicable policy of insurance, then the Indemnitees shall have the right, exercised in their sole discretion, but without being required to do so, to defend, adjust, settle or compromise any claim, obligation, debt, demand, suit or judgment against the Indemnitee in connection with the Zoo. SFZS shall fully cooperate with any investigation conducted by City pursuant to any claim by a Civil Service Employee regarding the actions or behavior of an SFZS employee. The provisions of this paragraph shall survive the termination of this Agreement with respect to any Loss occurring prior to or upon termination.

22. Default; Termination of Agreement; Remedies.

22.1 Termination by City. City shall have the right to terminate this Agreement immediately following an Event of Default. The following shall constitute "Events of Default" under this Agreement:

(a) Failure of SFZS to perform or comply with any covenant or condition made under this Agreement (including Section 28 below), or failure of any material representation or warranty made by SFZS in this Agreement to continue to be true and correct, provided SFZS shall have a period of sixty (60) days from the date of written notice from City within which to cure such default, or, if such default is not capable of cure within such 60-day period, SFZS shall have a reasonable period to complete such cure if SFZS promptly undertakes action to cure such default within such 60-day period and thereafter diligently prosecutes the same to completion;

(b) Abandonment or assignment by SFZS, without the prior written consent of City; and

(c) The appointment of a receiver to take possession of all or substantially all of the assets of SFZS, or an assignment by SFZS for the benefit of creditors, or any action taken or suffered by SFZS under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

22.2 Termination By SFZS. In the event City fails to pay any portion of the Management Fee when due, or to perform any obligation required to be performed by City hereunder, and such failure is not cured within sixty (60) days after written notice of such failure has been delivered to City by SFZS, SFZS shall have the right to terminate this Agreement.

The foregoing is in addition to any other right to terminate explicitly given to SFZS elsewhere in this Agreement.

In addition, SFZS shall have the right to terminate this Agreement under the following circumstances:

(a) SFZS shall have the right to terminate this Agreement if any Civil Service Employee Agreement materially conflicts with the ability of SFZS, as determined in its reasonable discretion, to meet its obligations under any provision of this Agreement; and

(b) In the event the Commission fails to approve a change to the admission fee as proposed by SFZS within the 90-day period set forth in Section 15.6, SFZS shall have the option to terminate this Agreement; provided, however, that (i) SFZS shall give the Commission prior written notice of SFZS' desire to terminate the Agreement, which notice shall be accompanied by a detailed statement, including appropriate references to attached financial statements, from the Board of Directors explaining the reasons why SFZS, without the proposed increase to the Zoo's admission fees, is financially impaired in its ability to perform its obligations under this Agreement, and (ii) SFZS' requested termination of this Agreement shall become effective only if the Commission fails to approve the proposed admission fee change within thirty (30) days after the Commission's receipt of such notice.

22.3 Failure to Perform. In addition to the right to terminate under Section 22.2, upon the occurrence of an Event of Default by SFZS, City shall have the right to cause such work or service to be performed and City shall deduct the cost thereof from the Management Fee due to SFZS; provided, however, that (a) in the event the failure of performance creates an imminent risk of harm or damage to person or property, as determined by City in its sole discretion, City may cause such work or service to be performed following notice to SFZS but prior to the expiration of the cure period provided in Section 22.2(a); (b) if City's estimate of the cost of the work or service to be performed exceeds \$50,000, as determined by City in its sole discretion, then SFZS shall have the right to terminate this Agreement within thirty (30) days after written notice is given by City of its intent to perform such work or service on SFZS' behalf; and (c) City shall not have the right to perform any work or service on SFZS' behalf under this Section that is being performed to correct a Pre-Existing Condition.

23. Surrender of Premises; Transition. Upon the Termination Date or other termination of this Agreement, SFZS shall (a) promptly remit to City all Gross Revenues arising from admission fees or representing payments of the Management Fee, in

either case not expended but held by SFZS, and (b) peaceably quit and surrender to City the Premises and Property together with all permanent improvements approved by City, in good order and condition, normal wear and tear and damage caused by casualty or condemnation excepted. In determining the proper remittance to City under the foregoing clause (a), SFZS agrees to segregate admission fees and payments of the Management Fee in an account or accounts separate from other funds held by SFZS. The Premises shall be surrendered free and clear of all liens and encumbrances other than presently existing liens and encumbrances and any other encumbrances created or approved in writing by City. SFZS shall, immediately before the Termination Date or other termination of this Agreement, remove all of SFZS's Property as provided in this Agreement, and repair any damage resulting from the removal. SFZS's obligations under this Section shall survive the Termination Date or other termination of this Agreement. Any items of SFZS's Property which shall remain in the Premises after the Termination Date of this Agreement may, at the option of City, be deemed abandoned and in such case may be disposed of by City in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by law.

Upon the termination of this Agreement for any reason, SFZS and City shall cooperate to the fullest reasonable extent in effecting an orderly and efficient transfer of the Property and the operation of the Zoo from SFZS to City. Such cooperation shall include without limitation the entry into such agreement, the execution of such documents and the convening of such meetings as may be reasonable required to effect such transfer.

Concurrently with the surrender of the Premises as provided above, SFZS agrees, if requested by City, to execute, acknowledge and deliver to City a quitclaim deed to the Premises and any other instrument reasonably requested by City to evidence or otherwise effect the termination of SFZS's leasehold estate hereunder and to effect such transfer or vesting of title to improvements or equipment which are to remain part of the Premises as provided herein.

#### 24. Hazardous Materials.

24.1 Definitions. As used herein, the following terms shall have the meanings set forth below:

24.1.1 "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

24.1.2 "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health, welfare or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

24.1.3 "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about any other part of the Property.

24.2 No Hazardous Materials. SFZS covenants and agrees that neither SFZS nor any of its agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Property, or transported to or from the Property, provided that SFZS may use such substances in such limited amounts as are customarily used in the operation and maintenance of a zoological gardens so long as such use is in compliance with all applicable Environmental Laws. Each party hereto shall immediately notify the other party if and when such party learns or has reason to believe there has been any Release of Hazardous Material on or about the Premises or any other part of the Property.

24.3 SFZS's Environmental Indemnity. If SFZS breaches any of its obligations contained in this Article, or, if any act, omission or negligence of SFZS or any of its agents results in any contamination of the Premises or any other part of the Property or in the Release of Hazardous Material from, on, in, on or beneath the Premises or any other part of the Property, then SFZS shall Indemnify City from and against all Losses (including, without limitation, the loss or restriction of the use of the Premises or the Property and sums paid in settlement of claims; attorneys' fees, consultants' fees and experts' fees and costs) arising during or after the Term of this Agreement and relating to such Release; provided, however, that the Indemnity contained in this Section shall not apply to any Losses directly related to a Pre-Existing Condition. The foregoing Indemnity includes, without limitation, costs incurred in connection with

the investigation of site conditions and all activities required to locate, assess, evaluate, remediate, cleanup, remove, contain, treat, stabilize, monitor or otherwise control any Hazardous Material, and to restore the Property to its prior condition. Without limiting the foregoing, if SFZS or any of its agents causes or permits the Release of any Hazardous Materials on, about, in or beneath the Premises or any other part of the Property, SFZS shall, immediately, at no expense to City, take any and all necessary actions to abate and remediate the Release in accordance with all Environmental Laws. SFZS shall afford City a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

24.4 City's Environmental Indemnity. If any act, omission or negligence of City or any of its agents (other than SFZS) results or has resulted in any contamination of the Premises or any other part of the Property or in the Release of Hazardous Material from, on, in, on or beneath the Premises or any other part of the Property, then City shall Indemnify SFZS from and against all Losses (including, without limitation, the loss or restriction of the use of the Premises or the Property and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees and costs) arising during or after the Term of this Agreement and relating to such Release; provided, however, that the foregoing Indemnity shall not include Indemnification for any Losses resulting from SFZS' aggravation of any Pre-Existing Condition through SFZS' actions, or the actions of its agents, officers or employees, whether negligent or non-negligent. The foregoing Indemnity includes, without limitation, costs incurred in connection with the investigation of site conditions and all activities required to locate, assess, evaluate, remediate, cleanup, remove, contain, treat, stabilize, monitor or otherwise control any Hazardous Material, and to restore the Property to its prior condition. City shall afford SFZS a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

25. Damage or Destruction. In the event the Zoo is wholly or partially destroyed or damaged by fire or other casualty, City shall have the option to repair such damage at its cost and expense at its sole discretion. In the event City chooses to and does in a timely fashion repair such damage, this Agreement shall continue in full force and effect. In the event City determines, in its sole and absolute discretion, that it is unfeasible or uneconomical to repair or rebuild the Zoo, this Agreement shall, at the option of either City or SFZS, be

terminated upon thirty (30) days prior written notice given at any time after the occurrence of such damage.

26. Assignments; Subcontracting. SFZS has been chosen by City to manage the Zoo in reliance upon SFZS' stated and unique expertise, skill and experience in operating zoological gardens. SFZS shall not assign, transfer, mortgage or encumber its interest in this Agreement or any other right, privilege or license conferred by this Agreement, either in whole or in part, without obtaining City's prior written consent. Any assignment or encumbrance without such consent shall be voidable and, at City's election, shall constitute a material default under this Agreement. A sale or transfer of the stock, assets or other equitable interests of SFZS that has the effect of a material change in SFZS' ownership, as determined by City in its sole discretion, shall constitute a transfer of this Agreement requiring City's prior written approval pursuant to this Section. Without limiting the obligations of SFZS under this Agreement, SFZS shall have the right and the authority to enter into contracting arrangements with any other person or entity (including without limitation the Department or other City agency) for the provision of any service required to be performed by SFZS under this Agreement.

27. Notices. All notices required to be given hereunder shall be in writing and either served personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section. For convenience of the parties, copies of notices may also be given by telefacsimile; however, neither party may give official or binding notice by facsimile.

SFZS:

San Francisco Zoological Society  
Sloat Boulevard at the Pacific Ocean  
San Francisco, California 94132-1098  
Attn.: Zoo Director

Department:

San Francisco Recreation and Park Department  
McLaren Lodge  
Corner, Fell & Stanyan  
San Francisco, California

Controller:

City and County of San Francisco  
Office of the Controller  
City Hall, Room 109  
San Francisco, California 94102

28. Compliance with Laws.

28.1 Generally. SFZS shall comply and conform with all laws and all governmental regulations, rules and orders that may from time to time be put into effect relating to, controlling or limiting the use and operation of the Zoo. SFZS shall secure, or cooperate with City in its securing, all permits and licenses specifically required for the operation of the Zoo (copies of which shall be promptly provided to the Department), and shall comply with all applicable laws and regulations relating to labor employed in and relating to the operation of the Zoo.

28.2 Pre-Existing Conditions. Notwithstanding any other provision of this Agreement to the contrary, SFZS shall incur no liability for, or assume any obligation to correct, any Pre-Existing Condition; provided, however, that SFZS shall use its reasonable efforts to (a) identify all such Pre-Existing Conditions and notify City immediately of their existence, (b) take all reasonable action necessary to minimize any risk of injury or liability that may be occasioned by such a Pre-Existing Condition, and (c) to the extent funds are or become available, as referred to in the following sentence, take all reasonable action necessary to correct any such Pre-Existing Condition; provided further, however, that the foregoing shall not condition or limit City's Indemnity under Section 21.2 above. City hereby agrees to use its reasonable efforts to assist SFZS in obtaining such grants or other funds as may be available to assist in the financing of any work performed to bring any building, structure or service within the Premises into compliance with any local, state or federal law or regulation, including without limitation the Americans With Disabilities Act of 1990. Nothing in this Section shall eliminate any obligation of SFZS to ensure that all new construction, remodeling or rehabilitation work performed by SFZS at the Zoo is completed in compliance with all applicable local, state and federal laws and regulations.

28.3 Conflicts of Interest Prohibited. SFZS represents that it is familiar with the provisions of Section 8.105 of the San Francisco Charter and Sections 87100 et seq. of the California Government Code relating to prohibited conflicts of interest, certifies that it knows of no facts which constitute a violation of said sections and agrees that it will

give notice to City if any such facts shall hereafter become known to it.

28.4 Americans with Disabilities Act. SFZS acknowledges that the Americans with Disabilities Act (the "ADA") requires that programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Subject to the provisions of Section 28.2 above, SFZS further acknowledges its obligation to comply with the ADA and any other federal, state or local disability rights legislation. SFZS warrants that it will fulfill that obligation, and that it will not discriminate against disabled persons in the provision of services, benefits or activities pursuant to this Agreement.

28.5 Non-Discrimination Ordinances. SFZS shall comply with all provisions of Chapters 12B and 12C of the San Francisco Administrative Code, as amended from time to time, relating to equal opportunity in employment and business practices. Such provisions are incorporated herein and by reference made a part of this Agreement as though fully set forth herein. Pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50.00 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be deducted from payments due to SFZS under this Agreement.

28.6 Other Local Contracting Ordinances. Except to the extent compliance would be inconsistent with the requirements imposed upon non-profit corporations under Section 501(c)(3) of the Internal Revenue Code or with prudent and reasonable Zoo management practices, SFZS shall comply with the following local contracting ordinances:

(a) South Africa Divestment Ordinance. The provisions of Article XIX of Chapter 10 of the San Francisco Administrative Code, and any amendments thereto, relating to prohibition of contracts with businesses having certain relations with South Africa, are incorporated herein and by reference made a part of this Agreement as though fully set forth herein. SFZS represents and warrants that (a) it is not the government of South Africa, a person or business entity organized under the laws of South Africa or a person or entity doing business in South Africa, and (b) it does not have a prohibited ownership interest as defined in Section 10.211(k) of Chapter 10, Article XIX of the San Francisco Administrative Code. In the event SFZS takes any action, or fails to take any action, that results in the terms of this Agreement failing to be in compliance with any of the provisions of said Article XIX, SFZS shall be liable to the City for liquidated damages for each violation in an amount equal to the greater of (a) SFZS's net profit on this contract,

(b) ten percent (10%) of the total contract amount, or (c) \$1,000.00. Any such liquidated damages assessed against SFZS shall be payable to City upon demand and may be set off against any moneys due to SFZS from City.

(b) MacBride Principles. The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

(c) Tropical Hardwood Ban. The City and County of San Francisco urges contractors not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

29. Taxes, Assessments, Licenses, Permit Fees and Liens. SFZS agrees to pay taxes of any kind, including possessory interest taxes (unless exempt under California law), that may be lawfully assessed on the leasehold interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on SFZS's use of the Premises that may be imposed upon SFZS by law, all of which shall be paid when the same become due and payable and before delinquency. SFZS agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located thereon without promptly discharging the same, provided that SFZS, if so desiring, may have reasonable opportunity to contest the validity of the same. San Francisco Administrative Code Sections 23.6-1 and 23.6-2 require that the City and County of San Francisco report certain information relating to this Agreement, and any renewals thereof, to the County Assessor within sixty (60) days after any such transaction; and that SFZS report certain information relating to any assignment of or sublease under this lease to the County Assessor within 60 days after such assignment or sublease transaction. SFZS agrees to provide such information as may be requested by the City to enable the City to comply with this requirement.

30. Miscellaneous.

30.1 Litigation Expenses. If either party hereto, including without limitation City and its officers and agents, brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against another party by reason of a default under this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to

reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action. Attorneys' fees under this Section shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. For purposes of this Agreement, reasonable fees of attorneys of the City's Office of City Attorney shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.

30.2 Liability of the City. The City's obligations to SFZS under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

30.3 Liens. SFZS shall keep the Premises and City's Personal Property free from any liens arising out of any work performed, material furnished or obligations incurred by or for SFZS and any other liens or encumbrances.

30.4 Parties and Their Agents. As used herein, the term "agents" when used with respect to either party shall include the agents, employees, officers and representatives of such party. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through the Commission unless otherwise provided in this Agreement.

30.5 No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No express written waiver of any default or the performance of any

provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.

30.6 Interpretation of Agreement. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

30.7 Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of City and SFZS and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.

30.8 Authority. All rights, powers and privileges of City and the Department under this Agreement may be exercised, on behalf of City and the Department, by the General Manager, or such other person designated by the Commission, without special approval or consent of any legislative body, except where such approval or consent is expressly required by charter or ordinance of City or by other applicable law.

30.9 Access to Zoo. City, the Department, the Commission and their duly authorized agents shall have access to the Zoo at all times for the purpose of (a) inspection and to make any repairs, additions or renovations as City may have the

right to do under the provisions of this Agreement, and (b) for use by City in case of emergency, as determined by City in its sole discretion.

30.10 Relationship of Parties. The services to be rendered by SFZS pursuant to this Agreement are as an independent contractor only and the relationship between SFZS and City is solely that of landlord and tenant and owner and contractor, as applicable. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or a relationship of employment or agency.

30.11 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.

30.12 Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement mutually executed between each of the parties hereto.

30.13 Severability. In the event any covenant, term or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other valid covenant, term or condition herein contained.

30.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

30.15 Effective Date; Proration of Management Fee and Expenses. This Agreement shall become effective thirty (30) days following the date upon which the Board of Supervisors and the Mayor enact an ordinance approving this Agreement (the "Effective Date"). In the event the Effective Date occurs after July 1, 1993, the Management Fee payable from City to SFZS pursuant to Section 5 above, and all reimbursable expenses payable from SFZS to City pursuant to Section 6 above, shall all be prorated as of the Effective Date, on the basis of a 365-day year. If any of the prorations cannot be calculated accurately on the Effective Date, then they shall be calculated as soon after such date as feasible. City and SFZS shall cooperate in good faith to determine, assess and pay any prorations required by this Section.

30.16 No Recording. SFZS shall not record this Agreement nor any memorandum hereof in the public records.

30.17 Non-Liability of Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of City shall be personally liable to SFZS, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to SFZS, its successors and assigns, or for any obligation of City under this Agreement. Likewise, no elective or appointive board, commission, member, officer, employee or other agent of SFZS shall be personally liable to City, its successors and assigns, in the event of any default or breach by SFZS or for any amount which may become due to City, its successors and assigns, or for any obligation of SFZS under this Agreement, except and to the extent only of any proceeds of officers' and directors' insurance as referred to in Section 17.1(d) above.

30.18 Time of Essence. Time is of the essence of each provision of this Agreement.

30.19 Survival of Indemnities. Termination of this Agreement shall not affect the right of either party to enforce any and all Indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof.

30.20 Additional Attachments. The following documents are hereby collectively attached hereto as Exhibit H: (a) San Francisco Zoological Gardens Animal Inventory; (b) San Francisco Zoological Gardens Physical Facilities; (c) San Francisco Zoological Gardens Facilities Pre-Existing Conditions per City and County of San Francisco CAMS Facility Condition Monitoring; and (d) Letter of interpretation concerning Section 14.2 above. City and SFZS agree that these additional attachments are for illustrative purposes only, and shall not be legally conclusive or binding with respect to the matters covered them.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SFZS ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL AN ORDINANCE OF CITY'S BOARD OF SUPERVISORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON ENACTMENT OF SUCH AN ORDINANCE, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AGREEMENT, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS AGREEMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH ORDINANCE WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

IN WITNESS WHEREOF, the parties hereto have executed  
this Agreement as of the date first written above.

RECREATION AND PARK DEPARTMENT  
OF THE CITY AND COUNTY OF SAN FRANCISCO

BY: Mary E. Burns  
Mary Burns  
General Manager

SAN FRANCISCO ZOOLOGICAL SOCIETY,  
a California non-profit corporation

BY: Margaret W. Baird  
[Printed Name and Title]

APPROVED AS TO FORM:  
LOUISE H. RENNE, City Attorney

BY: Larry Wayne  
Deputy City Attorney

Exhibit A-1

Description of Current Zoo Premises

That portion of Block 7281, Lot 6, in the City and County of San Francisco, actively used as of July 1, 1993, by the City and County of San Francisco as a part of the San Francisco Zoological Gardens, excepting those portions of such lot included in that parcel of land described in parcel map entitled "Parcel Map Showing Certain Park Land Proposed to be Used Jointly," recorded August 12, 1975, in Parcel Map Book Number One at Page 96 in the office of the recorder of the City and County of San Francisco.

Exhibit A-2

Description of Fleishhacker Pool Site

That portion of Block 7281, Lot 6, in the City and County of San Francisco, not actively used as of July 1, 1993, by the City and County of San Francisco as part of the San Francisco Zoological Gardens, and excepting those portions of such lot included in that parcel of land described in parcel map entitled "Parcel Map Showing Certain Park Land Proposed to be Used Jointly," recorded August 12, 1975, in Parcel Map Book Number One at Page 96 in the office of the recorder of the City and County of San Francisco.

Exhibit A-3

Description of Oceanside Water Treatment Plant Site

That parcel of land described in parcel map entitled "Parcel Map Showing Certain Park Land Proposed to be Used Jointly," recorded August 12, 1975, in Parcel Map Book Number One at Page 96 in the office of the recorder of the City and County of San Francisco.

Exhibit A-4

Description of National Guard Armory Site

All of that certain real property known as Block 7281, Lot 4, in the City and County of San Francisco.

Exhibit B

List of Personal Property

(SEE ATTACHED)

A07A/092393

Exhibit B - SEE ATTACHED

03/26/93 Vehicle Inventory Revi 08/12/93

Assigned to SFZS Operations

electric cart	1987	#651-979	Ser#32590
electric cart	1988	#651-2391	Ser#74348
electric cart	1988	#651A-311	Ser#87704
electric cart	1988	#651S-312	Ser#87705

Assigned to Vetrinarian

3/4 ton p/u	1992 Ford	#651-561	ID# 1FTHE25H5NLA8602
electric cart	1988	#651-923	Ser#85396

Stored in Hay Barn

fork lift	1974 TCM	#651-801	Ser# 2191470
fork lift	1990 Toyota	#651-804	Ser#405FG18-40535
fork lift	1992 Calrklift	#651-800	Ser#GPX23002277600KOF

Stored in Well House #2 (Assigned to Engineers)

generator	0000 Dayton	#651A-123	Ser#105250U
pump trash 4"	1983 Dayton	#651S-773	Ser#19904

Stored in Elephant House Hay Loft

hay loader 4 hp.	0000	#651A-122	Ser#E497775
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Stored in Alcove #1

tractor	1982 Bobcat	#651S-482	Ser#4996M16756
st. sweeper	1991 Clarklift	no number	Ser#450491
hi lift	1987 Genie	no number	Ser#14847193

Stored at Zoo Mant Shop (Iron Workers)

3/4 ton p/u	1991 Ford	#651Y652	ID#FPHF25HOMKBO62
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Stored at Gardeners Shack (Assigned to Gardeners)

3/4 ton p/u	1991 Ford	#651-Y545	ID#1FTHF25HXMB18255
turftruk	1990 Cushman	#651-978	Ser#898532-8410
golf cart	1991 Cushman	#651-310	Ser#636421

Stored in Zoo Service Yard (general use, Koala, Night Keeper)

3/4 ton p/u	1989 Ford	#651-674	ID#1FTF25HXKPBO9684
3/4 ton van	1986 Chev	#651Y638	ID#1GCC635MX67143806
turftruk	1991 Cushman	#651-301	Ser#1CUNH222XKLO19060
turftruk	1991 Cushman	#651-989	Ser#1CUNH222JLO12031
golf cart	1991 Cushman	#651-309	Ser#639287

Stored in Elephant House Lobby (Custodians)

golf cart	1991 Cushman	#651-311	Ser#205407632
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Stored next to Giraffe Barn (Hvy. Truck Drivers)

12yd dump	1987 Ford	#651-756	ID#1FDXD84N4HVA51941
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On Loan To R&P Mant. Yard (plumbers truck)

3/4 ton p/u	1991 Chev	#651Y520	ID#1GCFC24F14ME209669
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Zoo Staff Car

4 Dr Sedan	1988 Dodge	#561-108	ID#1B3BD26C8FF288982
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DEA

1 JULY 1

Inventory for 1 Worker

All Stored at Mant. Shop

3/4 ton p/u 1992 Ford w/ lift gate #651-652 (see vehicle inventory this date) w/ tool box.  
1 welder/generator w/ 100' leads  
20# astd welding rod  
3 acetyline tanks w/ oxygne bottels, carts, hose and torches  
1 electric chop saw  
1 electric band saw  
1 verticle drill press  
1 TIG welder  
1 32' extension ladder - fiberglas  
1 24' extension ladder - fiberglas  
1 8' step ladder - fiberglas  
1 6' step ladder - wooden  
1 mechanics vise  
2 welding screens  
1 B. Tank and torch  
1 compressor  
protective clotheing, welding masks, goggles, gloves, back belt  
1 each, post hole digger, pick, shovel, sledge hammer, dirt bar.  
1 tool box w/ astd hand tools, bolt cutters, pliers, hammers, screw drivers, clamps, fence stretchers, jacks, wire pullers.  
10 bins of fittings; nuts, bolts, screws, washers, hasps, latches, hinges  
1 welding table  
1 4' X 4' sheet of 3/8" plate  
2 4' X 8' sheets of 1/8" plate  
15 2" X 12' legnth of fence pipe  
200' of chain  
100' of 8' chain link fencing  
50' of 4' chain link fencing  
50' of tie wire  
200' of stretch wire  
400' of poly coated 2" X 4" mesh  
200' of poly coated 1/2" X 1/2" mesh  
1 20' cargo container w/ materila racks.

1 JULY 1992 Inventory of Plumbers Tools & Supplies

On Loan to RSP Mant. Yard

3/4 ton p/u Ford 1992 #651-520 (see Vehicle Inventory this date) w/o tool box.

All Stored at Zoo Mant Shop

1 gas snake  
1 portable generator  
1 B. tank w/ torch, solder, flux etc.  
1 pipe vise  
1 tool box w/ astd hand tools; wrenches, pipe cutter, hack saws, pliers, screwdrivers.  
20 bins of astd fittings; valves, unions, nipples, elbows 90 and 45 degree, in sizes 1/2" to 3"  
protective clothing, goggles, gloves, boots.  
1 bilge pump  
plungers of astd sizes  
10 flushometers  
2 toilets  
1 21' length of 4" pipe  
astd lengths of 1", 1 1/2", and 2" pipe  
astd valve keys

1 JULY

Inventory of Custodial Equipment,  
tools, and Supplies.

Stored in 1st Alcove

1 Clarklift Street Sweeper 1991 (see Vehicle Inventory this date)

All Stored in Elephant House

1 Cushman golf cart 1992 #651-011

1 electric floor waxer/polisher

1 electric floor stripper

1 wet/dry vaccum

Stored in Zoo office

1 upright vaccum

All Stored at Public Restrooms and/or 2nd Alcove

Astd hand tools; brooms, brushes, mops, buckets.

250' of 3/4" garden hose

6 mop buckets w/ wringers

6 cases of liquid bleach

10 cases of Ajax cleanser

3 gals. disinfectant

8 gals liquid hand soap

1 small box of sponges

11 cases, toilet tissue, flat

10 cases, paper towels flat

13 cases, paper towels, rolls

10 cases of toilet seat covers.

1 JULY 1993

TOOLS & EQUIPMENT FOR SOUTHWESTERN STATIONS

Z	1	Electric Cart	651-T-311
Z	1	Gas Engined Generator	651-T-405
Z	1	Gas Engined Pump	651-S-773
Z	1	Electric Air Compressor	136943
R/P ENG	1	" Submersible Pump 440 Trash	
Z	1	" Submersible Pump 120 Trash	2208877
R/P ENG	1	" Submersible Pump	
R/P	1	" Vacuum Cleaner	600A
R/P	1	" Bench Grinder	C#L12-1167
Z	1	" Portable 20" Fan	
Z	1	" Kerosene 35kbtu Space Heater	1246328
Z	5	" Infrared 120 & 220U Heater	
R/P ENG	2	" Portable 1.5KW Heater	
Z	1	Welding Tubo Lite Acet.	
R/P	1	" "B" Tank	
R/P	2	" L.P. Torches	
R/P	1	" L.P. Hol. Torches	
Z	1	" Weller Soldering Gun	D-550
R/P	1	" Weller Soldering Stick	
R/P	3	Hammers, Claw	
R/P	2	Light Drop Cords	
R/P	2	Pipe Wrench(es) 24"	
R/P	2	" " 18" 1 - AL	
R/P	2	" " 12"	
R/P	1	" " 10"	
R/P	1	" " 8"	
R/P	1	" " 6"	
Z	1	Sawzall Milwaukee	77421246
R/P CA	1	Motor Saw, Skil 6 1/2"	2C43943
R/P ENG	1	Motor Drill, Skil 1/2"	DG005958
Z	1	" " " 3/8" Cordless	DI142904
R/P	1	" " " B & D, 1/4"	C#12-103
R/P ENG	1	Motor Screwdriver, B & D, 1/4" Cordless	F9119
R/P	1	Crank Drill Wood adjustable bits	
R/P	2	Set Drill Index	
R/P	1	Set Drill Masonry, incomplete	
R/P	1	Set Drill Hole Saw	
R/P	1	Set Small Tap & Die	
R/P	1	Set Large Tap & Die	
R/P PL	1	Mixed Plumbing Tap & Die	
Z	1	Drill Press 16 1/2 Floor Type	32918A
R/P	2	Bench Vices	HF12-13 TG12861
R/P	5	Hacksaws	
R/P	4	Woodsaws	

1 JULY 1990

TOOLS & EQUIPMENT FOR SOUTH WESTERN STATIONS

Z	1	Socket Set	1/2, Made in USA	
Z	1	" "	3/8 "	
Z	1	" " Deep	3/8 "	
Z	1	" "	1/4 "	
D	1	" "	3/8 Taiwan	
D	1	" "	1/4 "	
R/P ENG	1	Nut Driver	3/16, 1/2, Made in USA	
R/P ENG	Set	Adjustable End Wrenches	6", 15", Made in USA	
R/P ENG	3	Adjustable End Wrenches	8"	
Z	1	Hex Key Sets		
R/P ENG	1	" " " ,	Folding	
R/P ENG	Mix	" " " ,	Mixed	
R/P	2	Refrigeration Gauges		
D	1	"	Vacuum Pump	
R/P	1	Water Column Gauge		
R/P & D	2	Meters, Millivolt		
R/P & D	3	"	V.O.M.	
R/P	1	"	Amprobe	RS-501002
Z	1	"	Amprobe	RS-3 @PDC
R/P	2	"	Volt Tester	
Z	1	Ladders, Extension	AL 25'	
R/P	1	"	Folding Wood 8'	
R/P	2	"	" Wood 6'	
R/P	1	"	" Al 6'	
R/P	2	"	" Wood 4'	
PacBell	3	"	Leaning Wood & Fiber Glass	
R/P	1	Wheel Barrow		
Z	1	Hand Truck		
R/P	4	Shovels, Pointed		
R/P	5	"	, Flat	
R/P	4	"	, Pointed & Flat, short	
R/P	3	"	, Scoop, large	
R/P	12	Rakes and Pitch Forks		
R/P	3	Pickax		
R/P	2	Sledge Hammer		
R/P	4	Hedge & Pruning Shears		

1 JULY

LAMPS FOR SOUTHWESTERN STATIONS

			H.F.	T.G.	L.H.	S.Y.
R/P	EL	Incandescent Lamps, 25W		1	Case	
"	"	" " 40W		3/4	Case	
"	"	" " 75W		15	Lamps	1/2c
"	"	" " 100W		2	Lamps	
"	"	" " 150W	1/2c	2	Cases	
"	"	" " 200W		35	Lamps	
"	"	" " 300W				1/2c
"	"	" PARH 50W	2c			
"	"	" PAR 75W		8	Lamps	
"	"	" PAR 120W		2	Cases	
"	"	Infrared 250W	1 1/2c			
R/P	EL	Fluorescent Lamps, F96T.2	3c			
"	"	" " F96HO				1 1
"	"	" " F40	5c	1/2c		
"	"	" " F40HO	1c			1c
"	"	" " F30				1/2
"	"	" " F30T8	2c			
R/P	EL	Fluorescent Ballasts F96T12		3		
"	"	" " F96HO		1		
"	"	" " F40		4		
"	"	" " F30T8		3		

AIR FILTERS FOR SOUTHWESTERN STATIONS

		H.F.	S.G.	P.D.C.	L.H.	G.W.
R/P	20" x 25" x 2'		3 cases		2 1/2c	
"	20" x 24" x 2'		1 case		3	
"	20" x 20" x 2'		4 cases			
"	16" x 25" x 2'		1 case			8
"	16" x 20" x 2'		1 1/2c			
"	12" x 24" x 2'		1			
"	15" x 30" x 1'		1			
"	25" x 25" x 1'		2			
"	20" x 25" x 1'		6	1		
"	16" x 25" x 1'		1			
"	14" x 25" x 1'		4			
"	24" x 24" x 1'		2			
"	20" x 24" x 1'		2			
"	16" x 20" x 1'		2			

LUBRICANTS AT H.F.

\*H.F. = Herbert Fleishhacker

R/P	65 Gallons 32 Grade Hydraulic Oil
R/P	8 Gallons 46 " " "
R/P	30 Gallons 80 weight " "
R/P	30 Cartridges of Grease
R/P	35lbs. Freon R-12
R/P	30lbs. Freon R-502

1 JULY 1993

ZOO GROUNDS STATIONS

Miscellaneous Mixed Old Hand Tools, i.e., Screwdrivers, End Wrenches, Pliers, also, Tools Made for Site.	T.G. 15	L.H. 5	G. 8
--	------------	-----------	---------

\*T.G. = Triple Grotto

R/P ENG	1	Wrenches, Crescent	10"
"	"	"	8"
"	"	"	6"
"	"	"	Pipe 24"
"	"	"	18"
"	"	"	12"
"	"	"	Monkey 12"
"	"	Hammers, Claw	
"	"	"	Wood
"	"	1	Drop Cord with Light
"	"	2	Extension Cords
"	"	1	Hand Truck
"	"	2	Ladders, 6' Folding

\*L.H. = Lion House

R/P ENG	2	Screwdrivers	
"	"	1	Wrenches, Crescent
"	"	1	" Monkey
"	"	1	Grease Gun

\*P.D.C. = Primate Discovery Center

R/P ENG	1	4 in 1 Screwdriver	
Z	1	Pliers, Wire Cutting	
Z	1	"	Channel Lock 8"
Z	2	"	Hand Com.
Z	1	Extension Cord	

\*P.D.C. #3

R/P ENG	1	Residual Test Kit	
"	"	1	Wrench Strap

\*G.W. = Gorilla World

R/P ENG	1	Pliers, Channel Lock	10"	
"	"	1	Ladder, Folding Step	8'

1 JULY 1993

LANDSCAPE EQUIPMENT

<u>EQUIPMENT</u>	<u>SERIAL NUMBER</u>	<u>YEAR</u>	<u>EQUIP. #</u>	<u>CONDITION</u>
BACK BLOWER		84	651B712	FAIR
CHIPPER BRUSH BANDIT		88	651944	GOOD
GENERATOR		83	651S115	NOISY
HEDGE SHEARS		81	651S698	FAIR
POWER EDGER		83	651S114	SHOP
ROTARY MOWER		73	651S270	FAIR
ROTARY MOWER		84	651T006	FAIR
TRUCK PICK UP (on vehicle list)		91	651Y545	GOOD
WATER PUMP		83	651S278	FAIR
WEED EATER		83	651370	WEAK
"" Toro Model 51650 Ser. #2000540		92		GOOD
"" Toro Model 51650 Ser. #0000990		92	651T678	GOOD
"" Toro Model 51675 Ser. #2000385		92	651T679	GOOD
"" Toro Model 51675 Ser. #2001769		92	651T682	GOOD
"" Toro Model 51675 Ser. #2000859		92	651T680	GOOD
"" Toro Model 51670 Ser. #2001094		92	651T681	GOOD
HEDGE SHEARS				
Little Wonder 3000 SE Ser. #281448		92	651T671	GOOD
Little Wonder 3000 SE Ser. #281449		92	651T672	GOOD
ROTARY MOWER				
Toro Model 22680C Ser. #8900396		90	651T683	GOOD
BACK BLOWER				
Toro Model 30941 Ser. #2000323		92	651T675	GOOD
Toro Model 30941 Ser. #2000338		92	651T676	GOOD

1 JULY 1993

<u>EQUIPMENT</u>	<u>SERIAL NUMBER</u>	<u>YEAR</u>	<u>EQUIP. #</u>	<u>CONDITION</u>
EDGER POWER				
Model 802021715039201503			651T673	GOOD
Model 8020217650392051303			651T674	GOOD
ROTOTILLER BCS #737-E/S 26		93		GOOD
Attachments				
Dozer/Scrape #921-58301		93		GOOD
Chipper/Shredder #921-90130		93		GOOD
PTO Extension 3" 922-00010		93		GOOD
Mulching Bar 44" 921-90579		93		GOOD
Mower/Catcher 38" 921-90573		93		GOOD
ROTOTILLER HONDA F210		93		GOOD
MOWER HONDA HR 173		93		GOOD
COMPRESSOR EM110 AM78 HC4V		90		GOOD
GENERATOR Honda EM-2500				
Ser.#1011744		92		GOOD
GENERATOR Honda EM-5000SX				
Ser.#1002027		91		GOOD
GENERATOR Honda EM-1000		92		GOOD
SAWS				
Husquarna Model 262XP				
Sec.#		92		GOOD
Husquarna Model 42				
Sec.#		92		GOOD
Husquarna Model 42				
Sec.#		92		GOOD
Homelite Model				FAIR
Homelite Model		92		FAIR
Homelite Model		92		FAIR
Husquarna PS50 Highcutter		92		GOOD

OFFICES AND FURNISHINGS

- 1 24' X 40' Office Trailer - Administration Annex (Conf. Rm. B)
- 1 10' X 14' Office Trailer - Sr. Keeper Office @ Elephant House.
- 1 10' X 40' Office Trailer - Sr. Keeper Office @ Administration Complex.
- 1 12' X 60' Keeper Locker Room Trailer

Furnishings

Furnishings include desks, chairs, file cabinets, tables, phones, and shelves.

Equipment

- 1 IBM laser printer (# - 17323)
- 1 Epson dot matrix printer (#-OHA1038120)
- 1 Panafax UF 311 Fax Machine (#-01920300259)
- 1 Xerox 5052 Copier (#-15P-365582)
- 5 DFI PC's w/ Monitors and Keyboards

Misc. Equipment

- 1 Trash Compactor (located behind Mothers Building)

MOTOROLA HT-90

797FGN 0820  
797FGN 0821  
797FGN 0822  
797FGN 0824  
797FGN 0825  
797FGN 0826  
797FGN 0827  
797FGN 0828  
797FGN 0829  
797FGN 0831  
797FGN 0832  
797FGN 0834  
797FGN 0835  
797FGN 0836  
797FGN 0837  
797FGN 0838  
797FGN 0839  
797FGN 0840  
797FGN 0842  
797FGN 0843  
797FGN 0844  
797FGN 0845  
797FGN 0847  
797FGN 0848  
797FGN 0849  
797FGN 0852

JUL 30 1993

San Francisco Zoo Radio Serial Number List

MOTOROLA RADTUE 50+

519FRW 3222  
519FRW 3223  
519FRW 3226  
519FRW 3227  
519FRW 3228  
519FSS 4202  
519FSS 4203  
519FSS 4204  
519FSS 4205  
519FSS 4206  
519FSS 4207

MOTOROLA MAXTRAK 50

428HQN 4377  
428HQN 4378  
428HQN 4376  
428HQN 4375  
428HQN 4373

Motorola HT90

476ALL0336  
476ALL0337  
476ALL0340

M/ KV-6110 a  
S/ 42200263

Hitachi Camera  
M/ VX-C350  
S/ 00501590

A/V shop

Toa Microphone  
M/ WM 340 OU  
S/ C9445

A/V shop

Canon Facsimile machine  
M/ L770  
S/ C0228268

Toa Wireless System  
microphone  
M/ WM340U  
receiver  
M/ WTU840U  
S/ 91C50D0865  
rec. frame  
M/ WT840U  
antenna

Toa Speaker System  
speakers (2)  
M/ TOA-SL-60WH  
power mixers  
M/ MX601  
S/ 01B02675A  
sound system  
M/ SM25A

video monitor  
M/ CT-2580VY

color monitor  
M/ CM-22U

Hitachi Camera  
M/ H52-000-02

Handycam Video 8 Recorder  
M/ CCD-SP9  
S/ 205479

Sony Video High 8  
M/ CCD TR 200  
S/ 1010025

1 July 1993

FIREARMS INVENTORY

LION HOUSE KEEPER'S ROOM

1 Winchester Bolt Action 30.06 Model 70, Featherweight  
Serial Number 555478

ANIMAL HOSPITAL

1 Winchester Bolt Action 30.06 Model 70, Featherweight  
Serial Number 554754  
1 Remington Wingmaster Model 870 12 Gauge Pump Shotgun  
Serial Number T861695V-5 rounds

SENIOR KEEPERS OFFICE

2 Remington Wingmaster Model 870 12 Gauge Pump Shotgun  
Serial Numbers T854862V and T862897V-50 rounds (slugs)

Exhibit C

List of Reimbursable Services to be Provided by City to Zoo

(SEE ATTACHED)

A07A/092393..

Exhibit C - SEE ATTACHED

SCHEDULE: CITY SERVICES, 1993-94  
SAN FRANCISCO ZOO  
RECREATION & PARK DEPARTMENT  
Prepared 7/1/93  
CITYSVCS

	ESTIMATED LABOR COST
Stationery Engineer & Supv. 365 days	103,800
Truck Driver SS, 104 days	36,050
Trash Removal 104 days: 2/week	48,104
Lawn Mowing 12 days: 2/month	12,000
Heavy Equipment: Lake 4 man crew, 10 days (Sept)	10,000
Heavy Equipment: Africa 4 man crew, 10 days (April)	10,000
Tree Toppers 5 man crew, 30 days (1 week Oct, Nov, Jan & emergency, 2 weeks March)	32,400
<hr/>	
TOTAL SUPPORT SERVICES	\$252,354

P109

EXHIBIT C

Exhibit D

Licenses and Permits

(SEE ATTACHED)

A07A/092393

Exhibit D - SEE ATTACHED

ZOO PERMITS

USDA - Class C Exhibitors License

USDI - (Fish and Wildlife) Captive Breeding Permit

Center for Disease Control - Non-Human Primate Importation Permit

State Permit for Movement of Animals

Hazardous Materials Permit - EPA #CAL000079684

License to Practice Veterinary Medicine in the State

Controlled Substance Registration Certificate

US Fish & Wildlife - Raptor Propagation Permit

California Department of Fish and Game - Scientific Captive Breeding Permit

MOU's California Dept. of Fish and Game - Bald Eagle genetics

EXHIBIT D

Exhibit E

Furnished Utilities

(SEE ATTACHED)

A07A/092393

Exhibit E - SEE ATTACHED

1 JULY 1993

FURNISHED UTILITIES

Gas

Electricity

Domestic Water

Well Water

Reclaimed Water

Telephone

Heat, light, power

Fuel

Sewer Service

EXHIBIT E

Exhibit F

Scope and Schedule of Infrastructure Bond Work

(SEE ATTACHED)

A07A/092393

Exhibit F - SEE ATTACHED

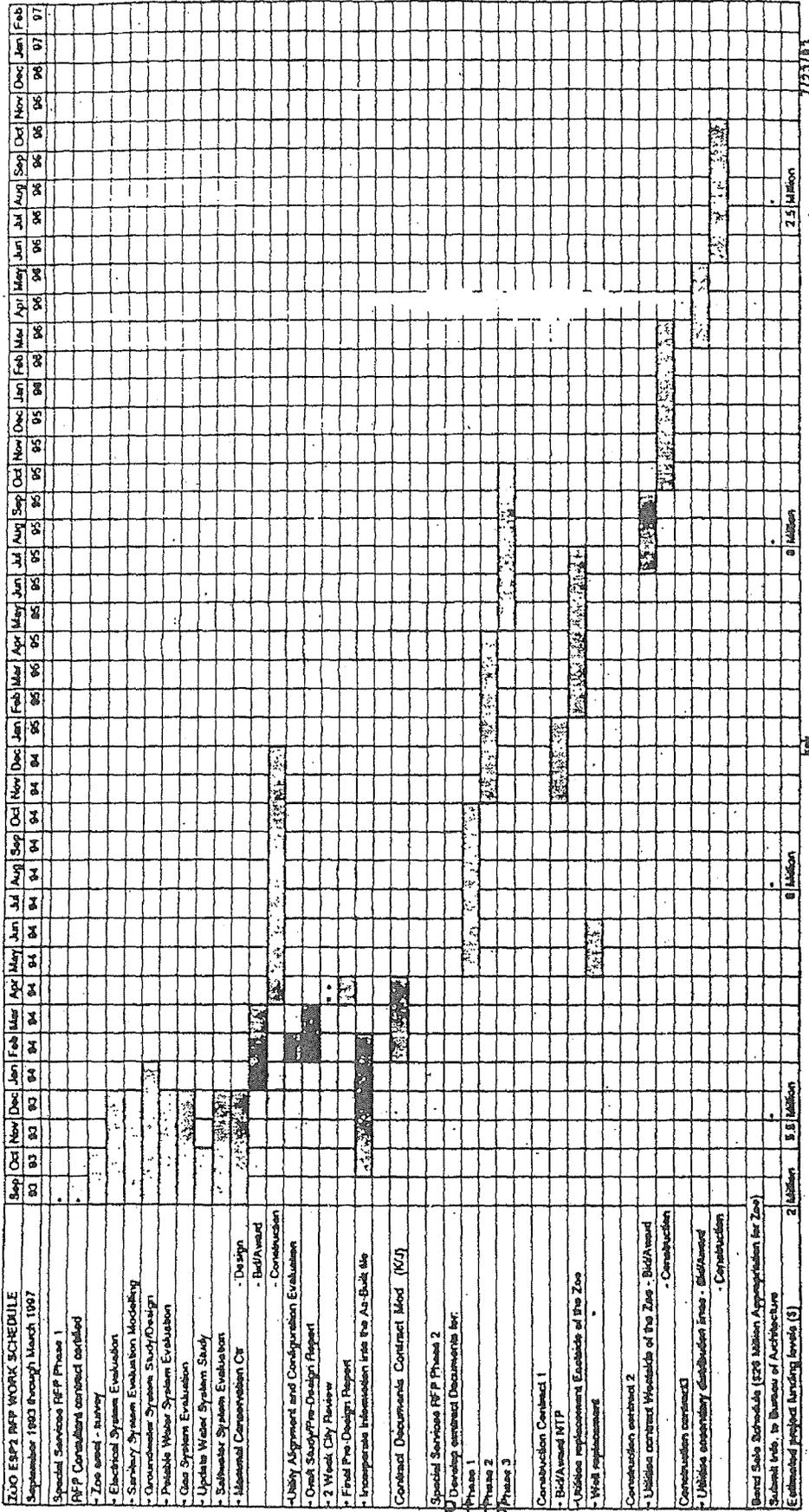


EXHIBIT F

Exhibit G-1

Civil Service Employees

(SEE ATTACHED)

A07A/092393

Exhibit G-1 - SEE ATTACHED

FULL-TIME CIVIL SERVICE PERSONNEL ASSIGNED TO THE  
SAN FRANCISCO ECOLOGICAL GARDEN AT 1 JULY 1993

CLASS	TITLE	NAME
1450	Executive Secretary I	Peterson, Woody
2290	Veterinarian	Bennett, Avery
2708	Custodian	Bishop, Juanita Cornwell, Bill Romero, Augusto Vigil, Victor Yee, Doris
2440	Veterinary Laboratory Technicians	Brozicavic, Michelle Hedberg, Gail Martorana, Ron
3320	Animal Keeper	Anlot, Ron Barisone, Patti Bernardi, Ron Bocian, David Caratti, Linda Castor, Jack Channon, Connie Cone, Carol Corona, Steve Gershenz, Norman Grison, John Hamburger, Lisa Hartgraves, Jeff Hartney, Ingrid Horblit, Helen Howe, David Huckle, Jane Hunter, Paul Jackson, Dan Kerr, Mary Martinez, Carol Moyle, Terry Munoz, Joe Nikitas, Laurie Peck, Yovanna Rudovsky, Michelle Rumsey, Nancy Sharp, Tony Stifflemire, C. Stowe, Neal Taha, Robin Turowski, Tom Weiss, Alex Whilar, Mike Wright, Andrea Willers, Chris

EXHIBIT G-1

CLASS	TITLE	NAME
3321	Senior Keepers	Colonnese, Tony Edmunds, Herman Feinberg, Alan
3322	Asst. Head Keeper	Tony Bila
3324	Head Keeper	Joe Rusk
3338	Asst. Director/Operations	Jurosek, Marla
3339	Asst. Zoo Director/Animals	Robinett, David
3340	Zoo Director	Anderson, David
3342	Zoo Curator	Sulak, Myron
3417	Gardener	Foster, Tom McCardle, Mike Ninos, John Raber, John White, Harry
3422	Gardening Supervisor	Chiosso, Tom
7347	Plumber	Yee, Eddie
7355	Truck Driver	Lambi, Roy
7395	Iron Worker	Benlaim, David

REV. 30 JULY 1993

Exhibit G-2

Employee Agreements from Concepts of Expanded Partnership

(SEE ATTACHED)

A07A/092393

Exhibit G-2 - SEE ATTACHED

LETTER OF INTENT  
BETWEEN  
UPE LOCAL 790, SEIU  
AND  
THE SAN FRANCISCO RECREATION AND PARK DEPARTMENT

The Recreation and Park Department and UPE Local 790, SEIU agree that it is their intent that the following language be incorporated into the Expanded Partnership Agreement between the City and County of San Francisco and the San Francisco Zoological Society, should the current negotiations regarding an Expanded Partnership Program result in an agreement:

The parties acknowledge that UPE Local 790, SEIU has been certified as the recognized employee representative, pursuant to the provisions of the city's Employee Relations Ordinance, of the following employment classifications assigned to the Zoo: 2708, Custodian; 3302, Vendor; 3322, Assistant Head Animal Keeper; 3324, Head Animal Keeper; and 4321, Cashier II. Both parties agree that should the Expanded Partnership Program be enacted, Local 790 shall continue to represent the current permanent Civil Service employees in the above classes.

In the event that a position in any of the above classifications becomes vacant for any reason, the vacant position will be abolished or reassigned outside the Zoo by the City and County of San Francisco Recreation and Park Department.

No permanent employee in the above classifications as of the date of ratification of this Expanded Partnership Agreement shall be laid off or reassigned due to this Expanded Partnership Agreement.

Permanent employees in the above classifications who are assigned to the Zoo as of the date of ratification of this Expanded Partnership Agreement shall remain employees of the City and County of San Francisco assigned to the Zoo. Such employees shall continue to be subject to the same general rights, privileges, conditions and obligations applicable to other employees in the same classifications employed by the City and County of San Francisco Recreation and Park Department.

It is understood by both parties that in the event that the Zoological Society fails to meet its obligations in operating the Zoo under the Expanded Partnership Agreement, management of the Zoo will be resumed by the City and County of San Francisco Recreation and Park Department. All employees covered by this agreement will retain their Civil Service rights and obligations and continue to be covered by the contract between UPE Local 790, SEIU, and the City and County of San Francisco.

Nothing herein shall limit the ability of the Zoological Society to supervise and direct the activities of City employees in the above classifications assigned to the Zoo.

Concepts of Lease Agreement  
San Francisco Recreation and Park Commission  
San Francisco Zoological Society

Agreements to Amend Concepts  
Teamsters 350 and Teamsters 856  
February 4, 1993

SECTION 3. The City of San Francisco and the Recreation and Park Commission in accordance with a lease agreement shall provide the San Francisco Zoological Society an annual payment subject to normal budget appropriation each year by the Board of Supervisors, for services rendered in operating the Zoo. The payment may be in the form of services, Civil Service salaries, utilities, payments of other operating costs, or some combination.

AMENDED TO READ: "...shall provide the San Francisco Zoological Society an annual payment of \$4 million each year of the first five years of this agreement, subject to ...combination." After the first five years, in any subsequent renewal of this agreement, the amount of the City's annual payment shall be re-negotiated and indexed based on cost of living or Civil Service salary standardization, whichever is greater, subject to the approval of the Recreation and Park Commission and the Board of Supervisors.

7. Current Permanent Civil Service Animal Care personnel, as set forth in Attachment B, lacking transfer opportunities, may elect to resign from employment with the City and County of San Francisco and become San Francisco Zoological Society employees or may remain employees of the City and County of San Francisco assigned to the Zoo, subject to all rights, privileges and obligations as set forth in the Charter and Civil Service Commission rules.

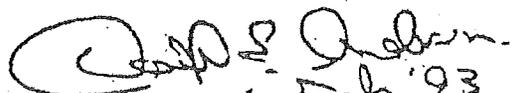
Current Permanent Civil Service employees who retain their city employment will continue to enjoy all rights privileges and obligations provided to them by City Charter and Civil Service Commission Rule.

This Section 7 shall apply to any subsequent renewals of the lease agreement.

AMENDS FORMER SECTION 7.

11. In the event the Expanded Partnership agreement is terminated and the City re-assumes operational management of the Zoo, re-hiring and hiring of animal keepers shall occur in the following manner:

- a. Any Civil Service animal keeper who resigns from employment with the City of San Francisco to accept a position as animal keeper with the Zoological Society, shall retain preference for a period of four years by

  
4 Feb. '93 EXHIBIT

Subject  
to  
A. Brown  
2-4-93

exercising their right to request reappointment to their Civil Service position. After four years, right to reinstatement ceases and preference will be retained in the manner as shall apply to non-civil Service animal keepers. (see b. below)

- b. Non-Civil Service animal keepers hired by the Zoological Society during the term of the Partnership agreement shall be given preference by the granting of temporary appointments in available Civil Service animal keeper positions prior to establishment of a new eligibility list; temporary appointments are granted seniority in hiring by the Civil Service Commission rules.
- c. At such time that a Civil Service animal keeper examination is given and an eligibility list established, the Recreation and Park Department and Teamsters Local 856 shall request that rule-of-the-list rather than rule-of-three shall be used for selection. Should the eligibility list be rule-of-the-list, preference shall be given to animal keepers hired during the tenure of the Partnership agreement.

12. NEW

In the event the Expanded Partnership is enacted, the three current Senior keepers shall retain their positions. It is understood that these employees shall continue to abide by the Civil Service Commission Rules.

It is also agreed that in the event job positions are established within the San Francisco Zoological Gardens by the San Francisco Zoological Society at levels higher than the Senior Keeper position any employee shall be entitled to apply for said position(s) and will be given consideration for placement in said position(s). Further, in the event a Senior Keeper position becomes available, Animal Keepers shall be entitled to apply for such position, and if selected shall upon such selection have the choice of becoming an employee of the San Francisco Zoological Society or to have civil service status in the City and County of San Francisco.

The Senior Keeper job title may be changed at the discretion of the Zoo Director. The pay differential established pursuant to salary standardization between the Animal Keeper and Senior Keeper positions shall continue in effect notwithstanding a job title change.

In the event this lease agreement does not go into effect, the three current Senior Keeper positions will be retained unless the City of San Francisco General Funds are reduced from the Zoo's Recreation and Park Department budget.

Quid E. Johnson  
4 Feb '93

DATE: 2/2/93

Mary E. Burns  
Mary Burns  
General Manager  
SF Recreation and Park Dept.

Paul Varacalli  
Paul Varacalli  
Executive Director  
UPE Local 790, SEIU

David E. Anderson 2 Feb. 93  
David Anderson  
SF Zoological Gardens

Fred Barker  
Fred Barker  
Field Representative  
UPE Local 790, SEIU

Exhibit G-3

Schedule of Employee Agreements

(SEE ATTACHED)

A07A/092393

Exhibit G-3 - SEE ATTACHED



Exhibit H

Additional Attachments

(SEE ATTACHED)

A07A/092393

Exhibit H - SEE ATTACHED

16.2 Public Access to Records and Information.

SFZS shall provide public access to information concerning the operation of the Zoo to the same extent that such information would have been available to the public pursuant to local ordinances if the Department had continued to operate the Zoo in the same manner as it did prior to the date of this Agreement. In addition, SFZS shall comply with all state and federal laws, rules and regulations that govern access by the public to records

A07A/092393

-22-

P127

and information, including without limitation the California Public Records Act (California Government Code Secs. 6250 et seq.). Without limiting the foregoing, SFZS further agrees that (a) minutes shall be taken at each meeting of its Board of Directors, and that the minutes of those meetings shall be considered public documents available for public inspection in accordance with the Public Records Act, and (b) all information concerning the status of all animals exhibited or otherwise housed or cared for at the Zoo shall be deemed public information

Date: March 25, 2008

Item No. 9/a

File No. 08015

## SUNSHINE ORDINANCE TASK FORCE

### AGENDA PACKET CONTENTS LIST\*

- Complaint by: Deniz Bolbol vs SF Zoological Society
- \_\_\_\_\_
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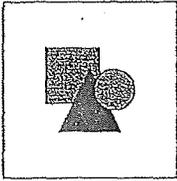
Completed by: Frank Darby

Date: March 19, 2008

**\*This list reflects the explanatory documents provided**

~ Late Agenda Items (documents received too late for distribution to the Task Force Members)

\*\* The document this form replaces exceeds 25 pages and will therefore not be copied for the packet. The original document is in the file kept by the Administrator, and may be viewed in its entirety by the Task Force, or any member of the public upon request at City Hall, Room 244.



DENNIS J. HERRERA  
City Attorney

ERNEST H. LLORENTE  
Deputy City Attorney

DIRECT DIAL: (415) 554-4236  
E-MAIL: [ernest.llorente@sfgov.org](mailto:ernest.llorente@sfgov.org)

**MEMORANDUM**

*March 17, 2008*

*DENIZ BOLBOL v. SAN FRANCISCO ZOOLOGICAL SOCIETY (08015)*

**COMPLAINT**

**THE COMPLAINANT ALLEGES THE FOLLOWING FACTS:**

Complainant Deniz Bolbol states:

The San Francisco Zoological Society ("SFZoo") is paid by the City and County of San Francisco to manage and operate the city-owned San Francisco Zoo. Based on the San Francisco Zoo Lease and Management Agreement, the SFZoo is required to provide public access to information concerning the operation of the Zoo to the same extent that such information would have been available to the public... if the Department had continued to operate the Zoo.

On February 21, 2008, Deniz Bolbol sent a written Immediate Disclosure request via e-mail and fax to Mr. Mollinedo, the zoo director, requesting specific information and documents.

The requested documents are as follows:

1. The San Francisco Zoo's Collection Plan,
2. A list of zoo management personnel,
3. A list of SFZoo's steering committee members,
4. The original design plan for the African Savannah, and
5. Animal inventory.

Bolbol states that a temporary employee acknowledged that SFZoo received the request. However as of March 4, 2008, Deniz Bolbol had not received the documents and had not been told when she might receive the documents.

**COMPLAINANT FILES COMPLAINT:**

On March 5, 2008, Deniz Bolbol filed a complaint against the SFZoo for violation of Section 67.21(a) and 67.25(b) of the Sunshine Ordinance and California Public Records Act Section 6250 et seq.

**Memorandum****JURISDICTION**

Based on Deniz Bolbol complaint that alleges that she made an Immediate Disclosure Request and although she received a response that the IDR had been received, she did not receive the records or a reason why the records were not produced. The non-response if true may be a violation of Sections 67.21(a) and 67.25(b) of the Sunshine Ordinance, the Task Force has subject matter jurisdiction over the complaint and must decide the merits of the complaint.

**APPLICABLE STATUTORY SECTION:**

1. California Constitution, Article I, Section 3 that states the general principals of public records and public meetings.
2. Sunshine Ordinance Section 67.1 that addresses Findings and Purpose.
3. Sunshine Ordinance, San Francisco Administrative Code Section 67.21 addresses general requests for public documents.
4. Sunshine Ordinance, San Francisco Administrative Code Section 67.25 deals with Immediate Disclosure Requests.
5. Sunshine Ordinance, San Francisco Administrative Code Section. 67.26 deals with withholding kept to a minimum.
6. Sunshine Ordinance, San Francisco Administrative Code Section. 67.27 deal with justification for withholding.
7. California Public Records Act, Government Code Section 6253 deals with public records open to inspection, agency duties, and time limits.
8. California Public Records Act, Government Code Section 6255 deals with justification for withholding of records.

**APPLICABLE CASE LAW:**

none

**ISSUES TO BE DETERMINED**

1. **FACTUAL ISSUES**

Memorandum

**A. Uncontested Facts:**

Complainant Deniz Bolbol made an Immediate Disclosure request. The IDR was acknowledged received by a temporary SFZoo employee.

**B. Contested facts/ Facts in dispute:**

The Task Force must determine what facts are true.

**i. Relevant facts in dispute:**

Whether the SFZoo properly responded to the IDR.

**QUESTIONS THAT MIGHT ASSIST IN DETERMINING FACTS;**

none

**LEGAL ISSUES/LEGAL DETERMINATIONS;**

- Were sections of the Sunshine Ordinance (Section 67.21), Brown Act, Public Records Act, and/or California Constitution Article I, Section three violated?
- Was there an exception to the Sunshine Ordinance, under State, Federal, or case law?

**CONCLUSION**

THE TASK FORCE FINDS THE FOLLOWING FACTS TO BE TRUE:

THE TASK FORCE FINDS THAT THE ALLEGED VIOLATIONS TO BE **TRUE OR NOT TRUE.**

## Memorandum

**THE CALIFORNIA CONSTITUTION AS AMENDED BY PROPOSITION 59 IN 2004 PROVIDES FOR OPENNESS IN GOVERNMENT.**

Article I Section 3 provides:

- a) The people have the right to instruct their representative, petition government for redress of grievances, and assemble freely to consult for the common good.
- b)(1) The people have the right of access to information concerning the conduct of the people's business, and therefore, the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny.
  - 2) A statute, court rule, or other authority, including those in effect on the effective date of this subdivision that limits the right of access shall be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.
  - 3) Nothing in this subdivision supersedes or modifies the right of privacy guaranteed by Section 1 or affects the construction of any statute, court rule, or other authority to the extent that it protects that right to privacy, including any statutory procedures governing discovery or disclosure of information concerning the official performance or professional qualifications of a peace officer.
  - 4) Nothing in this subdivision supersedes or modifies any provision of this Constitution, including the guarantees that person may not be deprived of life, liberty, or property without due process of law, or denied equal protection of the laws, as provided by Section 7.
  - 5) This subdivision does not repeal or nullify, expressly or by implication, any constitutional or statutory exception to the right of access to public records or meetings or public bodies that is in effect on the effective date of this subdivision, including, but not limited to, any statute protecting the confidentiality of law enforcement and prosecution records.
  - 6) Nothing in this subdivision repeals, nullifies, supersedes, or modifies protections for the confidentiality of proceedings and records of the Legislature, the Members of the Legislature, and its employees, committee, and caucuses provided by Section 7 of Article IV, state law, or legislative rules adopted in furtherance of those provisions: nor does it affect the scope of permitted discovery in judicial or administrative proceedings regarding deliberations of the Legislature, the Members of the Legislature, and its employees, committees, and caucuses.

## Memorandum

**ATTACHED STATUTORY SECTIONS FROM CHAPTER 67 OF THE SAN  
FRANCISCO ADMINISTRATIVE CODE (THE SUNSHINE ORDINANCE)  
UNLESS OTHERWISE SPECIFIED**

Section 67.1 addresses Findings and Purpose

The Board of Supervisors and the People of the City and County of San Francisco find and declare:

- (a) Government's duty is to serve the public, reaching its decisions in full view of the public.
- (b) Elected officials, commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. The people do not cede to these entities the right to decide what the people should know about the operations of local government.
- (c) Although California has a long tradition of laws designed to protect the public's access to the workings of government, every generation of governmental leaders includes officials who feel more comfortable conducting public business away from the scrutiny of those who elect and employ them. New approaches to government constantly offer public officials additional ways to hide the making of public policy from the public. As government evolves, so must the laws designed to ensure that the process remains visible.
- (d) The right of the people to know what their government and those acting on behalf of their government are doing is fundamental to democracy, and with very few exceptions, that right supersedes any other policy interest government officials may use to prevent public access to information. Only in rare and unusual circumstances does the public benefit from allowing the business of government to be conducted in secret, and those circumstances should be carefully and narrowly defined to prevent public officials from abusing their authority.
- (e) Public officials who attempt to conduct the public's business in secret should be held accountable for their actions. Only a strong Open Government and Sunshine Ordinance, enforced by a strong Sunshine Ordinance Task Force can protect the public's interest in open government.
- (f) The people of San Francisco enact these amendments to assure that the people of the City remain in control of the government they have created.
- (g) Private entities and individuals and employees and officials of the City and County of San Francisco have rights to privacy that must be respected. However, when a person or entity is before a policy body or passive meeting body, that person, and the public, has the right to an open and public process.

**Memorandum**

Section 67.21 addresses general requests for public documents.

This section provides:

- a.) Every person having custody of any public record or public information, as defined herein, ... shall, at normal times and during normal and reasonable hours of operation, without unreasonable delay, and without requiring an appointment, permit the public record, or any segregable portion of a record, to be inspected and examined by any person and shall furnish one copy thereof upon payment of a reasonable copying charge, not to exceed the lesser of the actual cost or ten cents per page.
- b.) A custodian of a public record shall as soon as possible and within **ten days** (emphasis added) following receipt of a request for inspection or copy of a public record, comply with such request. Such request may be delivered to the office of the custodian by the requester orally or in writing by fax, postal delivery, or e-mail. If the custodian believes the record or information requested is not a public record or is exempt, the custodian shall justify withholding any record by demonstrating, in writing as soon as possible and within ten days following receipt of a request, that the record in question is exempt under express provisions of this ordinance.
- c.) A custodian of a public record shall assist a requester in identifying the existence, form, and nature of any records or information maintained by, available to, or in the custody of the custodian, whether or not the contents of those records are exempt from disclosure and shall, when requested to do so, provide in writing within seven days following receipt of a request, a statement as to the existence, quantity, form and nature of records relating to a particular subject or questions with enough specificity to enable a requester to identify records in order to make a request under (b). A custodian of any public record, when not in possession of the record requested, shall assist a requester in directing a request to the proper office or staff person.
- ...
- k.) Release of documentary public information, whether for inspection of the original or by providing a copy, shall be governed by the California Public Records Act Government Code Section 6250 et seq.) in particulars not addressed by this ordinance and in accordance with the enhanced disclosure requirement provided in this ordinance.
- l.) Inspection and copying of documentary public information stored in electronic form shall be made available to the person requesting the information in any form requested which is available to or easily generated by the department, its officers or employees, including disk, tape, printout or monitor at a charge no greater than the cost of the media

**Memorandum**

on which it is duplicated. Inspection of documentary public information on a computer monitor need not be allowed where the information sought is necessarily and inseparably intertwined with information not subject to disclosure under this ordinance. Nothing in this section shall require a department to program or reprogram a computer to respond to a request for information or to release information where the release of that information would violate a licensing agreement or copyright law.

Section 67.25 provides:

- a.) Notwithstanding the 10-day period for response to a request permitted in Government Code Section 6256 and in this Article, a written request for information described in any category of non-exempt public information shall be satisfied no later than the close of business on the day following the day of the request. This deadline shall apply only if the words "Immediate Disclosure Request" are placed across the top of the request and on the envelope, subject line, or cover sheet in which the request is transmitted. Maximum deadlines provided in this article are appropriate for more extensive or demanding requests, but shall not be used to delay fulfilling a simple, routine or otherwise readily answerable request.
- b.) If the voluminous nature of the information requested, its location in a remote storage facility or the need to consult with another interested department warrants an extension of 10 days as provided in Government Code Section 6456.1, the requestor shall be notified as required by the close of business on the business day following the request.
- c.) The person seeking the information need not state his or her reason for making the request or the use to which the information will be put, and requesters shall not be routinely asked to make such a disclosure. Where a record being requested contains information most of which is exempt from disclosure under the California Public Records Act and this article, however, the City Attorney or custodian of the record may inform the requester of the nature and extent of the non-exempt information and inquire as to the requester's purpose for seeking it, in order to suggest alternative sources for the information which may involve less redaction or to otherwise prepare a response to the request.
- d.) Notwithstanding any provisions of California Law or this ordinance, in response to a request for information describing any category of non-exempt public information, when so requested, the City and County shall produce any and all responsive public records as soon as reasonably possible on an incremental or "rolling" basis such that responsive records are produced as soon as possible by the end of the same business day that they are reviewed and collected. This section is intended to prohibit the

**Memorandum**

withholding of public records that are responsive to a records request until all potentially responsive documents have been reviewed and collected.

Section 67.26 provides:

No record shall be withheld from disclosure in its entirety unless all information contained in it is exempt from disclosure under express provisions of the California Public Records Act or of some other statute. Information that is exempt from disclosure shall be masked, deleted or otherwise segregated in order that the nonexempt portion of a requested record may be released, and keyed by footnote or other clear reference to the appropriate justification for withholding required by section 67.27 of this article. This work shall be done personally by the attorney or other staff member conducting the exemption review. The work of responding to a public-records request and preparing documents for disclosure shall be considered part of the regular work duties of any city employee, and no fee shall be charged to the requester to cover the personnel costs of responding to a records request.

Section 67.27 provides:

Any withholding of information shall be justified in writing, as follows:

- a.) A withholding under a specific permissive exemption in the California Public Records Act, or elsewhere, which permissive exemption is not forbidden to be asserted by this ordinance, shall cite that authority.
- b.) A withholding on the basis that disclosure is prohibited by law shall cite the specific statutory authority in the Public Records Act of elsewhere.
- c.) A withholding on the basis that disclosure would incur civil or criminal liability shall cite any specific statutory or case law, or any other public agency's litigation experience, supporting that position.
- d.) When a record being requested contains information, most of which is exempt from disclosure under the California Public Records Act and this Article, the custodian shall inform the requester of the nature and extent of the nonexempt information and suggest alternative sources for the information requested, if available.

**Memorandum**

The California Public Records Act is located in the state Government Code Sections 6250 et seq. All statutory references, unless stated otherwise, are to the Government Code.

Section 6253 provides.

- a.) Public records are open to inspection at all times during the office hours of the state or local agency and every person has a right to inspect any public record, except as hereafter provided. Any reasonably segregable portion of a record shall be available for inspection by any person requesting the records after deletion of the portions that are exempted by law.
- b.) Except with respect to public records exempt from disclosure by express provisions of law, each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, shall make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable. Upon request, an exact copy shall be provided unless impracticable to do so.
- c.) Each agency, upon a request for a copy of records, shall within 10 days from receipt of the request, determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the agency and shall promptly notify the person making the request of the determination and the reasons therefore....

Section 6255 provides:

- a.) The agency shall justify withholding any record by demonstrating that the record in question is exempt under express provisions of this chapter or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.
- b.) A response to a written request for inspection or copies of public records that includes a determination that the request is denied, in whole or in part, shall be in writing.



<complaints@sfgov.org>  
03/05/2008 03:27 PM

To <soft@sfgov.org>

cc

bcc

Subject Sunshine Complaint

History

This message has been forwarded.

Submitted on: 3/5/2008 3:27:03 PM

Department: San Francisco Zoological Society

Contacted: Manuel Mollinedo

Public\_Records\_Violation: Yes

Public\_Meeting\_Violation: No

Meeting\_Date:

Section(s)\_Violated: CPRA 6250 et seq., Sunshine Ordinance & zoo lease section 16.2 and 16.2b

Description: On Feb 21, 2008 I made an Immediate Disclosure request for (a)the San Francisco Zoo's Collection Plan, (2) A list of zoo management personnel, (3) a list of SF Zoological steering committee members, (4) the original design plan for the African Savannah and (4) animal inventory. A temporary employee acknowledged receipt of my request and nothing has been provided to me since.

Hearing: Yes

Date: 2/4/08

Name: Deniz Bolbol

Address: PO Box 5656

City: Redwood City

Zip: CA 94063

Phone: (650) 248-4489

Email: deniz\_b@yahoo.com

Anonymous:



Deniz Bolbol  
 <deniz\_b@yahoo.com>  
 03/04/2008 10:39 AM

To SOTF <soft@sfgov.org>  
 cc  
 bcc  
 Subject Re: Fwd: Immediate Disclosure Request: 5 SF Zoo document request

Hello Chris,

I have tried numerous times to submit my complaint online. Below is my complaint and the server error response I receive when I hit "submit."

Thank you.  
 Deniz Bolbol

The San Francisco Zoological Society (SFZS) is paid by the City of San Francisco to manage and operate the city-owned San Francisco Zoo. As per the San Francisco Zoo Lease and Management Agreement, which mandates that SFZS "provide public access to information concerning the operation of the Zoo to the same extent that such information would have been available to the public ... if the Department had continued to operate the Zoo...."(section cited below).

On February 21, 2008, I sent a written Immediate Disclosure request (via email and fax) to Mr. Mollinedo, the zoo director, requesting specific information and documents. The original email is below. A temporary employee responded to state the Zoo had received the inquiry. However, to date I have not received these documents nor have I been told when I might receive these documents.

I request the assistance of the Sunshine Ordinance Task Force in order to obtain public documents from SFZS pertaining to the city-owned Zoo and to avoid this type of problem in the future. In addition, SFZS has implemented a new policy by which they have their outside legal counsel review all documents before making them available to the public; I feel this internal process should not delay responding to public record requests.

I greatly appreciate your assistance.  
 Thank you for your prompt attention to this matter.  
 Deniz Bolbol  
 650.248.4489 mobile

16.2 Public Access to Records and Information. SFZS shall provide public access to information concerning the operation of the Zoo to the same extent that such information would have been available to the public pursuant to local ordinances if the Department had continued to operate the Zoo in the same manner as it did prior to the date of this Agreement. In addition, SFZS shall comply with all state and federal laws, rules and regulations that govern access by the public to records and information, including without limitation the California Public Records Act (California Government Code Secs. 6250 et sea.). Without limiting the foregoing, SFZS further agrees that (a) minutes shall be taken at each meeting of its Board of Directors, and that the minutes of those meetings shall be considered public documents available for public inspection in accordance with the Public Records Act, and (b) all information concerning the status of all animals exhibited or otherwise housed or cared for at the Zoo shall be deemed public information subject to public inspection under the Public Records Act.

ORIGINAL INQUIRY:

Date: Thu, 21 Feb 2008 17:44:17 -0800 (PST)

From: Deniz Bolbol <[deniz\\_b@yahoo.com](mailto:deniz_b@yahoo.com)>

Subject: Immediate Disclosure Request: 5 SF Zoo document request

To: Denise Calhoun <[DeniseC@sfzoo.org](mailto:DeniseC@sfzoo.org)>, Manuel Mollinedo <[manuelm@sfzoo.org](mailto:manuelm@sfzoo.org)>

CC: Michael Orosco <[MichaelO@sfzoo.org](mailto:MichaelO@sfzoo.org)>, [deniz\\_b@yahoo.com](mailto:deniz_b@yahoo.com)

Dr. Mr. Mollinedo:

Pursuant to the California Public Records Act ("CPRA" - Government Code Section 6250 et seq.), as per the San Francisco Zoo Lease and Management Agreement section 16.2 and 16.2(b), and the Sunshine Ordinance and Immediate Disclosure Request which requires 24-hour response, please email or fax to the contact information below the following documents and information:

- § San Francisco Zoo's Collection Plan
- § List of Zoo management personnel
- § List of San Francisco Zoological steering committee members
- § Original design plan from exhibit designer for the "African Savannah"
- § Animal inventory

Please fax or email these documents as per the Immediate Disclosure Request within 24 hours to 1-206-309-7265 or [deniz\\_b@yahoo.com](mailto:deniz_b@yahoo.com). Please call me to let me know when these documents will be available.

Thank you.

Deniz Bolbol  
650-654-9955  
650-248-4489

## Server Error in '/apps/eform' Application.

---

*A potentially dangerous Request.Form value was detected from the client (Description="...iz Bolbol <[deniz\\_b@yahoo.com](mailto:deniz_b@yahoo.com)> ...").*

**Description:** Request Validation has detected a potentially dangerous client input value, and processing of the request has been aborted. This value may indicate an attempt to compromise the security of your application, such as a cross-site scripting attack. You can disable request validation by setting `validateRequest=false` in the Page directive or in the configuration section. However, it is strongly recommended that your application explicitly check all inputs in this case.

**Exception Details:** System.Web.HttpRequestValidationException: A potentially dangerous Request.Form value was detected from the client (Description="...iz Bolbol <[deniz\\_b@yahoo.com](mailto:deniz_b@yahoo.com)> ...").

**Source Error:**

An unhandled exception was generated during the execution of the current web request. Information regarding the origin and location of the exception can be identified using the exception

stack trace below.

### Stack Trace:

```
[HttpRequestValidationException (0x80004005): A potentially dangerous Request.Form value was detected from the client (Description="...iz Bolbol <deniz_b@yahoo.com> ...").]
System.Web.HttpRequest.ValidateString(String s, String valueName, String collectionName) +240
System.Web.HttpRequest.ValidateNameValueCollection(NameValueCollection nvc, String collectionName) +99
System.Web.HttpRequest.get_Form() +113
System.Web.UI.Page.GetCollectionBasedOnMethod() +69
System.Web.UI.Page.DeterminePostBackMode() +128
System.Web.UI.Page.ProcessRequestMain() +2174
System.Web.UI.Page.ProcessRequest() +218
System.Web.UI.Page.ProcessRequest(HttpContext context) +18
System.Web.CallHandlerExecutionStep.System.Web.HttpApplication+IExecutionStep.Execute() +179
System.Web.HttpApplication.ExecuteStep(IExecutionStep step, Boolean& completedSynchronously) +87
```

---

**Version Information:** Microsoft .NET Framework Version:1.1.4322.2032;

ASP.NET Version:1.1.4322.2032

*SOTF* <[sotf@sfgov.org](mailto:sotf@sfgov.org)> wrote:

Dear Deniz Bolbol,

You can file a complaint with the Sunshine Ordinance Task Force if you are not satisfied with the department's response.

More information is available at

[http://www.sfgov.org/site/sunshine\\_index.asp?id=5460](http://www.sfgov.org/site/sunshine_index.asp?id=5460)

Chris Rustom  
Sunshine Ordinance Task Force  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689  
[SOTF@SFGov.org](mailto:SOTF@SFGov.org)  
OFC: (415) 554-7724  
FAX: (415) 554-7854

Complete a SOTF Customer Satisfaction Survey by clicking the link below.

[http://www.sfgov.org/site/sunshine\\_form.asp?id=34307](http://www.sfgov.org/site/sunshine_form.asp?id=34307)

Deniz Bolbol  
m> To  
[sotf@sfgov.org](mailto:sotf@sfgov.org)  
02/28/2008 05:49 cc  
PM  
Subject

P141

Fwd: Immediate Disclosure Request:  
5 SF Zoo document request

TO: Sunshine Ordinance Task Force

The San Francisco Zoological Society (SFZS) is paid by the City of San Francisco to manage and operate the city-owned San Francisco Zoo. As per the San Francisco Zoo Lease and Management Agreement, which mandates that SFZS "provide public access to information concerning the operation of the Zoo to the same extent that such information would have been available to the public ... if the Department had continued to operate the Zoo...." (section cited below).

One week ago today, I sent a written request (via email and fax) to Mr. Mollinedo, the zoo director, requesting specific information and documents. The email chain is below. A temporary employee responded to state the Zoo had received the inquiry. However, to date I have not received these documents nor have I been told when I might receive these documents.

I request the assistance of the Sunshine Ordinance Task Force in order to obtain public documents from SFZS pertaining to the city-owned Zoo. I need these documents as soon as possible and greatly appreciate your assistance.

Thank you for your prompt attention to this matter.  
Deniz Bolbol  
650.248.4489 mobile

16.2 Public Access to Records and Information. SFZS shall provide public access to information concerning the operation of the Zoo to the same extent that such information would have been available to the public pursuant to local ordinances if the Department had continued to operate the Zoo in the same manner as it did prior to the date of this Agreement. In addition, SFZS shall comply with all state and federal laws, rules and regulations that govern access by the public to records and information, including without limitation the California Public Records Act (California Government Code Secs. 6250 et sea.). Without limiting the foregoing, SFZS further agrees that (a) minutes shall be taken at each meeting of its Board of Directors, and that the minutes of those meetings shall be considered public documents available for public inspection in accordance with the Public Records Act, and (b) all information concerning the status of all animals exhibited or otherwise housed or cared for at the Zoo shall be deemed public information subject to public inspection under the Public

Records Act.

Deniz Bolbol wrote:

Date: Wed, 27 Feb 2008 09:29:18 -0800 (PST)

From: Deniz Bolbol

Subject: Immediate Disclosure Request: 5 SF Zoo document request

To: Manuel Mollinedo., bobj@sfzoo.org

CC: Randy Riddle ,

Michael Orosco , Denise Calhoun

Mr. Mollinedo,

I submitted to your attention a document request on February 21. Nearly one week later, I have not received any of the requested documents and I have not been told when I will receive the documents. As you know, you are obligated to provide the documents as per the San Francisco Zoo Lease and Management Agreement and Sunshine Ordinance and Immediate Disclosure Request which requires 24-hour response.

I request that you direct your staff to take public information requests seriously and to not delay responses.

Please advise me when I will receive the documents requested. The original request is below.

Thank you for your prompt attention to this matter.

Deniz Bolbol

650.248.4489

Deniz Bolbol wrote:

Hi Denise,

Thank you for the response to the SSP question.

Please provide a time frame when I can expect to pick up the additional documents requested on February 21.

Sincerely,

Deniz Bolbol

650.654.9955

Date: Thu, 21 Feb 2008 17:44:17 -0800 (PST)

From: Deniz Bolbol

Subject: Immediate Disclosure Request: 5 SF Zoo document request

To: Denise Calhoun , Manuel Mollinedo

CC: Michael Orosco , deniz\_b@yahoo.com

Dr. Mr. Mollinedo:

Pursuant to the California Public Records Act ("CPRA" - Government Code Section 6250 et seq.), as per the San Francisco Zoo Lease and Management Agreement section 16.2 and 16.2(b), and the Sunshine Ordinance and Immediate Disclosure Request which requires 24-hour response, please email or fax to the contact information below the following documents and information:

- Â§ San Francisco Zoo's Collection Plan
- Â§ List of Zoo management personnel
- Â§ List of San Francisco Zoological steering committee members
- Â§ Original design plan from exhibit designer for the "African Savannah"
- Â§ Animal inventory

Please fax or email these documents as per the Immediate Disclosure Request within 24 hours to 1-206-309-7265 or deniz\_b@yahoo.com. Please call me to let me know when these documents will be available.

Thank you.  
Deniz Bolbol  
650-654-9955  
650-248-4489

Denise Calhoun wrote:  
Hello Deniz!

We are in receipt of your email related to the SSP's and will have a response for you this afternoon. Your subsequent request for 5 additional documents is being processed. Once I get the docs from the appropriate parties, they will be reviewed by the attorney, stamped and then sent back to me. I'll let you know when they are on their way back so you can come and pick them up and pay for copying charges like last time.

I'll keep you in the loop as the original docs may be in different departments throughout the zoo. I've had pretty good luck in getting docs timely, and I will attempt to turn this around for you as timely as possible.

Thanks,

Denise

Denise Calhoun  
San Francisco Zoo  
1 Zoo Road  
San Francisco, CA 94132-1098

415.753.7160  
415.753.7139 (fax)  
denisec@sfzoo.org

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.



SUNSHINE ORDINANCE TASK FORCE  
1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102  
Tel. (415) 554-7724; Fax (415) 554-7854  
<http://www.sfgov.org/sunshine>

SUNSHINE ORDINANCE COMPLAINT

Complaint against which Department or Commission San Francisco Zoological Soc.  
Name of individual contacted at Department or Commission \_\_\_\_\_

Alleged violation public records access  
 Alleged violation of public meeting. Date of meeting \_\_\_\_\_

Sunshine Ordinance Section \_\_\_\_\_  
(If known, please cite specific provision being violated)

Please describe alleged violation. Use additional paper if needed. Please attach any relevant documentation supporting your complaint.

see attached

Do you wish a public hearing before the Sunshine Ordinance Task Force?  yes  no.

(Optional)  
Your name Denis Bolbol Address PO Box 5656 Redwood City, CA 94063  
Date 3/4/08

Telephone \_\_\_\_\_ If anonymous, please let us know how to contact you.

Signature Denis Bolbol

<sup>1</sup> NOTICE: PERSONAL INFORMATION THAT YOU PROVIDE IS SUBJECT TO DISCLOSURE UNDER THE CALIFORNIA PUBLIC RECORDS ACT AND THE SUNSHINE ORDINANCE, EXCEPT WHEN CONFIDENTIALITY IS SPECIFICALLY REQUESTED. COMPLAINANTS CAN BE ANONYMOUS AS LONG AS THE COMPLAINANT PROVIDES A RELIABLE MEANS OF CONTACT WITH THE SOTF (PHONE NUMBER, FAX NUMBER, OR E-MAIL ADDRESS).

*Sunshine Ordinance Complaint*

3/14/08

The San Francisco Zoological Society (SFZS) is paid by the City of San Francisco to manage and operate the city-owned San Francisco Zoo. As per the San Francisco Zoo Lease and management Agreement, which mandates that SFZS "provide public access to information concerning the operation of the Zoo to the same extent that such information would have been available to the public ... if the Department had continued to operate the Zoo..."(section cited below).

On February 21, 2008, I sent a written Immediate Disclosure request (via email and fax) to Mr. Mollinedo, the zoo director, requesting specific information and documents.

The original email is below. A temporary employee responded to state the Zoo had received the inquiry. However, to date I have not received these documents nor have I been told when I might receive these documents.

I request the assistance of the Sunshine Ordinance Task Force in order to obtain public documents from SFZS pertaining to the city-owned Zoo and to avoid this type of problem in the future. In addition, SFZS has implemented a new policy by which they have their outside legal counsel review all documents before making them available to the public; I feel this internal process should not delay responding to public record requests.

I greatly appreciate your assistance.

Thank you for your prompt attention to this matter.

Deniz Bolbol

650.248.4489 mobile

16.2 Public Access to Records and Information. SFZS shall provide public access to information concerning the operation of the Zoo to the same extent that such information would have been available to the public pursuant to local ordinances if the Department had continued to operate the Zoo in the same manner as it did prior to the date of this Agreement. In addition, SFZS shall comply with all state and federal laws, rules and regulations that govern access by the public to records and information, including without limitation the California Public Records Act (California Government Code Secs. 6250 et seq.). Without limiting the foregoing, SFZS further agrees that (a) minutes shall be taken at each meeting of its Board of Directors, and that the minutes of those meetings shall be considered public documents available for public inspection in accordance with the Public Records Act, and (b) all information concerning the status of all animals exhibited or otherwise housed or cared for at the Zoo shall be deemed public information subject to public inspection under the Public Records Act.

**ORIGINAL INQUIRY:**

Date: Thu, 21 Feb 2008 17:44:17 -0800 (PST)

From: Deniz Bolbol <[deniz\\_b@yahoo.com](mailto:deniz_b@yahoo.com)>

Subject: Immediate Disclosure Request: 5 SF Zoo document request

To: Denise Calhoun <[DeniseC@sfzoo.org](mailto:DeniseC@sfzoo.org)>, Manuel Mollinedo <[manuelm@sfzoo.org](mailto:manuelm@sfzoo.org)>

CC: Michael Orosco <[MichaelO@sfzoo.org](mailto:MichaelO@sfzoo.org)>, [deniz\\_b@yahoo.com](mailto:deniz_b@yahoo.com)

Dr. Mr. Mollinedo:

Pursuant to the California Public Records Act ("CPRA" - Government Code Section 6250 et seq.), as per the San Francisco Zoo Lease and Management Agreement section 16.2 and 16.2(b), and the Sunshine Ordinance and Immediate Disclosure Request which requires 24-hour response, please email or fax to the contact information below the following documents and information:

- § San Francisco Zoo's Collection Plan
- § List of Zoo management personnel
- § List of San Francisco Zoological steering committee members
- § Original design plan from exhibit designer for the "African Savannah"
- § Animal inventory

Please fax or email these documents as per the Immediate Disclosure Request within 24 hours to 1-206-309-7265 or [deniz\\_b@yahoo.com](mailto:deniz_b@yahoo.com). Please call me to let me know when these documents will be available.

Thank you.

Deniz Bolbol

650-654-9955

650-248-4489



Deniz Bolbol  
<deniz\_b@yahoo.com>  
03/11/2008 02:08 PM

To Denise Calhoun <DeniseC@sfzoo.org>, Manuel Mollinedo  
<manuelm@sfzoo.org>  
cc soff@sfgov.org, MichaelO@sfzoo.org, bobj@sfzoo.org,  
deniz\_b@yahoo.com  
bcc  
Subject Re: Document Request

Mr. Mollinedo and Mr. Orosco,

Denise Calhoun emailed me yesterday indicating the documents that I requested on February 21 would be available for pick up today at the SF Zoo. It is now after 2p; I was told the documents would be made available by mid day.

I have not received a response to the email I sent earlier today and cannot reach Ms. Calhoun via telephone (the phone rings with no response).

I request immediate assistance in obtaining the documents I requested nearly three weeks ago.

Thank you,  
Deniz Bolbol  
650.248.4489

*Deniz Bolbol* <deniz\_b@yahoo.com> wrote:  
Mr. Mollinedo and Ms. Calhoun,

As per Ms. Calhoun's email yesterday, it is now day and I have not heard when I can pick up the documents requested on February 21.

Please advise me when I can pick up the requested documents.

Thank you.  
Deniz Bolbol  
650.654.9955

*Deniz Bolbol* <deniz\_b@yahoo.com> wrote:  
Mr. Mollinedo,

I am disappointed that my February 21, 2008 public record request has taken over two weeks to address.

I await your response so I can pick up **as soon as possible** the documents at the Zoo.

Thank you.  
Deniz Bolbol

*Denise Calhoun* <DeniseC@sfzoo.org> wrote:  
Hello Deniz,

I was out of the office all last week healing from injuries and returned to the office to find the Savannah

design at my desk - the last piece I was waiting for prior to the weekend... I expected the package to be forwarded to the attorney during my absence; unfortunately, other issues within the department prevented that from happening. The courier is on its way to pick up your package for the attorney's review and stamping and should be turned around no later than tomorrow - I suspect it will be ready for you to pick up here at the Zoo by mid-day tomorrow.

Thanks for your patience - the pgk page count is 78. Talk to you tomorrow.

Denise Calhoun  
San Francisco Zoo  
1 Zoo Road  
San Francisco, CA 94132-1098  
415.753.7160  
415.753.7139 (fax)  
[denisec@sfbzoo.org](mailto:denisec@sfbzoo.org)

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Deniz Bolbol  
<deniz\_b@yahoo.com>  
03/12/2008 12:40 PM

To Denise Calhoun <DeniseC@sfzoo.org>  
soff@sfgov.org, Michael Orosco <MichaelO@sfzoo.org>,  
cc Bob Jenkins <BobJ@sfzoo.org>, "Manuel A. Mollinedo"  
<ManuelMollinedo@sfzoo.org>, deniz\_b@yahoo.com  
bcc  
Subject RE: Document Request

Denise,

You received my February 21 document request on February 21. See the email below. I sent the original request to you, Mr. Orosco, and Mr. Mollinedo.

It is inconceivable how Mr. Mollinedo, as director of the San Francisco Zoological Society, is placing the entire public-record-request responsibility on one temporary employee. If your portrayal of the situation is accurate, Mr. Mollinedo needs to take immediate action to reevaluate this process as the results are in violation of Immediate Disclosure requirements.

I will come to the HR trailer by 2p today.

Thank you for your assistance. I understand that you are only doing what you are told to do. However, there is a much larger problem with three-week delay in providing public documents and this needs to be addressed.

Deniz Bolbol  
650.248.4489

Date: Thu, 21 Feb 2008 17:44:17 -0800 (PST)  
From: Deniz Bolbol <deniz\_b@yahoo.com>  
Subject: Immediate Disclosure Request: 5 SF Zoo document request  
To: Denise Calhoun <DeniseC@sfzoo.org>, Manuel Mollinedo <manuelm@sfzoo.org>  
CC: Michael Orosco <MichaelO@sfzoo.org>, deniz\_b@yahoo.com

Dr. Mr. Mollinedo:

Pursuant to the California Public Records Act ("CPRA" - Government Code Section 6250 *et seq.* ), as per the San Francisco Zoo Lease and Management Agreement section 16.2 and 16.2(b), and the Sunshine Ordinance and Immediate Disclosure Request which requires 24-hour response, please email or fax to the contact information below the following documents and information:

- San Francisco Zoo's Collection Plan
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Please fax or email these documents as per the Immediate Disclosure Request within 24 hours to 1-206-309-7265 or [deniz\\_b@yahoo.com](mailto:deniz_b@yahoo.com). Please call me to let me know when these documents will be available.

Thank you.  
Deniz Bolbol  
650-654-9955  
650-248-4489

*Denise Calhoun* <[DeniseC@sfzoo.org](mailto:DeniseC@sfzoo.org)> wrote:

Good Morning Deniz,

Your documents have arrived and are available to pick up at your convenience at the HR trailer. The document count is 78.

Please let me know your approximate time of arrival to ensure that you have access to the office. The door is typically locked if no one is there.

My apologies as to my direct phone line, as it was not set up with a voice mail option upon my arrival. Phone messages directed to me should be left through Michael Orosco until such time as the voice mail option is made available to my line.

To address the length of time you have had to wait for this request to be satisfied, please allow me to offer following information as it may assist you with document requests in the future:

- 1) Depending on who your request is initially addressed to, there may be a delay in the time it actually is provided to me. (As with this current request, my first vision to it was Monday, March 3.) I work a flexible schedule which at times may affect the specific time I see it.
- 2) Once I have the request, I forward it to the attorney for review and approval, while waiting for his response, I notify the specific Department(s) where the specific item may reside to deliver a copy to me. Please note that all documents do not reside in one specific location and depending on the specific department's circumstances it may take time to locate it, copy it and get it over to me timely. (Such was the case with one of your documents, i.e., it was finally obtained by Michael from the appropriate department and left at my desk late on Friday, March 7.)
- 3) Once all documents supporting a request are compiled, it is copied and a set is couriered to the attorney. The attorney reviews the documents, indexes and bates stamps them and returns them to me for final distribution. That timeframe is dependent upon the attorney's availability to review and process and is not under the Zoo's control. I assure you that they work as expeditiously as possible as well.
- 4) Once the package is sent back to me, I notify the requestor that the package is available.

I can assure you that everyone involved in this process attempts to satisfy all requests in an efficient, and timely manner; however, there are times when that just cannot be accomplished due to unexpected events - if even one small portion of the process is delayed it delay's the entire process. As I explained in my email to you this past Monday, I sustained an injury over the weekend of the 1st which incapacitated me for the entire week and even though we have a backup process in the HR Dept, there were other issues out of everyone's control that ultimately effected the turnaround time related to your request. We communicated with you along the way what obstacles we were up against.

I do apologize that you had to wait for these documents. I hope you can appreciate that since the tragedy this past December has impacted the Zoo greatly with a high volume of document requests and there are only a few administrative people to facilitate the everyday workflow let alone absorb the efforts for document production. I assume that you will have future requests for Zoo documents and would request that you give consideration to this process as you go forward and allow a reasonable timeframe within which we can respond effectively. I am not sure, at this point, to what timeframe this specific process will continue - I plan to ascertain that before the week is out! I am sure it will not always be this involved but right now will all things considered, this is the process.

I might suggest that your future requests initially be directed simultaneously to Michael Orosco and me in an effort to being the accumulation process on the day you submit it, and I can assure you we will continue to do our best to satisfy your request timely.

I look forward to hearing from you today related to picking up this package of documents.

Denise

---

**From:** Deniz Bolbol [mailto:deniz\_b@yahoo.com]  
**Sent:** Tuesday, March 11, 2008 2:08 PM  
**To:** Denise Calhoun; Manuel A. Mollinedo  
**Cc:** sotf@sfgov.org; Michael Orosco; Bob Jenkins; deniz\_b@yahoo.com  
**Subject:** Re: Document Request

Mr. Mollinedo and Mr. Orosco,

Denise Calhoun emailed me yesterday indicating the documents that I requested on February 21 would be available for pick up today at the SF Zoo. It is now after 2p; I was told the documents would be made available by mid day.

I have not received a response to the email I sent earlier today and cannot reach Ms. Calhoun via telephone (the phone rings with no response).

I request immediate assistance in obtaining the documents I requested nearly three weeks ago.

Thank you,  
Deniz Bolbol  
650.248.4489

*Deniz Bolbol* <deniz\_b@yahoo.com> wrote:  
Mr. Mollinedo and Ms. Calhoun,

As per Ms. Calhoun's email yesterday, it is now day and I have not heard when I can pick up the documents requested on February 21.

Please advise me when I can pick up the requested documents.

Thank you.  
Deniz Bolbol  
650.654.9955

*Deniz Bolbol* <[deniz\\_b@yahoo.com](mailto:deniz_b@yahoo.com)> wrote:

Mr. Mollinedo,

I am disappointed that my February 21, 2008 public record request has taken over two weeks to address.

I await your response so I can pick up **as soon as possible** the documents at the Zoo.

Thank you.

Deniz Bolbol

*Denise Calhoun* <[DeniseC@sfzoo.org](mailto:DeniseC@sfzoo.org)> wrote:

Hello Deniz,

I was out of the office all last week healing from injuries and returned to the office to find the Savannah design at my desk - the last piece I was waiting for prior to the weekend... I expected the package to be forwarded to the attorney during my absence; unfortunately, other issues within the department prevented that from happening. The courier is on its way to pick up your package for the attorney's review and stamping and should be turned around no later than tomorrow - I suspect it will be ready for you to pick up here at the Zoo by mid-day tomorrow.

Thanks for your patience - the pgk page count is 78. Talk to you tomorrow.

Denise Calhoun  
San Francisco Zoo  
1 Zoo Road  
San Francisco, CA 94132-1098  
415.753.7160  
415.753.7139 (fax)  
[denisec@sfzoo.org](mailto:denisec@sfzoo.org)

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Deniz Bolbol  
<deniz\_b@yahoo.com>  
03/13/2008 02:23 PM

To SOTF <sotf@sfgov.org>  
cc  
bcc  
Subject Re: Fwd: RE: Document Request

Hi Chris,

I will be at the hearing on March 25. Thank you again for your assistance.  
Best,  
Deniz

*SOTF* <sotf@sfgov.org> wrote:  
Hello Deniz,

If you want to address the response issue, leave your complaint as it is  
and come to the hearing and explain what happened.

You can also withdraw the complaint if you are satisfied with their  
explanation.

Chris Rustom  
Sunshine Ordinance Task Force  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689  
SOTF@SFGov.org  
OFC: (415) 554-7724  
FAX: (415) 554-7854

Complete a SOTF Customer Satisfaction Survey by clicking the link below.  
[http://www.sfgov.org/site/sunshine\\_form.asp?id=34307](http://www.sfgov.org/site/sunshine_form.asp?id=34307)

Deniz Bolbol  
m> To  
sotf@sfgov.org  
03/12/2008 08:12 cc  
PM  
Subject  
Fwd: RE: Document Request

Hello Chris,

I am happy to report that I picked up the documents today at approximately 2p.

I would still like to address the Zoo's delay to my response - but I am uncertain how the SOTF handles a situation such as this.

Please let me know.

Thank you.

Deniz Bolbol

Deniz Bolbol wrote:

Date: Wed, 12 Mar 2008 12:40:17 -0700 (PDT)

From: Deniz Bolbol

Subject: RE: Document Request

To: Denise Calhoun

CC: sotf@sfgov.org, Michael Orosco ,

Bob Jenkins ,

"Manuel A. Mollinedo" , deniz\_b@yahoo.com

Denise,

You received my February 21 document request on February 21. See the email below. I sent the original request to you, Mr. Orosco, and Mr. Mollinedo.

It is inconceivable how Mr. Mollinedo, as director of the San Francisco Zoological Society, is placing the entire public-record-request responsibility on one temporary employee. If your portrayal of the situation is accurate, Mr. Mollinedo needs to take immediate action to reevaluate this process as the results are in violation of immediate Disclosure requirements.

I will come to the HR trailer by 2p today.

Thank you for your assistance. I understand that you are only doing what you are told to do. However, there is a much larger problem with three-week delay in providing public documents and this needs to be addressed.

Deniz Bolbol

P155

Rose Dennis /RPD/SFGOV  
03/13/2008 08:47 AM

To SOTF/SOTF/SFGOV@SFGOV  
cc deniz\_b@yahoo.com, manuelm@sfzoo.org,  
SOTF/SOTF/SFGOV@SFGOV  
bcc  
Subject Re: Sunshine Complaint Received: #08015\_Deniz Bolbol vs  
SF Zoological Society 

The San Francisco Recreation and Park Department is in receipt of this correspondence. We will defer to the Zoological Society for direct follow up on this inquiry.

Thank you, Recreation and Park Department  
SOTF

SOTF  
Sent by: SOTF

To: deniz\_b@yahoo.com, manuelm@sfzoo.org  
cc: Rose Dennis/RPD/SFGOV@SFGOV  
Subject: Sunshine Complaint Received: #08015\_Deniz Bolbol vs SF Zoological  
Society

03/10/2008 02:49 PM

This e-mail is to confirm that the attached complaint and support documents have been received. The Department is required to submit a response to the charges to the Task Force within five business days of receipt of this notice. Please refer to complaint number #08015 when submitting any new information and/or supporting documents pertaining to this complaint.



08015 Complaint.pdf

If the Department contests jurisdiction or if the parties request a prehearing conference a hearing will be scheduled with the Complaint Committee of the Sunshine Ordinance Task Force who will determine whether the Task Force has jurisdiction over this matter, to focus the complaint and/or to otherwise assist the parties to the complaint.

Date: Tuesday, April 8, 2008  
Location: City Hall, Room 406  
Time: 4:00 P.M.

If the Department does not contest jurisdiction or if the parties don't request a prehearing conference a hearing will be scheduled with the full Sunshine Ordinance Task Force who will hear the merits of the complaint and issue a determination.

Date: Tuesday, March 25, 2008  
Location: City Hall, Room 408  
Time: 4:00 P.M.

Complainants: Your attendance is required at this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Any support documents to be considered by committee members, prior to the meeting, must be submitted by 4:00 P.M. Tuesday, April 1, 2008, if jurisdiction is contested or Tuesday, March 18, 2008, if jurisdiction is not contested.

Also, attached is the Sunshine Ordinance Task Force's complaint process.



Complaint Process.pdf

Chris Rustom, Assist. Administrator  
Sunshine Ordinance Task Force  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689  
OFC: (415) 554-7724  
FAX: (415) 554-7854  
SOTF@sfgov.org

## Leger, Cheryl (BOS)

---

**From:** Justin Barker <justinmbarker@gmail.com>  
**Sent:** Monday, May 13, 2019 10:33 AM  
**To:** SOTF, (BOS)  
**Subject:** Re: SOTF Barker v. San Francisco Zoo contacts

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Also. For your reference. Here is a link to the report I am requesting from the SF for the Sacramento Zoo -- Who values transparency and puts the report on their website -- <https://www.saczoo.org/wp-content/uploads/2018/10/AZA-Accreditation-Report.pdf>

Best

Justin

On Mon, May 13, 2019 at 10:27 AM Justin Barker <justinmbarker@gmail.com> wrote:  
Cheryl

Thanks for your email. Here are both Vitrus and Tanya's emails:

Vitrus C.W. Leung -- [VitusL@sfzoo.org](mailto:VitusL@sfzoo.org)  
Tanya Peterson -- [tanyap@sfzoo.org](mailto:tanyap@sfzoo.org)

I have attached the letter I have sent to Vitus and his response.

I appreciate your assistances in this matter.

Let me know if you have any questions or need anything further from me.

Justin

On Mon, May 13, 2019 at 10:17 AM SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> wrote:

Dear Justin:

Thank you for your email. Can you please provide the contact information for Vitrus C.W. Leung and Tanya Peterson? I need this information to contact them about your complaint. Also, I need your initial request to the Zoo and any responses/documents you have received thus far in order to process your complaint. Thank you.

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724

Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

*Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*



# Final Report Of The Visiting Committee To The Accreditation Commission

SACRAMENTO ZOO  
*Sacramento, California*

## UNDER REVIEW FOR ACCREDITATION

Date(s) Visited: November 7 – 9, 2017  
Final Review & Hearing on: March 24, 2018

ACCREDITATION COMMISSION PRIMARY REVIEWER

\_\_\_\_\_

VISITING COMMITTEE INSPECTORS

*signatures on file*

TEAM CHAIR

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**This Visiting Committee recommends that the next team allow at least 3 day(s) to inspect this institution and that the team consist of 3 number of inspectors.**

NOTE: This is an official document of the Association of Zoos & Aquariums and becomes an intrinsic part of the institution's accreditation processing. The accreditation program is conducted in confidence; only the Accreditation Commission, related AZA staff, Director/CEO of the applicant institution, and Chair of the institution's governing authority shall be provided copies by AZA.

## VISITING COMMITTEE REPORT 2017 EDITION

### 1. STRUCTURED QUESTIONNAIRE SECTION:

**A/Q/U NOTATIONS:** All questions are answered with "Yes", "No", or "N/A". Except for questions answered "N/A", all questions will also indicate either "A", "Q", or "U" (Acceptable, Questionable, or Unacceptable), in the far right-hand column. If "Q" or "U", a brief explanation of why this is so should be included in the "Comments" area at the end of that section, and again *in greater detail* in the Narrative section of this report.

**A** - Acceptable (Normal within the profession and requires no immediate action.)

**Q** - Questionable (Should be improved or corrected as soon as possible, but is not a critical matter.)

**U** - Unacceptable (Must be corrected immediately, does not meet professional standards, may be unsafe or detrimental to the institution, its staff, its collection, or its visitors.)

### KEY TO NOTATIONS APPEARING WITH QUESTIONS:

**< A >:** When the notation "< A >" appears following a question it indicates that the question could be answered by reviewing the materials submitted by the facility.

**< A + >:** When the notation "< A + >" appears following a question it indicates that the question could be answered by reviewing the materials submitted by the facility in conjunction with additional investigation during the actual inspection.

**No Notation:** Questions without an < A > or < A + > could *only* be answered by questioning appropriate personnel, obtaining additional documentation, and/or by observations made during the actual inspection.

**Appearing On Institution Questionnaire Only:** The Visiting Committee Report Form is numbered to sequentially correspond with the institution's questionnaire/application. Often consecutive questions appearing in the questionnaire/application relate to the same basic issue. When this happens redundant or similar questions are deliberately left out of the Visiting Committee Report Form. The "Appearing On Institution Questionnaire Only" notation is provided to avoid the impression that questions in a sequence are erroneously missing from this report form.

**2. VISITING COMMITTEE'S LIST OF CONCERNS & POINTS OF ACHIEVEMENT:** The list of concerns and points of particular achievement noted by the team during the inspection are included at the end of this document. *This list was presented to the institution's Director during the exit interview.*

**3. NARRATIVE SECTION:** The narrative section of this report follows the List of Concerns. It contains details of items appearing in this report and on the List of Concerns.

**PREAMBLE TO THE ACCREDITATION STANDARDS**

Zoos and aquariums accredited by the Association of Zoos & Aquariums (AZA) are continuously evolving. A primary goal of AZA institutions is to achieve the highest standard of welfare for the animals in our care. Standards are constantly being raised, ensuring that animals in AZA institutions are receiving the best possible care from highly qualified staff, in modern facilities that represent best practice in our profession. 21st century AZA-accredited institutions and certified related facilities are expected to be leaders in the field and to embrace the highest quality facilities, programs, and staff available. Animals must be well cared for and housed in appropriate settings that provide an educational experience for visitors, and meet the animals' physical, psychological, and social needs. Animals must be managed as appropriate for long-term genetic viability of the species, which means careful planning of resource allocation, ex-situ breeding, and ex-situ/in-situ conservation and research.

The phrase "modern zoological practices and philosophies" refers to practices and philosophies that are commonly accepted as the norm by the profession. The word "practices" represents the tangible while "philosophies" refers to an overall perspective. AZA-accredited institutions and certified related facilities must be incorporating modern zoological practices and philosophies as basic tenets.

All AZA-accredited institutions and certified related facilities must follow all local, state, and federal laws and/or regulations. Some AZA standards may be more stringent than existing laws and/or regulations and, in these cases, the AZA standards must be met.

Primarily, AZA standards are performance standards (i.e., measuring the level of achievement considered acceptable to fulfill a performance characteristic, and choice in method for meeting the goal). This differs from engineering standards, where exact and precisely measured steps are required to fulfill an engineering characteristic, with little or no variation in method for meeting the goal.

**GENERAL INFORMATION (GI)**

YES NO N/A A/Q/U

GI-1 to GI-4. *Appearing on Institution Questionnaire only.*

GI-5. Does the historical record of the institution reflect an accurate record of continued progressive growth? < A >     A

GI-6. Does the institution appear to be fulfilling its mission statement? < A + >     A

GI-7. Is the institution approved by USDA for importing ruminants (PPEQ)? < A >     A

GI-8 to GI-9. *Appearing on Institution Questionnaire only.*

GI-10. Are operations adequately altered for seasonal (cold weather) changes?     A

COMMENTS: \_\_\_\_\_

**ANIMAL CARE, WELFARE, & MANAGEMENT (AC)**

YES NO N/A A/Q/U

AC-1. Is the institution in compliance with all relevant local, state, and federal wildlife laws and regulations (e.g., USDA, AWA, etc.)? [1.1.1] < A + >     A

AC-2. Does the institution follow appropriate taxon-specific AZA Animal Care Manuals (ACMs) when renovating old exhibits and/or designing and developing new exhibits? [1.2.1, 1.2.2] < A + >     A

AC-3. Does the institution's Institutional Collection Plan (ICP) conform to the institution's mission and vision? [1.3.1] < A >     A

AC-4. Is the institution's ICP re-evaluated and updated at minimum every five years? [1.3.1] < A >     A

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>A/Q/U</u>
AC-5. Does the institution's ICP incorporate the suggested elements outlined in AZA's accreditation standards? [1.3.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-6. Are animals presented in a manner that reflects modern zoological practices in exhibit design throughout the institution? [1.5.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Q</u>
a. Are all animals housed in enclosures and groupings which meet their physical, psychological, and social needs? [1.5.2] < A + >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>U</u>
b. Is the ratio of males to females for the individual animals being maintained? [1.5.2.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
c. Are all animals kept in appropriate groupings which meet their social and welfare needs? [1.5.2.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
d. Are all animals provided the opportunity to choose among a variety of conditions within their environment? [1.5.2.2]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>U</u>
e. Are the animals well cared for? [1.5.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
f. Is good animal welfare a priority at the institution? [1.5.1, 1.5.2, 1.5.2.1, 1.5.7, 1.5.8]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-7. Do the species within the institution fulfill the institution's stated objectives? [1.5.0]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-8. Are all endangered, CITES I, SSP@, and studbook species maintained by the facility registered with Species360 (formerly ISIS)? [1.4.8] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-9. Is the animal cataloging system adequate? [1.4.1, 1.4.2, 1.4.3, 1.4.7, 1.4.8] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-10. Does the animal marking system meet the needs of the institution? [1.4.3] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-11. Are animal records duplicated? [1.4.4] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-12. Are the animal records protected from fire, flooding, and other natural hazards? [1.4.4, 1.4.5] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-13. Are duplicate records stored in an appropriate separate location? [1.4.4] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-14. Is a paid staff member designated as being responsible for the institution's animal record-keeping system? [1.4.6] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
a. Does at least one member of the institution's paid staff responsible for animal record-keeping have the proper training (AZA's Institutional Records-Keeping course is one option)? [1.4.9] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-15. Are records kept current with up-to-date information? [1.4.7]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-16. Is the institution's Policy on Responsible Population Management (RPM) in accordance with relevant legislation, AZA's RPM Policy, and AZA's conservation policies? [1.3.2] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-17. Does the management of the animals appear to conform with the stated Policy on Responsible Population Management? [1.3.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-18. Is there an adequate system for the preservation of important data on acquisition, transfer, euthanasia and reintroduction? [1.3.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
AC-19. Does the institution surplus animals to non-AZA facilities? [AZA's RPM Policy] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>

	YES	NO	N/A	A/Q/U
a. If yes, does the institution have an appropriate method for assessing the willingness and ability of the non-AZA facility to provide adequate care?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-20. If the institution maintains elephants, are its facilities and procedures in compliance with AZA's Standards for Elephant Management and Care (see pages 27-60 of the 2017 "Accreditation Standards and Related Policies" booklet)? [1.5.6] < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
AC-21. Do the institution's written elephant management protocols meet the requirements as outlined in AZA's Standards For Elephant Management and Care? [1.5.6] < A >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
AC-22. Does the facility have an elephant restraining device? [AZA's Standards for Elephant Management and Care] < A >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
a. If "no", are the facility's alternative methods acceptable in terms of meeting AZA standards of veterinary care and examination, method of restraint, and the ability to safely manage dominance and aggression, or the introduction of a new animal? < A >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
AC-23. Does the institution have protocols for training new paid or unpaid staff in the elephant management program? [AZA's Standards for Elephant Management and Care] < A >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
AC-24. Do elephant behavior profiles appear to be acceptable? [AZA's Standards for Elephant Management and Care] < A >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
AC-25. Does the institution have a designated, qualified elephant manager? [AZA's Standards for Elephant Management and Care] < A >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
AC-26. Has the institution adequately addressed the concerns/deficiencies noted on the USDA Inspection of Animal Facilities, Sites or Premises (VS form 18-8) report forms (or the equivalent for those not inspected by USDA)? Please provide details in the comment section on this form and, if necessary, in your narrative report. < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-27. Does the institution offer demonstrations of animal behavioral training to the public? [1.5.3, 1.5.4, 1.5.5, 1.6.4] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If "yes", are the demonstrations performed in accordance with appropriate animal training protocols that provide for the overall health and psychological well-being of the animals participating? < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-28. Are "touch pools" and "petting environments" adequately managed and supervised for the protection of the animals involved? [1.5.4, 1.5.5, 1.5.13, 11.3.3] < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
AC-29. Are hand-washing stations and appropriate signage available and visible in all areas where the public may come into contact with animals? [11.1.2, AZA's Policy on Animal Contact with the General Public]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-30. Are paid staff and/or volunteers who handle animals during demonstrations/programs properly trained to handle the animals before this activity occurs? [1.5.12] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-31. Does the institution use animals for education purposes on site (animals that are used outside their normal exhibit or holding areas or are intended to have regular, physical contact with the public within their normal exhibits, e.g., contact area with domestic animals, browse feeding programs with giraffes, lorikeet feeding, etc.)? [1.5.3, 1.5.4, 1.5.5] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If "yes", please respond to the following: < A + >				

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>A/Q/U</u>
1. Does the institution's written policy on the use of live animals in programs incorporate the elements in AZA's "Recommendations For Developing an Institutional Ambassador Animal Policy" [pages 68-78, 2017 Standards]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Q
2. Are the species utilized appropriate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
3. Are both the animals and public provided adequate protection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
4. Does the institution make certain that handlers are properly trained, and that the way in which the animals are handled causes them no undue stress?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Q
5. Are isolation/quarantine facilities adequate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
6. Are the animals used kept separate from the rest of the institution's animals?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
7. Are the animals used being rotated sufficiently?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-32. Has every effort been made to provide ambassador animals with housing conditions similar to exhibit animals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	U
a. Are ambassador animals provided with sufficient social, physical, behavioral and nutritional opportunities to meet their needs? < A + >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	U
AC-33. Does the institution utilize ambassador animals in off-premises situations (i.e., shopping malls, sporting/events, school programs, theatrical productions, etc.)? [1.5.5] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If "yes", please respond to the following: < A + >				
1. Are the species utilized appropriate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
2. Are both the animals and public provided adequate protection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
3. Does the institution make certain that handlers are properly trained, and that the way in which the animals are handled causes them no undue stress?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
4. Is sufficient transportation and care provided when animals are off the premises?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
5. Are isolation/quarantine facilities adequate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
6. Are the animals used kept separate from the rest of the institution's animals, especially following an appearance off institution grounds?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
7. Are life support systems, designed for aquatic animals shown off-site, adequate?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
8. Are the animals used being rotated sufficiently?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-34. Does the institution use animals for photo opportunities with the public? [1.5.3, 1.5.4, 1.5.5] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If "yes", please respond to the following: < A + >				
1. Are the species utilized appropriate?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
2. Are both the animals and public provided adequate protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
3. Does the institution make certain that handlers are properly trained, and that the way in which the animals are handled causes them no undue stress?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A

	YES	NO	N/A	A/Q/U
4. Are isolation/quarantine facilities adequate?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
5. Are the animals used kept separate from the rest of the institution's animals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
6. Are the animals used being rotated sufficiently?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
7. Are animals being taken off site for photo opportunities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
AC-35. Does the water quality methods and controls program appear to be adequate for the aquatic exhibits? [1.5.9]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-36. Are all exhibit and holding area air and water inflows and outflows securely protected to prevent animal injury or egress? [1.5.15]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-37. Is appropriate UV spectrum provided for animals housed either long-term or permanently in indoor facilities? [1.5.14]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-38. Are the animals protected from weather and adverse environmental conditions? [1.5.7]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-39. Does it appear that the animals' sociobiological needs are being met? [1.5.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-40. Are the animal enclosures clean and well maintained? [10.1.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-41. Does the institution's pest control program appear adequate? [2.8.1, 10.1.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-42. Are enclosure substrates, design features, and "furniture" sufficient, and adequate to meet the needs of the animals, including those in multi-species exhibits? [1.5.1, 1.5.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-43. Do all animals have access to adequate shelter sufficient to protect them from heat, cold, and all forms of precipitation? [1.5.7]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-44. Is sufficient shade (in addition to shelter structures) provided for animals in outdoor enclosures? [1.5.16]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-45. Are all holding areas sufficient in size and structure to comfortably contain the animals for extended periods due to inclement weather? [1.5.7]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-46. Does the institution allow the public to feed the animals?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-47. Are the animals adequately identified for the public? [4.3.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-48. Are endangered species appropriately identified as such? [4.3.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-49. Does the institution experience significant seasonal changes (hot, cold, etc.)? < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, are operations adequately altered for those changes where appropriate? < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-50. Does the institution have a written animal enrichment program that incorporates the elements outlined in AZA's Accreditation Standards? [1.6.1] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Q
a. If yes, has a specific paid staff member or committee been assigned program oversight? [1.6.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
b. Does the staff member or committee with program oversight have authority to manage and further develop the enrichment program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

	YES	NO	N/A	A/Q/U
c. Does the staff member or committee with program oversight have adequate interactions with curators, managers, veterinary staff, nutrition staff and researchers to ensure a comprehensive, institution-wide implementation of the enrichment program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-51. Are there sufficient resources and paid or unpaid staff available to implement the animal enrichment program? [1.6.2, 1.6.3] < A+ >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. Is there adequate involvement by all applicable departments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Q
b. Is enrichment being provided on a regular basis?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
c. Is the provided enrichment developed to meet the behavioral needs of the animals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Q
d. Is the provided enrichment documented and regularly assessed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	U
e. Are refinements made based on documented results and assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	U
AC-52. Does the institution have a written animal training program that incorporates the elements noted in AZA's Accreditation Standards, and enhances the overall health and psychological well-being of the animals? [1.6.4] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-53. Does the institution have an adequate water quality monitoring program that outlines parameters tested, allowable tolerances, frequency of testing, methods of testing, and data interpretation protocol for each major aquatic system? [1.5.9] < A + >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
AC-54. Does management carefully scrutinize the origins of collected aquatic animals to minimize environmental damage caused by unacceptable collection techniques (e.g., cyanide collection, etc.)? [1.7.1, 1.7.2] < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
AC-55. Does the institution have current and complete copies of all applicable local, state, federal and/or international permits to collect the animals purchased (including aquatic animals) from all commercial animal collectors utilized? [1.7.2] < A + >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
AC-56. In the last five years have any animals shipped to or from the institution died or been seriously injured in transport? [1.5.11] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, did the institution take appropriate action after the event, and were changes made in procedures as a result? < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
AC-57. Does the institution use temporary, seasonal, or traveling live animal exhibits, pony rides, etc.? [1.5.10] < A >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, are those exhibits or rides, etc., maintained at the same level of care as the institution's permanent resident animals? < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
b. If yes, is the institution's process adequate for assuring that the vendor has the expertise, resources, and facilities to properly care for the animals both onsite and at the location where the animals permanently reside? < A >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
AC-58. Does the institution have a process for reporting animal welfare concerns by paid and unpaid staff, without retribution, that meets the requirements outlined in the standard? [1.5.8] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, do paid and unpaid staff appear to have adequate knowledge of the process to report a welfare concern? < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
b. If yes, does the institution look into each observation submitted and provide thorough feedback to the reporting individual in a timely manner? < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

	YES	NO	N/A	A/Q/U
AC-59. NON AZA-ACCREDITED ONLY: Does the institution permit hunting of captive wildlife? < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
AC-60. NON AZA-ACCREDITED ONLY: Does the institution utilize auctions, the pet industry, or hunting ranches for the disposal of captive wildlife? < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A

COMMENTS: AC-6: Rhinoceros, knobbed hornbills, and great Indian hornbills are displayed in Behlen cages that do not allow the birds to receive direct sunlight; mongoose lemur exhibits are chain-link structure, wrapped in small-gauge welded wire that appears jail-like. Neither group of exhibits represents a naturalistic habitat. AC-6.a & AC-6.d: Chinese stripe-necked turtles have no access to land substrate, nor do several off-exhibit turtles in the reptile house, whose enclosures are generally lacking in complexity and choice (1.5.2, 1.5.2.2). AC-19: Procedures and protections are in place, but sending animals outside AZA is not routine practice. AC-31.a.1 & AC-31.a.4: The live animals in programs policy and procedure documents contain contradictions and inconsistencies, and refer to the AZA Code of Professional Ethics rather than the Recommendations for Developing an Institutional Animal Ambassador Policy. These documents were corrected and updated during the visit (1.5.4). AC-32 & AC-32.a: Several animals in the Interpretive Center have enclosures that are small for the amount of time spent in them, and do not offer choice or complexity. They include fulvous whistling ducks, eastern box turtles, desert tortoise, and blue-tongued skink. Although some of these animals are taken outdoors to a weathering yard, staff could not point to a schedule or systematic approach to enriching their environments, apart from their use in public interaction (1.5.2, 1.5.4). AC-50: Across all animal sections, the Visiting Committee did not observe consistent evidence of enrichment planning, documentation/records-keeping, or evaluation and reassessment (1.6.1). AC-51.c: Several examples of enrichment observed during the visit (including paper chains for snow leopards and plastic balls for reptiles) appear to be object-based rather than based upon desired behavioral outcomes. This was confirmed verbally. AC-51.d & AC-51.e: Enrichment documentation varied from area to area, but beyond an item approval process it does not seem that assessment of effectiveness is routine or consistent. The Visiting Committee observed that because of many duties, administering the enrichment program might require more time than is available.

**VETERINARY CARE (VC)**

	YES	NO	N/A	A/Q/U
VC-1. Does the institution follow the <i>Guidelines for Zoo and Aquarium Veterinary Medical Programs and Veterinary Hospitals</i> , and the policies supported by the American Association of Zoo Veterinarians (AAZV)? [2.0.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
VC-2. Is the institution's preventative medicine program adequate and implemented; i.e., TB tests and appropriate vaccinations annually, etc.? [2.0.2] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
VC-3. Has the institution developed plans for periodic disease outbreaks in wild, domestic, or exotic animal populations that outline steps to be taken to protect their animals in the event of such a situation? [2.0.3] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
VC-4. Is there a full-time veterinarian? [2.1.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If not, indicate the frequency of regularly scheduled visits made by the part-time or consulting veterinarian: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
b. In addition to regularly scheduled visits, is veterinary coverage available to the animals 24/7? [2.1.2]	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
VC-5. In the event of an emergency, when the veterinarian is not on the premises, is the response time adequate? [2.1.1, 2.1.2] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
VC-6. Does the institution utilize Carfentanyl, M99, M50-50, or other controlled animal drugs? [2.2.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, are there appropriate protocols established for the use of such animal drugs (i.e., procedures established in the event the veterinarian is not present to administer the drugs)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>A/Q/U</u>
b. Are the animal drugs stored in a Class 5 safe or other DEA-approved container?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-7. <i>Appearing on Institution Questionnaire only.</i>				
VC-8. Is there a program for regular disposal (or removal and separate storage) of outdated animal drugs? [2.2.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-9. Are the medical records maintained by the institution adequate and up-to-date? [1.4.7]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-10. Are protocols for the use of capture equipment being followed? [2.3.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
a. Are paid staff properly trained in the use of capture equipment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-11. If chemical capture equipment is used, are established protocols being followed, and equipment stored properly? [2.3.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
a. Are there a sufficient number of paid staff members trained in the use of chemical capture equipment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-12. Does the veterinary care provided the animals appear sufficient?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-13. Do the animals appear to be in good health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-14. Does the institution normally perform necropsies? [2.5.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-15. Does the institution have an area dedicated to necropsies? [2.5.2]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
a. If no, has the alternative (lab bench, cart, etc.) been assessed for health risk posed to other animals, staff, and guests?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>A</u>
VC-16. Are deceased animals disposed of properly? [2.5.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-17. Are deceased animals stored away from food? [2.6.4]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-18. Are necropsy results reviewed periodically and subjected to analysis to determine health trends and long-term problems with the animals at the institution? [2.5.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-19. Does the institution comply with the federal Animal Medicinal Drug Use Clarification Act of 1994 (AMDUCA) and associated regulations regarding the use of drugs in public zoos and aquariums? [2.2.2] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-20. Are veterinary facilities adequate to meet the needs of the animals at the institution, including quarantine, isolation, surgery, and holding facilities? [2.7.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-21. Are the quarantine, hospital, isolation, and holding facilities in compliance with the standards and guidelines of AZA and AAZV? [2.7.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-22. Are written quarantine procedures available and familiar to all paid and unpaid staff working with quarantined animals? [2.7.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-23. Do veterinarians have access to radiographic equipment? [2.3.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-24. Is the institution's animal food nutrition, acquisition, and preparation program adequate? [2.6.1, 2.6.2] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-25. Are the animal diets of adequate quality and quantity and suitable for the type of species within the institution? [2.6.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
VC-26. Are the animal diets prepared and stored hygienically? [2.6.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>A/Q/U</u>
VC-27. Overall, are food items provided in a way that promotes the physical and psychological well-being of the animals? [2.6.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. Is the timing and location of food provisioning biologically appropriate and stimulating?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
VC-28. Are animal food preparation areas physically separated from other functions (animal treatment, isolation, holding, deceased animal storage, employee lounges, etc.)? [2.6.4]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
VC-29. Does the institution use browse as part of the diet or enrichment of the animals? [2.6.3] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, is a qualified individual assigned to oversee the selection of appropriate browse?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
VC-30. Are the institution's protocols adequate for identifying and reviewing safe browse items? [2.6.3] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
VC-31. Are the institution's protocols adequate for ensuring that the animals are not exposed to toxic plants in and around their exhibits? [2.6.3] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
VC-32. Does the institution have a written euthanasia policy? [2.9.1] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, does it follow current AVMA or AAZV guidelines? < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
b. If yes, are all paid and unpaid animal care staff members familiar with the policy? < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

COMMENTS: VC-3: All protocols and procedures are thorough. The avian influenza response plan is especially detailed and well done. VC-15: All necropsies are conducted at the UC-Davis School of Veterinary Medicine. VC-20: The veterinary hospital was in excellent condition and appeared clean and well-organized.

<b>CONSERVATION (C)</b>				
	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>A/Q/U</u>
C-1. Is conservation a key element in the mission of the institution? [3.1.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
C-2. Does the institution have a written conservation action plan or strategy? [3.2.1] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, is the plan or strategy adequate and in line with AZA standards given the size of the institution's budget and staff? < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
b. If yes, is the institution involved in energy and natural resource conservation, and other green practices in an appropriate manner? < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
C-3. Are the conservation efforts of the institution evaluated in an appropriate and timely manner? [3.2.2] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
C-4. Is the institution actively participating in AZA animal programs? [3.3.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
C-5. Is the institution's level of participation in AZA animal programs in line with similar-sized institutions? [3.2.1, 3.3.1, 3.3.2, 3.3.4] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. Does the institution participate in or support an appropriate number of conservation programs?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
C-6. Is the institution participating in every SSP® that pertains to an animal belonging to the institution? [3.3.1] < A >	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

	YES	NO	N/A	A/Q/U
a. If "no", please list those in which it should, but is not participating: _____				
C-7. Is the institution cooperative in providing pertinent information in a timely fashion to AZA program leaders such as Studbook Keepers, SSP Coordinators and Chairs, etc.? [3.3.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
C-8. Is the institution cooperative in following agreed upon recommendations (e.g., Breeding and Transfer Plans; acquisitions, transfers, and transitions, etc.)? [3.3.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
C-9. Do the institution, governing authority, and paid or unpaid staff members actively participate in local, regional, state/province, academic, national, and international wildlife conservation programs? [3.3.4] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
C-10. Does the institution initiate or participate in appropriate conservation initiatives (e.g., Educational programs/materials that increase public awareness on the importance of preserving ecosystems, training programs that provide field experiences, habitat restoration, local community participation, etc.)? [3.2.1, 3.3.4] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
C-11. Is conservation the foundation of the institution's overall message to the general public? [3.1.1, 3.2.1, 3.3.4]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
C-12. Are the institution's contributions to elephant research and conservation in line with similar sized institutions? [AZA's Standards for Elephant Management and Care] < A >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A

COMMENTS: C-2.a: The strategy of focused contributions to start-up conservation efforts has accelerated the growth of this mission component for the institution and it is exceptional. C-2.b: The commitment to resource sustainability and green practices, and rapid expansion championed by [REDACTED] is exemplary.

## EDUCATION AND INTERPRETATION (EI)

	YES	NO	N/A	A/Q/U
EI-1. Is education a key element in the mission of the institution? [4.1.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
EI-2. Does the institution have a written education plan for the education program? [4.2.1] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, does this plan address the goals and objectives of the department? < A+ >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
EI-3. Is the education department under the direction of a paid professional trained in education programming? [4.2.2] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
EI-4. <i>Appearing on Institution Questionnaire only.</i>				
EI-5. Are the institution's educational programs clearly tied to AZA conservation messages? [4.2.1, 4.3.1, 4.3.3] < A+ >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
a. If "yes", do the institution's education programs address local and global conservation issues, and the role of zoos/aquariums in conservation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
b. Do the institution's conservation and education messages relate to its overall mission?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
c. Do the institution's conservation and education messages address AZA's cooperative management programs (e.g., SSPs and TAGs)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
EI-6. <i>Appearing on Institution Questionnaire only.</i>				
EI-7. Do the institution's educational programs meet the needs of its visitors? [4.3.2] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

	YES	NO	N/A	A/Q/U
a. If yes, has the institution adequately assessed the needs of under-represented groups and visitors with special needs? < A+ >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
EI-8. Does the institution have educationally focused collaborative partnerships with local/national groups, (universities/colleges, nature centers, conservation organizations, museums, governmental agencies, etc.) and are the arrangements/agreements appropriate? [4.2.3] < A+ >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
EI-9. Are the education programs evaluated regularly and effectively (including assessment of impact as well as satisfaction)? [4.3.1] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
EI-10. Are the animals identified and interpreted for the public? [4.3.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, are exhibit labels and other graphics legible and in good condition?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
b. If interactive exhibits are used, are they in working order?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
c. If volunteers or staff are utilized in interpretive programs, do they appear to be well-trained in both content and interpretive abilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
d. Are the institution's messages clearly conveyed by the interpretation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
e. Does the institution address conservation issues in their interpretation (e.g., programs, graphics, etc.) such as, among other choices, referencing <i>in situ</i> conservation efforts for select species, utilizing AZA SSP and/or other logos, etc., as appropriate to the institution's conservation messages?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
EI-11. Is the volunteer program adequate for the needs of the institution's education programs? [7.10]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
EI-12. Do paid and unpaid staff members have an adequate library available at the institution? [4.2.4] < A+ >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
EI-13. Do paid and unpaid staff members have access to Internet resources at the institution? [4.2.4] < A+ >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

COMMENTS: EI-10: The Sacramento Zoo offers on/off exhibit choice to numerous species during open hours and identifies this commitment to welfare in the visitor map.

**SCIENTIFIC ADVANCEMENT (SA)**

	YES	NO	N/A	A/Q/U
SA-1. Does the institution have a commitment to scientific study proportionate to the size and scope of its facilities? [5.0] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SA-2. Does a qualified individual or committee have appropriate oversight of the institution's scientific studies and related projects? [5.1] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SA-3. <i>Appearing on Institution Questionnaire only.</i>				
SA-4. Is the institution's written policy on the evaluation and approval of proposals for scientific study adequate and in line with AZA standards, given the size of the institution's budget and the number of paid and unpaid staff? [5.2] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SA-5. Does the institution have an adequate process of monitoring approved and in-progress scientific studies? [5.2] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SA-6. Is the institution's participation in scientific studies in line with similar-sized institutions? [5.0, 5.3] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>A/Q/U</u>
SA-7. Are research philosophies and activities consistent with the overall goals and objectives of the institution? [5.0]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SA-8. Does the institution publish or otherwise share the results of studies within the profession and/or scientific community? [5.3] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

SA-9/SA-10. *Appearing on Institution Questionnaire only.*

COMMENTS: SA-1: The zoo's commitment to scientific study is above and beyond what is done at similar sized organizations.  
SA-8: The number of scientific publications is commendable.

**GOVERNING AUTHORITY (GA)**

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>A/Q/U</u>
GA-1. Is the institution operated or directly maintained by a parent institution, society, business, organization, or agency? < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GA-2 to GA-5. <i>Appearing on Institution Questionnaire only.</i>				
GA-6. Are the lines of communication between the director and governing authority clearly defined? [6.5] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GA-7. Is the governing authority supportive of the institution's goals and objectives? [6.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GA-8. Does the governing authority support the institution's abiding by the AZA Code of Ethics and Bylaws? [6.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GA-9. Does the governing authority leave the day-to-day management of the institution to the CEO/Director? [6.3, 6.4] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GA-10. Does the governing authority make any decisions regarding the animals? [6.4]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
GA-11. Does the governing authority recognize the CEO/Director as the sole official liaison between itself and the paid and unpaid staff? [6.5]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GA-12. Does the governing authority recognize the right of the CEO/Director to originate all paid and unpaid staff appointments, promotions, and terminations? [6.3, 6.4]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GA-13. Does the governing authority recognize that the CEO/Director's responsibilities are to the entire governing authority, not to its individual members?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GA-14. Does the CEO/Director have the opportunity to attend meetings of the governing authority that would affect operations of the institution? [6.6]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GA-15. Do the terms of service for those on the governing authority overlap to provide continuity? < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

COMMENTS: \_\_\_\_\_

**STAFF (S)**

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>A/Q/U</u>
S-1. Is there a sufficient number of paid and unpaid staff to properly care for the animals and to conduct the institution's programs? [7.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-2. Do the salaries of the paid staff appear to be within acceptable limits? [7.4] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

	YES	NO	N/A	A/Q/U
S-3. Are current job descriptions on file? < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. Have job descriptions been distributed to paid staff?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-4. Do paid and unpaid staff members have a clear understanding of their jobs?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-5. Do the CEO/Director and paid staff members have training and/or experience which makes them capable of decisions consonant with the experience of their peers? [7.3] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-6. Does the organization of paid staff authority lines appear to cause any problems? [7.6] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-7. Are paid and unpaid staff members provided an opportunity to discuss work-related problems and possible solutions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-8. Is there a good working relationship between management and paid and unpaid staff? [7.6]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-9. Is there a good working relationship between the zoo/aquarium paid and unpaid staff and the governing authority? [6.5]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-10. Is the CEO/Director available to the institution on a full-time basis? [7.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-11. Are paid full-time staff members provided an opportunity and encouraged to seek continuing education? [7.5] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-12. Is the training provided for the paid full-time staff adequate? [7.5]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. Are paid full-time staff members offered training to qualify them for management positions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-13. Is the volunteer program adequate for the needs of the institution? [7.10]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-14. Are volunteers adequately trained and evaluated for the services they perform? [7.10] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-15. <i>Appearing on Institution Questionnaire only.</i>				
S-16. Do the CEO/Director and paid and unpaid staff members have access to and knowledge of the literature in the zoological or aquarium field? [4.2.4, 7.8]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-17. Is the level of paid and unpaid staff involvement in AZA committees and activities and other professional organizations in line with that of similar-sized institutions? [7.7] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-18. Is the institution encouraging an appropriate number of paid staff to assume leadership roles in AZA animal programs (i.e., SSP coordinators, TAG Chairs, etc.)? [7.12]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-19. If the institution has paid staff in leadership roles in AZA animal programs (i.e., SSP coordinators, TAG chairpersons, etc.), is adequate support being provided to the staff members involved to assure that the program and related communication is managed efficiently and in a timely manner? [7.12]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-20. Do paid and unpaid staff members appear to have adequate knowledge of the AZA accreditation standards and the accreditation process? [7.8] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-21. Does leadership review AZA standards and related policies at least annually to stay current and ensure compliance? [7.8.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
S-22. Does the institution have a staff diversity statement and/or program? [7.9]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

S-23. *Appearing on Institution Questionnaire only.*

COMMENTS: S-4: The Interim Director and leadership team are to be commended for their dedication and commitment to excellence during a somewhat tumultuous transitions between directors. S-20: All Sacramento Zoo staff were engaged and active participants in the accreditation process. The zoo also generously opened its accreditation inspection to a colleague from the California Department of Fish and Wildlife to strengthen connections and bolster the zoo profession in the state.

**SUPPORT ORGANIZATION (SO)** (If not applicable, please mark N/A and move to next section.)  N/A

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>A/Q/U</u>
SO-1 to SO-4. <i>Appearing on Institution Questionnaire only.</i>				
SO-5. Are the bylaws of the support organization adequate? < A >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>A</u>
SO-6. Do the stated purposes of the support organization meet the needs of the institution? [8.2] < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>A</u>
SO-7. Are the purposes being furthered?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>A</u>
SO-8. Does the support organization share the institution's goals and objectives? [8.2] < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>A</u>
SO-9. Does the formal agreement between the institution and the support organization clearly delineate the current roles and responsibilities of the support organization? [8.3]	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>A</u>
SO-10. Is the formal agreement between the institution and the support organization adhered to in practice? [8.3]	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>A</u>
SO-11. Does the support organization exercise unwarranted influence on the institution, its officers, or paid and unpaid staff? [8.1]	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>A</u>
SO-12. <i>Appearing on Institution Questionnaire only.</i>				
SO-13. Does the support organization raise funds for the institution? < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>A</u>
SO-14. Does the support organization participate in the decision-making process on how the funds are utilized?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>A</u>
SO-15. Are activities sponsored by the support organization appropriate and meeting the goals of both it and the institution? < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>A</u>

COMMENTS: \_\_\_\_\_

**FINANCE (F)**

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>A/Q/U</u>
F-1/F-2. <i>Appearing on Institution Questionnaire only.</i>				
F-3. Does the institution meet all state and federal laws regarding financial reporting and auditing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
F-4. Does the institution have continuing financial support? [9.1] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
F-5. Is the total financial support adequate to meet the needs of the institution? [9.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
F-6. Is financial support the recognized responsibility of the governing authority? < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>

	YES	NO	N/A	A/Q/U
F-7. Is the institution's written contingency plan adequate should significant decreases in operating income occur? [9.5] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
F-8. If the institution is owned by an individual, is the written contingency plan (or financial succession plan) adequate should the owner(s) become incapacitated or deceased? [9.6] < A >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
F-9. Does the insurance protection appear to be adequate for visitors, governing authority, paid and unpaid staff, society, animals, and physical facilities? [9.3] < A+ >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
F-10. Is there a separate budget for capital improvements and major repairs/replacements? [9.4] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
F-11. Are sufficient amounts allocated for capital improvements and major repairs/replacements? [9.4, 10.1.2] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
F-12. Are sufficient amounts allocated for conferences, continuing education, training/seminars, etc.? [7.5] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
F-13. Are sufficient amounts allocated for maintenance and supplies? [9.4, 10.1.2, 10.1.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

COMMENTS: \_\_\_\_\_

**PHYSICAL FACILITIES (PF)**

	YES	NO	N/A	A/Q/U
<i>PF-1/PF-2. Appearing on Institution Questionnaire only.</i>				
PF-3. Are all animal enclosures of sufficient size and complexity to provide for the animals' physical, social, and psychological well-being throughout the year? [10.3.3]				
a. Exhibits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
b. Holding areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Q
c. Hospital	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
d. Quarantine/isolation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-4. Do aquatic exhibits provide sufficient space or sufficient volume of water for the physical, social, and psychological well-being of the inhabitants? [10.3.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-5. Is the institution in good repair overall? [10.1.0]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-6. Is there an adequate program of both building and mechanical maintenance? [10.1.0, 10.1.2, 10.1.3, 10.2.0, 10.2.1] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-7. Does the institution have a written maintenance plan that includes a schedule of improvements, cost, timetable, and funding plan? [10.1.3] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-8. Does the institution identify and address major repairs in a timely manner? [10.1.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-9. If off-premises facilities are operated, did the team visit the site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
a. Are the conditions at the off-site facility acceptable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
b. Does the institution appear to be meeting the same criteria at the off-site facility as at the institution?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A

	YES	NO	N/A	A/Q/U
PF-10. Are the institution's hours of operation convenient so that the institution is readily accessible for visitors?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-11. Is heating adequate? [1.5.1, 10.2.1, 10.3.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-12. Is lighting adequate? [1.5.1, 1.5.14, 10.3.1, 10.3.3, 10.4.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-13. Is plumbing adequate? [1.5.1, 10.2.1, 10.3.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-14. Is the method for disposal of sewage adequate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-15. Is electrical service and the number of electrical outlets adequate? [10.1.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-16. Are there adequate provisions for the proper storage and disposal of garbage and animal waste?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-17. Are the buildings in good repair? [10.1.0, 10.1.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-18. Are plantings well-maintained and used to the best advantage in animal exhibits and throughout the facilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-19. Is the institution equipped with emergency life support systems for the animals? [10.2.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, are there enough alarms or indicators in the event of environmental and life-support system failures? < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
PF-20. Are the aquatic water circulation and life support systems adequate? [10.2.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-21. Are good housekeeping practices regularly employed throughout the institution? [10.1.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
PF-22. Are alarms for fire, security, and other safety alerts in place and functional? [10.2.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. Are they sufficient to provide a reasonable level of safety for the animals on a 24-hour basis? [10.2.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

COMMENTS: PF-3.b: Aardvarks, gibbons, and mongoose lemurs have off-exhibit holding that would not meet modern zoological practice if the animals did not also have 24-hour access to exhibit areas. The space and complexity of off-exhibit holding for big cats and great apes would be questionable if the animals were required to live there exclusively in the long term (10.3.3). PF-5: Preventive and proactive maintenance have become top priorities for the zoo. The enthusiasm and quality of work observed during the visit were remarkable. PF-21: All animal areas were spotlessly clean and well-organized.

**SAFETY/SECURITY (SS)**

	YES	NO	N/A	A/Q/U
SS-1. Does the institution appear to be in compliance with local, state, and federal laws regarding employee and volunteer training for safety in the workplace? [11.1.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-2. Is first-aid readily available to paid and unpaid staff and the public? [11.2.3] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-3. Is the paid and unpaid staff adequately trained in first-aid? [11.2.3] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-4. Is the paid and unpaid staff adequately trained in CPR? [11.2.3] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-5 to SS-7. <i>Appearing on Institution Questionnaire only.</i>				
SS-8. Are fire extinguishers and alarms readily available [10.2.2, 11.2.2]? < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

	YES	NO	N/A	A/Q/U
SS-9. Is the paid and unpaid staff sufficiently trained in the use of fire extinguishers? [11.2.2] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-10. Are adequate procedures and training regarding common zoonoses in place for paid and unpaid staff who handle animals? [11.1.2] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-11. Is the occupational health and safety program adequate? [11.1.2.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-12. Is the institution's tuberculin (TB) testing/surveillance program for appropriate paid and unpaid staff adequate? [11.1.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-13. Are paid and unpaid staff adequately trained in the handling and storage of HazMat and bio-toxic materials? [11.1.4] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-14. Is the method for disposal of toxic/hazardous materials adequate? [11.1.4]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-15. Do paid and unpaid staff members have access to and knowledge of Safety Data Sheets? [11.1.5] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-16. Does the institution have an active, in-house safety committee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
SS-17. Is the Risk Management or Safety Audit Plan adequate? [11.4.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-18. Does paid or unpaid staff have direct contact or enter enclosures with potentially dangerous animals? [11.4.1, 11.5.3] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, does the institution's risk management plan include a risk assessment of the species and individual animals with which contact may, or must not, occur? [11.4.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-19. If yes to SS-18, does this take place in public view?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-20. Are the alarm systems and/or emergency procedures and protocols adequate in the event of an attack or injury by a venomous animal? [11.4.1, 11.5.1, 11.5.2, 11.5.3] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. Are the alarm systems and/or emergency procedures and protocols adequate in the event of an attack or injury by a potentially dangerous animal? [11.4.1, 11.5.2, 11.5.3] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-21. Have there been any major injuries by a venomous or dangerous animal in the last five* years? [*NOTE: in the last ten years for institutions that are not currently accredited.] [11.5.3] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, did the institution take appropriate action after the event, and were changes made in procedures as a result?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
SS-22. Does the institution conduct adequate alarm system drills annually for venomous and/or dangerous animal bite/attack/escape? [11.5.2] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-23. If the institution maintains venomous animals, is appropriate antivenin readily available? [11.5.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-24. Are all animal exhibits and holding areas sufficiently secured to prevent unintentional animal egress? [11.3.1] < A + >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	U
SS-25. Is the institution's written procedure and recapture plan adequate? [11.2.4, 11.2.5] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-26. Have there been any major animal escapes at the institution in the last five years? [11.2.4, 11.2.5] < A + >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A

	YES	NO	N/A	A/Q/U
SS-27. If yes to SS-26, did the institution handle the incident(s) in an appropriate manner both during and after the event (i.e., changes made in procedure/policy)? [11.2.4, 11.2.5] < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
SS-28. Is the written procedure adequate in the event of an emergency, including natural disasters? [11.2.4, 11.2.5] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-29. Are paid and unpaid staff members trained for emergency situations? [11.2.4, 11.2.5] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Q
SS-30. Is a paid staff member or committee responsible for ensuring that all drills are conducted, recorded, and evaluated in accordance with AZA standards? [11.2.0] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-31. <i>Appearing on Institution Questionnaire only.</i>				
SS-32. Are the four basic types of live-action emergency drills (fire; weather, or other environmental emergency appropriate to the region; injury to paid or unpaid staff or a visitor; animal escape) being conducted, recorded, and evaluated annually? [11.2.5] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-33. Is the communication system quickly accessed in the event of an emergency? [10.2.2, 11.2.6]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-34. If paid or unpaid staff are working within the vicinity of ozone generation or hypochlorite (chlorine) systems, are they properly trained to handle emergency conditions involving release of these chemicals? < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
SS-35. Do OSHA-mandated confined space entry and lock out/lock in procedures appear to be followed? < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
SS-36. <i>Appearing on institution Questionnaire only.</i>				
SS-37. Is ground fault interrupt electrical service supplied to all wet environments and aquatic exhibits? [11.3.4] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-38. Is the dive safety program adequate for this institution? [11.7.1, 11.7.2, 11.7.3, 11.7.4, 11.7.5]	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
SS-39. <i>Appearing on institution Questionnaire only.</i>				
SS-40. Does the institution comply with the appropriate OSHA dive safety standard(s) for its underwater diving programs? [11.7.1]	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
SS-41. Does the institution have an appropriately qualified and empowered dive safety officer? [11.7.2]	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
SS-42. Does the institution's dive manual contain adequate provisions for dive safety, and is the manual adequate for the underwater diving program(s) of the institution? [11.7.3] < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
SS-43. Does the institution conduct, record, and evaluate at least one live-action emergency dive safety drill annually? [11.7.4] < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
SS-44. Is the institution's dive emergency plan adequate? [11.7.5] < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
SS-45. Does the institution provide emergency procedure training for divers for all of the institution's tanks in which they dive? [11.7.5] < A + >	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
SS-46 to SS-49. <i>Appearing on institution Questionnaire only.</i>				

	YES	NO	N/A	A/Q/U
SS-50. Is service from fire and police departments, as well as ambulance services readily available? [11.2.7]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-51. Are all animal exhibits, gates, doors, chutes, shift boxes, holding areas, etc. secured in such a way so as to prevent escape? [11.3.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-52. Are the locks and associated hardware of sufficient strength for each species? [11.3.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-53. Are procedures and facilities adequate to allow for safe exhibit servicing by paid and unpaid staff? [11.3.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-54. Are service areas sufficiently protected from visitor access? [11.3.6]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-55. Are sufficient barriers in place to deter public entry into exhibits or holding areas, and to prevent contact with animals when such contact is not intended? [11.3.6]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-56. Are there adequate facilities for crating and transporting animals? [1.5.11]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-57. Are all exits clearly marked? [11.3.5]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-58. Do all building exits open outward? [11.3.5]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-59. Are all building exits equipped with panic hardware? [11.3.5]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-60. Are the animals protected from natural and human hazard, including cover and escape areas? [1.5.7, 11.3.6]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-61. Is the public protected from the animals? [11.3.1, 11.3.6]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-62. Is the security program providing sufficient protection? [11.6.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-63. Is protection for the animals and grounds provided 24 hours a day? [11.6.1] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-64. If yes to SS-63, is the protection for the animals adequate during those hours when the institution is closed? [11.6.1] < A >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-65. Do the institution's security personnel utilize firearms? [11.6.3] < A >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
SS-66. Are firearms kept in a secured area? [11.6.3] < A + >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
a/b. <i>Appearing on Institution Questionnaire only.</i>				
c. Are authorized personnel adequately trained in the use of firearms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-67. Does the institution use guard dogs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, are the dogs utilized in a manner that is safe for the institution's animals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
SS-68. Is the institution enclosed by a perimeter fence at least 8' in height, or a viable, impenetrable barrier? [11.8.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, is it free of gaps along the base-line and at gates to deter entry by feral animals?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SS-69. Is the perimeter fence independent of all animal enclosures? [11.8.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

COMMENTS: SS-24: Animal enclosure locks at the Interpretive Center are intentionally left open when staff is present. Exterior doors are routinely left open at the same time. In response to Visiting Committee comments, the Interpretive Center Daily Routine procedure has been updated to eliminate this practice and now states, "all locks are to be secured unless you are

actively working in the exhibit." SS-29: Two visitor services employees and one from animal care were not completely certain of their roles in an animal escape situation when questioned by the Visiting Committee.

**GUEST SERVICES (GS)**

	YES	NO	N/A	A/Q/U
GS-1. Is parking adequate on most days (exceptionally high volume days excluded)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Q
GS-2. Does the institution have amusement rides/playground areas near or on the institution grounds?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
a. If yes, are they located a sufficient distance from animal exhibits?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-3. Does the institution have animal rides? [1.5.10, 1.5.12, 1.5.13, 1.5.16] < A + >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
If yes:				
a. Is the institution's animal ride policy adequate?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
b. Are the animals rotated or replaced regularly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
c. Are adequate safety precautions in place to protect visitors, paid and unpaid staff, and the animals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A
GS-4. Is the number and location of refreshment stands and food service facilities adequate? [12.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-5. Is the selection and quality of food items adequate? [12.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-6. Is the number and location of drinking fountains adequate? [12.6]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-7. Are drinking fountains clean and operating properly? [12.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-8. Are gift facilities adequate and reflective of the institution's mission? [12.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-9. Is the number and location of restrooms adequate? [12.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-10. Are the restrooms maintained in a sanitary condition? [12.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-11. Are the restrooms wheelchair accessible? [12.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-12. Is the gate handout map (whether paper and/or electronic) adequate to guide guests through the institution? [12.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-13. Are directional signs and maps adequate in number, location, and clarity to guide guests through the institution? [12.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-14. Is guest transportation on institution grounds available and adequate? [12.3]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
GS-15. Is the number and location of benches and rest areas adequate? [12.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-16. Are there adequate, well-maintained strollers and wheelchairs available to guests? [12.1, 12.3]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-17. Are paid and unpaid staff welcoming and friendly towards guests? [12.4]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-18. Are the grounds neat and clean? [12.4]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-19. Are the sidewalks and roadways in good repair? [10.4.2]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

	YES	NO	N/A	A/Q/U
GS-20. Are all the exhibits aesthetically pleasing and reflective of modern zoological philosophies and design? [1.5.1, 1.5.2, 10.1.0, 10.3.3, 12.4]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Q
GS-21. Is the overall general impression given by the institution and its animal exhibits positive? [12.4]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
GS-22. Are the animal exhibits arranged to demonstrate an education theme?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
GS-23. Are the exhibits presented in a professional, modern, and aesthetically pleasing manner? [12.4]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

COMMENTS: GS-1: The zoo is located in a popular city park but does not have dedicated parking. GS-20: A 90 year-old facility, the zoo has some exhibits whose design no longer represent modern zoological practice (Behlen cages for large hornbills) or whose construction materials and subsequent modifications work against their appearance as naturalistic habitats (mongoose lemur and gibbon exhibits). On the other hand, the new Lake Path, ground hornbill, and red panda exhibits present attractive, educational, complex, and effective habitats for the animals living there. Also see comments for Question AC-6. GS-22: Although no unifying themes are specifically identified on maps or graphics, some areas are taxonomically organized and others are biogeographic.

STRATEGIC PLANNING (SP)	YES	NO	N/A	A/Q/U
SP-1. <i>Appearing on Institution Questionnaire only.</i>				
SP-2. Are the brochures, reports, newsletters, and other publications produced by the facility appropriate and adequate? < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SP-3. Is the facility reasonably following the goals included in the master plan? [13.2] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A
SP-4. If the facility has a strategic plan, are the goals being evaluated and met? [13.1] < A + >	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A

COMMENTS: SP-3: A long-range master plan is approximately 90% complete at this time. Fund-raising is underway for its first phase and appears to be on schedule for ground-breaking in 2018. SP-4: The zoo has a 2017 strategic plan and many of the goals have been achieved.

MISCELLANEOUS (M)	YES	NO	N/A	A/Q/U
M-1/M-2/M-3. <i>Appearing on Institution Questionnaire only</i>				
M-4. Has any member of the institution's paid or unpaid staff ever been found guilty of violating wildlife regulations enacted by any of the various states of any agency of the U.S. Government or those of a foreign country? < A + >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
M-5. Is any member of the institution's paid or unpaid staff currently under investigation for alleged violation of any wildlife regulations enacted by any of the various states or any agency of the U.S. Government or those of any foreign country? < A + >	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A
M-6. <i>Appearing on Institution Questionnaire only.</i>				

COMMENTS: \_\_\_\_\_

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**SEE NEXT PAGE FOR VISITING COMMITTEE'S LIST OF CONCERNS  
AND POINTS OF PARTICULAR ACHIEVEMENT**

## List of Concerns/Achievements

### PART I:

#### Items of Concern Noted by Visiting Committee

**INSTITUTION DIRECTOR:** •IMPORTANT• Below is the list of items that were noted by the inspection team during the inspection. This list was provided to you by the inspectors at the conclusion of their visit.

#### CONCERNS REMAINING FROM PREVIOUS INSPECTION

No concerns remain from the previous inspection.

#### MAJOR CONCERNS FROM CURRENT INSPECTION

No major concerns were identified during this visit.

#### LESSER CONCERNS FROM CURRENT INSPECTION

Animal enclosure locks at the Interpretive Center are intentionally left open when staff is present. Exterior doors are routinely left open at the same time. In response to Visiting Committee comments, the Interpretive Center Daily Routine procedure has been updated to eliminate this practice and now states, "All locks are to be secured unless you are actively working in the exhibit." (1.3.1)

The habitats of some animals, both on and off display, are lacking in choice and complexity: Chinese striped-necked turtles have no access to land substrate, nor do several off-exhibit turtles in the reptile house, whose enclosures are generally lacking in complexity and choice. Improvements were underway in the reptile house before the visiting team departed. (1.5.2, 1.5.2.2)

Several animals in the Interpretive Center have enclosures which are small for the amount of time spent in them, and do not offer choice or complexity. They include fulvous whistling ducks, eastern box turtles, desert tortoise and blue-tongued skink. Although some of these animals are taken outdoors to a weathering yard, staff could not point to a schedule or systematic approach to enriching their environments, apart from their use in public interaction. (1.5.2, 1.5.4)

Across all animal sections, the Visiting Committee did not observe consistent evidence of enrichment planning, documentation/records-keeping, or evaluation and reassessment. Documentation in the application materials and several examples of enrichment observed during the visit (including paper chains for snow leopards and plastic balls for reptiles) appear to be food and object-based, rather than based upon cognition and desired behavioral outcomes. This was acknowledged verbally by [REDACTED]. (1.6.1, 1.6.3)

### PART II:

#### Points of Particular Achievement Noted by Visiting Committee

**INSTITUTION DIRECTOR:** During the inspection the Visiting Committee was particularly impressed with the items listed below.

The Interim Director and leadership team are to be commended for their dedication and commitment to excellence during a somewhat tumultuous transition between directors.

All Sacramento Zoo staff were engaged and active participants in the accreditation process.

The commitment to resource sustainability and green practices, as well as rapid expansion championed by Jaime Wilson, is exemplary.

The strategy of focused contributions to start-up conservation efforts has accelerated the growth of this mission component

for the institution and it is exceptional.

Preventive and proactive maintenance have become top priorities for the zoo. The enthusiasm and quality of work observed during the visit were remarkable.

All animal areas were spotlessly clean and well-organized.

The Sacramento Zoo offers on/off exhibit choice to numerous species during open hours and identifies this commitment to welfare in the visitor map.

The zoo generously opened its accreditation inspection to a colleague from the California Department of Fish and Wildlife to strengthen connections and bolster the zoo profession in the state.



### GENERAL INFORMATION

Sacramento, the State Capital of California, is a city of approximately 500,000 with a statistical metropolitan population of 2.4 million. Its top three industries are retail, construction and public administration.

Sacramento Zoo is situated within the 167-acre William Land Regional Park and located just south of the city's central district. The zoo covers just under 15 acres and has been in operation on the same site since 1927. It has engaged in AZA activities and programs since the 1970s, having hosted a regional conference, received the Edward H. Bean Award for significant achievement in breeding Fiji iguanas, and as an early participant in Species Survival Plan (SSP) programs. Its senior managers have led cooperative animal management programs and one of its former directors served as AZA Board Chair.

The institution was very well prepared for the inspection, and the amount of progress made over the past five years since the previous inspection is impressive. The zoo is attractive and clean with a relatively large number of species and animals for the size of its campus, and the Visiting Committee saw no signs of deferred maintenance anywhere. Being an institution that is fast approaching its centennial, the exhibits and facilities represent much of its history, but the zoo is old and a number of exhibits are in need of updating. The impression from the public perspective is overall positive, and most animal habitats demonstrate attention to the welfare of their residents and to safe management. However, viewed through the lens of modern zoological facilities, philosophies, and practices, much of the zoo needs renovating.

Staff and volunteers are welcoming and helpful, and the zoo is well known in the community as an asset and a family-friendly destination.

### ANIMAL WELFARE, CARE, & MANAGEMENT

The collection is unique, diverse and impressive for a zoo of its size. For the most part, the Sacramento Zoo exhibits their animals in ways that meet their welfare needs and are also aesthetically pleasing for the visitors. Most animal environments are of sufficient size and nature to provide for the physiological and physical wellbeing of each animal. In other cases, where an exhibit may lack in one area, it is compensated for in other areas to be sufficient for the species. One example of this is the lion enclosure - it is not a very large area but the added climbing structure and other exhibit furniture, paired with the social needs of the cats being met, makes the lions appear content, active, and healthy. It is admirable that the staff has taken these steps to improve the space for the animals. However, in the interest of animal welfare and AZA standards and expectations, moving forward the zoo needs to replace these exhibits with more modern and spacious habitats.

Allowing animals "on and off" exhibit choices shows the Sacramento Zoo's commitment to animal welfare. This practice is commendable, and continuing to increase it across species is encouraged and reflects best practice. The Sacramento Zoo also offers on/off exhibit choice to numerous species during open hours, and identifies this commitment to welfare in the visitor map.

The passion and care by the keeper staff was very evident in their interactions with the animals as well as the upkeep and cleanliness of the various animal exhibits and off exhibit holding. All animal areas were spotlessly clean and well-organized.

██████████ was very knowledgeable and passionate. ██████████ does an exceptional job with husbandry. When the Visiting Committee pointed out an off-exhibit holding space for turtles in the reptile area that lacked complexity, ██████████ quickly worked on the tanks and added many items for the turtles' benefit and welfare. However, there were other examples of habitats, both on and off display, that were lacking in choice and complexity: Chinese striped-necked turtles have no access to land substrate; nor do several off-exhibit turtles in the reptile house whose enclosures are generally lacking in complexity and choice. Once pointed out by the inspection team, however, improvements were underway before the visiting team departed.

Rhinoceros, Knobbed, and Great Indian hornbills are displayed outdoors in Behlen cages that don't allow the birds to receive direct sunlight. Vegetation around the cages is arranged in such a way that sunlight never directly shines into the exhibit. As a result, the birds are in perpetual shade. For good animal welfare it is recommended that staff find a way to offer the animals more choice in their environment (i.e. sunlight or shade). Additionally, the mongoose lemur exhibits are chain-link structures wrapped in small-gauge welded wire that appears jail-like. Neither group of exhibits represents a naturalistic habitat and this needs to be addressed promptly in the interest of animal welfare and AZA standards.

The animals in the interpretive center were well cared for but there were a few concerns noted by the Visiting Committee related to enclosures that do not meet all of the animals' needs. Specifically, several animals in the Interpretive Center have enclosures which are too small for the amount of time spent in them and do not offer choice or complexity. They include fulvous whistling ducks, eastern box turtles, desert tortoise and blue-tongued skink. Although some of these animals are taken outdoors to a weathering yard, staff could not point to a schedule or systematic approach to enriching their environments, apart from their use in public interaction. To meet AZA standards and in the interest of animal welfare, these enclosures must be improved.

It was obvious that enrichment was being conducted throughout the zoo but the program had some inconsistencies and a lack of emphasis on cognitive enrichment. Across all animal sections, the Visiting Committee did not observe consistent evidence of enrichment planning, documentation/records-keeping or evaluation and reassessment. Documentation in the application materials and several examples of enrichment observed during the inspection, including paper chains for snow leopards and plastic balls for reptiles, appear to be food and object-based rather than also including items that are based upon cognition and desired behavioral outcomes. This was acknowledged verbally by the ██████████ and does not meet AZA standards. Enrichment documentation varied from area to area, but beyond an item approval process it does not seem that assessment of effectiveness is routine or consistent. The Visiting Committee observed that, among the ██████████ many duties, administering the enrichment program may require more time than is available.

The collection plan is well done and thorough. Animal records keeping appears thorough and up to date. Sacramento Zoo has non-member procedures and protections in place for animal transactions, but sending animals outside AZA is not routine practice.

#### VETERINARY CARE

The animals at the Sacramento Zoo appear well cared for and healthy. In collaboration with the University of California, Davis (UC Davis), the two full-time veterinarians are able to provide high quality care utilizing the university's state-of-the art imaging modalities and veterinary specialists. They also provide zoological training to veterinary residents and veterinary students. The long-standing relationship with the veterinary school has been positive and remains an asset for the zoo.

The veterinary hospital is well maintained and in excellent condition. It is clean and well-organized and is on display for the general public through viewing windows, with educational videos running when there are no animal procedures to observe.

Protocols and procedures are thorough. The avian influenza response plan is especially detailed with five response levels depending on the location and severity of the outbreak. Flow charts for accidental narcotic exposure are easy to follow and helpful in an emergency. A good number of staff members are trained in the use of chemical capture equipment.

Strict biosecurity measures are in place for all staff members that enter the quarantine area. Foot baths as well as personal protective equipment (coveralls, boots and gloves) are routinely used.

All necropsies are conducted at the UC Davis School of Veterinary Medicine. There is a walk-in cooler for necropsy holding outside of the hospital.

The commissary was neatly organized. Diets are formulated with input from SSP coordinators and zoo nutritionists. The Sacramento Zoo purchases high quality food products, with a goal of utilizing food grades fit for human consumption. Produce and meat products were labeled clearly and dry food storage areas were tidy.

#### CONSERVATION

The Sacramento Zoo is clearly a conservation organization. Giving is outstanding for a zoo its size. They continue to have the coins for conservation program which engages visitors to give to conservation programs of their choice. This project has raised significant funds.

The strategy of focused contributions to start-up conservation efforts has accelerated the growth of this mission component for the institution, and it is exceptional.

The diversity of conservation support is impressive. The programs range from hornbill nest box building to chimpanzee conservation to tiger-human conflict to sea grass and climate change. These are just a very few of the programs that they support.

The Sacramento Zoo is also committed to long-term partnerships and collaborations which further the mission of the zoo and participating institutions.

The zoo staff participates at an appropriate level in AZA and SSP programs. Staff is involved and engaged in conservation decisions and activities.

The zoo is committed to sustainability practices throughout the organization. They have a very active Green Team and have proven practices including the most current upcycling and reusing of uniforms when they rebranded in 2017. The commitment to resource sustainability and green practices, as well as rapid expansion championed by [REDACTED] staff member [REDACTED] is exemplary.

#### EDUCATION AND INTERPRETATION

The Sacramento Zoo has excellent education programming. Their local partnerships are unique and impressive. These institutions use the Sacramento Zoo and its facilities as a resource for field assignments, usually involving animal behavior or other comparative observations. They have an ongoing relationship with California State University at Sacramento, a partnership with the local community college district, and [REDACTED] is part of a collaborative program with UC Davis (UCD). [REDACTED] status as a university employee gives [REDACTED] and the zoo, access to university facilities, students and faculty.

The Interpretive Center has staff interact with the public as they enter the zoo. They have education animals present to greet the visitors and get them excited as they enter. This seemed to be very well received by visitors, and the staff was doing an excellent job engaging the guests.

The "Discovery Room" was a nice area for classes, camps or small groups. It had a lot of artifacts as well as a meeting room for camps and classes.

Education programs at the zoo are routinely evaluated for progress and success. Through their program evaluation process, they determine program needs and can assess the effectiveness of the programs. They provide evaluations to their class participants to receive feedback. The zoo also encourages the use of comment cards by visitors and conducts exit surveys to help determine program needs.

The Sacramento Zoo's attention to the Americans with Disabilities Act (ADA) and inclusion is admirable.

#### SCIENTIFIC ADVANCEMENT

The Sacramento Zoo participates in numerous research projects and is committed to scientific study beyond what is done at similar sized zoos. They prioritize SSP endorsed projects and studies that involve zoological medicine. Their focus on scientific advancement is primarily done in partnership with the UC Davis veterinary school. Since 1974, they have trained three generations of zoological medicine residents. These residents have produced a significant number of scientific manuscripts and presentations. They have routinely published five to seven peer reviewed articles each year, which is highly commendable for any organization, and for a small zoo, is particularly noteworthy.

### GOVERNING AUTHORITY

The Sacramento Zoological Society, on land and facilities owned by the City of Sacramento, operates Sacramento Zoo. Maintaining AZA accreditation is a requirement of the contract between the City and Society.

The Zoological Society Board of Trustees is a working board that is actively exploring means to expand its fund-raising capacity on behalf of the zoo. The Board acknowledges and supports AZA's mission and standards and during the inspection was finalizing its hiring of a new zoo director. A positive and productive working relationship between the Board and Interim Zoo Director, and all staff, was evident during the site visit. Communication seems appropriately channeled through the zoo's director although, as is not unusual in an organization of this size, board members often have contact with other staff members.

The City's Director of Convention and Cultural Services is the zoo's liaison to its landlord and this relationship appears quite constructive as well. With experience in the non-profit sector, as well as a zoo connection earlier in her career, she has helped the zoo team navigate three recent transitions between directors and continues to assist the Board in its development.

### STAFF

The zoo seems appropriately staffed throughout all departments, with a volunteer corps of approximately equal size whose skills and talents are utilized throughout the organization. Volunteers undergo training and performance evaluation relevant to the functions they perform. Opportunities are available for keeper aide volunteers to gain entry-level employment positions in animal care once training and performance criteria are met.

Although being short-handed was reported by animal care staff, managers identified this as procedural and assured the visiting team that hiring is presently underway to fill at least four vacancies.

Communication between management and front-line employees appears generally open, and appropriate human resources policies and procedures seem to be established and in use. The previous zoo director moved the organization toward a horizontal management structure, with divisional directors holding greater responsibility. Although this is a considerable alteration of the long-standing relaxed and more vertical style, it seems to have already benefitted the organization in recent months. The interim director and leadership team are to be commended for their dedication and commitment to excellence during somewhat tumultuous transitions between directors.

All Sacramento Zoo staff members encountered by the Visiting Committee were engaged and active participants in the accreditation process. When asked about AZA membership and participation, a substantial number of non-supervisory employees reported that the zoo pays 50 percent of their AZA dues when they join. For an institution its size, the Sacramento Zoo is well engaged in AZA cooperative management programs, including two studbook keepers, leadership of three SSPs, a leadership role in one Taxon Advisory Group (TAG) and veterinary advisor roles on two SSPs.

### SUPPORT ORGANIZATION

Sacramento Zoo does not have an additional support organization outside its governing authority, the Sacramento Zoological Society.

### FINANCE

The zoo's financial picture appears solid. Its operational budget has grown steadily along with attendance and membership over the past five years. Audit reports indicate operating budget surpluses in 2015 and 2016.

In the case of a financial emergency, the zoological society has an untapped bank line of credit, an endowment fund whose principal could be accessed if necessary, and a good working relationship with the City.

Although no cost figures are attached to the list of capital projects completed during the past five years, its scope is wide. In addition to responding to concerns from the previous accreditation site visit, the list outlines regular attention to maintaining the zoo's facilities.

The list of future projects is dominated by the new long-range master plan which is nearly complete, and for which a funding campaign is underway. However, the rest of the list continues a steady execution of five-figure upgrade projects similar in scope to those undertaken during the previous period. Although it does not identify funding sources for each one, projects that do have such notes are slated to be paid from foundation grants, operating funds, board-designated funds and city contributions – as were the previous improvements. Although a number of the projects identified relate to modernizing outdated exhibits, the argument for not proceeding at a more rapid pace is the pending final approval, fund-raising and implementation of the long-range site plan that will substantially change the face and focus of the entire campus.

The Sacramento Zoological Society Board of Trustees is working to expand funding sources for the zoo through a combination of private philanthropy and public resources. The board chair reported that discussions are ongoing to determine the potential for placing one of several options (bonds, levy, sales tax, etc.) on a referendum.

On other levels, appropriate funding appears to be available to carry out basic operations, programs, and professional development.

### PHYSICAL FACILITIES

The Sacramento Zoo buildings are in good condition. Great attention has been paid to housekeeping practices throughout the zoo. There was general agreement that the addition of [REDACTED] has made a huge positive impact. Work orders are completed in a timely manner. Design and construction of small projects is now done in-house. While the Visiting Committee was on site, all minor repair concerns were fixed immediately.

Preventive and proactive maintenance have become top priorities for the zoo. The enthusiasm and quality of work observed during the inspection were remarkable. The shop and maintenance areas were organized and clean.

Some of the animal holding areas need to be improved. Aardvarks, gibbons, and mongoose lemurs have off-exhibit holding that does not meet modern zoological practices. This is mitigated to a degree by giving the animals' constant access to their exhibit areas. But this is only a temporary solution and the base issues need to be addressed. The same issues of space and complexity of off-exhibit holding for big cats and great apes also exists and needs to be addressed in order to meet AZA standards for animal welfare.

#### SAFETY/SECURITY

The Sacramento Zoo was in compliance and on track with conducting and documenting their drills; however, one staff member, when asked, was unsure of what his role was during a drill. Two visitor services employees and one from animal care were not completely certain of their roles in an animal escape situation when questioned by the Visiting Committee.

The Interpretive Center enclosure locks were systematically left open on a daily basis which was an area of concern by the inspection team. Exterior doors are routinely left open at the same time. This was discussed with [REDACTED] who explained that it was just part of their normal routine and that it had never been a safety issue with them. After quite a bit of discussion and conversation with staff about the potential risks, [REDACTED] agreed that the practice should be changed to securing the locks unless you are actively working in the exhibit. The Interpretive Center Daily Routine procedure has been updated to eliminate this practice and now states, "All locks are to be secured unless you are actively working in the exhibit".

Work areas throughout the zoo were all immaculate and clutter free.

Flammables were stored in a separate building that was neat and organized.

There is adequate 24-hour security for the animals and the facility.

Staff knew where first aid kits were stored when asked.

The firearms were viewed and the firearms protocol seemed well thought out. The zoo's shooters are trained once a year. The zoo has a good relationship with local law enforcement. [REDACTED] facilitates this program and relationship.

#### GUEST SERVICES

The updated main entrance to the Sacramento Zoo is colorful and welcoming. The paths and roadways were in good repair. The food service facilities were clean and offered a variety of items to zoo guests. The gift shop was large and well-stocked.

The zoo is located in a popular city park and does not have designated parking. On most days there are adequate places to park, but during special events it can be challenging.

Although no unifying themes are specifically identified on maps or graphics, some areas are taxonomically organized and others are biogeographic.

Many of the older exhibits at the zoo do not represent modern zoological practices. It is important to emphasize that staff has done an amazing job making the interior of these exhibits more complex and comfortable for the animals through a variety of innovative measures. These measures notwithstanding, all of these areas require major renovation or replacement if they are to keep up with modern facilities and AZA standards. These issues have been addressed in the animal care section. The newer exhibits, including the Lake Path, ground hornbill and red panda enclosures, are attractive and educational, with complex and effective habitats for the animals.

#### STRATEGIC PLANNING

The zoo has a 2017 strategic plan containing many goals that have already been achieved. However, the time scale of the plan is not clear. The primary planning emphasis is on a long-range master plan which is approximately 90 percent complete. The hope is for the zoo to become a leading, professional zoological institution and cultural asset. To achieve this, however, the Visiting Committee believes that many of the current facilities will need to be significantly renovated or replaced.

Fund-raising is underway for its first phase and appears to be on schedule for ground-breaking to begin construction of the \$7 million Biodiversity Center in 2018.

## Leger, Cheryl (BOS)

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**From:** Justin Barker <justinmbarker@gmail.com>  
**Sent:** Monday, May 13, 2019 10:28 AM  
**To:** SOTF, (BOS)  
**Subject:** Re: SOTF Barker v. San Francisco Zoo contacts  
**Attachments:** Sf Zoo Followup.pdf; Vitus Leung Response.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Cheryl

Thanks for your email. Here are both Vitrus and Tanya's emails:

Vitrus C.W. Leung -- [VitusL@sfzoo.org](mailto:VitusL@sfzoo.org)  
Tanya Peterson -- [tanyap@sfzoo.org](mailto:tanyap@sfzoo.org)

I have attached the letter I have sent to Vitus and his response.

I appreciate your assistances in this matter.

Let me know if you have any questions or need anything further from me.

Justin

On Mon, May 13, 2019 at 10:17 AM SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> wrote:

Dear Justin:

Thank you for your email. Can you please provide the contact information for Vitrus C.W. Leung and Tanya Peterson? I need this information to contact them about your complaint. Also, I need your initial request to the Zoo and any responses/documents you have received thus far in order to process your complaint. Thank you.

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724



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December 11, 2018

Vitrus C.W Leung  
San Francisco Zoo  
1 Zoo Road  
San Francisco CA 94132

**RE: Immediate Disclosure Request**

Dear Mr. Leung

It's my hope that a lack of knowledge of city law and processes vs. a blatant attempt to withhold information is the reason you have not furnished the most recent AZA accreditation report as per my request.

I am well informed about the AZA accreditation process and know that the SF Zoo has or can obtain the most recent report per my request.

You are obligated to provide these documents when they are requested under the Sunshine Ordinance. For precedent, the Sacramento Bee recently requested The Sacramento Zoo provided their AZA report and The Zoo provided it within several days after the request was filed.

As a reminder, Under the Sunshine Ordinance Sec. 67.21. Every person having custody of any public record or public information, as defined herein, (hereinafter referred to as a custodian of a public record) shall, at normal times and during normal and reasonable hours of operation, without unreasonable delay, and without requiring an appointment, permit the public record, or any segregable portion of a record, to be inspected and examined by any person and shall furnish one copy thereof upon payment of a reasonable copying charge, not to exceed the lesser of the actual cost or ten cents per page.

It is your duty as an employee of the San Francisco Zoo, to follow city law and provide information when requested.

I hereby request **Immediate Disclosure** of the following:

- The latest AZA Accreditation report in full.
- The complete list of animals that are, have been or might be administered Anti-Psychotic drugs and a list of specific drugs that are in use.
- Any and all information you have on zoo's 2018 budget and list of 2018 expenditures.
- Any information you have on 2019 Budget and the intended allocation.

As per city law, **you have 24 hours after receipt of this request** to furnish the requested documents. If these documents are not made available to me by mail or email by **9am December 18, 2018** I will be filing a petition with the San Francisco City Attorney's Office, airing grievances to both supervisor Norman Yee's and mayor London' Breeds offices and attending the Zoo Joint Commission meeting on December 20th to communicate my concerns about the zoo's administration not following city law.

I request a waiver of all fees for this request. Disclosure of the requested information to me is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the zoo and is not primarily in my commercial interest.

Thank you for your swift and amicable response to this matter.

Sincerely,

Justin Barker  
(916) 838-3330  
[justinmbarker@Gmail.com](mailto:justinmbarker@Gmail.com)  
1437 Golden Gate Ave  
San Francisco CA 94115

January 14, 2019



Via e-mail and first class mail

Justin Barker  
1437 Golden Gate Avenue  
San Francisco, CA 94115

Dear Mr. Barker:

I am responding to your most recent letter sent, dated December 11, 2018, before the holidays. As you state in your letter, you seek a "public record" under Sunshine Ordinance Section 67.21.

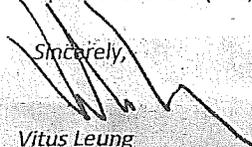
To avoid a war of words, it is my understanding that nearly all of your requests, however, do not pertain to records or information intended to be public. Indeed, the regulations governing the confidentiality of hospital records, particularly those of zoological patients for which you seek, mandate those documents *not* be made public.

Similarly, the Association of Zoos & Aquariums (AZA) has not intended to make to its accreditation process a matter of "public record." The process occurs over a period of time and is conducted in such a way that not even the senior management team of an institution is involved at every phase. Thus, to ask for a "report in full" is nearly incomprehensible given the complexity and length of the process.

Moreover, while we cannot comment on the accreditation of the Sacramento Zoo, AZA has confirmed that less than a handful of the approximate 233 accredited institutions that exist today have released content of an accreditation "in part", not alone "in full." Indeed, the San Francisco Zoological Society, a non-profit institution, never has had to fulfill such a request. (Nor are we aware that other animal care institutions managed by non-profit entities, such as the Steinhardt Aquarium, are required to disclose.)

Lastly, much of the financial information you request is provided already in the "Form 990" that is available on the website of San Francisco Zoo & Gardens. Similarly, the budget assumptions of a fiscal year are reviewed with the Recreation and Park Commission when final and intended to constitute a "public record." (See, for example, the enclosed "budget assumptions" presented by our CFO.)

Sincerely,

  
Vitus Leung  
Executive Vice President  
San Francisco Zoological Society & Gardens

Enclosure (FY 2018-19 Budget Assumptions of SFZS presented to SF Rec Park Commission)

# Respondents Document Submission

Business and Professions Code 4857.

(a) A veterinarian licensed under the provisions of this chapter shall not disclose any information concerning an animal receiving veterinary services, the client responsible for the animal receiving veterinary services, or the veterinary care provided to an animal, except under any one of the following circumstances:

(1) Upon written or witnessed oral authorization by knowing and informed consent of the client responsible for the animal receiving services or an authorized agent of the client.

(2) Upon authorization received by electronic transmission when originated by the client responsible for the animal receiving services or an authorized agent of the client.

(3) In response to a valid court order or subpoena.

(4) As may be required to ensure compliance with any federal, state, county, or city law or regulation, including, but not limited to, the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

(5) Nothing in this section is intended to prevent the sharing of veterinary medical information between veterinarians or facilities for the purpose of diagnosis or treatment of the animal who is the subject of the medical records.

(6) As otherwise provided in this section.

(b) This section shall not apply to the extent that the client responsible for an animal or an authorized agent of the client responsible for the animal has filed or caused to be filed a civil or criminal complaint that places the veterinarian's care and treatment of the animal or the nature and extent of the injuries to the animal at issue, or when the veterinarian is acting to comply with federal, state, county, or city laws or regulations.

(c) A veterinarian shall be subject to the criminal penalties set forth in Section 4831 or any other provision of this code for a violation of this section. In addition, any veterinarian who negligently releases confidential information shall be liable in a civil action for any damages caused by the release of that information.

(d) Nothing in this section is intended to prevent the sharing of veterinary medical information between veterinarians and peace officers, humane society officers, or animal control officers who are acting to protect the welfare of animals.

*(Amended by Stats. 2009, Ch. 308, Sec. 61. (SB 819) Effective January 1, 2010.)*

## Leger, Cheryl (BOS)

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**From:** Vitus Leung <VitusL@sfzoo.org>  
**Sent:** Wednesday, July 31, 2019 3:57 PM  
**To:** SOTF, (BOS)  
**Subject:** Requested Information - SF Zoological Society  
**Attachments:** Message from KM\_C308; Message from KM\_C308; SFZoo1993Lease.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Sunshine Task Force Members:

Per your request, we are pleased to attach a copy of the San Francisco Zoo Lease and Management Agreement made by and between the City and County of San Francisco and the San Francisco Zoological Society.

As you can see, this Agreement, dated July 1, 1993, predates the enactment of the Sunshine Ordinance and as such, said Ordinance is not included therein. In accordance with Article 30.12 of the Agreement, any changes or amendments to the document must be decided mutually.

In addition, we would like to submit documents that demonstrate the manner in which "status" of Zoo animals and other "administrative matters" have been interpreted by the Zoo and the CCSF Joint Zoo Committee. These two entities have used this interpretation as a matter of custom and practice since the Agreement was signed. See attached approved and publicly available Joint Zoo minutes. Finally, another example for your review is a recent correspondence between CEO & Executive Director Tanya Peterson to Joint Zoo Committee President Mark Buell that serves as a response to President Buell's request regarding additional information on a black rhino in San Diego.

We hope these additional documents beyond your request but provided in good faith bring clarity to the working commitments and information sharing between the City and the SF Zoological Society. Thank you.

Vitus C.W. Leung  
Executive Vice President of Human Resources

CITY AND COUNTY OF SAN FRANCISCO  
JOINT ZOO COMMITTEE  
April 18, 2019 9:00 am.  
City Hall, Room 421  
San Francisco, CA 94102

**COMMITTEE MEMBERS:** Recreation & Park Commissioners Mark Buell, Larry Mazzola, Jr., Eric McDonnell (alternates: Tom Harrison and Gloria Bonilla) and SF Zoological Society Board Members Maria Alvarez, Elena Asturias and Mary Sutton (alternates: Vince Grubbs and Tanya Peterson). Committee Advisors: Dr. Joseph Spinelli (DVM) and Ms. Jane Tobin.

**ORDER OF BUSINESS**

Public comment will be taken before the committee takes action on any item.

1. **Call to Order and Roll Call.**  
Recreation & Park Commissioners Mark Buell and Eric McDonnell; SF Zoological Society Board Members Elena Asturias and Mary Sutton; Committee Advisor Ms. Jane Tobin.
2. **Adoption of Minutes.** **ACTION: MSA**
3. **San Francisco Zoological Society (“SFZS”), Administrative Report.** (Discussion)  
**Tim Wu, VP of Philanthropy, SFZS**  
Mr. Wu provided an update on SFZS’ programs and events, including SF Zoo’s 90<sup>th</sup> anniversary promotion for April, which includes discounts for family groups. He reported on spring births and hatchings, including eleven female western pond turtles, who are part of a local conservation project. Mr. Wu reported on a recent early childhood programs class held for Edgewood Family Resource Center, supported by donations to the BCP scholarship fund. He noted that SF Zoo continues to be a leader on climate change, sending an SF Zoo staff member trained by the National Network for Ocean and Climate Change Interpretation (NNOCCI) to speak to a group of scientists, academics and press about how to discuss climate change. Mr. Wu then announced a new program aimed at SF Zoo’s youngest visitors called “Stroller Safari,” which engages new parents as they tour SF Zoo. Mr. Wu reported that for the fourth year in a row, in a partnership with UC Berkeley, the Bay Area Teen Science conference was held at SF Zoo, with over 150 participants. Lastly, he provided a recap on recent fundraising event, ZooFest 2019.
4. **Animal Transactions.** **ACTION: MSA**  
**Ingrid Russell-White, Curator of Animal Collections, SFZS**  
Ms. Russell-White discussed and recommended that the Recreation and Park Commission approve the following transactions:

**SAN FRANCISCO ZOOLOGICAL GARDENS**  
**ANIMAL TRANSACTION RATIFICATION – April 2019**

<b>DONATION TO:</b>	<b>ANIMAL SPECIES</b>	<b>PRICE</b>	<b>TOTAL DUE</b>
ZooTampa at Lowry Park 1101 W. Sligh Ave. Tampa, FL 33604 813/935-8552 x5229	1.0 Crested oropendola <u><i>Psarocolius decumanus</i></u>	NIL	N/A
Buffalo Zoo 300 Parkside Avenue	0.1 Crested oropendola <u><i>Psarocolius decumanus</i></u>	NIL	N/A

Joint Zoo Committee Meeting Minutes  
April 18, 2019

Buffalo, NY 14214  
716/995-6184

Milwaukee County Zoo  
10001 W. Bluemound Rd.  
Milwaukee, WI 53226  
414/256-5471

1.0 Lady Ross turaco  
Musophaga rossae

NIL N/A

**DONATION FROM:**

Zoo Tampa at Lowry Park  
1101 W. Sligh Ave.  
Tampa, FL 33604  
813/935-8852 x238

0.2 Chimpanzee  
Pan troglodytes

NIL N/A

Peninsula Humane Society  
1450 Rollins Road  
Burlingame, CA 94010  
650/340-7022

0.2 Domestic guinea pig  
Cavia porcellus

NIL N/A

Peninsula Humane Society  
1450 Rollins Road  
Burlingame, CA 94010  
650/340-7022

0.1 Green iguana  
Iguana iguana

NIL N/A

**5. Animal Updates – March 2019**

(Discussion)

**Ingrid Russell-White, Curator of Animal Collections, SFZS**

Ms. Russell-White provided an update on the following animal transactions and dispositions:

DATE	SEX	ANIMALS	TRANSACTION	COMMENTS	LONGEVITY
<b>ACQUISITIONS</b>					
3	0.3	Domestic rabbit	Donation	from private owner	
10	1.0	Black howler	Birth	stillborn	
14	0.2	Domestic guinea pig	Donation	from Peninsula Humane Society	
<b>DISPOSITION</b>					
5	0.1	Lady Ross' turaco	Death	Age at Death 4Y, 9M, 4D Iron storage disease Chronic neurological disease. Histopathology	10.5Y
6	1.0	Ringed turtle dove	Death	~25Y, 11M, 7D pending.	N/A
10	1.0	Black howler	Death	0Y, 0M, 0D Stillborn	17.8Y
22	1.0	California sea lion	Death	~15Y, 3M, 14D Urogenital carcinoma	23.3Y
23	0.1	Queensland koala	Death	20Y, 8M, 23D Chronic hip and elbow arthritis	10.2Y
25	0.1	American white pelican	Death	9Y, 2M, 24D Ruptured ovarian artery	N/A
27	1.2	Magellanic penguin	Loan Out	to Potter Park Zoo	
27	1.1	Magellanic penguin	Donation	to Bronx Zoo Cause of death not determined at necropsy.	
28	1.0	American white pelican	Death	~9Y, 2M, 26D Histopathology pending. Intestinal telescoping - intussusception.	N/A
30	1.0	Francois' langur	Death	~2Y, 1M, 18D Histopathology pending.	14.9Y

**6. Community Engagement Presentation**

(Discussion)

**Tim Wu, VP of Philanthropy, SFZS**

Tim Wu, SFZS VP of Philanthropy, provided a presentation on community engagement at SF Zoo. He reported on a variety of programs that serve schools, special needs groups, senior centers and other community groups. He discussed the range of ways in which SF Zoo reaches out to the community, including hosting military families on Veterans Day, participating in Make-a-Wish foundation asks, and providing admission to groups such as those impacted by the recent wildfires and government shutdown. He reported that SF Zoo also engages the community off Zoo grounds by sending the ZooMobile to

juvenile hall, local fairs and events and assisted living facilities. He discussed SF Zoo's "Renew the Zoo" program, which provides group volunteer activities on Zoo grounds. He reported on the recent Family Access Day hosted by SF Zoo in partnership with Support for Families with Disabilities. He also commented on SF Zoo's ongoing partnership with its neighbor, the Janet Pomeroy Center. Lastly, he discussed upcoming events to engage community groups.

7. **Announcements.** (Information only)
8. **Chair's Announcements.** (Information only)
9. **Old Business.** (Discussion)
10. **New Business/Future Agenda Items.** (Information only)
11. **Public Comments:** Member of the public Richard Rothman provided an update on the Mother's Building, noting that SF Recreation & Parks department had requested a concept report for the Mother's Building to determine the best use for it. He discussed the Old Mint building and proposed that the Mother's Building could be used in a similar fashion for facility rentals. Mr. Rothman reported that there were still some funds from SF Rec & Park that could be used in aid of updating the building for facility rentals and noted that it would help to raise visibility of the building.
12. **Adjournment 9:26 a.m.**

#### Disability Access

The Joint Zoo Commission meeting will be held in Room 421 at City Hall, 1 Dr. Carlton B. Goodlett Place, San Francisco. The meeting location is between Grove and McAllister Streets and is wheelchair accessible. The closest BART and Muni Metro Station is Civic Center, about three blocks from the meeting location. Accessible Muni lines nearest the meeting location are: 42 Downtown Loop, 49 Van Ness-Mission, F-Market & Muni Metro (Civic Center Station). For more information about Muni accessible services call 415-923-6142. There is accessible on-street parking available in the vicinity of the meeting location.

For assistance call 415-753-7080. In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that others may be sensitive to various chemical based products. Please help the City accommodate these individuals.

#### **KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE**

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code) or to report a violation of the ordinance, contact Frank Darby by mail to Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at [sotf@sfgov.org](mailto:sotf@sfgov.org).

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from Ms. Destro or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org/sunshine/>

#### **Lobbyist Registration and Reporting Requirements**

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (SF Campaign & Governmental Conduct Code Section 2,100) to register

and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102; telephone (415) 581-2300; fax (415) 481-2317; web site: [sfgov.org/ethics](http://sfgov.org/ethics).

### ACCESO DE DISCAPACITADOS

La reunión de la Joint Zoo Commission se llevará a cabo en la Sala 421 en el Ayuntamiento, 1 Dr. Carlton B. Goodlett Place, San Francisco. La ubicación de la reunión es entre Grove y McAllister Streets y es accesible para sillas de ruedas. El más cercano BART y Muni estación de metro es el Civic Center, a unos tres cuadras de la ubicación de la reunión. Las líneas Muni accesibles más cercanas a la ubicación de la reunión son: 42 Downtown Loop, 49 Van Ness-Mission, F-Market & Muni Metro (Civic Center Station). Para obtener más información sobre los servicios accesibles de Muni, llame al 415-923-6142. Hay aparcamiento accesible en la calle disponible en las inmediaciones de la ubicación de la reunión. Agendas con letra grande están disponibles llamando al 415-753-7080. Intérpretes de lengua de signos están disponibles a pedido poniéndose en contacto con 415-831-2774 por lo menos dos días hábiles antes de la reunión. Las personas con alergias severas, enfermedades ambientales, sensibilidad química múltiple o discapacidades asociadas también debe llamar a 415-831-2774. Con el fin de apoyar los esfuerzos de la ciudad para dar cabida a las personas con alergias severas, enfermedades ambientales, sensibilidad química múltiple o discapacidades asociadas, los asistentes a las sesiones públicas se les recuerda que los demás asistentes pueden ser sensibles a los productos químicos basados en varios. Por favor, ayudar a la ciudad para dar cabida a estas personas. El número de teléfono TDD para el departamento de recreación y parques es 415-554-8922.

### CONOZCA SUS DERECHOS BAJO LA ORDENANZA SUNSHINE

El deber del Gobierno es servir al público, alcanzando sus decisiones a completa vista del público. Comisiones, juntas, concilios, y otras agencias de la Ciudad y Condado, existen para conducir negocios de la gente. Esta ordenanza asegura que las deliberaciones se lleven a cabo ante la gente y que las operaciones de la ciudad estén abiertas para revisión de la gente. Para obtener información sobre sus derechos bajo la Ordenanza Sunshine (capítulo 67 del Código Administrativo de San Francisco) o para reportar una violación de la ordenanza, por favor póngase en contacto con: Administrador del Grupo de Trabajo de la Ordenanza Sunshine (Sunshine Ordinance Task Force Administrator), City Hall – Room 244 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102-4683, 415-554-7724 (Oficina); 415-554-5163 (Fax), Correo electrónico: [SOTF@sfgov.org](mailto:SOTF@sfgov.org)

Copias de la Ordenanza Sunshine pueden ser obtenidas del Secretario del grupo de Trabajo de la Ordenanza Sunshine, la Biblioteca Pública de San Francisco y en la página web del internet de la ciudad en [www.sfgov.org](http://www.sfgov.org). Copias de documentos explicativos están disponibles al público por Internet en <http://www.sfbos.org/sunshine>; o, pidiéndolas al Secretario de la Comisión en la dirección o número telefónico mencionados arriba.

### ORDENANZA DE CABILDEO

Individuos y entidades que influyen o intentan influenciar legislación local o acciones administrativas podrían ser requeridos por la Ordenanza de Cabildeo de San Francisco (SF Campaign & Governmental Conduct Code 2.100) a registrarse y a reportar actividades de cabildeo. Para más información acerca de la Ordenanza de Cabildeo, por favor contactar la Comisión de Ética: 30 Van Ness St., Suite 220, San Francisco, CA 94102, 415-252-3100, FAX 415-252-3112, sitio web: [sfgov.org/ethics](http://sfgov.org/ethics).

### 殘障通路

公園委員會會議將在 Dr. Carlton B. Goodlett Place 市政廳的416室召開。會議地點位於Grove街和McAllister街之間，並設有殘障人士通道。最靠近會議地點的捷運及城市輕軌列車站是市政中心站(Civic Center)，該站大約距離會議地點三個街口。駛經鄰近會議地點的公車路線包括：42號市政中心循環線、49號Van Ness街-米慎街循環線、F-市場街線及城市輕軌列車線(市政中心站- Civic

Center)。如欲查詢更多有關公車服務的資訊，請致電415-923-6142。另外，在會議地點附近街道設有泊車位。如對本會議有任何疑問或希望尋求協助，請致電415-753-7080。市政府會致力關注有嚴重過敏、因環境產生不適、或對多種化學物質敏感的病患者，以及有相關殘疾的人士。請與會者協助市政府照顧這些個別人士的需要。

#### 了解你在陽光政策下的權益

政府的職責是為公眾服務，在具透明度的情況下作出決策。市及縣政府的委員會，市參事會，議會和其他機構的存在是為處理民眾的事務。本政策保證一切政務討論都在民眾面前進行，而市政府的運作也公開讓民眾審查。如果你需要知道你在陽光政策 (San Francisco Administrative Code Chapter 67) 下擁有的權利，或是需要舉報違反本條例的情況，請聯絡：陽光政策 專責小組行政官 地址：City Hall - Room 244 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4683 電話號碼:415-554-7724；傳真號碼415- 554-5163 電子郵箱: SOTF@sfgov.org

陽光政策的文件可以通過陽光政策專責小組秘書、三藩市公共圖書館、以及市政府網頁 [www.sfgov.org](http://www.sfgov.org) 等途徑索取。民眾也可以到網頁 <http://www.sfbos.org/sunshine> 閱覽有關的解釋文件，或根據以上提供的地址和電話向委員會秘書索取。

#### 遊說者法令

依據「三藩市遊說者法令」(SF Campaign & Governmental Conduct Code 2.100) 能影響或欲影響本地立法或行政的人士或團體可能需要註冊，並報告其遊說行為。如需更多有關遊說者法令的資訊，請聯絡位於 Van Ness 街25號 220室的三藩市道德委員會，電話號碼:415- 252-3100，傳真號碼 415-252-3112，網址: [sfgov.org/ethics](http://sfgov.org/ethics)。

## Anne Elefterakis

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**From:** Anne Elefterakis  
**Sent:** Thursday, July 18, 2019 1:26 PM  
**To:** 'markwbuell@gmail.com'  
**Cc:** 'Margaret Takei-Gutierrez'; Tanya Peterson  
**Subject:** FW: SFZS Response to June 2019 "Joint Zoo" Public Request  
**Attachments:** SKM\_C65819062714330.pdf

Dear Commissioner Buell,

Per today's Joint Zoo meeting, I wanted to make sure that you had received this response to the public request made at the June Joint Zoo meeting, which was sent last month.

Cheers,

Anne Elefterakis  
Executive Assistant  
San Francisco Zoological Society  
415.753.8126

**From:** Tanya Peterson  
**Sent:** Thursday, June 27, 2019 3:37 PM  
**To:** Mark buell  
**Cc:** Vitus Leung; Anne Elefterakis  
**Subject:** SFZS Response to June 2019 "Joint Zoo" Public Request

Dear President Buell,

At the June 2019 "Joint Zoo" meeting, a member of the public inquired about an Eastern black rhino that had been sent to the San Diego Zoo as a juvenile. You asked my staff for a follow-up, which I am pleased to provide in the following summary and attached documents:

- The death of this particular rhino was discussed at the December 20, 2018 Joint Zoo meeting. When she died, she was over 20 years of age. (See, e.g., attached December 20, 2018 Joint Zoo Agenda.)
- On the AZA public website, it is noted that the median age of this species is 19 years of age. At 20, this animal was beyond her life expectancy. (See, e.g., attached AZA.org/survival-statistics as of September 1, 2019.)
- As a participant in several of AZA's "Species Survival Plans," it is not uncommon for a zoological institution to "loan" an animal to another zoo to ensure genetic diversity. Once the animal is transferred to another institution, the animal is under the veterinary care of the housing institution, which then assumes financial, dietary and medical responsibility.
- On or about November 20, 2018, San Diego Zoo's animal care staff informed SFZS animal care staff about the animal's worsening condition. (See, e.g., attached November 20, 2018 email.) We were subsequently informed that she was euthanized by San Diego's vet team on November 21, 2018.
- At this time, we are not in possession of the San Diego Zoo's vet or necropsy report. This is not surprising, as medical records of animals are afforded protections similar to those afforded human medical records under HIPAA laws. Moreover, we know that as a fellow AZA institution, San Diego Zoo is not only an accredited zoo but a leading institution in animal care.

Lastly, to the extent the documents of third parties, i.e., those of San Diego Zoo and/or AZA, are sought by a member of the SF public, it has been our position that third-party documents are not subject to local public disclosure rules.

Please do not hesitate to contact me further with any questions.

Warmly,

Tanya

[Attachments.]



Tanya Peterson

CEO & Executive Director

San Francisco Zoological Society & Gardens

[www.sfzoo.org](http://www.sfzoo.org)

Our mission is the 3 c's: connect, care & conserve @SFZoo!

**From:** Steve Metzler [mailto:SMetzler@sandiegozoo.org]  
**Sent:** Tuesday, November 20, 2018 12:28 PM  
**To:** Jim Nappi  
**Subject:** FW: Black Rhino Owned by San Francisco Lembe Planned Procedure 11/21 AM

Hi Jim,

I wanted to give you a heads up on this 20 year old female black rhino San Francisco owns. Our vet should be sending out more comprehensive info later but I wanted you to get this heads up as she is not doing well and we fear we may have to make a quality of life call at her planned procedure tomorrow.

Thanks,

**Steve Metzler**

Henshaw Curator of Mammals

Antelope and Giraffe TAG Chair

Javan Banteng SSP Coordinator, GSMP Co-Convenor, and Co-International Studbook Keeper

Lowland Nyala SSP Coordinator and Studbook Keeper

Steenbok Program Coordinator and Studbook Keeper

San Diego Zoo Safari Park

p. 760-291-5462

c. 760-473-6993

15500 San Pasqual Valley Road  
Escondido, CA 92027-7017

San Diego Zoo Safari Park

**SAFARI PARK**

CITY AND COUNTY OF SAN FRANCISCO  
JOINT ZOO COMMITTEE  
NOTICE OF MEETING AND AGENDA  
December 20, 2018 9:00am.  
City Hall, Room 421  
San Francisco, CA 94102

**COMMITTEE MEMBERS:** Recreation & Park Commissioners Mark Buell, Kathleen "Kat" Anderson, Larry Mazzola, Jr. San Francisco Zoological Society Board Members Elena Asturias, Maria Alvarez, Mary Sutton (Alternates: Vince Grubbs and Tanya Peterson). Committee Advisors Dr. Joseph Spinelli (DVM) and Ms. Jane Tobin.

**ORDER OF BUSINESS**

Public comment will be taken before the committee takes action on any item.

1. Call to Order and Roll Call.
2. Adoption of Minutes of November 15, 2018 Committee Meeting. (Action Item)
3. San Francisco Zoological Society Administrative Report (Discussion)  
Tim Wu, VP of Philanthropy, SFZS  
Update on administrative and departmental operations.
4. Animal Transactions. (Action to Recommend)  
David Bocian, VP Animal Care & Enrichment, SFZS  
Discussion and possible action to recommend that the Recreation and Park Commission approve the following transactions:

**SAN FRANCISCO ZOOLOGICAL GARDENS  
ANIMAL TRANSACTION RATIFICATION – December 2018**

DONATION TO:	ANIMAL SPECIES	PRICE	TOTAL DUE
Bronx Zoo 2300 Southern Blvd. New York, NY 10460 718/220-7112	1.0 common squirrel monkey <u>Saimiri sciureus</u>	NIL	N/A
Oakland Zoo 9777 Golf Links Road Oakland, CA 94605 510/632-9525 x169	0.1 Red-eared slider <u>Trachemys scripta elegans</u>	NIL	N/A
DONATION FROM: California Department of Fish and Wildlife 1416 9th Street, 12th Floor Sacramento, CA 95814 916/445-0411	1.0.1 African hedgehogs <u>Atelerix albiyventris</u>	NIL	N/A

Joint Zoo Committee Agenda  
December 20, 2018

**PURCHASE FROM:**

Alpacas All Around  
4300 Hansen Road  
Loomis, CA 95656-9750  
916/660-1918

2,0 alpacas  
Lama pacos domestic.

\$400                      \$400

5. **Animal Updates – November 2018** (Discussion)  
**David Bocian, VP Animal Care & Enrichment, SFZS**  
Update on animal transactions and dispositions.

DATE	SEX	ANIMALS	TRANSACTION	COMMENTS	LONGEVITY
<b>ACQUISITIONS</b>					
18	2,1	reindeer	Lease	from All About Animals	
<b>DISPOSITION</b>					
6	0,1	Domestic house mouse	Death	Age at Death ~2Y, 3M, 21D	Kidney infection N/A
8	0,1	Pied tamarin	Loan Transfer		to Dallas World Aquarium
8	0,1	Pied tamarin	Loan Transfer		to Philadelphia Zoo
9	1,0	Megallanic penguin	Death	~30Y, 8M, 24D	Renal gout 8.5Y
16	1,0	Green crested basilisk	Death	8Y, 0M, 1D	Neurological disease. No lesions seen on gross examination but histopathology pending. N/A
17	0,1	Domestic guinea pig	Death	4Y, 11M, 3D	Acute GI stasis and cecal perforation but cause was not apparent. Histopathology pending. N/A
21	0,1	Eastern black rhino	Death	20Y, 4M, 5D	on loan at the San Diego Zoo Safari Park
22	0,1	Southern pudu	Death	5Y, 6M, 12D	Mycobacterium avium ssp. paratuberculosis infection 7.7Y
27	0,1	Domestic house mouse	Death	5M, 8D	No conclusive findings on gross examination. N/A
29	1,0	Harris' hawk	Donation		to the Audubon Nature Institute

6. **Philanthropy Update Presentation** (Discussion)  
**Tim Wu, VP of Philanthropy, SFZS**  
Update on SF Zoo's year-end philanthropy initiatives.
7. **Announcements.** (Information only)
8. **Chair's Announcements.** (Information only)
9. **Old Business.** (Discussion)
10. **New Business/Future Agenda Items.** (Information only)
11. **Public Comments:** Members of the public may address the committee on matters that are within the committee's jurisdiction and are not on today's agenda.
12. **Adjournment.**

###

Disability Access

THIS TABLE EXPIRES AS OF SEPTEMBER 1, 2019

Common Name	Scientific Name	MLE Males & Females Combined (Years)	MLE Males (Years)	MLE Females (Years)
Rattlesnake, Eastern Massasauga	<i>Sistrurus catenatus catenatus</i>	9.4	-	-
Rattlesnake, Mexican Lance-headed	<i>Crotalus polystictus</i>	8.6	-	-
Rattlesnake, Santa Catalina Island	<i>Crotalus catalinensis</i>	Data deficient	Data deficient	Data deficient
Ray, Spotted Eagle	<i>Aetobatus narinari</i>	Data deficient	Data deficient	Data deficient
Rhea, Greater	<i>Rhea americana</i>	7.8	-	-
Rhinoceros, Eastern Black	<i>Diceros bicornis michaeli</i>	19	-	-
Rhinoceros, Greater One-horned	<i>Rhinoceros unicornis</i>	30.4	-	-
Rhinoceros, Southern White	<i>Ceratotherium simum</i>	31.4	-	-
Ringtail	<i>Bassariscus astutus</i>	11	-	-
Roller, Blue-bellied	<i>Coracias cyanogaster</i>	8.9	-	-
Saki, White-faced	<i>Pithecia pithecia</i>	-	Data deficient	11.6
Sawfish, Largetooth	<i>Pristis microdon</i>	Data deficient	Data deficient	Data deficient
Sawfish, Longcomb	<i>Pristis zijsron</i>	Data deficient	Data deficient	Data deficient
Sawfish, Smalltooth	<i>Pristis pectinata</i>	Data deficient	Data deficient	Data deficient
Screamer, Southern	<i>Chauna torquata</i>	13.6	-	-
Sea Lion, California	<i>Zalophus californianus</i>	23.3	-	-
Sea Lion, Steller	<i>Eumetopias jubatus</i>	Data deficient	Data deficient	Data deficient
Seal, Grey	<i>Halichoerus grypus</i>	18.8	-	-
Seal, Harbor	<i>Phoca vitulina</i>	24.1	-	-
Seal, Northern Fur	<i>Callorhinus ursinus</i>	Data deficient	Data deficient	Data deficient
Seriema, Red-legged	<i>Carilama cristata</i>	17.9	-	-
Serval	<i>Leptailurus serval</i>	13.2	-	-
Shark, Sandtiger	<i>Carcharias Taurus</i>	26.7	-	-
Shark, Zebra	<i>Stegostoma fasciatum</i>	Data deficient	Data deficient	Data deficient
Sheep, Desert Bighorn	<i>Ovis canadensis nelsoni</i>	-	Data deficient	10.3
Slamang	<i>Symphalangus syndactylus</i>	27	-	-
Sifaka, Coquerel's	<i>Propithecus coquerelli</i>	-	10.7	Data deficient
Sitatunga	<i>Tragelaphus spekii</i>	-	5.4	7.7
Sloth, Hoffman's Two-toed	<i>Choleopus hoffmanni</i>	15.2	-	-

THIS TABLE EXPIRES AS OF SEPTEMBER 1, 2019

Go to [www.aza.org/survival-stats](http://www.aza.org/survival-stats) to download an up-to-date table after that expiration date.



May 20, 2019

Cheryl Leger, Assistant Clerk  
San Francisco Board of Supervisors  
C/o Sunshine Ordinance Task Force  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

RE: Complaint File No. 19048  
San Francisco Zoological Society's Response

Dear Ms. Leger:

On behalf of the San Francisco Zoological Society ("the Society"), I am pleased to provide a response to the referenced complaint filed by Mr. Justin Barker with the Sunshine Ordinance Task Force on or about May 13, 2019.

#### Sunshine Task Force Lacks Jurisdiction Over the Society

The Society is a non-profit organization, formed in the 1950s to raise funds for the San Francisco Zoo, then managed by the City of San Francisco. Over the years, the Society became involved in managing "admission-based" areas of the Zoo, e.g., the former Storyland and Children's Zoo, and in the early 1990s, the City asked the Society to manage the entire zoological park. This was done for several reasons, but as noted by former Mayor Willie Brown, it reflected an effort to remove "politics" from what can be difficult medical, personnel, fundraising and other decisions made by zoological professionals from time to time.

In July of 1993, the Society's relationship with the City was memorialized in a "Lease and Management Agreement" ("Agreement") and is similar to those between the City and the Academy of Sciences and others. While there are many specifics in the 43-page Agreement, neither the Sunshine Ordinance nor City Administrative Code Section 67.1 are included therein. Moreover, with the advent of the Agreement, the Society did not become a "City Agency" as that term is used in Section 67.1, nor are the Society's CEO or other senior managers "department heads," "city employees," and/or other terms used in the Ordinance. Accordingly, the Society should not be required to respond to a Sunshine request in the same manner in which a *bona fide* City department has to respond.

#### The Society Agreed to Limited Disclosures and Public Meetings

Nevertheless, the Society agreed to certain "carve outs" or categories of information to be shared with the public as well as to eleven (11) monthly public meetings, referenced as "Joint Zoo Committee." Over the years, the City and Society refined the Society's reporting format in a manner that appropriately balances the privacy rights of its employees and animals as well as its confidential financial information while still providing certain information to the public. See a recent example of the approved Joint Zoo Committee meeting minutes attached as Exhibit A.

### Summary of Requests and the Society's Produced Information

Contrary to Mr. Barker's claims, the Society made available to him (and the public) various financial information, animal transactions, and information about new capital programs. This was done not only at public Joint Zoo Committee meetings held at City Hall, but specifically in response to Mr. Barker.

### Complainant's First Wave of Requests

In November 2018, Mr. Barker requested a full copy of the most recent Association of Zoos and Aquariums ("AZA") inspection report of the Society. The Society immediately provided a response, dated November 30, 2018, advising him that the AZA is the custodian of their inspection notes and that any such request should be directed to them. See Exhibit B.

Subsequently, Mr. Barker sent another Immediate Disclosure Request, dated December 11, 2018, requesting: (1) the complete list of animals that are, have been or might be administered anti-psychotic drugs and a list of specific drugs that are in use, (2) any and all information on a 2018 budget and a list of 2018 expenditures, and (3) any information on the Society's 2019 budget and the intended allocation.

In a letter response to Mr. Barker, dated January 14, 2019, the Society provided detailed information: its fiscal Years 2017-2018, 2018-2019 revenue numbers; its budget assumptions; its breakdown of budgeted revenues for Fiscal Year 2019 by category and by percentage; its Statement of Revenues and Expenses for Budget 2019 vs. Projected 2018; its Operating Budget Expenses vs. Actual for FY 2018-2019; and its Budgeted and Projected Expenses for Fiscal Years 2018 and 2019 by category, actual amounts, and by percentage of total. See Exhibit C.

With respect to animal and related medical records, the Society responded there were regulations that govern the confidentiality of hospital records, including those of animals, and mandate specific medical records *not* be made public.

### Second Set of Requests

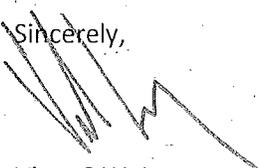
In his second wave of requests, Mr. Barker has asked for specific communications of the Society's VP of HR (myself) and its CEO as well as the medical records of a specific animal who resides at the San Diego Zoo. The Society continues to object to these requests as seeking information that is privileged, confidential and/or well beyond the scope of the Society's Agreement with the City.

### Summary

As demonstrated above, the Society has acted in good faith in response to Mr. Barker's requests and provided a significant amount of information. The remaining requests that are the subject of his Sunshine Complaint are inappropriate, unauthorized, and serve no legitimate purpose. We respectfully request that his Complaint be denied.

Thank you for your review and consideration in this matter.

Sincerely,

  
Vitus C.W. Leung  
Executive Vice President for Human Resources

Attachments:

Exhibit A.— Meeting minutes of the Society's Joint Zoo Committee (3/21/2019)

Exhibit B - Society's November 30, 2018 letter to Mr. Barker

Exhibit C - Society's January 14, 2019 letter to Mr. Barker

# ATTACHMENT A

Joint Zoo Committee Meeting Minutes  
March 21, 2019

**CITY AND COUNTY OF SAN FRANCISCO  
JOINT ZOO COMMITTEE  
March 21, 2019 9:00 am.  
City Hall, Room 421  
San Francisco, CA 94102**

**COMMITTEE MEMBERS:** Recreation & Park Commissioners Mark Buell, Larry Mazzola, Jr., Eric McDonnell (alternates: Tom Harrison and Gloria Bonilla) and SF Zoological Society Board Members Maria Alvarez, Elena Asturias and Mary Sutton (alternates: Vince Grubbs and Tanya Peterson). Committee Advisors: Dr. Joseph Spinelli (DVM) and Ms. Jane Tobin.

## ORDER OF BUSINESS

Public comment will be taken before the committee takes action on any item.

- 1. Call to Order and Roll Call.**  
Recreation & Park Commissioners Mark Buell, Larry Mazzola, Jr. and Eric McDonnell; SF Zoological Society Board Members Vince Grubbs and Mary Sutton; Committee Advisor Ms. Jane Tobin and Dr. Joe Spinelli.
- 2. Adoption of Minutes.** **ACTION: MSA**
- 3. San Francisco Zoological Society ("SFZS"), Administrative Report.** (Discussion)  
**Tanya Peterson, CEO & Executive Director, SFZS**  
Ms. Peterson provided an update on SFZS' programs and events, including the celebration of International Women's Day and reported that 72% of SFZS' workforce is made up of women. She then summarized SF Zoo's ongoing breeding and release program of the critically endangered San Francisco forktail damselfly. Ms. Peterson also reported on a recent visit by Stanford University students to learn more about animal wellness as well as a partnership with UC Davis to help with animal enrichment. Lastly, SFZS' annual fundraiser will occur on April 12<sup>th</sup>. Discussion followed.
- 4. Animal Transactions.** **ACTION: MSA**  
**Jason Watters, Ph.D., VP of Wellness and Animal Behavior, SFZS**  
Dr. Watters discussed and recommended that the Recreation and Park Commission approve the following transactions:

**SAN FRANCISCO ZOOLOGICAL GARDENS  
ANIMAL TRANSACTION RATIFICATION – March 2019**

<b>DONATION TO:</b>	<b>ANIMAL SPECIES</b>	<b>PRICE</b>	<b>TOTAL DUE</b>
None			
<b>DONATION FROM:</b> Kristin McFarlane White 7544 Newcastle Drive Cupertino, CA 95014 408/805-0256	0.3 Domestic rabbits <u><i>Oryctolagus cuniculus domestic</i></u>	NIL	N/A

**PURCHASE FROM:**

Wild Oat Hollow 8690 Petaluma Hill Road Penngrove, CA 94951 707/332-5969	0.5 Domestic chickens <u>Gallus gallus domesticus</u>	\$15 ea.	\$75
Wild Oat Hollow 8690 Petaluma Hill Road Penngrove, CA 94951 707/332-5969	3.0 Goats <u>Capra hircus domestic</u>	\$75 ea.	\$225
Laurie Smith 455 Donna Drive Windsor, CA 95492 707/321-0494	2.0 Goats <u>Capra hircus domestic</u>	\$300	\$300

**5. Animal Updates – February 2019** (Discussion)

**Jason Watters, Ph.D., VP of Wellness and Animal Behavior, SFZS**

Dr. Watters provided an update on the following animal transactions and dispositions:

DATE	SEX	ANIMALS	TRANSACTION	COMMENTS	LONGEVITY
<b>ACQUISITIONS</b>					
8	1.0	Domestic guinea pig	Donation	from Animal Connection	
19	0.1	Hamerkop	Donation	from Safari West	
21	2.0	Domestic alpaca	Purchase	from Alpacas All Around	
24	0.1	Southern three-banded armadillo	Donation	from Santa Barbara Zoo	
<b>DISPOSITION</b>					
				<b>Age at Death</b>	
3	0.1	Wild turkey	Death	~14Y, 8M, 9D Cancer of intestines, spleen, liver. Histopathology pending.	N/A
17	0.1	Domestic chicken	Death	~9Y, 8M, 16D Cancer of kidney, liver, spleen. Histopathology pending	N/A
23	1.0	Yellow-backed duiker	Death	20Y, 6M, 21D Stroke.	10Y

**6. Orangutan Presentation** (Discussion)

**Jason Watters, Ph.D., VP of Wellness and Animal Behavior, SFZS**

Dr. Watters reported that a male and a female orangutan would be arriving at SF Zoo later this year as was mentioned by VP David Bocian at a prior Joint Zoo. Dr. Watters then reviewed plans for an outdoor enclosure for orangutans as well as another overhead trail system that could be used by SF Zoo's current chimpanzees. He also provided information about the impact of the palm oil trade on orangutans and their status in the wild. Discussion followed.

**7. Announcements.** (Information only)

**8. Chair's Announcements.** (Information only)

**9. Old Business.** (Discussion)

**10. New Business/Future Agenda Items.** (Information only)

**11. Public Comments:** Member of the public Richard Rothman provided an update on the Mother's Building, discussing the recent San Francisco ordinance to find more public spaces in which to honor women and how the Mother's Building could play a role. He noted that the San Francisco Public Library celebrated International Women's Day at Mr. Rothman's Mother's Building photo exhibit in the main branch. Mr. Rothman reported on the recent meeting between SFZS staff and SF's Deputy Director of Planning and

noted that SF Recreation & Parks department had requested a concept report for the Mother's Building to aid in grant-writing.

12. **Adjournment 9:29 a.m.**

**Disability Access**

The Joint Zoo Commission meeting will be held in Room 421 at City Hall, 1 Dr. Carlton B. Goodlett Place, San Francisco. The meeting location is between Grove and McAllister Streets and is wheelchair accessible. The closest BART and Muni Metro Station is Civic Center, about three blocks from the meeting location. Accessible Muni lines nearest the meeting location are: 42 Downtown Loop, 49 Van Ness-Mission, F-Market & Muni Metro (Civic Center Station). For more information about Muni accessible services call 415-923-6142. There is accessible on-street parking available in the vicinity of the meeting location.

For assistance call 415-753-7080. In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that others may be sensitive to various chemical based products. Please help the City accommodate these individuals.

**KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE**

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code) or to report a violation of the ordinance, contact Frank Darby by mail to Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at [sotf@sfgov.org](mailto:sotf@sfgov.org).

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from Ms. Destro or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org/sunshine/>

**Lobbyist Registration and Reporting Requirements**

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (SF Campaign & Governmental Conduct Code Section 2,100) to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102; telephone (415) 581-2300; fax (415) 481-2317; web site: [sfgov.org/ethics](http://sfgov.org/ethics).

**ACCESO DE DISCAPACITADOS**

La reunión de la Joint Zoo Commission se llevará a cabo en la Sala 421 en el Ayuntamiento, 1 Dr. Carlton B. Goodlett Place, San Francisco. La ubicación de la reunión es entre Grove y McAllister Streets y es accesible para sillas de ruedas. El más cercano BART y Muni estación de metro es el Civic Center, a unos tres cuadras de la ubicación de la reunión. Las líneas Muni accesibles más cercanas a la ubicación de la reunión son: 42 Downtown Loop, 49 Van Ness-Mission, F-Market & Muni Metro (Civic Center Station). Para obtener más información sobre los servicios accesibles de Muni, llame al 415-923-6142. Hay aparcamiento accesible en la calle disponible en las inmediaciones de la ubicación de la reunión. Agendas con letra grande están disponibles llamando al 415-753-7080. Intérpretes de lengua de signos están disponibles a pedido poniéndose en contacto con 415-831-2774 por lo menos dos días hábiles antes de la reunión. Las personas con alergias severas, enfermedades ambientales, sensibilidad química múltiple o discapacidades asociadas también debe llamar a 415-831-2774. Con el fin de apoyar los esfuerzos de la ciudad para dar cabida a las personas con alergias severas, enfermedades ambientales, sensibilidad química múltiple o discapacidades asociadas, los asistentes a

las sesiones públicas se les recuerda que los demás asistentes pueden ser sensibles a los productos químicos basados en varios. Por favor, ayudar a la ciudad para dar cabida a estas personas. El número de teléfono TDD para el departamento de recreación y parques es 415-554-8922.

### CONOZCA SUS DERECHOS BAJO LA ORDENANZA SUNSHINE

El deber del Gobierno es servir al público, alcanzando sus decisiones a completa vista del público. Comisiones, juntas, concilios, y otras agencias de la Ciudad y Condado, existen para conducir negocios de la gente. Esta ordenanza asegura que las deliberaciones se lleven a cabo ante la gente y que las operaciones de la ciudad estén abiertas para revisión de la gente. Para obtener información sobre sus derechos bajo la Ordenanza Sunshine (capítulo 67 del Código Administrativo de San Francisco) o para reportar una violación de la ordenanza, por favor póngase en contacto con: Administrador del Grupo de Trabajo de la Ordenanza Sunshine (Sunshine Ordinance Task Force Administrator), City Hall – Room 244 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102-4683, 415-554-7724 (Oficina); 415-554-5163 (Fax), Correo electrónico: [SOTF@sfgov.org](mailto:SOTF@sfgov.org)

Copias de la Ordenanza Sunshine pueden ser obtenidas del Secretario del grupo de Trabajo de la Ordenanza Sunshine, la Biblioteca Pública de San Francisco y en la página web del internet de la ciudad en [www.sfgov.org](http://www.sfgov.org). Copias de documentos explicativos están disponibles al público por Internet en <http://www.sfbos.org/sunshine>; o, pidiéndolas al Secretario de la Comisión en la dirección o número telefónico mencionados arriba.

### ORDENANZA DE CABILDEO

Individuos y entidades que influyen o intentan influenciar legislación local o acciones administrativas podrían ser requeridos por la Ordenanza de Cabildeo de San Francisco (SF Campaign & Governmental Conduct Code 2.100) a registrarse y a reportar actividades de cabildeo. Para más información acerca de la Ordenanza de Cabildeo, por favor contactar la Comisión de Ética: 30 Van Ness St., Suite 220, San Francisco, CA 94102, 415-252-3100, FAX 415-252-3112, sitio web: [sfgov.org/ethics](http://sfgov.org/ethics).

### 殘障通路

公園委員會會議將在 Dr. Carlton B. Goodlett Place 市政廳的416室召開。會議地點位於Grove街和McAllister街之間，並設有殘障人士通道。最靠近會議地點的捷運及城市輕軌列車站是市政中心站(Civic Center)，該站大約距離會議地點三個街口。駛經鄰近會議地點的公車路線包括：42號市政中心循環線、49號Van Ness街-米慎街循環線、F-市場街線及城市輕軌列車線(市政中心站- Civic Center)。如欲查詢更多有關公車服務的資訊，請致電415-923-6142。另外，在會議地點附近街道設有泊車位。如對本會議有任何疑問或希望尋求協助，請致電415-753-7080。市政府會致力關注有嚴重過敏、因環境產生不適、或對多種化學物質敏感的病患者，以及有相關殘疾的人士。請與會者協助市政府照顧這些個別人士的需要。

### 了解你在陽光政策下的權益

政府的職責是為公眾服務，在具透明度的情況下作出決策。市及縣政府的委員會，市參事會，議會和其他機構的存在是為處理民眾的事務。本政策保證一切政務討論都在民眾面前進行，而市政府的運作也公開讓民眾審查。如果你需要知道你在陽光政策 (San Francisco Administrative Code Chapter 67)下擁有的權利，或是需要舉報違反本條例的情況，請聯絡：陽光政策 專責小組行政官 地址：City Hall – Room 244 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4683 電話號碼:415-554-7724；傳真號碼415- 554-5163 電子郵箱: [SOTF@sfgov.org](mailto:SOTF@sfgov.org)

陽光政策的文件可以通過陽光政策專責小組秘書、三藩市公共圖書館、以及市政府網頁[www.sfgov.org](http://www.sfgov.org)等途徑索取。民眾也可以到網頁<http://www.sfbos.org/sunshine>閱覽有關的解釋文件，或根據以上提供的地址和電話向委員會秘書索取。

遊說者法令

Joint Zoo Committee Meeting Minutes  
March 21, 2019

依據「三藩市遊說者法令」(SF Campaign & Governmental Conduct Code 2.100) 能影響或欲影響本地立法或行政的人士或團體可能需要註冊，並報告其遊說行為。如需更多有關遊說者法令的資訊，請聯絡位於 Van Ness 街25號 220室的三藩市道德委員會，電話號碼:415- 252-3100，傳真號碼 415-252-3112，網址: [sfgov.org/ethics](http://sfgov.org/ethics)。



## ATTACHMENT B

November 30, 2018

Justin Barker  
1437 Golden Gate Avenue  
San Francisco, CA 94115

RE: Information Request

Dear Mr. Barker:

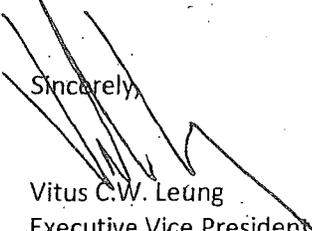
The San Francisco Zoological Society ("Zoo") is in receipt of your information request on the most recent AZA inspection report.

The Zoo is a member of the AZA and has continuously been accredited by them for over 25 years. We are extremely proud of our mission to *Connect* our visitors with wildlife so that they *Care* about nature and ultimately *Conserve* it. We are stewards of our animal collection and the care we provide to them on a daily basis meets or exceeds the standards of our peers, including those established by the AZA.

That said, please be advised that the AZA is the custodian of their inspection notes and that any such request should be directed to them.

Thank you for your interest in the San Francisco Zoo and we hope to see you at the Zoo soon.

Sincerely,

  
Vitus C.W. Leung  
Executive Vice President of Human Resources

cc: Tanya Peterson, Executive Director & CEO  
File

# ATTACHMENT C



January 14, 2019

Via e-mail and first class mail

Justin Barker  
1437 Golden Gate Avenue  
San Francisco, CA 94115

Dear Mr. Barker:

I am responding to your most recent letter sent, dated December 11, 2018, before the holidays. As you state in your letter, you seek a "public record" under Sunshine Ordinance Section 67.21.

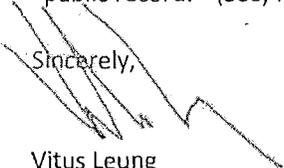
To avoid a war of words, it is my understanding that nearly all of your requests, however, do not pertain to records or information intended to be public. Indeed, the regulations governing the confidentiality of hospital records, particularly those of zoological patients for which you seek, mandate those documents *not* be made public.

Similarly, the Association of Zoos & Aquariums (AZA) has not intended to make to its accreditation process a matter of "public record." The process occurs over a period of time and is conducted in such a way that not even the senior management team of an institution is involved at every phase. Thus, to ask for a "report in full" is nearly incomprehensible given the complexity and length of the process.

Moreover, while we cannot comment on the accreditation of the Sacramento Zoo, AZA has confirmed that less than a handful of the approximate 233 accredited institutions that exist today have released content of an accreditation "in part", not alone "in full." Indeed, the San Francisco Zoological Society, a non-profit institution, never has had to fulfill such a request. (Nor are we aware that other animal care institutions managed by non-profit entities, such as the Steinhart Aquarium, are required to disclose.)

Lastly, much of the financial information you request is provided already in the "Form 990" that is available on the website of San Francisco Zoo & Gardens. Similarly, the budget assumptions of a fiscal year are reviewed with the Recreation and Park Commission when final and intended to constitute a "public record." (See, for example, the enclosed "budget assumptions" presented by our CFO.)

Sincerely,

  
Vitus Leung  
Executive Vice President  
San Francisco Zoological Society & Gardens

Enclosure (FY 2018-19 Budget Assumptions of SFZS presented to SF Rec Park Commission)

SAN FRANCISCO ZOOLOGICAL SOCIETY  
FISCAL YEAR 2018-2019 OPERATING BUDGET:  
**REVENUES**

- FISCAL YEAR 2018-2019 BUDGET     \$24.5M
  
- FISCAL YEAR 2017-2018 ACTUAL     \$23.8M

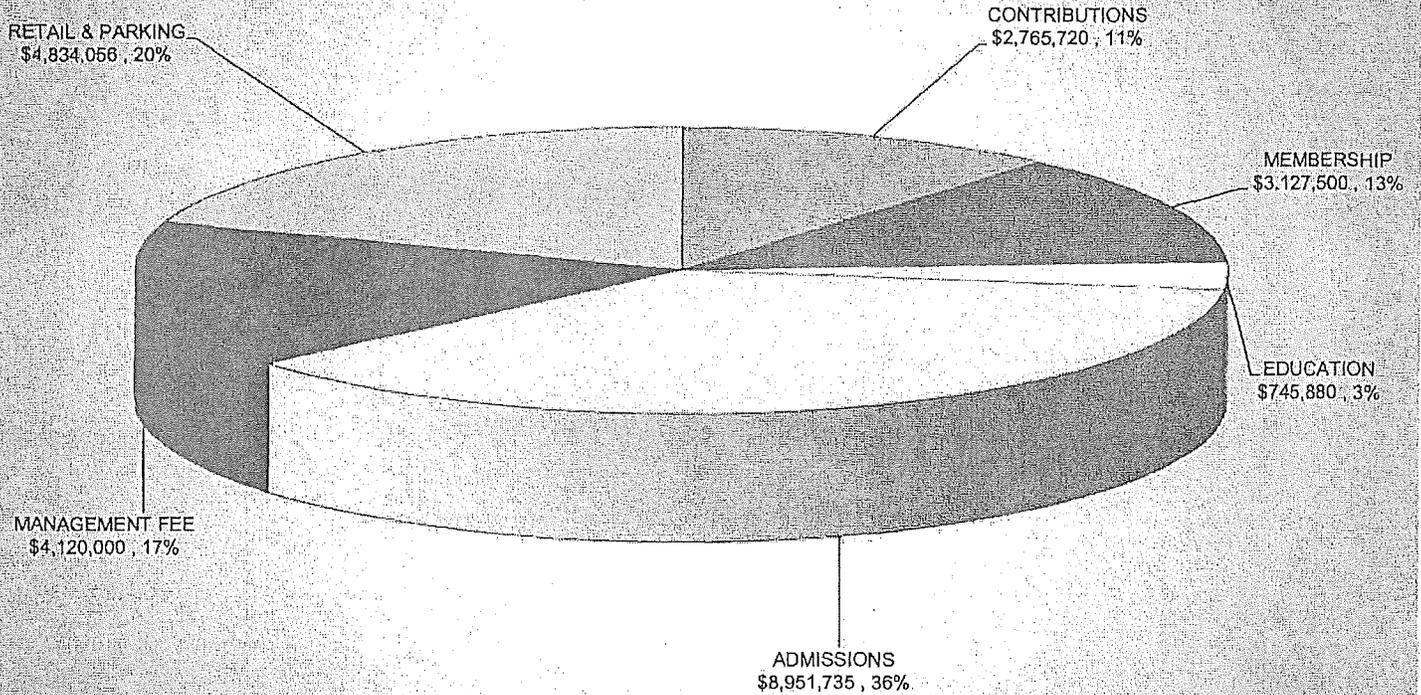
SF Zoological Society FY 2018-19 Budget  
Assumptions

SAN FRANCISCO ZOOLOGICAL SOCIETY  
FISCAL YEAR 2018-2019 OPERATING BUDGET  
MAJOR BUDGET ASSUMPTIONS

- Animal Exhibit (New, Expansions, Temporary):
  - “Great Ape Passage” Opens
  - Chimpanzee Exhibit Expansion (“Day Room”)
  - Design and Development of Snow Leopard expansion & others
  - Reindeer for Holiday
- “Connect” Events:
  - Zootoberfest
  - Boo at the Zoo
  - ZooLights
- Health and cost of living increases and union wage increases
- Additional hires:
  - Nutrition Center, Manager
  - Nutrition Center, Dietitians (2)
  - Conservation, Supervisor
  - Communications, Manager
  - Vet Hospital Support (1)
  - Member Support

SF Zoological Society FY 2018-19 Budget  
Assumptions

# SAN FRANCISCO ZOO - BUDGETED REVENUES FISCAL YEAR 2019



SF Zoological Society, FY 2018-19 Budget  
Assumptions

**SAN FRANCISCO ZOOLOGICAL SOCIETY  
STATEMENT OF REVENUES AND EXPENSES  
FYE 2019 OPERATING BUDGET VS FYE 2018 PROJECTED**

	Budget FYE 2019		Projected FYE 2018		Incr<Decr>
	Amount	% of Revenue	Amount	% of Revenue	
<b>REVENUES</b>					
* Admissions	\$ 8,951,735	36.47%	\$ 7,847,817	33.04%	\$ 1,103,918
Management Fee	4,120,000	16.79%	4,120,000	17.35%	-
Membership	3,127,500	12.74%	2,661,535	11.21%	465,965
Retail Operations	1,619,258	6.60%	1,344,993	5.66%	274,265
Retail Commissions	1,682,698	6.86%	1,594,314	6.71%	88,384
Parking	1,532,100	6.24%	1,417,477	5.97%	114,623
Contributions	1,199,000	4.88%	1,106,593	4.66%	92,407
Fundraising	1,065,000	4.34%	778,062	3.28%	286,938
Education	745,880	3.04%	887,085	3.74%	(141,205)
Board Giving	450,000	1.83%	450,000	1.89%	-
Estate Bequests	51,720	0.21%	1,542,287	6.49%	(1,490,567)
<b>TOTAL REVENUES</b>	<b>24,544,891</b>	<b>100.00%</b>	<b>23,750,164</b>	<b>100.00%</b>	<b>794,727</b>

\* Based on budgeted attendance for FYE 2019 of 935,000 and projected attendance for FYE 2018 of 925,000

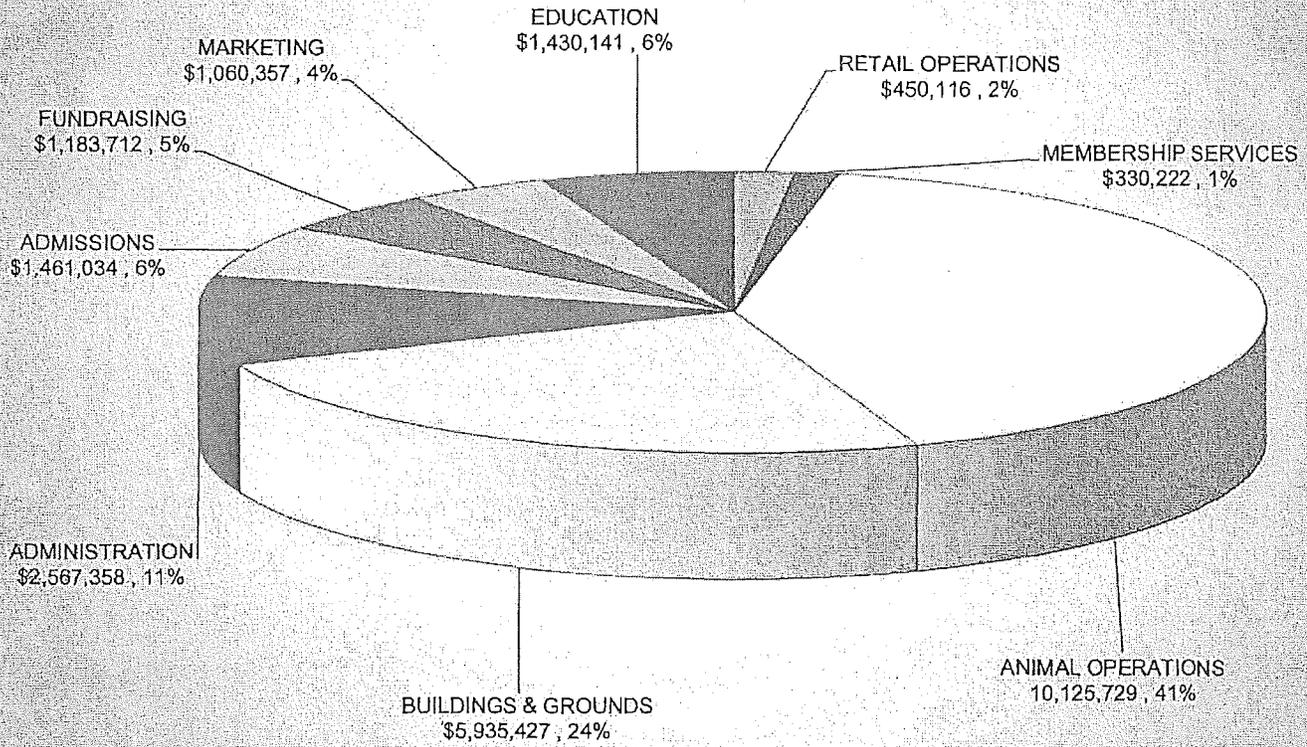
SF Zoological Society FY 2018-19 Budget  
Assumptions

SAN FRANCISCO ZOOLOGICAL SOCIETY  
FISCAL YEAR 2018-2019 OPERATING BUDGET  
EXPENSES

- FISCAL YEAR 2018-2019 BUDGET \$24.5M
- FISCAL YEAR 2017-2018 ACTUAL \$23.8M

SF Zoological Society FY 2018-19 Budget  
Assumptions

## SAN FRANCISCO ZOO - BUDGETED EXPENSES FISCAL YEAR 2019



SF Zoological Society FY 2018-19 Budget  
Assumptions

	Budget FYE 2019		Projected FYE 2018		Incr<Decr>
	Amount	% of Revenue	Amount	% of Revenue	
<b>EXPENSES</b>					
Animal Division	10,125,729	41.25%	10,080,035	42.45%	(45,694)
Building & Grounds	5,935,427	24.18%	5,394,280	22.71%	(541,147)
General & Administration	2,567,358	10.46%	2,551,656	10.74%	(15,702)
Admissions	1,461,034	5.95%	1,589,768	6.69%	128,734
Education	1,430,141	5.83%	1,169,281	4.92%	(260,860)
Marketing	1,060,357	4.32%	857,010	3.61%	(203,347)
Fundraising	1,183,712	4.82%	1,224,907	5.16%	41,195
Retail Operations	450,116	1.83%	421,106	1.77%	(29,010)
Membership	330,222	1.35%	478,300	2.01%	148,078
<b>TOTAL EXPENSES</b>	<b>24,544,096</b>	<b>100.00%</b>	<b>23,766,343</b>	<b>100.08%</b>	<b>(777,753)</b>

SF Zoological Society FY 2018 29 Budget  
Assumptions

## Leger, Cheryl (BOS)

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**From:** SOTF, (BOS)  
**Sent:** Wednesday, September 4, 2019 9:23 AM  
**To:** 'Justin Barker'; 'vitusl@sfzoo.org'; 'tanyap@sfzoo.org'; 'Ray Hartz Jr'; Blackman, Sue (LIB); 'javeriaj@advancingjustice-alc.org'; Waaland, Kathryn (POL); 'matrixfrog@gmail.com'; 'paulavanderwaerdt@gmail.com'; Kositsky, Jeff (HOM); 'peter dolan'; Quezada, Randolph (PRT); '72902-46637773@requests.muckrock.com'; COTE, JOHN (CAT); RUSSI, BRAD (CAT)  
**Subject:** SOTF - Notice of Appearance - Compliance and Amendments Committee; September 24, 2019 4:30 p.m.

Good Morning:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Compliance and Amendments Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

**Date:** September 24, 2019

**Location:** City Hall, Room 408

**Time:** 4:30 p.m.

**Complainants:** Your attendance is required for this meeting/hearing.

**Respondents/Departments:** Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

**Complaints:**

### **Documentation (evidence supporting/disputing complaint)**

**File No. 19048: Hearing on the Status of the Order of Determination:** Complaint filed by Justin Barker against the San Francisco Zoo for violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 16117: Hearing on the Status of the Order of Determination:** Complaint filed by Ray Hartz against City Librarian Luis Herrera and the Public Library for violating Administrative Code (Sunshine Ordinance), Section 67.29-6, by failing to disclose the amount and source of all outside funds or services worth more than one hundred dollars in aggregate, accepted by the Public Library for the purpose of carrying out or assisting any City function, on their website.

**File No. 19017: Hearing on the Status of the Order of Determination:** Complaint filed by Elica Vafaie, Asian Americans Advancing Justice, Asian law Caucus, Jeffrey Wang, Council on American-Islamic Relations, San Francisco Bay Area, Alan Schlosser No. CA American Civil Liberties Union of Northern California against Lt. Kathryn Waaland and the Police Department for violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 19083:** Complaint filed by Tyler Breisacher against the Police Department for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 19080:** Complaint filed by Paul A. Vander Waerd against the Dept. of Homelessness and Supportive Housing for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.25 for failing to respond to an Immediate Disclosure Request in a timely manner.

**File No. 19087:** Complaint filed by Peter Dolan against the San Francisco Port for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.25, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

**File No. 19089:** Complaint filed by Anonymous against Dennis Herrera, Bradley Russi and the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(d), by failing to respond to a public records request in a timely and/or complete manner.

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). *For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, September 17, 2019.*

Cheryl Leger  
Assistant Clerk, Board of Supervisors  
Tel: 415-554-7724

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## Leger, Cheryl (BOS)

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**From:** SOTF, (BOS)  
**Sent:** Wednesday, July 17, 2019 11:36 AM  
**To:** Ray Hartz Jr; Yee, Norman (BOS); Ng, Wilson (BOS); Calvillo, Angela (BOS); Library Users Association; Lambert, Michael (LIB); Blackman, Sue (LIB); mjwardell@usfca.edu; sfneighborhoods.net; Corgas, Christopher (ECN); Thompson, Marianne (ECN); Goldberg, Jonathan (DPW); Steinberg, David (DPW); Justin Barker; vitusl@sfzoo.org; tanyap@sfzoo.org  
**Cc:** Lee, Ivy (BOS); Low, Jen (BOS); Mahogany, Honey (BOS); Mchugh, Eileen (BOS)  
**Subject:** SOTF - Notice of Appearance - Sunshine Ordinance Task Force: August 7, 2019, 4:00 p.m.

Good Morning:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

**Date:** August 7, 2018

**Location:** City Hall, Room 408

**Time:** 4:00 p.m.

**Complainants:** Your attendance is required for this meeting/hearing.

**Respondents/Departments:** Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

**Complaints:**

**File No. 19042:** Complaint filed by Ray Hartz against Norman Yee, President of the Board of Supervisors, for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.16, by failing to place his 150-word summaries in the meeting minutes (Board of Supervisors April 30, 2019 meeting).

**File No. 19043:** Complaint filed by Ray Hartz against Angela Calvillo, Clerk of the Board of Supervisors, for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.15(d), by failing to place his 150-word summaries as submitted to the Board of Supervisors "in the minutes."

**File No. 19004:** Complaint filed by Library Users Association against the Acting City Librarian, Michael Lambert and Sue Blackman, Library Commission Secretary, for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a request for public records in a timely and/or complete manner.

**File No. 19012:** Complaint filed by the Library Users Association against President Dr. Mary Wardell-Ghirarduzzi and the Public Library Commission for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.15, by failing to allow public speakers to speak on an item before the body at a regular or special meeting for up to three minutes.

**File No. 19031:** Complaint filed by Mark Sullivan against Chris Corgas and the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.1(a)(c)(d)(g), by failing to allow access to records; 67.5 by failing to require that meetings be open and public and 67.32 by failing the provision of services to other agencies.

**File No. 19032:** Complaint filed by Mark Sullivan against Jonathan Goldberg, David Steinberg and Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21(a)(c)(d)(g), by failing to respond to a public records request in a timely and/or complete manner; 67.5 requiring that meetings be open and public and 67.32 provision of services to other agencies.

**File No. 19048:** Complaint filed by Justin Barker against the San Francisco Zoo for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 16117:** Complaint filed by Ray Hartz against City Librarian Luis Herrera and the Public Library for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.29-6, by failing to disclose the amount and source of all outside funds or services worth more than one hundred dollars in aggregate, accepted by the Public Library for the purpose of carrying out or assisting any City function, on their website.

#### **Documentation (evidence supporting/disputing complaint)**

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). *For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, July 31, 2019.*

Cheryl Leger  
Assistant Clerk, Board of Supervisors  
Tel: 415-554-7724

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**Leger, Cheryl (BOS)**

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**From:** Justin Barker <justinmbarker@gmail.com>  
**Sent:** Monday, July 8, 2019 12:11 PM  
**To:** SOTF, (BOS)  
**Subject:** Re: SOTF - Compliance and Amendments Committee; June 18, 2019 hearing; 4:30 pm

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello Cheryl

I wanted to check in with you about the next steps for my complaint against the SF Zoo.

Best

Justin

On Thu, Jun 13, 2019 at 10:47 AM SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> wrote:

Dear Parties:

The agenda packet for the June 18, 2019, Compliance and Amendments Committee, 4:30 pm hearing is available online at the following link:

[https://sfgov.org/sunshine/sites/default/files/cac061819\\_agenda.pdf](https://sfgov.org/sunshine/sites/default/files/cac061819_agenda.pdf)

The packet material is linked to each item listed on the agenda mark with an "attachment". Click anywhere on the title of the item to open the link to the pdf of the packet material in question.

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724



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## Leger, Cheryl (BOS)

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**From:** SOTF, (BOS)  
**Sent:** Tuesday, June 11, 2019 8:26 AM  
**To:** Justin Barker  
**Subject:** RE: SOTF - Notice of Hearing - Compliance and Amendments Committee; DATE June 18, 2019 4:30 p.m.

Dear Mr. Barker:

You should be prepared to give a five minute synopsis of your complaint and to answer questions from the Committee. As for the media, this is an open committee meeting, yes, they can attend.

Cheryl Leger  
Assistant Clerk, Board of Supervisors  
Tel: 415-554-7724



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---

**From:** Justin Barker <justinmbarker@gmail.com>  
**Sent:** Monday, June 10, 2019 10:24 AM  
**To:** SOTF, (BOS) <sotf@sfgov.org>  
**Subject:** Re: SOTF - Notice of Hearing - Compliance and Amendments Committee; DATE June 18, 2019 4:30 p.m.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Thank you, Cheryl,

I appreciate you getting this on the agenda.

Two Questions

Is there more information you can provide about what I should be planning for?

Is the media allowed to attend/ film this meeting?

On Fri, Jun 7, 2019 at 10:50 AM SOTF, (BOS) <sotf@sfgov.org> wrote:

Good Morning:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Compliance and Amendments Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: June 18, 2019

Location: City Hall, Room 408

Time: 4:30 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

**File No. 18079:** Complaint filed by Ellen Tsang against Lily Madjus and the Department of Building Inspection (DBI) for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 18072:** Complaint filed by Joshua Klipp against the Recreation and Parks Department for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 18095:** Complaint filed by Sandra Weese against Kevin Guy and the Office of Short- Term Rentals for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

**File No. 19048:** Complaint filed by Justin Barker against the San Francisco Zoo for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 19039:** Complaint filed by Annmarie Mabbutt against the Fine Arts Museums and Members of Board of Trustees of for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.5, 67.6, 67.7 (a)(d) by failing to make the meeting open to the public and failing to properly post a meeting agenda; Section 67.13(a) by created barriers to attendance; Section 67.14(b) by failing to create an audio recording of the meeting; and Section 67.21, by failing to respond to a request for public records in a timely and/or complete manner.

#### **Documentation (evidence supporting/disputing complaint)**

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). *For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, June 11, 2019.*

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724

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## Leger, Cheryl (BOS)

---

**From:** SOTF, (BOS)  
**Sent:** Friday, June 7, 2019 10:51 AM  
**To:** Ellen Tsang; Madjus, Lily (DBI); jklipp@yahoo.com; Lin-Wilson, Tiffany (REC); Pawlowsky, Eric (REC); Sandra Weese; Putra, Adrian (CPC); justinmbarker@gmail.com; vitusl@sfzoo.org; tanyap@sfzoo.org; Melissa Powers; Anmarie Mabbutt  
**Subject:** SOTF - Notice of Hearing - Compliance and Amendments Committee; DATE June 18, 2019 4:30 p.m.

Good Morning:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Compliance and Amendments Committee to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: June 18, 2019

Location: City Hall, Room 408

Time: 4:30 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

**File No. 18079:** Complaint filed by Ellen Tsang against Lily Madjus and the Department of Building Inspection (DBI) for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

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**File No. 19048:** Complaint filed by Justin Barker against the San Francisco Zoo for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 19039:** Complaint filed by Anmarie Mabbutt against the Fine Arts Museums and Members of Board of Trustees of for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.5, 67.6, 67.7 (a)(d) by failing to make the meeting open to the public and failing to properly post a meeting agenda; Section 67.13(a) by created barriers to attendance; Section 67.14(b) by failing to create an audio recording of the meeting; and Section 67.21, by failing to respond to a request for public records in a timely and/or complete manner.

## Documentation (evidence supporting/disputing complaint)

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). *For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, June 11, 2019.*

Cheryl Leger  
Assistant Clerk, Board of Supervisors  
Tel: 415-554-7724

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## Leger, Cheryl (BOS)

---

**From:** SOTF, (BOS)  
**Sent:** Tuesday, June 11, 2019 8:26 AM  
**To:** Justin Barker  
**Subject:** RE: SOTF - Notice of Hearing - Compliance and Amendments Committee; DATE June 18, 2019 4:30 p.m.

Dear Mr. Barker:

You should be prepared to give a five minute synopsis of your complaint and to answer questions from the Committee. As for the media, this is an open committee meeting, yes, they can attend.

Cheryl Leger  
Assistant Clerk, Board of Supervisors  
Tel: 415-554-7724



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---

**From:** Justin Barker <[justinmbarker@gmail.com](mailto:justinmbarker@gmail.com)>  
**Sent:** Monday, June 10, 2019 10:24 AM  
**To:** SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)>  
**Subject:** Re: SOTF - Notice of Hearing - Compliance and Amendments Committee; DATE June 18, 2019 4:30 p.m.

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Thank you, Cheryl,

I appreciate you getting this on the agenda.

Two Questions

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Is the media allowed to attend/ film this meeting?

On Fri, Jun 7, 2019 at 10:50 AM SOTF, (BOS) <[sotf@sfgov.org](mailto:sotf@sfgov.org)> wrote:

Good Morning:

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Date: June 18, 2019

Location: City Hall, Room 408

Time: 4:30 p.m.

Complainants: Your attendance is required for this meeting/hearing.

Respondents/Departments: Pursuant to Section 67.21 (e) of the Ordinance, the custodian of records or a representative of your department, who can speak to the matter, is required at the meeting/hearing.

Complaints:

**File No. 18079:** Complaint filed by Ellen Tsang against Lily Madjus and the Department of Building Inspection (DBI) for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 18072:** Complaint filed by Joshua Klipp against the Recreation and Parks Department for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 18095:** Complaint filed by Sandra Weese against Kevin Guy and the Office of Short- Term Rentals for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner.

**File No. 19048:** Complaint filed by Justin Barker against the San Francisco Zoo for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 19039:** Complaint filed by Annmarie Mabbutt against the Fine Arts Museums and Members of Board of Trustees of for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.5, 67.6, 67.7 (a)(d) by failing to make the meeting open to the public and failing to properly post a meeting agenda; Section 67.13(a) by created barriers to attendance; Section 67.14(b) by failing to create an audio recording of the meeting; and Section 67.21, by failing to respond to a request for public records in a timely and/or complete manner.

**Documentation (evidence supporting/disputing complaint)**

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure). *For inclusion into the agenda packet, supplemental/supporting documents must be received by 5:00 pm, June 11, 2019.*

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724



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## Leger, Cheryl (BOS)

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**From:** SOTF, (BOS)  
**Sent:** Monday, May 13, 2019 4:40 PM  
**To:** vitrusL@sfzoo.org; tanyap@sfzoo.org  
**Cc:** justinmbarker@gmail.com  
**Subject:** SOTF - Complaint Filed with the Sunshine Ordinance Task Force - File No. 19048  
**Attachments:** SOTF - Complaint Procedure 2018-12-05 FINAL.pdf; 19048.pdf

Good Afternoon:

Vitrus C.W. Leung, Tanya Peterson and the San Francisco Zoo have been named as Respondents in the attached complaint filed with the Sunshine Ordinance Task Force. Please respond to the following complaint/request within five business days.

**The Respondent is required to submit a written response to the allegations including any and all supporting documents, recordings, electronic media, etc., to the Task Force within five (5) business days of receipt of this notice.** This is your opportunity to provide a full explanation to allow the Task Force to be fully informed in considering your response prior its meeting.

Please include the following information in your response if applicable:

1. List all relevant records with descriptions that have been provided pursuant to the Complainant request.
2. Date the relevant records were provided to the Complainant.
3. Description of the method used, along with any relevant search terms used, to search for the relevant records.
4. Statement/declaration that all relevant documents have been provided, does not exist, or has been excluded.
5. Copy of the original request for records (if applicable).

Please refer to the File Number when submitting any new information and/or supporting documents pertaining to this complaint.

The Complainant alleges:  
*Complaint Attached.*

Cheryl Leger  
Assistant Clerk, Board of Supervisors  
Tel: 415-554-7724



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*Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to*

