

## **FRESNO COUNTY ZOO AUTHORITY**

### **MEETING**

**9:00 AM, Wednesday, August 27, 2014**

Fresno County Employees' Retirement Association

1111 H Street, Fresno, CA 93721

(559) 457-0681

### **AGENDA**

1. Call to Order
2. Public Comments  
This time is made available to receive comments from the public on matters within the Board's jurisdiction that are not on the Agenda. Attention is called to the fact that the Board is prohibited from taking any action on matters that are not on the Agenda. Members of the public are limited to three minutes to speak during Public Comments as well as for each item on the agenda. In order to accurately record the minutes, members of the public are asked to speak only from the podium. Before beginning comments, please state for the record your name and affiliation, if any.
3. Consent Agenda  
These matters are routine in nature and are usually approved by a single vote. Prior to action by the Board, the public will be given the opportunity to remove any item from the Consent Calendar. Items removed from the Consent Calendar may be heard immediately following approval of the Consent Calendar.
  - a. Review and approve minutes of two meetings held June 25, 2014
  - b. Review and approve payment of County of Fresno invoice for Professional and Specialized Services in the amount of \$20,426.06 for June and July 2014
  - c. Receive Treasurer's Reports for June 2014, the Quarter ended June 30, 2014 and July 2014
  - d. Approve and authorize Chairman to sign *Amendment 1 to Agreement Regarding Procedures for Distribution of Tax Revenue to the Chaffee Zoo*
4. Receive Fresno Chaffee Zoo Director's Report
5. Receive Fresno Chaffee Zoo Finance Director's report
6. Approve Fresno's Chaffee Zoo Corporation Fiscal Year 2014 Amended Operations budget

7. Approve Fresno's Chaffee Zoo Corporation request to roll over Measure Z Capital funds totaling \$297,657
8. Adopt Resolution concurring with proposed amendment to Fresno's Chaffee Zoo Corporation's Policy on the Procurement of Goods and Services, Including the Bidding & Selection Process for Construction Projects.
9. Authorize Chair to sign *Agreement Regarding Maintenance Of Retention Payments By Zoo Corporation*
10. Discuss Biennial Conflict of Interest Code Review, the Zoo Authority's 2012 Code, and Board of Supervisors' comments regarding disclosure categories; and,
  - a. If amendments are not needed, authorize Chair to sign the 2014 Local Agency Biennial Notice, or
  - b. If amendments are needed, authorize Chair to sign the 2014 Local Agency Biennial Notice and provide direction to staff to return with draft revised code for adoption.
11. Discuss and provide direction to staff regarding development of policy requiring review of contracts by Board of Supervisors or before approval by Zoo Authority.
12. Approve transfer of \$13,962 within the FY 2013-14 Zoo Authority Administrative Organization 9810 budget from Appropriations for Contingencies to Professional and Specialized Services
13. Receive staff reports
  - a. Zoo Authority-ZooCorp agreement for actual cost of November 2014 election
  - b. Annual report development
14. Confirm next meeting date(s)  
Approved meeting dates include: September 24, 2014  
October 29, 2014  
November 26, 2014
15. Chair's comments
16. Board Member comments
17. Adjourn

All supporting documentation is available for public review in the office of the Fresno County Zoo Authority, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, 93721, during regular business hours.

For further information, please contact Catherine Crosby, Zoo Authority Coordinator, at 600-4305, email [zooauthority@co.fresno.ca.us](mailto:zooauthority@co.fresno.ca.us), or visit [www.zooauthority.org](http://www.zooauthority.org).

Requests for disability-related modification or accommodation needed in order to participate in the meeting must be made to the Zoo Authority Coordinator no later than 9:00 a.m. on the day prior to the meeting.



**FRESNO COUNTY ZOO AUTHORITY**

**MEETING**

**9:00 am, Wednesday, June 25, 2014**

Fresno County Employees' Retirement Association

1111 H Street, Fresno, CA 93721

(559) 457-0681

**ACTION SUMMARY MINUTES**

**1. Call to Order**

**CHAIRMAN HERZOG CALLED THE MEETING TO ORDER AT 9:02 AM. A QUORUM OF MEMBERS JOHN GRAY, GERALD LYLES, OLIVER BAINES; KENT STRATFORD, PAUL TOSTE, RALPH WATERHOUSE, AND THE CHAIRMAN WERE PRESENT.**

**COORDINATOR CATHY CROSBY INFORMED THE MEMBERS THAT WHILE MEMBERS AND THE MEETING LOCATION DID RECEIVE THE CORRECT AGENDA, DUE TO AN ERROR IN POSTING THE AGENDA TO THE WEBSITE, ITEM 7 WAS NOT INCLUDED, BUT WOULD BE HEARD AT A SPECIAL MEETING TO BE HELD AT 10:30 AM, FOLLOWING THIS MEETING.**

**2. Public Comments**

This time is made available to receive comments from the public on matters within the Board's jurisdiction that are not on the Agenda. Attention is called to the fact that the Board is prohibited from taking any action on matters that are not on the Agenda. Members of the public are limited to three minutes to speak during Public Comments as well as for each item on the agenda. In order to accurately record the minutes, members of the public are asked to speak only from the podium. Before beginning comments, please state for the record your name and affiliation, if any.

**PUBLIC COMMENTS WERE RECEIVED FROM CITIZEN LISA FLORES AND ATTORNEY RICHARD HARRIMAN.**

**IN RESPONSE TO MR. HARRIMAN, MR. LYLES STATED HE WAS NOT ON THE CAMPAIGN COMMITTEE.**

3. Consent Agenda

These matters are routine in nature and are usually approved by a single vote. Prior to action by the Board, the public will be given the opportunity to remove any item from the Consent Calendar. Items removed from the Consent Calendar may be heard immediately following approval of the Consent Calendar.

- a. Review and approve minutes of April 30, 2014
- b. Review and approve payment of County of Fresno invoice for Professional and Specialized Services in the amount of \$31,985.54 for April and May 2014
- c. Receive Treasurer's Reports for April and May 2014

**APPROVED -- PT/JG**

4. Receive Fresno Chaffee Zoo audit report from Moore, Grider & Co.

**KELLI STEEL, AUDIT MANAGER OF MOORE, GRIDER & CO REPORTED AN UNQUALIFIED OPINION HAD BEEN ISSUED, THERE WERE NO FINDINGS, MEASURE Z CLAIM FORMS WERE REVIEWED, FUNDS ARE BEING TRACKED SEPARATELY, AND NO DEFICIENCIES WERE FOUND.**

5. Receive Fresno Chaffee Zoo Director's Report

**DIRECTOR SCOTT BARTON STATED THAT HE WAS ON THE CAMPAIGN COMMITTEE AND COULD REPORT THAT MEMBER LYLES WAS NOT ON IT. HE REPORTED ON DREAM NIGHT, A FREE NIGHT FOR SPECIAL NEEDS CHILDREN AND FAMILIES; THREE RED WOLF PUPS, NOW EXTINCT IN THE WILD IN THE SOUTH-EASTERN US, WERE BORN MAY 18 AND ON VIEW; THE TIGER CUBS WILL BE KEPT ONE TO TWO YEARS BEFORE SENDING TO OTHER ZOOS AND THE PLAN IS TO KEEP ONE OR TWO HERE TO CONTINUE THE BREEDING PROGRAM.**

**DR. GRAY ASKED ABOUT THE CAMPAIGN BUDGET. MR BARTON STATED THAT THOSE FUNDS WOULD REMAIN IN THE BUDGET AND ON ATTORNEY'S ADVICE, BE USED TO PROMOTE THE ZOO, NOT THE RENEWAL CAMPAIGN. HE STATED THAT THE CAMPAIGN COMMITTEE HAS AN ENTIRELY SEPARATE STAFF AND BUDGET FROM THE ZOOCORP, AND ZOOCORP FUNDS ARE NOT NEEDED. CHAIRMAN HERZOG URGED MONTHLY REPORTING IN AN EFFORT TO BE TRANSPARENT. MEMBER TOSTE URGED CHANGING THE BUDGET TO ELIMINATE THE DISTRACTION.**

**MEMBER WATERHOUSE ASKED FOR THE NAME AND ADDRESS FOR DONATIONS. MR. BARTON PROVIDED: KEEP OUR ZOO, 6084 N. FIGARDEN DR. #214 FRESNO, CA 93722.**

**MR LYLES COMMENTED ON THE CHANGE IN BOS POLICY THAT HAS CAUSED THE "SCRAMBLE BACKWARDS" OVER THINGS THAT WERE ALLOWABLE AS PER THE 2004 ORDINANCE, AND THAT TIME SHOULD BE ALLOWED TO MAKE NEEDED CHANGES TO DOCUMENTS WITHOUT UNNECESSARY SUSPICION. COUNSEL WILLE POINTED OUT THAT THE ZOOCORP CONTRACT WITH THE AUTHORITY ALREADY PROVIDES THAT ANY AMENDMENTS TO THEIR BUDGET BE BROUGHT BACK TO THE AUTHORITY.**

**PUBLIC COMMENTS WERE RECEIVED FROM MR HARRIMAN.**

6. Receive Fresno Chaffee Zoo Finance Director's report  
**BRIAN GOLDMAN REPORTED THAT AS OF JUNE 24, 2014, OVERALL INCOME WAS 2% GREATER THAN LAST YEAR. SELF-GENERATED REVENUE AND ATTENDANCE INCOME WERE 4% AND 9% AHEAD OF LAST YEAR, RESPECTIVELY, AND THAT PERSONNEL AND OPERATING EXPENSES WERE 8% AND 10%, UNDER THE YEAR-TO-DATE BUDGET. HE STATED THAT BUDGETS ARE TYPICALLY NOT AMENDED, RATHER FUNDS ARE RE-ALLOCATED, BASED ON FORECASTS, AND STARTING NEXT MONTH HE WILL ADD A COLUMN FOR FORECASTS. MEMBER TOSTE URGED AN AMENDMENT, EVEN IF UNUSUAL. MR. GOLDMAN STATED HE WOULD BRING THE MATTER TO THE ZOOCORP BOARD.**

**CHAIRMAN HERZOG STATED THAT DUE TO ITS OMISSION TO THE POSTED AGENDA ON THE ZOO AUTHORITY WEBSITE, ITEM 7 WOULD BE HEARD DURING A SPECIAL MEETING TO BE HELD AT 10:30, OR AS SOON THEREAFTER AS POSSIBLE.**

- ~~7. Discuss current status and possible options for management of subcontractor's retention funds for Africa Adventure and for future projects' retention and payments; and,~~  
~~a. Direct staff to pay retention funds withheld to date for African Adventure and for each future African Adventure claim; and/or,~~  
~~b. Direct staff to return with additions for possible adoption that address retention to the Authority's Procedures for Approving and Administering Measure Z Funds.~~
8. Receive verbal report from Zoo Authority Coordinator regarding:
- c. Board of Supervisor's adoption of resolution placing Zoo Authority Ordinance 2014-01 on November 2014 ballot; and
  - d. Board of Supervisors' request that Zoo Authority and Zoo Corporation consider certain amendments to Agreement Regarding Procedures For Distribution of Tax Revenue to the Chaffee Zoo; and
  - e. Board of Supervisors' request that Zoo Authority consider change in policy to require presentation of proposed amendments to agreements with Zoo Corporation and amendments to Zoo Authority bylaws to Board of Supervisors prior to approval.

**COORDINATOR CATHY CROSBY REPORTED ON THE JUNE 17, 2014 PRESENTATION OF THE MEASURE Z ORDINANCE TO THE BOARD OF SUPERVISORS (BOS); THEIR CONCERNS REGARDING CONFLICT OF INTEREST REPORTING BY THE ZOO AUTHORITY; AND FIRST APPROVING AN AMENDED ZOO AUTHORITY/ZOOCORP AGREEMENT OR CHANGES TO ZOO AUTHORITY BYLAWS.**

**CHAIRMAN HERZOG, WHO HAD PRESENTED THE MEASURE Z EXTENSION ITEM TO THE BOS, ENQUIRED ABOUT A HIGHER LEVEL OF REPORTING FOR THE AUTHORITY. COUNSEL WILLE SAID STAFF WOULD REPORT ON IT AT THE NEXT MEETING AND ALSO STATED THAT REVISING THE 2005 AGREEMENT WITH THE ZOOCORP WAS NOT NECESSARY, BUT LANGUAGE COULD BE ADDED IF MEMBERS DETERMINED IT WAS APPROPRIATE. CHAIRMAN HERZOG DIRECTED COUNSEL WILLE TO WORK WITH THE ZOOCORP ON AMENDING THE AGREEMENT.**

**CHAIRMAN HERZOG INFORMED THE MEMBERS THAT HE HAD AGREED TO BRING THE SUPERVISOR'S REQUESTS TO THE AUTHORITY FOR CONSIDERATION, INCLUDING THE REQUEST TO INCLUDE IN THE AUTHORITY'S BYLAWS THE REQUIREMENT THAT ANY CONTRACT CHANGES WITH THE ZOOCORP WOULD NEED TO BE FIRST**

**APPROVED BY THE BOS. THE IDEA WAS NOT FAVORABLY RECEIVED BY MEMBERS. CHAIRMAN HERZOG STATED THAT THE MATTER HAD RESULTED FROM PEOPLE THAT MADE ILL-FOUNDED AND ILL-MOTIVATED ACCUSATIONS TO THE BOS TO CREATE FEAR. WITH THE CHAIR'S DIRECTION, COUNSEL WILLE IS TO PROVIDE AN OPINION BEFORE THE NEXT MEETING AND INCLUDE THE MATTER ON THE AGENDA FOR DISCUSSION.**

**PUBLIC COMMENTS WERE RECEIVED FROM MR. HARRIMAN.**

9. Receive staff reports
  - a. Biennial review of Conflict of Interest Code  
**AS DISCUSSED DURING ITEM 8, MS. CROSBY STATED THE ITEM WOULD BE REVIEWED BY STAFF AND ADDRESSED AT THE NEXT MEETING.**
  - b. Direction for Annual report development  
**MS. CROSBY REPORTED ON THE ESTIMATED COST AND RECEIVED DIRECTION TO PROCEED WITH DEVELOPMENT OF THE ANNUAL REPORT.**
10. Adopt revised meeting calendar, or set next meeting date(s)  
Adopted meeting dates include: July 30, 2014  
August 27, 2014  
September 24, 2014  
October 29, 2014

**MEMBERS APPROVED ELIMINATING THE JULY 30<sup>TH</sup> DATE AND HOLDING THE NEXT MEETING ON AUGUST 27, 2014. -- PT/JG**

11. Chair's comments  
**CHAIRMAN HERZOG THANKED FELLOW BOARD MEMBERS FOR SHARING THEIR COMMENTS DURING THE EARLIER ITEMS.**

12. Board Member comments  
**HELD; NONE RECEIVED.**

13. Adjourn  
**THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 10:17 AM.**

All supporting documentation is available for public review in the office of the Fresno County Zoo Authority, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, 93721, during regular business hours.

For further information, please contact Catherine Crosby, Zoo Authority Coordinator, at 600-4305, email [zooauthority@co.fresno.ca.us](mailto:zooauthority@co.fresno.ca.us), or visit [www.zooauthority.org](http://www.zooauthority.org).

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**FRESNO COUNTY ZOO AUTHORITY**

**SPECIAL MEETING**

**10:30 am, Wednesday, June 25, 2014**

Fresno County Employees' Retirement Association

1111 H Street, Fresno, CA 93721

(559) 457-0681

**ACTION SUMMARY MINUTES**

1. Call to Order

**CHAIRMAN HERZOG CALLED THE MEETING TO ORDER AT 10:32 AM. A QUORUM OF MEMBERS JOHN GRAY, GERALD LYLES, OLIVER BAINES; KENT STRATFORD, PAUL TOSTE, RALPH WATERHOUSE, AND THE CHAIRMAN WERE PRESENT.**

2. Public Comments

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**PUBLIC COMMENTS WERE RECEIVED FROM ATTORNEY RICHARD HARRIMAN.**

3. Discuss current status and possible options for management of subcontractor's retention funds for Africa Adventure and for future projects' retention and payments; and,

- a. Direct staff to pay retention funds withheld to date for African Adventure and for each future African Adventure claim, and/or,
- b. Direct staff to return with additions for possible adoption that address retention to the Authority's Procedures for Approving and Administering Measure Z Funds.

**COORDINATOR CATHY CROSBY INTRODUCED THE ITEM. MEMBERS LYLES AND HERZOG COMMENTED THAT HOLDING RETENTION UNTIL PROJECT COMPLETION WAS COMMON WITH MOST PUBLIC PROJECTS. JON WHELESS, ZOOCORP AFRICAN ADVENTURE PROJECT MANAGER, CONFIRMED THAT PUBLIC CONTRACTS HAVE THE OPTION OF SETTING UP AN ESCROW ACCOUNT, AND THAT THE ZOOCORP-HARRIS CONTRACT HAD BEEN MODELED ON CALIFORNIA STATE UNIVERSITY PUBLIC PROJECT CONTRACTS AND INCLUDED THE OPTION. TREASURER JEFF BLANKS CONFIRMED THAT NO RETENTION FUNDS HAD BEEN PAID ON CLAIMS TO THIS POINT. ZOO CORP COUNSEL DOUG LARSON STATED THAT INTEREST IS AN ISSUE, AND THE**

**ZOOCORP HAS THE SAME CONCERN AS THE AUTHORITY TO SEE THAT THE PROJECT IS COMPLETED BEFORE PAYING THE RETENTION.**

**MEMBER GRAY LEFT THE MEETING AT 10:55 AM.**

**SEVERAL POSSIBLE OPTIONS FOR HANDLING RETENTION WERE PROPOSED AND DISCUSSED. THE CONSENSUS OF THE BOARD WAS TO DIRECT THE TREASURER TO WITHHOLD RETENTION PAYMENTS UNTIL REQUESTED AT THE COMPLETION OF THE AFRICAN ADVENTURE PROJECT, AND TO DIRECT COUNSEL TO WORK WITH ZOOCORP COUNSEL LARSON TO DRAFT AN AGREEMENT FOR THE AFRICAN ADVENTURE RETENTION PAYMENT THAT INCLUDES REPORTING REQUIREMENTS. FURTHER DIRECTION WAS GIVEN TO COUNSEL TO DRAFT A POLICY ON RETENTION PAYMENT MANAGEMENT FOR FUTURE PROJECTS, AND TO HAVE BOTH AN AGREEMENT AND POLICY FOR THE BOARD AT THE NEXT MEETING.**

Adjourn

**THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 11:10 AM.**

All supporting documentation is available for public review in the office of the Fresno County Zoo Authority, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, 93721, during regular business hours.

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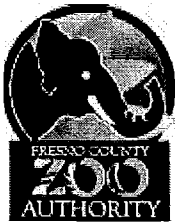
Invoice for Professional Services in Support of the Zoo Authority  
Billing Hours and Expenses for June and July 2014

Invoice Number 0607-ZOO-082714

June 25, 2014

TO: Zoo Authority Board  
c/o County of Fresno  
2220 Tulare St, 6th Floor MS 214  
Fresno, CA 93721

Department / Title	Hours	Rate*	Cost	Fiscal Year 14-15
<i>Financial Reporting &amp; Audits</i>				
<i>Division Chief</i>	1.00	\$104.36	\$104.36	
<i>Supervising Accountant</i>	30.00	\$89.40	\$2,457.84 *	
<i>Senior Accountant</i>	3.00	\$88.57	\$265.71	
<i>Accountant I</i>	53.50	\$65.80	\$3,366.91 *	
<i>Public Works &amp; Planning</i>				
<i>Analyst III</i>	136.40	\$63.10	\$8,606.84	
<i>County Counsel</i>				
<i>Sr. Deputy County Counsel</i>	49.60	\$113.00	\$5,604.80	
<b>Professional Services Total</b>	<b>273.50</b>		<b>\$20,406.46</b>	<b>\$20,406.46</b>
<i>Postage</i>			\$19.60	
<i>Office Supplies</i>			\$0.00	
<i>Copies</i>			0.00	
<b>Office Expense Total</b>			<b>\$19.60</b>	<b>\$19.60</b>
*Treasury staff rates increased with new FY; hours and costs include both new and old rates.				
			<b>\$20,426.06</b>	<b>\$20,426.06</b>
		<b>Invoice Total</b>		<b>FY 13-14 Total</b>



**Fresno County Zoo Authority  
Treasurer's Report  
Unaudited Cash Basis  
For the Quarter Ended June 30, 2014**

<b>Summary of Measure Z Proceeds</b>			
<b>Tax Proceeds Received:</b>			
- Measure Z - Sales Tax Proceeds			\$ 2,977,960.23
	<b>Total Proceeds Received:</b>		<b>\$ 2,977,960.23</b>
<b>Tax Proceeds Allocated:</b>			
- Allocation to Zoo Authority Fund (2%)			59,559.20
- Allocation to Trust Fund for Operations and Capital Projects (98%)			2,918,401.03
	<b>Total Proceed Allocations</b>		<b>\$ 2,977,960.23</b>
<b>Zoo Authority Fund &gt;&gt; Administrative Fund 2%</b>			
	<b>Beginning Balance</b>		<b>\$ 1,046,754.08</b>
<b>Receipts:</b>	- Measure Z Sales Tax Proceeds		59,559.20
	- Interest Received		3,209.82
<b>Disbursements:</b>	- Professional Services		(38,839.32)
	- Postage		(17.96)
	- Office Expenses		(241.85)
	- PeopleSoft Charges		(87.30)
	<b>Net Increase/(Decrease) to Cash</b>		<b>23,582.59</b>
	<b>Ending Cash Balance - Zoo Authority Administrative Fund</b>		<b>\$ 1,070,336.67</b>
<b>Trust Fund for Operations and Capital Projects 98%</b>			
	<b>Beginning Balance for Operations and Capital Projects</b>		<b>\$ 55,677,973.32</b>
<b>&gt;&gt; Operations Fund</b>			
	<b>Beginning Cash Balance</b>		<b>5,890,089.72</b>
<b>Receipts:</b>	- Measure Z Sales Tax Proceeds		972,800.34
	- Interest Received		17,179.79
<b>Disbursements:</b>	- FCZC Operations Claim # 2013-12 Dated 4/3/2014		(301,170.69)
	- FCZC Operations Claim # 2014-2 Dated 3/12/2014		(244,117.33)
	- FCZC Operations Claim # 2014-3 Dated 4/16/2014		(243,432.61)
	- FCZC Operations Claim # 2014-4 Dated 5/14/2014		(276,966.49)
	- FCZC Operations Claim # 2014-5 Dated 6/5/2014		(399,329.39)
	- Wire Fees		(50.00)
	<b>Net Increase/(Decrease) to Cash</b>		<b>(475,086.38)</b>
	<b>Ending Cash Balance - Available for Operations</b>		<b>\$ 5,415,003.34</b>
<b>&gt;&gt; Capital Facilities Project Fund</b>			
	<b>Beginning Balance</b>		<b>\$ 49,787,883.60</b>
<b>Receipts:</b>	- Measure Z Sales Tax Proceeds		1,945,600.69
	- Interest Received		156,340.61
<b>Disbursements:</b>	- FCZC Capital Projects Claim #2014-2C		(1,707,441.52)
	- FCZC Capital Projects Claim #2013-9C		(154,139.51)
	- FCZC Capital Projects Claim #2014-3C		(1,714,873.85)
	- FCZC Capital Projects Claim #2014-5C		(2,124,072.30)
	<b>Net Increase/(Decrease) to Cash</b>		<b>(3,598,585.88)</b>
	<b>Ending Cash Balance - Available for Capital Projects</b>		<b>46,189,297.72</b>
	<b>Ending Balance Available for Operations and Capital Projects</b>		<b>\$ 51,604,301.06</b>
	<b>Total Interest Received During the Quarter</b>		<b>176,730.22</b>

By Staff \_\_\_\_\_ Date \_\_\_\_\_

Accepted \_\_\_\_\_ Date \_\_\_\_\_

\* Interest receipts are recorded in the month received rather than in the month earned and were calculated on an annual percentage rate of 1.293 as of June 30, 2014.



**Fresno County Zoo Authority  
Treasurer's Report  
Unaudited Cash Basis  
For the Month Ended June 30, 2014**

Summary of Measure Z Proceeds			
Tax Proceeds Received:			
- Measure Z - Sales Tax Proceeds		\$	1,139,360.23
Total Proceeds Received:		\$	1,139,360.23
Tax Proceeds Allocated:			
- Allocation to Zoo Authority Fund (2%)			22,787.20
- Allocation to Trust Fund for Operations and Capital Projects (98%)			1,116,573.03
Total Proceed Allocations		\$	1,139,360.23
Cash Balance by Fund			
<b>Zoo Authority Fund</b>	<b>&gt;&gt; Administrative Fund</b>	<b>2%</b>	
	Beginning Cash Balance	\$	1,081,279.65
Receipts:	- Measure Z Sales Tax Proceeds		22,787.20
	- Interest Received		2,575.00
Disbursements:	- Professional Services		(36,045.37)
	- Postage		(17.96)
	- Office Expense		(241.85)
	Net Increase/(Decrease) to Cash		(10,942.98)
	<b>Ending Cash Balance - Zoo Authority Administrative Fund</b>	<b>\$</b>	<b>1,070,336.67</b>
	<b>Trust Fund for FCZC Operations and Capital Projects</b>	<b>98%</b>	
	Beginning Cash Balance	\$	52,871,947.01
	<b>&gt;&gt; Operations Fund</b>		
	Beginning Cash Balance		5,428,379.63
Receipts:	- Measure Z Sales Tax Proceeds		372,191.01
	- Interest Received		13,782.09
Disbursements:	- FCZC Operations Claim # 2014-5 Dated 6/5/2014		(399,329.39)
	- Wire Fees		(20.00)
	Net Increase/(Decrease) to Cash		(13,376.29)
	<b>Ending Cash Balance - Available for Operations</b>	<b>\$</b>	<b>5,415,003.34</b>
	<b>&gt;&gt; Capital Facilities Project Fund</b>		
	Beginning Cash Balance	\$	47,443,567.38
Receipts:	- Measure Z Sales Tax Proceeds		744,382.02
	- Interest Received		125,420.62
Disbursements:	- FCZC Capital Projects Claim #2014-5C		(2,124,072.30)
	Net Increase/(Decrease) to Cash		(1,254,269.66)
	<b>Ending Cash Balance - Available for Capital Projects</b>		<b>46,189,297.72</b>
	<b>Ending Balance Available for Operations and Capital Projects</b>	<b>\$</b>	<b>51,604,301.06</b>
	<b>Total Interest Received During the Month</b>		<b>141,777.71</b>

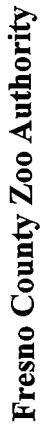
By Staff \_\_\_\_\_

Date \_\_\_\_\_

Accepted \_\_\_\_\_

Date \_\_\_\_\_

\* Interest receipts are recorded in the month received rather than in the month earned and were calculated on an annual percentage rate of 1.293 as of June 30, 2014.



	PRIOR FISCAL YEARS												CURRENT FISCAL YEAR									
													2013-2014									
	2005-2006		2006-2007		2007-2008		2008-2009		2009-2010		2010-2011		2011-2012		2012-2013		2013-2014					
	ACTUAL	TAX RECEIPTS	ACTUAL	TAX RECEIPTS	ACTUAL	TAX RECEIPTS	ACTUAL	TAX RECEIPTS	ACTUAL	TAX RECEIPTS	ACTUAL	TAX RECEIPTS	ACTUAL	TAX RECEIPTS	ACTUAL	TAX RECEIPTS	ACTUAL	TAX RECEIPTS	BUDGETED TAX RECEIPTS	ACTUAL TAX RECEIPTS	BUDGET TO ACTUAL VARIANCE	
July	\$ 700,400	\$	671,500	\$	819,900	\$	813,500	\$	671,700	\$	659,300	\$	719,800	\$	826,000	\$	867,300	\$	903,500	\$	36,200	4.17%
August	933,800		895,400		1,093,200		1,084,700		885,300		857,600		921,200		1,033,100		1,084,755		1,106,000		21,245	1.96%
September	764,524		1,453,498		1,060,279		930,087		810,940		895,691		1,057,603		1,028,369		1,079,787		1,097,605		17,818	1.65%
October	705,400		679,300		853,500		792,200		678,000		677,000		694,100		850,500		893,025		857,400		(35,625)	-3.99%
November	940,500		1,471,000		1,138,000		1,056,300		743,300		879,500		878,500		1,056,800		1,109,640		1,143,200		33,560	3.02%
December	1,324,459		1,047,118		827,112		872,815		971,061		932,350		1,240,028		1,083,021		1,137,172		1,076,977		(60,195)	-5.29%
January	676,000		813,700		831,200		766,900		719,900		710,700		770,100		799,900		839,895		836,700		(3,195)	-0.38%
February	901,300		1,081,800		1,108,200		841,000		944,000		919,900		978,600		1,086,700		1,141,035		1,101,200		(39,835)	-3.49%
March	1,319,000		905,577		762,907		959,801		628,563		821,858		1,006,649		1,021,734		1,072,821		1,113,584		40,763	3.80%
April	678,900		748,000		699,000		652,000		594,300		618,400		716,100		846,500		888,825		788,000		(100,825)	-11.34%
May	905,200		997,300		932,000		860,800		847,200		876,500		897,100		1,493,700		916,595		1,050,600		134,005	14.62%
June	1,113,269		900,178		1,026,580		730,781		821,511		963,040		1,191,689		1,015,391		916,595		1,139,360		222,765	24.30%
Total	\$ 10,962,752	\$	11,664,371	\$	11,151,878	\$	10,360,884	\$	9,315,775	\$	9,811,839	\$	11,071,469	\$	12,141,715	\$	11,947,445	\$	12,214,126	\$	266,681	2.23%

TOTAL MEASURE Z PROCEEDS FROM INCEPTION	\$ 99,396,662
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**Fresno County Zoo Authority**  
**Receipt of Interest**  
**Unaudited Cash Basis**  
**For the Quarter Ended**  
**June 30, 2014**

Summary of Quarter Four Interest Receipts					
Fund	Subclass	Description	1st Alloc. April	2nd Alloc. June	Interest Received
4845	10000	Zoo Authority	\$ 634.82	\$ 2,575.00	\$ 3,209.82
4850	10000	FCZC - Operations	3,397.70	13,782.09	\$ 17,179.79
4850	42700	FCZC - CP	30,919.99	125,420.62	\$ 156,340.61
<b>Total</b>			<u>\$ 34,952.51</u>	<u>\$ 141,777.71</u>	<u>\$ 176,730.22</u>



# **Fresno County Zoo Authority Capital Projects Fund Cash Flow For the Month Ended June 30, 2014**

**Cash Balance as of 6/30/2014** \$ 46,189,298

**ADDITIONS:**

\*Estimated Revenues Through December 2014 \$ 4,375,780

**DEDUCTIONS (earmarked projects, paid through claim 2014-5C):**

2014 Graphics-2011	33,598	
2014 Reptile Plaza-2011	50,000	
2014 Entrance/Vault-2011	85,000	
2014 Cobra Exhibit-2011	171,829	
2014 Water Play Area-2014	22,724	
2014 Animal Acquisition-January 2013	20,000	
2014 **Utility Design-May 2013	208,772	
2014 African Project-December 2013	46,056,112	
2014 Komodo Dragon-Not Approved Yet	1,200,000	
2013 Reptile House-2010	82,063	
2012 Tropical Treasures-January 2012	64,937	
2012 Africa Design-March 2012	411,930	
2012 Exploration Station-January 2012	100,000	
<b>Total Deductions:</b>		<u>\$ (48,506,965)</u>

**\*\*\*TOTAL:**

\$ 2,058,113

\*Note: actual revenues used for Jan and Feb 2014. Estimated revenues for Mar-Jun 2014 provided during budget process. For Jul-Dec 2014, used actuals/projections from Jul-Dec 2013. Estimated interest based on 2013 actual interest received

\*\* Per Brian Goldman, ZC will not utilize \$80,000-\$100,000 of this utility request

\*\*\*Conservatively, in December 2014 cash flows will slightly exceed total earmarked projects; however, this assumes that all amounts within each project are spent, and that all projects will be completed and paid for at this point. Revenue will continue under current measure through April 2015, and interest will continue to be apportioned quarterly



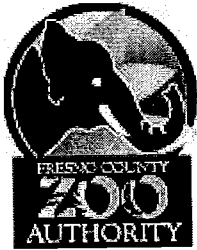
**Fresno County Zoo Authority  
Operations Fund Cash Flow  
For the Month Ended June 30, 2014**

Cash Balance as of 6/30/2014	\$ 5,428,380
ADDITIONS:	
*Estimated Revenues Through December 2014	\$ 2,077,890
DEDUCTIONS (Remaining budgets, paid through claim 2014-5):	
2014 Visitor Services	386,165
2014 Animal	1,141,257
2014 Maintenance	469,786
2014 Education	512,622
2014 Interest/Bank Charges	300
<b>Total Deductions:</b>	<u>\$ (2,635,130)</u>
<b>TOTAL:</b>	<u><u>\$ 4,871,140</u></u>

**\*Note:** actual revenues used for Jan and Feb 2014. Estimated revenues for Mar-Jun 2014 provided during budget process. For Jul-Dec 2014, used actuals/projections from Jul-Dec 2013. Estimated interest based on 2013 actual interest received

**\*\*Zoo Operations will not use all of 2013 budgeted funds**





**Fresno County Zoo Authority  
Treasurer's Report  
Unaudited Cash Basis  
For the Month Ended July 31, 2014**

<b>Summary of Measure Z Proceeds</b>			
Tax Proceeds Received:			
- Measure Z - Sales Tax Proceeds		\$	864,900.00
Total Proceeds Received:		\$	864,900.00
Tax Proceeds Allocated:			
- Allocation to Zoo Authority Fund (2%)			17,298.00
- Allocation to Trust Fund for Operations and Capital Projects (98%)			847,602.00
Total Proceed Allocations		\$	864,900.00
<b>Zoo Authority Fund</b>			
>> Administrative Fund		2%	
Beginning Cash Balance		\$	1,070,336.67
Receipts:	- Measure Z Sales Tax Proceeds		17,298.00
	- Interest Received		655.83
Disbursements:	- PeopleSoft Charges		(79.54)
	Net Increase/(Decrease) to Cash		17,874.29
Ending Cash Balance - Zoo Authority Administrative Fund		\$	1,088,210.96
<b>Trust Fund for FCZC Operations and Capital Projects</b>			
>> Operations Fund		98%	
Beginning Cash Balance		\$	51,604,301.06
Receipts:	- Measure Z Sales Tax Proceeds		282,534.00
	- Interest Received		3,406.96
Disbursements:	- FCZC Operations Claim # 2014-6		(280,216.28)
	- Wire Fees		(20.00)
	Net Increase/(Decrease) to Cash		5,704.68
Ending Cash Balance - Available for Operations		\$	5,420,708.02
>> Capital Facilities Project Fund			
Beginning Cash Balance		\$	46,189,297.72
Receipts:	- Measure Z Sales Tax Proceeds		565,068.00
	- Interest Received		29,287.79
Disbursements:	- FCZC Capital Projects Claim #2014-4C		(375,578.02)
	- FCZC Capital Projects Claim #2014-6C		(1,657,155.78)
	Net Increase/(Decrease) to Cash		(1,438,378.01)
Ending Cash Balance - Available for Capital Projects			44,750,919.71
Ending Balance Available for Operations and Capital Projects		\$	50,171,627.73
Total Interest Received During the Month			33,350.58

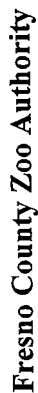
By Staff \_\_\_\_\_

Date \_\_\_\_\_

Accepted \_\_\_\_\_

Date \_\_\_\_\_

\* Interest receipts are recorded in the month received rather than in the month earned and were calculated on an annual percentage rate of 1.293 as of June 30, 2014.



**PRIOR FISCAL YEARS**

Current Measure Z ordinance will expire and sales tax proceeds will not be collected

TOTAL MEASURE Z PROCEEDS FROM INCEPTION	\$ 100,261,562
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**Fresno County Zoo Authority  
Receipt of Interest  
Unaudited Cash Basis  
For the Month Ended  
July 31, 2014**

Summary of Quarter One Interest Receipts				
Fund	Subclass	Description	1st Alloc. July	Interest Received
4845	10000	Zoo Authority	\$ 655.83	\$ 655.83
4850	10000	FCZC - Operations	3,406.96	\$ 3,406.96
4850	42700	FCZC - CP	29,287.79	\$ 29,287.79
Total			\$ 33,350.58	\$ 33,350.58



**Fresno County Zoo Authority  
Administration Fund Cash Flow  
For the Month Ended July 31, 2014**

Cash Balance as of 7/31/14 \$ 1,088,211

**ADDITIONS:**

\*Estimated Revenues Through December 2014 \$ 111,408

**DEDUCTIONS (Remaining budgets, paid through claim 01-ZOO-022614):**

2014 Telephone Charges	500	
2014 Memberships	1,000	
2014 Office Expense	2,279	
2014 Postage	1,340	
2014 PeopleSoft Financials Charges	92	
2014 Professional Services	37,240	
2014 Data Processing Services	3,000	
2014 Publications & Legal Notices	1,000	
2014 Trans, Travel & Education	5,000	
2014 Approp For Contingencies	95,306	
2015 **Estimated Professional Services	68,697	
<b>Total Deductions:</b>		<u>\$ (215,454)</u>

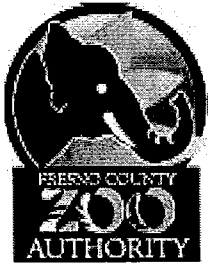
**TOTAL:**

\$ 984,165

**\*Note: actual revenues used for Jan and Feb 2014. Estimated revenues for Mar-Jul 2014 provided during budget process. For Jul-Dec 2014, used actuals/projections from Jul-Dec 2013. Estimated interest based on 2013 actual interest received**

**\*\*Estimated 50% of FYE 14 budget for Professional Services**

**\*\*\*Zoo Authority will not use all of its 2014 budget**



**Fresno County Zoo Authority  
Operations Fund Cash Flow  
For the Month Ended July 31, 2014**

Cash Balance as of 7/31/2014	\$ 5,420,708
ADDITIONS:	
*Estimated Revenues Through December 2014	\$ 1,762,989
DEDUCTIONS (Remaining budgets, paid through claim 2014-5):	
2014 Visitor Services	33,238
2014 Animal	1,004,251
2014 Maintenance	428,787
2014 Education	463,348
2014 Interest/Bank Charges	270
<b>Total Deductions:</b>	<u>\$ (2,054,894)</u>
<b>TOTAL:</b>	<u><u>\$ 5,128,803</u></u>

**\*Note:** actual revenues used for Jan and Feb 2014. Estimated revenues for Mar-Jun 2014 provided during budget process. For Jul-Dec 2014, used actuals/projections from Jul-Dec 2013. Estimated interest based on 2013 actual interest received

**\*\*Zoo Operations will not use all of 2013 budgeted funds**



**Fresno County Zoo Authority  
Capital Projects Fund Cash Flow  
For the Month Ended July 31, 2014**

Cash Balance as of 7/31/2014	\$ 44,750,920
ADDITIONS:	
*Estimated Revenues Through December 2014	\$ 3,709,312
DEDUCTIONS (earmarked projects, paid through claim 2014-5C):	
2014 Graphics-2011	33,598
2014 Reptile Plaza-2011	50,000
2014 Entrance/Vault-2011	85,000
2014 Cobra Exhibit-2011	171,829
2014 Water Play Area-2014	4,633
2014 Animal Acquisition-January 2013	20,000
2014 **Utility Design-May 2013	208,772
2014 African Project-December 2013	44,346,216
2014 Komodo Dragon-Not Approved Yet	1,200,000
2013 Reptile House-2010	82,063
2012 Tropical Treasures-January 2012	64,937
2012 Africa Design-March 2012	132,720
2012 Exploration Station-January 2012	100,000
Total Deductions:	<u>\$ (46,499,768)</u>
***TOTAL:	<u><u>\$ 1,960,464</u></u>

\*Note: actual revenues used for Jan and Feb 2014. Estimated revenues for Mar-Jun 2014 provided during budget process. For Jul-Dec 2014, used actuals/projections from Jul-Dec 2013. Estimated interest based on 2013 actual interest received

\*\* Per Brian Goldman, ZC will not utilize \$80,000-\$100,000 of this utility request

\*\*\*Conservatively, in December 2014 cash flows will slightly exceed total earmarked projects; however, this assumes that all amounts within each project are spent, and that all projects will be completed and paid for at this point. Revenue will continue under current measure through April 2015, and interest will continue to be apportioned quarterly




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DATE: August, 27, 2014

TO: Board of Fresno County Zoo Authority

FROM: Catherine Crosby  
Zoo Authority Coordinator

RE: **Amendment to 2005 Agreement Regarding Procedures for  
Distribution of Tax Revenue**

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**RECOMMENDED ACTION:**

Approve and authorize Chairman to sign *Amendment 1 to Agreement Regarding Procedures for Distribution of Tax Revenue to the Chaffee Zoo*

**DISCUSSION:**

At your June 25, 2014 meeting, Chairman Herzog reported on the June 17, 2014 Board of Supervisors meeting at which Supervisors approved the placement of the extension of Measure Z on the November 4, 2014 ballot, and on their interest in seeing that language that was, "missing" from the renewal ordinance be added to a revised contract with the Fresno's Chaffee Zoo Corporation (ZooCorp). The chairman directed Counsel to work with the ZooCorp on amending the original 2005 agreement (Attachment A).

If approved by your Board, Amendment 1 to the agreement, as seen on page 1 of Attachment B, lines 24 through 26, will add the following language to the original agreement, beginning at line 6 of page 6:

"E. The AUTHORITY shall have no obligation to distribute funds to the CORPORATION unless the AUTHORITY is satisfied that the CORPORATION has appropriately spent the funds already distributed."

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BOARD ACTION: DATE \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

UNANIMOUS \_\_\_\_\_  
HERZOG \_\_\_\_\_ LYLES \_\_\_\_\_ SWEARENGIN \_\_\_\_\_ GRAY \_\_\_\_\_ STRATFORD \_\_\_\_\_ TOSTE \_\_\_\_\_ WATERHOUSE \_\_\_\_\_

**AGREEMENT  
REGARDING  
PROCEDURES FOR DISTRIBUTION OF TAX REVENUE  
TO THE CHAFFEE ZOO**

THIS AGREEMENT is made and entered into this 21st day of December, 2005, by and between the FRESNO COUNTY ZOO AUTHORITY, a political subdivision of the State of California, hereinafter referred to as "AUTHORITY," and the FRESNO'S CHAFFEE ZOO CORPORATION, a California nonprofit public benefit corporation, hereinafter referred to as "CORPORATION."

**RECITALS**

WHEREAS, on November 2, 2004, the voters of Fresno County approved a transactions and use tax (sales tax) at the rate of 0.1% to benefit the Chaffee Zoo in the City of Fresno, to be administered by the AUTHORITY; and

WHEREAS, the CORPORATION has entered into agreements with the City of Fresno under which the City will lease the real property and improvements at the Chaffee Zoo and will convey the personal property and animals at the Zoo to the CORPORATION, effective on January 1, 2006; and

WHEREAS, the AUTHORITY's bylaws provide that the tax revenue can only be distributed to "the entity operating the Chaffee Zoo;" and

WHEREAS, the CORPORATION will become this entity on the effective date of the agreements with the City; and

WHEREAS, the AUTHORITY has determined that as of July 1, 2005, the City of Fresno provided the required percentage of public funding for the applicable period of time described in the AUTHORITY's bylaws; and

1 WHEREAS, the ordinance approved by the voters requires a minimum of two-  
2 thirds of the funds distributed to be used for capital improvement projects at the Chaffee  
3 Zoo, as approved by the AUTHORITY based upon preliminary plans submitted by the  
4 Zoo, and allows up to one-third of the tax revenues to be used for operations and  
5 maintenance of the Chaffee Zoo.

6 NOW THEREFORE, in consideration of their mutual promises as hereinafter set  
7 forth, the AUTHORITY and the CORPORATION agree as follows:

### 8 AGREEMENT

#### 9 **1. EFFECTIVE DATE**

10 A. This Agreement shall become effective on January 1, 2006.

11 B. The CORPORATION shall certify, no later than July 1 each year from  
12 2006 through 2010, that the City of Fresno has provided the required percentage of  
13 public funding for the applicable period of time described in the AUTHORITY's bylaws.  
14 If the certification is not provided in a timely manner, this Agreement shall be  
15 suspended, effective on that July 1, until that certification is made.

#### 16 **2. INTENT OF AGREEMENT**

17 The parties acknowledge that the CORPORATION's capital improvement plan  
18 and costs of operations and maintenance have not yet been determined. Accordingly,  
19 this Agreement determines the procedures the parties will follow in the requests for and  
20 approval of the distribution of tax revenue by the AUTHORITY to the CORPORATION  
21 for the Chaffee Zoo.

#### 22 **3. APPROVAL OF OPERATIONS AND MAINTENANCE BUDGETS**

23 A. The CORPORATION shall submit to the AUTHORITY its budget for  
24 operations and maintenance of the Zoo. The budget shall be submitted on an annual

1 basis, or on such schedule as agreed to by the AUTHORITY and the CORPORATION,  
2 in such numbers and in such format as required by the AUTHORITY. The budget shall  
3 show that no more than one-third of the projected tax revenue will be spent on  
4 operations and maintenance of the Zoo.

5 B. The AUTHORITY Board may approve or disapprove the  
6 CORPORATION's budget. If the AUTHORITY Board does not approve the budget, the  
7 CORPORATION shall revise the budget to the satisfaction of the AUTHORITY Board.  
8 The AUTHORITY Board shall approve the budget when the AUTHORITY Board is  
9 satisfied with it. The AUTHORITY Board shall not unreasonably withhold approval of  
10 the CORPORATION's budget.

11 C. The CORPORATION may submit a revised budget for operations and  
12 maintenance to the AUTHORITY at any time, as the CORPORATION determines its  
13 actual costs of operations and maintenance. The parties shall follow the same  
14 procedures as outlined above.

15 D. Personal property items shall be included in the operations and  
16 maintenance budget even if they are capitalized for accounting purposes.

17 **4. APPROVAL OF CAPITAL IMPROVEMENT PROJECTS PLANS AND**  
18 **BUDGETS**

19 A. The CORPORATION shall submit to the AUTHORITY its preliminary plan  
20 for capital improvement projects in the Zoo. The plan shall be submitted on an annual  
21 basis, or on such schedule as agreed to by the AUTHORITY and the CORPORATION,  
22 in such numbers and in such format as required by the AUTHORITY. The plan shall  
23 show that a minimum of two-thirds of the projected net tax revenue will be spent on  
24 capital improvement projects in the Zoo, but need not include a detailed budget for any

1 aspect of the plan. "Capital improvement projects" shall be limited to real property and  
2 improvements, including repairs, restoration, and additions to structures and other  
3 permanent facilities of the zoo, with an emphasis on animal habitats. Temporary  
4 facilities may be included in a capital improvement projects plan if the temporary  
5 facilities will have a useful life of five years or more.

6 B. The AUTHORITY Board may approve or disapprove the  
7 CORPORATION's capital improvement projects plan. If the AUTHORITY Board does  
8 not approve the plan, the CORPORATION shall revise the plan to the satisfaction of the  
9 AUTHORITY Board. The AUTHORITY Board shall approve the plan when the  
10 AUTHORITY Board is satisfied with it. The AUTHORITY Board shall not unreasonably  
11 withhold approval of the CORPORATION's budget.

12 C. The CORPORATION may submit a revised capital improvement projects  
13 plan to the AUTHORITY at any time, as the CORPORATION determines the need to  
14 change the plan. The parties shall follow the same procedures as outlined above.

15 D. The CORPORATION shall submit a budget for each portion of the plan,  
16 including the expenses for developing the plan, at such time as the CORPORATION  
17 determines. The budget shall generally describe the categories of each item of the  
18 budget.

19 E. The AUTHORITY Board may approve or disapprove the  
20 CORPORATION's budget for that portion of the capital improvement projects plan. If  
21 the AUTHORITY Board does not approve the budget, the CORPORATION shall revise  
22 the budget to the satisfaction of the AUTHORITY Board. The AUTHORITY Board shall  
23  
24

1 approve the budget when the AUTHORITY Board is satisfied with it. The AUTHORITY  
2 Board shall not unreasonably withhold approval of the CORPORATION's budget.

3 F. The CORPORATION may submit a revised budget for that portion of the  
4 capital improvement projects plan to the AUTHORITY at any time, as the  
5 CORPORATION determines the actual costs of that portion of the plan. The parties  
6 shall follow the same procedures as outlined above.

7 G. The AUTHORITY staff shall not be authorized to disburse funds to the  
8 CORPORATION for capital improvement project expenses until a budget for that portion  
9 of the expenses has been approved by the AUTHORITY Board.

10 **5. DISTRIBUTION OF FUNDS**

11 A. The CORPORATION shall provide to the AUTHORITY such written  
12 documentation as the AUTHORITY may require to name specific persons representing  
13 the CORPORATION who are authorized to sign claims for disbursements.

14 B. The CORPORATION shall be entitled to claim disbursements at any time.  
15 However, disbursement shall only be made if: (1) the agreements between the City and  
16 the CORPORATION remain in effect, and the CORPORATION has provided to the  
17 AUTHORITY a copy of the current agreements as amended, certified by the City Clerk  
18 as a true and correct copy of the agreements; (2) the date of the requested  
19 disbursement is on or after the effective date of the agreements; (3) the insurance  
20 certificates required by this Agreement have been provided to the AUTHORITY, and  
21 remain in full force and effect, and (4) the AUTHORITY Board has approved a budget  
22 applicable to the portion of the fund for which the disbursement is requested.

23 C. The CORPORATION shall follow such procedures as the AUTHORITY  
24 may require to pick up checks or request electronic transfer of funds.

1       D.     The CORPORATION may claim, and the AUTHORITY may provide, the  
2 total sum approved by the AUTHORITY Board at any time. The CORPORATION may  
3 claim, and the AUTHORITY may provide, less than the total from time to time, provided  
4 the sum requested meets the minimum disbursement amount as determined by the  
5 AUTHORITY. The AUTHORITY Board shall not unreasonably withhold approval of the  
6 CORPORATION's claims.

7       **6.     REPORTS TO AUTHORITY**

8       The CORPORATION shall provide monthly financial reports to the AUTHORITY  
9 in such form and detail as the AUTHORITY may reasonably require regarding the  
10 expenditure of the approved funds.

11       **7.     OPEN MEETINGS**

12       The CORPORATION agrees that as a condition of receipt of tax revenue from  
13 the AUTHORITY, its board of directors will, as a matter of sound public policy and not  
14 as a legal necessity, meet certain open meeting requirements. Unless more stringent  
15 requirements for public notice or public participation apply under the CORPORATION's  
16 bylaws or the California Nonprofit Corporation Law (Corp. Code, § 5000 et seq.), the  
17 Board of Directors of the CORPORATION shall comply with the open meetings law  
18 applicable to California's local public agencies, known as the Ralph M. Brown Act (Gov.  
19 Code, § 54950 et seq.).

20       **8.     PUBLIC INSPECTION OF FINANCIAL RECORDS AND MINUTES**

21       Minutes of meetings of the Board of Directors of the CORPORATION shall be  
22 open to inspection by members of the public, and, to the extent feasible, shall be posted  
23 for a reasonable time on the CORPORATION's website. The CORPORATION's  
24 financial records shall be open to inspection by members of the public upon reasonable

1 request at the CORPORATION'S principal place of business. The CORPORATION  
2 shall permit members of the public to obtain copies of these records within a reasonable  
3 period of time upon payment of a reasonable fee.

4 **9. TERMINATION**

5 A. Non-Receipt of Funds - The terms of this Agreement, and the funding to  
6 be provided thereunder, are contingent on the receipt of funds by the AUTHORITY.  
7 Should the funds received be insufficient to allow the AUTHORITY to transfer funding to  
8 the CORPORATION under this Agreement, this Agreement may be modified or  
9 terminated at any time by giving the CORPORATION thirty (30) days advance written  
10 notice.

11 B. Breach of Contract - The AUTHORITY may immediately suspend or  
12 terminate this Agreement in whole or in part, where in the determination of the  
13 AUTHORITY there is:

- 14 1) An illegal or improper use of funds;  
15 2) A failure to comply with any term of this Agreement;  
16 3) A substantially incorrect or incomplete report submitted to the  
17 AUTHORITY.

18 In no event shall any payment by the AUTHORITY constitute a waiver by  
19 the AUTHORITY of any breach of this Agreement or any default which may then exist  
20 on the part of the CORPORATION. Neither shall such payment impair or prejudice any  
21 remedy available to the AUTHORITY with respect to the breach or default. The  
22 AUTHORITY shall have the right to demand of the CORPORATION the repayment to  
23 the AUTHORITY of any funds disbursed to the CORPORATION under this Agreement,  
24

1 which in the judgment of the AUTHORITY were not expended in accordance with the  
2 terms of this Agreement. The CORPORATION shall promptly refund any such funds  
3 upon demand.

4 **10. INDEPENDENT CONTRACTOR**

5 In performance of the work, duties and obligations assumed by the  
6 CORPORATION under this Agreement, it is mutually understood and agreed that the  
7 CORPORATION, including any and all of the CORPORATION's officers, agents, and  
8 employees will at all times be acting and performing as an independent contractor, and  
9 shall act in an independent capacity and not as an officer, agent, servant, employee,  
10 joint venturer, partner, or associate of the AUTHORITY. Furthermore, the AUTHORITY  
11 shall have no right to control or supervise or direct the manner or method by which the  
12 CORPORATION shall perform its work and function. However, the AUTHORITY shall  
13 retain the right to administer this Agreement so as to verify that the CORPORATION is  
14 performing its obligations in accordance with the terms and conditions thereof.

15 The CORPORATION and the AUTHORITY shall comply with all applicable  
16 provisions of law and the rules and regulations, if any, of governmental authorities  
17 having jurisdiction over matters the subject thereof.

18 Because of its status as an independent contractor, the CORPORATION shall  
19 have absolutely no right to employment rights and benefits available to AUTHORITY  
20 employees. The CORPORATION shall be solely liable and responsible for providing to,  
21 or on behalf of, its employees all legally-required employee benefits. In addition, the  
22 CORPORATION shall be solely responsible and save the AUTHORITY harmless from  
23 all matters relating to payment of the CORPORATION's employees, including  
24

1 compliance with Social Security withholding and all other regulations governing such  
2 matters. It is acknowledged that during the term of this Agreement, the  
3 CORPORATION may receive funds from others unrelated to the AUTHORITY or to this  
4 Agreement

5 **11. MODIFICATION**

6 Any matters of this Agreement may be modified from time to time by the written  
7 consent of the parties without, in any way, affecting the remainder.

8 **12. NON-ASSIGNMENT**

9 Neither party shall assign, transfer or subcontract this Agreement nor its rights or  
10 duties under this Agreement without the prior written consent of the other party.

11 **13. HOLD HARMLESS**

12 The CORPORATION agrees to indemnify, save, hold harmless, and at the  
13 AUTHORITY's request, defend the AUTHORITY, its officers, agents, and employees  
14 from any and all costs and expenses, damages, liabilities, claims, and losses occurring  
15 or resulting to the AUTHORITY in connection with the performance, or failure to  
16 perform, by the CORPORATION, its officers, agents, or employees under this  
17 Agreement, and from any and all costs and expenses, damages, liabilities, claims, and  
18 losses occurring or resulting to any person, firm, or corporation who may be injured or  
19 damaged by the performance, or failure to perform, of the CORPORATION, its officers,  
20 agents, or employees under this Agreement.

21 The AUTHORITY agrees to indemnify, save, hold harmless, and at the  
22 CORPORATION's request, defend the CORPORATION, its officers, agents, and  
23 employees from any and all costs and expenses, damages, liabilities, claims, and  
24 losses occurring or resulting to the CORPORATION in connection with the

1 performance, or failure to perform, by the AUTHORITY, its officers, agents, or  
2 employees under this Agreement, and from any and all costs and expenses, damages,  
3 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation  
4 who may be injured or damaged by the performance, or failure to perform, of the  
5 AUTHORITY, its officers, agents, or employees under this Agreement.

6 **14. INSURANCE**

7 Without limiting the AUTHORITY'S right to obtain indemnification from the  
8 CORPORATION or any third parties, the CORPORATION, at its sole expense, shall  
9 maintain in full force and effect throughout the term of this Agreement:

10 A. Fiduciary/Errors and Omissions coverage for the Board of Directors, in the  
11 minimum amount of Three Million Dollars (\$3,000,000). This may be accomplished  
12 through either insurance or bonding, or a combination thereof.

13 B. Commercial General Liability Insurance with limits of not less than One  
14 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million  
15 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. The  
16 AUTHORITY may require specific coverages including completed operations, products  
17 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any  
18 other liability insurance deemed necessary because of the nature of this contract.

19 C. Comprehensive Automobile Liability Insurance with limits for bodily injury  
20 of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five  
21 Hundred Thousand Dollars (\$500,000) per accident and for property damages of not  
22 less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single  
23  
24

1 limit of Five Hundred Thousand Dollars (\$500,000). Coverage shall include owned and  
2 non-owned vehicles used in connection with this Agreement.

3 D. Property Insurance coverage for all assets owned by the CORPORATION,  
4 including vehicles, sufficient to ensure replacement of any/all lost or damaged property  
5 assets. The AUTHORITY acknowledges that the underlying real property and some  
6 improvements to real property at the zoo will remain the property of the City of Fresno,  
7 and that the City will remain responsible for insuring, or self-insuring, those portions of  
8 the zoo.

9 E. A policy of Workers' Compensation insurance as may be required by the  
10 California Labor Code.

11 Such insurance policies, except the Workers' Compensation policy, shall name  
12 the AUTHORITY, its officers, agents, and employees, individually and collectively, as  
13 additional insureds, but only insofar as the operations under this contract are  
14 concerned. Such coverage for additional insureds shall apply as primary insurance and  
15 any other insurance, or self-insurance, maintained by the AUTHORITY, its officers,  
16 agents, and employees, shall be excess only and not contributing with insurance  
17 provided under the CORPORATION's policies herein. This insurance shall not be  
18 cancelled or changed without a minimum of thirty (30) days advance, written notice  
19 given to the AUTHORITY.

20 The CORPORATION shall provide certificates of insurance on the foregoing  
21 policies to the AUTHORITY, prior to the effective date of the agreements with the City of  
22 Fresno, as required herein, to the AUTHORITY, stating that such insurance coverages  
23 have been obtained and are in full force; that the AUTHORITY, its officers, agents, and  
24

1 employees will not be responsible for any premiums on the policies; that such insurance  
2 names the AUTHORITY, its officers, agents, and employees, individually and  
3 collectively, as additional insureds (except Workers' Compensation insurance), but only  
4 insofar as the operations under this contract are concerned; that such coverage for  
5 additional insureds shall apply as primary insurance and any other insurance, or self-  
6 insurance, maintained by the AUTHORITY, its officers, agents, and employees, shall be  
7 excess only and not contributing with insurance provided under the CORPORATION's  
8 policies herein; and that this insurance shall not be cancelled or changed without a  
9 minimum of thirty (30) days advance, written notice given to the AUTHORITY.

10 In the event the CORPORATION fails to keep in effect insurance coverage as  
11 herein provided, the AUTHORITY may, in addition to other remedies it may have,  
12 suspend or terminate this Agreement upon the occurrence of such event.

### 13 **15. AUDITS AND INSPECTIONS**

14 The CORPORATION shall, upon request by the AUTHORITY, permit the  
15 AUTHORITY to audit and inspect all of its records and data with respect to the matters  
16 covered by this Agreement. The CORPORATION shall at all times during business  
17 hours, and as often as the AUTHORITY may deem necessary, make available to the  
18 AUTHORITY for examination all of such records and data necessary to ensure the  
19 CORPORATION's compliance with the terms of this Agreement.

20 The AUTHORITY may also require the CORPORATION to provide  
21 independently audited statements or other reports on an annual or other basis at the  
22 CORPORATION's expense.

23

24

1 If this Agreement exceeds ten thousand dollars (\$10,000), the CORPORATION  
2 shall be subject to the examination and audit of the State Auditor for a period of three  
3 (3) years after final payment under the contract (Gov. Code, § 8546.7).

4 **16. NOTICES**

5 The persons and their addresses having authority to give and receive notices  
6 under this Agreement shall be the following:

7	<u>AUTHORITY</u>	<u>CORPORATION</u>
8	FRESNO COUNTY ZOO	FRESNO'S CHAFFEE ZOO
9	AUTHORITY	CORPORATION
10	c/o Zoo Authority Coordinator	c/o Chief Executive Officer
11	Department of Public Works and	Chaffee Zoological Gardens
12	Planning	894 W. Belmont
13	County of Fresno	Fresno, California 93728
14	2220 Tulare Street, Sixth Floor	
15	Fresno, California 93721	

16 Any and all notices between the AUTHORITY and the CORPORATION provided  
17 for or permitted under this Agreement or by law shall be in writing and shall be deemed  
18 duly served when personally delivered to one of the parties, or in lieu of such personal  
19 service, when deposited in the United States Mail, postage prepaid, addressed to such  
20 party.

21 **17. GOVERNING LAW**

22 The rights and obligations of the parties and all interpretation and performance of  
23 this Agreement shall be governed in all respects by the laws of the State of California.

24 **18. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the CORPORATION  
and the AUTHORITY with respect to the subject matter hereof and supersedes all  
previous negotiations, proposals, commitments, writings, advertisements, publications,

1 and understanding of any nature whatsoever unless expressly included in this  
2 Agreement. No parol or other evidence outside this Agreement may be offered to  
3 explain, construed, contradict, or clarify the terms of this Agreement. Counsel for both  
4 parties have reviewed, or have had the opportunity to review, this Agreement, and,  
5 accordingly, any rules of construction to the effect that ambiguities are to be resolved  
6 against the drafting party shall not be employed in the interpretation of this Agreement.

7 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
8 the day and year first hereinabove written.

9 FRESNO'S CHAFFEE ZOO  
CORPORATION

10 By: [Signature]  
11 Chair

12 Shari Rainwater  
Type or print name

13 By: [Signature]  
14 Chief Financial Officer

15 Shari Manning-Carroll  
Type or print name

16 TAXPAYER FEDERAL I.D. #:  
17 \_\_\_\_\_  
18

19 APPROVED AS TO LEGAL FORM

20 Lozano Smith

21 By: [Signature]  
22 Thomas J. Riggs

23

24

FRESNO COUNTY ZOO AUTHORITY

By: [Signature]  
Ron Gentzler, Chair

REVIEWED & RECOMMENDED FOR  
APPROVAL

[Signature]  
Bart Bohn, Authority Administrator

APPROVED AS TO LEGAL FORM

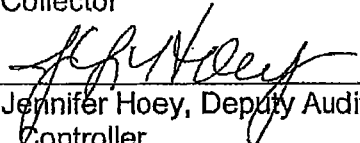
Dennis A. Marshall, County Counsel

By: [Signature]  
Barbara Booth Grunwald, Deputy  
County Counsel

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APPROVED AS TO ACCOUNTING FORM

Vicki Crow, Auditor-Controller/Treasurer-  
Tax Collector

By:   
Jennifer Hoey, Deputy Auditor-  
Controller

FOR ACCOUNTING USE ONLY:  
Org No.:  
Account No.:  
Requisition No.:

**AMENDMENT I TO AGREEMENT REGARDING PROCEDURES**

**FOR DISTRIBUTION OF TAX REVENUE**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of August, 2014, by and between the FRESNO COUNTY ZOO AUTHORITY, a political subdivision of the State of California, hereinafter referred to as "AUTHORITY," and the FRESNO'S CHAFFEE ZOO CORPORATION, a California nonprofit public benefit corporation, hereinafter referred to as "CORPORATION."

**WITNESSETH:**

WHEREAS, AUTHORITY and CORPORATION entered into an agreement titled "Agreement Regarding Procedures For Distribution of Tax Revenue", dated December 21, 2005 (hereinafter "Agreement"); and

WHEREAS, the Agreement establishes the procedures by which tax revenue may be distributed by the AUTHORITY to the CORPORATION; and

WHEREAS, the AUTHORITY and CORPORATION now desire to amend the Agreement in order to clarify the AUTHORITY's discretion to distribute tax revenue to the CORPORATION only if the AUTHORITY is satisfied that the CORPORATION has appropriately spent funds previously granted to it by the AUTHORITY.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

Section 5 of the Agreement, entitled "Distribution of Funds" beginning at page 5, line 10 of the Agreement, is hereby amended to insert the following language after the words "CORPORATION'S claims" at p. 6, line 6:

"E. The AUTHORITY shall have no obligation to distribute funds to the CORPORATION unless the AUTHORITY is satisfied that the CORPORATION has appropriately spent funds already distributed."

AUTHORITY and CORPORATION agree that this Amendment I is sufficient to amend

1 the Agreement and that upon execution of this Amendment I, the Agreement and Amendment I,  
2 together shall be considered the Agreement.

3 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
4 covenants, considerations and promises contained in the Agreement and not amended herein  
5 shall remain in full force and effect. This Amendment I shall become effective upon execution  
6 by all parties.

7  
8 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day  
9 and year first hereinabove written.

10 FRESNO'S CHAFFEE ZOO  
11 CORPORATION

12 By: \_\_\_\_\_  
13 John Valentino, Chair

14 By: \_\_\_\_\_  
15 Brian Goldman, Chief Financial Officer

16 APPROVED AS TO LEGAL FORM

17  
18 By: \_\_\_\_\_  
19 Douglas M. Larsen, Counsel

FRESNO COUNTY ZOO AUTHORITY

By: \_\_\_\_\_  
Peter Herzog, Chair

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg, County Counsel

By: \_\_\_\_\_  
Arthur G. Wille, Senior Deputy  
County Counsel

APPROVED AS TO ACCOUNTING FORM

Vicki Crow, Auditor-Controller/Treasurer-  
Tax Collector

By: \_\_\_\_\_

25 FOR ACCOUNTING USE ONLY:

26 Org No.:

27 Account No.:

28 Requisition No.:



## FY14 June Financial Report

Board of Directors

## **Discussion of Financial Results**

### **As of June 30, 2014**

- **Key Facts & Figures\*:**

- YTD operating surplus of \$974,344 compared to projected surplus of \$469,360.
- Self generated revenue is 8% ahead of YTD budget.
- Personnel expenses are 9% under YTD budget.
- Operating expenses are 8% under YTD budget.
- YTD attendance of 421,187 compared to 408,977 for the same period last year.
- 2014 YTD attendance is 10% ahead of budget and 3% ahead of the same time last year.

\* Excludes investment income (unrealized gain/loss on investments), capital fundraising, depreciation and capital expenditures.

# Discussion of Financial Results

## Liquid Assets:

	<u>06/30/2014</u>	<u>05/31/2014</u>	<b>2013</b> <u>Audited</u>
Cash	\$298,348	\$398,617	\$651,296
Short-term Investments	\$351,989	\$1,201,904	\$461,765
Long-term Investments	\$5,380,421	\$4,360,895	\$5,103,516
Endowment/Board Designated	<u>\$4,095,371</u>	<u>\$4,037,071</u>	<u>\$3,935,641</u>
	\$10,126,129	\$9,998,487	\$10,152,218

## Accounts Receivable:

	\$3,268,585	\$1,440,307
--	-------------	-------------

## Accounts Payable/Accrued Liabilities:

Accounts Payable	\$2,015,009	\$2,435,484	\$1,032,479
Accrued Liabilities	<u>\$64,924</u>	<u>\$79,705</u>	<u>\$252,745</u>
	\$2,079,933	\$2,515,189	\$1,285,224

## Net Assets:

Unrestricted	\$36,669,206	\$34,819,459	\$27,290,162
Temporarily Restricted	\$499,086	\$441,870	\$399,034
Permanently Restricted	<u>\$50,489</u>	<u>\$49,616</u>	<u>\$47,952</u>
	\$37,218,781	\$35,310,945	\$27,737,148

## Measure Z Balance @ 5/31/2014

Operating	\$5,428,380
Capital Funds	<u>\$47,443,567</u>
	\$52,871,947

MTD Attendance				Increase/ Decrease
	2014	2013		
Attendance	64,005	56,785		13%
Paid	32,655	31,722		3%
Members	13,721	12,349		11%
Group	8,655	6,856		26%
Other	8,974	5,858		55%
Giraffe Feeding	8,620	7,343		17%
Capture Rate	13%	13%		4%
Stingray Bay	21,662	20,783		4%
Capture Rate	34%	37%		2%
Winged Wonders	17,780	17,425		2%
MTD Revenue				Increase/ Decrease
	2014	2013		
Admissions	\$192,770	\$188,375		2%
Per Cap	\$3.01	\$3.32		11%
Giraffe Feeding	\$17,396	\$15,116		15%
Per Cap	\$0.27	\$0.27		2%
Stingray Bay	\$28,198	\$28,897		-2%
Per Cap	\$0.44	\$0.51		5%
Membership	\$57,278	\$53,978		6%
Contracted Service				Increase/ Decrease
	2014	2013		
Food Services	\$34,691	\$31,246		11%
Per Cap	\$0.54	\$0.55		-1%
Gift Shop	\$42,471	\$41,434		3%
Per Cap	\$0.66	\$0.73		10%

YTD Attendance				Increase/ Decrease
	2014	2013		
Attendance	421,187	408,977		3%
Paid	230,405	229,359		0%
Members	92,335	89,175		4%
Group	65,032	58,940		10%
Other	33,415	31,503		6%
Giraffe Feeding	49,967	44,454		12%
Capture Rate	12%	11%		9%
Stingray Bay	139,028	131,220		6%
Capture Rate	33%	32%		3%
Winged Wonders	85,190	91,446		-7%
YTD Revenue				Increase/ Decrease
	2014	2013		
Admissions	\$1,409,957	\$1,405,760		0%
Per Cap	\$3.35	\$3.44		3%
Giraffe Feeding	\$108,263	\$100,332		8%
Per Cap	\$0.26	\$0.25		5%
Stingray Bay	\$188,811	\$177,835		6%
Per Cap	\$0.45	\$0.43		5%
Membership	\$457,477	\$410,276		12%
Contracted Service				Increase/ Decrease
	2014	2013		
Food Services	\$176,149	\$166,328		6%
Per Cap	\$0.42	\$0.41		3%
Gift Shop	\$224,060	\$218,836		2%
Per Cap	\$0.53	\$0.54		-1%

2013 Audited
691,320
374,580
154,892
66,013
95,835
76,964
11%
204,765
30%
120,851
\$2,180,254
\$3.15
\$167,450
\$0.24
\$272,757
\$0.39
\$779,902
\$274,610
\$0.40
\$350,319
\$0.51

Key:
Equal to or ahead of 2013
2% or less behind 2013
More than 2% behind 2013

# Fresno's Chaffee Zoo Corporation

## Balance Sheet

June 2014

	FY14 @ 6/30/14	FY14 @ 5/31/14	FY13 Audited
<b>ASSETS</b>			
Cash	\$298,348	\$398,617	\$651,296
Short Term Investments	\$351,989	\$1,201,904	\$461,765
Long Term Investments	\$9,475,792	\$8,397,966	\$9,039,157
Accounts Receivable	\$2,670,511	\$3,268,585	\$1,440,307
Prepaid Expenses	\$162,187	\$28,576	\$63,572
Inventory	\$0	\$0	\$0
Building, Equipment, Vehicle and Furniture (net)	\$2,584,050	\$2,576,648	\$2,504,200
Construction in Progress	\$13,681,622	\$11,879,872	\$4,788,109
Exhibits	\$10,074,217	\$10,073,967	\$10,073,967
<b>TOTAL ASSETS</b>	<b>\$39,298,715</b>	<b>\$37,826,135</b>	<b>\$29,022,372</b>
<b>LIABILITIES AND NET ASSETS</b>			
<b>Liabilities</b>			
Accounts Payable/Accrued Liabilities	\$2,079,933	\$2,515,189	\$1,285,224
<b>Total Liabilities</b>	<b>\$2,079,933</b>	<b>\$2,515,189</b>	<b>\$1,285,224</b>
<b>Net Assets</b>			
Fund Balance-Unrestricted	\$36,669,206	\$34,819,459	\$27,290,162
Fund Balance-Temporarily Restricted	\$499,086	\$441,870	\$399,034
Fund Balance-Permanently Restricted	\$50,489	\$49,616	\$47,952
<b>Total Net Assets</b>	<b>\$37,218,782</b>	<b>\$35,310,945</b>	<b>\$27,737,148</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$39,298,715</b>	<b>\$37,826,135</b>	<b>\$29,022,372</b>

# Fresno's Chaffee Zoo Corporation

## Income Statement

June 30, 2014

	FY14 Budget	Current Month		Year-to-Date			
		Amended Budget	Actual @ 6/30/14	Variance	Amended Budget	Actual @ 6/30/14	Variance
REVENUE							
Self-Generated Revenue							
Admissions	\$2,140,785	\$189,618	\$192,770	\$3,152	\$1,333,273	\$1,409,957	\$76,684
Adopt an Animal	\$35,000	\$1,000	\$1,663	\$663	\$22,500	\$24,762	\$2,262
Board Designated for Endow	\$50,000	\$0	\$306	\$306	\$7,500	\$9,640	\$2,140
Education	\$238,600	\$52,433	\$65,177	\$12,744	\$151,600	\$198,086	\$46,486
Food Services	\$266,000	\$22,600	\$34,691	\$12,091	\$153,400	\$176,149	\$22,749
Gift Shop	\$332,500	\$28,250	\$42,471	\$14,221	\$191,750	\$224,060	\$32,310
Giraffe Feeding	\$159,600	\$13,560	\$17,396	\$3,836	\$92,040	\$108,263	\$16,223
Grants/Fundraising	\$1,139,000	\$83,458	\$62,788	(\$20,670)	\$343,250	\$125,595	(\$217,655)
Group Event/Facility Rental	\$240,000	\$51,000	\$40,622	(\$10,378)	\$127,000	\$139,814	\$12,814
Interest Income	\$275,000	\$17,000	\$14,957	(\$2,043)	\$69,000	\$59,776	(\$9,224)
Investment Income	\$0	\$0	\$130,572	\$130,572	\$0	\$320,249	\$320,249
Membership	\$725,000	\$58,000	\$57,278	(\$723)	\$420,000	\$457,477	\$37,477
Special Events	\$493,100	\$1,000	\$2,871	\$1,871	\$52,600	\$36,584	(\$16,017)
Stingray Exhibit	\$272,650	\$24,250	\$28,198	\$3,948	\$156,750	\$188,811	\$32,061
Other	\$55,500	\$9,450	\$4,763	(\$4,687)	\$22,250	\$23,693	\$1,443
Total Self-Generated Revenue	\$6,422,735	\$551,620	\$696,522	\$144,903	\$3,142,913	\$3,502,915	\$360,002
City of Fresno	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Measure Z-Capital Funds	\$20,250	\$1,688	\$1,657,166	\$1,655,478	\$10,125	\$8,334,344	\$8,324,219
Measure Z Operating Funds	\$3,928,683	\$303,823	\$280,216	(\$23,607)	\$1,782,484	\$1,698,998	(\$83,486)
TOTAL REVENUE	\$10,371,668	\$857,130	\$2,633,904	\$1,776,774	\$4,935,522	\$13,536,257	\$8,600,735

## June 30, 2014

Footnotes:

- The amended budget net surplus increased \$325,000. The following additions to the amended budget were discussed and the Finance Committee's decision was to footnote the following expenses increases:

-

# Measure Z Revenue Summary of Tax Proceeds

	2004-2005 ACTUAL	2005-2006 ACTUAL	2006-2007 ACTUAL	2007-2008 ACTUAL	2008-2009 ACTUAL	2009-2010 ACTUAL	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL
July		\$700,400	\$671,500	\$819,900	\$813,500	\$671,700	\$659,300	\$719,800	\$826,000	\$903,500
August		933,800	895,400	1,093,200	1,084,700	885,300	857,600	921,200	1,033,100	\$1,106,000
September		764,524	1,453,498	1,060,279	930,087	810,940	895,691	1,057,603	1,028,369	\$1,097,605
October		705,400	679,300	853,500	792,200	678,000	677,000	694,100	850,500	\$857,400
November		940,500	1,471,000	1,138,000	1,056,300	743,300	879,500	878,500	1,056,800	\$1,143,200
December		1,324,459	1,047,118	827,112	872,815	971,061	932,350	1,240,028	1,083,021	\$1,076,977
January		676,000	813,700	831,200	766,900	719,900	710,700	770,100	799,900	\$836,700
February		901,300	1,081,800	1,108,200	841,000	944,000	919,900	978,600	1,086,700	\$1,101,200
March		1,319,000	905,577	762,907	959,801	628,563	821,858	1,006,649	1,021,734	\$1,113,584
April		678,900	748,000	699,000	652,000	594,300	618,400	716,100	846,500	\$788,000
May		905,200	997,300	932,000	860,800	847,200	876,500	897,100	1,493,700	\$1,050,600
June	701,853	1,113,269	900,178	1,026,580	730,781	821,511	963,040	1,191,689	1,015,391	
<b>Total</b>	<b>\$701,853</b>	<b>\$10,962,752</b>	<b>\$11,664,370</b>	<b>\$11,151,879</b>	<b>\$10,360,883</b>	<b>\$9,315,775</b>	<b>\$9,811,839</b>	<b>\$11,071,469</b>	<b>\$12,141,715</b>	<b>\$11,074,766</b>

Total received from inception \$98,257,302

**Fresno Chaffee Zoo**  
**2014 Measure Z Operating Summary**  
**as of June 30, 2014**

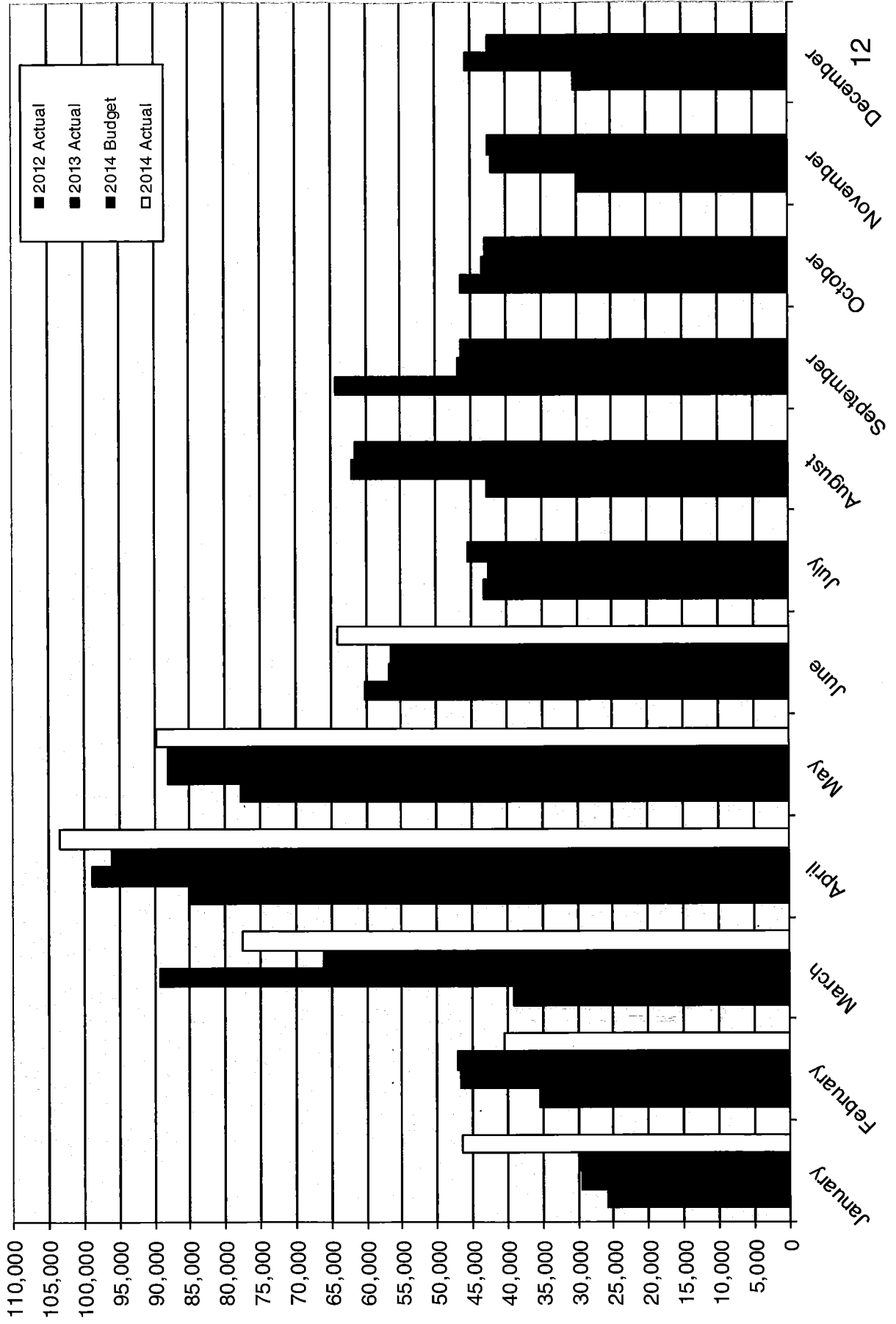
	2014 Measure Z <u>Operating Request</u>	<u>YTD Actual</u>
<b><u>Revenue:</u></b>		
Measure Z - Operating Funds	\$3,928,683	\$1,698,998
<b><u>Expenses:</u></b>		
Animal Department	\$1,878,286	\$874,034
Education Department	\$758,654	\$295,306
Maintenance Department	\$656,458	\$227,671
Visitor Services Department	\$635,165	\$301,927
Service Charges	<u>\$120</u>	<u>\$60</u>
	\$3,928,683	\$1,698,998

\* YTD totals based on claims submitted to the Zoo Authority, and excludes accrual of salary and benefits.

# **Accounts Receivable as of June 30, 2014**

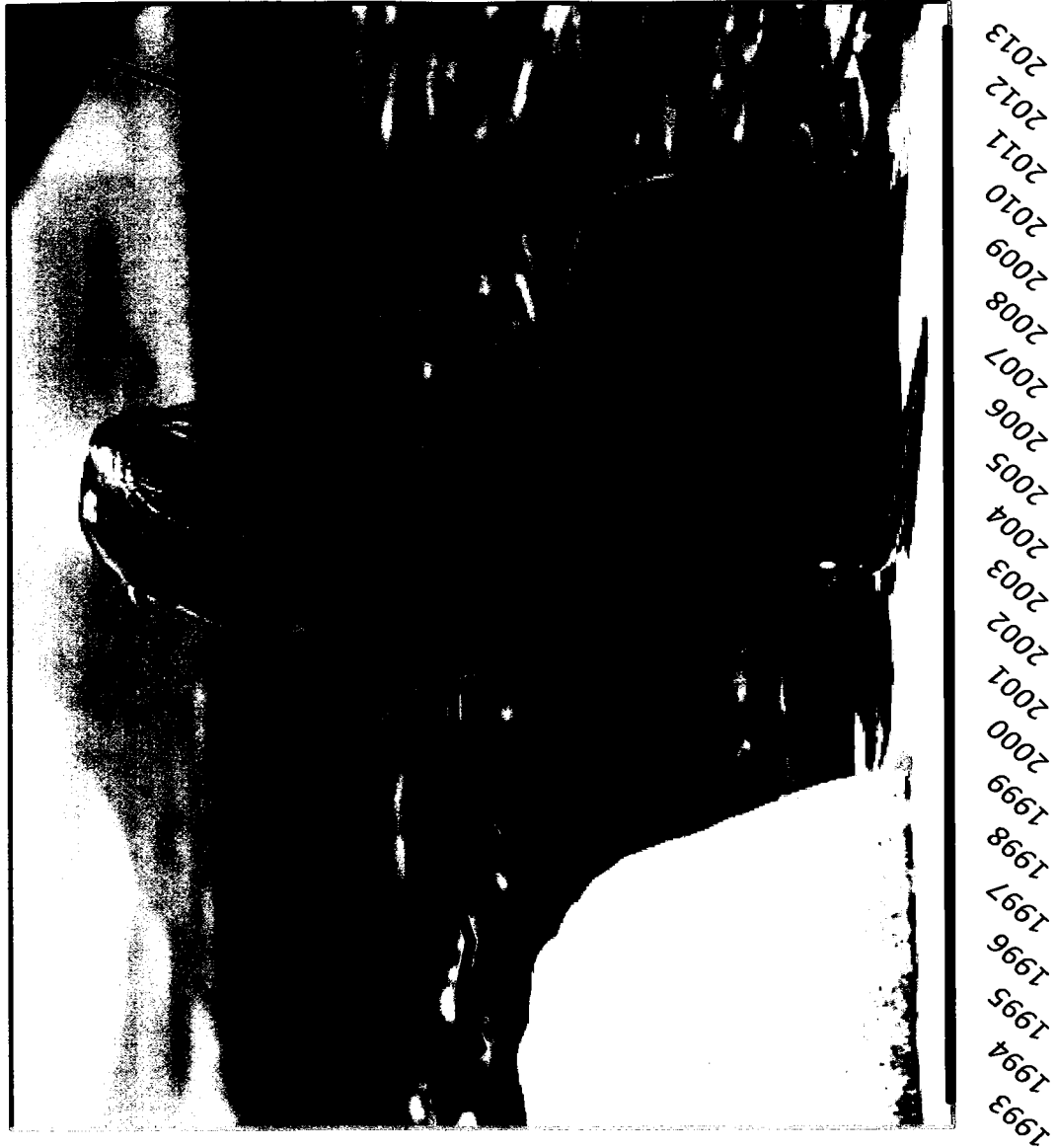
• Fresno County Zoo Authority	\$ 2,312,940
• City of Fresno	\$ 189,905
• 3 <sup>rd</sup> party concessionaire	\$ 77,238
• Sponsorships/Donations	\$ 50,500
• Camp Registration	\$ 21,441
• School Groups	\$ 4,631

# Fresno Chaffee Zoo Attendance Comparison 2012 - 2014



# Fresno Chaffee Zoo Attendance Totals

700,000  
600,000  
500,000  
400,000  
300,000  
200,000  
100,000  
0



\* FCZC assumed management responsibility 2/2006

**DRAFT**



**FY14 July Financial Report**

**Board of Directors**

**Agenda Item 5b**

## **Discussion of Financial Results**

### **As of July 31, 2014**

- **Key Facts & Figures\*:**

- YTD operating surplus of \$990,897 compared to projected surplus of \$470,782.
- Self generated revenue is 9% ahead of YTD budget.
- Personnel expenses are 10% under YTD budget.
- Operating expenses are 7% under YTD budget.
- YTD attendance of 471,330 compared to 451,377 for the same period last year.
- 2014 YTD attendance is 10% ahead of budget and 4% ahead of the same time last year.

\* Excludes investment income (unrealized gain/loss on investments), capital fundraising, depreciation and capital expenditures.

# Discussion of Financial Results

## Liquid Assets:

	07/31/2014	06/30/2014	2013 Audited
Cash	\$647,471	\$304,972	\$651,296
Short-term Investments	\$351,989	\$351,989	\$461,765
Long-term Investments	\$5,207,419	\$5,279,443	\$5,103,516
Endowment/Board Designated	<u>\$4,128,035</u>	<u>\$4,196,349</u>	<u>\$3,935,641</u>
	\$10,334,914	\$10,132,753	\$10,152,218

## Accounts Receivable:

	\$2,778,076	\$2,671,893	\$1,440,307
--	-------------	-------------	-------------

## Accounts Payable/Accrued Liabilities:

Accounts Payable	\$2,447,514	\$2,009,149	\$1,032,479
Accrued Liabilities	<u>\$65,766</u>	<u>\$75,108</u>	<u>\$252,745</u>
	\$2,513,280	\$2,084,257	\$1,285,224

## Net Assets:

Unrestricted	\$38,673,355	\$36,666,427	\$27,290,162
Temporarily Restricted	\$509,020	\$499,422	\$399,034
Permanently Restricted	<u>\$49,625</u>	<u>\$50,489</u>	<u>\$47,952</u>
	\$39,232,000	\$37,216,338	\$27,737,148

## Measure Z Balance @ 5/31/2014

Operating	\$5,428,380
Capital Funds	<u>\$47,443,567</u>
	\$52,871,947

# July 2014

MTD Attendance			Increase/ Decrease
	2014	2013	
Attendance	50,143	42,420	18%
Paid	30,523	27,212	12%
Members	13,099	10,840	21%
Group	1,854	1,626	14%
Other	4,667	2,742	70%
Giraffe Feeding	7,980	6,923	15%
Capture Rate	16%	16%	0%
Stingray Bay	17,745	15,206	17%
Capture Rate	35%	36%	-1%
Winged Wonders	11,197	9,895	13%

## MTD Revenue

	2014	2013	Increase/ Decrease
Admissions	\$164,926	\$145,640	13%
Per Cap	\$3.29	\$3.43	-4%
Giraffe Feeding	\$16,312	\$13,656	19%
Per Cap	\$0.33	\$0.32	3%
Stingray Bay	\$23,216	\$20,549	13%
Per Cap	\$0.46	\$0.48	-4%
Membership	\$50,012	\$43,457	15%

YTD Attendance			Increase/ Decrease
	2014	2013	
Attendance	471,330	451,377	4%
Paid	260,928	256,551	2%
Members	105,434	100,015	5%
Group	66,886	60,137	11%
Other	38,082	34,674	10%
Giraffe Feeding	57,947	51,377	13%
Capture Rate	12%	11%	9%
Stingray Bay	156,773	146,426	7%
Capture Rate	33%	32%	3%
Winged Wonders	86,387	101,341	-15%

## YTD Revenue

	2014	2013	Increase/ Decrease
Admissions	\$1,574,866	\$1,551,399	2%
Per Cap	\$3.34	\$3.44	-3%
Giraffe Feeding	\$124,574	\$113,988	9%
Per Cap	\$0.26	\$0.25	4%
Stingray Bay	\$212,432	\$198,384	7%
Per Cap	\$0.45	\$0.44	2%
Membership	\$507,434	\$453,733	12%

	2014	2013	Increase/ Decrease
Contracted Service	\$21,357	\$16,499	29%
Food Services	\$0.43	\$0.39	10%
Per Cap	\$24,440	\$20,657	18%
Gift Shop	\$0.49	\$0.49	0%
Per Cap			0%

	2014	2013	Increase/ Decrease
Contracted Service	\$197,507	\$182,826	8%
Food Services	\$0.42	\$0.41	2%
Per Cap	\$248,499	\$239,493	4%
Gift Shop	\$0.53	\$0.53	0%
Per Cap			0%

### Key:

Equal to or ahead of 2013

2% or less behind 2013

More than 2% behind 2013

# Fresno's Chaffee Zoo Corporation

## Balance Sheet

July 2014

	FY14 @ 7/31/14	FY14 @ 6/30/14	FY13 Audited
<b>ASSETS</b>			
Cash	\$647,471	\$304,972	\$651,296
Short Term Investments	\$351,989	\$351,989	\$461,765
Long Term Investments	\$9,335,454	\$9,475,792	\$9,039,157
Accounts Receivable	\$2,778,076	\$2,671,893	\$1,440,307
Prepaid Expenses	\$205,692	\$156,311	\$63,572
Inventory	\$0	\$0	\$0
Building, Equipment, Vehicle and Furniture (net)	\$2,563,517	\$2,584,050	\$2,504,200
Construction in Progress	\$15,789,116	\$13,681,622	\$4,788,109
Exhibits	\$10,073,967	\$10,073,967	\$10,073,967
<b>TOTAL ASSETS</b>	<b>\$41,745,281</b>	<b>\$39,300,595</b>	<b>\$29,022,372</b>
<b>LIABILITIES AND NET ASSETS</b>			
<b>Liabilities</b>			
Accounts Payable/Accrued Liabilities	\$2,513,280	\$2,084,257	\$1,285,224
<b>Total Liabilities</b>	<b>\$2,513,280</b>	<b>\$2,084,257</b>	<b>\$1,285,224</b>
<b>Net Assets</b>			
Fund Balance-Unrestricted	\$38,673,355	\$36,666,427	\$27,290,162
Fund Balance-Temporarily Restricted	\$509,020	\$499,422	\$399,034
Fund Balance-Permanently Restricted	\$49,625	\$50,489	\$47,952
<b>Total Net Assets</b>	<b>\$39,232,001</b>	<b>\$37,216,338</b>	<b>\$27,737,148</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$41,745,281</b>	<b>\$39,300,595</b>	<b>\$29,022,372</b>

# Fresno's Chaffee Zoo Corporation

## Income Statement

July 31 2014

	FY14 Budget	Current Month		Year-to-Date		FY13 Audited		
		Amended Budget	Actual @ 7/31/14	Variance	Amended Budget		Actual @ 7/31/14	Variance
REVENUE								
Self-Generated Revenue								
Admissions	\$2,140,785	\$158,283	\$164,926	\$6,643	\$1,491,556	\$1,574,866	\$83,310	\$2,180,254
Adopt an Animal	\$35,000	\$2,750	\$2,155	(\$595)	\$25,250	\$26,917	\$1,667	\$36,582
Board Designated for Endow	\$50,000	\$20,000	\$455	(\$19,545)	\$27,500	\$10,095	(\$17,405)	\$83,224
Education	\$238,600	\$28,883	\$41,459	\$12,576	\$180,483	\$240,527	\$60,044	\$255,487
Food Services	\$266,000	\$18,200	\$21,357	\$3,157	\$171,600	\$197,507	\$25,907	\$274,610
Gift Shop	\$332,500	\$22,750	\$24,440	\$1,690	\$214,500	\$248,499	\$33,999	\$350,319
Giraffe Feeding	\$159,600	\$10,920	\$16,312	\$5,392	\$102,960	\$124,574	\$21,614	\$167,450
Grants/Fundraising	\$1,139,000	\$83,458	\$12,286	(\$71,172)	\$426,708	\$138,218	(\$288,490)	\$231,742
Group Event/Facility Rental	\$240,000	\$7,500	\$19,680	\$12,180	\$134,500	\$159,494	\$24,994	\$240,221
Interest Income	\$275,000	\$38,000	\$50,976	\$12,976	\$107,000	\$110,752	\$3,752	\$266,594
Investment Income	\$0	\$0	(\$178,705)	(\$178,705)	\$0	\$141,544	\$141,544	\$876,055
Membership	\$725,000	\$45,000	\$50,012	\$5,012	\$465,000	\$507,434	\$42,434	\$779,897
Special Events	\$493,100	\$10,000	\$14,647	\$4,647	\$62,600	\$51,231	(\$11,370)	\$478,738
Stingray Exhibit	\$272,650	\$19,000	\$23,216	\$4,216	\$175,750	\$212,432	\$36,682	\$272,757
Other	\$55,500	\$7,450	\$6,626	(\$824)	\$29,700	\$30,319	\$619	\$52,055
Total Self-Generated Revenue	\$6,422,735	\$472,195	\$269,842	(\$202,353)	\$3,615,108	\$3,774,407	\$159,300	\$6,545,985
City of Fresno	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Measure Z-Capital Funds	\$20,250	\$1,688	\$2,199,181	\$2,197,494	\$11,813	\$10,533,525	\$10,521,713	\$2,821,588
Measure Z Operating Funds	\$3,928,683	\$334,602	\$285,199	(\$49,403)	\$2,117,086	\$1,984,197	(\$132,889)	\$3,595,046
TOTAL REVENUE	\$10,371,668	\$808,484	\$2,754,222	\$1,945,738	\$5,744,006	\$16,292,129	\$10,548,123	\$12,962,619

## June 30, 2014

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**Fresno's Chaffee Zoo Corporation**  
**Income Statement**  
July 31 2014

**EXPENSES**

**OPERATING EXPENSES**

**Personnel Expenses**

	FY14 Budget	Amended Budget	Current Month Actual @ 7/31/14	Variance	Amended Budget	Year-to-Date Actual @ 7/31/14	Variance	FY13 Audited
Administration	\$723,477	\$57,327	\$52,058	\$5,269	\$385,986	\$376,844	\$9,143	\$610,929
Animal	\$1,878,286	\$155,354	\$141,879	\$13,475	\$1,041,017	\$996,587	\$44,431	\$1,559,921
Education	\$758,654	\$71,766	\$54,020	\$17,746	\$427,249	\$328,732	\$98,516	\$797,931
Maintenance/Horticulture	\$656,458	\$58,181	\$39,268	\$18,913	\$338,940	\$257,877	\$81,063	\$457,162
Mem/Dev/Marketing	\$552,625	\$43,765	\$30,195	\$13,570	\$308,382	\$263,258	\$45,124	\$444,600
Veterinary	\$259,529	\$22,918	\$16,869	\$6,049	\$133,730	\$117,200	\$16,530	\$218,294
Visitor Services	\$635,165	\$54,650	\$50,096	\$4,554	\$351,394	\$341,193	\$10,201	\$558,539
<b>Total Personnel Expenses</b>	<b>\$5,464,194</b>	<b>\$463,960</b>	<b>\$384,384</b>	<b>\$79,576</b>	<b>\$2,986,698</b>	<b>\$2,681,690</b>	<b>\$305,008</b>	<b>\$4,647,376</b>

**Other Expenses**

Advertising	\$212,500	\$35,250	\$38,004	(\$2,754)	\$123,350	\$136,841	(\$13,491)	\$309,678
Animal Services	\$305,400	\$24,867	\$27,553	(\$2,687)	\$181,067	\$183,819	(\$2,752)	\$331,455
Computer/Software	\$53,000	\$1,483	\$219	\$1,265	\$40,083	\$34,009	\$6,074	\$47,008
Conservation	\$65,000	\$5,417	\$25	\$5,391	\$37,917	\$2,957	\$34,960	\$66,650
Contracted Services	\$454,500	\$34,679	\$39,561	(\$4,882)	\$265,046	\$290,573	(\$25,528)	\$480,210
Depreciation Expense	\$285,720	\$23,685	\$24,364	(\$679)	\$167,295	\$164,427	\$2,868	\$759,342
Dues	\$40,630	\$2,728	\$575	\$2,153	\$26,767	\$17,113	\$9,655	\$33,627
Equipment	\$175,100	\$9,758	\$9,015	\$743	\$85,558	\$78,883	\$6,675	\$139,745
Fleet	\$31,900	\$2,658	\$1,587	\$1,072	\$18,608	\$10,470	\$8,138	\$29,848
Food/Catering	\$127,050	\$4,467	\$19,234	(\$14,767)	\$66,916	\$75,289	(\$8,372)	\$119,838
Insurance	\$142,000	\$10,500	\$10,247	\$253	\$110,500	\$109,590	\$910	\$138,967
Miscellaneous Business	\$51,345	\$3,796	\$2,693	\$1,103	\$26,990	\$19,176	\$7,814	\$30,348
Office Supplies	\$25,650	\$2,071	\$2,829	(\$758)	\$15,287	\$12,978	\$2,309	\$27,671
Postage	\$52,845	\$3,143	(\$864)	\$4,007	\$29,153	\$22,682	\$6,471	\$50,295
Printing	\$139,595	\$4,371	\$8,432	(\$4,062)	\$70,299	\$61,498	\$8,801	\$128,511
Professional Services	\$144,000	\$11,167	\$46,040	(\$34,873)	\$96,500	\$143,722	(\$47,222)	\$185,853
Repairs and Replacements	\$203,000	\$14,250	\$11,976	\$2,274	\$127,750	\$127,799	(\$49)	\$285,322
Service/Bank/Credit Card fees	\$119,360	\$16,280	\$17,563	(\$1,283)	\$75,960	\$81,587	(\$5,627)	\$117,360
Signage	\$25,000	\$2,083	\$437	\$1,647	\$14,583	\$7,460	\$7,123	\$40,913

# Fresno's Chaffee Zoo Corporation

## Income Statement

July 31 2014

	FY14 Budget	Current Month		Year-to-Date		FY13 Audited		
		Amended Budget	Actual @ 7/31/14	Variance	Amended Budget		Actual @ 7/31/14	Variance
Specialized Services	\$30,350	\$2,529	\$2,103	\$426	\$17,704	\$15,265	\$2,439	\$36,939
Staff Development	\$71,250	\$5,063	\$7,017	(\$1,955)	\$42,237	\$41,117	\$1,121	\$71,964
Supplies	\$312,400	\$22,833	\$32,545	(\$9,712)	\$166,333	\$173,216	(\$6,883)	\$308,529
Telephone	\$36,800	\$3,067	\$3,975	(\$909)	\$21,467	\$20,945	\$522	\$38,447
Uniforms	\$25,650	\$1,938	\$3,132	(\$1,195)	\$17,971	\$18,847	(\$876)	\$31,311
Utilities	\$458,000	\$38,167	\$44,044	(\$5,877)	\$267,167	\$205,586	\$61,580	\$452,819
Other	\$29,550	\$3,475	\$127	\$3,348	\$16,875	\$14,750	\$2,124	\$46,110
Total Other Expenses	\$3,617,595	\$289,723	\$352,434	(\$62,711)	\$2,129,383	\$2,070,599	\$58,784	\$4,308,763
TOTAL OPERATING EXPENSES	\$9,081,789	\$753,684	\$736,819	\$16,865	\$5,116,081	\$4,752,289	\$363,792	\$8,956,139
Expansion/Nonoperating Exp.								
Expansion/Nonoperating Exp. \$240,000		\$13,750	\$1,740	\$12,010	\$96,250	\$44,987	\$51,263	\$263,343
Total Expansion/Nonoperating Exp. \$240,000		\$13,750	\$1,740	\$12,010	\$96,250	\$44,987	\$51,263	\$263,343
TOTAL EXPENSES	\$9,321,789	\$767,434	\$738,559	\$28,875	\$5,212,331	\$4,797,276	\$415,054	\$9,219,482
BEGINNING FUND BALANCE	\$27,737,148	\$37,216,338	\$37,216,338	\$0	\$27,737,148	\$27,737,148	\$0	\$23,994,011
NET SURPLUS/(DEFICIT)	\$1,049,879	\$41,050	\$2,015,663	\$1,974,613	\$531,675	\$11,494,853	\$10,963,178	\$3,743,137
ENDING FUND BALANCE	\$28,787,027	\$37,257,389	\$39,232,001	\$1,974,613	\$28,268,823	\$39,232,001	\$10,963,178	\$27,737,148

### Footnotes:

- 7/8/14 Finance Committee approved amended budget removing Measure Z Renewal donations of \$100,000 and expenses of \$425,000.

- The amended budget net surplus increased \$325,000. The following additions to the amended budget were discussed and the Finance Committee's decision was to footnote the following expenses increases:

- \* Advertising \$100,000
- \* Contracted Services \$100,000
- \* Depreciation \$2,500 (Capital project of \$50,000)
- \* Professional Services \$40,000
- \* Repair and Replacement \$30,000
- \* Staff Development \$5,700

# Measure Z Revenue Summary of Tax Proceeds

	2004-2005 ACTUAL	2005-2006 ACTUAL	2006-2007 ACTUAL	2007-2008 ACTUAL	2008-2009 ACTUAL	2009-2010 ACTUAL	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL
July		\$700,400	\$671,500	\$819,900	\$813,500	\$671,700	\$659,300	\$719,800	\$826,000	\$903,500
August		933,800	895,400	1,093,200	1,084,700	885,300	857,600	921,200	1,033,100	\$1,106,000
September		764,524	1,453,498	1,060,279	930,087	810,940	895,691	1,057,603	1,028,369	\$1,097,605
October		705,400	679,300	853,500	792,200	678,000	677,000	694,100	850,500	\$857,400
November		940,500	1,471,000	1,138,000	1,056,300	743,300	879,500	878,500	1,056,800	\$1,143,200
December		1,324,459	1,047,118	827,112	872,815	971,061	932,350	1,240,028	1,083,021	\$1,076,977
January		676,000	813,700	831,200	766,900	719,900	710,700	770,100	799,900	\$836,700
February		901,300	1,081,800	1,108,200	841,000	944,000	919,900	978,600	1,086,700	\$1,101,200
March		1,319,000	905,577	762,907	959,801	628,563	821,858	1,006,649	1,021,734	\$1,113,584
April		678,900	748,000	699,000	652,000	594,300	618,400	716,100	846,500	\$788,000
May		905,200	997,300	932,000	860,800	847,200	876,500	897,100	1,493,700	\$1,050,600
June	701,853	1,113,269	900,178	1,026,580	730,781	821,511	963,040	1,191,689	1,015,391	
<b>Total</b>	<b>\$701,853</b>	<b>\$10,962,752</b>	<b>\$11,664,370</b>	<b>\$11,151,879</b>	<b>\$10,360,883</b>	<b>\$9,315,775</b>	<b>\$9,811,839</b>	<b>\$11,071,469</b>	<b>\$12,141,715</b>	<b>\$11,074,766</b>

Total received from inception \$98,257,302

**Fresno Chaffee Zoo**  
**2014 Measure Z Operating Summary**  
**as of July 31, 2014**

	2014 Measure Z <u>Operating Request</u>	<u>YTD Actual</u>
<b><u>Revenue:</u></b>		
Measure Z - Operating Funds	\$3,928,683	\$1,984,197
<b><u>Expenses:</u></b>		
Animal Department	\$1,878,286	\$1,015,839
Education Department	\$758,654	\$349,326
Maintenance Department	\$656,458	\$266,939
Visitor Services Department	\$635,165	\$352,023
Service Charges	<u>\$120</u>	<u>\$70</u>
	\$3,928,683	\$1,984,197

\* YTD totals based on claims submitted to the Zoo Authority, and excludes accrual of salary and benefits.

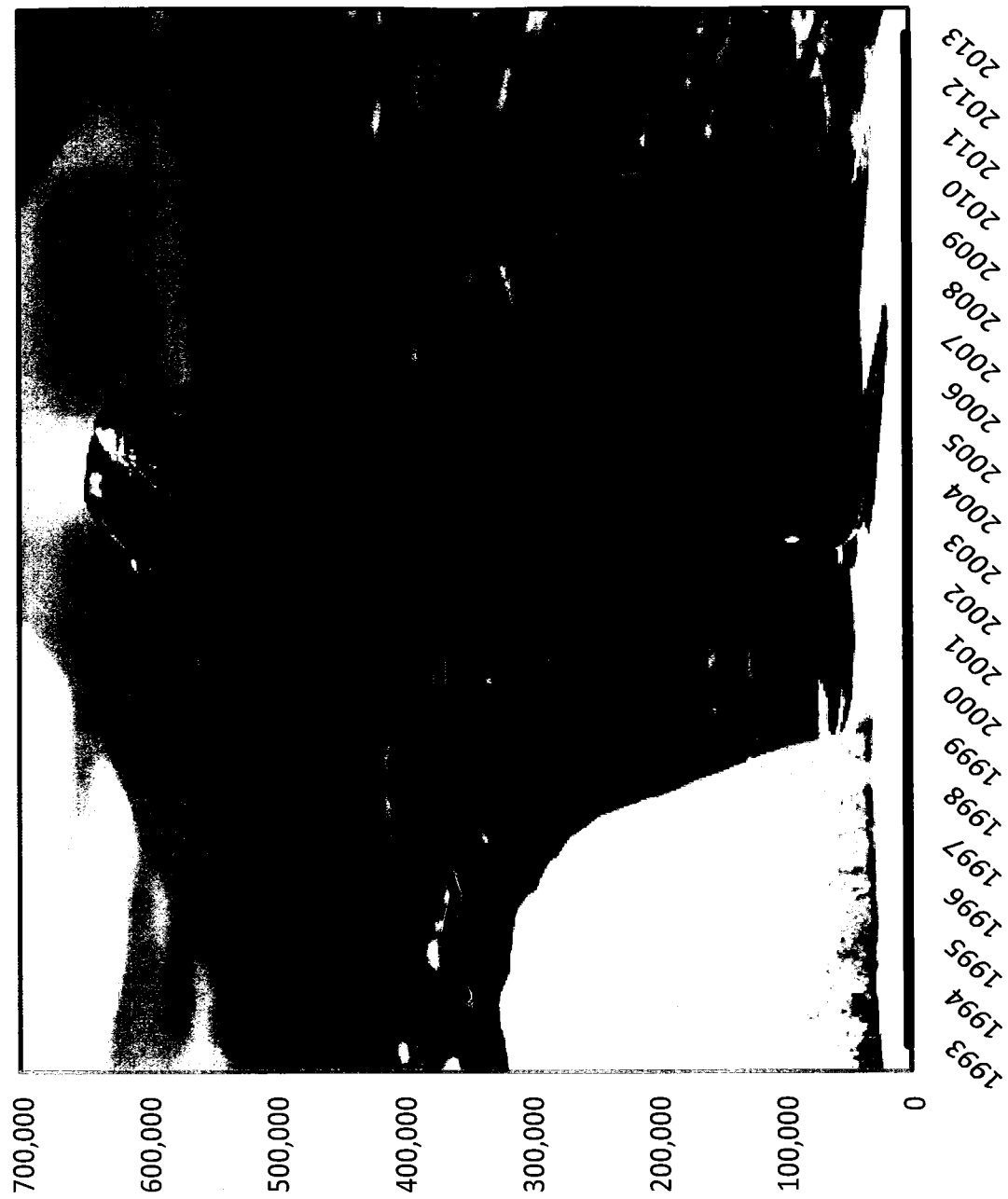
# **Accounts Receivable as of July 31, 2014**

• Fresno County Zoo Authority	\$ 2,484,350
• City of Fresno	\$ 169,562
• 3 <sup>rd</sup> party concessionaire	\$ 46,974
• Sponsorships/Donations	\$ 47,500
• Camp Registration/Donations	\$ 14,292

# Fresno Chaffee Zoo Attendance Comparison 2012 - 2014



# Fresno Chaffee Zoo Attendance Totals



\* FCZC assumed management responsibility 2/2006

**AGENDA ITEM 7**

DATE: August 27, 2014

TO: Fresno County Zoo Authority Board

FROM: Brian Goldman, Chief Financial Officer  
Fresno's Chaffee Zoo Corporation

SUBJECT: 2014 Measure Z Capital Request

**RECOMMENDED ACTION:**

Approve Fresno's Chaffee Zoo Corporation request to roll over Measure Z Capital funds totaling \$297,657

**ALTERNATIVE ACTIONS:**

The Zoo Authority Board can choose not to roll over the funds, which would result in the remaining budgets for the 3 projects listed being eliminated.

**FISCAL IMPACT:**

The request will increase the 2014 Measure Z Capital Budget of \$46,648,035 by \$297,657 to \$46,945,692.

**DISCUSSION:**

The Fresno's Chaffee Zoo Corporation (ZooCorp) requested Measure Z Capital Funds in 2012 for Africa Design, Exploration Station, and Tropical Treasures. As per the Zoo Authority's Procedures for Approving and Administering Measure Z Funds<sup>1</sup>, unspent funds lapse after two years, and require the approval of your Board for re-appropriation. The ZooCorp is requesting approval to roll over Measure Z Capital funds totaling \$297,657 so the Zoo can continue moving forward with these projects. The funds were expended as follows.

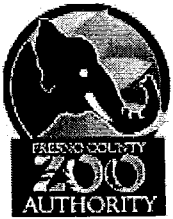
	<u>Budget</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>Funds Remaining</u>
Africa Design	\$4,081,091	\$32,257	\$2,993,117	\$922,997	\$132,720
Exploration Station	\$100,000	-	-	-	\$100,000
Tropical Treasures	\$100,000	-	\$10,596	\$24,467	\$64,937

These projects are in various stages of completion: Africa Design is nearing completion; Exploration Station is still in the planning stage, but is expected to be built in the first three weeks of November; and Tropical Treasures is under construction, with work expected to be completed by mid-November.

<sup>1</sup>Procedures for Approving and Administering Measure Z Funds, Appendix B, III.A.2

BOARD ACTION: DATE \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ UNANIMOUS \_\_\_\_\_  
HERZOG \_\_\_\_\_ LYLES \_\_\_\_\_ GRAY \_\_\_\_\_ STRATFORD \_\_\_\_\_ SWEARENGIN \_\_\_\_\_ TOSTE \_\_\_\_\_ WATERHOUSE \_\_\_\_\_



DATE: August 27, 2014

TO: Fresno County Zoo Authority Board

FROM: Catherine Crosby  
Zoo Authority Coordinator

RE: **Fresno's Chaffee Zoo Corporation  
Proposed Amended Capital Projects Bid Policy**

**RECOMMENDED ACTION:**

Adopt Resolution concurring with proposed amendment to Fresno's Chaffee Zoo Corporation's *Policy on the Procurement of Goods and Services, Including the Bidding & Selection Process for Construction Projects*.

**DISCUSSION:**

On November 30, 2011 a Resolution requiring adherence to current Fresno Chaffee Zoo bid policies as a condition of receipt of Measure Z funds was approved by your Board and supported by the Construction Industry Force Account Council (CIFAC).

At your Board's January 27, 2014 meeting, Zoo Director Scott Barton brought an amended Policy for your Board's consideration. (See Attachment A, Exhibit 1) This policy added the term "Specialty Trade Contractor", defined on page 2 as "Appropriately licensed trade contractors that specialize in providing expertise in the construction of theming elements for zoo exhibits and attractions". The term is included in Section 3 Summary of Procedures (page 2), and Section 5 Goods and Services (page 3) where the use of the Request for Proposals/Request for Qualifications process is outlined. Mr. Barton explained the reason for the additional language was to include specialized artisans where there are artistic components to projects, such as the Sea Lion Cove rock work detail of sea stars and mussels, or the Cambodian Temple features in the King Cobra exhibit.

No other changes were proposed, and as directed, staff has returned with a resolution acknowledging and concurring with the amended policy for your Board's consideration. (See Attachment A) While this item had been postponed due to efforts to place the extension of Measure Z on the November ballot, no funds related to the amended language of the policy have been released to the ZooCorp since its presentation in January, and CIFAC representative Michelle Tucker has stated they have no concerns.

BOARD ACTION: DATE \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ UNANIMOUS \_\_\_\_\_  
HERZOG \_\_\_\_\_ LYLES \_\_\_\_\_ GRAY \_\_\_\_\_ STRATFORD \_\_\_\_\_ SWEARENGIN \_\_\_\_\_ TOSTE \_\_\_\_\_ WATERHOUSE \_\_\_\_\_

**AGENDA ITEM 8**  
**Attachment A**

Resolution No. 2014-02

**BEFORE THE FRESNO COUNTY ZOO AUTHORITY**  
**STATE OF CALIFORNIA**

**RESOLUTION REQUIRING**  
**ADHERENCE TO FRESNO CHAFFEE**  
**ZOO CORPORATION BID POLICIES**  
**AS A CONDITION OF RECEIPT**  
**OF MEASURE Z FUNDS**

**IN THE MATTER OF**  
**FRESNO'S CHAFFEE ZOO CORPORATION AMENDED BID POLICIES**

WHEREAS, At the November 4, 2004 general election, Fresno County voters approved "Save Our Zoo" Measure Z by 73.4% of the vote, and

WHEREAS, Measure Z is a one-tenth of one percent sales tax for ten years with all net proceeds dedicated exclusively to the Fresno Chaffee Zoo, and

WHEREAS, a minimum of two-thirds of Measure Z funding is reserved for construction of capital improvement projects in the Fresno Chaffee Zoo, and

WHEREAS, the Zoo Authority may approve or disapprove the Fresno's Chaffee Zoo Corporation request for funding for a capital improvement project, and

WHEREAS, the Fresno's Chaffee Zoo Corporation may use contractors to design and construction capital improvement projects which are funded by Measure Z, and

WHEREAS, the Zoo Authority is charged with oversight of the general administration of Measure Z funds and with requiring that the Fresno's Chaffee Zoo Corporation enter into appropriate contracts to expend Measure Z funds as provided in Measure Z, and

WHEREAS, Fresno's Chaffee Zoo Corporation has proposed amended policies for the procurement of bids and services, and

WHEREAS, the Zoo Authority concurs with the Fresno's Chaffee Zoo Corporation amended policies on procurement.

NOW, THEREFORE BE IT RESOLVED that:

1. As a condition of receipt of Measure Z funds for construction of capital improvement projects within the Zoo, Fresno's Chaffee Zoo Corporation shall follow the *Fresno's Chaffee Zoo Corporation Policy on the Procurement of Goods and Services, Including the Bidding & Selection Process for Construction Projects*" (attached hereto as Exhibit A) whenever it procures goods or services.

2. If the Fresno's Chaffee Zoo Corporation wishes to change in any way the *Fresno's Chaffee Zoo Corporation Policy on the Procurement of Goods and Services, Including the Bidding & Selection Process for Construction Projects*, attached hereto as Exhibit A, the Fresno's Chaffee Zoo Corporation shall first provide such changes to the Zoo Authority and seek comment on same.

3. If the Fresno's Chaffee Zoo Corporation contracts for goods and services in a manner which does not comply with the policy attached hereto as Exhibit 1, or changes such policy without approval of the Zoo Authority, the Zoo Authority may deny the appropriation of Measure Z funds on this basis.

THE FOREGOING was PASSED and ADOPTED by the following vote of the Fresno County Zoo Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2014, to-wit:

AYES:  
NOES:  
ABSENT:

---

Peter Herzog, 2014 Chairman  
Fresno County Zoo Authority Board

**Fresno's Chaffee Zoo Corporation  
Policy on the Procurement of Goods and Services,  
Including the Bidding & Selection Process for  
Construction Projects**

*Updated 12/31/13*

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## Section 1 Purpose

As a matter of best serving the needs of the Fresno County community and prudently using Measure Z Funds, Fresno's Chaffee Zoo Corporation ("ZooCorp") is adopting this policy for the procurement of goods, services and capital improvement projects. This policy is intended to provide guidance to ZooCorp representatives throughout the bidding and selection process. This policy is not intended to provide any rights, contractual or otherwise, to any person or entity. Furthermore, ZooCorp retains the right to interpret the provisions of this policy in the event of any dispute in the bidding and selection process.

The ZooCorp, on an annual basis and in consultation with Representatives of the Construction Industry, will evaluate the effectiveness and efficiency of these policies and will make changes intended to improve the procedures.

## Section 2 Definitions

**Capital Improvement Project** - Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and/or repair work on a property that will enhance the property's value or increase its useful life.

**Construction Manager at Risk with Guaranteed Maximum Pricing (CM)** - A construction project delivery system where a Contractor is selected to review and participate in the production of the construction documents and who agrees upon a Guaranteed Maximum Price to perform the work.

**Contractor(s)** - A person or company that undertakes a contract to provide materials and/or labor to complete a construction project.

**Design Build (DB)** - A construction project delivery system where the design and construction aspects are contracted with a single entity.

**Disabled Veteran Business Entity (DVBE)** - A business entity certified by the California State Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS) as owned by a disabled veteran.

**Goods** - Tangible materials, products and equipment not associated with a capital improvement project.

**Formal Bid Process** - Used to procure Capital Improvement Projects with an estimated cost greater than \$500,001.

**Informal Bid Process** - Used to procure minor Capital Improvement Projects with an estimated cost between \$100,001 and \$500,000.

**Local Business Entity** - Any business entity that has its primary home office located in Fresno County.

**Negotiated Process** - A procurement process where a vendor is contacted and the services and pricing is arranged without a formal or informal bidding process.



**Preferred Business Entity** - Any business certified by the State of California, OSDS, as owned by a Disabled Veteran Business or Small Business Enterprise or a Local Business Entity as defined in this document.

**Prevailing Wage** - The general prevailing rate of wages identified by the Director of the Department of Industrial Relations of the State of California pursuant to section 1770 of the Labor Code

**Representative of the Construction Industry** - A general Contractor, Trade Contractor, or labor representative with experience in the field of capital improvement construction projects.

**Request for Proposal (RFP)** - A request issued to suppliers of Goods used to establish pricing.

**Request for Qualifications (RFQ)** - A request issued to Service providers for a statement of qualifications.

**Services** - Intangible products associated with the design, inspection and management of Capital Improvement Projects.

**Small Business Entity** - A business entity certified by the California State Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS) as a small business.

**Specialty Trade Contractor** - Appropriately licensed trade contractors that specialize in providing expertise in the construction of the theming elements of zoo exhibits and attractions.

**Trade Contractor** - Appropriately licensed specialty contractors hired by the ZooCorp, CM or Contractor to perform portions of the work.

**ZooCorp** - The Fresno Chaffee Zoo Corporation, a privately created California public benefit corporation.

### Section 3 Summary of Procedures

These procedures are segmented into two different types of purchases and four different levels of costs.

The following is a brief description of purchasing type and cost restrictions.

- **Procurement of Goods, Services and Specialty Trade Contractors:**  
Goods and Services costing \$100,000 or less will be procured using a negotiated process. For Goods and Services costing more than \$100,000, there will be a formal RFQ/RFP process.
- **Procurement of Capital Improvement Projects:**  
Capital Improvement Projects estimated to cost \$100,000 or less will be procured using the Negotiated Process. For projects between \$100,001 and \$500,000 the Informal Bid Process will be used and for projects over \$500,001 the Formal Bid Process will be used. Projects estimated over \$4,000,000 may use the Formal Process, the CM delivery system or the DB delivery system.



## **Section 4 Negotiated Purchases of Goods, Services and Capital Improvement Projects**

For Goods, Services and Minor Capital Improvement Projects estimated to cost between \$1 and \$100,000, ZooCorp will use the Negotiated process. ZooCorp will contact a vendor or vendors and negotiate the terms to purchase Goods, Services or perform the work on small maintenance or construction projects. No bidding will be required. ZooCorp may also choose to perform the work itself.

## **Section 5 Goods and Services**

For Goods, Services and Specialty Trade Contractors estimated to cost more than \$100,000, ZooCorp will use a formal RFP process for goods and a RFQ process for services.

ZooCorp will generally:

- Advertise in an appropriate trade publication and local newspapers announcing the RFQ/RFP.
- Contact vendors and suppliers and develop interest in these vendors to participate in the RFQ/RFP process.
- Send a RFQ/RFP to interested vendors at least 30 days prior to bid opening.
- Answer any questions and issue addenda the RFQ/RFP as needed.
- Evaluate submittals and award to the most responsible and responsive proposer.

Preference will be given to Preferred Businesses. Specifics regarding the amount of preference will be included in the RFQ.

This section does not apply to firms providing CM or DB services on capital improvement projects.

## **Section 6 Informal Bidding of Capital Improvements**

For Capital Improvement Projects estimated to cost between \$100,001 and \$500,000, ZooCorp will use an Informal Bid Process to procure construction projects. ZooCorp will develop and maintain a list of pre-approved general and Trade Contractors using the following procedure:

- In November of each year ZooCorp will announce their intention to prequalify Contractors to be included in a list that will be contacted to bid on minor Capital Improvement construction projects for the following year. The announcement will be sent to a minimum of one trade journal and one local newspaper. See Attachment A, "Announcement of Pre-qualification Procedures for Annual Pre-qualifications".
- Interested Contractors must submit a written request for the pre-qualification questionnaire via mail, email or fax.
- Each Contractor will be required to fill out and return the "Pre-Qualification Questionnaire", see Attachment B.



- ZooCorp will then evaluate each questionnaire and maintain a list of all Contractors that have been pre-qualified for a specific category of work.
- A Contractor may be added to ZooCorp's approved Contractors list at any time by submitting the required application.
- At least 10 calendar days prior to bid opening, all Contractors on the list for the category of work to be bid will be sent a notice inviting bids. This notice may also be advertised in a local newspaper or trade journal. This notice will describe the project in general terms, type of contractor's license required, how to obtain more detailed information about the project, and state the time and place for the submission of sealed bids.
- Sealed bids will require a listing of all proposed subcontractors if the value of their contract is greater than one half of one percent (.5%). Listed subcontractors will not be substituted without the expressed written consent of the ZooCorp.
- The ZooCorp will provide plans, specifications and/or direction on the scope of the project that will enable any competent mechanic or builders to carry out the project.
- ZooCorp will hold a public meeting to open sealed bids on the date and time specified on the notice inviting bids and award the project to the most qualified, responsible and responsive low bidder.
- A two percent (2%) bid advantage will be given to Preferred Business Enterprises. The two percent advantage is not accumulative, if a Contractor qualifies as a Preferred Business in more than one category, a maximum of a two percent advantage will be allowed.

## **Section 7 Formal Bidding of Capital Improvements**

For Capital Improvement Projects estimated to cost \$500,001 or more, ZooCorp will use the following formal bidding process:

- Develop a complete set of bid documents for the intended project.
- Obtain the required approvals from the code enforcement authorities having jurisdiction over the Fresno Chaffee Zoo.
- Announce their intention to receive sealed bids for construction of a Capital Improvement Project 30 calendar days prior to bid opening. The announcement will be sent to a minimum of one trade journal and one local newspaper twice within the 30 calendar day time period. The announcement will include the following:
  - A brief description of the project.
  - Information on how to obtain the bidding documents.
  - Information on how to obtain the pre-qualification application. (A sample of the pre-qualification application is included in this document as Attachment B.
  - The type of contractor's license required).
  - The date and time of the bid opening.
  - Requirement for the Contractor to pay the Prevailing Wage for all labor.
  - Requirement to list all subcontractors with a contract value greater than .5% at the time of the bid submission, and not substitute listed subcontractors without the expressed written consent of the ZooCorp.



- Evaluate and respond to all pre-bid questions and issue addendums as necessary.
- Publicly open bids and announce an apparent low bidder on the specified date and time.
- Evaluate bids and award the project to the most responsible, responsive and lowest bidder.
- A two percent (2%) bid advantage will be given to Preferred Business Enterprises. The two percent advantage is not accumulative, if a Contractor qualifies as a Preferred Business in more than one category, a maximum of a two percent advantage will be allowed.

## **Section 8 Construction Manager At-Risk and Design Build**

For construction projects estimated to cost over \$4,000,000, ZooCorp will evaluate each project to determine the most appropriate delivery method. Possible delivery methods include the Formal Bid Process mentioned above, the CM project delivery method or the DB project delivery method. When using the CM or DB methods, each firm will be required to meet certain selection criteria in addition to providing acceptable pricing. These requirements will be ascertained using a "Request for Qualification" (RFQ). Each firm will respond to the RFQ with a Statement of Qualifications (SOQ).

ZooCorp will announce their intention to procure a Capital Improvement Project using the CM or DB methods in one trade journal and one local newspaper 30 calendar days before submissions of the SOQ. This announcement will appear twice in this 30 day period. The announcement will specify the requirements for the bidding firms and include instructions on how to obtain the RFQ.

The RFQ provided to interested firms will describe the project, including construction budget, preconstruction phase services and construction phase services, the parties' duties and responsibilities and other terms and conditions of the project.

In making a determination with respect to the qualifications and experience of the firms, ZooCorp may request that firms show their experience and quality of work with respect to the construction of exhibits, including the artistry and constructing exhibits consistent with the animals' natural habitats. References and examples of prior work will be required. Other relevant factors will include bonding capability, insurability, safety record, experience and qualifications to perform work for a zoo or a similar operation, no conflict of interest with ZooCorp or its representatives, and commitment to pay prevailing wages. ZooCorp may also require interested firms to interview with ZooCorp representatives.

Preference will be given to Preferred Businesses. Specifics regarding the amount of preference will be included in the RFQ.

## **Section 9 Emergency Repairs**

In cases of emergency when repair or replacements are necessary, the ZooCorp may proceed at once to replace or repair any facility without adopting plans, specifications, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the ZooCorp, by contractor, or by a combination of the two.



### **Section 10 Bid Splitting**

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of these procedures requiring work to be done by contract after competitive bidding.

-----END-----

## Attachment A

### ANNOUNCEMENT OF PRE-QUALIFICATION PROCECURES AND OPEN DATES FOR ANNUAL PRE-QUALIFICATION

Notice is hereby given that on \_\_\_\_\_, 2011, the ZooCorp determined that all bidders on capital improvement projects to be undertaken by the ZooCorp must be pre-qualified prior to submitting bids. It is mandatory that all Licensed Contractors who intend to submit bids fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by ZooCorp to be on the final Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid on a project as a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

Pre-qualification applications may be submitted in November of each year and in January of the following year a new list of qualified contractors will be publicized.

Answers to questions contained in the attached questionnaire, information about current bonding capacity on an aggregate and per project limit, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. ZooCorp will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. ZooCorp reserves the right to check other sources available. ZooCorp's decision will be based on objective evaluation criteria.

Pre-qualification approval will remain valid for one (1) calendar year from the date of notice of qualification, except that ZooCorp reserves the right during that calendar year to adjust, increase, limit, suspend or rescind the pre-qualification ratings based on subsequently learned information and after giving notice of the proposed action to the Contractor and an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification determination.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist ZooCorp in determining bidder responsibility prior to the submission of bids and to aid ZooCorp in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude ZooCorp from a post-bid consideration and determination on a specific project of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness. Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of pre-qualification status well in advance of upcoming projects.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to:

Capital Improvements Contracting Officer  
Fresno Chaffee Zoo  
894 W Belmont Ave.  
Fresno CA 93728

## Attachment A

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify ZooCorp and provide updated accurate information in writing, under penalty of perjury.

ZooCorp reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a future projects.

**Note:** A contractor may be found not pre-qualified for bidding on a specific contract to be let by ZooCorp, or on all contracts to be let by ZooCorp until the contractor meets ZooCorp's requirements. In addition, a contractor may be found not pre-qualified for either:

- (1) Omission of requested information or
- (2) Falsification of information

\* \* \* \* \*

**NOTICE:** To contractors who are using subcontractors for this job, please be advised that the ZooCorp **may** require, as to subcontractors, one of the following:

- ☐ The qualification of subcontractors in the following crafts or trades, following acceptance of your bid, but before the award is made:

---

- ☐ Pre-qualification of all subcontractors.
- ☐ Pre-qualification of subcontractors in certain crafts.
- ☐ Post-bid qualification review.

Attachment B

**PRE-QUALIFICATION  
QUESTIONNAIRE**

## Attachment B

### CONTACT INFORMATION

Firm Name: \_\_\_\_\_ Check One: ☐ Corporation  
(as it appears on license) ☐ Partnership  
☐ Sole Prop.

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If firm is a sole proprietor or partnership:

Owner(s) of Company \_\_\_\_\_

Contractor's License Number(s):

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## Attachment B

### PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

**Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is "no."**

**Contractor will be immediately disqualified if the answer to any of questions 6 through 9 is "yes."**

1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.  
☐ Yes      ☐ No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.  
☐ Yes      ☐ No
3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.  
☐ Yes      ☐ No      ☐ Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?  
☐ Yes      ☐ No

**NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.**

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?  
☐ Yes      ☐ No

**NOTE: Notarized statement must be from the surety company, not an agent or broker.**

6. Has your contractor's license been revoked at any time in the last five years?  
☐ Yes      ☐ No
7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?  
☐ Yes      ☐ No

## Attachment B

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

---

9. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

## Attachment B

### **PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

#### **A. Current Organization and Structure of the Business**

##### **For Firms That Are Corporations:**

- 1a. Date incorporated : \_\_\_\_\_
- 1b. Under the laws of what state: \_\_\_\_\_
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.**

Person's Name	Construction Firm	Dates of Person's Participation with Firm

##### **For Firms That Are Partnerships:**

- 1a. Date of formation: \_\_\_\_\_
- 1b. Under the laws of what state: \_\_\_\_\_
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

## Attachment B

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person's Name	Construction Company	Dates of Person's Participation with Company

### **For Firms That Are Sole Proprietorships:**

- 1a. Date of commencement of business. \_\_\_\_\_
- 1b. Social security number of company owner. \_\_\_\_\_
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person's Name	Construction Company	Dates of Person's Participation with Company

### **For Firms That Intend to Make a Bid as Part of a Joint Venture:**

- 1a. Date of commencement of joint venture. \_\_\_\_\_
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

## **B. History of the Business and Organizational Performance**

2. Has there been any change in ownership of the firm at any time during the last three years?
- NOTE: A corporation whose shares are publicly traded is not required to answer this question.**

## Attachment B

☐ Yes ☐ No

If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

**NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.**

☐ Yes ☐ No

If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms?

**NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.**

☐ Yes ☐ No

If "yes," explain on a separate signed page.

5. State your firm's gross revenues for each of the last three years:

\_\_\_\_\_

6. How many years has your organization been in business in California as a contractor under your present business name and license number? \_\_\_\_\_ years

7. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

### Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

\_\_\_\_\_  
\_\_\_\_\_

## Attachment B

10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.
- 
- 

11. Has your firm changed names or license number in the past five years?  
☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?  
☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?  
☐ Yes ☐ No

If "yes," please explain on a separate signed sheet.

### Disputes

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?  
☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

**NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.**

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

## Attachment B

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

\* \* \* \* \*

**NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.**

17. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration**?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration**?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

\* \* \* \* \*

19. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

## Attachment B

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

### Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

### Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: \_\_\_\_\_

Name of surety agent, address and telephone number:

\_\_\_\_\_

25. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

\_\_\_\_\_

## Attachment B

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

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27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

**C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety**

28. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

**NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

☐ Yes ☐ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

## Attachment B

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

\_\_\_\_\_

32. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:  
**NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

Current year: \_\_\_\_\_

Previous year: \_\_\_\_\_

Year prior to previous year: \_\_\_\_\_

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

### Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

**NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.**

☐ Yes ☐ No

## Attachment B

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal Davis-Bacon prevailing wage requirements?**

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

### PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

36. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.<sup>1</sup> Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact (name and current phone number):

\_\_\_\_\_

\_\_\_\_\_

Architect or Engineer: \_\_\_\_\_

Architect or Engineer Contact (name and current phone number):

\_\_\_\_\_

\_\_\_\_\_

Construction Manager (name and current phone number):

<sup>1</sup> If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

## Attachment B

\_\_\_\_\_

\_\_\_\_\_

Description of Project, Scope of Work Performed:

\_\_\_\_\_

\_\_\_\_\_

Total Value of Construction (including change orders): \_\_\_\_\_

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

\* \* \* \* \*

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated:

\_\_\_\_\_

(Name)



DATE: August, 27, 2014

TO: Board of Fresno County Zoo Authority

FROM: Catherine Crosby  
Zoo Authority Coordinator

RE: **Agreement Regarding Maintenance Of Retention Payments By Zoo Corporation**

**RECOMMENDED ACTION:**

Authorize Chair to sign *Agreement Regarding Maintenance Of Retention Payments By Zoo Corporation*

**DISCUSSION:**

At your Board's special meeting on June 25, 2014, members discussed the current status and possible options for management of subcontractor's retention funds for Africa Adventure and for future projects' retention and payments. Following discussion, your Board directed its legal counsel, Art Wille, to work with the Zoo Corporation Counsel Doug Larsen to draft an agreement that allowed for the following:

- (1) release of accumulated retention funds for the African Adventure project to the Zoo Corporation for deposit into an escrow account owned by the Zoo Corporation;
- (2) a requirement that a fixed percentage of future payments to the Zoo Corporation for work performed on the African Adventure project be deposited in the escrow account;
- (3) a requirement that no funds be withdrawn from the escrow account without the prior approval of the Zoo Authority.

A proposed agreement incorporating these provisions (Attachment A) has been prepared for your Board's consideration and the Chairman's signature.

BOARD ACTION: DATE \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

UNANIMOUS \_\_\_\_\_  
HERZOG \_\_\_\_\_ LYLES \_\_\_\_\_ SWEARENGIN \_\_\_\_\_ GRAY \_\_\_\_\_ STRATFORD \_\_\_\_\_ TOSTE \_\_\_\_\_ WATERHOUSE \_\_\_\_\_

**AGREEMENT REGARDING ESCROW AGREEMENTS Attachment A  
FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of August, 2014, by and between the FRESNO COUNTY ZOO AUTHORITY, a political subdivision of the State of California, hereinafter referred to as "AUTHORITY," and the FRESNO'S CHAFFEE ZOO CORPORATION, a California nonprofit public benefit corporation, hereinafter referred to as "ZOOCORP." The Agreement is effective upon execution by both parties.

**WITNESSETH:**

WHEREAS, the adoption of Measure Z in 2004 has allowed ZOOCORP to construct new exhibits and to modernize other exhibits at the Fresno Chaffee Zoo;

WHEREAS, for previous projects constructed by ZOOCORP and funded by the AUTHORITY, such as Sea Lion Cove, ZOOCORP has submitted periodic requests for reimbursement to the AUTHORITY during the course of construction of the project;

WHEREAS, upon receipt of each invoice, the AUTHORITY reviews the invoice, and if appropriate, authorizes payment of the amount requested, less 10% of the requested amount, which has been held by the AUTHORITY as a retention until the completion of the project;

WHEREAS, upon completion of previous projects, ZOOCORP has issued a final invoice to the AUTHORITY with a request for payment of the final invoice and any retention;

WHEREAS, if the Authority is satisfied that the final invoice is in order and the project has been completed satisfactorily, it has paid the amount specified in the final invoice plus the accumulated retentions withheld during the construction of the project;

WHEREAS, ZOOCORP is currently constructing a project called "African Adventure", a multi-acre exhibit with African animals including elephants, giraffes, zebra, rhinoceros, lions, cheetahs, vultures and meerkats, all in a natural setting; the Mahali or lodge with a café and rest area; a children's play area; a giraffe feeding station; a botanical garden; and sculptures;

1 WHEREAS, it is common on certain construction projects for the owner, such as  
2 ZOOCORP, and the construction manager, to enter into an agreement providing for any  
3 retention to be deposited into an interest bearing escrow account under the ownership and  
4 control of the owner;

5 WHEREAS, at the conclusion of the construction project, the owner certifies that project  
6 has been completed satisfactorily; and,

7 WHEREAS, escrow agreements are specifically authorized under the Public Contract  
8 Code;

9 WHEREAS, ZOOCORP entered into an "Escrow Agreement for Security Deposit in Lieu  
10 of Retention" with Harris Construction, the Construction Manager (the "Harris Escrow  
11 Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated by this  
12 reference as though fully set forth herein;

13 WHEREAS, ZOOCORP has requested that the AUTHORITY permit amounts that have  
14 been and would otherwise be retained by the AUTHORITY during the construction of the  
15 African Adventure project to be deposited by ZOOCORP to the escrow account owned and  
16 controlled by ZOOCORP;

17 WHEREAS, the AUTHORITY is willing to disburse funds to the ZOOCORP under the  
18 terms and conditions set forth below.

19 NOW, THEREFORE, in consideration of the promises, performances and considerations  
20 set forth in this Agreement, the parties agree as follows:

21 1. **Retention Defined.** For purposes of this Agreement, "Retention" means funds retained  
22 by the AUTHORITY from the amounts paid to ZOOCORP for invoices received on or before  
23 July 15, 2014 related to work performed in constructing the African Adventure project.

24 2. **Escrow Account Defined.** For purposes of this Agreement, "Escrow Account" means  
25 that certain account established at United Security Bank, whose address is 2151 West Shaw  
26 Avenue, Fresno, California 93711, pursuant to the Harris Escrow Agreement".  
27  
28

1       3. **Release of Retention.** Within fourteen (14) days of the date this Agreement is  
2 executed by both parties hereto, the AUTHORITY shall disburse the Retention to the  
3 ZOOCORP. Not later than two (2) business days from its receipt of the Retention, ZOOCORP  
4 shall deposit the Retention in the Escrow Account. Within one (1) business day of deposit of  
5 funds in the Escrow Account, ZOOCORP shall send proof of deposit of the funds to the  
6 AUTHORITY.

7       4. **Procedures For Payment of Future Invoices By The AUTHORITY.** Invoices from the  
8 ZOOCORP related to the construction of the African Adventure project that are received  
9 by the AUTHORITY subsequent to the date referenced in Paragraph 1 above ("Future  
10 Invoices") shall be:

11               a. Received, reviewed, and paid in accordance with the terms of the "Agreement  
12 Regarding Procedures For Distribution Of Tax Revenue To The Chaffee Zoo" entered into by  
13 the AUTHORITY and ZOOCORP on December 21, 2005 and the "Procedures for Approving  
14 and Administering Measure Z Funds", most recently revised and approved by the Board of  
15 Directors of the AUTHORITY on March 28, 2012.

16  
17       5. **ZOOCORP'S Deposit of Funds Received From AUTHORITY.** Not later than two (2)  
18 business days from its receipt of funds from the AUTHORITY for reimbursement of Future  
19 Invoices related to the African Adventure project, ZOOCORP shall deposit 10 percent of those  
20 funds in the Escrow Account. Within 1 business day of deposit of funds in the Escrow Account,  
21 ZOOCORP shall send proof of deposit of the funds to the AUTHORITY.

22  
23       6. **Certification to the AUTHORITY.** Not later than 10 days prior to releasing any funds  
24 from the Escrow Account, ZOOCORP will certify to the AUTHORITY that all conditions of the  
25 escrow agreement have been met, that the construction project is final and complete in  
26 accordance with the construction contract, and that the release of funds in the Escrow Account  
27 is appropriate. ZOOCORP shall not release funds from the Escrow Account without the prior  
28 written consent of the AUTHORITY.

1       **7. AUTHORITY Consent to Distribution of Escrow Funds.** Upon receipt of certification  
2 from ZOOCORP that the project is final and complete in accordance with the construction  
3 contract, the AUTHORITY will not unreasonably withhold its consent to the release of the funds  
4 held in escrow. If it withholds consent, AUTHORITY will set forth in writing its objections,  
5 stating those items that are not final and complete according to the construction contract.

6       **8. TERMINATION**

7               a. Non-Receipt of Funds - The terms of this Agreement, and the funding to be  
8 provided thereunder, are contingent on the receipt of funds by the AUTHORITY. Should the  
9 funds received be insufficient to allow the AUTHORITY to transfer funding to the ZOOCORP  
10 under this Agreement, this Agreement may be modified or terminated at any time by giving the  
11 ZOOCORP thirty (30) days advance written notice.

12              b. Breach of Contract - The AUTHORITY may immediately suspend or terminate this  
13 Agreement in whole or in part, where in the determination of the AUTHORITY there is:

14                       i. An illegal or improper use of funds;

15                       ii. A failure to comply with any term of this Agreement;

16                       iii. A substantially incorrect or incomplete report submitted to the  
17 AUTHORITY.  
18

19              In no event shall any payment by the AUTHORITY constitute a waiver by the  
20 AUTHORITY of any breach of this Agreement or any default which may then exist on the part of  
21 the ZOOCORP. Neither shall such payment impair or prejudice any remedy available to the  
22 AUTHORITY with respect to the breach or default. The AUTHORITY shall have the right to  
23 demand of the ZOOCORP the repayment to the AUTHORITY of any funds disbursed to the  
24 ZOOCORP under this Agreement, which in the judgment of the AUTHORITY were not  
25 expended in accordance with the terms of this Agreement. The ZOOCORP shall promptly  
26 refund any such funds upon demand.  
27  
28

1           **9. INDEPENDENT CONTRACTOR**

2           In performance of the work, duties and obligations assumed by the ZOOCORP under  
3 this Agreement, it is mutually understood and agreed that the ZOOCORP, including any and all  
4 of the ZOOCORP's officers, agents, and employees will at all times be acting and performing as  
5 an independent contractor, and shall act in an independent capacity and not as an officer,  
6 agent, servant, employee, joint venturer, partner, or associate of the AUTHORITY.  
7 Furthermore, the AUTHORITY shall have no right to control or supervise or direct the manner  
8 or method by which the ZOOCORP shall perform its work and function. However, the  
9 AUTHORITY shall retain the right to administer this Agreement so as to verify that the  
10 ZOOCORP is performing its obligations in accordance with the terms and conditions thereof.  
11 The ZOOCORP and the AUTHORITY shall comply with all applicable provisions of law and the  
12 rules and regulations, if any, of governmental authorities having jurisdiction over matters the  
13 subject thereof.  
14

15           **10. HOLD HARMLESS**

16           The ZOOCORP agrees to indemnify, save, hold harmless, and at the AUTHORITY's  
17 request, defend the AUTHORITY, its officers, agents, and employees from any and all costs  
18 and expenses, damages, liabilities, claims, and losses occurring or resulting to the  
19 AUTHORITY in connection with the performance, or failure to perform, by the ZOOCORP, its  
20 officers, agents, or employees under this Agreement, and from any and all costs and expenses,  
21 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation  
22 who may be injured or damaged by the performance, or failure to perform, of the ZOOCORP,  
23 its officers, agents, or employees under this Agreement.  
24

25           The AUTHORITY agrees to indemnify, save, hold harmless, and at the ZOOCORP's  
26 request, defend the ZOOCORP, its officers, agents, and employees from any and all costs and  
27 expenses, damages, liabilities, claims, and losses occurring or resulting to the ZOOCORP in  
28 connection with the performance, or failure to perform, by the AUTHORITY, its officers, agents,

1 or employees under this Agreement, and from any and all costs and expenses, damages,  
2 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may  
3 be injured or damaged by the performance, or failure to perform, of the AUTHORITY, its  
4 officers, agents, or employees under this Agreement.

#### 5 **11. AUDITS AND INSPECTIONS**

6 The ZOOCORP shall, upon request by the AUTHORITY, permit the AUTHORITY to  
7 audit and inspect all of its records and data with respect to the matters covered by this  
8 Agreement. The ZOOCORP shall at all times during business hours, and as often as the  
9 AUTHORITY may deem necessary, make available to the AUTHORITY for examination all of  
10 such records and data related to the completion of the work and ZOOCORP's certification of  
11 completion.

12 The AUTHORITY may also require the ZOOCORP to provide independently audited  
13 statements or other reports on an annual or other basis at the ZOOCORP's expense. If this  
14 Agreement exceeds ten thousand dollars (\$10,000), the ZOOCORP shall be subject to the  
15 examination and audit of the State Auditor for a period of three (3) years after final payment  
16 under the contract (Gov. Code, § 8546.7).  
17

#### 18 **12. NOTICES**

19 The persons and their addresses having authority to give and receive notices under this  
20 Agreement shall be the following:

##### 21 AUTHORITY

22 FRESNO COUNTY ZOO  
23 AUTHORITY  
24 c/o Zoo Authority Coordinator  
25 Department of Public Works and  
26 Planning  
27 County of Fresno  
28 2220 Tulare Street, Sixth Floor  
Fresno, California 93721

##### ZOOCORP

FRESNO'S CHAFFEE ZOO CORPORATION  
c/o Chief Executive Officer  
Chaffee Zoological Gardens  
894 W. Belmont  
Fresno, California 93728

1 Any and all notices between the AUTHORITY and the ZOOCORP provided for or  
2 permitted under this Agreement or by law shall be in writing and shall be deemed duly served  
3 when personally delivered to one of the parties, or in lieu of such personal service, when  
4 deposited in the United States Mail, postage prepaid, addressed to such party.

5 **13. GOVERNING LAW**

6 The rights and obligations of the parties and all interpretation and performance of this  
7 Agreement shall be governed in all respects by the laws of the State of California.

8 **14. CONSTRUCTION.**

9 Should any paragraph, clause or provision of this Agreement be construed to be against  
10 public policy or determined by a court of competent jurisdiction to be void, invalid or  
11 unenforceable, such construction and decision shall affect only those paragraphs, clauses or  
12 provisions so construed or interpreted, and shall in no way affect the remaining paragraphs,  
13 clauses or provisions of this Agreement, which shall remain in force.

14 **15. ENTIRE AGREEMENT.**

15 This Agreement states the entire agreement between the parties with respect to escrow  
16 agreements in lieu of retentions. It supersedes any prior agreement, negotiation or  
17 understanding. Neither party has made any promise, representation or warranty, express or  
18 implied, not set forth in this Agreement. This Agreement may not be altered, amended or  
19 modified, except by a writing executed by duly authorized representatives of both parties.

20 ///

21 ///

22 ///

23 ///

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25 ///

26 ///

27 ///

28 ///

1  
2 IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and  
3 year hereinabove written.

4 FRESNO'S CHAFFEE ZOO  
5 CORPORATION

FRESNO COUNTY ZOO AUTHORITY

6 By: \_\_\_\_\_  
7 John Valentino, Chair

By: \_\_\_\_\_  
Peter Herzog, Chair

8  
9 By: \_\_\_\_\_  
10 Brian Goldman, Chief Financial Officer

11 APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

12  
13 Daniel C. Cederborg, County Counsel

14  
15 By: \_\_\_\_\_  
16 Douglas M. Larsen,  
Zoo Corporation Legal Counsel

By: \_\_\_\_\_  
Arthur G. Wille, Senior Deputy  
County Counsel

17 APPROVED AS TO ACCOUNTING FORM

18 Vicki Crow, Auditor-Controller/Treasurer-  
19 Tax Collector

20 By: \_\_\_\_\_

21 FOR ACCOUNTING USE ONLY:

22 Org No.:

23 Account No.:

24 Requisition No.:



DATE: August 27, 2014

TO: Board of Fresno County Zoo Authority

FROM: Catherine Crosby  
Zoo Authority Coordinator

RE: **Biennial Conflict of Interest Code Review**

**RECOMMENDED ACTION:**

Discuss Biennial Conflict of Interest Code Review, the Zoo Authority's 2012 Code, and Board of Supervisors' comments regarding disclosure categories; and,

- a. If amendments are not needed, authorize Chair to sign the 2014 Local Agency Biennial Notice, or
- b. If amendments are needed, authorize Chair to sign the 2014 Local Agency Biennial Notice and provide direction to staff to return with draft revised code for adoption.

**DISCUSSION:**

The Political Reform Act requires every local government agency to review its Conflict of Interest Code (See Attachment A.) biennially to determine if it is accurate or if the code must be amended. Each agency must submit to the County Board of Supervisors (BOS) a notice (Attachment B) indicating whether or not an amendment is necessary by October 1, 2014. If the code is to be amended, evidence that it was approved, such as a resolution or meeting minutes, must be submitted to the Clerk to BOS within 90 days of filing the notice Biennial Notice. The Clerk will then submit the proposed amendments to the BOS for approval. An amended Conflict of Interest Code is not effective until the BOS has approved it. Clerk to the BOS will provide notification of their action.

Your board may decide to make no changes to your current Code, or determine that changes are needed. A notice to the BOS by October 1, 2014 is necessary in either case. If changes are needed through discussions today or at future meeting, proposed changes can be drafted by staff and brought back for a vote at a later date, but must occur within 90 days of the notification. Staff will also prepare a resolution for the adoption.

BOARD ACTION: DATE \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

UNANIMOUS \_\_\_\_\_  
HERZOG \_\_\_\_\_ LYLES \_\_\_\_\_ SWEARENGIN \_\_\_\_\_ GRAY \_\_\_\_\_ STRATFORD \_\_\_\_\_ TOSTE \_\_\_\_\_ WATERHOUSE \_\_\_\_\_

Your Board's current Conflict of Interest Code was last revised in 2012. At that time, changes were made to add new language and expanded upon earlier language specific to the filing and retention requirements of members' Statements of Economic Interest (Form 700). (See Attachment A, page 2, lines 1-9.) No other changes were deemed necessary.

During discussion of the ordinance for the extension of Measure Z at the BOS meeting of June 17, 2014, Supervisor Poochigian stated she wanted to see the Zoo Authority's Conflict of Interest Code reporting at the level of "Full Disclosure" using the Model Conflict of Interest Code created by the Fair Political Practices Commission (FPPC), as required by the BOS, (per Government Code Section 87200). Similar language in your current Code for Disclosure Categories I and II can be compared in the Attachment C table.

Regarding Category III; the Authority's purpose with regard to Measure Z Funds most closely resembles the model disclosure category for *Grant/Service Providers/Agencies that Oversee Programs*, defined by the FPPC (<http://www.fppc.ca.gov/index.php?id=396>) and included in Attachment D, page 2 as:

"...(A)n agency that awards monies or grants to organizations or individuals."

The model disclosure statement for this category states that reportable interests include:

"All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the (name of agency)."

The above disclosure statement would refer to the Authority's relationship with the Zoo Corporation, whereas, in the Authority's current Code, Category III refers to relationships with *other businesses* providing goods or services to the Fresno Chaffee Zoo. (See Attachment C.)

Regarding drafting of language, FPPC guidance states:

"...(C)ategories are not intended to be all-inclusive. You may need to re-word the model language, or add additional categories, to capture all conceivable conflicts of interest for your designated employees. The use of the categories is voluntary and is intended to help you develop language for disclosure categories."

Possible actions your Board may wish to consider are:

- Option 1      Keep current Conflict of Interest disclosure categories unchanged.
- Option 2      Direct staff to prepare draft amended disclosure requirements identical to the BOS for Categories I & II, and keep Category III unchanged.
- Option 3      Direct staff to prepare draft amended disclosure requirements that blend current language, BOS requirements and model language for grant agencies.

In the matter of  
Amendment of Standard Conflict of  
Interest Code.

**Whereas**, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, section 18730, which contains the terms of a standard conflict of interest code, and which may be amended by the Fair Political Practices Commission after public notices and hearings to conform to amendments to the Political Reform Act; and

**Now therefore be it resolved,** that the terms of Title 2, California Code of Regulations, section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the attached Exhibits A and B in which officers and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the Fresno County Zoo Authority.

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Individuals holding designated positions under this code shall file their statements with the Authority, which will retain the statements, and will make the statements available for public inspection and reproduction. (Gov. Code Section 81008.)

Upon receipt of the statements for the Authority Board Members, the Authority shall make and retain a copy and forward the original of these statements to the Clerk to the County Board of Supervisors.

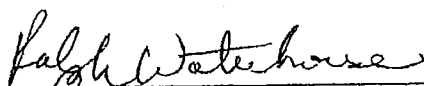
The provisions of all Conflict of Interest Codes and amendments thereto previously adopted by the Agency are hereby superseded.

Adopted at a meeting of the Fresno County Zoo Authority, held on the 26th day of September 2012, by the following vote, to wit:

Ayes: Members Clark, Gray, Lyles, Toste, Waterhouse

Noes: None

Absent: Members Stratford, Swearengin

  
\_\_\_\_\_  
Ralph Waterhouse, Vice Chairman

Attest:

\_\_\_\_\_  
Catherine Crosby, Board Coordinator

Fresno County Zoo Authority

Conflict of Interest Code

EXHIBIT "A"  
Designated Positions

<u>Designated Officers and Employees</u>	<u>Category</u>
Members of the Board	I, II, III
Administrator	I, II, III
Coordinator	I, II, III
Staff Counsel	I, II, III
Staff Treasurer	I, II, III
Consultants	*

\*The Administrator may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Administrator's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**Fresno County Zoo Authority**

**Conflict of Interest Code**

**EXHIBIT "B"**

**Disclosure Categories**

Individuals holding designated positions must report their interests according to their assigned disclosure category(ies).

**Disclosure Category I**

Designated employees in this category must report any interest in real property which is located within two miles of the boundaries of Chaffee Zoo or Roeding Park.

**Disclosure Category II**

Designated employees in this category must report investments in, income from, and business positions with any business entity which within the last two years has done or may foreseeably do business with the Authority to provide goods or services to the Authority.

**Disclosure Category III**

Designated employees in this category must report investments in, income from, and business positions with any business entity which within the last two years has done or may foreseeably do business with the entity operating the Chaffee Zoo to provide goods or services to the Zoo.

## 2014 Local Agency Biennial Notice

Name of Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one box):

☐ An amendment is required. The following amendments are necessary:

(Mark all that apply.)

- ☐ Include new positions (including consultants) that must be designated
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete positions that no longer make or participate in making governmental decisions
- ☐ Other (describe) \_\_\_\_\_

☐ The code is currently under review by the code reviewing body.

☐ No amendment is required. (If your code is more than five years old, amendments may be necessary.)

### Verification

*This agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Date

Complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2014** to:



Board of Supervisors  
Hall of Records, Room 301  
2281 Tulare Street  
Fresno, CA 93721-2198

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC**

## Disclosure Categories Compared

<b>Zoo Authority</b> <b>2012 Conflict of Interest Code</b> <b>Exhibit B</b>	<b>Board of Supervisors</b> <b>FPPC Disclosure Requirements</b>	<b>FPPC Model Disclosure Category</b> <b>for Grant/Service Providers/Agencies</b> <b>that Oversee Programs</b>
<b>Disclosure Category I</b> Designated employees in this category must report any interest in real property which is located within two miles of the boundaries of Chaffee Zoo or Roeding Park.	For local officials, real property located within 2 miles of the boundaries of the jurisdiction or any real property that the agency has an interest in is deemed to be "within the jurisdiction. (Government Code Section 87200)	
<b>Disclosure Category II</b> Designated employees in this category must report investments in, income from, and business positions with any business entity which within the last two years has done or may foreseeably do business with the Authority to provide goods or services to the Authority.	...(B)boards of supervisors, city council members, planning commissioners, elected state officials, etc.) must report all sources of gifts, as well as sources of income, and investments and business positions in business entities, doing business within, and real property interests located within, their agency's jurisdiction. (Government Code Section 87200)	
<b>Disclosure Category III</b> Designated employees in this category must report investments in, income from, and business positions with any business entity which within the last two years has done or may foreseeably do business with the entity operating the Chaffee Zoo to provide goods or services to the Zoo.		All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the (name of agency).

**Agenda Item 10  
Attachment D**

**Model Disclosure Categories**

**Commission-approved "Model" Disclosure Categories for Use by State Agencies**

The following disclosure categories can be used by state agencies when drafting or amending conflict-of-interest codes. These categories are not intended to be all inclusive. You may need to reword the model language, or add additional categories, to capture all conceivable conflicts of interest for your designated employees. The use of the categories is voluntary and is intended to help you develop language for disclosure categories.

**Full Disclosure**

All interests in real property in the State of California, as well as investments, business positions and sources of income, including gifts, loans and travel payments.

**Full Disclosure (excluding interests in real property)**

All investments, business positions and sources of income, including gifts, loans and travel payments.

**Interests in Real Property**

All interests in real property in the State of California.

**General Contracting Categories (Two models)**

Note: The first model can be used for an individual who contracts for the entire agency. The second model is for an individual who has contracting authority for a specific department (e.g., fleet manager).

All investments, business positions and income, including gifts, loans and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including training or consulting services, of the type utilized by the (agency).

All investments, business positions and income, including gifts, loans and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including

training or consulting services, of the type utilized by the (employee's department or area of authority).

### **Regulatory, Permit or Licensing Agency (Two models)**

Note: The first model can be used by an agency that licenses or regulates. The second model can be used by an agency that licenses occupations, as well as approves classes or curricula to obtain, or maintain an occupational license.

All investments, business positions and income, including gifts, loans and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the (name of agency).

All investments, business positions and income, including gifts, loans and travel payments, from sources that either contract to provide education or training required by the (name of agency) to qualify for or maintain a license, or entities that provide education or training services which courses or curricula are approved by the (name of agency).

### **Grant/Service Providers/Agencies that Oversee Programs (Two models)**

Note: The first model can be used by an agency that awards monies or grants to organizations or individuals. The second model is for an agency that also approves programs for rehabilitative services.

All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the (name of agency).

All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to offer or provide consulting, rehabilitative or educational services concerning the prevention, treatment or rehabilitation of persons suffering from (alcohol related problems/drug abuse).

(Revised 01/03)

Fair Political Practices Commission - 1-866-ASK-FPPC - [www.fppc.ca.gov](http://www.fppc.ca.gov)



DATE: August 27, 2014

TO: Board of Fresno County Zoo Authority

FROM: Catherine Crosby  
Zoo Authority Coordinator

RE: **Policy requiring contract review by Board of Supervisors**

**RECOMMENDED ACTION:**

Discuss and provide direction to staff regarding development of policy requiring review of contracts by Board of Supervisors before approval by Zoo Authority.

**DISCUSSION:**

At your June 25, 2014 meeting, Chairman Herzog reported on the June 17, 2014 meeting of the Board of Supervisors (BOS), at which they requested that your Board consider an amendment to your bylaws to require that any contract changes with the ZooCorp first be approved by the BOS. As directed by your Board, this matter is on your agenda to permit continued discussion of whether to change the process followed by the Zoo Authority in processing contracts.

BOARD ACTION: DATE \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

UNANIMOUS \_\_\_\_\_  
HERZOG \_\_\_\_\_ LYLES \_\_\_\_\_ SWEARENGIN \_\_\_\_\_ GRAY \_\_\_\_\_ STRATFORD \_\_\_\_\_ TOSTE \_\_\_\_\_ WATERHOUSE \_\_\_\_\_



DATE: August 27, 2014

TO: Fresno County Zoo Authority Board

FROM: Catherine Crosby, Zoo Authority Coordinator  
Jeff Blanks, Treasurer  
Art Wille, Counsel

SUBJECT: Zoo Authority Administrative Budget for Fiscal Year 2013-14

**RECOMMENDED ACTION:**

**Approve transfer of \$13,962 within the FY 2013-14 Zoo Authority Administrative Organization 9810 budget from Appropriations for Contingencies to Professional and Specialized Services**

Approval of the action will move the amount from the contingency expense line item into the Professional and Specialized Services expense line item.

**ALTERNATIVE ACTIONS(s):**

None.

**FISCAL IMPACT:**

The request will increase the FY 2013-14 Zoo Authority Professional and Specialized Services budget of \$136,863 by \$13,962 to \$150,825. This will not, however, result in any increase to the total budget that was approved, as it is simply a transfer from one line item to another.

**DISCUSSION:**

Due to a large increase in staff time needed for legal and coordinator services for the Measure Z extension during Fiscal Year 2013-14, staff had expected that funds allocated in the Professional Services budget line item would be expended before the end of the Fiscal Year.

The Zoo Authority adopted the budget in May 2013, before the challenges of the Measure Z ordinance extension or major capital projects had begun. At that time, members and staff discussed the possible need to return to amend the budget if circumstances warranted. The Coordinator's hours were higher than originally budgeted, primarily due to planning, preparation and follow-up for seven meetings related to the extension ordinance for Measure Z that were held between April 30 and June 25. The Coordinator also reviewed six Capital Project claims and five Operations claims, and tracked their progress through reimbursement to the Zoo Corporation.

BOARD ACTION: DATE \_\_\_\_\_ APPROVED AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ UNANIMOUS \_\_\_\_\_  
HERZOG \_\_\_\_\_ LYLES \_\_\_\_\_ GRAY \_\_\_\_\_ STRATFORD \_\_\_\_\_ SWEARENGIN \_\_\_\_\_ TOSTE \_\_\_\_\_ WATERHOUSE \_\_\_\_\_

Counsel's hours were also higher than originally budgeted, primarily due to the increased number of meetings held by both the Zoo Authority and the Board of Supervisors regarding the extension of the ordinance, and legal research related to the retention of Zoo Authority funds and the reimbursement of the cost of placing Measure Z on the ballot.

Therefore, staff recommends that your board approve the recommended actions, which will result in an increase of \$13,962 in Professional and Specialized Services for staff time for the remainder of FY 13-14. Please see Attachment A for staff time and cost to date, along with projections for the remainder of the fiscal year.

# Zoo Authority Staff Hours for Fiscal Year 2014

## Agenda Item 12 Attachment A

### Professional Services Detail

#### Title

Coordinator  
Office Assistant  
Accountant I  
Acct & Fin Division Chief  
Supervising Accountant  
County Counsel  
Principal Planner  
Planner III  
Audit Fees

Budget Hours	Estimated Rates	FY13-14 Budget
850	63.10	53,635.00
85	35.51	3,018.35
600	60.14	36,084.00
50	79.11	3,955.50
350	80.06	28,021.00
80	113.00	9,040.00
0	87.95	0.00
0	66.28	0.00
		3,110.00
2015		136,863.85

### Public Works

#### Usage by Department

82,509.55 coord  
745.71 assistant  
131.92 Principal  
397.68 Planner III

**83,784.86**

#### Percentage Usage

Amount budgeted 56,653.35  
Amount consumed 83,784.86  
**Percentage used 147.89%**

### Auditor Controller/ Treasurer Tax Collector

21,334.67 Acct I  
26,399.80 Sup Acct  
454.90 Chief

**48,189.36**

Amount budgeted 68,060.50  
Amount used 48,189.36  
**Percentage used 70.80%**

### County Counsel

15,740.90 Counsel

**15,740.90**

Amount budgeted 9,040.00  
Amount used 15,740.90  
**Percentage used 174.13%**

### Total

**147,715.12**

### Amt budgeted (w/o audit fees)

133,753.85

### Amount Remaining

**-13,961.27**

### Total Request

**13,961.27**

### Total Budget

**150,825.12**

Meeting Date Invoice For	09/25/13 10/30/13 12/06/13 01/29/14 02/26/14 03/12/14 04/30/14 06/25/14 08/27/14															
	Jul/Aug	Sept	Oct	Nov/Dec	Jan	Jan	Feb/Mar	Apr/May	Jun							
Staff Title	ZA-01	ZA-02	ZA-03	ZA-04	ZA-05	ZA-06	ZA-07	ZA-08	ZA-09	Total						
Coordinator	\$ 3,262.27	\$ 6,492.99	\$ 9,799.43	\$ 14,102.85	\$ -	\$ 15,554.14	\$ 4,637.85	\$ 17,257.85	\$ 11,402.17	\$ 82,509.55						
Office Assistant	-	-	-	319.59	-	-	426.12	-	-	745.71						
Accountant I	962.24	2,195.11	1,473.43	2,691.27	1,473.43	4,600.71	-	6,224.49	1,713.99	21,334.67						
Acct & Fin Division Chief	39.56	138.44	-	118.67	39.56	39.56	-	79.11	-	454.90						
Supervising Accountant	4,463.35	2,822.12	1,841.38	1,921.44	1,280.96	5,984.49	-	6,044.53	2,041.53	26,399.80						
County Counsel	1,186.50	113.00	452.00	3,277.00	-	4,294.00	508.50	802.30	5,107.60	15,740.90						
Principal Planner	-	-	-	131.92	-	-	-	-	-	131.92						
Planner III	-	-	-	397.68	-	-	-	-	-	397.68						
Audit Fees	-	-	3,110.00	-	-	-	-	-	-	3,110.00						
	\$ 9,913.91	\$ 11,761.66	\$ 16,676.24	\$ 22,960.42	\$ 2,793.95	\$ 30,472.90	\$ 5,572.47	\$ 30,408.28	\$ 20,265.29	\$ 150,825.12						

# Zoo Authority Staff Hours for Fiscal Year 2014

## Agenda Item 12 Attachment A

### Professional Services Detail

Title	Budget Hours	Estimated Rates	FY13-14 Budget
Coordinator	850	63.10	53,635.00
Office Assistant	85	35.51	3,018.35
Accountant I	600	60.14	36,084.00
Acct & Fin Division Chief	50	79.11	3,955.50
Supervising Accountant	350	80.06	28,021.00
County Counsel	80	113.00	9,040.00
Principal Planner	0	87.95	0.00
Planner III	0	66.28	0.00
Audit Fees			3,110.00
	2015		136,863.85

### Usage by Department

<b>Public Works</b>	82,509.55	coord
	745.71	assistant
	131.92	Principal
	397.68	Planner III
	<b>83,784.86</b>	

### Percentage Usage

Amount budgeted	56,653.35
Amount consumed	83,784.86
Percentage used	<b>147.89%</b>

<b>Auditor Controller/ Treasurer Tax Collector</b>	21,334.67	Acct I
	26,399.80	Sup Acct
	454.90	Chief
	<b>48,189.36</b>	

Amount budgeted	68,060.50
Amount used	48,189.36
Percentage used	<b>70.80%</b>

<b>County Counsel</b>	15,740.90	Counsel
	<b>15,740.90</b>	

Amount budgeted	9,040.00
Amount used	15,740.90
Percentage used	<b>174.13%</b>

Total **147,715.12**

Amt budgeted (w/o audit fees) 133,753.85

**Amount Remaining** **-13,961.27**

Total Request **13,961.27**

Total Budget **150,825.12**

Meeting Date	09/25/13		10/30/13		12/06/13		01/29/14		02/26/14		03/12/14		04/30/14		06/25/14		08/27/14		
Invoice For	Jul/Aug	Sept	Oct	Nov/Dec	Jan	Jan	Jan	Feb/Mar	Apr/May	Jun	Total								
Staff Title	ZA-01	ZA-02	ZA-03	ZA-04	ZA-05	ZA-06	ZA-07	ZA-08	ZA-09	Total									
Coordinator	\$ 3,262.27	\$ 6,492.99	\$ 9,799.43	\$ 14,102.85	\$ -	\$ 15,554.14	\$ 4,637.85	\$ 17,257.85	\$ 11,402.17	\$ 82,509.55									
Office Assistant	-	-	-	319.59	-	-	426.12	-	-	745.71									
Accountant I	962.24	2,195.11	1,473.43	2,691.27	1,473.43	4,600.71	-	6,224.49	1,713.99	21,334.67									
Acct & Fin Division Chief	39.56	138.44	-	118.67	39.56	39.56	-	79.11	-	454.90									
Supervising Accountant	4,463.35	2,822.12	1,841.38	1,921.44	1,280.96	5,984.49	-	6,044.53	2,041.53	26,399.80									
County Counsel	1,186.50	113.00	452.00	3,277.00	-	4,294.00	508.50	802.30	5,107.60	15,740.90									
Principal Planner	-	-	-	131.92	-	-	-	-	-	131.92									
Planner III	-	-	-	397.68	-	-	-	-	-	397.68									
Audit Fees	-	-	3,110.00	-	-	-	-	-	-	3,110.00									
	\$ 9,913.91	\$ 11,761.66	\$ 16,676.24	\$ 22,960.42	\$ 2,793.95	\$ 30,472.90	\$ 5,572.47	\$ 30,408.28	\$ 20,265.29	\$ 150,825.12									

# Fresno County Zoo Authority 2014 Meeting Calendar

Adopted February 26, 2014

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su		Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## Fresno County Holidays

January 1	New Year's Day	May 6	Memorial Day	November 11	Veterans Day
January 20	Martin Luther King Day	July 4	Independence Day	November 27	Thanksgiving Day
February 17	Presidents' Day	September 1	Labor Day	November 28	County Holiday
March 31	César Chávez Day, observed	November 4	Election Day	December 25	Christmas Day

**IMPARTIAL ANALYSIS BY COUNTY COUNSEL  
MEASURE Z (2014)**

State law authorizes the Fresno County Zoo Authority (the "Authority") to adopt an ordinance imposing a special countywide sales tax ("transactions and use tax") to be expended exclusively for the support of zoos, zoological facilities, and related zoological purposes within the County of Fresno. The transactions and use tax must be at the rate of 0.1 percent.

State law requires that the ordinance imposing the transactions and use tax be approved by two-thirds of the voters of the Fresno County voting on the ordinance.

In 2004, the Authority adopted an ordinance imposing a transactions and use tax (the "2004 Ordinance") at the rate of 0.1% for a period of 10 years. Later that year, the voters approved the 2004 Ordinance by the required vote margin. The 2004 Ordinance is set to expire in 2015.

Earlier this year, the Authority adopted an ordinance (the "2014 Ordinance") imposing an extension of the 2004 Ordinance for an additional ten (10) years. The 2014 Ordinance is on the ballot for the consideration of Fresno County voters. If Measure Z is approved by the voters, the transaction and use tax at the rate of 0.1% would be extended for an additional ten (10) years, expiring in the year 2025.

Like the 2004 Ordinance, the tax revenues generated by the 2014 Ordinance would be used exclusively to support the Fresno Chaffee Zoo. The expenditure plan in the 2014 Ordinance provides for the following uses:

1. The Fresno Chaffee Zoo would be required to spend a minimum of two-thirds of the funds distributed for capital improvement projects approved by the Authority Board,
2. Up to one-third of the funds will be available for operations and maintenance of the Fresno Chaffee Zoo.

The tax revenues would also be used to reimburse the County for election costs and for the fees charged by the State to administer the tax. Tax revenues would also be used to pay administrative costs, capped at 2% per year.

The Fresno County Zoo Authority would be responsible for the specific expenditures of the tax revenues. The seven-member Authority board consists of the mayor of Fresno, or her designee, and six members appointed by the Fresno County Board of Supervisors, one of whom must have expertise in zoo matters.

  
Daniel C. Cederborg, County Counsel

## FISCAL IMPACT STATEMENT

This ballot measure is to extend the current Retail Transaction and Use Tax in the incorporated and unincorporated areas of Fresno County at the rate of one-tenth of one percent (0.10%), which expires on March 31, 2015. The State board of Equalization will continue to administer this sales tax if approved by at least two-thirds of the electors voting on the measure.

This ordinance will generate approximately ten million five-hundred thousand dollars annually (\$10,500,000) with the growth of this revenue generally following the economic trends within the local community. The total estimated proceeds for the ten year period extension will be approximately one hundred five million dollars (\$105,000,000).

The revenue from the Fresno County Zoo Authority Transactions and Use Tax Ordinance will be used exclusively for zoos, zoological facilities, and related zoological purposes within Fresno County. This tax will terminate on the later date of March 31, 2025, or 10 years after the first day of the first calendar quarter following the execution of the State Board of Equalization contract in accordance with the provisions of the Transactions and Use Tax Ordinance.



Vicki Crow, CPA  
Auditor-Controller/Treasurer-Tax Collector  
County of Fresno

### **2014 Argument in Favor:**

For more than a century, **Fresno Chaffee Zoo** has educated, entertained and delighted visitors. In 2004, Fresno County voters overwhelmingly approved Measure "Z" to restore this regional treasure to its once pristine condition.

Now, we have the opportunity to build on Chaffee Zoo's amazing success story for another ten years.

**We appreciate the continuation of your support!**

### **2004 Measure "Z" accomplishments:**

- As promised, Measure Z funds have been effectively used to **restore, repair and enhance** the Zoo.
- Area residents have enthusiastically responded to these improvements. Zoo attendance has **more than doubled** since 2003 to 691,320 in 2013, and **admission prices have not increased in 10 years.**
- In 2013, over **175,000 children** participated in the Zoo's **education programs.**
- Our zoo is now able to maintain **humane animal care** and retain excellent veterinarian and animal specialists.
- Animal exhibits have been renovated into safe natural habitats; notably, the reptile house with an expanded area for our new **king cobra and Komodo dragon.**
- Our **Species Survival Plan** protects endangered species populations.
- Our fabulous new **Sea Lion Cove** is the envy of other zoos nationwide.
- Our world-class **African Adventure** exhibit, which includes lions, elephants, cheetahs, rhinos, meerkats and more, is currently under construction (completion: 2015...funded by 2004 Measure Z). This exhibit will be Fresno Chaffee Zoo's most spectacular attraction ever.

### **Future plans:**

- New **children's education** center
- New amazing hippopotamus, crocodile, penguin and gorilla exhibits

- Renovate/expand current exhibits into more naturalistic habitats
- **KEEP ADMISSION PRICES AFFORDABLE** for our Fresno County families

For a list of endorsements or more information, please visit our website:  
[KeepOurZoo.org](http://KeepOurZoo.org).

Fresno County residents can now vote to continue our support for this fabulous regional treasure. Let's ensure that our children and future generations can continue to enjoy Fresno County's proudest achievement by voting **YES, again, on Measure "Z."**

s/ Jean Chaffee  
Dr. Paul Chaffee's Widow

s/ Jim Yovino  
Superintendent  
Fresno County Office of Education

Dennis Woods  
Keep Our Zoo, Measure "Z" Chairman  
President and CEO United Security Bank

s/ David McDonald  
2004 Save Our Zoo, Measure "Z" Chairman  
Retired Pelco President and CEO

s/ Angel Arellano  
Inspired 2004 Measure "Z" as a 9 year old child

**Rebuttal to the Argument in Favor of BALLOT PROPOSITION: KEEP OUR ZOO: MEASURE "Z"**  
**On the Statewide General Election for Fresno County to be held on November 4, 2014**

**Vote NO on Measure Z**

The Zoo NO LONGER needs to be saved.

- In 2004, taxpayers were asked to save the zoo; that's been accomplished.
- The Zoo now has tens of millions of dollars in reserve.

We do not need Measure Z to keep our Zoo.

- The Zoo Director publicly stated the Zoo has sufficient funding to remain operational into the next decade.

Millions of Measure Z dollars go to State politicians to spend.

- Voters were promised in 2004 that "funds will not go to government"; every dime of Measure Z funds would be spent restoring the Zoo. NOT SO. Paragraph 6 of the Impartial Analysis by County Counsel acknowledges "fees charged by the State". After Sacramento continues to take MILLIONS OF DOLLARS IN FEES, the remaining money goes to the Zoo.
- Virtually every enhancement to the Zoo has cost far more than budgeted. Sea Lion Cove was budgeted at \$5 million and ended up costing twice that. The Africa Expansion is MILLIONS over budget. This is irresponsible and extremely bad planning.
- The Zoo awards multi-million dollar contracts in CLOSED DOOR BIDDING.
- Salaries skyrocketed from \$2.2 million in 2006 to \$5.5 million in 2014, over double during a major recession.
- Taxpayers are NOT granted FULL TRANSPARENCY on how Zoo funds are spent.

There is no NEED or JUSTIFICATION for Measure Z. You can support the zoo by donating to the zoo.

There is nothing affordable about a \$105 million tax.

**Vote NO on Measure Z.** [www.NoOnMeasureZ.com](http://www.NoOnMeasureZ.com)

Diana Diehl  
Grandmother

Frank X. Esquivel  
Retired Law Enforcement

Chris Mathys  
Former Councilman

Harol Habib, Jr.  
Farmer

Joan LeRoux  
Major Zoo Donor

**ARGUMENT AGAINST BALLOT PROPOSITION: KEEP OUR ZOO: MEASURE "Z"**  
**On the Statewide General Election for Fresno County to be held on November 4, 2014**

In 2004, there was a need to ask Fresno County voters to authorize a TEMPORARY increase in the local sales tax to save the Fresno Chaffee Zoo; the need no longer exists.

Taxpayers have donated more than \$99 million already. Together, the Zoo and Zoo Authority have tens of millions of dollars on hand.

There is no justification for keeping this tax in place for another 10 years.

- The Zoo itself says that it has enough money to remain open and operational into the next decade without extending the sales tax.
- In 2004, voters were promised that "funds will not go to government. By law, every dime must be spent restoring the Zoo." Yet, nearly \$4.8 million has gone to Sacramento as administrative fees. Renewal of Measure Z will only result in sending more of your tax dollars to Sacramento for state politicians to spend.
- The Sea Lion Cove was budgeted at \$5 million; it actually cost \$10.5 million.
- The African Expansion was supposed to cost \$30 million plus architectural fees. To date, the Zoo Authority approved almost \$51.7 million...an increase of 72%. This is BOTH bad planning and irresponsible.
- The Zoo has awarded millions of dollars in contracts using a CLOSED DOOR process. A lack of complete transparency is inexcusable when spending your tax dollars.
- The Zoo plans to spend \$350,000 of Zoo money for the consultant for the Measure Z renewal campaign rather than raising money from individual contributors.

Supporting the Zoo is commendable and can be done by purchasing a membership or visiting the zoo; however, it is just plain wrong to force ALL Fresno County residents to continue paying a higher sales tax.

Vote NO on Measure Z. [www.NoOnMeasureZ.com](http://www.NoOnMeasureZ.com)

Joan LeRoux  
Chair, No on Measure Z 2014  
Small Business Owner

Michael Goossen  
Small Business Consultant, CPA

Chloe E. Foster  
Housewife

Greg Barber  
Retired Business Owner

Kevin Hall  
Business Owner, Retired  
Member, No on Measure Z 2014

---

Kim Buck  
Business Owner

## **Measure Z 2014**

### **Rebuttal – from Keep Our Zoo, Yes On “Z”**

#### **Here are the FACTS:**

Without renewing Measure Z, we will **not** be able to keep the Fresno Chaffee Zoo as we know it today.

**Without Measure “Z” Funds**, admission prices will be raised substantially - to a level that will exclude many Fresno County families from being able to afford a trip to the Zoo; resulting in a much lower attendance.

- New exhibit investments would cease.
  - Educational opportunities for our families and children would experience severe cutbacks.
- Measure Z has independent strict financial processes, which account for every penny spent and an open purchasing process that encourages competition and public input.
- As an example of sound fiscal management, Sea Lion Cove was budgeted for \$10.5 million - it came in under budget and ahead of schedule.
  - Because of broad based community support, \$500,000 additional dollars were raised for the project from outside donations. These donations allowed for additional desired features.
  - The Zoo has never exceeded a committee-approved budget.
- The Keep Our Zoo campaign is funded by private donors, **not** by public funds.
- Whether it is maintaining humane and attractive environments for the animals and visitors or offering top-tier educational programs for our students, Fresno Chaffee Zoo has a proven track record of excellence. As a result, the Zoo is attracting tourist dollars that greatly benefit the entire Fresno area economy.

By voting **YES** on Measure Z, you can help us keep Fresno’s Chaffee Zoo as the premier treasure in our San Joaquin Valley.

\_\_\_\_\_  
s/ Jean Chaffee  
Dr. Paul Chaffee's Widow/Author

\_\_\_\_\_  
s/ Jim Yovino  
Superintendent  
Fresno County Office of Education

\_\_\_\_\_  
s/ Dennis Woods  
Keep Our Zoo, Measure "Z" Chairman  
President and CEO United Security Bank

\_\_\_\_\_  
s/ David McDonald  
2004 Save Our Zoo, Measure "Z" Chairman  
Retired Pelco President and CEO

\_\_\_\_\_  
s/ Angel Arellano  
Inspired 2004 Measure "Z" as a 9-year-old child

### VERIFICATION

The undersigned authors of the rebuttal to the argument against the ballot proposition "*Measure Z*" at the State General Election for the Fresno County to be held on November 4, 2014 hereby state that this argument is true and correct to the best of their knowledge and belief.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Jean Chaffee

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Jim Yovino

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Dennis Woods

Signed \_\_\_\_\_ Date \_\_\_\_\_  
David McDonald

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Angel Arellano

1                                   **AGREEMENT REGARDING**  
2                                   **DONATION TO REIMBURSE FRESNO COUNTY ZOO AUTHORITY FOR ACTUAL**  
3                                   **COST OF NOVEMBER 2014 ELECTION**

4           THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of July 2014, by and  
5 between the FRESNO COUNTY ZOO AUTHORITY, a political subdivision of the State  
6 of California, hereinafter referred to as "AUTHORITY," and the FRESNO'S CHAFFEE  
7 ZOO CORPORATION, a California nonprofit public benefit corporation, hereinafter  
8 referred to as "CORPORATION."

9                                   **RECITALS**

10           WHEREAS, pursuant to public election in 2004, Ordinance No. 04-014 was  
11 passed which initially imposed the one-tenth of 1 percent (0.10%) retail transactions and  
12 use tax to support capital improvements at the Chaffee Zoo and the CORPORATION,  
13 and the administration of the Authority;

14           WHEREAS, Ordinance No. 04-014 permits the proceeds of the tax to pay the  
15 costs of the initial election or any successor tax;

16           WHEREAS, on April 30, 2014, the AUTHORITY enacted Ordinance No. 2014-01,  
17 extending a one-tenth of 1 percent (0.10%) retail transactions and use tax, to support  
18 capital improvements at the Chaffee Zoo, the operations and maintenance of the  
19 Chaffee Zoo and the CORPORATION, and the administration of the AUTHORITY;

20           WHEREAS, the Ordinance No. 2014-01 must be submitted to the electorate of  
21 Fresno County for approval;

22           WHEREAS, the AUTHORITY has requested that the County, through the Office  
23 of the County Clerk/Registrar of Voters, conduct the election regarding the Ordinance in  
24 November 2014 (the "November 2014 Election")

1       WHEREAS, on June 17, 2014, the Fresno County Board of Supervisors adopted  
2 a Resolution approving the inclusion of Ordinance No. 2014-01 on the November 4,  
3 2014 ballot;

4       WHEREAS, Ordinance No. 2014-01 requires that the AUTHORITY reimburse the  
5 County of Fresno (the "County") for the actual cost of conducting the election at which  
6 the Ordinance will be considered by the electorate of Fresno County; and

7       WHEREAS, in response to a suggestion made by the Board of Supervisors, the  
8 CORPORATION is willing to reimburse the AUTHORITY for the cost of the November  
9 2014 Election with non-tax revenue; and

10       WHEREAS, the AUTHORITY has authorized the acceptance of this donation  
11 from the CORPORATION, and

12       WHEREAS, the parties would like to document the CORPORATION's agreement  
13 to pay the costs of the election, and to provide for the procedures by which the donation  
14 will be made by the CORPORATION, and accepted by the AUTHORITY.

15       NOW THEREFORE, in consideration of their mutual promises as hereinafter set  
16 forth, the AUTHORITY and the CORPORATION agree as follows:

17                               **AGREEMENT**

18       **1. DONATION OF FUNDS BY ZOO CORPORATION TO ZOO AUTHORITY**

19       The CORPORATION agrees to reimburse the AUTHORITY for the actual cost  
20 paid by the AUTHORITY to the County to conduct the November 2014 Election with  
21 respect to Ordinance No. 2004-014 in an amount not to exceed seventy-five thousand  
22 dollars (\$75,000). The CORPORATION will make this donation with funds that are not  
23 derived from tax revenue granted to the CORPORATION by the AUTHORITY.

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**2. PROCEDURE TO PAY FUNDS**

Following receipt of an invoice from the County for the costs incurred by the County to conduct the November 2014 Election, the AUTHORITY shall send by first class mail postage prepaid, a copy of that invoice to the CORPORATION at the address listed below in section 6 of this Agreement. Within 45 calendar days of receipt of this invoice from the AUHTORITY, the CORPORATION shall remit the full amount set forth in the invoice, up to an amount not to exceed seventy-five thousand dollars (\$75,000), to the AUTHORITY at the address listed below in section 6 of this Agreement.

**3. MODIFICATION**

Any matters of this Agreement may be modified from time to time by the written consent of the parties without, in any way, affecting the remainder.

**4. NON-ASSIGNMENT**

Neither party shall assign, transfer or subcontract this Agreement nor its rights or duties under this Agreement without the prior written consent of the other party.

**5. HOLD HARMLESS**

The CORPORATION agrees to indemnify, save, hold harmless, and at the AUTHORITY's request, defend the AUTHORITY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to the AUTHORITY in connection with the performance, or failure to perform, by the CORPORATION, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or

1 damaged by the performance, or failure to perform, of the CORPORATION, its officers,  
2 agents, or employees under this Agreement.

3 **6. NOTICES**

4 The persons and their addresses having authority to give and receive notices  
5 under this Agreement shall be the following:

6	<u>AUTHORITY</u>	<u>CORPORATION</u>
7	FRESNO COUNTY ZOO	FRESNO'S CHAFFEE ZOO
8	AUTHORITY	CORPORATION
9	c/o Zoo Authority Coordinator	c/o Chief Executive Officer
10	Department of Public Works and	Chaffee Zoological Gardens
11	Planning	894 W. Belmont
12	County of Fresno	Fresno, California 93728
13	2220 Tulare Street, Sixth Floor	
14	Fresno, California 93721	

15 Any and all notices between the AUTHORITY and the CORPORATION provided  
16 for or permitted under this Agreement or by law shall be in writing and shall be deemed  
17 duly served when personally delivered to one of the parties, or in lieu of such personal  
18 service, when deposited in the United States Mail, postage prepaid, addressed to such  
19 party.

20 **7. GOVERNING LAW**

21 The parties agree, that for the purposes of venue, performance under this  
22 Agreement is to be in Fresno County, California.

23 The rights and obligations of the parties and all interpretation and performance of  
24 this Agreement shall be governed in all respects by the laws of the State of California.

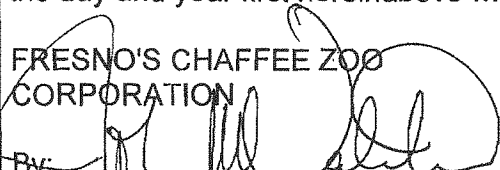
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**8. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the CORPORATION and the AUTHORITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement. No parol or other evidence outside this Agreement may be offered to explain, construe, contradict, or clarify the terms of this Agreement. Counsel for both parties have reviewed, or have had the opportunity to review, this Agreement, and, accordingly, any rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

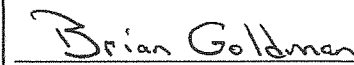
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

FRESNO'S CHAFFEE ZOO CORPORATION


By:   
John Valentino, Chair

  
Type or print name

By:   
Chief Financial Officer

  
Type or print name

FRESNO COUNTY ZOO AUTHORITY

By:   
Peter Herzog, Chair

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TAXPAYER FEDERAL I.D. #:

on file

APPROVED AS TO LEGAL FORM

By: 

Douglas M. Larsen

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg, County Counsel

By: 

Arthur G. Wille, Senior Deputy  
County Counsel

APPROVED AS TO ACCOUNTING FORM

Vicki Crow, Auditor-Controller/Treasurer-  
Tax Collector

By: 

FOR ACCOUNTING USE ONLY:

Org No.: 9810

Account No.: 3041

Requisition No.:



*Fresno's Chaffee Zoo Corporation*



894 West Belmont Avenue

Fresno, California 93728

FRESNO'S CHAFFEE ZOO CORPORATION  
Agenda for a Special Meeting of the Finance Committee  
of the Board of Directors  
Tuesday, July 8, 2014 at 3:00 pm  
Fresno Chaffee Zoo Education Building

1. Call to order – 3:00 p.m.
2. Roll Call
3. Chair Report.
4. Discuss and consider financial options including FY2014 Budget amendment.
5. Public Comment.  
This time is set-aside for the public to comment on any item within the jurisdiction of the Board, but not appearing on the agenda. Items presented under public comment may not be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to comment at the time the item is called for consideration by the Board. Any person addressing the Board under public comment will be limited to a 3-minute presentation to insure that all interested parties have an opportunity to speak. Please state your name.
6. Committee questions and comments.
7. Adjournment.



*Fresno's Chaffee Zoo Corporation*

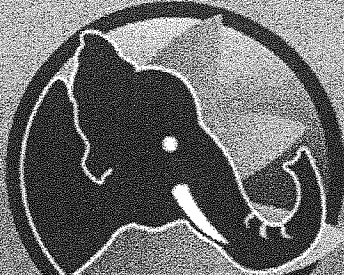


894 West Belmont Avenue

Fresno, California 93728

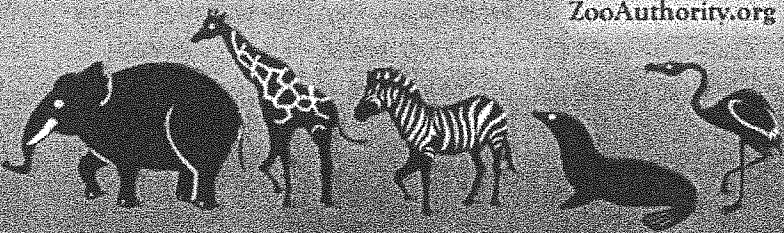
FRESNO'S CHAFFEE ZOO CORPORATION  
Agenda for Regular Meeting of the Board of Directors  
Monday, July 28, 2014 at 5:30 pm  
Fresno Chaffee Zoo Education Building

1. Call to order ~ 5:30 p.m.
2. Roll Call.
3. Discuss and consider minutes.
4. Chair Report.
5. CEO Report.
6. Discuss and consider Financial Report.
7. Discuss and consider Committee Reports.
8. Discuss and consider Conflict of Interest Code review and update model.
9. Discuss and consider FY2014 Budget Amendment.
10. Receive, discuss and consider the FY2013 Audit report.
11. Discuss and consider 2014 proposed Bylaws changes and updates.
12. Public Comment.  
This time is set-aside for the public to comment on any item within the jurisdiction of the Board, but not appearing on the agenda. Items presented under public comment may not be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to comment at the time the item is called for consideration by the Board. Any person addressing the Board under public comment will be limited to a 3-minute presentation to insure that all interested parties have an opportunity to speak. Please state your name.
13. Board questions and comments.
14. Adjournment.



**FRESNO COUNTY  
ZOO  
AUTHORITY**

[ZooAuthority.org](http://ZooAuthority.org)



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## Welcome to the Fresno County Zoo Authority


Next Regular Meeting:  
Wednesday, August 27, 2014 9:00a.m.

**Zoo Authority  
Audio  
Broadcast**



Location: Fresno County Employees' Retirement Association Building,  
1111 H. Street, Fresno, CA 93721


↘ [2014 Measure Z Extension Documents](#)




The Fresno County Zoo Authority is the public agency responsible for the administration of Measure Z, the unique transactions and use tax (sales tax) which is collected throughout Fresno County for the support of the Chaffee Zoo in the City of Fresno. The sales tax, at the rate of 0.1%, is collected by retailers and sent to the State Board of Equalization (BOE). The BOE then deducts its administrative fee and forwards the remaining revenue (about \$10 million per year) to the Zoo Authority.

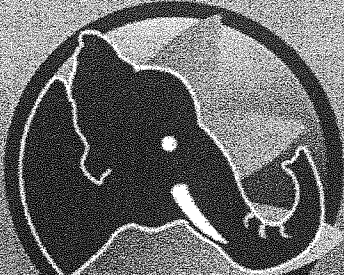
The Zoo Authority may spend up to 2% of the revenue for its own administrative expenses. Of the remaining 98%, at least 2/3 must be spent on capital improvement projects at the Zoo, and up to 1/3 may be spent on operations and maintenance at the Zoo.

The Zoo Authority is governed by a seven-member board. This board consists of six qualified electors (Fresno County voters) who are appointed by the Fresno County Board of Supervisors, plus the Mayor of Fresno. One of the appointed members must have expertise in zoo matters, and is nominated by the Chair of the Board of Supervisors for the same (one-year) term as the Chair. The other five appointed members are each nominated by a member of the Board of Supervisors, and serve for the same (four-year) term as the nominating Board member. The Mayor may appoint an alternate and serves as long as he or she is in office. The Board Chairman acts as spokesman for the board. Requests for information may be made by phone, mail or email to the Board Coordinator, who is the designated point of public contact for the Board.





The Zoo Authority Board is responsible for the tax funds. A different organization, the private non-profit entity, Fresno's Chaffee Zoo Corporation, that took over the Fresno Chaffee Zoo from the City of Fresno on January 1, 2006, is responsible



FRESNO COUNTY  
**ZOO**  
AUTHORITY

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Board Members

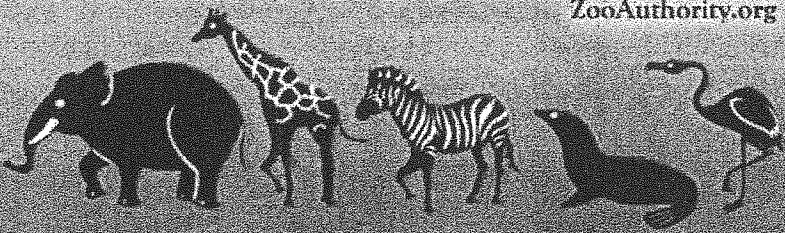
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ZooAuthority.org



*Transparency and Availability of Information*

*2014 Measure Z Extension Documents | Founding Documents | Reports*

*Contracts, Policies and Procedures | Budgets | Bylaws and Policies*

**2014 Measure Z Extension Documents<sup>(top)</sup>**

Agreement for Fresno's Chaffee Zoo Corporation to Reimburse Ballot Cost 7/17/14

Public Notice for receipt of Ballot Arguments 7/10/14

Board of Supervisors Resolution to place Measure Z Extension on 11/4/14 Ballot 6/17/14

Resolution for Measure Z Extension Ordinance 4/30/14

Adopted Measure Z Extension Ordinance 4/30/2014

Notice of Public Hearing for Proposed Measure Z Extension Ordinance 4/23/14

**Founding Documents <sup>(top)</sup>**

Resolution Creating Fresno County Zoo Authority, 7/13/2004; Revised 1/15/2007

Ballot Measure Results 11/2/2004

Measure Z Ballot Text, Analysis and Arguments, 11/2/2004

Adoption of Resolution Placing Proposed Zoo Sales Tax on Ballot, 7/27/2004

Adoption of Sales Tax Ordinance, 7/27/2004

## **Fresno Chaffee Zoo board OKs \$75,000 for Measure Z renewal vote**

By Brianna Vaccari The Fresno Bee June 16, 2014

The Fresno Chaffee Zoo Corp. board of directors voted unanimously Monday to cover the cost to put Measure Z on the November ballot for renewal. The measure would ask Fresno County voters to continue the one-tenth-of-a-cent sales tax that first went into effect 10 years ago.

The zoo will pay up to \$75,000 with non-tax revenue to put the issue on the ballot, said zoo director Scott Barton. Election costs are estimated to be about \$45,000.

Fresno County supervisors balked earlier this month when they were asked to foot the bill to put the Measure Z renewal up for a public vote this fall.

The new Measure Z would also be a one-tenth-of-a cent sales tax to pay for additional exhibits that include large animals, such as hippos, and to expand the zoo to 39 acres -- about one-quarter of Roeding Park, its ultimate build-out if the renewal of Measure Z is passed.

The zoo board also passed a resolution stating its intention to continue to comply with transparency policies and provide information to the public. The resolution established a new policy to provide names of contractors, pre-construction fees, general conditions and the construction manager contingency proposal for projects exceeding \$4 million.

For the most part, the resolution covered things the zoo already does, Barton said.

The Fresno County Board of Supervisors is scheduled to vote today on a resolution to officially put the measure on the Nov. 4 ballot.

Read more here: <http://www.fresnobee.com/2014/06/16/3980914/fresno-chaffee-zoo-board-oks-75k.html#storylink=cpy>

## **Sacramento zoo seeks yard waste to feed animals**

The Associated Press June 25, 2014

SACRAMENTO, Calif. — California's Sacramento Zoo is urging homeowners to think of their tree trimmings and other yard waste as a potential meal for its animals.

Zoo officials have been placing door hangers in some neighborhoods asking for donations of clippings from trees and shrubs that various animals, including giraffes and zebras, find tasty, the Sacramento Bee reported on Tuesday (<http://bit.ly/1wwLa3n>). Officials want to supplement the trimmings from trees on zoo property.

"We hope that it will take off so that donations can provide what we need instead of cutting on zoo property," said Melissa McCartney, primary keeper of ungulate stock at the Sacramento Zoo. "The tree trimmings we need to provide the animals are more than what we can get."

McCartney said branches are better for the animals than food pellets because they also give them something to do.

The sitatunga, a marsh dweller from central Africa, for example, plays with his food.

"He likes the elm and mulberry, and after he strips all the leaves off, he likes to fight the branch with his horns," said McCartney. "He gets the most enjoyment out of it."

The list of desired plants includes many that are common in Sacramento, such as ash, bamboo and cottonwood.

The plants must not be treated with pesticide, and must be free of disease. There are also some trees and shrubs that are toxic to animals. That list includes oleander, oak, camphor and most pines.

At least 40 animals at the zoo receive trees and shrubs each day, though giraffes get the most. An adult giraffe can consume 75 to 100 pounds of leaves a day. The zoo has five giraffes.

Information from: The Sacramento Bee, <http://www.sacbee.com>

## Fresno zoo's tiger cubs playing hard at 6 months old

By Ron Orozco    The Fresno Bee    July 7, 2014

At 6 months old, the four Malayan tiger cubs at Fresno Chaffee Zoo like to go, go, go! Then, they sleep.

"They are starting to turn into tigers," says Lyn Myers, assistant curator for mammals. "They're still active, but they're sleeping sounder. They play hard and sleep."

Born Jan. 5, the cubs — Arya, Batari, Berani and Cinta — have grown a lot. When they were first weighed, Cinta, a male, was the lightest at 2.82 pounds. Since then, their appetites have grown. Each chows down 2.5 pounds of meat a day. On Monday, when zoo officials talked about the cubs reaching 6 months old, Berani, also a male, tipped the scales the heaviest at 47.1 pounds.

The cubs continue to develop their own personalities. Although they feed separately, they still have fits at feeding time. "We're seeing more aggression during feeding," Myers says. "Their brains are kicking in: 'I don't want to share.' Tigers aren't together in the wild, like they are here."

The adorable cubs continue to have an impact on the zoo. They have become immortalized in the gift shop. Similar to kids' finger-paint hand prints, the cubs' "paw prints" sell on canvas or in frames, ranging from \$75 to \$200.

At the front gate, visitors regularly ask, "Where are the tigers?" And then they make a beeline to them. "People come just for the tiger cubs," Myers says. "Some say they come once a month because they want to see them grow up."

Neil Jones visited the zoo on March 10, when the cubs made their public debut in the tiger habitat. He also came Monday and could hardly believe his eyes. "They've grown so much," he says.

Jennifer Hayes of Turlock visited the zoo Monday with her grandmother, June Maslowski of Clovis. "She reads about them in the paper all the time," Hayes says. "She's so excited, she likes to bring people to see them." What does Hayes think? "They're so cute. They're like big kittens. They remind me of our cats at home. They play just like them."

The triple-digit temperatures in the central San Joaquin Valley don't bother the cubs, who splash in the tiger habitat pool to cool down. "As long as they have water and shade, they're fine," Myers says. "Tigers are from tropical areas." All that splashing isn't just for fun. "Tigers hunt in water," Myers says. "They're super swimmers."

Read more here: <http://www.fresnobee.com/2014/07/07/4014217/playing-hard-at-6-months-old-chaffees.html###storylink=cpy>

## **Keeping funds flowing into Fresno's Chaffee Zoo**

Thursday, July 10, 2014 FRESNO, Calif. (KFSN) –

It was more than ten years ago that Angel Arellano started a campaign to help save Fresno's struggling Chaffee Zoo. Today that same little girl is now 20, still urging Fresnoans to support the local zoo.

"Dear Fresno Bee, my name is Angel and I am nine," said Angel Arellano. At the ripe age of nine, Arellano wrote a letter to the Fresno Bee. She was concerned about lack of funding at the Fresno Chaffee Zoo and started raising money.

Her simple gesture inspired Measure Z. The sales tax went into effect ten years ago and funds renovations and upkeep at the zoo. Now as a 20-year-old college student, Arellano is once again rallying behind the measure, but this time for its renewal. "This is the kind of stuff that would happen if we passed the second Measure Z, these big exhibits that are being built," said Arellano.

The 2014 Measure Z is identical to the first one. A one-tenth of one percent sales tax. Measure Z Chairman Dennis Woods says it'll allot ten to twelve million a year for the zoo, about \$110 million over ten years. He spoke alongside Fresno Mayor Ashley Swearengen at a press conference Thursday.

"The Zoo in Fresno has become one of the single most important destination locations in all of the Central San Joaquin Valley," said Swearengen. A destination the Mayor hopes will be around for decades to come.

A watchdog group that monitors city spending is against the tax. The Valley Taxpayers Coalition says very little goes back to the zoo, instead the tax feeds salaries and overhead costs. It's tax battle they're willing to fight in November.

## Fresnans seek support for Chaffee Zoo tax renewal

By Sharon Martin   The Fresno Bee   July 10, 2014

Volunteers of the Keep Our Zoo campaign gathered Thursday at the Fresno Chaffee Zoo to drum up support for Measure Z on the November ballot. Originally approved by voters in 2004, Measure Z levies a tenth-of-a-cent sales tax in Fresno, which is used to fund new exhibits, zoo staff and attractions.

Fresno Mayor Ashley Swearengin is a supporter of the zoo and encourages voters to vote yes on Measure Z. "We must keep our zoo," Swearengin said. "This is truly an amenity we're all proud of."

In 2004, Measure Z passed with 73% of the vote. One key figure in the measure's success was Angel Arellano. When Arellano, then 9, first heard about the zoo being in danger, she wrote a letter to The Fresno Bee and included a \$1 donation to help the zoo get back on firmer financial footing. The published letter encouraged people of Fresno to donate to the zoo and to vote to support its funding. Arellano, now 20, continues to support the place she loved as a child and worked at as a teenager.

"Working here helped me see how happy the zoo makes people," Arellano said. Arellano said she hopes her story from a decade ago will motivate today's children to push for zoo funding.

Dennis Woods, chairman of the Keep Our Zoo event, said the zoo is a legacy Fresno should cherish. "It's affordable for everyone," Woods said. "We're not here to pick your pockets, we're here to ask for your help."

Admission hasn't been raised for the zoo in 10 years and that will continue if Measure Z is renewed. Also, the zoo plans to open new hippo, crocodile and penguin exhibits in November, projects that Measure Z made possible, said CEO and zoo director Scott Barton.

# OPINION

The Fresno Bee

Saturday, July 12, 2014 A10

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## OUR VIEWS

### Vote 'yes' on Measure Z

Sales tax is making Fresno's zoo  
a premier attraction in Valley.

By The Bee Editorial Board

Looking ahead to the November general election, we believe there is an item that should be a slam-dunk "yes" for voters: Measure Z renewal for the Fresno Chaffee Zoo.

The tenth-of-a-cent sales tax has fulfilled promises its backers made to Fresno County voters when they passed the first Measure Z with 73% support in 2004.

And let's not forget that approval of Measure Z — which adds just one penny for every \$10 spent on taxable goods — paid dividends even before the taxes started rolling in.

Fresno then was in danger of losing its zoo accreditation because of a backlog of maintenance items and much of the facility not meeting modern standards. Without accreditation, the Chaffee Zoo would have lost its large animals, meaning that the facility would have become little more than a petting zoo for small animals.

But upon hearing that Fresnoans had passed the sales tax, the American Zoo and Aquarium Association granted the zoo a one-year extension to meet accreditation standards. That was because AZA officials knew that there would be adequate money to fix the problems and upgrade the zoo for the betterment of the animals and visitors.

Over the past 10 years, the community and zoo officials have teamed to build and staff an educational attraction that we all can be

proud of. And they have done it without raising ticket prices.

Two-thirds of Measure Z funds have paid for popular features such as Sea Lion Cove, Stingray Bay and the reptile house renovation that includes the King Cobra exhibit. Measure Z also is paying for the 13-acre "African Adventure" that is now underway and will add African elephants, lions, cheetahs and meerkats. The remaining one-third of the estimated \$100 million in taxes has gone to staffing.

Zoo attendance was holding steady at about 350,000 a year before Measure Z. Two years ago, 580,000 went through the turnstiles and last year the zoo shattered the previous record with 691,320 visitors.

A glance at car dealer license plate frames in zoo parking spaces suggests that families are coming from all over the San Joaquin Valley to enjoy the zoo. This is good for our economy and for our civic pride. It's also a reminder that Fresno is the anchor city of the Valley — a community that is expected to lead the way in arts, entertainment and education.

If you doubt the value of how much a tenth-of-a-cent sales tax can deliver, take a child to the zoo. See their eyes sparkle while watching the sea lions or the four Malayan tiger cubs. Yes, you can see tiger cubs on television and DVDs. But that isn't the same as seeing them up close — in person — as they frolic together.

Measure Z is a huge success. Let's keep the winning streak going on Nov. 4 by voting "yes" on its renewal.

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