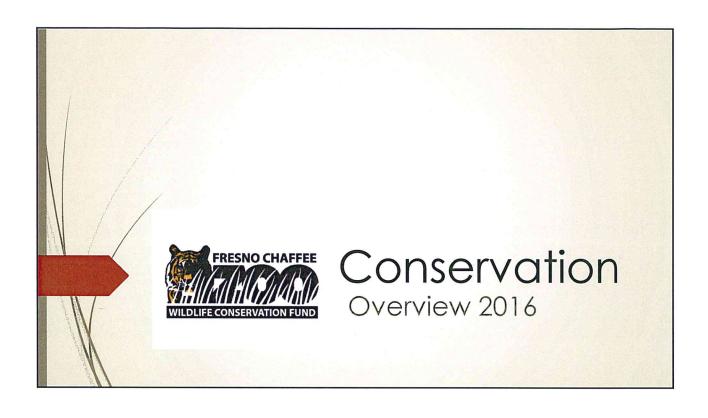
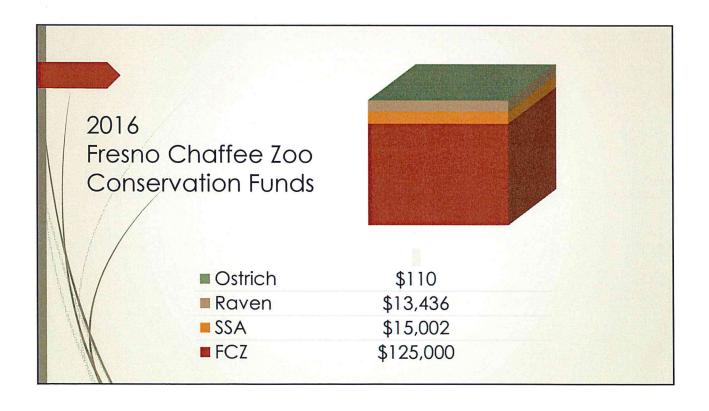
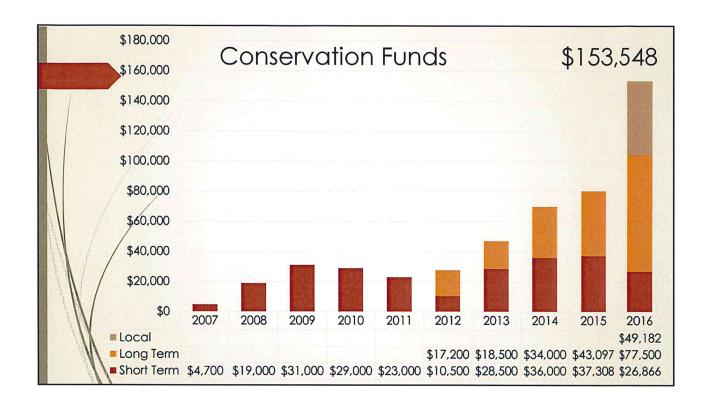


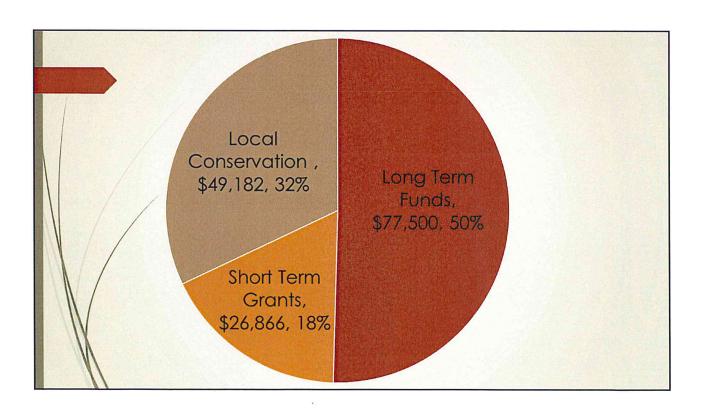
Handouts For December 14, 2016 Meeting Not Included in Agenda

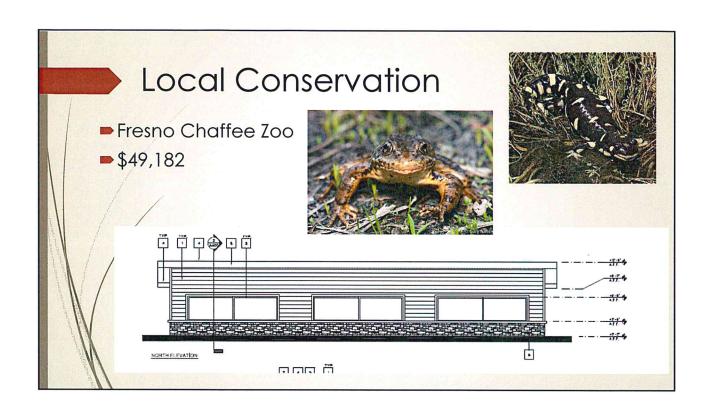
- 1. For Agenda Item 6 Conservation Presentation Conservation PowerPoint Presentation
- 2. For Agenda Item 9 Reference Materials for Retention Request
 - a) December 8, 2016 Harris-Zoo press release
 - b) December 8, 2016 Fresno Bee article
 - c) October 10, 2014 Authority-Zoo Corp Retention Agreement
 - d) September 30, 2015 Authority Retention Policy
- 3. For Agenda Item 11 Staff Reports
 - a) New Retirement Office location and floor plans
 - b) Chairman's letter to Retirement Board Administrator
 - c) Certificate of Appreciation for Jeffrey Blanks

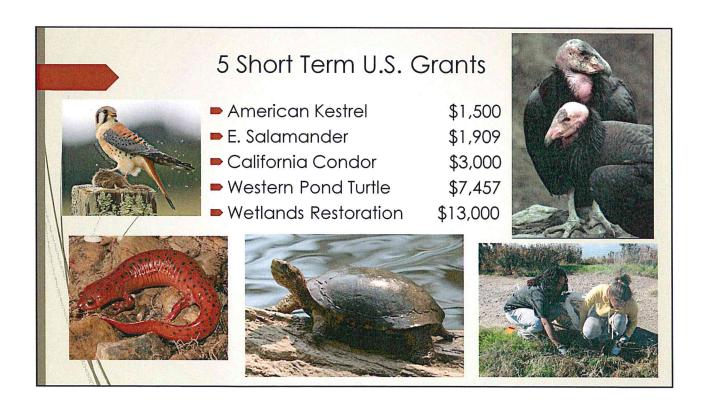






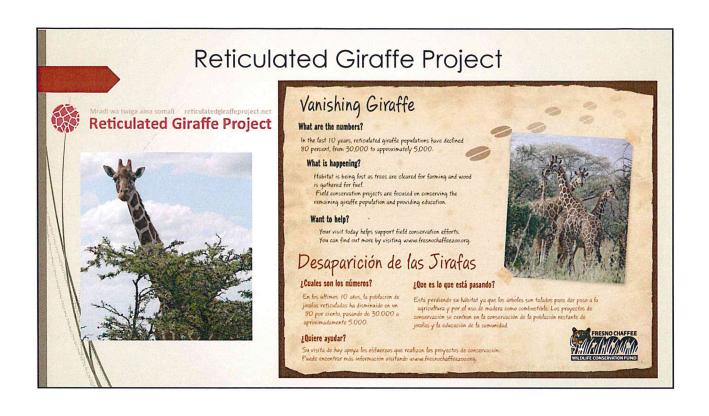


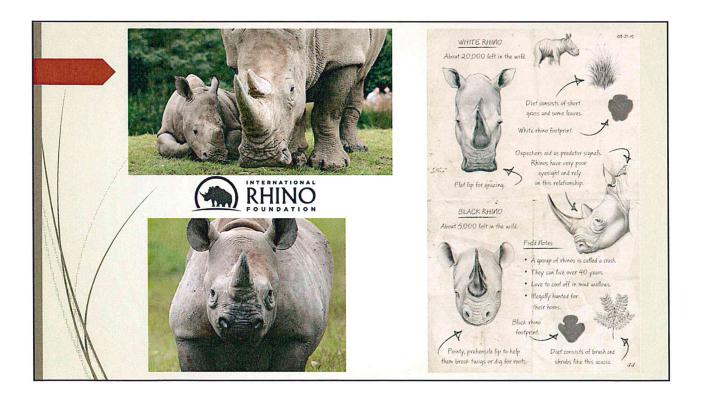


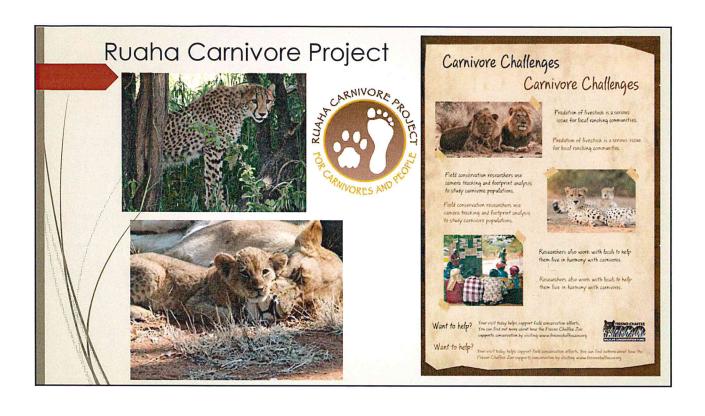


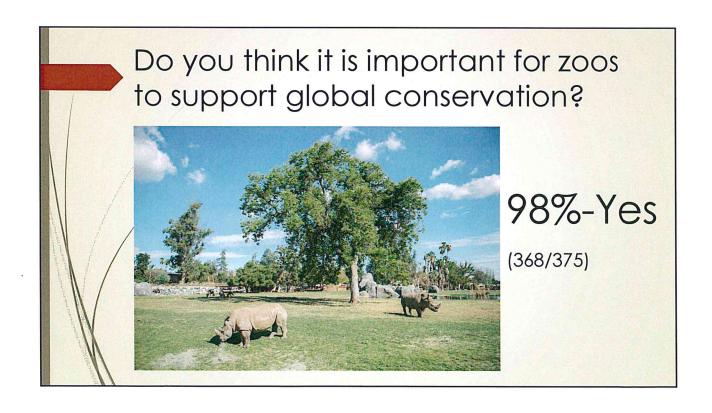


Long Term Support: African Species			
	1 Grevy Zebra (2012-2016)	\$3,000	
	2 Kibale Fuel Wood (2012-2016)	\$3,000	
	3 Action for Cheetahs (2014-2018)	\$3,000	
	4 Tarangire Elephant (2012-2016)	\$7,000	
1-2-1	5 Sahara Conservation Fund (2013-2017)	\$3,000	
© Don Getty	6 Ruaha Carnivore Project (2014-2018)	\$4,000	
	7 Reticulated Giraffe Project (2014-2018)	\$6,000	
the contract of	8 International Rhino (2014-)	\$4,000	
The state of the s			













For Immediate Release December 8, 2016

Contact:

Fresno Chaffee Zoo: Alisha Anderson 559-999-7986

Harris Construction: Diane Tjerrild

Email: dtjerrild@harrisconstruction.com

Mobile: 559-696-6553

HARRIS CONSTRUCTION AND FRESNO CHAFFEE ZOO REACH RESOLUTION ON AFRICAN ADVENTURE PROJECT

Fresno, CA – The new African Adventure exhibit at Fresno Chaffee Zoo has been a wonderfully successful venture, exceeding all of our expectations. As has been recently reported, the Fresno Chaffee Zoo and its Construction Manager, Harris Construction, encountered a few obstacles on the project, a situation not uncommon on large and complex projects. The Fresno Chaffee Zoo and Harris Construction have worked collaboratively to resolve those issues and have finalized an agreement whereby Harris Construction and its subcontractors will be paid. Tonight the Fresno Chaffee Zoo Corporation Board of Directors has ratified that agreement.

Since its opening in October of 2015, over one million people have visited this world class project, making it one of the most well attended zoo exhibits in the United States. The Fresno Chaffee Zoo appreciates all of the hard work by Harris Construction and its subcontractors, as well as the Zoo's dedicated team, to construct and open the African Adventure Exhibit. We are all proud of the project and its impact on our community and look forward to its continued success.

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Fresno Chaffee Zoo inspires wonder of our natural world, provides an engaging learning environment, and creates a passion for conservation.

The Zoo is accredited by the Association of Zoos and Aquariums (AZA).

Harris Construction value engineers, coordinates, and builds substantial construction projects throughout Central California using a dedicated, experienced, and caring team of employees and subcontractors, all the while keeping projects in-budget and on time. Locally owned since 1914.

From: http://www.fresnobee.com/news/local/article119864443.html

DECEMBER 8, 2016 8:13 PM BY MARC BENJAMIN <u>mbenjamin@fresnobee.com</u> December 10, 2016 (appeared in The Fresno Bee print edition)

Fresno Chaffee Zoo and Harris Construction end dispute on African Adventure project

Fresno Chaffee Zoo Corp. agreed Thursday night to settle a lingering money dispute with contractor Harris Construction over the company's work on the zoo's African Adventure exhibit, which opened more than a year ago.

The amount in dispute was about \$2 million – 5 percent of the roughly \$40 million construction bill. Harris claimed that the withheld money was keeping its subcontractors from being fully paid for their work.

But zoo corporation officials said the project wasn't finished, although they declined to disclose what work remained other than to say none of the work affected health or safety.

On Thursday night, following a closed session, Fresno Chaffee Zoo Corp. board President John Valentino gave a brief statement acknowledging the board's approval of a "settlement agreement, which was borne out of mediation." The terms were not announced, other than that the withheld money would be released.

The zoo corporation and Harris officials held a mediation session last week and reached an accord. The funding still must be ratified by the Fresno County Zoo Authority, which releases funds at the zoo corporation's request.

Harris claimed the retention money should have been paid by the end of March and the two sides exchanged letters until October before agreeing to a mediation process.

In an October 2016 letter to zoo officials, David Parkes, Harris president and CEO, said the company had many subcontractors who weren't fully paid.

Valentino said at the time that the zoo corporation wouldn't part with money until it knows the work has been done and other issues are addressed. At the same time, he noted that African Adventure came in on budget and "we are generally pleased with the outcome of exhibit."

African Adventure opened in October 2015, a major expansion of the zoo that has helped draw crowds. More than 1 million people have visited the zoo since then.

\$2 million

The amount retained by Fresno Chaffee Zoo Corp. following completion of African Adventure.

The issue came to light after an October 2016 letter from Parkes was sent to Harris' In a joint statement issued Thursday night by Harris Construction and the zoo corporation

board, both sides acknowledged that they "encountered a few obstacles on the project, a situation not uncommon on large and complex projects."

Company officials explained then that were some "outstanding issues" and estimated nearly three dozen subcontractors were missing some part of their payment.

The letter took a more strident tone than an earlier letter, suggesting that zoo officials weren't cooperating with Harris.

"For these matters to not be resolved a year after the project is completed is inexcusable," Parkes' letter said.

In a joint statement issued Thursday night by Harris Construction and the zoo corporation board, both sides acknowledged that they "encountered a few obstacles on the project, a situation not uncommon on large and complex projects."

Marc Benjamin: 559-441-6166, @beebenjamin

Read more here:

http://www.fresnobee.com/news/local/article119864443.html#storylink=cpy

AGREEMENT REGARDING ESCROW AGREEMENTS FOR SECURITY DEPOSITS IN LIEU OF RETENTION

THIS AGREEMENT is made and entered into this the day of October, 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 5 percent 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;

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

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

WHEREAS, escrow agreements are specifically authorized under the Public Contract Code and ZOOCORP determined that Public Contract Code required that it enter into an escrow agreement with the construction manager for the African Adventure project;

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

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

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

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

- Retention Defined. For purposes of this Agreement, "Retention" means funds retained by the AUTHORITY from the amounts paid to ZOOCORP for invoices received on or before July 15, 2014 related to work performed in constructing the African Adventure project.
- 2. <u>Escrow Account Defined</u>. For purposes of this Agreement, "Escrow Account" means that certain account established at United Security Bank, whose address is 2151 West Shaw

Avenue, Fresno, California 93711, pursuant to the Harris Escrow Agreement".

- 3. <u>Release of Retention.</u> Within fourteen (14) days of the date this Agreement is executed by both parties hereto, the AUTHORITY shall disburse the Retention to the ZOOCORP. Not later than two (2) business days from its receipt of the Retention, ZOOCORP shall deposit the Retention in the Escrow Account. Within one (1) business day of deposit of funds in the Escrow Account, ZOOCORP shall send proof of deposit of the funds to the AUTHORITY.
- 4. Procedures For Payment of Future Invoices By The AUTHORITY. Invoices from the ZOOCORP related to the construction of the African Adventure project that are received by the AUTHORITY subsequent to the date referenced in Paragraph 1 above ("Future Invoices") shall be:
- a. Received, reviewed, and paid in accordance with the terms of the "Agreement Regarding Procedures For Distribution Of Tax Revenue To The Chaffee Zoo" entered into by the AUTHORITY and ZOOCORP on December 21, 2005 and the "Procedures for Approving and Administering Measure Z Funds", most recently revised and approved by the Board of Directors of the AUTHORITY on March 28, 2012.
- 5. **ZOOCORP'S Deposit of Funds Received From AUTHORITY.** Not later than two (2) business days from its receipt of funds from the AUTHORITY for reimbursement of Future Invoices related to the African Adventure project, ZOOCORP shall deposit 5 percent of those funds in the Escrow Account. Within 1 business day of deposit of funds in the Escrow Account, ZOOCORP shall send proof of deposit of the funds to the AUTHORITY.
- 6. <u>Certification to the AUTHORITY.</u> Prior to releasing any funds from the Escrow Account, ZOOCORP will certify in writing to the Board of Directors of the AUTHORITY that all conditions of the escrow agreement have been met, that the construction project is final, and complete in accordance with the construction contract, and that the release of funds in the Escrow Account is appropriate. Such written certification shall include

 certification from the project architect that the project has been completed in all respects in accordance with the plans and specifications. ZOOCORP shall not release funds from the Escrow Account without the prior written consent of the Board of Directors of the AUTHORITY.

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

8. TERMINATION

- a. Non-Receipt of Funds The terms of this Agreement, and the funding to be provided thereunder, are contingent on the receipt of funds by the AUTHORITY. Should the funds received be insufficient to allow the AUTHORITY to transfer funding to the ZOOCORP under this Agreement, this Agreement may be modified or terminated at any time by giving the ZOOCORP thirty (30) days advance written notice.
- b. Breach of Contract The AUTHORITY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the AUTHORITY there is:
 - i. An illegal or improper use of funds;
 - ii. A failure to comply with any term of this Agreement;
 - iii. A substantially incorrect or incomplete report submitted to the AUTHORITY.

In no event shall any payment by the AUTHORITY constitute a waiver by the AUTHORITY of any breach of this Agreement or any default which may then exist on the part of the ZOOCORP. Neither shall such payment impair or prejudice any remedy available to the AUTHORITY with respect to the breach or default. The AUTHORITY shall have the right to demand of the ZOOCORP the repayment to the AUTHORITY of any funds disbursed to the

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ZOOCORP under this Agreement, which in the judgment of the AUTHORITY were not expended in accordance with the terms of this Agreement. The ZOOCORP shall promptly refund any such funds upon demand.

9. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by the ZOOCORP under this Agreement, it is mutually understood and agreed that the ZOOCORP, including any and all of the ZOOCORP's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the AUTHORITY. Furthermore, the AUTHORITY shall have no right to control or supervise or direct the manner or method by which the ZOOCORP shall perform its work and function. However, the AUTHORITY shall retain the right to administer this Agreement so as to verify that the ZOOCORP is performing its obligations in accordance with the terms and conditions thereof. The ZOOCORP and the AUTHORITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof. Because of its status as an independent contractor, the ZOOCORP shall have absolutely no right to employment rights and benefits available to AUTHORITY employees. The ZOOCORP shall be solely liable and responsible for providing to, or on behalf of its employees all legally-required employee benefits. In addition, the ZOOCORP shall be solely responsible and save the AUTHORITY harmless from all matters relating to payment of the ZOOCORP's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, the ZOOCORP may receive funds from others unrelated to the AUTHORITY or to this Agreement.

10. HOLD HARMLESS

The ZOOCORP 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 ZOOCORP, 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 damaged by the performance, or failure to perform, of the ZOOCORP, its officers, agents, or employees under this Agreement.

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

11.INSURANCE

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

- a. Fiduciary/Errors and Omissions coverage for the Board of Directors, in the minimum amount of Three Million Dollars (\$3,000,000). This may be accomplished through either insurance or bonding, or a combination thereof.
- b. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. The AUTHORITY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed

necessary because of the nature of this contract.

- c. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage shall include owned and non-owned vehicles used in connection with this Agreement.
- d. Property Insurance coverage for all assets owned by the ZOOCORP, including vehicles, sufficient to ensure replacement of any/all lost or damaged property assets. The AUTHORITY acknowledges that the underlying real property and some improvements to real property at the zoo will remain the property of the City of Fresno, and that the City will remain responsible for insuring, or self-insuring, those portions of the Zoo.
- e. A policy of Workers' Compensation insurance as may be required by the California Labor Code.

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

The ZOOCORP shall provide certificates of insurance on the foregoing policies to the AUTHORITY, stating that such insurance coverages have been obtained and are in full force; that the AUTHORITY, its officers, agents, and employees will not be responsible for any premiums on the policies; that such insurance names the AUTHORITY, its officers, agents, and

employees, individually and collectively, as additional insureds (except Workers' Compensation insurance), but only insofar as the operations under this contract are concerned; that such coverage for additional insureds shall apply as primary insurance and any other insurance, or self-insurance, maintained by the AUTHORITY, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the ZOOCORP's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to the AUTHORITY. In the event the ZOOCORP fails to keep in effect insurance coverage as herein provided, the AUTHORITY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

12. AUDITS AND INSPECTIONS

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

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

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13. NOTICES

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

AUTHORITY

FRESNO COUNTY ZOO
AUTHORITY
c/o Zoo Authority Coordinator
Department of Public Works and
Planning
County of Fresno
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

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

14. GOVERNING LAW

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

15. CONSTRUCTION.

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

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the ZOOCORP 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, construed, 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 have executed this Agreement as of the day and year hereinabove written.

FRESNO'S CHA	FFEE ZO	0 / 0
CORPORATION	1 7	
BV: H	ll h	(He)
John Valentin	o, Chair	

By:
Peter Herzog, Chair

Brian Goldman, Chief Financial Officer

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg, County Counsel

By: Douglas M. Larsen,
Zoo Corporation Legal Counsel

By:
Arthur G. Wille, Senior Deputy
County Counsel

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APPROVED AS TO ACCOUNTING FORM

Vicki Crow, Auditor-Controller/Treasurer-Tax Collector

UNTING USE ONLY:

.: No.:

Fresno County Zoo Authority Retention Policy

Adopted September 30, 2015

<u>Purpose</u>

This Policy provides requirements for Agreements between the Fresno Chaffee Zoo Corporation (ZooCorp) and any party acting as a Construction Manager at Risk, for construction of Measure Z funded capital projects, and the process for the disbursement of Measure Z funds and release of funds in escrow when there is agreement for security deposits in lieu of retention. In carrying out this Policy, the Authority and ZooCorp, shall comply with California Public Contract Code §7201, as applicable.

Definitions

- 1. "Agreement" shall be defined herein as an executed contract.
- 2. "Retention" shall be defined as the percentage of the Measure Z funds retained by the ZooCorp for security purposes relating to work to be performed on claims reimbursed for Capital Projects over \$30,000, and/or for which there is a Construction Manager at Risk. Retention shall be no less than five percent (5%). If the Authority has approved a finding by the ZooCorp, on a project by project basis, during a properly noticed and normally scheduled public hearing and prior to bid, that a project is substantially complex and therefore requires a higher retention amount, Retention may be greater than 5%, but not more than ten percent (10%).
- 3. "Escrow Account" shall mean an account established at a financial institution or bank by ZooCorp for purposes of depositing and holding Retention funds paid by the Authority to ZooCorp, pending disbursement, to the Construction Manager at Risk.

Requirements

- 1. ZooCorp requests for funding for construction of Capital Projects over \$30,000 (and/or for which there is a Construction Manager at Risk) shall be received for staff and Board member review at least 30 days before the Board meeting at which the funding request will be made, and shall include an Agreement stating the requirement for Retention and its terms.
- Requests for funding for the design of Capital Projects over \$30,000 shall be
 received for staff and Board member review at least 30 days before the Board
 meeting at which the funding request will be made, and shall include an
 Agreement.

Procedures for Payment of Invoices by the Authority

ZooCorp invoices are received, reviewed, and paid in accordance with the terms of the December 21, 2005 Agreement Regarding Procedures For Distribution Of Tax Revenue To The Chaffee Zoo, as amended, and with the Authority's Procedures for Approving and Administering Measure Z Funds.

ZooCorp's Deposit of Funds Received From Authority

Not later than two (2) business days from its receipt of funds from the Authority for reimbursement of project invoices, ZooCorp shall deposit Retention funds in the appropriate Escrow Account. Within 1 business day of deposit of funds in the Escrow Account, ZooCorp shall send proof of deposit of the funds to the Authority.

Certification to the Authority

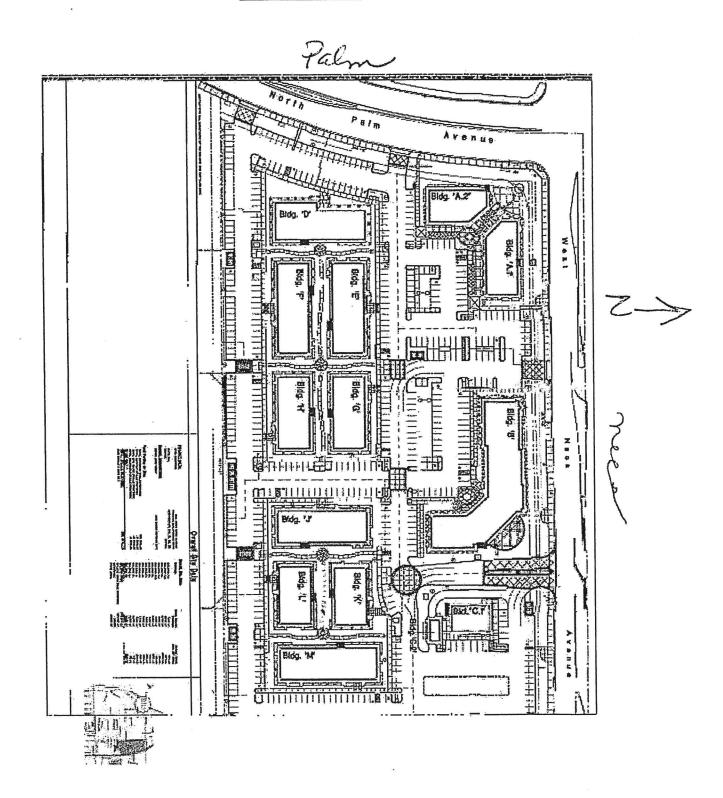
Prior to releasing any Retention funds from the Escrow Account, ZooCorp shall request the release at an Authority Board meeting, at the same time presenting written certification that all conditions of the Escrow Agreement have been met, that the construction project is final and complete in accordance with the construction contract, and that the release of funds in the Escrow Account is appropriate. If applicable, such written certification shall include certification from the project architect or lead engineer that the project has been completed in accordance with the plans and specifications.

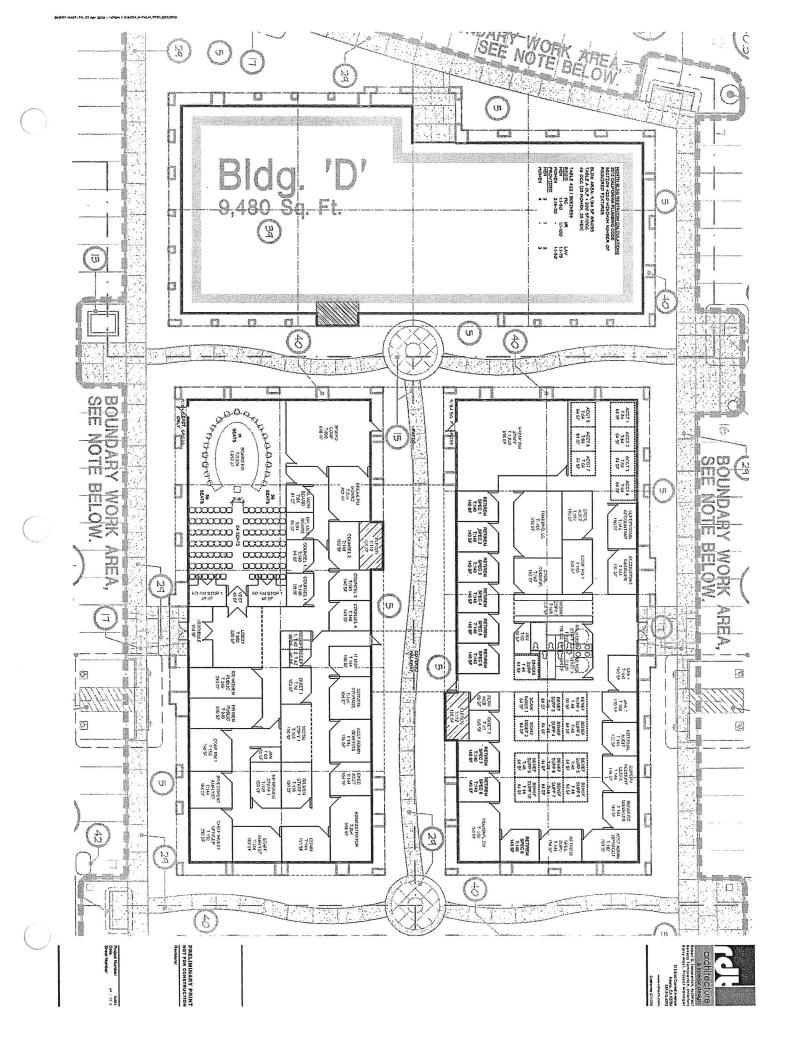
Authority Consent to Distribution of Escrow Funds

Upon receipt of the required written certification from ZooCorp that the project is final and complete in accordance with the construction contract, the Authority will not unreasonably withhold its consent to the release of the funds held in escrow. If it withholds consent, the Authority will set forth in writing its objections, stating those items that are not final and complete according to the construction contract.

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EXHIBIT A DESCRIPTION OF REAL PROPERTY Page 3 of 3







2220 Tulare Street • 6th Floor • Fresno, CA 93721 559.600.4305 • www.ZooAuthority.org • ZooAuthority@co.fresno.ca.us

2016 BOARD

MICHELLE ROMAN CHAIRMAN

GERALD V. LYLES VICE CHAIRMAN

PETER HERZOG BOARD MEMBER

KENT L. STRATFORD BOARD MEMBER

ASHLEY SWEARENGIN BOARD MEMBER

PAUL TOSTE
BOARD MEMBER

RALPH WATERHOUSE BOARD MEMBER

OLIVER BAINES MAYOR'S ALTERNATE December 14, 2016

Donald Kendig, Retirement Board Administrator Fresno County Employees' Retirement Association 1111 H Street Fresno, CA 93721

Dear Mr. Kendig,

We understand that the location of the Fresno County Employees' Retirement Association building is in the proposed footprint for the High Speed Rail station, and that construction is well under way on your new buildings near Palm and Nees Avenues.

The Zoo Authority Board is very grateful for the many years your staff have graciously hosted our meetings in FCERA boardroom, and we would like to continue to do so when your offices move to the new location.

We would also like to take this opportunity to express our appreciation for the technical expertise of Pat Srisukwatana and Kim Zepeda with the audio, recording and streaming of our meetings, and for your helpful reception staff, and the assistance of Elizabeth Avalos.

It has been a pleasure to hold our meetings at FCERA, and we hope you and the Retirement Board will consider our request.

Sincerely,

Michelle Roman

2016 Chairman, Fresno County Zoo Authority Board

Cc: Steven Jolly, Retirement Board Chairman

IN APPRECIATION FOR YOUR SERVICE

Manks





and Treasurer, and with the 2014 extension of Measure Z in support of Fresno Chaffee Zoo. With gratitude for your years of exemplary service to the Zoo Authority Board as Accountant