

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 14-4588
THE METRO CHIEF OPERATING)
OFFICER TO EXECUTE THE 2014) Introduced by Metro Attorney Alison R.
METRO - OREGON ZOO FOUNDATION) Kean in concurrence with Council
AGREEMENT) President Tom Hughes

WHEREAS, The Oregon Zoo Foundation is a tax-exempt, non-profit Oregon corporation organized and operated exclusively for charitable, scientific, and educational purposes permitted by Section 501(c)(3) of the Internal Revenue Code (“OZF”); and

WHEREAS, the exclusive purpose of the OZF is to support and benefit the Oregon Zoo, a Metro-owned and operated facility, and Metro has enjoyed a long and productive relationship with the OZF that serves as an important ingredient to the success of the Oregon Zoo; and

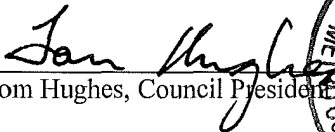
WHEREAS, the relationship between Metro and OZF has been governed by an agreement originally executed March 29, 1985, and periodically updated as follows: by amendment on November 28, 1989, and April 2, 1997, amended and fully restated on May 9, 2002, and amended and fully restated on July 14, 2011 (the “Metro - OZF Agreement”); and

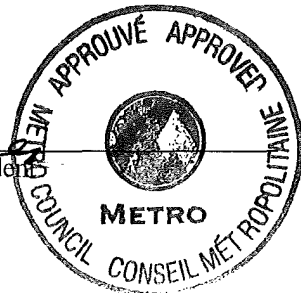
WHEREAS, the primary purposes of the Metro - OZF Agreement are to: 1) link the missions of the two organizations in support of building a world class zoo; 2) establish the roles and responsibilities of the two entities while defining the clear separation between the two organizations; 3) govern the disbursement of funds raised by OZF to the Zoo; and 4) ensure transparency and maximum benefit for the Zoo; and

WHEREAS, Metro and OZF now wish to restate and replace the Metro - OZF Agreement to make the following improvements to the supporting relationship: 1) establish service level agreements to govern shared marketing and communications services; 2) institute a funding model that clearly maps the flow of funds from OZF to the Zoo; and 3) establish a grant request process to bring more structure and transparency to the process of obtaining OZF funding support for particular projects, now therefore

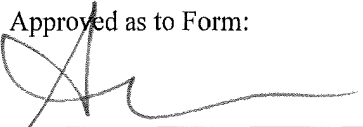
BE IT RESOLVED that the Metro Council authorizes the Metro Chief Operating Officer to execute the 2014 Metro – Oregon Zoo Foundation Agreement, attached as Exhibit A.

ADOPTED by the Metro Council this 4th day of December 2014.


Tom Hughes, Council President



Approved as to Form:


Alison R. Kean, Metro Attorney

2014 METRO – OREGON ZOO FOUNDATION AGREEMENT

This Metro-Oregon Zoo Foundation Agreement (“Agreement”), effective _____, 2014 (the “Effective Date”) is entered into by and between Metro, a municipal corporation and political subdivision of the state of Oregon, organized in accord with state law and the Metro Charter (“Metro”), and the Oregon Zoo Foundation, an independent Oregon non-profit public benefit corporation, recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code (“OZF” or “Foundation”), also collectively referred to herein as (“Party” or “Parties”).

PURPOSE OF AGREEMENT

The purpose of this Agreement is to formalize the working relationship between the Oregon Zoo Foundation and Metro. Metro desires to continue to receive the support of the foundation, its board members, members and employees. OZF and Metro wish to assure the continued success and prosperous growth of the Oregon Zoo in the future.

RECITALS

- A. Metro, a municipal corporation, owns and operates The Oregon Zoo (also, the “Zoo”), pursuant to Oregon law and Metro Charter. The terms “Metro” and “Zoo” are used interchangeably herein.
- B. OZF is an independent tax-exempt Oregon nonprofit public benefit corporation organized to support the Zoo via fundraising, advocacy and community relations in consultation and collaboration with Metro. OZF is governed by a volunteer Board of Trustees composed of community leaders and representatives of leading businesses and organizations (OZF Board).
- C. Metro and OZF are committed to working collaboratively to achieve the shared goal of making the Zoo a world-class institution and a leader in best practices for animal welfare, guest services, conservation action and education.
- D. Metro acknowledges that OZF is an invaluable asset to the Zoo, and OZF’s historic fund raising and support has made it an essential ongoing partner in sustaining the Zoo and its mission. OZF’s independent 501(c)(3) status provides the Zoo with the opportunity to benefit from charitable giving that Metro would otherwise not receive, and the flexibility of this funding, applied to facilitate work that Metro could not otherwise perform, has provided much needed assistance to the Zoo. To enable OZF to best facilitate this charitable giving, Metro and OZF agree that stewardship of zoo donors is a shared interest best accomplished through collaboration on mutually beneficial programs and processes and coordinated strategic planning of messages, events and funding priorities.
- E. A framing principal that guides all that follows is the understanding that the Oregon zoo is a treasured community asset that provides a special bond for the region and its citizens. As such, both parties agree to pursue activities in a manner that enhances the zoo vision and mission relative to conservation, education and animal welfare, while also maintaining and enhancing the quality of the on-campus experience afforded to the visitors. The ability to enhance both the mission and experience associated with the zoo is the clearest way to ensure that the zoo brand maintains the highest standing possible.

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- F. Both Metro and OZF wish to amend the agreement between OZF and Metro dated July 1, 2011, and entitled “Metro – Oregon Zoo Foundation Agreement.”
- H. The purpose of this Agreement is to establish the roles and responsibilities of Metro and OZF with respect to each other and their shared goals.

NOW, THEREFORE:

AGREEMENT

Metro and OZF, in reliance on the above recitals and in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree to the following terms:

1. Metro – OZF Relationship

1.1 Metro and OZF agree that, during the term hereof, each party shall act in its individual capacity and not as agents, employees, partners, joint ventures or associates of one another, and that nothing in this Agreement, nor the Parties’ acts or failures to act hereunder, shall constitute or be construed by the parties, or by any third person, to create an employment, partnership, joint venture, association or joint employer relationship between them. Metro and OZF agree that, as independent and separate entities, each shall maintain a staff and management structure independent of the other during the term hereof.

1.2 Metro is subject to Governmental Accounting Standards Board (GASB) rule and regulation. OZF, by GASB definition, is a component unit of Metro and has been reported as such since 2003. OZF agrees to provide to Metro audited financial statements in a timely manner to allow Metro to continue to meet the GASB requirements. OZF agrees that, if GASB rules change during the term of this Agreement, OZF will provide Metro with any and all financial information and reporting needed by Metro to allow Metro to fully comply with GASB requirements.

2. OZF Duties and Responsibilities. OZF shall:

2.1 Purpose. OZF shall maintain articles of incorporation establishing that the sole and exclusive purpose of OZF is to support and benefit the Oregon Zoo.

2.2 Operate the Foundation through the OZF Director, who is the Foundation’s chief executive officer responsible for day-to-day operation of the Foundation and management of the OZF staff.

2.3 Use of Funds. Ensure that all funds raised, donated or contributed to OZF in excess of those necessary to cover OZF expenses or earmarked by donors or the OZF Board to support operation of the Foundation are disbursed in support of the Zoo vision, strategy and Master Plan, including world-wide conservation efforts and other programs supported and approved by the Zoo or in reimbursement of Zoo expenses in accordance with the OZF/Zoo Service Level Agreements and Funding and Distribution Model (see Sections 3.7 and 5.12 below).

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- 2.4 Advocacy. In coordination and collaboration with the Zoo Director, advocate in support of, and foster community pride and involvement with, the Zoo.
- 2.5 OZF Membership Services. Provide Membership Services, which shall be defined as including, but not limited to: personnel and general administrative costs to service members, materials, mailings, social media efforts, acquisition and renewal costs for members, and costs for member events.
- 2.6 Perform such other services to benefit the Zoo as agreed to by the Parties, provided that all OZF services and activities will be consistent with maintaining its status as a tax-exempt, non-profit corporation.
- 2.7 Undertake the activities set forth in this Section 2 at OZF's expense except as provided in Section 5 of this Agreement or as otherwise agreed to by the Parties.
- 2.8 Operate in compliance with Metro policies and code provisions governing Metro Facilities, including those policies and provisions pertaining to naming rights and sponsorships set forth in Metro Code, Chapter 2.16, "Naming of Facilities," and Metro Code, Chapter 2.04, Section 2.04.054(b).
- 2.9 Duties on Dissolution. Upon dissolution of OZF, after payment or provision for payment of all OZF liabilities, assets of OZF shall be distributed to Metro, a Metro approved tax-exempt successor operating the Oregon Zoo, or to another Metro approved tax-exempt, non-profit corporation established for the purpose of supporting the Oregon Zoo. Use of such OZF assets are subject to the restrictions in paragraph 3.11 below.
- 2.10 Changes to Articles and Bylaws. OZF shall promptly provide Metro with written notice and an updated copy of its articles of incorporation and corporate bylaws any time they are amended, restated or otherwise changed.
- 2.11 OZF Annual Operating Budget. Maintain all fiscal records relating to its activities in accordance with generally accepted accounting principles. The OZF shall adopt and publish an annual operating budget on or before July 7 of each fiscal year. During the budgeting process OZF will collaborate with finance staff of the Oregon Zoo to provide preliminary budget information and make every reasonable effort to provide updates regarding changes in the budget and related assumptions prior to presentation to the OZF board of trustees for approval.
- 2.12 Upon termination of this Agreement, cease using the Oregon Zoo name, and cease representing the Zoo in fundraising activity.
- 2.13 The OZF shall purchase and maintain at OZF's expense, the types of insurance listed below covering OZF, its employees and agents. The OZF shall provide Metro with a certificate of insurance complying with this Agreement within thirty (30) days of executing this Agreement. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to any change.
- 2.13.1 The most recently approved ISO (Insurance Services Offices) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, providing coverage against claims for bodily injury, death, personal

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injury, property damage, contractual liability, premises and products /completed operations. Said Commercial General Liability policy shall name Metro, its elected officials, officers, employees and agents as additional insureds. OZF's coverage will be primary as respects Metro.

- 2.13.2 Workers' Compensation insurance providing coverage for Oregon statutory requirements, including Employer's Liability Insurance with limits not less than \$500,000 each accident.
- 2.13.3 Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, including loading and unloading operations. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. Said Automobile Liability Insurance policy shall name Metro, its elected officials, officers, employees and agents as additional insureds.
- 2.13.4 Non-Profit Directors and Officers Insurance to protect the directors, officers and board members (past, present, and future) of OZF. Coverage shall include employment practices liability coverage, which must also include employees as insureds, with limits not less than \$1,000,000.
- 2.13.5 Crime and employee dishonesty insurance covering all OZF officers and employees, with limits of not less than \$1,000,000, with a deductible of no more than \$10,000.

3. Metro Duties and Responsibilities. Metro shall:

- 3.1 Operate the Zoo, including the volunteer, education and conservation programs, and, through the Zoo Director, manage the Zoo operations, staff and volunteers.
- 3.2 Through the Zoo Director and in collaboration with the OZF, establish the vision, strategy and Master Plan for the Zoo, as approved by the Metro Chief Operating Officer and the Metro Council.
- 3.3 Through the Zoo Director, manage the implementation of the Zoo vision, strategy and Master Plan.
- 3.4 Through the Zoo Director, consult and collaborate with OZF in its efforts to develop and provide financial and community support for the zoo and actively engage in the solicitation and cultivation of donors to the OZF.
- 3.5 Through the Zoo Director, undertake the lead role in external public relations for the Zoo, engaging the public in support of the Zoo vision, strategy and Master Plan. The Zoo Director shall serve as the official public spokesperson for the Zoo.
- 3.6 Grant permission to OZF to use its name, "The Oregon Zoo" in OZF's name and fund raising materials with membership drives, newsletters, annual reports and such other matters as the Parties shall agree. Other OZF uses for "The Oregon Zoo" shall be mutually pre-approved by the Zoo Director and the OZF Director prior to use.

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- 3.7 Provide OZF the following services:
- 3.7.1 OZF staff office space, OZF meeting space, and other indoor or outdoor space as agreed by the Parties, telephone and internet services, utilities, and any other needed services associated with using the office space provided. Employee parking in Zoo controlled spaces is limited. The Zoo expects to transition to a paid model for employee spaces in the future. When implemented, the methodology for parking space assignment and monthly fees for OZF staff will be consistent with the method used for non-represented Zoo employees.
- 3.7.2 Living collections, guest services, facilities maintenance, information and marketing services pursuant to the OZF/Zoo Services Level Agreements, attached hereto as Attachment A.
- 3.8 Confidential Information. Metro and OZF agree to keep confidential all records or information identified by the originating party as “Confidential Information.” “Confidential Information” means any information received, held by, or disclosed to either party to this agreement by the other, either directly or indirectly in writing, orally, graphically, electronically or by inspection of tangible objects, including without limitation information, records, documents, and databases. Confidential Information may also include information disclosed to OZF or Metro by third parties. Confidential Information shall be identified as such by means of the mark “Confidential,” or if electronic, if saved in a directory titled “Confidential.” Notwithstanding the foregoing, Metro’s disclosure of Confidential Information shall be governed by the Oregon Public Records law, (ORS Chapter 192) which requires public disclosure by Metro of most information held by Metro that is deemed to be “public records” upon request of a member of the public. An exception to disclosure exists for confidential submissions; however Metro cannot guarantee that it will protect the confidentiality of OZF’s Confidential Information if Metro receives a public records request and order by the Multnomah County District Attorney seeking disclosure of the Confidential Information. In the event Metro receives such a request by a member of the public, Metro shall promptly provide OZF of notice of such request, and a copy of Metro’s response denying it. If said denial is appealed to the Multnomah County District Attorney, Metro will provide OZF with prompt notice of the appeal and an opportunity to defend the denial on Metro’s behalf. If the appeal results in an order by the District Attorney requiring disclosure of the Confidential Information, Metro will provide OZF with prompt notice of the order and an opportunity to: (a) appeal the District Attorney’s decision to the State courts on Metro’s behalf and receive a ruling there from; or (b) allow OZF to apply for injunctive relief from the applicable Oregon authority to prevent Metro from disclosing the Confidential Information to the media or other members of the public.
- 3.9 Provide reciprocal Zoo admission for members of recognized societies formed under the auspices of national and/or international zoos, provided that said reciprocal admission shall be reviewed annually by the Zoo Director and OZF Director and may be limited or terminated by mutual agreement.
- 3.10 Provide space for special events and member events pursuant to the attached Service Level Agreement(s). The nature and dates of these events shall be determined by the Parties’ mutual agreement and in coordination with the Zoo Director and staff.

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- 3.11 If Metro receives OZF assets as a result of termination or dissolution, Metro shall maintain and distribute such funds as restricted funds for the exclusive benefit of the Zoo, and subject to any additional restrictions placed on those funds by donors.
4. Coordination Between Metro and OZF. Metro and OZF will coordinate their efforts to accomplish their goals and purposes as effectively as possible, recognizing that transparency and extensive and consistent communication between the two organizations is essential to the strength of the relationship. Specifically:
- 4.1 The Zoo Director and two Metro Councilors, appointed by the Metro Council President, shall serve as non-voting ex-officio members of the OZF Board. The Councilors shall not be counted for purposes of calculating OZF Board quorum and voting requirements. Metro and the OZF shall ensure that each are fully informed of all relevant developments occurring at their respective institutions, through one-on-one meetings between the OZF Director and the Zoo Director, and mutual participation in all relevant operational meetings of the Parties.
- 4.2 An Annual Report will be jointly published by OZF and the Oregon Zoo.
- 4.3 The OZF Board and the Metro Council shall meet annually to share information about OZF and the Zoo, review past fiscal year accomplishments, new fiscal year plans and priorities and present and discuss the Annual Report.
5. OZF Memberships, Allocation of Membership Revenues, Sponsorships and Contributions.
- 5.1 Funding and Distribution Model. The primary purpose of the Foundation is to provide resources to support the funding priorities of the Oregon Zoo. In doing so, the Foundation is guided by the “Funding and Distribution Model” attached hereto as Attachment B. The purpose of the Funding and Distribution Model is to align the Foundation’s role as a funding organization in support of the zoo’s strategic objectives, give greater clarity as to the intended use of funds and provide a structure that provides transparency and engages the community. Funds will be provided to the zoo through a granting process that is further spelled out in the Large Grant and Advancement Grant policies attached hereto as Attachments C and D.
- 5.2 OZF Membership
- 5.2.1 Basic Memberships. Until updated pursuant to paragraph 5.2.2, OZF shall disburse annually to the Oregon Zoo the sum of \$ 2,000,000 (two million). The annual disbursement amount is to represent revenues from the sale of memberships below the “Donor Club” level, currently the “Household” level and below, or its future equivalent (“Basic Membership levels”) less a provision for the cost of administration of the membership program. Such funds shall be disbursed quarterly to the Oregon Zoo and, except as provided in this paragraph, are not subject to the OZF administrative reimbursement/granting process in the “Funding and Distribution model.”
- 5.2.2 The amount of funds disbursed to the Oregon Zoo as revenue from the sale of Basic Membership levels shall be calculated and reviewed by the Oregon Zoo and OZF annually in December for a July implementation and adjusted to 65% of total revenue from Basic Membership levels as disclosed in the Statement of

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Activities of OZF's audited financial statements. The 65% ratio is a guideline that should be reviewed in the event of a material change in membership demographics or revenue.

- 5.2.3 For years in which there is an admissions fee increase implemented at the Oregon Zoo, such increase shall be calculated into the base membership fee using the AZA acknowledge national average ratio of the price of a zoo membership to the price of admission; currently the cost of admission for a family of two adults and two children multiplied by 2.5, The pro-rata percentage membership increase shall be added to the required disbursement amount in the interim until such increase is reflected in the amounts disclosed in OZF's annual audited financial statements. Any change to admissions fee or fee structure should be coordinated between parties and determined at least six months prior to adoption.
- 5.2.4 Donor Club Membership. Revenues from the sale of memberships at the current "Patron," "Sponsor" and "Benefactor" level or above ("Donor Club"), or their future equivalents, shall be directed to OZF to be distributed in accordance with the "Funding and Distribution Model" process.

5.3 Strategic Sponsorships.

- 5.3.1 Pursuant to the OZF Strategic Sponsorship Policy (see below), OZF and Metro shall enter into sponsorships for the purpose of securing financial support for the zoo's conservation, education and animal welfare programs ("Strategic Sponsorships").
- 5.3.2 Strategic sponsorships must align with and support the Zoo's mission, priorities and organizational objectives as well as broader Metro values including Respect and Sustainability. OZF will refrain from entering into strategic sponsorship agreements with companies that are inconsistent with Metro's, the zoo's and OZF's missions and values and/or have the potential to damage the zoo's or OZF's image due to the nature of the sponsor's products, services or reputation.
- 5.3.3 Selection Criteria. In determining which corporations or other entities may be accepted for the strategic sponsorship program and continue as sponsors, OZF shall consider the following criteria: whether the sponsor's products or services and mission and values are compatible with and support Metro's, the Oregon Zoo's and OZF's missions and values; potential sponsors must not compete with zoo vendors who have exclusivity rights; the sponsor must have a high degree of integrity, strong corporate reputation and track record of maintaining a high level of product or service quality; and the sponsor must demonstrate ethical business practices and a positive public image. (See OZF Strategic Sponsorship Policy and Sponsorship Steering Committee Description and Process attached hereto as Attachments E and F)
- 5.3.4 Revenue Sharing. To reimburse the Zoo for expenses in connection with the Strategic Sponsorship Program, revenue received from Strategic Sponsors shall be initially disbursed to the Oregon Zoo based on the ratio of 40% (FORTY PERCENT) to the Oregon Zoo and 60% (SIXTY PERCENT) to OZF to be used in accordance with the Funding and Distribution Model. The continuance of the

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60/40 ratio is a guideline that shall be reviewed annually to validate the appropriateness of this revenue sharing ratio.

5.4 Capital Campaigns.

5.4.1 To reimburse OZF the costs of conducting a capital campaign, funds raised pursuant to fundraising for a capital project (Capital Campaign) will be disbursed to the Oregon Zoo based on the ratio of 90% (NINETY PERCENT) to the Oregon Zoo (“Capital Campaign Zoo Allocation”) and 10% (TEN PERCENT) to OZF. Any Capital Campaign Zoo Allocation will be disbursed directly to the Oregon Zoo for use consistent with the Capital Campaign, including the cost of donor recognition, and, except as provided in this paragraph, is not subject to the OZF administrative reimbursement/granting process in the Funding and Distribution Model process.

5.4.2 In the event OZF wishes to pursue fundraising for a Capital Campaign in support of the Oregon Zoo that is not included in the Master Plan, OZF must enter into a project agreement with Metro.

5.4.3 At the end of each Capital Campaign, OZF and Metro will meet to conduct a review of the campaign and produce an executive summary of campaign achievements, an evaluation of the ratio of total donations to cost and staff time invested, and lessons learned.

5.5 Other Contributions. Unless otherwise provided for in this Section, all other gifts, contributions, bequests and funds raised by or donated to OZF in support of the Oregon Zoo shall be directed to OZF to be distributed to the Oregon Zoo in accordance with the Funding and Distribution Model process.

5.6 OZF agrees to promptly deposit all funds it receives from any source, unless otherwise directed by the donor, to bank accounts controlled by the OZF Board. The OZF Board will direct the future investment and disposition of these funds consistent with the terms and objectives of this Agreement, the Funding and Distribution Model and according to OZF’s approved investment policies.

6. Term of Agreement. This Agreement shall become effective when signed by both Parties. The term shall be five years, and shall automatically renew annually for successive five year terms, unless terminated in accord with section 7.

7. Termination. This Agreement may be terminated by either Party for cause or convenience, subject to the requirements set forth in this section. The rights and obligations of the parties set forth in sections 2.9, 2.12, 3.11, 7.3 and 9 shall survive and not be limited by any termination of this Agreement. Notices of termination must be issued in one of the two forms set forth below:

7.1 Termination for Cause. If either party determines that a material breach of the terms of this Agreement has occurred, the aggrieved party shall promptly provide written notice of such breach, reasonably documenting said breach and demanding that the breach be cured. The breaching party shall thereafter cure said breach within 10 days of receipt of said notice. If the breaching party fails to so cure, or under circumstances where the breach cannot reasonably be cured within a 10-day period, fails to begin curing such violation within the 10-day period, or after 10-days has expired fails to continue

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diligently to cure the breach until finally cured, the aggrieved party may, at its sole discretion, immediately submit the matter to mediation in accord with Section 10.7 (“Mediation”). If the aggrieved party is unable to resolve the breach to its satisfaction via Mediation, the aggrieved party may provide written notice of termination, which notice shall be effective immediately upon receipt. The exercise of this termination right shall not extinguish or prejudice the terminating party’s right to seek damages and enforcement of the terms of this Agreement in a court of competent jurisdiction with respect to any breach that has not been cured.

- 7.2 Termination for Convenience. The party wishing to terminate for convenience shall promptly notify the other party in writing of the decision to terminate and submit the matter to Mediation. The purpose of the Mediation shall be to negotiate in good faith the continuation of the relationship on the same, similar or different terms. If the parties are unable to agree upon the continuation of the relationship through Mediation, the terminating party shall notify the other party of this failure and the Agreement shall immediately terminate.
- 7.3 Orderly Transition Period. To minimize disruption to existing programs and the financial support of the Oregon Zoo, in the event of termination under this paragraph, OZF and Metro shall cooperate in good faith to effect an orderly transition not to exceed 60 days from the date termination becomes effective.

8. Amendments.

- 8.1 This Agreement may be amended at any time by a written agreement signed by both Parties.
- 8.2 Attachments A-F may be revised and replaced from time to time as needed without formal approval of the Parties’ governing bodies, by mutual agreement of the Metro Chief Operating Officer or designee and the OZF Director. Said revised attachments shall be only be effective when signed and dated by the Metro Chief Operating Officer or designee and OZF Director.

9. Indemnification.

- 9.1 OZF agrees to defend, indemnify and hold harmless Metro, its elected officials, officers, agents and employees, against all loss, damage, expenses, and liability, whether arising in tort, contract or by operation of any statute or common law, relating to or arising out of any claims, demands, judgments or other determination that OZF is not an independent contractor as set forth in Section 1.1.
- 9.2 OZF shall defend, indemnify and hold harmless Metro, its elected officials, officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of OZF’s performance of, or failure to perform, this Agreement.
- 9.3 Metro shall defend, indemnify and hold harmless OZF and its officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to Metro’s performance of, or failure to perform, this Agreement,

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subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30.

- 9.4 The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit of OZF, Metro, and their respective elected officials, officers, employees, and agents, and are not intended, nor shall they be construed, to confer any rights on or liabilities to any person or persons other than Metro, OZF and their respective elected officials, officers, employees and agents.
- 9.5 Each Party hereby waives any and every claim during the term of this Agreement or any extension or renewal thereof for any loss or damage covered by an insurance policy to the extent that such loss or damage is recovered under said insurance policy. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person) the Parties are advised to give each insurance company written notice of terms of such waiver, and to have insurance policies properly endorsed, if necessary.

10. Miscellaneous Provisions.

- 10.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties on the matter addressed herein, and supersedes all prior or contemporaneous oral or written communications, agreements or representations relating to its subject matter, including, but not limited to, that certain agreement between Metro and the Friends of the Washington Park Zoo, dated March 29, 1985, amended as of November 28, 1989 and April 2, 1997, and amended and fully restated as of May 9, 2002, and that certain agreement between OZF and Metro dated July 1, 2011, and entitled “Metro – Oregon Zoo Foundation Agreement”. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by any Party of that or any other provision.
- 10.2 Agreement Subject to Regulatory Requirements. Metro and OZF agree that the terms of this Agreement and the Parties’ duties hereunder are subject to federal, state and local regulatory requirements, including but not limited to requirements imposed by the City of Portland as conditions of land use approval.
- 10.3 Notices. Notices will be deemed received upon personal service or upon deposit in the United States Mail, certified mail, postage prepaid, return receipt requested addressed as follows:

To OZF: Oregon Zoo Foundation
OZF Director
4001 SW Canyon Road
Portland, Oregon 97221
Fax No. (503) 223-9323
Phone No. (503) 220-5747

To Metro: Metro
Office of Metro Attorney
600 NE Grand Avenue
Portland, Oregon 97232-2736

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Fax No. (503) 797-1792
 Phone No. (503) 797-1534

Copy to: Oregon Zoo
 Oregon Zoo Director
 4001 SW Canyon Road
 Portland, Oregon 97221
 Fax No. (503) 226-6836
 Phone No. (503) 220-2450

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the Party for whom it is intended. Telephone and fax numbers are for information only.

- 10.4 No Benefit to Third Parties. Metro and OZF are the only Parties to this Agreement and as such are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
- 10.5 Headings/Construction. Titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.
- 10.6 Waivers. No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to either Party's benefit under this Agreement shall be considered a waiver of any other rights of that Party. No waiver by either Party of any provision of this Agreement or any breach thereof, shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.
- 10.7 Mediation. The parties agree to promptly submit disagreements and disputes to nonbinding mediation, including concerning termination of the Agreement pursuant to Article 7 above. Unless otherwise agreed to by the parties, such mediation shall take place promptly in Portland, Oregon. The mediator and the ground rules for mediation shall be determined by mutual agreement. Each party shall pay its own costs for the mediation (including attorney fees), and shall share equally the costs of the mediator. In the event the parties are unable to agree to a mediator within thirty days of either party's written request for mediation, or a party fails or refuses to proceed with the mediation, then the other party may file suit in the Circuit Court of the State of Oregon for Multnomah County at Portland, Oregon, to select a mediator and compel mediation. The mediation process must be conducted and conclude within 45-days of the selection of the mediator. In the event there is an emergency or a matter of sufficient urgency of any sort that an immediate hearing/decision is needed to resolve the issue, dispute, emergency, or matter, then any party may file suit in the Circuit Court of the State of Oregon for Multnomah County at Portland, Oregon, to seek an injunction, a mandatory injunction, or other suitable relief. Each party shall pay its own costs for such suit, action or proceeding (including attorney fees). Except as set for the above, neither party may commence

D R A F T (as of 11-19-14)

litigation on any claim unless such claim has been properly raised and considered in the mediation process provided herein. Metro and OZF agree to submit to the jurisdiction of the Circuit Court of the State of Oregon for Multnomah County and consent to service of process by e-mail or fax, followed by certified mail, return receipt requested, addressed in accordance with the notice provision set forth herein.

- 10.8 Choice of Law/Place of Enforcement. This Agreement shall be construed, governed and enforced in accord with the laws of Oregon. Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Multnomah County, or the United States District Court for the District of Oregon in Portland, Oregon.
- 10.9 Severability. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any other respect, then such provision or provisions shall be deemed null and void and shall not affect the validity of the remainder of the Agreement, which shall remain operative and in full force and effect to the fullest extent permitted by law.
- 10.10 Successors and Assigns. Subject to and except as otherwise set forth herein, the benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors and assigns of the Parties.
- 10.11 The signature of the OZF Chair below has been duly authorized by OZF Board of Directors.

///

///

METRO

OREGON ZOO FOUNDATION

By: _____
Martha Bennett
Chief Operating Officer

By: _____
Kim Overhage
Chair, OZF Board of Trustees

Date: _____

Date: _____

Attachments:

- A. OZF/Zoo Service Level Agreements
- B. Funding and Distribution Model
- C. OZF Large Grant Policy
- D. OZF Advancement Grants Policy
- E. OZF Strategic Sponsorship Policy
- F. Sponsorship Steering Committee Description and Process

Guest Services Service Level Agreement (SLA) for the Oregon Zoo Foundation by the Oregon Zoo

Effective Date: XX-XX-XXXX

Document Owners:	Zoo Director OZF Director
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Version

Version	Date	Description	Author
1.0	XX-XX-XXXX	Service Level Agreement	Cary Stacey
1.1	XX-XX-XXXX	Service Level Agreement Revised	

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Metro COO	Oversight of Service Provider (zoo)		XX-XX-XXXX
OZF Board Chair	Client		XX-XX-XXXX

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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA”) between the Oregon Zoo and the Oregon Zoo Foundation for the provision of guest services required to support and sustain the Oregon Zoo Foundation.

This SLA remains valid until superseded by a revised SLA mutually endorsed by the stakeholders.

This SLA outlines the parameters of all guest services covered as they are mutually understood by the primary stakeholders. This SLA does not supersede current processes and procedures unless explicitly stated herein.

2. Purpose, Goals & Objectives

The **purpose** of this SLA is to ensure that the proper elements and commitments are in place to provide consistent guest services support and delivery to the Oregon Zoo Foundation by the Oregon Zoo in support of the two organizations’ shared goals.

The **shared goals** of Oregon Zoo Guest Services and the Oregon Zoo Foundation are to:

- Make the zoo a world-class institution and a world-wide leader in creating engaging experiences and advancing the highest level of animal welfare, environmental literacy and conservation science
- Build community awareness of the Oregon Zoo’s mission
- Support OZF in meeting the needs of OZF members, sponsors, donors, board and staff; and the community at large
- Ensure efficient use of resources
- Commit to planning ahead and ensuring capacity for contingencies
- Represent the zoo in a professional manner
- Provide high quality service

The **objectives** of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support and delivery.

3. Governance and Periodic Review

This SLA is valid from the **Effective Date** outlined herein and is valid until further notice. This SLA should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current SLA will remain in effect.

The directors of the Oregon Zoo and the Oregon Zoo Foundation (“Document Owners”) are responsible for facilitating regular reviews of this document and may delegate mutually agreed upon staff to manage document updates. Contents of this document may be amended as required,

provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owners will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

The Metro Chief Operating Officer and the OZF board chair are responsible for final approval of SLA revisions.

Directors: [Oregon Zoo and Oregon Zoo Foundation](#)

Review Period: [One year](#)

Previous Review Date: [N/A](#)

Next Review Date: [XX-XX-XXXX](#)

4. Roles and Responsibilities

The following **roles and responsibilities** are represented in this SLA:

Oregon Zoo Guest Services

Guest Services is in the role of service provider with the responsibility of providing catering, event services and admissions.

Oregon Zoo Foundation

OZF is in the role of client, with the responsibilities of being a proactive, responsive and respectful customer.

4.1. General Expectations

- Active coordination of ongoing guest services provided to and on behalf of the zoo and OZF.
- Consistent and timely pre- and post-event communications between the zoo and OZF regarding on-grounds events impacting the zoo and OZF.

Both parties agree to uphold the following elements of a successful working relationship:

- Active support of shared goals, focus on work
- Shared clear expectations
- Respect and professionalism
- Clear lines of communication
- Appreciation and acknowledgement
- Responsive and timely execution of commitments
- Commitment to continuous improvement and learning

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this SLA.

5.1. Service Scope by Activity

Catering and event planning

Zoo Guest Services responsibilities and/or requirements in support of this activity include:	OZF responsibilities and/or requirements in support of this activity include:
Providing food and beverage services	Providing written expectations of need per event
Securing permits	Attending planning meetings as needed
Supplying audiovisual equipment and placing special orders	Providing no fewer than ten business days' notice of event details
Providing operations support for event site prep, including setup and breakdown of tables, chairs and canopies; litter crew; custodial; pressure washing; and storage and transport of items and donated product.	Minimum attendance guarantee due 14 business days prior to event
	Final attendance guarantee due 7 business days prior to event
	Reasonable availability of client representative(s) during event to assist in resolving a service related incident.
	All food and beverage items, costs, functions, equipment and services purchased for the OZF event shall be documented on the "Zoo Event Profile," to be approved by the Zoo and OZF and submitted to the Zoo no later than 14 days prior to the event.
Providing security services	
Coordinating with the Facilities and Maintenance division and the Living Collections division for Program Animals when requested	
Coordinating with the Education Division to manage volunteers at events	

Additional Service Provider responsibilities and/or requirements in support of this SLA in the area of catering and event planning include:

- Keep client abreast of any process changes.

- Provide high quality catering and event services.
- Provide timely responses to event related requests.
- Appropriate notification to client in the event of changes or other issues related to event.

Additional Client responsibilities and/or requirements in support of this SLA in the area of catering and event planning include:

- Payment for costs, with the exception of certain large scale events, are maintained consistent with zoo interdepartmental charges (see Appendices A and B).
- For certain large scale events, as identified by the Guest Services Manager, that typically have a larger impact on Guest Services as a whole, such as ZooLaLa, an agreed-upon cost and responsibility structure will be identified and discussed in planning stages, including mutually agreed-upon staffing levels. In the event that OZF does not agree upon identification of a large scale event, parties will refer to the Decision-Making and Dispute Resolution structure cited in 6.2 of this SLA.
- If the event provides for per-person charges, OZF shall pay the zoo for every person served at each event at the per-person charges specified on the Zoo Event Profile(s); if the number of persons served at the event(s) is less than the guaranteed attendance, OZF shall pay the per-person charges on the basis of the guaranteed attendance. The Zoo reserves the right to count guests as they enter (or at a mutually agreeable time when an accurate count may be made) during each event which is billed on a per-person basis.
- OZF shall give Zoo Food & Beverage the right of first refusal to provide food or beverages at all meetings or events, with the exception of donated beverages.
- No OZF staff or exhibitor may dispense any food or beverage items or samples from exhibits, booths or any other areas within the zoo. OZF exhibitors having the need to distribute food or beverage samples related to their business must submit a written request to the Zoo Food and Beverage Manager and obtain permission before doing so. Exhibitors having the need to distribute food or beverage samples unrelated to their business shall order these items via the zoo catering.
- OZF shall comply with all applicable local and state liquor laws, and further agrees that neither OZF nor OZF's guests will request, proffer, or serve alcoholic beverages to any minors, or to any persons who, in the opinion of the zoo, are intoxicated.
- OZF will work directly with the third-party Gift Shop contractor after obtaining approval from the zoo.
- OZF contractors will adhere to in-house rules as outlined in the zoo's Contractor Work Rules and Event Licensing Agreement, which are available online in the Policies section of Zoogle.

Admissions

Zoo Guest Services responsibilities and/or requirements in support of this activity include:	OZF responsibilities and/or requirements in support of this activity include:
Providing ticketing services through gate admissions and scanner personnel	Providing event ticket lists to admissions staff
Handling walk-up member transactions and interactions	Providing active communication about membership program

Collecting donations	Providing regular and ongoing communications about member benefits
Processing donations (pending integration of finance software)	Keeping membership collateral and forms regularly stocked
Coordinating with Metro Information Services on finance software issues	Providing three months' notice of changes to membership pricing and benefits structure
Facilitating training to admissions staff to carry out OZF and Zoo goals	Providing membership representatives during regular weekday business hours to handle complaints and requests
Providing Zoomer driver services and/or Zoo Train stationmaster services upon request.	

Additional Service Provider responsibilities and/or requirements in support of this SLA in the area of admissions include:

- Provide high quality admissions services.
- Facilitate regular check-ins with OZF regarding customer service levels.

Shared responsibilities and/or requirements in support of this SLA in the area of admissions include:

- Both parties will collaborate on developing admissions strategies related to OZF events and promotions
- Both parties will monitor shared software systems to ensure effective integration and work processes
- Costs associated with shared software upgrades or improvements may be shared or borne by either party, subject to joint decision of the zoo director and OZF director.

Office support

Zoo Guest Services responsibilities and/or requirements in support of this activity include:	OZF responsibilities and/or requirements in support of this activity include:
Office cleaning	Provide access to offices
Office moves	Advance notice of five to ten business days
Furniture assembly	Advance notice of five to ten business days

5.2. Service Assumptions

Catering and event planning

Assumptions related to in-scope services and/or components include:

- Staff changes will be communicated and documented to client.
- Oregon Zoo Foundation uses only in-house catering and event services unless otherwise agreed upon by both parties.

Admissions

Assumptions related to in-scope services and/or components include:

- Membership services in the reception office shall be available when Oregon Zoo gates are open.

6. Service Management

The following sections provide for effective support of in-scope services.

6.1. Service Requests

In support of services outlined in this SLA, Guest Services will acknowledge receipt of service related incidents and/or requests submitted by OZF within two business days¹.

6.2. Decision Making and Dispute Resolution

It is assumed that the responsible OZF staff and responsible Guest Services staff will work together to resolve decisions regarding services. Should a breakdown occur, the following dispute resolution levels should be followed:

Catering and event planning

- First level: OZF Event Manager/Department Manager (Catering, Food and Beverage, Security, Operations Support, Event Tech, Admissions)
- Second level: OZF Event Manager/Guest Services Division Manager
- Third level: OZF Event Manager and OZF Director/Zoo Division Manager and Deputy Director
- Fourth level: OZF Director/Zoo Director

Admissions

- First level: OZF Membership and Development Systems Manager/Admissions Department Manager
- Second level: OZF Membership and Development Systems Manager/Guest Services Division Manager
- Third level: OZF Membership and Development Systems Manager and OZF Director/Zoo Division Manager and Deputy Director
- Fourth level: OZF Director/Zoo Director

¹ While it is understood that the Oregon Zoo is a 24/7 operation, “business days” refers to Mondays through Fridays.

Appendix A | Service costs

Provided by guest services	Costs to OZF
Labor for regular events (Food, gate admission, event set up, security, operations support)	No charge*
Setup and breakdown for regular events	No charge*
Labor for large-scale events (Food, admissions, event set up and breakdown, security, operations support)	Charged for labor
Food and non-alcoholic beverages	50% of retail list price
Alcohol	OZF pays full price
Linens, in-house	OZF pays at cost
Permits	Special permit charges related solely to an OZF event, with the exception of Fire Marshal and noise ordinance permits, shall be paid for by the Foundation
Mutually agreed upon event space	No charge
Audiovisual, in-house	No charge
Coordination with Facilities and Maintenance, Living Collections Program Animals	No charge
Special orders	OZF pays rental costs
Admissions, including reception office, ticketing, scanners, Zoomer driver and stationmaster services upon request	No charge*
Security	No charge*
Operations support	No charge*

*Except as noted in "large scale events"

Information Services Service Level Agreement (SLA) for the Oregon Zoo Foundation by Metro

Effective Date: XX-XX-XXXX

Document Owners:	Zoo Director OZF Director
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Version

Version	Date	Description	Author
1.0	XX-XX-XXXX	Service Level Agreement	Cary Stacey
1.1	XX-XX-XXXX	Service Level Agreement Revised	

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Metro COO	Oversight of Service Provider (zoo)		XX-XX-XXXX
OZF Board Chair	Client		XX-XX-XXXX

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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA”) between Metro and the Oregon Zoo Foundation for the provision of Information Services required to support and sustain the Oregon Zoo Foundation.

This SLA remains valid until superseded by a revised SLA mutually endorsed by the stakeholders.

This SLA outlines the parameters of all Information Services covered as they are mutually understood by the primary stakeholders. This SLA does not supersede current processes and procedures unless explicitly stated herein.

2. Purpose, Goals & Objectives

The **purpose** of this SLA is to ensure that the proper elements and commitments are in place to provide consistent Information Services support and delivery by Metro to the Oregon Zoo Foundation in support of the Oregon Zoo’s and the Oregon Zoo Foundation’s shared goals.

The **shared goals** of the Oregon Zoo and the Oregon Zoo Foundation are to:

- Make the zoo a world-class institution and a world-wide leader in creating engaging experiences and advancing the highest level of animal welfare, environmental literacy and conservation science
- Build community awareness of the Oregon Zoo’s mission
- Support OZF in meeting the needs of members, sponsors, donors, board and staff; and the community at large
- Ensure efficient use of resources
- Commit to planning ahead and ensuring capacity for contingencies
- Represent the zoo in a professional manner
- Provide high quality service

The **objectives** of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support and delivery.

3. Governance and Periodic Review

This SLA is valid from the **Effective Date** outlined herein and is valid until further notice. This SLA should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current SLA will remain in effect.

The directors of the Oregon Zoo and the Oregon Zoo Foundation (“Document Owners”), in consultation with Metro’s Information Services director, are responsible for facilitating regular

reviews of this document and may delegate mutually agreed upon staff to manage document updates. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owners will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

The Metro Chief Operating Officer and the OZF board chair are responsible for final approval of SLA revisions.

Directors: [Oregon Zoo and Oregon Zoo Foundation](#)

Review Period: [One year](#)

Previous Review Date: [N/A](#)

Next Review Date: [XX-XX-XXXX](#)

4. Roles and Responsibilities

The following **roles and responsibilities** are represented in this SLA:

Metro Information Services

Information Services is in the role of service provider with the responsibility of providing Information Services.

Oregon Zoo

The Oregon Zoo shares software and other information assets with OZF.

Oregon Zoo Foundation

OZF is in the role of client, with the responsibilities of being a proactive, responsive and respectful customer.

4.1. General Service Level Expectations

Both parties agree to uphold the following elements of a successful working relationship:

- Active support of shared goals, focus on work
- Shared clear expectations
- Respect and professionalism
- Clear lines of communication
- Appreciation and acknowledgement
- Responsive and timely execution of commitments
- Commitment to continuous improvement and learning

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this SLA.

5.1. Service Scope

Information Services assists the day-to-day operations of Oregon Zoo Foundation through the maintenance and support of supported applications as well as virtualized and non-virtualized server and desktop systems, Internet and wide area network connectivity. A complete list of supported applications appears in Appendix A of this document.

Information Services also provides resources for projects as well as on a scheduled and as-needed basis for all IT services, including helpdesk and networking. Regular work related to server, network, e-mail, account management, backups and other back office efforts will be completed on an ongoing basis according to pre-approved schedules contained in Appendix A of this document.

5.2. Client Requirements

Client responsibilities and/or requirements in support of this SLA include:

- Following IS system for making service requests (see Appendix A)
- Abiding by acceptable use policy (See Appendix B)
- Reasonable availability of client representative(s) when resolving a service related incident or request.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this SLA include:

- Meeting response times.
- Keeping OZF informed of security risks and compliance laws

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- All parties will jointly address information assets and services to support OZF business practices and strategy.
- All parties recognize that while information services are shared, Metro IS is solely responsible for managing Metro's network.
- Non-standardized hardware and software are not covered in this SLA.
- OZF will follow the Metro IS prioritization system to seek approval regarding new work involving Metro information assets and services.
- Changes to services will be communicated and documented to all stakeholders.

6. Service Management

6.1. Service Requests

In support of services outlined in this SLA, responsible Information Services staff will acknowledge receipt of to service related incidents and/or requests submitted by OZF within two business days¹.

6.2. Decision Making and Dispute Resolution

It is understood that disputes arising from the interpretation of this MOU will be resolved through open communication between the Information Services director and the Oregon Zoo Foundation director. If disputes cannot be resolved at this level, the Deputy Chief Operations Officer will be requested to resolve the disagreement.

¹ While it is understood that the Oregon Zoo is a 24/7 operation, “business days” refers to Mondays through Fridays.

Appendix A | Metro IS Service Agreement and Management



Metro Memorandum of Understanding Service Agreement and Management

Services

Business Hours	Metro Business hours are 8:00AM until 5:00 PM, Monday - Friday
Response Time	<p>For non-emergencies:</p> <ul style="list-style-type: none"> Send an e-mail to HelpDesk@oregonmetro.gov which will ensure that your request is routed quickly, efficiently and accurately. If time is of the essence, include a level of urgency in the subject line of the message, such as <i>Urgent</i>. This is the preferred method. If it is impractical to send an e-mail, call 503.797.1722; note that emails requests are more visible and may be more quickly addressed than voicemail <p>Non-emergencies during business hours will have a response time of best effort. Non-emergencies during non-business hours will be responded to on the next business day.</p>
Emergency Calls	<p>Emergency requests are characterized by a failure of mission-critical systems or loss of connectivity in a section of the wide area network or the Internet.</p> <p>During normal Metro Resource Center business hours, emergency requests will have a response time of 1-Hour. (Note that “response” if the first tech to start the troubleshooting process, it is not a guaranteed resolution of the issue.)</p> <ul style="list-style-type: none"> Send an e-mail to HelpDesk@oregonmetro.gov but start the e-mail subject line with the word CRITICAL. This is the preferred method. Please include a call back telephone number. If it is impractical to send an e-mail, call 503.797.1722. <p>During Metro Resource Center non-business hours, emergency requests will have a response time of 2-Hours.</p> <ul style="list-style-type: none"> Send an e-mail to HelpDesk@oregonmetro.gov but start the e-mail subject line with the word CRITICAL. This is the preferred method. Please include a call back telephone number. Note that after hours staff will get notified of these events. <p>If it is impractical to send an e-mail, call 503.894.1125.</p>
Emergency Contacts	Listed in Appendix of this document. The list will be reviewed annually by Information Services and Oregon Zoo Foundation to ensure all are being responded to as needed.
Maintenance Schedules	Maintenance schedules provide the ability to apply patches, fixes, security updates and refresh hardware, software and pieces of network infrastructure in order to maintain, enhance and protect the transport, operation and safety of data and operations. While there is no specific timeframe that can be provided for system maintenance, generally speaking, after 11PM will be considered. Any system maintenance that requires down time or possible disruption in service prior to 11 PM must be pre-approved and proper

	downtime notification must be done. A list of supported infrastructure, desktop, applications and Oregon Zoo Foundation contacts for pre-approved downtime and the downtime notification is included in the Appendix of this document.
Backups	<p>Regular backups will be performed daily, generally speaking, after 9 PM and kept off-site. Test recovery is done on an ad-hoc basis when requests are submitted, but testing of the backup integrity is part of the backup process.</p> <p>Specific system schedules:</p> <ul style="list-style-type: none"> • Network Attached Storage backups (i.e. Work, Team, etc.) are done weekly and retained for four weeks. • Exchange email system is backed up four times a week and retained for 12 weeks. • Full VMware backups of REP2010 and OZF-SAGE servers are done nightly and retained for four weeks.
Recovery	All hardware and software issues will be covered by the Information Services Help Desk procedures. Data recovery, when required, will be completed in accordance with Business Continuity Planning standards, to be developed in conjunction with Oregon Zoo Foundation personnel and may require retrieval of tapes from off-site storage.
Application Support	Provides operational support of the applications as listed in the Appendix of this document, such as troubleshooting and correction of processing or interfacing issues, patches, fixes and upgrades. These applications may be supported, in some cases, by a vendor support contract. In such cases, Information Services will help facilitate support and network connections and will represent the facilities on any updates or implementations, when requested and provide status updates. If desktop or software is not supported by a vendor support contract, support will be provided by Information Services.
Infrastructure	Provides telephone support ² , multi-function printer support, connectivity to local, wide-area data communication networks and the Internet. System failures that require outside contracting assistance, such as with telephony outages, multi-function printer access, wide area, Internet or complex application issues will be initiated by Information Services. In such cases, Information Services will help facilitate support and network connections and will represent the facilities on any updates or implementations, when requested and provide status updates.
Project Participation and Consulting	Provides expertise to participate and consult on infrastructure, desktop and applications as listed in the Appendix of this document.
Desktop Support	Provides for standard desktop software applications (such as Adobe, Office, etc.), including installation and support of workstation hardware and software required to perform the job, and provides local and remote access to electronic mail as listed in the Appendix of this document.
Down Time Notification	Occasionally, systems may be taken off line for either scheduled or unscheduled maintenance. Before such an occurrence, individuals on the emergency contact list will be notified and emails will go out in accordance with the down time notification listing in the Appendix. For patches, updates and fixes that directly affect the consumer, Information Services resources will be staged to ensure full operation.
Hardware Standards	Standards for hardware are imperative for supporting IT efficiencies, operation and integration. Approved Oregon Zoo Foundation representatives will work with the Help Desk staff to find appropriate hardware and software. Finance and Regulatory

² Currently, Information Services does NOT support phone systems; however once the new Cisco phones are deployed, then Information Services will take support responsibilities.

Services will support Information Services in adhering to those standards. If a business need justifies an exception to the standard, it will be proposed to the standards committee as an exception with associated benefits, risk and costs.³

Backup Schedule

Application Name	Type (full, incremental)	Date & Time	Frequency
Abila	Full	Sunday – Saturday, after hours	Daily
Bigfoot	Full	Sunday – Saturday, after hours	Daily
Crystal Reports	Full	Sunday – Saturday, after hours	Daily
Data Storage (Network)	Full	Sunday – Saturday, after hours	Daily
Exchange	Full	Sunday – Saturday, after hours	Daily
Raiser’s Edge	Full	Sunday – Saturday, after hours	Daily
USI EBMS	Full	Sunday – Saturday, after hours	Daily

Information Services Emergency Contact List

1.1.1

Contact Name	Title / Function	Location or Organization	Application	Business Hours	After Hours
First Response Cell Phone	Help Desk and on-call cellular phone	All Emergencies	Application Name, desktop related	8-5 M-F 503.797.1722	503.894.1125
Les McCarter	Infrastructure and Desktop Services Manager Escalation Level I	Metro Regional Center	Any issues	8-5 M-F 503.974.6464	503.974.6464
Thomas Yee	Application Manager	Metro Regional	Any issues	8-5 M-F 503.813.7546	503.577.8257

³ This language will be updated pending FRS ruling whether or not Metro IS can facilitate purchasing from Metro vendors for OZF approved needs. OZF to provide reimbursement back to Metro IS for vendor charges.

	Escalation Level I	Center			
Rachel Coe	IS Director-Escalation Level II	Metro Regional Center	Any issues	8-5 M-F 503.797.1598	503.970.0095

Oregon Zoo Foundation Emergency Contact List 1.1.2

Contact Name	Title / Function / Authorization	Location or Organization	Application / Technology	Business Hours	After Hours
Jani Iverson	Director	Oregon Zoo Foundation	Any issues	8-5 M-F 503.220.5747	503.382.7775
Jody Brassfield	Finance Manager	Oregon Zoo Foundation	Any issues	8-5 M-F 503.220.5751	
Christine Alexander	Development Systems Administrator	Oregon Zoo Foundation	Any issues	8-5 M-F 503.220.5739	

Supported Areas

Application Name	Services Not Supported *
Abila	Application support, project participation and consulting
Adobe	No Exceptions
Bigfoot	No Exceptions
Crystal Reports	Application support, project participation and consulting
Data Storage (Network)	No Exceptions
Exchange	No Exceptions
Gateway Galaxy	No Exceptions
Multi-function Printer	Metro does not have ultimate support for printers and copiers which will come from vendor, but Metro will provide best effort to support the upfront configuration and daily use of features. Furthermore, Metro will provide guidance on device purchasing and leverage any Metro offerings when possible.

Office	No Exceptions
PCI Compliance	Application support ^{4, 5}
Raiser's Edge	Application support
SharePoint Zoogole	No Exceptions
Telephone ¹	
USI EBMS	No Exceptions

*No Exceptions would imply that all of the following services are supported: maintenance schedules, backup, recovery, application support, infrastructure, project participation and consulting, desktop services and hardware standards

¹ Currently, Information Services does NOT support phone systems; however once the new Cisco phones are deployed, then Information Services will take support responsibilities.

Downtime Notification

Initial Contact	Down time during business hours?	Type of Issue	Email Notification
All Emergency contact staff	No (inform during business hours, if possible)	All Issues	yes

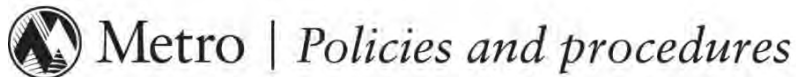
⁴ This area is a work in progress and may need future updating to cover IS responsibilities.

⁵ OZF is responsible for its own training plan and security policy

Appendix B | Information Technology: Acceptable Use

600 NE Grand Ave.
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Subject Information Technology: Acceptable Use
Section Information Services; Human Resources
Approved by Martha Bennett, Chief Operating Officer; MERC Commission

2 POLICY

Information, computer systems and devices are made available to users to optimize employee productivity in support of Metro's business processes. The purpose of this policy is to inform technology users of the appropriate and acceptable use of information, computer systems and devices.

3 Applicable to

All employees and other users of Metro agency information-related technology, services or systems.

Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.

4 Definitions

Access: To instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system or computer network.

Computer Software: Computer programs, procedures and associated documentation concerned with the operation of a computer system.

Encryption: Use of a process to transform data into a form in which the data is unreadable or unusable without the use of a confidential process or key.

Information System: Computers, hardware, software, storage media, networks, operational procedures and processes used in the collection, processing, storage, sharing or distribution of information within, or with access beyond ordinary public access to, Metro's shared computer and network infrastructure.

Technology Asset: A data processing device that performs logical, arithmetic or memory functions, including the components of a computer and all input, output, processing, storage, software or communication facilities that are connected or related to such a device in a system or network. Technology assets include, but are not limited to, computers, tablets, telephones, and other messaging devices.

Technology Services: Information systems that are functioning on the public network subscribed to by Metro, including services found on the Internet that hold and process mail, files or streams of information.

Users: All Metro employees, volunteers, vendors and contractors who access Metro information assets, and all others authorized to use Metro information technology for the purpose of accomplishing Metro's business objectives and processes.

5 Guidelines

1. ***Users have no right to expect that any information created on, kept on, or transmitted through the Metro information system is private.***
 - a. All information created or kept on Metro information systems, including email, is subject to review for compliance with public records law, regardless of whether the content is business-related or personal.
 - b. Metro documents, communications and work products stored on personally owned devices are also subject to public records law. The use of personally owned electronic devices such as home computers, laptops, smart phones and tablets to access Metro's internal networks may subject the personal device to review and possible disclosure.
 - c. Metro may monitor all electronic communications and information contained on its systems. Metro may monitor any and all email traffic passing through its email system as well as website visits, other computer transmissions, and any stored information created or received using Metro's information systems.
 - d. Metro will disclose or maintain the confidentiality of information in accordance with applicable law.
2. Metro information systems and devices are provided for business purposes only; however, Department Directors may approve limited, incidental personal use consistent with the terms of this policy.

3. Metro expects employees to comply with normal standards of professional and personal courtesy and conduct in their use of email and other electronic communications.
4. The Information Services Department is responsible for issuing guidance, consistent with this policy, to address changing technology or business needs. At a minimum, newly issued guidance will be posted on the IS intranet page and notification will be emailed to employees with Metro email addresses.
5. Violation of terms of this policy may result in the limitation, suspension or revocation of access to Metro information systems and can lead to other disciplinary action up to and including termination.

6 Procedures

6.1 General security protocols

1. All users must be authorized by Information Services to use Metro technology assets.
2. Users are responsible for the security of their passwords and accounts. Users must keep their passwords confidential. Passwords must be changed on a regular basis and should be complex enough that they cannot be easily discovered. Users of Metro information systems shall respect the confidentiality of other users' information. Users shall not attempt to:
 - a. access third-party systems without prior authorization by the system owners;
 - b. obtain other users' login names or passwords;
 - c. attempt to defeat or breach computer or network security measures;
 - d. intercept, access, or monitor electronic files or communications of other users or third parties without approval from the author or responsible business owners;
 - e. review the files or information of another user without a specific business need to do so.
3. **Remote access:** Users may access Metro networks and email from remote locations only with proper authorization and through the use of agency-approved and agency-provided remote access systems or software.
 - a. Telecommuting is subject to applicable Metro policies and collective bargaining agreements.
4. **Software:** Non-approved software, including but not limited to desktop and workgroup applications, screen savers, browsers, application plug-ins and games, may not be downloaded or installed from the Internet, portable computer and storage devices, or other external sources without prior approval from Metro Information Services.
 - a. Approved software is listed on the IS Department intranet page.
 - b. Employees who have an ongoing business need to download non-approved software may request an exception from the requirement to obtain prior approval each time. Such requests must be supported by the employee's supervisor and submitted to the IS Department in writing. IS will evaluate the request with due consideration to the employee's business need, Metro's operational readiness, and the potential security impact. If the request is granted in whole or in part, IS will provide a written description of the expanded approval.
 - c. The IS Director has final authority over software approval decisions.

5. **Privately owned electronic devices:** Privately owned devices may not be connected to Metro networks, wireless access points, computers or other equipment without prior approval from Metro Information Services.
 - a. Privately owned devices such as laptops, smart phones and tablets may be connected to the email server over the public internet in accordance with IS Department guidance.
 - b. Hardware devices that are not required for assigned work must not be attached to a Metro-provided computer. All hardware attached to Metro systems must be appropriately configured, protected and monitored so it will not compromise Metro technology assets.
6. **Instant messaging and streaming video/audio:** Departments may allow the use of Instant Messaging (IM) and other communications or messaging alternatives for business purposes. Departments may also allow the use of streaming video/audio for business purposes. However, these uses must be approved, documented, and adequately secured and must comply with Metro records and information management policies. The IS Department is authorized to monitor IM communications and video/audio streams as needed for business or legal reasons. Technology assets must not be used in a manner that impairs the availability, reliability or performance of Metro business processes and systems or unduly contributes to system or network congestion.
7. Users are required to report evidence of computer viruses, security breaches, or unauthorized access to the IS help desk as soon as possible.
8. Metro-provided email systems and Internet access for the public must be secured appropriately in order to protect Metro technology assets.
9. Metro may employ additional security controls, such as limited workstation access, in order to protect Metro technology assets and maintain a secure environment.
10. Information Services is responsible for monitoring the use of information systems and assets. At a minimum, IS will monitor on a random basis and for cause. Monitoring systems or processes will be used to create usage reports and the resulting reports will be reviewed by Information Services management for compliance.

6.2 Restriction of personal use of Metro technology assets

11. Internet use increases the risk of exposing Metro technology assets to security breaches. Metro can only accept this risk for business uses.
 - a. Business use includes accessing information related to employment with Metro, such as accessing benefit-related information. Approved sites for this purpose are the Oregon Public Employees' Retirement System (PERS), Employee Assistance Program (EAP), Oregon Savings Growth Plan and union contract information.
 - b. Department Directors may determine whether to allow limited incidental personal internet use, such as to check weather conditions or in case of emergency.
 - c. Metro has discretion to determine if an employee's use is personal or business. Employees will not be disciplined for personal use without an opportunity to explain any business reasons for the use.
12. Email is to be used for Metro-related business only, except as follows:
 - a. Department Directors may allow employees limited, incidental personal use as long as it does not violate other requirements of this policy and there is no significant cost to the agency.

- b. Email may be used for union business to the extent allowed in the applicable collective bargaining agreement.
13. Metro employees are responsible for exercising good judgment regarding the reasonableness of personal use of Metro's technology assets. No personal use of Metro information systems shall interfere with staff productivity, pre-empt any business activity, consume more than a trivial amount of resources, or be used for personal gain.
- a. Users may not use Metro technology systems to play computer games, regardless of whether Internet-based, personal, or included with approved software applications.
 - b. Metro systems may not be used for hosting or operating personal Web pages; non-business-related postings to Internet groups, chat rooms, or list services; or creating, sending or forwarding chain emails.
 - c. Metro information systems, other than the intramet bulletin board, may not be used for personal solicitation. Systems may not be used to lobby, solicit, recruit, sell or persuade for or against commercial ventures, products, religious or political causes, or outside organizations.

6.3 Prohibited uses

14. Metro networks and systems shall not be used to intentionally view, download, store, transmit, or retrieve any information, communication or material that:
- a. is harassing or threatening; is obscene, pornographic or sexually explicit;
 - b. is defamatory;
 - c. fosters hate, bigotry, discrimination or prejudice or makes discriminatory reference to race, age, gender, sexual orientation, gender identity, religious or political beliefs, national origin, health or disability;
 - d. is untrue or fraudulent;
 - e. is illegal or promotes illegal activities;
 - f. is intended for personal profit;
 - g. facilitates Internet gaming or gambling; or
 - h. contains offensive humor.
15. Under certain circumstances, there may be legitimate business reasons to access materials that are otherwise prohibited. Employees should obtain supervisor approval before accessing such materials.
16. Users shall not intentionally destroy data in an attempt to misrepresent data in Metro information systems.
17. Personal hardware or software may not be used to encrypt any Metro-owned information except with express prior permission and direction from Information Services.
18. Users shall not send email or other electronic communication that attempts to hide the identity of the user or represent the user as someone else. Users shall not utilize proxy devices or servers to hide their identity or to circumvent existing security. No use of scramblers, remailer services, drop-boxes or identity-stripping methods is permitted.

6.4 Additional legal requirements

19. All information created on or stored within Metro's applications, systems, devices and networks, whether on or off-premises, is the sole property of Metro and subject to its sole control, except as required by contract. In addition, all Metro documents, communications and work products are the sole property of Metro, regardless of whether the information is stored, accessed or transmitted via Metro-owned or personally owned devices such as computers, tablets, and cell phones.
 - a. No part of Metro agency systems or information is or may become the private property of any system user.
 - b. Metro owns all legal rights to control, transfer, or use all or any part or product of its systems.
 - c. Metro is under no obligation to store or forward the contents of an individual's email inbox, outbox or contact list either during or after their employment.
20. Use of Metro information systems must comply with copyrights, licenses, contracts, intellectual property rights and laws associated with data, software programs and other materials made available through those systems.
21. Users must comply with Metro's records retention policies.

7 Responsibilities

Employees:

- Take reasonable steps to ensure the physical security of Metro technology assets and passwords and report missing, lost or stolen Metro technology assets to their supervisor immediately.
- Use Metro technology assets in a manner consistent with the Acceptable Use Policy, seeking answers to any questions about the policy from their supervisor or the IS help desk as needed.

Supervisors:

- Ensure that authorized users have received training on acceptable use through the Metro Learning Center software or have received and signed a hard copy of the policy.
- Submit new account request forms for new employees.
- Review and update employee access when requested.
- Ensure employees are using Metro technology assets in a manner consistent with the Acceptable Use Policy and guard against inappropriate use of such assets by employees.
- Coordinate with the agency's Information Services and Human Resources Departments on violations of acceptable use of Metro technology assets.

Department directors:

- Ensure that department purchases for Metro technology assets are restricted to only those necessary for the conduct of official business and that standards for hardware and software are followed.
- Ensure appropriate usage of Metro technology assets and compliance with applicable rules and policies.

Information Services:

- Implement firewall, anti-virus, role provisioning, password controls, web surfing and Email filtering mechanisms, ensure their maintenance, and monitor logs and reports for system performance and compliance.
- Report policy violations to the Human Resources Department and/or supervisory staff as appropriate.
- Create hardware and software standards with the help of a technical standards committee and publish hardware and software standards on at least an annual basis.
- Review policy annually to determine applicability. Publicize new guidance on the intramet and by email.
- Update filters by employee or group to include items required as part of the job when directed by a manager.

Human Resources Department:

- Alert Information Services of policy violations when appropriate.

8 Related References

- Information Services Department intramet page:
<http://imet.metroregion.org/index.cfm/go/by.web/id=3265>
- Social Media policy

Living Collections Service Level Agreement (SLA) for the Oregon Zoo Foundation by the Oregon Zoo

Effective Date: XX-XX-XXXX

Document Owners:	Zoo Director OZF Director
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Version

Version	Date	Description	Author
1.0	XX-XX-XXXX	Service Level Agreement	Cary Stacey
1.1	XX-XX-XXXX	Service Level Agreement Revised	

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Metro COO	Oversight of Service Provider (zoo)		XX-XX-XXXX
OZF Board Chair	Client		XX-XX-XXXX

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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA”) between the Oregon Zoo and the Oregon Zoo Foundation for the provision of Living Collections Division access required to support and sustain the efforts of Oregon Zoo Foundation.

This SLA remains valid until superseded by a revised SLA mutually endorsed by the stakeholders.

This SLA outlines the parameters of all Living Collections Division services covered as they are mutually understood by the primary stakeholders. This SLA does not supersede current processes and procedures unless explicitly stated herein.

2. Purpose, Goals & Objectives

The **purpose** of this SLA is to ensure that the proper elements and commitments are in place to provide Living Collections access to the Oregon Zoo Foundation by the Oregon Zoo in support of the two organizations’ shared goals.

The **shared goals** of the Oregon Zoo and the Oregon Zoo Foundation are to:

- Make the zoo a world-class institution and a world-wide leader in creating engaging experiences and advancing the highest level of animal welfare, environmental literacy and conservation science
- Build community awareness of the Oregon Zoo’s mission
- Support OZF in meeting the needs of members, sponsors, donors, board and staff; and the community at large
- Ensure efficient use of resources
- Commit to planning ahead and ensuring capacity for contingencies
- Represent the zoo in a professional manner
- Provide high quality service

The **objectives** of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support and delivery.

3. Governance and Periodic Review

This SLA is valid from the **Effective Date** outlined herein and is valid until further notice. This SLA should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current SLA will remain in effect.

The directors of the Oregon Zoo and the Oregon Zoo Foundation (“Document Owners”) are responsible for facilitating regular reviews of this document and may delegate mutually agreed upon

staff to manage document updates. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owners will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

The Metro Chief Operating Officer and the OZF board chair are responsible for final approval of SLA revisions.

Directors: [Oregon Zoo and Oregon Zoo Foundation](#)

Review Period: [One year](#)

Previous Review Date: [N/A](#)

Next Review Date: [XX-XX-XXXX](#)

4. Roles and Responsibilities

The following **roles and responsibilities** are represented in this SLA:

Living Collections

Living Collections is in the role of service provider with the responsibility of providing access to animals, staff, facilities and grounds managed by Living Collections.

Oregon Zoo Foundation

OZF is in the role of client, with the responsibilities of being a proactive, responsive and respectful customer.

4.1. General Service Level Expectations

- Consistent and timely communications between the zoo and OZF regarding access to Living Collections resources.
- Active coordination of mutually agreed-upon deliverables.
- Recognition of Living Collections staff expertise in animal welfare and that OZF acts as a conduit between Living Collections staff and OZF audiences.

Both parties agree to uphold the following elements of a successful working relationship:

- Active support of shared goals, focus on work
- Shared clear expectations
- Respect and professionalism
- Clear lines of communication
- Appreciation and acknowledgement
- Responsive and timely execution of commitments
- Commitment to continuous improvement and learning

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this SLA.

5.1. Service Scope

This SLA provides for a full range of services required to support and sustain the Oregon Zoo Foundation.

The following services are covered by this SLA:

- Front-of-house and behind-the-scenes tours
- Access to program animals
- Access to Living Collections resources outside of visitor hours
- Horticultural maintenance of grounds related to OZF events

5.2. Client Requirements

Client responsibilities and/or requirements in support of this SLA include:

- Submit requests for all services, except horticultural, through zoo director's office through BTS Outlook calendaring system.
- Provide no fewer than 10 business days' notice of requests for all services, except horticultural; exceptions must be mutually agreed upon by both parties.
- Provide up to three months' notice for horticultural requests, with a minimum advance notice of one month.
- OZF qualifies OZF guests for different levels of tours (See Appendix A: OZF Tours Process and Definitions 2014).
- OZF event manager works with curators as a first point of contact.
- Reasonable flexibility of expectations based upon animal health and safety, to be determined by Living Collections staff.
- Reasonable availability of client representative(s) when resolving a service related incident or request.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this SLA include:

- Execute requests
- Meet qualified levels of approved tours (as possible) based upon predefined needs (See Appendix A: OZF Tours Process and Definitions 2014).
- Immediate notification to client in the event of change in plans or need for contingency.

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Parties will attend pre-planning meetings before events as needed
- Parties will convene an annual planning session
- Changes to services will be communicated and documented to all stakeholders.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1. Service Requests

In support of services outlined in this SLA, responsible Living Collections staff will acknowledge receipt of service related incidents and/or requests submitted by OZF within two business days¹.

6.2. Decision Making and Dispute Resolution

It is assumed that the responsible OZF staff and responsible Living Collections staff will work together to resolve decisions regarding services. Should a breakdown occur, the following dispute resolution levels should be followed:

- First level: Responsible OZF staff member/Responsible Curator
- Second level: OZF Director/Deputy Director of Living Collections
- Third level: OZF Director/Zoo Director

¹ While it is understood that the Oregon Zoo is a 24/7 operation, “business days” refers to Mondays through Fridays.

Appendix A | OZF Tours Process and Definitions 2014

OZF Tours – Process

1. Responsible OZF Staff requests approval for tour with OZF Director.
 - a. OZF staff and OZF Director will vet and determine appropriate qualified tour level.
2. Responsible OZF staff fills out BTS Tour Request Form to identify characteristics of group and request.
 - a. Indicate 1st and 2nd animal choice areas/dates
 - b. Indicate any additional requested LC/Zoo staff
3. Responsible OZF Staff submits request via email to Zoo Director and Living Collections Deputy Director copied to the Zoo Director's executive assistant (EA).
 - a. EA will log requests and track approvals.
4. Once Zoo Director and Living Collections Deputy Director approve request, EA contacts appropriate zoo Curator to schedule tour and serves as the point person between OZF and zoo staff.
5. Once approvals are received and Curator has agreed to tour request specifics, EA will send an Outlook appointment to curator, staff and the requestor utilizing the "BTS Tours" Outlook calendar
 - a. EA will coordinate with the respective Living Collections staff.
 - b. EA will invite the Zoo Director ONLY if they are needed and only when the qualified tour level is appropriate
 - c. Curator will inform EA of all keeper staff to add to the "BTS Tours" Outlook appointment
6. Requestor of BTS and/or responsible zoo staff will notify EA if there are any changes to the BTS event and work on appropriate alternate or reschedule if needed
7. EA will update "BTS Tours" Outlook appointment if there are changes to the BTS event.
8. "BTS Tours" Outlook appointments will be updated as appropriate and in a timely fashion to keep staff informed of any changes to timing, staff, or detail

Note: OZF event requests follow steps 1-3.

Steps 4-7 are executed by the OZF Event manager (Not the EA) utilizing the same "BTS Tours" Outlook calendaring system. This process was developed to reduce the amount of information lost in translation as event details are updated much more frequently.

Examples of Qualified Tour Levels:

Level One:

No animal interaction

No behind the scenes

OZF or Zoo guide interaction

Example:

-Guided tour through area or zoo campus

Level Two:

No animal interaction

No behind the scenes

Viewing of animals from front of exhibit

Curator/keeper interaction

Examples:

-Viewing cougars receiving enrichment while a keeper talks about animals

-Guided tour through an area or the zoo campus before gates open

Level Three:

Limited animal interaction

Limited behind the scenes (no guarantee of animal viewing)

Keeper interaction with curator leading tour (keeper comes in for a brief demo and leaves)

Exclusive opportunity

Examples:

- Viewing of Steller Cove feeding or training from the upper deck
- Wild Life Live behind the scenes tour with viewing of painting/enrichment
- Train shed tour and train ride with staff

Level Four:

Animal interaction

Behind the scenes

Keeper interaction with curator leading tour (keeper comes in for a brief demo and leaves)

Higher level Exclusive opportunity

Examples:

- Tiger/leopard training/enrichment
- Giraffe/Rhino feeding
- Penguin behind the scenes tour and feeding
- Train shed tour and train ride with engineer

Level Five:

Exclusive animal interaction

Behind the scenes

Curator or Zoo Director

Extra exclusive opportunity

Examples:

- Enrichment tree at orangutans and/or training
- Watch Rama/Program Animal paint – Donor gets to take the painting
- Polar bear training

Level Six:

Rare/Exclusive Opportunity

Examples:

- Conservation - Turtle/butterfly release
- Condor tour at off site location
- UNO or education field trip

Assumptions for all:

- Curators used whenever possible due to classification as salaried employees
- Keepers used sparingly to minimize overtime
- Zoo staff keep experiences at the agreed upon level so as to support further donor cultivation – we don't want to give it all away too quickly

Facilities and Maintenance Service Level Agreement (SLA) for the Oregon Zoo Foundation by the Oregon Zoo

Effective Date: XX-XX-XXXX

Document Owners:	Zoo Director OZF Director
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Version

Version	Date	Description	Author
1.0	XX-XX-XXXX	Service Level SLA	Cary Stacey
1.1	XX-XX-XXXX	Service Level SLA Revised	

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this SLA.)

Approvers	Role	Signed	Approval Date
Metro COO	Oversight of Service Provider (zoo)		XX-XX-XXXX
OZF Board Chair	Client		XX-XX-XXXX

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1. Service Level Agreement Overview

This document represents a Service Level Agreement (“SLA”) between the Oregon Zoo and the Oregon Zoo Foundation for the provision of facilities and maintenance services required to support and sustain the Oregon Zoo Foundation.

This SLA remains valid until superseded by a revised SLA mutually endorsed by the stakeholders.

This SLA outlines the parameters of all guest services covered as they are mutually understood by the primary stakeholders. This SLA does not supersede current processes and procedures unless explicitly stated herein.

2. Purpose, Goals & Objectives

The **purpose** of this SLA is to ensure that the proper elements and commitments are in place to provide consistent facilities and maintenance service support and delivery to the Oregon Zoo Foundation by the Oregon Zoo in support of the two organizations’ shared goals.

The **shared goals** of the Oregon Zoo and the Oregon Zoo Foundation are to:

- Make the zoo a world-class institution and a world-wide leader in creating engaging experiences and advancing the highest level of animal welfare, environmental literacy and conservation science
- Build community awareness of the Oregon Zoo’s mission
- Support OZF in meeting the needs of members, sponsors, donors, board and staff; and the community at large
- Ensure efficient use of resources
- Commit to planning ahead and ensuring capacity for contingencies
- Represent the zoo in a professional manner
- Provide high quality service

The **objectives** of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support and delivery.

3. Governance and Periodic Review

This SLA is valid from the **Effective Date** outlined herein and is valid until further notice. This SLA should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current SLA will remain in effect.

The directors of the Oregon Zoo and the Oregon Zoo Foundation (“Document Owners”) are responsible for facilitating regular reviews of this document and may delegate mutually agreed upon staff to manage document updates. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all

affected parties. The Document Owners will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

The Metro Chief Operating Officer and the OZF board chair are responsible for final approval of SLA revisions.

Directors: [Oregon Zoo and Oregon Zoo Foundation](#)

Review Period: [One year](#)

Previous Review Date: [N/A](#)

Next Review Date: [XX-XX-XXXX](#)

4. Roles and Responsibilities

The following **roles and responsibilities** are represented in this SLA:

Facilities and Maintenance

Facilities and Maintenance is in the role of service provider with the responsibility of providing service and infrastructure support to OZF business operations and events.

Oregon Zoo Foundation

OZF is in the role of client, with the responsibilities of being a proactive, responsive and respectful customer.

4.1. General Service Level Expectations

- Timely and responsive communications between the zoo and OZF regarding service, infrastructure and on-grounds events needs
- Recognition that Facilities and Maintenance staff act as a provider and conduit to seeing facilities and maintenance requests through to completion.

Both parties agree to uphold the following elements of a successful working relationship:

- Active support of shared goals, focus on work
- Shared clear expectations
- Respect and professionalism
- Clear lines of communication
- Appreciation and acknowledgement
- Responsive and timely execution of commitments
- Commitment to continuous improvement and learning

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this SLA.

5.1. Service Scope

This SLA provides for a full range of services required to support and sustain the Oregon Zoo Foundation.

The following services are covered by this SLA:

- Provide basic office maintenance, including utilities and telephone¹ support
- Upon approval of the zoo director for OZF office space modifications, manage or coordinate new construction, fabrication or modification. The funding of such space modifications will be agreed to by the zoo and OZF directors prior to implementation.
- Facilitate special projects or services, such as stage production, related to OZF events
- Provide Zoo Train access and engineer services related to OZF events
- Provide access to zoo fleet vehicles for transport needs with regard to zoo facilities

5.2. Client Requirements

Client responsibilities and/or requirements in support of this SLA include:

- Use Facilities and Maintenance work order system for non-emergency requests
- Use dispatch system for emergency requests
- Identify decision-maker for new construction, fabrication or modification projects and special projects or services related to OZF events
- Assist in development of design plans, timeline and specifications for new construction, fabrication or modification projects and special projects or services related to OZF events
- Be active stakeholders in the process for new construction, fabrication or modification projects and special projects or services related to OZF events
- Reasonable availability of client representative(s) when resolving a service related incident or request.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this SLA include:

- Meet response times.
- In the event that Facilities and Maintenance cannot directly execute requests due to capacity or priority challenges, Facilities and Maintenance staff will assess alternatives, including costs that may be borne by OZF and/or the use of outside contractors.

¹ Metro Information Services will assume telephone support at a future date.

- In the event that Facilities and Maintenance uses outside contractors, staff will give timely notice to allow OZF to budget for said contractors.

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.
- Facilities and Maintenance will provide services outlined in this SLA based on mutually agreed-upon scope and availability.
- OZF will assist in establishing priorities around Facilities and Maintenance requests.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1. Service Requests

In support of services outlined in this SLA, responsible Facilities and Maintenance staff will acknowledge receipt of service related incidents and/or requests submitted by OZF within two business days².

6.2. Decision Making and Dispute Resolution

It is assumed that the responsible OZF staff and responsible Facilities and Maintenance staff will work together to resolve decisions regarding services. Should a breakdown occur, the following dispute resolution levels should be followed:

- First level: Responsible OZF staff member/Facilities Manager
- Second level: OZF Director/Deputy Director of Operations
- Third level: OZF Director/Zoo Director

² While it is understood that the Oregon Zoo is a 24/7 operation, “business days” refers to Mondays through Fridays.

Marketing Service Level Agreement (SLA) for the Oregon Zoo Foundation by the Oregon Zoo

Effective Date: XX-XX-XXXX

Document Owners:	Zoo Director OZF Director
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Version

Version	Date	Description	Author
1.0	XX-XX-XXXX	Service Level Agreement	Cary Stacey
1.1	XX-XX-XXXX	Service Level Agreement Revised	

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Metro COO	Oversight of Service Provider (zoo)		XX-XX-XXXX
OZF Board Chair	Client		XX-XX-XXXX

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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA”) between the Oregon Zoo and the Oregon Zoo Foundation for the provision of communication, marketing and design services required to support and sustain the Oregon Zoo Foundation.

This SLA remains valid until superseded by a revised SLA mutually endorsed by the stakeholders.

This SLA outlines the parameters of all communication, marketing and design services covered as they are mutually understood by the primary stakeholders. This SLA does not supersede current processes and procedures unless explicitly stated herein.

2. Purpose, Goals & Objectives

The **purpose** of this SLA is to ensure that the proper elements and commitments are in place to provide consistent communication, marketing and design service support and delivery to the Oregon Zoo Foundation by the Oregon Zoo in support of the two organizations’ shared goals.

The **shared goals** of the Oregon Zoo Marketing and Communications division and the Oregon Zoo Foundation are to:

- Make the zoo a world-class institution and a world-wide leader in creating engaging experiences and advancing the highest level of animal welfare, environmental literacy and conservation science
- Build community awareness of the Oregon Zoo’s mission
- Invest in a strong brand that is recognized by the community using shared images, messages and other elements
- Maintain a strategic, high-value, year-round sponsorship program
- Coordinate messaging among overlapping audiences
- Practice clear, open and timely communications
- Ensure efficient use of resources
- Commit to planning ahead and ensuring capacity for contingencies

The **objectives** of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Governance and Periodic Review

This SLA is valid from the **Effective Date** outlined herein and is valid until further notice. This SLA should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current SLA will remain in effect.

The directors of the Oregon Zoo and the Oregon Zoo Foundation (“Document Owners”) are responsible for facilitating regular reviews of this document and may delegate mutually agreed upon staff to manage document updates. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owners will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

The Metro Chief Operating Officer and the OZF board chair are responsible for final approval of SLA revisions.

Directors: Oregon Zoo and Oregon Zoo Foundation

Review Period: One year

Previous Review Date: N/A

Next Review Date: XX-XX-XXXX

4. Roles and Responsibilities

While both the Oregon Zoo Marketing and Communications Division and the Oregon Zoo Foundation serve as partners in promoting the Oregon Zoo to external audiences, roles and responsibilities vary depending on the project. Roles may shift at different stages of certain projects and in some cases overlap.

Definition of Roles:

- **Lead** – responsible (per your definition below) for planning, development, implementation and completion of task; takes final direction from Reviewer/Approver; accountability for ensuring timely communication to involved parties, quality control, deadlines and deliverables.
- **Collaborator** – directly impacted by success or failure of task; involved in early stage planning and priority setting; assigned supporting roles by Lead, including execution of work; shares responsibility for communicating with stakeholders.

Definition of Responsibilities:

- **Responsible** – take initiative, develop alternatives, analyze situation, make initial recommendation, accountable if nothing happens
- **Review/Approve** – consulted throughout all phases; holds preliminary and final decision making authority; has sign-off or veto decision; may choose alternatives; accountable for decision quality
- **Consulted** – consulted prior to decision; provides information that influences decision; no veto power
- **Informed** – notified of decision

Roles and Responsibilities

Activity	Zoo Marketing & Communications	OZF
Zoo communications strategy and planning	Lead, Responsible	Collaborator, Consulted

OZF communications strategy and planning	Collaborator, Consulted	Lead, Responsible
Brand identity	Lead, Responsible	Collaborator, Informed
Zoo activity or event-driven messaging	Lead, Responsible	Collaborator, Consulted
OZF activity or event-driven messaging	Collaborator, Consulted	Lead, Responsible
Zoo advocacy and campaigns	Lead, Responsible	Collaborator, Consulted
OZF fundraising campaigns	Collaborator, Informed	Lead, Responsible
Sponsorship program	Collaborator, Informed (Sponsorship Steering Committee)	Lead, Responsible
Membership program	Collaborator, Informed	Lead, Responsible

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this SLA.

5.1. General Expectations

Both parties commit to the following shared expectations:

- Consistent and timely communications between the zoo and OZF regarding vision, issues, strategic projects or developments impacting the zoo and OZF.
- Active coordination of ongoing communications services provided to and on behalf of the zoo and OZF, including those involving external vendors.
- Collaborative engagement in shaping communications strategy, with the zoo responsible for strategy implementation and quarterly reporting.
- Maintenance of positive relationships with the media, industry partners, vendors and communications staff at the zoo and OZF.
- Storytelling that communicates the community impact and value of the zoo and OZF in our region and around the world.

Both parties agree to uphold the following elements of a successful working relationship:

- Active support of shared goals, focus on work
- Shared clear expectations
- Respect and professionalism
- Clear lines of communication
- Appreciation and acknowledgement
- Responsive and timely execution of commitments
- Commitment to continuous improvement and learning

5.2. Service Scope and Requirements by Activity

Zoo communications strategy and planning

This activity includes support for the zoo strategic communications plan, crisis communications and reputation management.

Zoo Marketing & Communications responsibilities and/or requirements in support of this activity include:	OZF responsibilities and/or requirements in support of this activity include:
ROLE: Lead	ROLE: Collaborator
Lead Communications Steering Committee	Serve on Communications Steering Committee
Responsible for developing, implementing, maintaining, monitoring, and reporting progress of strategic communications plan	Responsible for communicating schedules and timelines to help inform strategic communication plan
Responsible for communicating zoo's strategic communication priorities	Responsible for communicating zoo's strategic communication priorities
Responsible for integrating OZF schedules in zoo strategic communications timelines	Responsible for communicating OZF's strategic communication priorities
Responsible for developing, implementing, maintaining, monitoring, and reporting progress (to Communications Steering Committee) of zoo strategic communications	Responsible for communicating schedules and timelines
Lead crisis communications strategy and execution	Responsible for supporting execution of crisis communication strategy
Responsible for maintaining crisis communications protocol (see Appendix B)	Consult on revisions and decisions related to crisis communication protocol (see Appendix B)

OZF communications strategy and planning

This activity includes implementation of OZF's strategic and operational plan.

Zoo Marketing & Communications responsibilities and/or requirements in support of this activity include:	OZF responsibilities and/or requirements in support of this activity include:
ROLE: Collaborator	ROLE: Lead
Responsible for integrating zoo schedules in OZF strategic communications timelines	Responsible for communicating Zoo's strategic communication priorities
Responsible for developing, implementing, maintaining, monitoring, and reporting progress (to Communications Steering Committee) of OZF strategic communications	Responsible for communicating schedules and timelines

Brand identity

This activity includes maintaining consistency and high quality across identity assets—including logos and symbols, typography, color palette, photo and video library—that represent both

organizations; maintaining shared style guide and institutional voice optimized for each party's work.

While both organizations have individual logos, the brand philosophy is to represent the Oregon Zoo and the Oregon Zoo Foundation as "one-zoo". This requires coordination of brand identity elements which will allow for the appropriate brand connection and / or differentiation where appropriate.

Zoo Marketing & Communications responsibilities and/or requirements in support of this activity include:	OZF responsibilities and/or requirements in support of this activity include:
ROLE: Lead	ROLE: Collaborator
Responsible for developing, implementing and maintaining brand standards.	Consult on development and implementation of brand standards.
ROLE: Collaborator	ROLE: Lead
Responsible for providing access to style guide; responsible for maintaining version control.	
Consult on and integrate OZF components into zoo style guide (e.g. voice and tone for OZF writing, web style guide sponsor recognition guidelines)	Responsible for communicating additional brand guidelines or direction; communicate about locations where OZF strategic communications priorities require different style or tone than is stipulated in zoo style guide.
Responsible for upholding brand standards in projects managed with external zoo vendors.	Responsible for upholding brand standards in projects managed with external OZF vendors.

Zoo activity or event-driven messaging

This includes all marketing and communications activities related to the zoo's implementation of the zoo's strategic plan, strategic communications plan and any related activities supporting internal customers and the business and operations of the zoo.

Zoo Marketing & Communications responsibilities and/or requirements in support of this activity include:	OZF responsibilities and/or requirements in support of this activity include:
ROLE: Lead	ROLE: Collaborator
Responsible for planning and development of key messages and marketing plans related to activity, event or initiative.	Consult on planning and development of messages related to activity, event or initiative.
Responsible for defining message needs and target audiences.	Consult on message needs and target audiences.
Responsible for maintaining content calendar, informed by zoo strategic communications plan.	Consult on content calendar; communicate OZF strategic communications priorities or storytelling opportunities related to activity, event or initiative.
Responsible for decisions about content development.	Consult on content development, as necessary.
Responsible for production of copy, video and photo assets, as deemed necessary, to support	Responsible for repurposing copy, video and photo assets into member and donor

the communication of activity, event or initiative.	publications
Responsible for outreach to media, general public, zoo and Metro.	Responsible for outreach to members, donors and prospects.
Responsible for managing related contact lists.	Responsible for managing related contact lists.
Informed of OZF outreach plans and execution.	Informed of zoo outreach plans and execution.
Responsible for distribution of messages about activity, marketing plans, event or initiative through methods zoo deems appropriate, including press releases, web storytelling, social media, public speaking opportunities	Responsible for distribution of messages about activity, event or initiative through methods OZF deems appropriate.

OZF activity or event-driven messaging

This activity includes specific messages or communications about activities and events initiated by OZF, rather than the zoo.

Zoo Marketing & Communications responsibilities and/or requirements in support of this activity include:	OZF responsibilities and/or requirements in support of this activity include:
ROLE: Collaborator	ROLE: Lead
Consult on planning and development of key messages related to activity, event or initiative.	Responsible for planning and development of key messages related to activity, event or initiative.
Informed of outreach plans and execution.	Responsible for defining message needs and target audiences. Responsible for communicating outreach plans and content development.
Review and approve for brand alignment.	Responsible for production of copy, video and photo assets, as deemed necessary, to support the communication of activity, event or initiative. Responsible for managing outside vendors and covering associated costs.
Responsible for outreach to media, general public, zoo and Metro, as deemed necessary by OZF.	Review/approve final messages to be distributed by zoo. Responsible for outreach to members, donors and prospects.
Consulted on content development as necessary.	Responsible for decisions about content development.
	Responsible for donor recognition in OZF publications.
Responsible for implementing on-grounds donor recognition.	Responsible for recognizing donors on grounds at the zoo.

Responsible for providing design services for fabrication, installation and maintenance of on-grounds donor recognition. Responsible for informing OZF of change in donor recognition location.	Review/approve designs. Responsible for tracking updates and sunset of donor recognition.
Responsible for providing web access to OZF for managing content related to OZF activity or OZF event-driven messaging.	Responsible for maintaining all web pages related to OZF activity or event-driven messaging on Zoo website. Responsible for maintaining third party transaction sites.
Responsible for ensuring social media posts align with voice and tone. Responsible for editing and posting content in social media.	Responsible for communicating social media goals and timelines. Responsible for drafting content for social media and send at least 5 business days before post.

Zoo advocacy and campaigns

This activity includes initiatives and campaigns to educate and engage visitors and the community in advocacy around the zoo's priority conservation topics.

Zoo Marketing & Communications responsibilities and/or requirements in support of this activity include:	OZF responsibilities and/or requirements in support of this activity include:
ROLE: Lead	ROLE: Collaborator
Responsible for developing marketing communications, promotion and engagement activities involved in campaign. Responsible for consulting with OZF when fundraising is involved.	Informed of campaign activities. Consult when fundraising is involved.
ROLE: Collaborator	ROLE: Lead
Responsible for not using public funds to support political campaigns. Responsible for providing access to image library and standard messaging for political campaigns	Responsible for adhering to advocacy process outlines in MOU to initiate a political campaign.

OZF fundraising campaigns

This activity includes development and implementation of fundraising campaigns including establishing campaign goals, targets, schedule, materials and any related promotion or advertising.

It also can include member and donor acquisition efforts and annual fund activities.

Zoo Marketing & Communications responsibilities and/or requirements in support of this activity include:	OZF responsibilities and/or requirements in support of this activity include:
ROLE: Collaborator	ROLE: Lead
Informed of OZF fundraising and campaign plans including media placement and schedule of communications and other activities.	Informs Zoo Marketing & Communications of campaign scope
Responsible for incorporating fundraising campaigns into zoo's existing plans/activities where appropriate	Responsible for planning, marketing and executing fundraising campaigns
Consult on brand and message alignment	Responsible for defining message needs and target audiences and determining look and feel, overall design of materials.
Review and approve accuracy of zoo information included in OZF campaign materials	Review and approve materials
Responsible for supporting distribution of fundraising campaign information as defined by OZF	Responsible for determining appropriate channels for distribution
	Responsible for graphic design and copywriting
	Responsible for securing media buys and placing ads
Responsible for including fundraising campaign information, as approved by OZF, in zoo press releases.	Responsible for providing content to be included in press releases.
	Responsible for tracking media coverage
Review/approve branded elements.	Responsible for managing and executing acquisition campaigns
Informed of campaign plans.	

Sponsorship program

This activity requires collaborative engagement between the zoo and foundation to sustain and grow a robust year-round sponsorship program. This activity includes strategy development, sales, service to sponsors and activation and fulfillment of sponsorship contracts.

Zoo Marketing & Communications responsibilities and/or requirements in support of this activity include:	OZF responsibilities and/or requirements in support of this activity include:
GOVERNANCE ROLE: Collaborator	GOVERNANCE ROLE: Lead
Responsible for participating in Sponsorship Steering Committee meetings and presenting issues that may affect Sponsorship Packaging strategy to Sponsorship Steering Committee	Responsible for facilitating Sponsorship Steering Committee meetings (See Appendix XX: Sponsorship Steering Committee Process)
Responsible for presenting Media Partnership proposals to Steering Committee for input	Consult on Media Partnerships via Sponsorship Steering Committee to review and make recommendations if necessary to maintain brand value
Responsible for securing Media Partnerships and ensuring those benefits are in balance with	

Signature Partner rights and benefits.	-
Responsible for developing style guide (see Appendix XX) on application of sponsor logos and recognition, taking into account IEG valuation.	Consult on style guide in regards to application of sponsor logos and recognition. Informed of decisions.
Review/approve all sales and fulfillment materials or templates for zoo brand alignment. ("evergreen" elements only)	Responsible for design development and production of all sales, service or fulfillment materials or templates.
	Responsible for managing sponsor activation fund.
SALES ROLE: Collaborator	SALES ROLE: Lead
Responsible for providing OZF with access to webpages in the Corporate Relations area of the zoo website.	Responsible for maintaining all webpages related to sponsorship options and availability in the Corporate Relations area of the zoo website according to the style guide
	Responsible for identifying prospects
Informed of general proposals	Responsible for outreach to corporate contacts and identifying sponsor goals and priorities
Responsible for setting deadlines for sponsor inclusion in marketing campaigns.	Responsible for meeting deadlines associated with sponsor inclusion in marketing campaigns.
Responsible for helping to identify alternatives for sponsors that sign on after deadlines.	Consult on alternatives for sponsors that sign on after deadlines.
Responsible for reviewing marketing-related elements of sponsorship proposals Consult/collaborate on customized activation ideas and elements. Responsible for allowing access to image library for proposal needs	Responsible for developing customized package proposals; consulting with zoo Marketing and Communications and other relevant zoo stakeholders throughout development; and previewing proposal with Sponsorship Steering Committee.
Informed of final proposal/addendum. Consult on addendums via participation in Sponsorship Steering Committee.	Responsible for presenting proposal to prospect and managing negotiation process. Responsible for bringing addendum to Sponsorship Steering Committee for review and approval.
Informed of finalized agreement.	Responsible for contracting with corporate sponsors and providing Marketing and Communications with copies of commitments within five business days.
FULFILLMENT ROLE: Lead, Collaborator	FULFILLMENT ROLE: Lead, Collaborator
Responsible for maintaining sponsor promotional information and ensuring elements are incorporated into all relevant marketing assets.	Responsible for obtaining toolkit of promotional information from sponsor (including, but not limited to, logo/brand guidelines and files, URL, quotes from leadership).

	Responsible for sharing toolkit with Marketing and Communications by established deadlines and forwarding toolkit updates as requested by sponsor.
Responsible for ensuring sponsor, zoo and media partner logo guidelines are followed.	Responsible for ensuring sponsor logo guidelines are followed.
	Responsible for including sponsors in relevant OZF publications.
Consult on sponsor toolkit development. Responsible for providing access to image library, logo use guidelines, key messages, quotes from zoo leadership, stories and video for use in toolkit. Responsible for supplying marketing and communications goals and targets for related events for use with sponsor toolkit. Review/approve final toolkit content.	Responsible for developing and maintaining sponsor toolkit for branded messages in print, web and social media, including quotes from zoo leadership, photos and zoo logo obtained from Marketing.
Responsible for including sponsor mentions in zoo press releases.	Consult on zoo press releases with sponsor mentions and review/approve same.
Responsible for designing and coordinating placement of sponsor recognition on digital displays.	Review/approve digital recognition.
Responsible for providing content pages on zoo website.	Responsible for implementing and maintaining website recognition for sponsors on content pages, according to style guide, on zoo website.
Consult on design and content for web pages co-created with sponsors	Responsible for producing design and content for web pages co-created with sponsors
Responsible for developing and implementing marketing and communications plans for all sponsored events or programs, Responsible for ensuring all rights and benefits outlined in contracts are included. Responsible for establishing timelines for content development, review and production to include a three business day internal review process with OZF and five business day review process with sponsors. Responsible for graphic design and content and incorporating sponsor logos and mentions as appropriate. This may include, but is not limited to: graphic elements, event logos, print ads, web content and advertising, social media, on-grounds	Informed of zoo marketing and communications plans for sponsored events or programs. Consult on integration plans with zoo staff involved in sponsored event or program. Responsible for communicating integration plans with marketing. Consult on sponsor logo placement and mentions in graphic design and content as appropriate. Allow a three business day internal review process prior to submitting to sponsor for final approval of logo/name mentions.

<p>signage and collateral, out of home, radio, TV, press releases, etc..</p> <p>Responsible for providing OZF with draft graphic design and content for review, revision and approval of appropriate name or logo use with sponsors per timeline as outlined above.</p>	<p>Responsible for facilitating five business day review with sponsors, revision and approval process of draft ad design and content with sponsors.</p>
<p>Responsible for managing relationships with advertisers.</p> <p>Responsible for maintaining paid advertising schedule and deadlines.</p> <p>Responsible for managing media buys and ad placements.</p>	<p>Informed of paid advertising schedule and deadlines.</p>
<p>Responsible for managing contractors and ensuring sponsor logo and brand guidelines are incorporated as appropriate.</p> <p>Responsible for establishing process of communication between contractor and OZF to obtain information needed for recaps.</p> <p>All other review and approval processes remain the same as when working with the Marketing and Communications Division directly.</p>	<p>Consult on sponsor interests and reporting needs with promoters and media partners.</p> <p>Consult on, review and approve sponsor mentions outside of style guide, sponsor toolkit or established marketing and communications plans to be distributed by promoters and media partners (e.g., e-blasts, microsites).</p> <p>Responsible for coordinating five-day review, revisions and approval of sponsor mentions in promotional messages with sponsors.</p>
<p>Responsible for recommending alternatives of equal value to meet sponsorship rights and benefits, taking into account IEG valuation, if unable to execute addendum.</p> <p>Present alternatives to Sponsorship Steering Committee for review and approval.</p>	<p>Consult on alternatives of equal value to meet sponsorship contracted rights and benefits.</p> <p>Present alternatives to Sponsorship Steering Committee for review and approval.</p>
<p>Responsible for communicating progress of marketing tasks for sponsored events or programs to zoo and OZF staff.</p>	<p>Responsible for managing tracking sheets to ensure promotional rights and benefits are met for sponsored events or programs.</p>
<p>Responsible for communicating media placement and marketing plan activities to OZF.</p> <p>Responsible for allowing access to resources needed to complete recaps such as image library, web and social media analytics, etc.</p>	<p>Responsible for managing and communicating deadlines for tracking data to supply recap reports in a timely manner.</p> <p>Responsible for tracking and documenting media placement and impressions for recap reports</p>
<p>Mutually responsible for defining which data</p>	<p>Mutually responsible for defining which data</p>

must be collected for sponsor recap reports.	must be collected for sponsor recap reports.
Mutually responsible for agreeing on roles and responsibilities for gathering data for sponsor recap reports.	Mutually responsible for agreeing on roles and responsibilities for gathering data for sponsor recap reports.
Responsible for graphic design and content development for stand-alone recognition elements. Responsible for providing OZF with draft graphic design and content for review, revision and approval following standard review period protocol. Responsible for seeking approval for costs associated with stand-alone sponsor benefits Responsible for printing/producing/ and installing signage. Responsible for identifying locations for sponsor-provided stand-alone banners or signage.	Responsible for maintaining schedule of sponsors' stand-alone recognition on grounds and informing marketing when signage changes/revisions are required. Responsible for coordinating five-day review, revisions and approval of appropriate name and logos usage with sponsors
SERVICE ROLE: Collaborator	SERVICE ROLE: Lead
Consult/collaborate on cross-promotional opportunities.	Responsible for presenting cross-promotional opportunities to sponsor.
Consult on sponsor-created promotional offers, fundraising offers and promotional campaigns (through Sponsorship Steering Committee). Review/approve any use of zoo logo in promotions. Responsible for developing supporting marketing and communications plans where necessary, and determining associated costs.	Responsible for oversight of sponsor-created promotional offers, fundraising offers and promotional campaigns.
ACTIVATION ROLE: Collaborator	ACTIVATION ROLE: LEAD
Consult on and informed of customized activation.	Responsible for planning and implementing on-site activation opportunities; coordinating with sponsors to create activation strategies to fit their goals.

Membership program

This activity includes communications and marketing efforts related to the management of the zoo's membership program and subsequent delivery of benefits, stewardship of members/donors, planning for strategic growth of the program and upholding zoo brand identity for member audiences.

Zoo Marketing & Communications responsibilities and/or requirements in support of this activity include:	OZF responsibilities and/or requirements in support of this activity include:
ROLE: Collaborator	ROLE: Lead
	Responsible for delivering and promoting member benefits related to publications.
Informed of timelines and plans for foundation publications. Informed about steps to supply content for members.	Responsible for informing zoo about publication timelines and guidelines for suggesting or submitting additional content
Informed of member benefits related to events developed by OZF.	Responsible for delivering and promoting member benefits related to events
Review/approve messages outside of existing messaging	Responsible for drawing from existing zoo messaging, like web event calendar or press releases. Responsible for developing new messaging and routing for zoo review.
Informed via Major Events committee and Master Calendar	Responsible for planning and executing special member events (e.g. Sunrise at the Zoo)
Consult on opportunities for member events as needed. Responsible for developing promotional offers Responsible for serving as a point of contact for zoo and Metro departments internal clients interested in marketing to members	Responsible for consulting with zoo on opportunities to promote and provide special access to members for zoo events and programs
	Responsible for promoting zoo activities and retail offerings Responsible for timing of member publications and communication to members.
Responsible for providing web access to OZF for membership-related pages.	Responsible for maintaining content on all membership-related web pages.
Review/approve to ensure brand alignment	Responsible for maintaining membership brand (colors, photo choices, etc.)
Responsible for redesign and production of membership collateral, including but not limited to brochures, cards, welcome packages and application forms, in relation to gate fee or brand changes. Review and approve refreshed membership collateral for brand alignment.	Consult on, review and approve zoo redesign of membership collateral in relation to gate fee or brand changes. Responsible for contracting out design and production to refresh and reprint membership collateral in between zoo-prompted redesigns.
	Responsible for managing the data and records

	of each member household
	Responsible for tracking and encouraging renewals and upgrades
	Responsible for encouraging additional investment in the zoo
Responsible for directing membership-related inquiries to foundation or requesting information needed to respond	Responsible for responding to inquiries from existing members and the general public regarding membership
Responsible for responding to zoo-related inquiries from existing members and the general public	Responsible for directing zoo-related inquiries to zoo staff or requesting information needed to respond
Informed of changes.	Responsible for planning and executing communications related to changes in membership program policies or prices
Responsible for designing and producing on-grounds membership and directional signage.	Review/approve sign content and graphics.

5.3. Service Assumptions

Assumptions related to in-scope services and/or components include:

- The parties will jointly participate in 18-month planning process to commit needed resources.
- The parties will ensure that public information materials are accurate and routinely identify the zoo's affiliation with Metro in a manner consistent with Metro communication standards.
- The parties are jointly responsible for using and updating internal communication documents, such as the strategic communications plan, Crisis Communications Protocol (see Appendix B) and style guide.
- The zoo will maintain and provide access to a master calendar listing zoo initiatives, programs, projects and events, an internal calendar and content calendar.
- The zoo will consult with OZF regarding web redesign.
- The zoo will facilitate resolution of website issues with Metro Information Services.
- The zoo will provide training to OZF on webpage management and updates or any other systems needed to carry out work.
- The zoo will consult with OZF in planning for Marketing and Communications surveys or opinion research and will provide the OZF with access to all Zoo survey data.
- The OZF may draw from zoo-produced information about offerings and events for internal and external audiences for its own communication purposes. Such information can be found in general web content, web calendar, press releases and social media.
- The zoo will develop and communicate key messages to OZF regarding newsworthy events, which OZF will in turn disseminate to its internal and external audiences.

6. Service Management

6.1. Service Requests

In support of services outlined in this SLA, responsible Marketing and Communications staff will acknowledge receipt of service related incidents and/or requests submitted by OZF within two business days¹

6.2. Decision Making and Dispute Resolution

It is assumed that responsible staff persons will work together to resolve decisions regarding services. Should a breakdown occur, the following dispute resolution levels should be followed:

- First level: Responsible OZF Staff Person/Marketing and Communications Division Manager
- Second level: Responsible OZF Staff Person and OZF Director/ Director of Communications and Strategic Development for Metro Visitor Venues
- Third level: OZF Director/Zoo Director

¹ While it is understood that the Oregon Zoo is a 24/7 operation, “business days” refers to Mondays through Fridays.

Appendix A | Cost responsibilities

Content pending

DRAFT

Appendix B | Crisis Communications Protocol

Oregon Zoo

Crisis/Issues Communication Protocol

Introduction

The Oregon Zoo Crisis/Issues Communication Protocol provides a road map for communicating with employees, stakeholders, visitors, news media and the general public during code incidents or other situations, as determined by the zoo director, in which immediate, timely and accurate information is necessary to be disseminated.

The Oregon Zoo shows its commitment to public service by ensuring transparency and proactive communication in the event of an emergency/crisis situation or when significant issues arise. These events can take many forms, from sudden catastrophic emergencies to an uprising of negative public perception. Accurate, timely, and open communication is critical to maintain the trust of our public while preserving the zoo's image and reputation. The following plan is designed to ensure communications are managed effectively with positive outcomes.

Important guidelines for all employees and volunteers

Only authorized employees should speak with the media on behalf of the zoo. All media inquiries should be referred to the Marketing and Communications division at extension 5716.

Verified information will be shared with all audiences as soon as it is available. The zoo will follow a protocol that ensures Metro leadership, Metro Council, zoo leadership, zoo staff and volunteers and Oregon Zoo Foundation staff and board members are informed in the appropriate order. This ensures the necessary resources and support for dealing with the situation are in place and that all parties can perform any necessary duties before information is released to the media and general public.

What is considered a crisis or issue?

Any situation that could:

- damage Oregon Zoo's reputation or image
- affect the health and welfare of an animal, employee, volunteer, or guest
- a situation that receives or could potentially receive media attention
- some, but not all, incident response issues

Examples of a crisis are:

- natural disasters including floods, tornadoes, winter storms and fires
- animal health issues—significant animal illnesses, injuries or deaths (whether natural, accidental, or euthanized)
- animal escapes and/or animal and people interactions
- human diseases or epidemics affecting zoo staff or visitors (food-borne illnesses)
- a disgruntled employee or other employee personnel issue
- union negotiating issues or a strike by union employees
- loss of funding or fiscal mismanagement
- zoo visitor, employee, volunteer, or contractor/sub-contractor injury or death
- animal rights activist activities
- other controversial issues related to the zoo, including environmental concerns
- criminal incidents, such as personal threats, civil unrest, guest domestic issues, and violence in the workplace

- illegal activity on zoo property
- acts of terrorism

Zoo emergency response codes most likely to require crisis communications:

Code Orange – Active crime

Code Gold – Dangerous animal escape

Code Bronze – Person in exhibit with dangerous animal

Protocols and practices

When a crisis occurs, the first priority is to secure the safety of the employees, visitors and animals involved. Once confirmed, the Zoo Director or designee directs the Marketing and Communications Manager to implement the Oregon Zoo Crisis Communication Protocol.

The following steps will be followed.

1. Inform appropriate staff about the situation using the Crisis Communication Phone Tree.
2. Assemble the core communications team / identify other support necessary.

Core communications team members may include:

- Key zoo staff and management involved
- Communications/ PR agency
- Office of Metro Attorney
- Designated spokesperson(s)
- Public agencies, contractors or vendors involved
- OZF communications manager

3. Gather and verify facts from on-site staff involved in situation.
4. Open shared and protected activity log document. The purpose of the activity log is to provide a real-time source of accurate information and sequence of events *following* the incident for communication core team and EMT members only.

Team members will be required to log any activity and communications that they are involved with outside of the core communications or EMT sessions. This document will also be useful during the evaluation discussion after the issue has been resolved.

5. Create a stand-by statement for the media as well as for internal communication to staff and volunteers and public messaging to trustees, sponsors, donors, zoo members, as necessary. This statement, which should be distributed within 1.5 hours of incident occurring, needs to include:

*Note, OZF needs as much time as possible to prepare email distribution list for members.

- Brief description of what occurred
- Assurance of safety and well-being of those involved and at zoo, if possible
- Preliminary warnings if deemed appropriate by security and/or law enforcement
- Description of current activity in response and future activities to be expected
- Expression of empathy and compassion for those involved if injured
- Example statements:

-We are still gathering all the facts.

-Safety and security is out top priority.

-We will get back to the media as soon as we have more information.

-We will know more at X time and be available to brief news media at that time.

-Thank you for your interest.

6. Core communications team is responsible for disseminating the approved scripts to public-facing personnel.
7. Create written materials regarding the crisis, including media release, fact sheets, and Q & A message points, internal and stakeholder messages.
 - a. For instances involving politically sensitive, potentially controversial or any topics of which Metro Councilors are likely to be contacted by the news media or their constituents, the core communications team should consult with Metro communications, legal and/or visitor venues for guidance on communication protocols.
8. If appropriate, collect photographs, video and other information resources to provide to public and or news media.
9. Submit draft written materials to marketing/communications manager for initial review and approval. Final approval by the zoo director or designee is required prior to public release of any materials.
10. Distribute key information in the following order:
 - **First priority** – key zoo staff, Metro Senior Leadership Team, Metro Council, Oregon Zoo Foundation Director and Board
 - **Second priority** – all zoo staff, volunteers, partners, key donors
 - **Third priority** - media, public (this includes zoo members)
11. Designate primary and secondary spokesperson(s) and rehearse and brief on the key messages and questions that may be asked during news conference or individual media interviews.
 - a. Identify three key messages to articulate.
 - b. Consider worst case scenario questions and develop draft responses and/or pivot messages for approval by marketing/communications manager, then zoo director or designee.
12. If needed, select a team to help answer incoming media calls and calls from the public regarding incident. Identify and include individuals on the team in this document. Include logistical plan for space, phone lines, etc.
 - a. Inform Metro communications how to refer incoming calls from public and news media (i.e., all calls should be referred to Hova Najarian.)
 - b. If communication response is expected to last beyond one business day, identify additional team members to assist and provide relief. Create multi-day assignments and schedule if necessary.
13. Distribute written materials internally to employees (including Switchboard) and volunteers via email. Identify communications core team member to serve as internal communications liaison, collect questions and track down information.
14. Distribute talking points for Metro Councilors to use if contacted by constituents or news media.
15. Distribute news release to media (see contact list), post message to website, Facebook and Twitter. If necessary/appropriate, make follow-up calls to media.
 - a. Copy core communications team, EMT, Metro communications on news release email. If appropriate, send to OZF Board, Metro communications, COO, Deputy COO and Council.

16. Plan media availability/news conference if individual interviews will be burdensome on spokespeople and/or zoo director.
 - a. Provide at least 2 hours advance notice to media and stakeholders.
 - b. Identify centrally located, easily accessible site that is served by electrical power.
 - c. Set up podium, microphone, chairs and table for materials, including media packets.
 - d. Assign communications core team responsibilities, including:
 - i. Greet and accommodate media
 - ii. Brief and prepare spokespeople
 - iii. Create media packets or media flash drives which may include fact sheets, news release, backgrounders, expert contact information
 - iv. Emcee to open and close conference
17. Establish boundaries for media and public, including limitations on access to zoo grounds if necessary. A member of the communications core team will act as escorts for media as appropriate.
18. Create and disseminate updates as necessary to keep messages current and accurate. If anticipating receiving additional information, inform audiences of when they can expect to receive updates.
 - a. If necessary, plan additional future press conferences/briefings
19. As necessary, designate additional personnel to answer incoming calls and e-mails from the media and the public.
20. Monitor news coverage and keep management team, senior staff, Metro COO, DCOO, Communications Director and GMVV apprised of coverage content.
21. Correct information with calls to reporters, and if necessary, letters to the editor.
22. Continue to send out updates and respond to media inquiries until the crisis is resolved. Multiple news conferences may be necessary if information is developing over several days' time and media is camped out.
23. Contact AZA (animal-related crisis, protests, etc.) or other partner organizations if appropriate.
24. Hold a follow-up meeting with the Crisis Task Force to evaluate management of the crisis within five days of crisis resolution. Create a "lessons learned" list and update the Crisis Communication and other plans as necessary.

Definitions

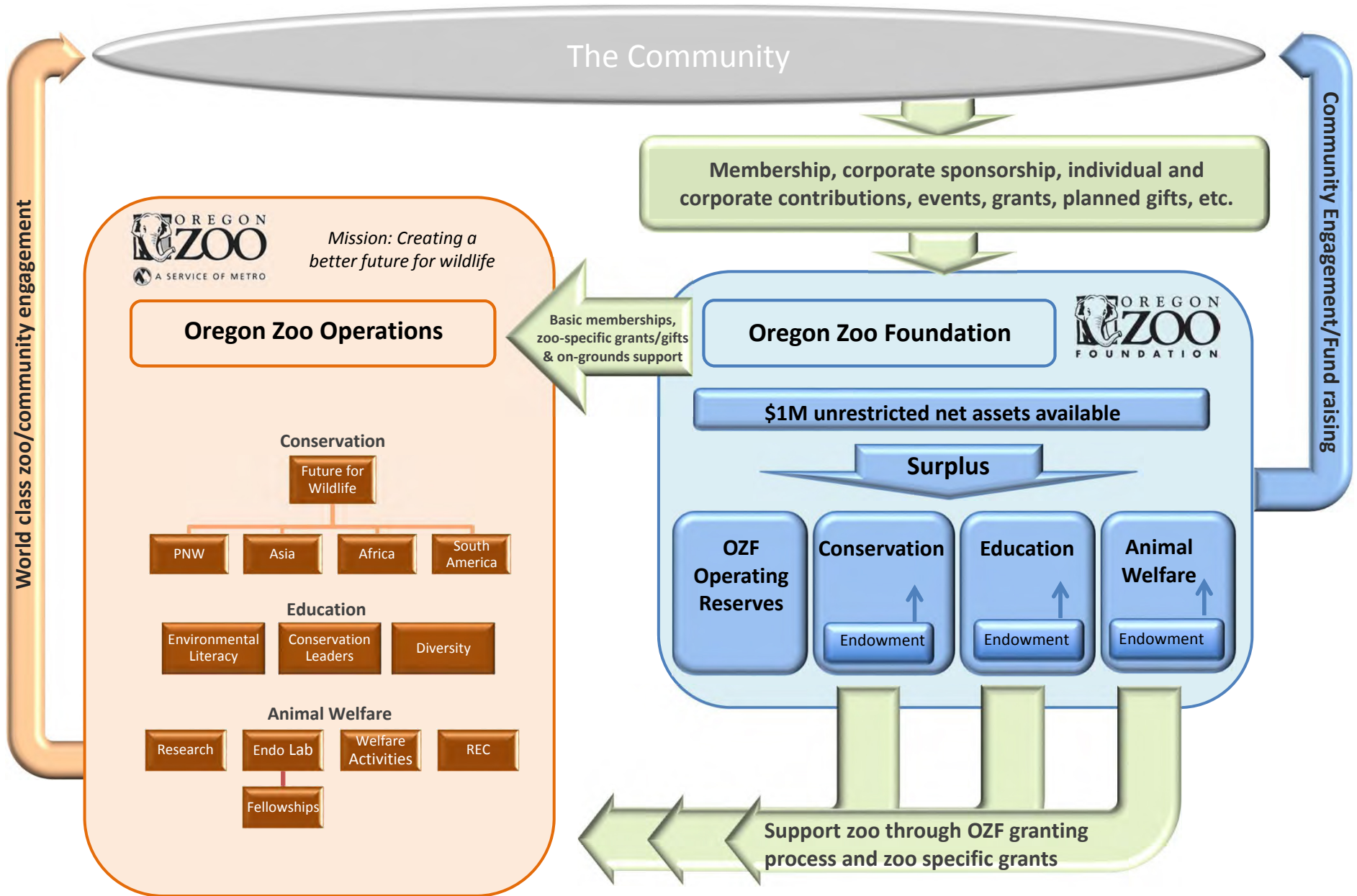
- AZA – Association of Zoos and Aquariums, the zoo's accrediting industry organization that leads species conservation research, establishes and monitors animal care and welfare standards and defines and recommends industry best practices
- COO - Metro's chief operating officer, the chief executive overseeing Metro; reports to the Metro Council (Martha Bennett)
- DCOO – Metro's deputy chief operating officer who oversees the following departments: finance and regulatory services, human resources, information services, parks and environmental services, sustainability center and internal communications; reports to COO (Scott Robinson)
- EMT – Zoo's emergency management team, responsible for implementing key steps during emergencies; includes director, deputy director, senior manager on duty or designee, marketing and communications manager, facilities and sustainability manager, guest services or admissions manager, finance manager, receptionist/dispatch

- GMVV – Metro’s general manager of visitor venues; oversees Oregon Zoo in addition to Oregon Convention Center, Portland Center for the Performing Arts and Portland Expo Center (Teri Dresler)
- PCI – Public Communications Inc., staffed by Jill Allread, principal of the company who serves as expert communications consultant to the zoo director and marketing/communications

Checklist

The following checklist is designed to remind communications core team of essential tasks that may be easily forgotten during a crisis.

1. Are team roles and responsibilities clearly defined within the core communications team and with the EMT?
2. Is the team adequately staffed to handle the duties before them?
3. Are the resources available to complete the tasks?
 - Are computers, network, Wi-Fi, land/cell phone service, power working? Batteries charged?
 - Is staff knowledgeable about the processes to post to Facebook, Twitter and the Oregon Zoo website and distribute news releases to the media list?
4. Are any team members personally affected and, if so, can they receive the necessary support to continue working?
5. Is food and water necessary to adequately prepare and sustain staff?
6. Do any topics to be communicated need legal review/approval?
7. How/when should PCI or other outside contract services be consulted?
8. Have the key stakeholders and audiences been considered in planning and implementation?
 - Employees
 - Volunteers
 - Metro GMVV, COO, DCOO, Communications Director
 - Metro Council
 - OZF Board
 - Metro Senior Leadership Team
 - General public and zoo members
 - AZA and/or other zoos
 - Zoo contractors
 - Donors
 - Partners
9. Do any stakeholders require special attention or status updates as the situation develops?
10. Is there a need to revise key messages as the situation develops?
11. Has any misinformation been reported that requires clarification/correction?
12. What worked well and needs improvement?



OZF Mission: To foster community pride and involvement in the Oregon Zoo and to secure financial support for the zoo's conservation, education and animal welfare programs.

OZF Funding and Distribution Model Description

- The primary purpose of the Foundation is to provide resources to support the funding priorities of the Oregon Zoo. The intention of the Funding and Distribution Model is threefold: alignment of the Foundation's role as a funding organization in support of the Zoo's strategic objectives, a Foundation balance sheet that provides clarity as to the intended use of funds and a structure that provides transparency and engages the community.
- The Funding and Distribution Model starts with the community as its base. Funds are provided by the community and then distributed through the granting process of the Foundation. Those items/programs that are funded are communicated back to the donors and the community at large, providing a direct connection between funds raised and outcomes delivered and, generating interest in future support efforts.
- Stakeholders include private individuals, corporations, foundations and other organizations, and funds include membership, contributions, sponsorships, events, grants and campaign activity.
- These funds flow into the Foundation. Membership flows through to the Zoo as proscribed in the Metro-OZF Agreement. Zoo-specific grants and donor-designated gifts are held by the Foundation until gift terms are met by the Zoo.
- The remaining funds cover Foundation overhead, maintain OZF operating reserves* and \$1 million in unrestricted funds available to the Zoo or OZF for unscheduled events (the purchase of Lily and Tusko is a good example). *Note: The OZF Board of Directors voted to maintain an operating reserve in addition to the 3 board-designated endowments.
- The unrestricted surplus at the end of the fiscal year is available to support the three board-designated priority areas which are aligned with the Zoo's strategic mandates: Animal Welfare; Conservation; Education.
- The total amount for annual distribution to the Zoo will be a combination of appropriations from the endowed funds and surplus uncommitted/unrestricted funds available at the conclusion of the fiscal year-end.
- Total combined funds (endowment appropriations plus any surplus unrestricted funds) will be made available to the Zoo through a granting process conducted by a review committee comprising Zoo and Foundation representatives.
- Notwithstanding any point above, in addition to the flow of basic membership dollars per the Metro-OZF Agreement, the zoo may submit requests for, and the OZF Board may approve on a case-by-case basis, funds in support of enhancing the on-grounds visitor experience.
- Allocation of funds between the priority areas will be determined during the granting cycle. If available funds are not fully allocated during the granting cycle of a year, a recommendation will be made by the review committee as to which priority area should receive the funds.
- Funds not distributed through the granting process may be available to be invested in the endowments representing each funding priority area, if recommended by the review committee. These endowments provide investment income that is available to the granting process, in accordance with OZF investment and spending policies, and also assist in fundraising activities for planned giving.
- The OZF Board of Trustees will have final approval of the grants to be distributed.
- The information gathered about projects and initiatives throughout the granting process--through the application materials and follow up reporting--helps Foundation staff engage the community and donors in the outcomes of their donations and the work of the Zoo.

**OREGON ZOO FOUNDATION LARGE GRANTS
IN SUPPORT OF CONSERVATION, EDUCATION AND ANIMAL WELFARE**

Introduction

The Oregon Zoo Foundation is the support organization for the Oregon Zoo. It does business as an IRS-recognized 501(c)(3) non-profit organization. The purpose of the large grants program is to encourage staff innovation and to fund impactful projects in education, conservation and animal welfare that would otherwise not be included in the Oregon Zoo's operational budget. It will also help the Foundation garner the information necessary to report out to our donors.

Purpose and Restrictions

Grants will fund programs that support the Zoo's strategic focus areas:

- Make animal welfare a guiding principle
- Educate and inspire our community
- Be conservation leaders
- Implement phase one of the master plan
- Further a culture of excellence
- Grow usable net resources to support our mission

This program is designed to support programs and solutions that:

- Align with the Oregon Zoo and Oregon Zoo Foundation vision and values
- Are approved by the Zoo Director
- Have defined outcomes and a plan for measuring success
- Fill a clear, expressed need
- Would otherwise lack full funding and are over and above existing activities
- Benefit many—the more people/animals impacted, the better

Restrictions:

- Salaries may only be requested if they are part of a time-limited pilot or research project
- Grant funds must be used for the purpose stated in the application
- Funds not used within the fiscal year do not roll over to the next without approval from the Foundation

Reporting Requirements

Successful applicants are asked to submit a report on the use and impact of the funds within one year of award of funds. This should include:

- Brief narrative of the project's progress
- The impact of the project, including number of people and animals served as well as evaluation results
- Any challenges encountered, how they were overcome and lessons learned
- Detailed comparison of budgeted to actual expenses and any additional revenue sources
- Quotes from those impacted and photographs where possible (the Foundation can help coordinate collection of quotes or capturing photos if needed)

For a multi-year award, you are required to submit annual interim reports and a final report when the project is complete and the grant award is expended.

**OREGON ZOO FOUNDATION
LARGE GRANT APPLICATION**

Through generous philanthropic support from our community, the Oregon Zoo Foundation provides grants that bolster efforts around education, conservation and animal welfare at the Oregon Zoo. A successful grant request will assist the zoo in meeting its strategic priorities, ensure the effective stewardship of Oregon Zoo Foundation donors’ intentions, and provide measurable results and impact.

Instructions

- Grant applications may be prepared by any Oregon Zoo staff member. Staff should work their managers and deputy director while developing this request to ensure the proposed project will have the necessary implementation support if funded.
- Do not hesitate to contact the Foundation with questions.
- Be specific and concise. Do not exceed the space allocated in this application.
- For requests over \$10,000, or requests that include salary/benefits, attach a detailed project budget including expected expenses and revenue.
- Send completed applications to Mavia Haight, Grants Manager, mavia.haight@oregonzoo.org

Requestor name: _____

Title: _____

Phone: _____

Email: _____

Date: _____

Title of project: _____

Amount requested \$: _____

- New program/project
- Expansion of existing program/project

Funds needed by fiscal year: *(For multi-year pilot or research projects only)*

FY15 \$: _____

FY16 \$: _____

FY17 \$: _____

Requestor Signature

Signature of Finance Manager

Signature of Deputy Director of Operations

Signature of Deputy Director of Living Collections

Signature of Zoo Director *(for requests over \$10,000)*

Project description: *Provide a brief (no more than three sentence) summary of the proposed project.* _____

Strategic mandate: *Check all that apply.*

- Make animal welfare a guiding principle
- Educate and inspire our community
- Be conservation leaders
- Implement phase one of the master plan
- Further a culture of excellence
- Grow usable net resources to support our mission

How does your project support this/these focus area(s)? _____

Rational and program description: *What problem or opportunity does this project address? How was this identified? How will you respond to this need?* _____

Time frame: *When will the project begin and end? What key milestones do you anticipate?* _____

Who is responsible for your project? *Briefly describe your project leaders and the role that each will play in the project.* _____

Outcomes and impact: *Explain who benefits from the grant and in what ways. Provide specific and measurable expected outcomes.* _____

Evaluation: *How will you know you have achieved these outcomes? How will you measure and document the success of the project?* _____

Expenses: *How will the grant funds be used? Please provide a detailed outline or attach a program budget.*

Total cost of the project: \$ _____

Other support: *Describe any additional funding sources, including potential and pending funding.* _____

**OREGON ZOO FOUNDATION
ADVANCEMENT GRANTS
SEPTEMBER 2014**

By amplifying the Oregon Zoo's accomplishments in conservation, education and animal welfare, the Oregon Zoo Foundation ignites interest and investment in a better future for wildlife. The Foundation funds Advancement Grants to provide support for targeted needs and innovative solutions identified by zoo staff and has allocated \$10,000 for the spring 2014 cycle. Grant size will vary, averaging \$1,000-\$2,000 or less.

Purpose

Grants will fund:

- Technology with innovative applications
- Training, including travel, education or conference participation with a direct impact on zoo work

This program is designed to support solutions that:

- Are in alignment with the Oregon Zoo's strategic plan
- Advance the Oregon Zoo and OZF vision and values
- Fill a clear, expressed need
- Would otherwise lack full funding
- Are supported by the applicant's department leadership

Restrictions:

- Each work group may only submit one application
- Grant funds must be used for the purpose stated in the application
- Funds not used within one year of notification do not roll over

Selection

The OZF grants manager will coordinate the program with the direction of the It Matters committee, a volunteer council representing a cross-section of zoo departments. The committee will review qualifying applications and make funding recommendations. Recipients will be notified following these meetings and receive instruction on how to access grant funds.

Timeline

March

- Advancement Grants application is available on Zoogle on March 1st.
- Applications due to appropriate deputy director on March 20th.
- Applications are due to OZF on March 30th.

April

- Committee meets to review applications and determine funding allocations.
- Recipients and their supervisors are notified following the meeting.
- The amount allocated is made available by OZF. To access allocated funds, zoo departments indicate the cost center number and process through the regular accounts payable authorization.

Reporting Requirements

Successful applicants are asked to submit a report within one year of selection. This should include:

- Brief narrative of how the grant was spent and the impact of the project
- Detailed outline of actual expenses and any additional revenue sources
- Quotes from those impacted and photographs, where possible (not mandatory but encouraged)

**OREGON ZOO FOUNDATION
ADVANCEMENT GRANTS APPLICATION**

Instructions

- Grant applications may be prepared by any Oregon Zoo staff member or volunteer.
- Completed applications must include the approval of the division manager and deputy director.
- Be specific and concise. Do not exceed the space allocated in this application.
- Please note that partial funding may be approved.
- Send completed applications to Mavia Haight, OZF Grants Manager, mavia.haight@oregonzoo.org.
- Applications are due March 30th by 5 p.m. Grants will be announced in April.

Requestor name: _____

Title: _____

Phone: _____

Email: _____

Date: _____

Title of project: _____

Amount requested \$: _____

Requestor Signature

Signature of Department Manager

Signature of Deputy Director

Type of project : *Please check one.*

- Education/training
- Technology
- Work related travel
- Other _____

Strategic mandate: *What Oregon Zoo strategic mandate does this further? Check all that apply.*

- Make animal welfare a guiding principle
- Educate and inspire our community
- Be conservation leaders
- Implement phase one of the master plan
- Further a culture of excellence
- Grow usable net resources to support our mission

Brief description: *Please provide a brief summary of the project or program in need of funding. How does it further the zoo strategic mandate(s)?* _____

Goals and objectives: *What do you hope to accomplish?* _____

Need/Opportunity: *What is the need or opportunity for this project, training, equipment, etc.?* _____

Expenses: *How will the grant be used? For example, if requesting funds for a workshop, what is the fee and what are the specific related expenses? If requesting for technology, what is the cost of the equipment, including the make/model?* _____

Total cost of the project: \$ _____

Amount covered by your department's operational budget: \$ _____

Other support: *Describe any additional funding sources, including potential/pending funding.* _____

Outcomes and impact: *Explain who benefits from the grant and in what ways. Answer as best as you can, using approximate figures if needed. Include those directly and indirectly impacted.* _____

Success: *How will you know the project or purchase has been successful?* _____

Additional information: *Add anything else you would like the committee to know.* _____

Thank you for your application!

Oregon Zoo Foundation Corporate Sponsorship Policy

I. Purpose

This policy governs the Oregon Zoo Foundation's ("OZF" or "foundation") corporate sponsorship program. OZF enters into corporate sponsorships for the purpose of supporting the work and mission of the Oregon Zoo ("zoo") and furthering the mission of OZF in fostering community pride and involvement in the Oregon Zoo and securing financial support for the zoo's conservation, education and animal welfare programs. This policy defines the considerations through which OZF assesses the desirability of partnering with potential sponsors and implementation of the corporate sponsorship program.

II. Sponsorship Approval

- A. Corporate sponsorship must align with and support the Oregon Zoo's mission priorities and organizational objectives. OZF will refrain from entering into corporate sponsorship agreements with companies that are inconsistent with the zoo's and OZF's mission and/or have the potential to damage the zoo's or OZF's image due to the nature of the companies' products, services or reputation.
- B. Selection criteria. The following criteria will be used in determining which corporations will be accepted for the corporate sponsorship program:
 - The company's products or services must be compatible with and complement the Oregon Zoo's and OZF's mission and values;
 - Potential sponsors must not compete with zoo vendors who have exclusivity rights;
 - The company must have a high degree of integrity, strong corporate reputation and track record of maintaining a high level of product or service quality; and
 - The company must demonstrate ethical business practices and a positive public image
- C. Coordination with Oregon Zoo. The final decision of selection of participating corporate sponsors rests with OZF. In making that decision, OZF will collaborate with and give careful consideration to input from the Oregon Zoo and Metro.
- D. Termination of sponsorship. Consistent with the terms of the Sponsorship Agreement, if a partner's reputation or integrity is called into question by OZF, the Oregon Zoo and/or the public, in close consultation with the Oregon Zoo, OZF will consider terminating the corporate partnership relationship.

III. Corporate sponsorship program implementation

- A. The policy provisions below regarding implementation are subject to and need to be consistent with the contractual terms of the Sponsorship Agreement with the corporate partner as well as the applicable provisions of the Agreement between Metro and OZF and accompanying Service Level Agreements.
- B. Oregon Zoo's responsibilities. The responsibilities of the Oregon Zoo in implementing the sponsorship program, including approval of promotional materials, programming (events, programs, initiatives, etc) and making available its social networks are set forth in the Service Level Agreements.
- C. Documentation. OZF will generate sponsorship contracts and create a master document with detailed and consistent language that protects the Oregon Zoo's best interests and prevents discrepancies among corporate sponsors.
- D. Programming/promotional materials. Pursuant to the Service Level Agreement, OZF will coordinate with the Oregon Zoo on all corporate sponsor content and/or programming,

Oregon Zoo Foundation Corporate Sponsorship Policy

including print and electronic media materials, promotional pieces, ad copy and artwork. The Oregon Zoo will decide which events, programs and/or initiatives a corporation may tie to and/or create and will have final approval over all content. The Oregon Zoo retains ownership and control of all Oregon Zoo themed promotions and materials. All materials produced by the Oregon Zoo for a corporate sponsorship program are under the sole ownership of the Oregon Zoo.

- E. Logo use. In accordance with the Sponsorship Agreement, Oregon Zoo and its corporate sponsors have the right to use each other's marks and logos during the specified timeframe with established pre-approval procedures in place. With Oregon Zoo's approval, a corporate sponsor may be identified by either its corporate name or brand in the corporate sponsor's promotional literature and may use its respective corporate or brand logo. OZF will coordinate with Oregon Zoo for approval of the use of any of Oregon Zoo's marks/logos by corporate sponsors.
 - F. Mailings/membership lists. Corporate sponsors will send any marketing materials they would like mailed by OZF to OZF for approval. OZF will facilitate approved mailings to various Oregon Zoo audiences. Incremental postage and handling fees will be billed to the corporate sponsor. OZF manages and will maintain control of all membership lists. Mailing lists will not be released to the corporate sponsor.
 - G. Assignment/third-party promotions. Corporate sponsors are not allowed to assign rights or conduct third-party promotions without OZF and the Oregon Zoo's approval.
- IV. Resources/In-Kind Values
- A. Use of funds. Sponsorship fees and monies raised are unrestricted and are to be used at OZF's discretion only, not the corporate sponsors.
 - B. Expenses. Each corporate sponsor must pay all expenses for implementing their own promotions (e.g., product/literature distribution).
 - C. Resource commitments. Oregon Zoo's marketing partnership financial commitments are unrestricted, with the exception of pre-approved, budget-relieving, in-kind products or services or added-value products or services (e.g., media commitment). Payments must be detailed to ensure full value is delivered.
- Values to be used for in-kind donations:
- Budget relieving (e.g., services, products, advertising)
 - \$1 to \$1
 - Awareness building (media inventory)
 - If completely unrestricted: \$1 to \$1
 - If any strings attached, \$.50 sponsor credit for \$1 media (e.g., require \$100,000 media commitment for \$50,000 sponsorship package)
 - Added value/non-essential
 - Discount 50 percent
- V. Periodic Review
- The Audit and Finance Committee of the OZF Board of Trustees shall periodically (but no less frequently than every five years) review this policy and propose to the full Board of Trustees any revisions the committee determines necessary or appropriate in order for the Sponsorship Policy to accurately reflect the policies and mission of OZF.

Sponsorship Steering Committee Description & Process – DRAFT (9/5/14)

SPONSORSHIP STEERING COMMITTEE

Description	Members
<p>The primary goal of the Sponsorship Steering Committee is to build stronger, more integrated working relationships among Oregon Zoo Foundation and Oregon Zoo staff and divisions that interface with corporate sponsor partners.</p> <p>The purpose of the committee is three-fold: to maximize opportunities, monitor performance and to coordinate servicing. The committee will meet as needed to fulfill these activities.</p> <p>Committee responsibilities include:</p> <ul style="list-style-type: none"> • Identifies and develops assets to maximize Oregon Zoo’s collective sponsorship potential • Identifies unique opportunities for companies to activate their partnerships • Coordinates sales and servicing efforts • Identifies opportunities to upgrade and/or transition corporate sponsor partnerships • Approves all customized proposals, activities and substitutions • Oversees and ensures sponsor contract obligations are met <p>General Meeting Agendas:</p> <ol style="list-style-type: none"> 1. Hot topics – review current negotiations, etc. 2. Review prospects 3. Review existing sponsors’ performance 4. Activation – strategize, review ideas and approve actions and next steps 	<p>Committee Chair: OZF Corporate & Foundation Relations Manager (CFR)</p> <p>Members:</p> <ul style="list-style-type: none"> • Zoo Director • Foundation Director • Deputy Director of Operations • Marketing Director • Marketing and Public Events staff (MPE) • Education Curator • Guest Services Manager • OZF Communications Manager • Deputy Director of Living Collections (as needed) • Metro Venues Director of Communications and Strategic Development

Sponsorship Steering Committee Description & Process – DRAFT (9/5/14)

SPONSORSHIP PROCESS

Steps	Description	Responsible
Overall Packaging Strategy	<ul style="list-style-type: none"> Oversee Zoo's corporate sponsorship strategy – approve packages supported by IEG's packaging valuation. Identify and review sponsor activation concepts. 	Sponsorship Steering Committee
Identify Prospects	<ul style="list-style-type: none"> Identify and connect key colleagues across the organization to ensure corporate constituencies are leveraged to maximize outcomes for the Zoo. Work with identified corporate prospects. 	<ul style="list-style-type: none"> Sponsorship Steering Committee OZF Corporate & Foundation Relations Manager (CFR)
Customization	<ul style="list-style-type: none"> Develop and approve custom options for activation packages before they are offered to sponsors. Ensure ideas support the Zoo's strategic plan. Identify items that have budgetary impacts and determine if they are appropriate and how they will be managed (i.e., who will pay for what to activate the partnership). 	Sponsorship Steering Committee
Sales and Proposal Development	<ul style="list-style-type: none"> Serve as main point of contact and driver of all corporate sponsor partnerships. Oversee sales and servicing of approved corporate sponsor packaging opportunities. Tailor sales materials, packages, marketing platforms and activation ideas based on conversations with each company. Coordinate pitches and prevent unintentional overlap of corporate sponsor solicitations. 	OZF CFR
Customization	<ul style="list-style-type: none"> Develop creative ideas and customized packages based on prospect interests and committee's approval. Consult with lead staff to develop custom options. Review event marketing plans when appropriate. 	OZF CFR and Zoo MPE staff
Sponsor Contracts	<ul style="list-style-type: none"> Final contract language reviewed and approved by Metro legal counsel. 	Metro
Sponsor Contract Addendums	<ul style="list-style-type: none"> Reviewed by Sponsorship Steering Committee. Signed by Zoo and OZF Directors. 	Sponsorship Steering Committee Directors
Activation Plan	<ul style="list-style-type: none"> Facilitate partner-specific meetings to discuss activation strategies. Create initial tracking method for implementing and communicating sponsor contract deliverables. 	OZF CFR
Implementation	<ul style="list-style-type: none"> Work with zoo divisions and OZF to coordinate fulfillment of sponsor benefits. 	OZF CFR; OZF Communications Manager
Marketing Implementation	<ul style="list-style-type: none"> Ensure marketing rights and benefits outlined in sponsor contracts are completed. 	Zoo MPE staff
Media/Marketing Tracking	<ul style="list-style-type: none"> Coordinate all partner recognition – ensure recognition in all communications is consistent and proportionate to the 	OZF CFR

Sponsorship Steering Committee Description & Process – DRAFT (9/5/14)

	<p>value received from the sponsor – with the cooperation of all divisions that support sponsorships.</p> <ul style="list-style-type: none"> Track partner objectives, marketing platforms, spends and activation efforts. 	
Reporting	<ul style="list-style-type: none"> Produce customized fulfillment reports for each partner, outlining benefits delivered. Review fulfillment reports and facilitate debrief discussion with the committee to identify lessons learned, areas for improvement and program successes. 	OZF CFR
Continued Support of Relationship	<ul style="list-style-type: none"> Serve as account manager and main contact for all corporate sponsor partnerships. Oversee servicing for all corporate sponsor partnerships. Help plan and facilitate any annual meetings with corporate partners. 	OZF CFR
Renewals	<ul style="list-style-type: none"> Negotiate all aspects of corporate sponsor partnership, including renewals. 	OZF CFR