



"Creating a just and sustainable world where people and wildlife thrive, together."

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Denise M. Verret
Chief Executive Officer
& Zoo Director

May 30, 2025

Honorable City Council
c/o Office of the City Clerk
Room 395, City Hall
Los Angeles, CA 90012

AGREEMENTS WITH SSA GROUP, LLC AND THE SUPERLATIVE GROUP, INC. FOR THE OPERATION AND MANAGEMENT OF THE LOS ANGELES ZOO MEMBERSHIP, SPECIAL EVENTS, PUBLICATIONS, AND SPONSORSHIP PROGRAMS

SUMMARY

As a result of a competitive Request for Proposals process, the Department of the Zoo ("Department") has selected new contractors to operate and manage the Los Angeles Zoo Membership, Special Events, Publications, and Sponsorship Programs. The Department respectfully requests approval from the City Council to enter into four separate agreements with:

1. SSA Group, LLC for the operation and management of the Los Angeles Zoo Membership Program, consistent with the terms included in Attachment 1;
2. SSA Group, LLC for the operation and management of the Los Angeles Zoo Special Events Program, consistent with the terms included in Attachment 2;
3. SSA Group, LLC for the operation and management of the Los Angeles Zoo Publications Program, consistent with the terms included in Attachment 3;
4. The Superlative Group, Inc for the operation and management of the Los Angeles Zoo Sponsorship Program, consistent with the terms included in Attachment 4.

Each agreement will have a base term of five years, with an option to extend for two additional five-year terms at the Department's sole discretion. The Membership, Special Events, and Sponsorship Programs will generate revenue for the Zoo. The Publications program will be funded by appropriated funds adopted in the FY 2025-26 Budget, General Fund No. 100, Department 87, Account 3040.

BACKGROUND

The Los Angeles Zoo opened on November 28, 1966 under the management and control of the Department of Recreation and Parks until the Department was established by ordinance on July 1, 1997. The Department is authorized by the City Council to independently operate, manage, maintain, and control all of the Zoo property, and is under the control and management of a General Manager, also known and referred to as the Zoo Director.



An Equal Employment
Opportunity Employer

Located in one of the nations' largest urban parks, Griffith Park, the Los Angeles Zoo has remained a safe, affordable family destination for the Los Angeles community for over 58 years and has served over 86 million visitors since its opening in 1966 with an annual attendance of over 1.5 million. The Zoo is a global conservation leader, a hub for environmental sustainability, a regional gateway to nature, and a welcoming and inclusive place for all. The Zoo is accredited by the Association of Zoos and Aquariums ("AZA") and its 133-acre campus is home to nearly 1,700 animals representing more than 290 different species, of which more than 66 are endangered. In addition, the Zoo's botanical collection comprises several planted gardens and over 800 different plant species with approximately 7,000 individual plants.

Today and into the future, the Zoo is focused on its mission leading the way in saving wildlife and connecting Angelenos to the natural world by providing exemplary animal care, delivering distinct and diverse learning opportunities, and creating unforgettable experiences. In order to meet the Zoo's mission and vision, there must be strategic coordination and cohesion with the Membership, Special Events, Sponsorship, and Publications Programs. Each program has distinct goals, objectives and purposes that support the mission of the Zoo.

Membership Program

The Membership Program is a vital component of the Zoo's overall attendance and contributes to the Zoo's ability to build ongoing support for the its mission and brand. The Zoo's over 1.5 million annual attendance is primarily composed of daytime general admission, night-time ticketed event admission, school groups, and members. Members represent approximately thirty percent of overall attendance. Daily member attendance ranges between approximately a few hundred to a few thousand members.

The annual membership program is comprised of approximately 38,000-member households distributed among Regular Level Members (Individual, Individual Plus, Family, and Family Deluxe) and Patron Circle Levels (Contributing, Wildlife, and Conservation Circle), each with corresponding levels of benefits. Historical annual gross revenue from the membership program ranges from \$5 to \$6 million.

The comprehensive Membership Program includes but is not limited to, maintaining and cultivating new and existing members, facilitating daily onsite member operations and member benefit events and activities, facilitating customer relationship management, and other associated member operations that complement and support the Zoo's overall programs and services, attendance and revenue goals, and allows overall revenue to be maximized. All member programs and rates are established in alignment with the Zoo's overall attendance and revenue goals and approved by the Zoo Director.

The Special Events Program

Special events are developed in coordination with the Zoo's overall marketing program and efforts to achieve annual attendance and revenue goals. Special events may include, but are not limited to, promotional/public events, night-time ticketed events, member events, donor/fundraising events, private events, and employee and other events. The goals of these events are to drive overall attendance and increase diverse attendance to the Zoo; broaden visitor demographics; generate additional revenue; promote the Zoo's brand and mission; add

value to the guest experience for general Zoo visitors; increase the number of Zoo members and cultivate them to renew and increase their gifts; cultivate donors to give, renew, and increase their gifts; cultivate new donors through fundraising events; and enhance organizational culture. All special events aim to be inclusive of all communities and are developed in collaboration with Zoo staff and in alignment with the Zoo's mission. All events and any associated rates and fees are subject to review and approval by the Zoo. Historical annual gross revenue from the special events program ranges from \$3 to \$5 million.

Publications Program

The Publications Program utilizes print and digital publications to build brand and ongoing awareness for the Zoo. Publications may be for both internal and external communities and may include publications such as newsletters, annual reports, strategic plans, and other special or as needed projects that promote or share information about the Zoo and its activities and programs. Operation and management of the program includes drafting, developing, and producing publications. The Program's goals and specific publication schedules are established annually based on the needs and priorities of the Zoo.

Sponsorship Program

The Zoo strives to build new and ongoing sponsorships and partners to support its overall mission. Opportunities for cross promotion and strategic marketing alliances with corporate and other sponsors as well as increasing accessibility and diversifying the Zoo's audience are an important part of building the Zoo's brand and public relations and marketing program in addition to generating additional revenue for the Zoo.

Sponsors, terms, and benefits of sponsorship are subject to the Zoo's review and pre-approval and require written agreements between the sponsor and the program's Contractor, on behalf of the City. Any sponsor values and sponsorship operations must reflect the Zoo's mission and conservation and sustainability values. All sponsorship agreements shall be subject to review by the Zoo prior to execution and complete copies of all executed sponsorship agreements shall be provided to the Zoo. Sponsorship efforts, including programs, projects, and fulfillment of benefits from the Sponsorship Program, will be based on annual priorities established by the Zoo Director.

REQUEST FOR PROPOSALS PROCESS

The Greater Los Angeles Zoo Association ("GLAZA") currently manages and operates the Zoo Membership, Special Events, Sponsorship, and Publications Programs, pursuant to an Interim Agreement that expires on June 30, 2025 (Contract No. C-145438). Consistent with the Department's obligations under the City's Charter and Administrative Code – and to promote fairness, transparency, and to ensure that the City receives services on the best possible terms – the Department released four Requests for Proposals ("RFP"s) on September 10, 2024, seeking qualified contractors to operate and manage each program. In October 2024, GLAZA notified the City that it would be ending its relationship with the Zoo upon expiration of the Interim Agreement, and GLAZA did not submit proposals to any of the RFPs.

The Department received multiple proposals in response to each RFP. After conducting a thorough evaluation of all submitted proposals and interviews with the candidates, the Department selected SSA Group, LLC as the recommended contractor to operate and manage the Membership, Special Events, and Publications Programs. The Department selected The Superlative Group, Inc. as the recommended contractor to operate and manage the Sponsorship Program.

Upon completion of the selection process, the Department began contract negotiations with SSA Group, Inc. and The Superlative Group, Inc. The negotiated terms of each agreement are attached to this report as Attachments 1 through 4.

SELECTED CONTRACTOR INFORMATION

Membership, Special Events, and Publications Programs: SSA Group, LLC

SSA Group, LLC is headquartered in Denver, CO and has over 35 years of experience with over 88 institutions nationwide in a variety of capacities from integrated dining and retail services, admission and membership services to operating mission-based special events including extensive experience in planning, management, coordination, catering, customer service, box office management, on-site staffing, and implementation of all types of events.

SSA Group, LLC has current partnerships for the delivery of admissions and memberships programs with nine (9) California institutions including the Sacramento Zoo, San Francisco Zoo, Oakland Zoo, Monterey Bay Aquarium, Fresno's Chaffee Zoo, Pretend City Children's Museum, the USS Midway Museum and previous experience with San Diego Zoo, Aquarium of the Pacific, Discovery Cube, Universal, Disneyland, Legoland and others. They have extensive experience and a robust in-house technical support staff with expertise in operating platforms, integration, and data analytics to sufficiently manage and operate a membership program based on the Zoo's goals and objectives. Their proposed systems have the capability of integrating with existing Zoo systems.

Since 1997, SSA Group, LLC has served as the culinary and retail services partner of the Los Angeles Zoo. Through this partnership, they have gained related experience in the production and execution of special events programs at the Zoo. The ability to integrate the concessions and catering options with the special events program also creates efficiencies and economies of service that can better optimize overall revenue generation. Their familiarity and understanding of the Zoo mission, industry, and audience and the ability to leverage data analytics and utilize customer relationship management tools provides additional opportunities to develop and create optimal event strategies.

SSA Group, LLC has led publication strategies in various media forms for its internal operations as well as within its operations at other AZA-accredited partner institutions with similar mission-based programs for decades. They are also a frequent contributor to AZA related forums and events as well as other industry publications and communications. Their experience and involvement with similar audiences and partners make it a qualified and mission aligned partner with the Zoo.

Sponsorship Program: The Superlative Group, Inc

The Superlative Group, Inc was founded in 1994 and is headquartered in Cleveland, OH. It is experienced in the valuation and sale of naming rights and corporate sponsorships in the private and public arena. Its team of 20 employees comprised of sales executives, valuation analysts, attorneys and accountants are seasoned in the sponsorship process from marketing, stakeholder engagement, industry research and valuation to negotiating, closing, and stewarding partnerships. It has delivered over \$3.5 billion in naming rights, sponsorship and premium seating revenue for its clients.

Notable clients for naming rights and sponsorship similar in scope and breadth are the Roger Williams Park Zoo in Rhode Island, the Columbus Zoo and Aquarium in Ohio, the Sacramento Zoo, and the Zoological Society of London. The Superlative Group, Inc has partnered with the City of Sacramento, City of Irvine, City of Palmdale, Los Angeles County Metropolitan Transportation Authority, San Diego Symphony, Placer Valley Tourism, California State University System, UC Irvine Health, Long Beach State University, San Diego County, and a host of other entities for sponsorship maximization. Their experience with both similar mission-based as well as government run organizations give them a well-rounded understanding of the industry as well as the Zoo's goals and constraints.

The Superlative Group, Inc demonstrates an understanding of the Zoo's mission, potential for sponsorship revenue and is committed to fostering a strong partnership to enhance the Zoo's goals and mission.

RECOMMENDATIONS FOR COUNCIL ACTION:

The Department respectfully requests that the City Council:

1. Approve an agreement between the City of Los Angeles, by and through the Department, and SSA Group, LLC for the operation and management of the Los Angeles Zoo Membership Program, consistent with the terms included in Attachment 1 to this report, subject to approval by the City Attorney as to form;
2. Approve an agreement between the City of Los Angeles, by and through the Department, and SSA Group, LLC for the operation and management of the Los Angeles Zoo Special Events Program, consistent with the terms included in Attachment 2, subject to approval by the City Attorney as to form;
3. Approve an agreement between the City of Los Angeles, by and through the Department, and SSA Group, LLC for the operation and management of the Los Angeles Zoo Publications Program, consistent with the terms included in Attachment 3, subject to approval by the City Attorney as to form;
4. Approve an agreement between the City of Los Angeles, by and through the Department, and The Superlative Group, Inc for the operation and management of the Los Angeles Zoo Sponsorship Program, consistent with the terms included in Attachment 4, subject to approval by the City Attorney as to form;

5. Authorize the Department to deposit revenue generated from the Membership, Special Events, and Sponsorship Programs into the Zoo Enterprise Trust Fund (Fund 40E); and
6. Authorize the Department to prepare Controller's Instructions for any technical adjustments consistent with the Mayor and Council action on this matter, subject to the approval of the City Administrative Officer, and authorize and instruct the Controller to implement the instructions.

FISCAL IMPACT STATEMENT

Approved funding in the amount of \$350,000 is available in the Zoo Department's Fiscal Year 2025-26 Budget, Fund No. 100/87, Account No. 003040 Contractual Services to fund services for the operations and management of the Publications Program by SSA Group, LLC through the end of the Fiscal Year. There is no additional impact to the General Fund.


The Membership, Special Events and Sponsorship Programs are funded by revenue generated by the respective programs. There is no fiscal impact to the General Fund.

Prepared by:



Mei Kwan
Assistant General Manager

Approved by:



Denise M. Verret
Chief Executive Officer & Zoo Director

cc: Jacqueline Hamilton, Deputy Mayor of Neighborhood Services
Maria Gutierrez, Office of the City Administrative Officer
Daniela Cuevas, Office of the City Administrative Officer
Steve Houchin, Office of the City Attorney

DMV:MK

Attachment 1: Term Sheet for the Membership Program
Attachment 2: Term Sheet for the Special Events Program
Attachment 3: Term Sheet for the Publications Program
Attachment 4: Term Sheet for the Sponsorship Program

TERM SHEET
OPERATION AND MANAGEMENT OF ZOO MEMBERSHIP PROGRAM

1. CONTRACTOR	SSA Group, LLC
2. SUMMARY	Contract with City of Los Angeles, acting by and through the Department of the Zoo ("Zoo" or "City"), for operation and management of the Zoo Membership Program ("Program").
3. TIME OF PERFORMANCE, DURATION, AND TRANSITION OF SERVICES	<p>Contract Term. The term of the Contract shall be five (5) years, with an option to extend for two additional five-year terms at the Zoo's sole discretion, for a total not to exceed fifteen (15) years.</p> <p>Transition of Services. The anticipated start date of the Contract shall be June 1, 2025, commencing with a transition of services period of no longer than 30 calendar days, from and in coordination with the Greater Los Angeles Zoo Association, the contractor that currently manages the Program. This shall include, but not be limited to, determining best strategies for ensuring continuity of membership services to the Zoo and its guests, members, donors, sponsors, volunteers, and other stakeholders, and managing the transition and facilitation of existing commitments that were in place upon the effective date of the Contract. Contractor shall also be required to implement a strategy for retaining staffing from the current Contractor in accordance with the City's worker retention ordinance.</p> <p>Program Management Start Date. Contractor shall begin full-time management of the Program no later than July 1, 2025.</p>
4. RESPONSIBILITIES	<p>Contractor will operate and manage a comprehensive Program that assumes, continues, and improves upon the Zoo's existing membership program; maintains and cultivates new and existing members; facilitates daily onsite member operations and member benefit events and activities; facilitates customer service management; and provides other associated operations that support the Zoo's overall mission and goals. The Contractor's responsibilities shall include, but not be limited to:</p> <ol style="list-style-type: none"> 1. Development and management of a comprehensive Program that works in conjunction with the Zoo's overall attendance and revenue goals. 2. Annual review, development, and recommendations on a Program pricing model in coordination with the Zoo that considers pricing recoup factors, industry benchmarks, and other relevant data and research. 3. Annual review and assessment of the Program in coordination with the Zoo to set and evaluate metrics, outcomes, and pricing and benefits structures.

	<ol style="list-style-type: none"> 4. Development and management of an upper-level membership as part of the overall Program, which facilitates cultivation of future donors to the Zoo. 5. Onsite management, including all necessary staff, equipment, materials, and supplies, to facilitate member access into the Zoo, membership sales, and member customer service and relationship management. Onsite operations shall be consistent with the Zoo's operating hours and Program needs. Member relationship management shall include in-person, phone, email, U.S. mail, and other digital communication. 6. Providing and maintaining appropriate uniforms for onsite staff interfacing with the Zoo visitors which are consistent and complementary to the Zoo's brand and in coordination with the Zoo. 7. Facilitating the collection of membership revenue on behalf of the Zoo via all sales channels and ensuring proper accounting of all funds collected. All documents, books, and accounting records shall be open for inspection at any reasonable time during the term of the Contract to ensure full transparency and accountability. 8. Coordination and execution of member events, member appeals and renewals, direct mail campaigns, telemarketing program, fulfillment of benefits and recognition program in coordination with the Zoo. This includes but is not limited to the procurement and distribution of member benefits, special events, bonus tickets for various membership levels, giveaways and promotional items, and other benefits at various member benefit levels. 9. Maintenance of a membership management system platform and corresponding member database that is shared with and owned by the Zoo. The Contractor will share all member information collected by the Contractor with the Zoo, including names, contact information, and other associated data for current, renewing, and former members. All member databases shall be the property of the Zoo. The Contractor shall ensure that any of its privacy policies inform members that their information will be shared with the City of Los Angeles. 10. Providing a monthly electronic spreadsheet to the Zoo containing all data collected from new and renewing members. 11. Conducting and reporting on member surveys and preparing regular and ad hoc reports on member data, satisfaction, and demographics. 12. Providing the Zoo with quarterly reports on all performance metrics including an explanation of any deviations from expectations and plans to achieve these targets by the end of the fiscal year. 13. Soliciting membership in the Program such that it aligns with the Zoo's goals for the Program and any other Zoo sales programs.
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	<div>14. As-needed sales of general admissions tickets at the membership booth as a convenience for guests of members. These sales will be coordinated with the Zoo and will be reimbursed to the Zoo with a 10% discount provided to Contractor.</div> <div>15. Providing the Zoo with a mobile app platform, available for download and use by Zoo members and general admission guests, that will feature wayfinding, ticket management, push messaging, and other functions, subject to approval of the Zoo. Contractor will procure any necessary license for use of the mobile app platform annually, at no cost to the City.</div>																								
<div>5. MEMBERSHIP FEES AND BENEFITS</div>	<div>Contractor shall offer and sell annual Zoo memberships with the following initial categories, annual rates, and benefits:</div> <table><tr><th>Category</th><th>Rate</th><th>Benefits</th></tr><tr><td>Individual</td><td>\$60</td><td>1 card; daytime admission for 1 named adult.</td></tr><tr><td>Individual Plus</td><td>\$90</td><td>1 card; daytime admission for 2 named adults</td></tr><tr><td>Family</td><td>\$150</td><td>2 cards; daytime admission for 2 named adults + own children or grandchildren (ages 2-17).</td></tr><tr><td>Family Deluxe</td><td>\$190</td><td>3 cards; daytime admission for 3 named adults + own children or grandchildren (ages 2-17); 2 one-day guest passes;</td></tr><tr><td>Contributing Circle</td><td>\$300</td><td>3 cards; daytime admission for 3 named adults + own children or grandchildren (ages 2-17). 1 additional guest per visit; 4 one-day guest passes-</td></tr><tr><td>Wildlife Circle</td><td>\$500</td><td>3 cards; admission for 3 named adults + own children or grandchildren (ages 2-17). 2 additional guests per visit; free ADOPT an animal kit</td></tr><tr><td>Conservation Circle</td><td>\$1,000</td><td>3 cards; admission for 3 named adults+ own children or grandchildren (ages 2-17). 3 additional guests per visit; 1 private, docent-led cart tour of the Zoo for up to 6 guests. (All benefits listed under Wildlife Circle plus Private docent-led cart tour of the Zoo for up to 6 guests.</td></tr></table> <div>Amendments to Membership Rates and Benefits. The Zoo may exercise the right to make changes to membership rates or benefits in accordance with its operating needs and/or to maximize Zoo attendance and revenue. Contractor may make recommended changes to membership rates and benefits that are consistent with the Zoo's goals and support the performance metrics. All changes are subject to approval by the Zoo.</div>	Category	Rate	Benefits	Individual	\$60	1 card; daytime admission for 1 named adult.	Individual Plus	\$90	1 card; daytime admission for 2 named adults	Family	\$150	2 cards; daytime admission for 2 named adults + own children or grandchildren (ages 2-17).	Family Deluxe	\$190	3 cards; daytime admission for 3 named adults + own children or grandchildren (ages 2-17); 2 one-day guest passes;	Contributing Circle	\$300	3 cards; daytime admission for 3 named adults + own children or grandchildren (ages 2-17). 1 additional guest per visit; 4 one-day guest passes-	Wildlife Circle	\$500	3 cards; admission for 3 named adults + own children or grandchildren (ages 2-17). 2 additional guests per visit; free ADOPT an animal kit	Conservation Circle	\$1,000	3 cards; admission for 3 named adults+ own children or grandchildren (ages 2-17). 3 additional guests per visit; 1 private, docent-led cart tour of the Zoo for up to 6 guests. (All benefits listed under Wildlife Circle plus Private docent-led cart tour of the Zoo for up to 6 guests.
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<div>6. STAFFING</div>	<div>Contractor staff shall be present onsite at the Los Angeles Zoo in a number and frequency to adequately perform and manage the services required under the Contract. Onsite staffing shall consist of:</div> <div><div></div><div><div>• Director of Membership</div><div>• Membership Accountant</div><div>• Membership Manager</div><div>• Membership Operations Staff</div></div></div>																								

	Contractor changes to staffing shall be communicated to and negotiated with the Zoo in advance with final approval by the Zoo.										
7. COMPENSATION	<p>Contractor shall collect all membership fees on behalf of the Zoo and make monthly payments to the Zoo based on the following percentages of monthly gross revenue:</p> <table border="1"> <thead> <tr> <th>Gross Revenue</th><th>Payment % to the Zoo</th></tr> </thead> <tbody> <tr> <td>Membership Fees</td><td></td></tr> <tr> <td>From \$0 up to \$5,000,000 annually</td><td>60%</td></tr> <tr> <td>In excess of \$5,000,000 annually</td><td>40%</td></tr> <tr> <td>General Admission Ticket Sales</td><td>90% of full face value</td></tr> </tbody> </table> <p>Contractor's overhead and direct costs shall be at Contractor's own expense and not deducted from any payments owed to the Zoo, nor deducted from gross revenue before payment of the Zoo's portion is made.</p> <p>During the first year of the Contract, Contractor will remit a one-time payment of two hundred thousand dollars (\$200,000) to the Zoo in addition to the Zoo's share of gross membership revenue.</p> <p>Contractor shall invest \$250,000 in hardware and software solutions to migrate from the existing ACME point-of-sale system to the newest version of Gateway/Galaxy point-of-sale hardware, software, scanning and Customer Relationship Management (CRM) solution. This will include any necessary improvements to the membership booth and potential scanning locations at the entry to support the implementation and operation. Any and all items purchased in the performance of the Contract shall become the sole property of the City.</p>	Gross Revenue	Payment % to the Zoo	Membership Fees		From \$0 up to \$5,000,000 annually	60%	In excess of \$5,000,000 annually	40%	General Admission Ticket Sales	90% of full face value
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8. GOALS AND PERFORMANCE METRICS	<p>The Zoo and Contractor will establish annual goals and performance metrics for the Program based on priorities set by the Zoo. The Contractor will provide the Zoo with monthly comparisons of target goals versus actual results.</p> <p>The timeliness of mailings and other outreach, as well as the actual response versus the projected response, will be used to measure the performance for each of the applicable membership plans. A timeline for each effort and its results will be reviewed on an ongoing basis by the Zoo and Contractor.</p> <p>Metrics will be considered by the Zoo when determining whether to execute term extension options. Examples of Program metrics include but may not be limited to specific performance goals and/or periodic performance reports such as:</p> <ol style="list-style-type: none"> 1. Total membership revenue provided to the Zoo 2. Total number of new and renewed memberships 3. Total number of individuals within membership tiers 4. Market saturation of membership individuals 5. Success rate of membership solicitation campaigns 6. Member satisfaction survey results 										

	The Zoo and the Contractor will meet on a regular basis to review the Program finances.
9. AD HOC COMMITTEES	The Zoo may form ad hoc committees, composed of Zoo and Contractor staff, to review, coordinate, and enhance Program services.
10. OFFICE SPACE	<p>The Zoo shall provide the Contractor with physical office space at no cost for its use, including parking and basic utilities and maintenance, but not including other ancillary utilities such as telephone and internet services. The availability and size of this space will be dependent on the outcome of pending contract negotiations for other Zoo support services, and the date in which the current contractor (GLAZA) moves out of the administrative space.</p> <p>Upon termination of the Contract, Contractor shall quit and surrender possession of Zoo premises to the City in as good and usable condition subject to normal wear and tear. Any improvements to Zoo property owned by Contractor which have been constructed or erected on the Zoo premises shall upon termination of this Agreement become the property of the City.</p>
11. AVAILABLE FUNDING	The Zoo, in entering into the Contract with the selected Contractor, guarantees no minimum amount of business, revenue, or compensation. The Contract shall be subject to funding availability and to early termination by the Zoo, as provided in the Standard Provisions for City Contracts.
12. ACCOUNTING AND FISCAL RESPONSIBILITIES	<p>Contractor will be authorized to collect membership revenue on behalf of the Zoo and obligated to transfer revenue to the Zoo on a periodic basis, as described herein. In collecting and managing funds on behalf of the City, Contractor shall act as the City's fiduciary and fiscal agent and ensure proper accounting for all funds collected, including any interest earned. Contractor shall maintain a method of accounting in compliance with generally accepted accounting principles. All documents, books, and accounting records shall be open to inspection by the City at any reasonable time.</p> <p>Contractor agrees to reasonable oversight by the City of its performance under the Contract to ensure transparency and accountability.</p>
13. CITY'S INTELLECTUAL PROPERTY	The names "Los Angeles Zoo and Botanical Gardens" and "Los Angeles Zoo," and the logo of the Los Angeles Zoo, are trademarks of the City of Los Angeles. The City will grant Contractor a limited, non-exclusive license to use these trademarks for the purposes of performing the services under the Contract. Any other use of the trademarks will be prohibited, unless pre-approved by the Zoo.

**14. INCORPORATION
OF CITY'S
STANDARD
CONTRACTING
PROVISIONS**

The most current version of the City's Standard Provisions for City Contracts will be incorporated into the Contract. The current version is the Standard Provisions City Contracts (Rev. 1/25 [v.2]).

**TERM SHEET
OPERATION AND MANAGEMENT OF ZOO SPECIAL EVENTS PROGRAM**

1. CONTRACTOR	SSA Group, LLC
2. SUMMARY	Contract with City of Los Angeles, acting by and through the Department of the Zoo ("Zoo" or "City"), for operation and management of the Zoo Special Events Program ("Program").
3. TIME OF PERFORMANCE, DURATION, AND TRANSITION OF SERVICES	<p>Contract Term. The term of the Contract shall be five (5) years, with an option to extend for two additional five-year terms at the Zoo's sole discretion, for a total not to exceed fifteen (15) years.</p> <p>Transition of Services. The anticipated start date of the Contract shall be June 1, 2025, commencing with a transition of services period of no longer than 30 calendar days, from and in coordination with the Greater Los Angeles Zoo Association ("GLAZA"), the contractor that currently manages the Program. This shall include, but not be limited to, determining best strategies for ensuring continuity of special events services to the Zoo and its guests, members, donors, sponsors, volunteers, and other stakeholders, and managing the transition and facilitation of existing commitments that were in place upon the effective date of the Contract. Contractor shall also be required to implement a strategy for retaining staffing from the current Contractor in accordance with the City's worker retention ordinance.</p> <p>Program Management Start Date. Contractor shall begin full-time management of the Program no later than July 1, 2025.</p>
4. RESPONSIBILITIES	<p>Contractor will operate and manage a comprehensive Program that assumes, continues, and improves upon the Zoo's existing special events program; maintains and cultivates new attendance and revenue opportunities and enhanced guest experiences; facilitates the planning, development, production, execution, and sales for the Program; and provides other associated special events operations that support the Zoo's overall mission and goals. The Contractor's responsibilities shall include, but not be limited to:</p> <ol style="list-style-type: none"> 1. Managing, operating, and staffing a comprehensive Program that works in conjunction with the Zoo's overall attendance, revenue, and guest experience goals. 2. Coordinating all Zoo special events, including, but not limited to promotional/public events, community events, Nighttime Ticketed Events ("NTTE"), employee events, private events and site rentals, member events, and donor events. Such events may include historically produced events as well as new or revamped events.

	<ol style="list-style-type: none"> 3. Collaborating with the Zoo on the scheduling, planning, execution, and analysis of special events including the development of an annual calendar of events and programming that aligns with the Zoo's mission and supports the achievement of the Zoo's attendance, revenue, inclusion and accessibility goals, as well as complies with the Zoo's animal welfare considerations and works in coordination with other Zoo priorities and programs. 4. Acquiring and managing a ticketing platform to support ticket sales for NTTE or other events as needed. All ticket buyer information and data acquired as part of the management of the Special Events program shall be shared with the Zoo. All ticket buyer and related databases shall be property of the Zoo. Contractor shall ensure that any related privacy policies will inform ticket purchasers that such information will be shared with the Zoo. 5. Coordinating and managing all aspects of ticketing for Special Events as applicable including ticket sales, customer service and communications, box office and event staffing, and collection of revenue. 6. Facilitating the collection of event revenue on behalf of the Zoo via all sales channels and ensuring proper accounting of all funds collected. 7. Developing and managing a private events and site rentals program that promotes revenue generation through the booking of the Zoo's available sites and facilities for private individual and corporate events, subject to the approval of the Zoo. 8. Contractor shall coordinate with the Zoo to establish any associated fees for special events. All fees shall be subject to the Zoo's approval. 9. Coordinating with the Zoo's concessionaire for all food and catering concessions subject to the existing terms of the City's Concessions agreement. 10. Coordinating with Zoo staff on event production and logistics and use of the Zoo facility, staff, and equipment to ensure proper execution and address any animal wellbeing concerns that may be impacted by any events. 11. Providing equipment (such as, but not limited to: heaters, chairs, tables, tents, lighting, linens, etc.) needed as appropriate to special events and site rentals. Additional equipment needed in support of specific events or to refresh inventory shall be secured by the Contractor at a reasonable cost. All equipment and materials purchased by the Contractor and applied as a programmatic expense shall be property of the Zoo. 12. Advertising, marketing, and promotion of all special events in coordination with the Zoo as deemed appropriate and necessary by the Zoo.
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	<p>13. Conducting event, visitor, and client satisfaction surveys.</p> <p>14. Obtaining all necessary City, County, and other applicable permits required for the production and execution of events including, but not limited to, health, fire, and building permits.</p> <p>15. Providing the Zoo with quarterly reports on all performance metrics including an explanation of any deviations from expectations and plans to achieve these targets by the end of the fiscal year.</p>												
5. STAFFING	<p>Contractor staff shall be present onsite at the Los Angeles Zoo in a number and frequency to adequately perform and manage the services required under the Contract. Such staffing shall be confirmed and agreed upon prior to the commencement of work. Contractor changes to staffing shall be communicated to and negotiated with the Zoo in advance with final approval by the Zoo.</p> <p>Onsite Staffing shall consist of:</p> <ul style="list-style-type: none"> • Director of Special Events • Public Ticketed Events Manager • Private Events Manager • Special Events Staff (as needed per event) 												
6. FINANCIAL TERMS AND CONDITIONS	<p>Contractor shall collect all special event revenue on behalf of the Zoo and make monthly payments to the Zoo based on the following percentages of monthly gross revenue, less sales taxes and credit card processing fees:</p> <table border="1"> <thead> <tr> <th>Gross Revenue</th><th>Payment % to the Zoo</th></tr> </thead> <tbody> <tr> <td>Night-time Ticketed Events</td><td></td></tr> <tr> <td>From \$0 up to \$3,000,000 annually</td><td>25%</td></tr> <tr> <td>In excess of \$3,000,000 annually</td><td>20%</td></tr> <tr> <td>All Site Rentals</td><td>15%</td></tr> <tr> <td>General Admission Tickets</td><td>90% of full face value</td></tr> </tbody> </table> <p>The Zoo may provide in-kind or fee-based services through its staffing, equipment, supplies, or certain facility use to support Special Events. Contractor shall be required to utilize these fee-based services, which may include services from Zoo staff such as custodians, electricians, plumbers, animal keepers, and other security, trade, or guest services personnel. Other fee-based services from other City Departments such as the Los Angeles Police Department ("LAPD") and the Department of Transportation ("DOT") may also be required.</p> <p>Contractor's overhead and direct costs shall be at Contractor's own expense and not deducted from any payments owed to the Zoo nor deducted from gross revenue before payment of the Zoo's portion is made.</p>	Gross Revenue	Payment % to the Zoo	Night-time Ticketed Events		From \$0 up to \$3,000,000 annually	25%	In excess of \$3,000,000 annually	20%	All Site Rentals	15%	General Admission Tickets	90% of full face value
Gross Revenue	Payment % to the Zoo												
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From \$0 up to \$3,000,000 annually	25%												
In excess of \$3,000,000 annually	20%												
All Site Rentals	15%												
General Admission Tickets	90% of full face value												

7. GOALS AND PERFORMANCE METRICS	<p>The Zoo and Contractor will establish annual goals and performance metrics for the Special Events Program based on priorities set by the Zoo. The Contractor will provide the Zoo with monthly comparisons of target goals versus actual results.</p> <p>Metrics will be considered by the Zoo when determining whether to execute term extension options. Examples of Special Events Program metrics include but may not be limited to specific performance goals and/or periodic performance reports such as:</p> <ol style="list-style-type: none"> 1. Number and type of special events 2. Event attendance compared to budgeted projections 3. NTTE revenue 4. Private event site rental revenue 5. Private event catering revenue 6. Event satisfaction survey results 7. Visitor/client satisfaction survey results 8. Annual Revenue Projections and Monthly Financial Reports, including explanations for deviations from the projections.
8. AD HOC COMMITTEES	<p>The Zoo may form ad hoc committees, composed of Zoo and Contractor staff, to review, coordinate, and enhance Program services.</p>
9. OFFICE SPACE	<p>The Zoo shall provide the Contractor with physical office space at no cost for its use, including parking and basic utilities and maintenance, but not including other ancillary utilities such as telephone and internet services. The availability and size of this space will be dependent on the outcome of pending contract negotiations for other Zoo support services, and the date in which the current contractor (GLAZA) moves out of the administrative space.</p> <p>Upon termination of the Contract, Contractor shall quit and surrender possession of Zoo premises to the City in as good and usable condition subject to normal wear and tear. Any improvements to Zoo property owned by Contractor which have been constructed or erected on the Zoo premises shall upon termination of this Agreement become the property of the City.</p>
10. AVAILABLE FUNDING	<p>The Zoo, in entering into the Contract with the selected Contractor, guarantees no minimum amount of business, revenue or compensation. The Contract shall be subject to funding availability and to early termination by the Zoo, as provided in the Standard Provisions for City Contracts.</p>
11. ACCOUNTING AND FISCAL RESPONSIBILITIES	<p>Contractor will be authorized to collect NTTE, site rental revenue, and any other revenue generated from special events, on behalf of the Zoo, and will be obligated to transfer the revenue to the Zoo on a periodic basis, as described herein. In collecting and managing funds on behalf of the City, Contractor shall act as the City's fiduciary and fiscal agent and ensure proper accounting for all funds collected, including any interest earned. Contractor shall maintain a method of accounting in compliance with generally accepted accounting</p>

	<p>principles. All documents, books, and accounting records shall be open to inspection by the City at any reasonable time.</p> <p>Contractor agrees to reasonable oversight by the City of its performance under the Contract to ensure transparency and accountability.</p>
12. CITY'S INTELLECTUAL PROPERTY	<p>The names "Los Angeles Zoo and Botanical Gardens" and "Los Angeles Zoo," and the logo of the Los Angeles Zoo, are trademarks of the City of Los Angeles. The City will grant Contractor a limited, non-exclusive license to use these trademarks for the purposes of performing the services under the Contract. Any other use of the trademarks will be prohibited, unless pre-approved by the Zoo.</p>
13. INCORPORATION OF CITY'S STANDARD CONTRACTING PROVISIONS	<p>The most current version of the City's Standard Provisions for City Contracts will be incorporated into the Contract. The current version is the Standard Provisions City Contracts (Rev. 1/25 [v.2]).</p>

**TERM SHEET
OPERATION AND MANAGEMENT OF ZOO PUBLICATIONS PROGRAM**

1. CONTRACTOR	SSA Group, LLC
2. SUMMARY	Contract with City of Los Angeles, acting by and through the Department of the Zoo ("Zoo" or "City"), for management and operation of the Zoo Publications Program ("Program").
3. TIME OF PERFORMANCE, DURATION, AND TRANSITION OF SERVICES	<p>Contract Term. The term of the Contract shall be five (5) years, with an option to extend for two additional five-year terms at the Zoo's sole discretion, for a total not to exceed fifteen (15) years.</p> <p>Transition of Services. The anticipated start date of the Contract shall be June 1, 2025, commencing with a transition of services period of no longer than 30 calendar days, from and in coordination with the Greater Los Angeles Zoo Association, the contractor that currently manages the Program. This shall include, but not be limited to, determining best strategies for ensuring continuity of publications services to the Zoo and its guests, members, donors, sponsors, volunteers, and other stakeholders, and managing the transition and facilitation of existing commitments that were in place upon the effective date of the Contract. Contractor shall also be required to implement a strategy for retaining staffing from the current Contractor in accordance with the City's worker retention ordinance.</p> <p>Publications Program Management Start Date. Contractor shall begin full-time management of the Program no later than July 1, 2025.</p>
4. RESPONSIBILITIES	<p>Contractor will operate a comprehensive Program that assumes, continues, and improves upon the existing publications program and operations, and will develop and implement new communication and distribution methods that support the Zoo's overall mission and goals. The Contractor's responsibilities shall include, but not be limited to:</p> <ol style="list-style-type: none"> 1. Managing the development and execution of editorial calendars for the Zoo's periodical publications in conjunction and collaboration with the Zoo Editorial Committee. 2. Convening regular meetings of the Editorial Committee to review, plan, and develop content ideas. 3. Managing the entire development and publication process from concept to distribution including research, writing, editing and layout of features, articles, and all included content for the Zoo's periodical publications in coordination with the Zoo's Communications Division. 4. Provide as-needed photography and videography services and coordinate with the Zoo's Communications Division on collection, production, editing and use of photo and video content to be included in

	<p>the Zoo's publications and ensure all visual assets comply with the mission, brand, and reflect the desired messaging of the Zoo.</p> <ol style="list-style-type: none"> 5. Providing and uploading digital media to the Zoo's repository. 6. Coordinate with the Zoo's Communications Division to create style guides and design templates for all publications that are aligned with the Zoo's mission and brand. 7. Seeking input and review of all content by the appropriate Zoo staff and/or as directed. 8. Incorporating suggestions and edits to content as provided by Zoo staff and following content approval protocols as directed. 9. Adhering to all Zoo safety, security, animal wellbeing, and access protocols when researching and developing content for all Zoo publications. 10. Appropriate use of Zoo messaging and adherence to the brand and mission of the Zoo. 11. Coordinating with necessary subcontractors to facilitate production and distribution of publications including but not limited to graphic design, photography, videography, and mail and digital services. 12. Coordinating optimized distribution streams in collaboration and as directed and needed by the Zoo. 13. Other scheduled or ad hoc assignments related to the publications program, guest communication, and dissemination of information.
5. DELIVERABLES	<p>Annual publications shall include, but not be limited to:</p> <ul style="list-style-type: none"> • Zoo View Magazine (print Zoo member magazine); Quarterly; 40,000 by mail • Zooscape (digital Zoo member newsletter); Six per year; email distribution • Gnus (employee newsletter); twice monthly; email distribution • Other publications as needed/requested that may include but not be limited to: annual reports, strategic plan documents, etc. <p>The frequency and distribution levels may change based on the Zoo's goals, priorities, operational needs, and funding. The Zoo may request periodic or as-needed evaluations or assessments of the publications via surveys or other communications to determine the success or necessary changes to meet the goals and metrics of the Program.</p>
6. STAFFING	<p>Contractor staff shall be present on-site at the Los Angeles Zoo in a number and frequency to adequately perform and manage the services required under the</p>

	<p>Contract. Such staffing shall be confirmed and agreed upon prior to the commencement of work.</p> <p>On-site staffing shall consist of:</p> <ul style="list-style-type: none"> • Director of Publications (Editor) <p>Contractor changes to staffing shall be communicated to the Zoo in advance with final approval by the Zoo.</p> <p>Additional staffing or services as necessitated on an as-needed basis may also be required and shall be agreed upon by mutual agreement of the parties to meet the terms of the Contract. This may include, but not be limited to, photography, videography, and other as needed services to support development and production for the Program.</p>						
<p>7. FINANCIAL TERMS AND CONDITIONS</p>	<p>Total annual compensation for the performance of the services and provision of deliverables outlined in the Agreement shall not exceed a total of \$350,000.</p> <table border="1" data-bbox="492 819 1495 957"> <thead> <tr> <th>Compensation</th><th>Payable to Contractor</th></tr> </thead> <tbody> <tr> <td>Flat Fee, annually payable in 12 equal monthly installments</td><td>\$60,000</td></tr> <tr> <td>Annual reimbursable direct expenses</td><td>Maximum of \$290,000</td></tr> </tbody> </table> <p>Reimbursable expenses shall be at Contractor's direct cost with no markup and may include salaries, materials, and other expenses in direct support of the services outlined in the Contract. Documentation for reimbursable expenses including but not limited to payroll records, timesheets, receipts and other documentation supporting the actual costs must be provided with each invoice.</p> <p>Contractor shall present an annual and per-project budget to the Zoo for review and pre-approval.</p> <p>Contractor shall invoice the Zoo monthly for any reimbursable expenses. Invoices shall be on Contractor's letterhead and clearly identify:</p> <ul style="list-style-type: none"> • Contractor's Name • Contractor's Address • Remittance Address • Contract Number • City of Los Angeles Business Tax Registration Number • Services Rendered including Deliverables • Date of Invoice and Period Covered • Detailed description of the services performed • Backup documentation to substantiate invoice amount(s) 	Compensation	Payable to Contractor	Flat Fee, annually payable in 12 equal monthly installments	\$60,000	Annual reimbursable direct expenses	Maximum of \$290,000
Compensation	Payable to Contractor						
Flat Fee, annually payable in 12 equal monthly installments	\$60,000						
Annual reimbursable direct expenses	Maximum of \$290,000						
<p>8. GOALS AND PERFORMANCE METRICS</p>	<p>The Zoo and Contractor will establish annual goals and performance metrics for the Publications Program based on priorities set by the Zoo Director. The Contractor will provide the Zoo with monthly comparisons of target goals versus actual results.</p>						

	<p>Metrics will be considered by the Zoo when determining whether to execute term extension options. Examples of Program metrics include but may not be limited to specific performance goals and/or periodic performance reports such as:</p> <ol style="list-style-type: none"> 1. Adherence to the publication schedule 2. Quality of developed content against desired outcomes 3. Open rate metrics for digital publications
9. AD HOC COMMITTEES	<p>The Zoo may form ad hoc committees, composed of Zoo and Contractor staff, to review, coordinate, and enhance Program services.</p>
10. OFFICE SPACE	<p>The Zoo shall provide the Contractor with physical office space at no cost for its use, including parking and basic utilities and maintenance, but not including other ancillary utilities such as telephone and internet services. The availability and size of this space will be dependent on the outcome of pending contract negotiations for other Zoo support services, and the date in which the current contractor (GLAZA) moves out of the administrative space.</p> <p>Upon termination of the Contract, Contractor shall quit and surrender possession of Zoo premises to the City in as good and usable condition subject to normal wear and tear. Any improvements to Zoo property owned by Contractor which have been constructed or erected on the Zoo premises shall upon termination of this Agreement become the property of the City.</p>
11. AVAILABLE FUNDING	<p>The Zoo, in entering into the Contract with the selected Contractor, guarantees no minimum amount of business, revenue or compensation. The Contract shall be subject to funding availability and to early termination by the Zoo, as provided in the Standard Provisions for City Contracts.</p>
12. ACCOUNTING AND FISCAL RESPONSIBILITIES	<p>Contractor shall make reasonable efforts to ensure that the Zoo receives the best rate and terms for the direct costs of the Program. All documents, books, and accounting records associated with the direct expenses for the Program shall be open to inspection by the City at any reasonable time.</p> <p>Contractor agrees to reasonable oversight by the City of its performance under the Contract to ensure transparency and accountability.</p>
13. CITY'S INTELLECTUAL PROPERTY	<p>The names "Los Angeles Zoo and Botanical Gardens" and "Los Angeles Zoo," and the logo of the Los Angeles Zoo, are trademarks of the City of Los Angeles. The City will grant Contractor a limited, non-exclusive license to use these trademarks for the purposes of performing the services under the Contract. Any other use of the trademarks will be prohibited, unless pre-approved by the Zoo.</p>

**14. INCORPORATION
OF CITY'S STANDARD
CONTRACTING
PROVISIONS**

The most current version of the City's Standard Provisions for City Contracts will be incorporated into the Contract. The current version is the Standard Provisions City Contracts (Rev. 1/25 [v.2]).

**TERM SHEET
OPERATION AND MANAGEMENT OF ZOO SPONSORSHIP PROGRAM**

1. CONTRACTOR	The Superlative Group, Inc.
2. SUMMARY	Contract with City of Los Angeles, acting by and through the Department of the Zoo ("Zoo" or "City"), for operation and management of the Zoo Sponsorship Program ("Program").
3. TIME OF PERFORMANCE, DURATION, AND TRANSITION OF SERVICES	<p>Contract Term. The term of the Contract shall be five (5) years, with an option to extend for two additional five-year terms at the Zoo's sole discretion, for a total not to exceed fifteen (15) years.</p> <p>Transition of Services. The anticipated start date of the Contract shall be June 1, 2025, commencing with a transition of services period of no longer than 30 calendar days, from and in coordination with the Greater Los Angeles Zoo Association ("GLAZA"), the current contractor. This shall include, but not be limited to, determining best strategies for ensuring continuity of sponsorship services to the Zoo and its guests, members, donors, sponsors, volunteers, and other stakeholders, and managing the transition and facilitation of existing commitments that were in place upon the effective date of the Contract. Contractor shall also be required to implement a strategy for retaining staffing from the current Contractor in accordance with the City's worker retention ordinance.</p> <p>Sponsorship Program Management Start Date. Contractor shall begin full-time management of the Program no later than July 1, 2025.</p>
4. RESPONSIBILITIES	<p>The Contractor will operate a comprehensive Program that assumes, continues, and improves upon the Zoo's existing sponsorship program, and maintains and cultivates new and existing sponsorships that support the Zoo's overall mission and goals. The Contractor will be the primary, but not exclusive, organization authorized to solicit sponsorships on behalf of the Zoo.</p> <p>The Contractor's responsibilities shall include, but not be limited to:</p> <ol style="list-style-type: none"> 1. Developing and managing a full-scale Program in collaboration with the Zoo that maximizes revenue and aligns with the Zoo's vision, mission, and core values and heightens awareness of the Zoo, its brand, and mission. 2. Developing a comprehensive Program for solicitation and outreach to potential sponsors that may include corporate, public, or other partners. 3. Maintaining and building existing sponsorship partnerships through ongoing cultivation of relationships. 4. Developing a sponsor benefits program that is cost-effective and maximizes the value of the Zoo asset. Assets may include the broad and diverse demographic of the Zoo's approximate 1.5 million annual

	<p>visitors, signature programs, special events, as well as the physical facility.</p> <ol style="list-style-type: none"> 5. Facilitating and coordinating associated fulfillment of sponsor benefits as applicable and in coordination with the Zoo. 6. Coordinating with the Zoo's Communications Division to align with the Zoo's overall marketing and branding goals. 7. Securing opportunities for cross-promotions and strategic marketing alliances with sponsors to support the Zoo's marketing efforts. 8. Coordinating with the Zoo to ensure quality control, positive aesthetics, and optimal guest experience for all sponsorships and on-site activations. 9. Consulting with the Zoo on matters pertaining to the management of sponsorships as required. 10. Adhering to all safety and operating guidelines and protocols. 11. Providing the Zoo Director with quarterly reports on all performance metrics including an explanation of any deviations from expectations and plans to achieve these targets by the end of each fiscal year. <p>All sponsorship agreements entered into by Contractor with sponsors will be subject to advance Zoo review and approval. Contractor shall provide the Zoo with a copy of each executed sponsorship agreement and any modifications or renewals thereafter.</p> <p>If the Contract expires or is terminated, any active sponsorship agreements will be assigned to and assumed by the Zoo or the Zoo's successor contractor. The Zoo or Zoo's successor contractor shall share a copy of any modifications or renewals/extensions of sponsorship agreements that were executed during the term of the Contract but that occur following the termination or expiration of the Contract. The Zoo or Zoo's successor contractor shall also provide Contractor with a copy of each sponsorship agreement executed with a Trail Off Entity during the Trail Off period (as those terms are defined in Section 6) and any modifications or renewals thereafter.</p>
<p>5. STAFFING</p>	<p>Contractor staff shall be present onsite at the Los Angeles Zoo in a number and frequency to adequately perform and manage the services required under the Contract. Such staffing shall be confirmed and agreed upon prior to the commencement of work. Contractor changes to staffing shall be communicated to and negotiated with the Zoo in advance with final approval by the Zoo.</p> <p>Additional staffing or services as necessitated on an as needed basis may also be required and shall be agreed upon by mutual agreement by the parties to meet the terms of the Agreement.</p>

6. COMPENSATION

Program Management Fee and Commission Fee. Compensation shall be on a commission basis with 67% of all sponsorship revenue paid to the Zoo. Contractor shall be entitled to retain the first \$20,000 of sponsorship revenue annually as a Program Management Fee.

Contractor's overhead and direct costs shall be at Contractor's own expense and not deducted from any commission owed to the Zoo, nor deducted from gross sponsorship sales before payment of the Zoo's portion is made.

Post-Contract Commission Fee for Active Sponsorships. After termination or expiration of the Contract, once the Zoo or Zoo's successor contractor is assigned and assumes a sponsorship agreement that was executed by Contractor and a sponsor during the Contract term, the Zoo will pay Contractor 33% commission on all sponsorship revenue generated over the remainder of the then-active term of the sponsorship agreement. In the event a sponsorship agreement that is executed during the term of the Contract is renewed or extended by the Zoo or the Zoo's successor contractor following the termination or expiration of the Contract, and the renewal or extension is contemplated in the original sponsorship agreement executed with the sponsor, then Contractor shall be paid 33% commission on all sponsorship revenue generated over each renewal or extension term exercised.

Post-Contract Commission during "Trail Off Period." The six (6) month period after the effective date of termination or expiration of the Contract shall be referred to as the "Trail Off Period." Following termination or expiration of the Contract, the Zoo and Contractor will agree on a list of entities that the Contractor solicited during the term of the Contract to become a sponsor, and with which Contractor had conducted good-faith discussions concerning the possibility of such entity becoming a sponsor ("Trail Off Entities"). The list of Trail Off Entities will be memorialized in writing by the parties.

In the event the Contract is terminated for convenience by the Zoo or due to a material breach of the Contract by the Zoo, Contractor shall be paid 33% commission on all sponsorship revenue generated pursuant to any sponsorship agreements executed during the Trail Off Period between a Trail Off Entity and the Zoo or Zoo's successor contractor, including all renewals and extensions of those sponsorship agreements, so long as the renewal or extension is contemplated in the original sponsorship agreement executed with the Trail Off Entity.

In the event the Contract naturally expires pursuant to its terms or the Contract is terminated due to a material breach of the Contract by the Contractor, Contractor shall be paid 20% commission on all sponsorship revenue generated pursuant to any sponsorship agreements executed during the Trail Off Period between a Trail Off Entity and the Zoo or Zoo's successor contractor, including all renewals and extensions of those sponsorship agreements, so long as the renewal or extension is contemplated in the original sponsorship agreement executed with the Trail Off Entity.

7. GOALS AND PERFORMANCE METRICS	<p>The Zoo and Contractor will establish annual goals and performance metrics for the Program based on priorities set by the Zoo. Within 30 days of the commencement of each City fiscal year throughout the Contract term, Contractor will provide the Client with its projections for Sponsorship Income to be received for the following fiscal year. The Contractor will provide the Zoo with quarterly comparisons of target goals versus actual results.</p> <p>Metrics will be considered by the Zoo when determining whether to execute term extension options. Examples of Program metrics include but may not be limited to specific performance goals and/or periodic performance reports such as:</p> <ol style="list-style-type: none"> 1. Number of Sponsorships secured 2. Value of Sponsorships secured 3. Total gross Sponsorship revenue 4. Total Sponsorship revenue paid to Zoo <p>The Zoo and the Contractor will meet on a regular basis to review the Program finances and performance related to sponsorship goals and metrics.</p>
8. AD HOC COMMITTEES	<p>The Zoo may form ad hoc committees, composed of Zoo and Contractor staff, to review, coordinate, and enhance Program services.</p>
9. OFFICE SPACE	<p>The Zoo may provide the Contractor with physical office space at no cost for its use, including parking and basic utilities and maintenance, but not including other ancillary utilities such as telephone and internet services. The availability and size of this space will be dependent on the outcome of pending contract negotiations for other Zoo support services, and the date in which the current contractor (GLAZA) moves out of the administrative space.</p> <p>Upon termination of the Contract, Contractor shall quit and surrender possession of Zoo premises to the City in as good and usable condition subject to normal wear and tear. Any improvements to Zoo property owned by Contractor which have been constructed or erected on the Zoo premises shall upon termination of this Agreement become the property of the City.</p>
10. AVAILABLE FUNDING	<p>The Zoo, in entering into the Contract with the selected Contractor, guarantees no minimum amount of business, revenue, or compensation. The Contract shall be subject to funding availability and to early termination by the Zoo, as provided in the Standard Provisions for City Contracts.</p>

11. ACCOUNTING AND FISCAL RESPONSIBILITIES	<p>During the term of the Contract, Contractor will be authorized to collect sponsorship revenue on behalf of the Zoo and will remit revenue to the Zoo, less commission to be retained by Contractor, within thirty (30) days of receipt of sponsorship revenue. Following the termination or expiration of the Contract, the Zoo or Zoo's successor contractor will collect sponsorship revenue and will remit any commission owed on sponsorship revenue to Contractor within thirty (30) days of receipt of sponsorship revenue.</p> <p>In collecting and managing funds on behalf of the City, Contractor shall act as the City's fiduciary and fiscal agent and ensure proper accounting for all funds collected, including any interest earned. Contractor shall maintain a method of accounting in compliance with generally accepted accounting principles. All documents, books, and accounting records shall be open to inspection by the City at any reasonable time. Contractor shall have the right to inspect and review all documents, books, and accounting records related to the computation of amounts to be paid to Contractor pursuant to the Contract, which right shall survive the termination or expiration of the Contract.</p> <p>Quarterly financial statements will be provided by the Contractor to the Zoo. Reports will provide gross revenue broken down by source, commission computation, and distribution of funds to Zoo and Contractor.</p> <p>Contractor agrees to reasonable oversight by the City of its performance under the Contract to ensure transparency and accountability.</p>
12. CITY'S INTELLECTUAL PROPERTY	<p>The names "Los Angeles Zoo and Botanical Gardens" and "Los Angeles Zoo," and the logo of the Los Angeles Zoo, are trademarks of the City of Los Angeles. The City will grant Contractor a limited, non-exclusive license to use these trademarks for the purposes of performing the services under the Contract. Any other use of the trademarks will be prohibited, unless pre-approved by the Zoo.</p>
13. INCORPORATION OF CITY'S STANDARD CONTRACTING PROVISIONS	<p>The most current version of the City's Standard Provisions for City Contracts (currently Rev. 1/25 [v.2]) will be incorporated into the Contract, with the following amendments:</p> <p>PSC-9 (A): Termination for Convenience – the City shall give 90 days written notice.</p> <p>PSC-9(B)(1.): Termination for Breach of Contract – the City shall provide an opportunity to cure default.</p> <p>PSC-9(B)(6.) will not apply.</p>

TRANSMITTAL

TO
Department of the Zoo

DATE
06/05/2025

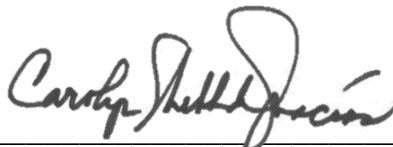
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT

REQUEST FOR EXECUTIVE DIRECTIVE 3 WAIVER REQUEST – AGREEMENTS WITH SSA GROUP, LLC AND THE SUPERLATIVE GROUP, INC. FOR THE OPERATION AND MANAGEMENT OF THE LOS ANGELES ZOO MEMBERSHIP, SPECIAL EVENTS, PUBLICATIONS, AND SPONSORSHIP PROGRAMS

Approved, ED3 Waived, and Transmitted for further processing.



MAYOR
(Carolyn Webb de Macias for)



May 30, 2025

Honorable Mayor Karen Bass
City Hall – Room 320
Los Angeles, CA 90012

"Creating a just and sustainable world where people and wildlife thrive, together."

Los Angeles Zoo
5333 Zoo Drive
Los Angeles
California 90027
323/644-4200
Fax 323/662-9786
<http://www.lazoo.org>

Karen Bass
Mayor

Nithya Raman
Council Member
4th District

Zoo Commissioners

Karen B. Winnick
President

Bernardo Silva
Vice President

Justin Mikita

Daryl Smith

Elnie Vannatim

Richard Lichtenstein
Ex Officio Member

Denise M. Verret
Chief Executive Officer
& Zoo Director



An Equal Employment

EXECUTIVE DIRECTIVE 3 WAIVER REQUEST – AGREEMENTS WITH SSA GROUP, LLC AND THE SUPERLATIVE GROUP, INC. FOR THE OPERATION AND MANAGEMENT OF THE LOS ANGELES ZOO MEMBERSHIP, SPECIAL EVENTS, PUBLICATIONS, AND SPONSORSHIP PROGRAMS

SUMMARY

As a result of a competitive Request for Proposals process, the Department of the Zoo ("Department") has selected new contractors to operate and manage the Los Angeles Zoo Membership, Special Events, Publications, and Sponsorship Programs. The Department respectfully requests approval from the City Council to enter into four separate agreements with:

1. SSA Group, LLC for the operation and management of the Los Angeles Zoo Membership Program, consistent with the terms included in Attachment 1;
2. SSA Group, LLC for the operation and management of the Los Angeles Zoo Special Events Program, consistent with the terms included in Attachment 2;
3. SSA Group, LLC for the operation and management of the Los Angeles Zoo Publications Program, consistent with the terms included in Attachment 3;
4. The Superlative Group, Inc for the operation and management of the Los Angeles Zoo Sponsorship Program, consistent with the terms included in Attachment 4.

Each agreement will have a base term of five years, with an option to extend for two additional five-year terms at the Department's sole discretion. The Membership, Special Events, and Sponsorship Programs will generate revenue for the Zoo. The Publications program will be funded by appropriated funds adopted in the FY 2025-26 Budget, General Fund No. 100, Department 87, Account 3040.

In October 2023, when the City Council approved the interim agreement with GLAZA, the Zoo identified the next steps that would be undertaken to

establish future support for the Zoo (C.F. 23-1128). In the context of the continuation of these programs and services, the City prioritized the City Controller's Audit (2018) of the Department and GLAZA and the report's findings that future contracted services should ensure transparency, accountability, and support the Zoo's long-term operational success. As a result, the Zoo issued a Request for Proposals for programs and services to be contracted out to support the Zoo in order to promote fairness, transparency, and ensure that the City is obtaining services at the best possible price.

In September 2024, the Zoo simultaneously issued Requests for Proposals (RFP) for the four programs. The RFPs were advertised on the Regional Alliance Marketplace for Procurement (RAMP) online platform and The Daily Journal. A comprehensive review of the submissions including evaluation of compliance with City mandated contracting documents, insurance minimums, and department-specific required proposal documents was completed. All proposers were invited to a virtual interview before a five-member panel of Zoo Staff. The firms were given instructions prior to the interviews that they had the option to make a presentation of their proposal and to be prepared to respond to clarifying questions regarding their stated qualifications, service and implementation plan, staffing, record keeping and reporting system, and cost and pricing.

After the interview, reference checks were conducted to review all the proposers' experience with performing similar services with other entities. The references offered additional information on the proposers' skills, performance, knowledge and insights that helped assess their potential success in fulfilling the scope of work.

All received proposals were evaluated on a scoring rubric based on their interview responses, reference checks, and a review of their submitted proposals using specific criteria such as qualifications and similar experience, staffing and work plan, references, and cost reasonableness. Proposers were then ranked based on their scores and the proposers with the highest scores were recommended for award.

The Department then began contract negotiations to outline material terms of the contract based on the RFP scope and the awarded proposals. Due to the complexities of the programs and services, the negotiation and drafting of the term sheets resulted in a prolonged length of time.

The proposed start of the contract is June 1, 2025 in order to allow for a 30-day transition and setup period that overlaps with the end of the Interim Agreement with GLAZA on June 30, 2025. This will also allow time for the transition of information and for the contractors to be fully operational beginning on July 1, 2025. Due to the timing to complete the contract approval process, a ratification clause is included in the agreements.

The Department respectfully requests a waiver of the Executive Directive No. 3 process in order to expedite the process for City Council approval and execution of the agreements. This will also ensure a seamless transition and continued and uninterrupted operations of programs and services at the Zoo.

Respectfully Submitted,

A handwritten signature in black ink, reading "Denise Verret". The signature is written in a cursive, flowing style.

Denise M. Verret
Chief Executive Officer & Zoo Director

DMV:MK

Attachment