

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE LOS ANGELES ZOO AND BOTANICAL GARDENS
AND
THE GREATER LOS ANGELES ZOO ASSOCIATION
MEMBERSHIP, PUBLICATIONS AND VOLUNTEER PROGRAMS**

This Memorandum of Understanding (MOU) is entered into as of July 1, 2016, between the City of Los Angeles through the Department of the Zoo (Zoo) and the Greater Los Angeles Zoo Association (GLAZA) for membership, publications and volunteer programs for the Zoo.

1. Governance

Operating Agreement

The City of Los Angeles (City), through the Zoo Department, entered into an Operating Agreement with GLAZA for the purposes of obtaining assistance in establishing, developing, beautifying and improving the Zoo (Los Angeles City Council File No. 94-0989-S1). The Operating Agreement was dated July 1, 1997, executed on September 29, 1997 and expires on September 29, 2022. In accordance with Section III of the Operating Agreement, the General Manager of the Zoo Department (Zoo Director) is authorized to enter into one or more memoranda of understanding with GLAZA, on behalf of the City, as sub-agreements. The MOU details the subject matter of the contract, the scope of services and the essential terms of the performance required.

Execution Authority

Each sub-agreement may have a maximum term of three years and will be subject to the approval of the City Attorney as to form and legality and each shall conform with and carry out the objectives and strategies in the Los Angeles Zoo Business and Marketing Plan (Plan), as approved by the City Council, per the Operating Agreement.

On September 23, 2014, the City Council approved the Zoo's updated Three-Year Business and Marketing Plan (July 2014) (C.F. 14-0600-S223). The Plan, developed by the Zoo and GLAZA and which covers Fiscal Years 2014-15 through 2016-17, outlines four primary goals that focus on the Zoo campus, conservation, community and human capital. The Plan also contains strategies for achieving established goals and includes key metrics and assumptions utilized in the development of the Plan.

2. Term of the MOU

This MOU is effective for a one-year period from July 1, 2016 to June 30, 2017, which corresponds to both the Zoo's and GLAZA's fiscal years. The Program Description and budgets below reflect activity during the entire fiscal year. The Zoo and GLAZA may amend this MOU by written agreement during its term should they mutually agree to change the program outlines and budget.

3. Program Description

GLAZA offers annual memberships in the following categories. Benefits in each category are outlined in Appendix A.

<i>Category</i>	<i>Rates</i> <i>8/1/15-</i> <i>7/31/16</i>	<i>8/1/16-</i> <i>6/30/17</i>
Individual	\$ 55.00	\$ 55.00
Individual Plus	\$ 79.00	\$ 80.00
Family	\$ 134.00	\$ 140.00
Family Deluxe	\$ 175.00	\$ 180.00
Contributor	\$ 300.00	\$ 300.00
Wildlife Associate	\$ 500.00	\$ 500.00
Conservation Circle	\$ 1000.00	\$ 1000.00

Membership Households by Category

6/30/2016

	Jun-16
Individual	1,777
Individual Plus	11,152
Family	31,006
Family Deluxe	17,613
Regular Levels Total	61,548
Contributing Donor	1,330
Wildlife Donor	133
Conservation Donor	37
Donor Circle (formerly L.A. Zoosociates) Total	1,500
Membership Grand Total	63,048

Rates

3.1 *Estimated Budget: Membership Revenue, Transfers and Disbursements for the Fiscal Year July 1, 2016 to June 30, 2017.*

For the 2016-17 Fiscal Year, GLAZA has approved the following budget:

Membership Revenue	
General Membership Revenue	5,811,211
Donor Clubs Membership Revenue	375,384
Other (not subject to 25% transfer)	94,500
Gross Membership Revenue (Note 1)	6,281,095
Distribution of Revenue	
Zoo (ZETF) - 25% of Fees (Note 2)	1,546,652
GLAZA Membership Program Expenses (Note 3)	3,291,278
GLAZA Publication Program Expenses (Note 4)	947,221
GLAZA Volunteers Program Expenses (Note 4)	394,269
GLAZA Funding for Marketing	
Projected GLAZA Deficit	0
Projected GLAZA Remission to City (ZETF)	101,674
Total Revenue Distribution 100%	6,281,095

Note 1. This budget has been prepared by GLAZA and reviewed by the Zoo. GLAZA finished the year ended June 30, 2016 with 63,048 member households and total transferrable membership dues revenue of \$6,114,374. For the fiscal year ending on June 30, 2017, GLAZA is planning a 2.87% rate increase effective August 1, 2016 to make its membership rates consistent with a 2.0 recoup rate (the recoup factor refers to the ratio between the cost of daily admission prices and the cost of an annual membership; it can also be defined as the number of visits required to recoup the annual membership cost). Overall, this is expected to result in an increase of budgeted membership revenue of approximately 2.73%, to \$6,281,095. This budget is based on the GLAZA's projected 2016-17 attendance of 1,806,095 visitors. Major initiatives for 2016-17 are outlined in Appendix B.

Note 2. In accordance with the Operating Agreement, GLAZA shall remit to the Zoo 25% for the fiscal year ending June 30, 2017.

Note 3. In accordance with the Operating Agreement, GLAZA may use a portion of fees charged for membership in the Los Angeles Zoo for its membership administrative costs. This amount includes all costs related to soliciting and servicing memberships.

Note 4. The remainder of the membership revenue collected shall be deposited into the City's Zoo Enterprise Trust Fund within twelve months of receipt unless the Zoo Director and GLAZA enter into an MOU requiring GLAZA to perform services for the Zoo.

Through this MOU, the Zoo Director instructs GLAZA to spend \$947,221 for running its Publications Program, and to spend \$394,269 for running the Volunteer Program. Details of each of these Programs are outlined in Appendix C, Publications, and Appendix D, Volunteer Program.

3.2 *Annual Giving Programs* - As part of GLAZA's fundraising efforts, GLAZA may create annual giving programs such as the Safari Society and the Business Partners Program which have established annual gift levels and provide a standard set of rights, benefits, and privileges (financial and in-kind). This MOU does not cover these annual giving programs, which will be covered in the annual Fundraising MOU entered into by and between the Zoo and GLAZA.

4. Other Matters

4.1 *Finances* - The Zoo Director or his designee(s) and the GLAZA President or her designee(s) will meet on a regular basis to review the finances of the Membership program. Monthly comparisons of budget to actual revenue and explanations of variances will be provided to the Zoo Director or his designee(s).

4.2 *Performance* - A timeline for each effort and its results will be reviewed on an ongoing basis with the Zoo Director and the Development Committee of the GLAZA Board of Trustees. The timeliness of mailings as well as the actual response versus the projected response will be used to measure the performance for each of the applicable membership plans.

5. Miscellaneous Provisions

5.1 *Choice of Law & Venue* - Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. Unless where preempted by Federal laws, this MOU shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles, without any regards to the conflict of law principles. Parties hereby agree to submit to the exclusive jurisdiction of and venue in the courts of competent jurisdiction in the County of Los Angeles in any disputes related to or arising out of this MOU. *Merger* - This MOU constitutes the full agreement of the Parties with respect to the subject

matter hereto and supersedes all prior agreements or MOUs, whether written or oral, with respect to such subject matter.

5.2 *No Intended Third Party Beneficiaries* - Parties herein do not in any way intend to create or confer any benefits to any third party.

5.3 *Waivers* - The failure to exercise any remedy or to enforce any right provided in this MOU shall not constitute a waiver of such remedy or right or of any other remedy or right provided herein. A Party shall be deemed to have waived any remedies or rights hereunder *only* if such waiver shall be in writing expressly.

5.4 *Assistance* - During the term of this MOU, each Party shall provide such reasonable assistance and cooperation as the other Party may require in connection with performance of the duties and obligations of each Party under this MOU.

5.5 *Assignment* - GLAZA shall not, by contract, operation of law, or otherwise, assign any rights under this MOU (in *whole* or in part), or delegate performance of any of obligations under this MOU without the Zoo's prior written consent.

5.6 *Headings* - Article and section headings used in this MOU are inserted for convenience only and are not intended to be part hereof or in any way to define, limit, describe or to otherwise be used in interpreting the scope and intent of the particular provisions to which they refer.

5.7 *Representation and Counseling* - Each Party was represented by legal counsel during the execution of this MOU.

5.8 *References to Other Agreements* - All references in this MOU to other agreements or past practices are for reference purposes *only*, and do not purport to provide validity or interpretation to the reference, the dates of execution, the term of the agreements or the stated purpose or authority of the agreements. The references are mere recitals without legal authority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

FOR: The CITY OF LOS ANGELES,
Municipal Corporation
Acting by and through its
Zoo Department

For: GREATER LOS ANGELES ZOO
ASSOCIATION (GLAZA)

By: _____
JOHN R. LEWIS
General Manager
Zoo Department

By: _____
CONNIE M. MORGAN
President
GLAZA

Date: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
DOV S. LESEL
Assistant City Attorney

By: _____
Title: _____

Date: _____

Date: _____

TERM OF THIS AGREEMENT: July 1, 2016 to June 30, 2017

Executed this ____ day of _____, 2016.

BUSINESS TAX REGISTRATION CERTIFICATE NO: _____

AGREEMENT NO: _____

Appendix A: Membership Rates and Benefits for July 1, 2016 to July 31, 2016

\$55 Individual

One person (named on card)
One membership card

\$79 Individual Plus

One Adult (named on card) and one additional person
One membership card (up to two names)

\$134 Family

Two adults (named on card)
Your own children or grandchildren ages 2-17
2 Safari Shuttle tickets
2 tickets to ride the Tom Mankiewicz Conservation Carousel
Two membership cards

\$175 Family Deluxe

3 adults (named on card)
Your own children or grandchildren (ages 2-17) – *Restrictions apply*
2 one-day guest passes
4 Safari Shuttle tickets
4 tickets to ride the Tom Mankiewicz Conservation Carousel
Exclusive early access to Big Bunny's Spring Fling and Boo at the Zoo
Three membership cards

\$300 Contributing Associate

3 adults (named on card)
1 additional guest per visit
Your own children or grandchildren (ages 2-17) – *Restrictions apply*
Exclusive invitation to *Twilight at the Zoo*
VIP Preview of new exhibits
Exclusive early access to *Big Bunny's Spring Fling and Boo at the Zoo*
Exclusive early access to events starring kids' favorite characters
VIP Zoosociates Kit: guest passes (4 total) and Safari Shuttle tickets (6 total)
6 tickets to ride the Tom Mankiewicz Conservation Carousel
3 membership cards

\$500 Wildlife Associate

3 adults (named on card)

2 additional guests per visit

Your own children or grandchildren (ages 2-17) – *Restrictions apply*

Exclusive invitation to *Twilight at the Zoo, Cocktails with the Curator, Animal Enrichment Morning*

VIP Preview of new exhibits

Exclusive early access to *Big Bunny's Spring Fling* and *Boo at the Zoo*

Exclusive early access to events starring kids' favorite characters

Adopt an Animal kit for recipient of your choice

Endangered species plush animal

VIP Zoosociates Kit: guest passes (4 total) and Safari Shuttle tickets (8 total)

6 tickets to ride our Tom Mankiewicz Conservation Carousel

3 membership cards

\$1000 Conservation Associate

3 adults (named on card)

3 additional guests per visit

Your own children or grandchildren (ages 2-17) – *Restrictions apply*

Exclusive invitation to *Twilight at the Zoo, Cocktails with the Curator, Animal Enrichment Morning*

VIP Preview of new exhibits

Exclusive early access to *Big Bunny's Spring Fling* and *Boo at the Zoo*

Exclusive early access to events starring kids' favorite characters

Private cart tour for up to 6 people

Family membership for the recipient of your choice

Adopt an Animal kit for recipient of your choice

Endangered species plush animal

VIP Zoosociates Kit: Guest passes (4 total) and Safari Shuttle tickets (10 total)

6 tickets to ride our Tom Mankiewicz Conservation Carousel

3 membership cards

Appendix A: Membership Rates and Benefits for August 1, 2016 to June 30, 2017

\$55 Individual

One person named on card
One membership card

\$80 Individual Plus

One Adult (named on card) and one additional person
One membership card (up to two names)

\$140 Family

Two adults (named on card)
Your own children or grandchildren ages 2-17
2 Safari Shuttle tickets
2 tickets to ride the Tom Mankiewicz Conservation Carousel
Two membership cards

\$180 Family Deluxe

3 adults (named on card)
Your own children or grandchildren (ages 2-17) – *Restrictions apply*
2 one-day guest passes
4 Safari Shuttle tickets
4 tickets to ride the Tom Mankiewicz Conservation Carousel
Exclusive early access to Big Bunny's Spring Fling and Boo at the Zoo
Three membership cards

\$300 Contributing Circle

3 adults (named on card)
1 additional guest per visit
Your own children or grandchildren (ages 2-17) – *Restrictions apply*
Exclusive invitation to *Twilight at the Zoo*
Exclusive early access to *Big Bunny's Spring Fling and Boo at the Zoo*
Exclusive early access to events starring kids' favorite characters
VIP Zoosociates Kit: guest passes (4 total) and Safari Shuttle tickets (6 total)
6 tickets to ride the Tom Mankiewicz Conservation Carousel
3 membership cards

\$500 Wildlife Circle

3 adults (named on card)
2 additional guests per visit
Your own children or grandchildren (ages 2-17) – *Restrictions apply*

Exclusive invitation to *Twilight at the Zoo, Cocktails with the Curator, Breakfast with the Keeper*

Exclusive early access to *Big Bunny's Spring Fling* and *Boo at the Zoo*

Exclusive early access to events starring kids' favorite characters

Adopt an Animal kit for recipient of your choice

Endangered species plush animal

VIP Zoosociates Kit: guest passes (4 total) and Safari Shuttle tickets (8 total)

6 tickets to ride the Tom Mankiewicz Conservation Carousel

3 membership cards

\$1000 Conservation Circle

3 adults (named on card)

3 additional guests per visit

Your own children or grandchildren (ages 2-17) – *Restrictions apply*

Exclusive invitation to *Twilight at the Zoo, Cocktails with the Curator, Breakfast with the Keeper*

Exclusive early access to *Big Bunny's Spring Fling* and *Boo at the Zoo*

Exclusive early access to events starring kids' favorite characters

Private cart tour for up to 6 people

Family membership for the recipient of your choice

Adopt an Animal kit for recipient of your choice

Endangered species plush animal

VIP Zoosociates Kit: Guest passes (4 total) and Safari Shuttle tickets (10 total)

6 tickets to ride the Tom Mankiewicz Conservation Carousel

3 membership cards

Appendix B: Major Activities in Membership July 1, 2016 to June 30, 2017

Events & Programs:

Docent-led Member Tours	All levels	Monthly
Member Bird & Plant Walks	All levels	Monthly
Member Appreciation Mornings	All levels	8/13/16; 3/4/17; 5/28/17
Members Only Night!	All levels	8/20/16
Twilight at the Zoo	Contributing Circle+	September 24, 2016
Cocktails with a Curator	Contributing Circle+	October 8, 2016
Boo at the Zoo Preview	Family Deluxe+	October 29, 2016
Winter Wild!/Breakfast with Santa	All levels	December 3, 2016
Breakfast with a Keeper	Wildlife Circle+	March 25, 2017
Big Bunny Spring Fling Preview	Family Deluxe+	April 15, 2017
Sesame Street Live Preview	Contributing Circle+	TBD
Twilight at the Zoo	Loyal Members (3,5,10yr)	May 7, 2017

Direct Mail Campaigns:

Drop Date	Distribution	Proj. Response Rate	Proj. New Sales	Proj. Gross Revenue
October 2016	300,000 households		.93%	2,800 \$280,828
March 2017	550,000 households		1.00%	6,700 \$600,400

Promotions:

Offer	Item	Timeframe	Level offered to
Renewal Incentive 1 (non -1 st year joins)	\$15 off, Ind. & Ind. Plus	July-ongoing	Ind. & Ind. Plus
	\$15 off Family (plush only)	July-ongoing	Family
	25% off Family Deluxe & up (Family Deluxe & up plush/tote)	July-ongoing	Family Deluxe & up
1 st Year Joins	25% off Family/Family Deluxe (Family level plush only & Family Deluxe & up plush/tote)	July-ongoing	Family & Family Deluxe
Renewal Incentive 2-4	\$10 off, Individual & Ind. Plus	July-ongoing	Ind. & Ind. Plus
	\$12 off, Family+ & plush/tote	July-ongoing	Family & up
Renewal Incentive 5	\$15 off renewal	July-ongoing	All levels
Direct Mail Incentive	20% + \$5 off + plush/tote	October/March	Family & up

Appendix C: Publications Program

Zoo View: 4 issues per year of a four-color, 20 to 28 page publication. Print run of approximately 65,000 to 75,000, with distribution to all members, donors, subscribers, and others as determined by Zoo and GLAZA. Focus is on themed issues with multiple articles about the Zoo, its collections, programs, and the world that our collections inhabit. Generally, one issue is an Annual Report for the Zoo and GLAZA. Editorial oversight provided by a committee consisting of Zoo Director, Zoo Assistant Director, Zoo General Curator, Zoo Director of Education, GLAZA President, GLAZA VP Marketing and Communications, and GLAZA Vice President for Institutional Advancement.

Zooscape: 6 issues per year of a four-color, 4-panel tabloid size publication. Print run of approximately 65,000 to 75,000, with distribution to all members, donors, subscribers, and others as determined by Zoo and GLAZA. Focus is on Zoo and GLAZA events, animal and plant transactions, and shorter stories. Editorial committee listed above approves all copy.

The Gnus: 26 issues per year of an internal staff newsletter for Zoo, GLAZA, and Volume Service America employees and volunteers. Includes information about employees, new policies and procedures, recent media coverage, and animal updates. Distribution via email as well as additional print copies in key locations. Editorial committee listed above approves all copy.

www.lazoo.org: Official website. GLAZA manages the integrated website for Zoo and GLAZA to provide information to potential visitors about basic Zoo facts, visitor amenities, Zoo collections, especially new exhibits, programs, classes and camps, special events, site rentals, membership and donation opportunities, including on-line processing of certain transactions. Content for each section is approved by the appropriate department heads. In 2016-17, GLAZA will implement a significant re-design of the website.

Appendix D: Volunteer Program

In order to provide the Zoo with needed support and assistance in a wide variety of programs and activities, GLAZA agrees to staff a volunteer and docent program to recruit, train, re-train, and oversee volunteers (and if necessary to discipline and/or terminate) with various skills to fill needs identified by the Zoo Director. GLAZA staff will work with Zoo staff to identify and assign volunteers and ensure that volunteers are trained for their particular assignments. All GLAZA volunteers will report to the Docent Chair and the Manager of Volunteer Programs, who in turn report to the GLAZA President. Types of volunteers will include, but not be limited to, the following categories:

Docent (Teaching/Interpretive)

Volunteers Student Volunteers
(9 through 12th Graders)

General Zoo Volunteers (includes special event volunteers)

Ambassadors

Food Preparation Volunteers

Enrichment Volunteers

Research Volunteers

Horticulture Volunteers

Corporate Program

Community Service Learning Program (for high school and college students who have a community service obligation or project)

GLAZA will maintain records on all of its volunteers, their training, hours worked, and other pertinent information. GLAZA will provide for adequate insurance coverage for these volunteers while working on Zoo or GLAZA business. GLAZA recognizes the Zoo's right to fingerprint and perform background checks on all volunteers at the Zoo. Volunteers who do not meet the criteria of this background check program will be dismissed from the program.