By Legislators Allkofer and Delehanty

Intro. No. ___

RESOLUTION NO. ___ OF 2021

**AUTHORIZING LICENSE AND OPERATING AGREEMENTS WITH SENECA PARK ZOO SOCIETY, INC. AND SSA GROUP, LLC FOR SENECA PARK ZOO**

BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF MONROE, as follows:

Section 1. The County Executive, or his designee, is hereby authorized to enter into a License and Operating Agreement, and any amendments thereto, with the Seneca Park Zoo Society, Inc. for publicity, educational events, and special events (including public events, private events, and fundraising events) from October 1, 2021 to December 31, 2026, together with up to two (2) additional five (5) year renewals, on the following terms:

a. Publicity and public events: beginning in calendar year 2022, if non-member admissions (i.e., walk-up ticket sales, online ticket sales, corporate sales, group sales, and sales to third-party retailers) to the Zoo is under the Attendance Target, as set forth below, during a calendar year, the County shall remit 5% of the admissions revenue it receives from SSA to the Society. If non-member admissions to the Zoo is above the Attendance Target during a calendar year, the County shall remit 10% of the admissions revenue it receives from SSA to the Society. The Attendance Target shall be 200,000 for 2022 and shall increase by 500 attendees each year of the term and any renewals thereof (e.g., 200,500 for 2023; 201,000 for 2024; 201,500 for 2025; 202,000 for 2026; etc.).

b. Private events and fundraising events: Society shall remit the cost of the County's work + $1.00 per person attending a private event and/or fundraising event to the County.

c. Other

   i. Society shall remit 20% of gross membership revenue (net of sales taxes, discounts, and credit card processing fees) to the County.

   ii. Beginning in calendar year 2022, Society shall remit 50% of annual net income to the County each year, to be calculated prior to any transfers for Board Designation funds.

   iii. Society shall remit 90% of all gross capital funds to the County collected each year.

Section 2. The County Executive, or his designee, is hereby authorized to enter into a License and Operating Agreement, and any amendments thereto, with SSA Group, LLC for Zoo concession and gift shop services from October 1, 2021 to December 31, 2026 and admission services from January 1, 2022 to December 31, 2026, together with up to two (2) additional five (5) year renewals, on the following terms:

a. Concessions

   i. If concession sales are between $0 up to $600,000 during a calendar year, SSA shall remit 10% of all gross sales (net of sales taxes, discounts, and credit card processing fees) to the County.

   ii. If concession sales exceed $600,000 during a calendar year, SSA shall remit 15% of all gross sales (net of sales taxes, discounts, and credit card processing fees) to the County.

   iii. SSA shall remit 5% of all gross catering food and beverage sales (net of sales taxes, discounts, and credit card processing fees) to the County.

b. Gift Shop

   i. If gift shop sales are between $0 up to $700,000 during a calendar year, SSA shall remit 16% of all gross sales (net of sales taxes, discounts, and credit card processing fees) to the County.

33.2

ii. If gift shop sales exceed $700,000 during a calendar year, SSA shall remit 22% of all gross sales (net of sales taxes, discounts, and credit card processing fees) to the County.

c. Admissions

i. SSA shall remit to the County 76% of gross admissions (net of sales taxes, discounts, and credit card processing fees) revenue up to the Attendance Target, as set forth below, and 70% of gross admissions revenue (net of sales taxes, discounts, and credit card processing fees) that exceeds the Attendance Target each year. The Attendance Target shall be $1,400,000 for 2022 and shall increase by $100,000 each year of the term and any renewals thereof (e.g., $1,500,000 for 2023; $1,600,000 for 2024; $1,700,000 for 2025; $1,800,000 for 2026; etc.).

ii. SSA shall remit to the County 85% of all gross attractions revenue.

d. Marketing Analysis

i. SSA shall conduct a marketing analysis and prepare a report on the Zoo's marketing strategies and overall goals for Zoo publicity moving forward for a one-time fee of $7,500.

e. Other

i. SSA shall provide an investment of at least $500,000 in amenities and/or capital improvements at the Zoo for food service, retail, and admissions during the first term of the Agreement.

Section 2. The County Executive, or his designee, is hereby authorized to enter into an interim agreement with the Seneca Park Zoo Society, Inc. to continue to provide admission services at the Zoo for a term not to exceed February 1, 2022. The Society shall remit to the County 61% of gross admission revenue during the interim term.

Section 3. This resolution shall take effect in accordance with Section C2-7 of the Monroe County Charter.

Recreation and Education Committee; September 27, 2021 - CV: 5-0
Ways and Means Committee; September 28, 2021 - CV: 11-0
File No. 21-0362

ADOPTION: Date: ________________ Vote: __________

ACTION BY THE COUNTY EXECUTIVE

APPROVED: __________ VETOED: _________

SIGNATURE: ___________________________ DATE: ___________________

EFFECTIVE DATE OF RESOLUTION: _________________________________

# Office of the County Executive

**Adam J. Bello**
*County Executive*

OFFICIAL FILE COPY
No. 210362
Not to be removed from the Office of the Legislature Of Monroe County
Committee Assignment
REC & ED -L
WAYS & MEANS

September 24, 2021

To The Honorable
Monroe County Legislature
407 County Office Building
Rochester, New York 14614

Subject: Authorize License and Operating Agreements with the Seneca Park Zoo Society, Inc. and SSA Group, LLC for the Seneca Park Zoo

Honorable Legislators:

I recommend that Your Honorable Body authorize License and Operating Agreements with the Seneca Park Zoo Society, Inc. and SSA Group, LLC for the Seneca Park Zoo.

Seneca Park Zoo Society, Inc. (the "Society") is 501(c)3 organization chartered in 1957 by the New York State Department of Education. It is the nonprofit partner to Monroe County's Seneca Park Zoo (the "Zoo") and has provided an array of services for the Zoo and our community over the past sixty years.

SSA Group, LLC ("SSA") is a leading provider of concession, retail, and admission services for zoos, aquariums, botanical gardens, and museums. SSA partners with over forty AZA accredited zoos nationwide, as well as services the Strong Museum of Play, Buffalo Zoo, Cincinnati Zoo, Pittsburgh Zoo & PPG Aquarium, Denver Zoo, San Francisco Zoo, and Los Angeles Zoo.

A request for proposals was released on February 26, 2021, with the Society selected as the most qualified to provide publicity, educational events, and special events services and SSA selected as the most qualified to provide concession, gift shop, and admission services.

**The specific legislative action required are:**

1. Authorize the County Executive, or his designee, to enter into a License and Operating Agreement, and any amendments thereto, with the Seneca Park Zoo Society, Inc., 2222 Saint Paul Street, Rochester, New York 14621, for publicity, educational events, and special events (including public events, private events, and fundraising events) from October 1, 2021 to December 31, 2026, together with up to two (2) additional five (5) year renewals, on the following terms:
    a. Publicity and public events: beginning in calendar year 2022, if non-member admissions (i.e., walk-up ticket sales, online ticket sales, corporate sales, group sales, and sales to third-party retailers) to the Zoo is under the Attendance Target, as set forth below, during a calendar year, the County shall remit 5% of the admissions revenue it receives from SSA to the Society. If non-member admissions to the Zoo is above the Attendance Target during a

calendar year, the County shall remit 10% of the admissions revenue it receives from SSA to the Society. The Attendance Target shall be 200,000 for 2022 and shall increase by 500 attendees each year of the term and any renewals thereof (e.g., 200,500 for 2023; 201,000 for 2024; 201,500 for 2025; 202,000 for 2026; etc.).

b. Private events and fundraising events: Society shall remit the cost of the County's work + $1.00 per person attending a private event and/or fundraising event to the County.

c. Other

i. Society shall remit 20% of gross membership revenue (net of sales taxes, discounts, and credit card processing fees) to the County.

ii. Beginning in calendar year 2022, Society shall remit 50% of annual net income to the County each year, to be calculated prior to any transfers for Board Designation funds.

iii. Society shall remit 90% of all gross capital funds to the County collected each year.

2. Authorize the County Executive, or his designee, to enter into a License and Operating Agreement, and any amendments thereto, with SSA Group, LLC, 4624 Central Park Boulevard, Suite 100, Denver, Colorado 80238, for Zoo concession and gift shop services from October 1, 2021 to December 31, 2026 and admission services from January 1, 2022 to December 31, 2026, together with up to two (2) additional five (5) year renewals, on the following terms:

a. Concessions

i. If concession sales are between $0 up to $600,000 during a calendar year, SSA shall remit 10% of all gross sales (net of sales taxes, discounts, and credit card processing fees) to the County.

ii. If concession sales exceed $600,000 during a calendar year, SSA shall remit 15% of all gross sales (net of sales taxes, discounts, and credit card processing fees) to the County.

iii. SSA shall remit 5% of all gross catering food and beverage sales (net of sales taxes, discounts, and credit card processing fees) to the County.

b. Gift Shop

i. If gift shop sales are between $0 up to $700,000 during a calendar year, SSA shall remit 16% of all gross sales (net of sales taxes, discounts, and credit card processing fees) to the County.

ii. If gift shop sales exceed $700,000 during a calendar year, SSA shall remit 22% of all gross sales (net of sales taxes, discounts, and credit card processing fees) to the County.

c. Admissions

i. SSA shall remit to the County 76% of gross admissions (net of sales taxes, discounts, and credit card processing fees) revenue up to the Attendance Target, as set forth below, and 70% of gross admissions revenue (net of sales taxes, discounts, and credit card processing fees) that exceeds the Attendance Target each year. The Attendance Target shall be $1,400,000 for 2022 and shall increase by $100,000 each year of the term and any renewals thereof (e.g., $1,500,000 for 2023; $1,600,000 for 2024; $1,700,000 for 2025; $1,800,000 for 2026; etc.).

ii. SSA shall remit to the County 85% of all gross attractions revenue.

d. Marketing Analysis

i. SSA shall conduct a marketing analysis and prepare a report on the Zoo's marketing strategies and overall goals for Zoo publicity moving forward for a one-time fee of $7,500.

e. Other

i. SSA shall provide an investment of at least $500,000 in amenities and/or capital improvements at the Zoo for food service, retail, and admissions during the first term of the Agreement.

3. Authorize the County Executive, or his designee, to enter into an interim agreement with the Seneca Park Zoo Society, Inc. to continue to provide admission services at the Zoo for a term not to exceed February 1, 2022. The Society shall remit to the County 61% of gross admission revenue during the interim term.

This action is a Type II Action pursuant to 6 NYCRR § 617.5(c)(21) ("minor temporary uses of land having negligible or no permanent impact on the environment") and (26) ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment") and is not subject to further review under the State Environmental Quality Review Act.

These License and Operating Agreements are revenue generating. No net County support is required in the current Monroe County budget.

The Seneca Park Zoo Society, Inc. is a not-for-profit agency and the records in the Office of the Monroe County Treasury have indicated that it does not owe any delinquent Monroe County property taxes.

The records in the Office of the Monroe County Treasury have indicated that neither SSA Group, LLC, nor any of its principal officers, owe any delinquent Monroe County property taxes. The principal officers of the firm are:

Sean McNicholas, President & CEO
Shannon Fitzgerald, Secretary

I recommend that this matter be referred to the appropriate committee(s) for favorable action by Your Honorable Body.

Sincerely,

Adam J. Bello
Monroe County Executive