

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Central Florida Zoological Society, Inc., Agreement

DEPARTMENT: Tourism Development **DIVISION:** _____

Suzan Bunn

AUTHORIZED BY: Suzan Bunn **CONTACT:** Kathryn Townsend **EXT.** 2905

Agenda Date	12-14-04	Regular <input checked="" type="checkbox"/>	Consent <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
		Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize chairman to execute Agreement between Seminole County and the Central Florida Zoological Society, Inc. in the amount of \$225,000.

BACKGROUND:

The Central Florida Zoological Park serves as a community zoological and botanical park set in a natural environment which not only exhibits collections of insects, fish, amphibians, reptiles, birds and mammals but also provides programs in wildlife education and conservation. The Zoo has been funded since the inception of the tourist tax and continues to be a marketing partner for Seminole County attracting a good mix of local and out-of town visitors and students. The facilities are well managed and an asset to Seminole County.

The Seminole County Board of County Commissioners awarded the Central Florida Zoological Society \$270,000 in FY 03/04.

The Tourism Development Council recommends this expenditure in the amount of \$225,000.

The Tourism Development budget can accommodate either amount.

Reviewed by	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	_____
Other:	_____
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No. CTD01-	_____

CENTRAL FLORIDA ZOOLOGICAL SOCIETY, INC. AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **CENTRAL FLORIDA ZOOLOGICAL SOCIETY, INC.**, a Florida not-for-profit corporation, whose mailing address is Post Office Box 470309, Lake Monroe, Florida 32747-0309, hereinafter referred to as the "ZOO".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted *Section 125.0104, Florida Statutes*, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum, the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, the COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote the Central Florida Zoological Park which is operated by a not-for-profit organization and open to the public.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the ZOO agree as follows:

Section 1. Term. The term of this Agreement is from October 1, 2004, through September 30, 2005, the date of signature by the parties notwithstanding, unless earlier terminated, as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party or, at the option of the COUNTY, immediately in the event that the ZOO fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the ZOO after the ZOO has received notice of termination. Upon said termination, the ZOO shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs any unused funds provided hereunder.

Section 3. Services.

(a) The ZOO shall use funds from this Agreement in conjunction with monies granted by any public or private agency to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote the Central Florida Zoological Park, operated by a not-for-profit corporation and open to the public, as set forth in Exhibit "A" attached hereto and incorporated herein.

(b) The ZOO shall be required to have and maintain a website for the purpose of promoting tourism to the ZOO. Such site shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.

Section 4. Membership. The ZOO shall provide and maintain full voting member seats on the Zoological Society Board for a COUNTY Commission member and a Tourist Development Council member. The aforementioned members shall be nominated by their respective organizations and appointed by the ZOO. The ZOO shall not change the size of the Zoological Society Board without notification to the COUNTY'S Board of County Commissioners.

Section 5. Liability. COUNTY, its Commissioners, officers, employees and agents shall not be deemed to assume any liability for the acts, omissions and negligence of ZOO, its officers, employees and agents in the performance of services provided hereunder.

Section 6. Billing and Payment.

(a) The COUNTY hereby agrees to provide financial assistance to the ZOO up to a maximum sum of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) payable at the rate of EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$18,750.00) per month for a period of twelve (12) months, for all services provided hereunder by the ZOO during the term of this Agreement in accordance with the proposed projects outline set forth in Exhibit "A". Qualified expenditures are reimbursable upon:

(1) Receipt by the COUNTY of a Request for Funds form, attached hereto and incorporated herein as Exhibit "B," from ZOO requesting each monthly installment of the total contract amount as stated above in Exhibit "A".

(2) Verification by the Seminole County Tourism Development Director that the ZOO is providing the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter;

(3) Payment requests shall be sent to:

Original: Director
Seminole County Tourism Development
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(b) If the ZOO misappropriates or misuses the funds provided herein, the ZOO shall repay the COUNTY the entire sum of this Agreement

within ninety (90) days of notice, as provided hereinafter, from the COUNTY.

Section 7. Reporting Requirements.

(a) In the performance of this Agreement, the ZOO shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. The ZOO shall transmit and certify interim records to the COUNTY monthly. The ZOO shall submit to the COUNTY a monthly interim Narrative Progress Report form, attached hereto and incorporated herein as Exhibit "C". Additionally, the ZOO shall submit to the COUNTY a final Narrative Progress Report form within thirty (30) days of lapse or termination of this Agreement.

(b) The ZOO shall provide a quarterly report to the COUNTY's Board of County Commissioners setting forth general ZOO activities, and the progress of plans to expand its present Seminole County facility.

(c) The quarterly report referenced in subsection (b) herein shall include the progress of fund raising efforts regarding other central Florida governmental entities, such as Orange County, the City of Orlando and the Orange and Seminole County School Boards.

(d) The ZOO shall provide copies of its annual certified audit and annual report to the COUNTY within thirty (30) days of receipt of the audit and report by the ZOO.

Section 8. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to the ZOO shall not duplicate programs for which monies have been received, committed or applied for from another source. The monies provided hereunder shall not be expended on wages or salaries for administrative staff, feasibility studies for facilities to be located outside Seminole County, or administrative expenses other than those appearing, if any, in Exhibit "A".

Section 9. Unavailability of Funds. The ZOO acknowledges that the Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet the COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by the COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to ZOO as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the ZOO after the ZOO has received such notice of termination. In the event there are any unused COUNTY funds, the ZOO shall promptly refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs.

Section 10. Access To Financial Records. The ZOO shall allow the COUNTY, its duly authorized agent and the public access to such of ZOO's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

Section 11. Liaison. The ZOO shall submit original Request for Funds forms, Narrative Progress Report forms and any other required reports or correspondence, to the following:

Director
Seminole County Tourism Development
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County Tourism Development
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

For ZOO:

Joe Montisano, CEO
Central Florida Zoological Society, Inc.
Post Office Box 470309
Lake Monroe, Florida 32747-0309

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 14. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, ZOO shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to ZOO as provided hereinabove.

Section 16. Conflict of Interest.

(a) The ZOO agrees that it will not engage in any action that would create a conflict of interest in the performance of its

obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The ZOO hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the ZOO to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the ZOO hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST:

CENTRAL FLORIDA
ZOOLOGICAL SOCIETY, INC.



MIKE GORE, Secretary

By: 

JOE MONTISANO, CEO

(CORPORATE SEAL)

Date: 11/24/04

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

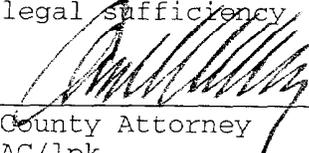
By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency



County Attorney
AC/lpk
10/9/04 11/30/04
zoo

Attachments:

- Exhibit "A" - Project Budget Outline
- Exhibit "B" - Request For Funds Form

EXHIBIT "A"

Intended Utilization of Tourist Funds

1. Expanded in-market advertising and marketing to attract more visitors and extend time stay in Seminole County.
2. Continued maintenance and enhancement of the Seminole County public park area of the Central Florida Zoological Park.
3. Operational funding as authorized by Florida and Seminole County Statutes.
4. Enhancements to existing animal exhibits consistent with the Central Florida Zoological Park Master Plan along with expanding the educational opportunities available for students and the general public.



EXHIBIT "B"

REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME _____

ORGANIZATION _____

ADDRESS _____

CONTACT PERSON _____ TELEPHONE _____

REQUEST PERIOD FROM _____ TO _____

REQUEST # _____

() INTERIM REPORT

() FINAL REPORT

TOTAL CONTRACT AMOUNT \$ _____

<u>EXPENSE</u>	<u>BUDGET</u>	<u>REIMBURSEMENT REQUESTED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE _____ TITLE _____

EXHIBIT B



INSTRUCTIONS FOR COMPLETING THE REQUEST FOR FUNDS FORM

FUNDS CAN ONLY BE REIMBURSED WHEN THIS FORM IS SUBMITTED to Contracts Manager at Seminole County Tourism Development Department. Allow at least 30 days for reimbursement. If this form is not completed correctly and/or required documentation is not attached, reimbursement will be delayed or denied.

- EVENT NAME:** The name of the event for which your organization is requesting reimbursement (if applicable)
- ORGANIZATION:** Your organization name
- ADDRESS:** The address the reimbursement check should be sent
- CONTRACT PERSON:** The person who is responsible for the request
- TELEPHONE NUMBER:** The number of the contact person
- REQUEST PERIOD:** Beginning and ending date of the request period
- CONTRACT AMOUNT:** The total of the contract with Seminole County
- REQUEST #:** The sequential number of this request
- INTERIM/FINAL:** Indicate the type of request
- EXPENSE:** The category of the expense for which you are requesting reimbursement
- BUDGET:** The amount budgeted for that expense from Exhibit "A" of the contract
- REIMBURSEMENT:** Amount you are requesting for reimbursement
- TOTALS:** Enter total for each column
- CERTIFICATION:** Name, title and date certifying officer of your organization signed request

Exhibit B Instructions