



Agenda Item

Item:	15
File No:	B2008-43
Resolution / Ordinance Title:	Resolution approving an interlocal agreement between Hillsborough County and the City Of Tampa, for the purpose of operating and maintaining the Lowry Park Zoo; authorizing execution thereof by the Mayor.
Subject:	Interlocal Agreement between Hillsborough County and the City of Tampa - Lowry Park Zoo
Type of Request:	Resolution
Requested Meeting Date:	03/20/08
Staff Recommendation:	
Projected Cost:	
Financial Impact Statement:	Any funds received shall be deposited into Account No. ND0132131-337120
Index Codes:	ND0132131-337120 - to be deposited into
Background:	The City of Tampa is the owner of a facility known as the Lowry Park Zoo and has entered into a lease and operating agreement with the Lowry Park Zoological Society of Tampa, Inc for the operation and maintenance of the Zoo to be used by the general public for charitable, enjoyment and educational purposes. Hillsborough County has determined it to be in the public`s best interest to provide funding through the City for capital projects Lodge and Log Flume Ride and related new animal exhibits.
Meeting Date:	03/20/08
Department Head:	Salvatore.Territo@tampagov.net

Department:	City Attorney
Sponsor:	
Department 2:	
Department 3:	
Department 4:	
Administrator:	Santiago.Corrada
Tracking Name:	Interlocal Agreement between Hillsborough County and the City of Tampa - Lowry Park Zoo

Dept. Head:		
Attorney	Salvatore.Territo	3/10/2008 11:14:18 AM
Finance	Bonnie.Wise	3/11/2008 9:45:16 AM
Chief of Staff	Darrell Smith	3/13/2008 10:41:04 AM
Mayor	Pam Iorio	3/13/2008 2:51:29 PM

RESOLUTION NO. 2008-_____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN HILLSBOROUGH COUNTY AND THE CITY OF TAMPA, FOR THE PURPOSE OF OPERATING AND MAINTAINING THE LOWRY PARK ZOO; AUTHORIZING EXECUTION THEREOF BY THE MAYOR; PROVIDING AN EFFECTIVE DATE.

WHEREAS Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (*and pursuant to forms of governmental organization*) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City of Tampa (the "CITY") is the owner of a facility known as the Lowry Park Zoo (the "Zoo") located within the City of Tampa, County of Hillsborough, State of Florida; and

WHEREAS, the CITY has entered into a lease and operating agreement with the Lowry Park Zoological Society of Tampa, Inc. (the "Zoological Society") to operate and maintain the Zoo to be used by the general public for charitable, enjoyment and educational purposes; and

WHEREAS, Hillsborough County (the "COUNTY") has determined it to be in the public's best interest to provide funding through the CITY for capital projects Lodge and Log Flume Ride and related new animal exhibits (collectively, the "Project").

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the Interlocal Agreement between the City of Tampa and Hillsborough County, a copy of which is attached hereto and by reference made a part hereof, is hereby approved in its entirety.

Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Interlocal Agreement on behalf of the City of Tampa.

Section 3. That other proper officers of the City of Tampa are authorized to do all things necessary and proper to carry out and make effective the provisions of this Resolution which shall take effect immediately upon its adoption.

Section 4. That funds received pursuant to this agreement shall be deposited into Account No. ND0132131-337120.

Section 5. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON _____.

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

CHAIRMAN/CHAIRMAN PRO-TEM
CITY COUNCIL

PREPARED BY AND APPROVED AS
TO LEGAL SUFFICIENCY:

SALVATORE TERRITO
SENIOR ASSISTANT CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN
HILLSBOROUGH COUNTY, FLORIDA AND
CITY OF TAMPA, FLORIDA
FOR
LOWRY PARK ZOO CAPITAL PROJECTS**

This Agreement is made and entered into as of April 16, 2008, by and between Hillsborough County, a political subdivision of the State of Florida, whose address is 601 E. Kennedy Boulevard, Tampa, Florida, 33602 (the "COUNTY"), and the City of Tampa (the "CITY"), a municipal corporation of the State of Florida, the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602.

WITNESSETH:

WHEREAS Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (*and pursuant to forms of governmental organization*) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the CITY is the owner of a facility known as the Lowry Park Zoo (the "Zoo") located within the City of Tampa, County of Hillsborough, State of Florida; and

WHEREAS, the CITY has entered into a lease and operating agreement with the Lowry Park Zoological Society of Tampa, Inc. (the "Zoological Society") to operate and maintain the Zoo to be used by the general public for charitable, enjoyment and educational purposes; and

WHEREAS, the COUNTY has determined it to be in the public's best interest to provide funding through the CITY for the capital projects Lodge and Log Flume Ride and related new animal exhibits (collectively, the "Projects"); and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CITY agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

The CITY shall cause to be provided the services as described in PART 1 – Scope of Services of Exhibit A, attached hereto and by reference made a part hereof.

ARTICLE II

TERM OF AGREEMENT

This Agreement shall be effective upon execution by the parties and filing with the Clerk of the Circuit Court pursuant to Section 163.01(11), Florida Statutes and shall remain in effect until all of the obligations of the parties provided for in this Agreement have been satisfied (the "Term"), unless otherwise terminated in accordance with this Agreement or extended by mutual written agreement of the parties.

ARTICLE III CONSIDERATION AND LIMITATION OF COSTS

For its performance under this Agreement, and subject to the terms and limitations hereof, the CITY will receive funds from the COUNTY in an amount not to exceed the amount set forth in PART II Consideration of Exhibit A. However, all funding under this Agreement is subject to the availability of funds, and payment of any and all funds pursuant to this Agreement shall be made solely for the components of the Projects described in PART I of Exhibit A and in accordance with the Method of Payment outlined in Exhibit B, attached hereto and by reference made a part hereof. Any funds received from the COUNTY not expended for the components of the Projects described in Exhibit A by September 30, 2010, shall be returned to the COUNTY at that time.

ARTICLE IV LIABILITY

Each party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors, and agents; however, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

ARTICLE V TERMINATION

In addition to the exercise of any other remedies available to it at law or in equity, the COUNTY may terminate this Agreement for the CITY'S non-performance, as determined by the COUNTY, upon no less than twenty-four (24) hours written notice to the CITY. In the event funds sufficient to fund this Agreement become unavailable, the COUNTY may terminate this Agreement upon no less than twenty-four (24) hours written notice to the CITY. The COUNTY shall be the final authority as to the availability of funds.

ARTICLE VI PROJECT PUBLICITY

Pursuant to BOCC Policy No. 10.04.00.00, the CITY shall cause to be recognized the Hillsborough County Board of County Commissioners for its contribution to the Projects. Any promotional material or publicity releases regarding the Projects shall identify Hillsborough County as a sponsor of the Projects. In written material, the reference to the COUNTY must appear in the same size letters and font type as the name of any other funding source.

2 ARTICLE VII LAW COMPLIANCE

Each party shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, relative to the performance of this Agreement, including, but not limited to Chapter 119, Florida Statutes.

ARTICLE VIII
ASSIGNMENT

Neither party may assign or transfer its rights or obligations under this Agreement, without the prior written consent of the other party.

ARTICLE IX
THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

ARTICLE X
AMENDMENTS

This Agreement constitutes the entire Agreement between the parties and may be amended only in writing, signed by all parties to this Agreement.

ARTICLE XI
MAINTENANCE AND REVIEW OF RECORDS

The CITY and any of its subcontractors providing any services required to be performed by the CITY under this Agreement, shall maintain adequate records and accounts, including but not limited to, property, personnel and financial records, and supporting documentation to assure a proper accounting for all COUNTY funds received under this Agreement for a period of six (6) years from the expiration of the Term (the "Audit Period"). The COUNTY and its authorized agents shall have the right, and the CITY and its subcontractors, as applicable, will permit the COUNTY and its authorized agents, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this Agreement, including but not limited to, personnel and employment records for the Audit Period. All such records, accounts and documentation shall be made available to the COUNTY and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as the COUNTY may deem necessary during the Audit Period. The COUNTY's right to examine, copy, and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. The CITY shall ensure that any subcontractor providing any services the CITY is required to provide under this Agreement shall recognize the COUNTY's right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by the CITY under this Agreement.

If an audit is begun by the COUNTY or other agency, whether local, state or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Article XI shall survive the expiration or earlier

termination of this Agreement.

ARTICLE XII
FILING OF AGREEMENT

Pursuant to Section 163.01(11) Florida Statutes, prior to its effectiveness, this Interlocal Agreement and subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Hillsborough County, Florida.

ARTICLE XIII
GOVERNING LAWS; VENUE

This Agreement shall be governed by the laws, rules and regulations of the State of Florida. Venue shall be in Hillsborough County, Florida.

ARTICLE XIV
HEADINGS

Article headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

ARTICLE XV
WAIVER

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of funds for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE XVI
SURVIVABILITY

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE XVII
POLITICAL ACTIVITY

The CITY shall not participate in, or intervene in, including the publishing or distributing of statements, any political campaign on behalf of, or in opposition to, any candidate for political office.

4

ARTICLE XVIII
NOTICE

Any notice required or permitted to be given hereunder shall be in writing and shall be

sent by United States certified mail, return receipt requested, or by overnight delivery service or personal delivery with signature verification, to the attention of the following representative of the parties:

COUNTY:

Eric R. Johnson, Director
To the following address for certified mail:
Post Office Box 1110
County Center – 26th Floor
Management and Budget Department
Tampa, Florida 33601
Or to the following address for overnight delivery services or personal delivery:
County Center – 26th Floor
Management and Budget Department
601 East Kennedy Blvd.
Tampa, Florida 33602

CITY:

Lee Huffstutler, Chief Accountant
To the following address for certified mail:
315 E. Kennedy Blvd., 2nd Floor
Revenue & Finance, Accounting Division
Tampa, Florida 33602
Or to the following address for overnight delivery services or personal delivery:
315 E. Kennedy Blvd – 2nd Floor
Revenue & Finance, Accounting Division
Tampa, Florida 33602

IN WITNESS WHEREOF, the COUNTY and the CITY have caused this Agreement to be executed by their duly authorized representatives.

ATTEST: PAT FRANK,
CLERK OF THE CIRCUIT COURT

COUNTY: HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair, Board of County Commissioners

ATTEST: CITY CLERK

CITY: CITY OF TAMPA

By: _____
City Clerk

By: _____
Mayor, City of Tampa

The execution of this document
was authorized by Resolution
No. 2008-_____.

By: _____
Chief Assistant City Attorney

<p><u>APPROVAL</u> <u>DATE</u></p> <p>DEPT: _____</p> <p>ATTORNEY: _____</p>

EXHIBIT A

**SCOPE OF SERVICES and CONSIDERATION
FY 08 – FY 10**

ORGANIZATION: CITY OF TAMPA FOR LOWRY PARK ZOO

PROJECTS: LODGE, LOG FLUME RIDE, AND RELATED ANIMAL EXHIBITS

PART I Scope of Services

A. The CITY shall cause to be constructed the Projects. COUNTY Community Investment Tax (CIT) funds shall be utilized to pay for the components of the Projects listed below constituting infrastructure (as hereinafter defined), including graphic, interpretive, and landscape materials.

Projects:

African Lodge – Lodge construction activities and related new animal exhibits for “Safari Africa”.

Florida Boardwalk – Log Flume Ride construction activities and related new animal exhibits.

TOTAL COST \$1,823,342

- A. No later than thirty (30) days after completion of the Projects, the CITY shall submit to the COUNTY a report on the expenditures submitted by the Zoological Society for the construction activities of the Projects.
- B.. Upon completion of the Projects, the CITY shall cause the Zoological Society to continuously maintain and operate the Projects at the Zoo for the useful life of the Projects.
- C. The CITY acknowledges and agrees that the use of all funds paid to the CITY by the COUNTY pursuant to this Agreement are to be used exclusively to fund expenditures for “infrastructure” as such term is defined in Section 212.055(2)(d) 2.a., Florida Statutes. The CITY shall reimburse the COUNTY for any funds not used in accordance herewith.

PART II Consideration

COUNTY funds shall be paid to the CITY in an amount not to exceed One Million Eight Hundred Twenty Three Thousand Three Hundred Forty Two Dollars (\$1,823,342), in accordance with Exhibit B, Method of Payment.

EXHIBIT B

METHOD OF PAYMENT

ORGANIZATION: CITY OF TAMPA FOR LOWRY PARK ZOO

PROJECTS: LODGE, LOG FLUME RIDE, AND RELATED ANIMAL EXHIBITS

As authorized by 163.01(5)(d), Florida Statutes, and subject to receipt by the COUNTY of a written request from the CITY, the COUNTY shall provide the CITY One Million Eight Hundred Twenty Three Thousand Three Hundred Forty Two Dollars (\$1,823,342) within ninety (90) days of the commencement of the Term.

For its performance under this Agreement, the CITY will receive funds from the COUNTY in the amount not to exceed One Million Eight Hundred Twenty Three Thousand Three Hundred Forty Two Dollars (\$1,823,342) However, funding under this Agreement is subject to funds availability. Any funds received from the COUNTY not expended for the components of the Projects described in Exhibit A by September 30, 2010, shall be returned to the COUNTY at that time.

The CITY will review and, upon approval, pay all requisitions submitted to the CITY by the Zoological Society for disbursements for the Projects as described in Exhibit A. Requisitions shall be on a form approved by the CITY and shall include, at a minimum, the date of submittal and requisition number; the person, firm, or corporation to whom payment is due; the amount of the payment due; and a detailed description of the services performed or materials provided. The CITY shall ensure that all expenditures of COUNTY funds are exclusively for the components of the Projects listed in Exhibit A of this Agreement.

All records regarding the Projects including requisitions and supporting documentation shall be available to the COUNTY upon reasonable notice.