

**CENTRAL FLORIDA ZOOLOGICAL SOCIETY, INC.
TOURIST DEVELOPMENT TAX FUNDING AGREEMENT FY 2020-2021**

THIS AGREEMENT is made and entered this _____ day of _____, 2020, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 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 “**ZOO**”.

WITNESSETH:

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, **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, **COUNTY** and **ZOO** agree as follows:

Section 1. Term. The term of this Agreement is from October 1, 2020 through September 30, 2021, 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 COUNTY, immediately in the event that ZOO fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by ZOO after ZOO has received notice of termination. Upon said termination, ZOO shall immediately refund to COUNTY or otherwise utilize as COUNTY directs any unused funds provided hereunder in accordance with Section 125.0104(5), Florida Statutes.

Section 3. Services.

(a) 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) ZOO shall be required to have  and maintain a website for the purpose of promoting tourism to 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.

(c) It is understood that ZOO shall devote a portion of monies received pursuant to this Agreement to out-of-County advertising and promotion and shall, where appropriate, participate in COUNTY's cooperative advertising programs. ZOO shall submit advertisement and promotional copy paid for with Tourist Development Tax dollars to COUNTY for review and approval at the time of invoicing.

Section 4. Membership. ZOO shall provide and maintain full voting member seats on the Zoological Society Board for a member of the Seminole County Board of County Commissioners and a member of the Seminole County Tourist Development Council. The aforementioned members

shall be nominated by their respective organizations and appointed by ZOO. ZOO shall not change the size of the Zoological Society Board without notification to 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. ZOO hereby agrees to fully and completely indemnify, insure, and hold harmless COUNTY from and against any liability of whatsoever type or nature, howsoever arising, relating in any way to the acts or omissions of ZOO and its officers, members, agents, and employees.

Section 6. Billing and Payment.

(a) COUNTY hereby agrees to provide financial assistance to ZOO up to a total maximum sum of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) being the annual funding allocation. The funds will be payable for all services provided hereunder by 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 COUNTY of a Request for Funds form, attached hereto and incorporated herein as Exhibit B, from ZOO requesting the total contract amount as stated above in Exhibit A;

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


(3) Payment requests shall be sent to:

Original: Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

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

(b) If ZOO misappropriates or misuses the funds provided herein, ZOO shall repay COUNTY the entire sum of this Agreement within ninety (90) days of notice from COUNTY as provided hereinafter.

Section 7. Reporting Requirements.

(a) In the performance of this Agreement, ZOO shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. ZOO shall transmit and certify interim financial records to COUNTY  bi-monthly, in accordance with bi-monthly Tourist Development Council meeting reports. These bi-monthly reports should be submitted to the following: Board of County Commissioners via the County Chairman's office; the Seminole County Tourism office; and Seminole County Resource Management. The bi-monthly reports shall set forth general ZOO activities, financials, and the progress.

(b) ZOO shall present the capital five-year plan annually to the Tourist Development Council and the Seminole County Board of County Commissioners in coordination with the annual presentation to Tourist Development Council and Board of County Commissioners for grant funding.


(c) ZOO shall submit items (a) and (b) above to the following:

Chairman
Seminole County Board of County Commissioners
1101 E. First Street
Sanford, Florida 32771

Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

Seminole County Resource Management Department
1101 E. First Street
Sanford, Florida 32771

Section 8. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to 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. 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 COUNTY's obligations hereunder.  If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to ZOO as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by ZOO after ZOO has received such notice of termination. In the event there are any unused COUNTY funds, ZOO shall promptly refund those funds to COUNTY or otherwise utilize such funds as COUNTY directs.

Section 10. Access to Financial Records. ZOO shall allow 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. ZOO shall submit original Request for Funds Forms and any other correspondence, to the following:

Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

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

For COUNTY:

Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

For ZOO:

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 COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to ZOO as provided hereinabove.

Section 16. Conflict of Interest.

(a) 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 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) ZOO hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over five percent (5%)), either directly or indirectly, in the business of 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, ZOO hereby agrees that monies received from 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.

WITNESSES:

CENTRAL FLORIDA ZOOLOGICAL
SOCIETY, INC.

Signature

By: _____
DINO FERRI, Chief Executive Officer

Print Name

Date: _____

Signature

Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, 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

Attachments:

- Exhibit A – Request for Funds Application
- Exhibit B – Request for Funds Form

PHC/org
10/28/20
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