



THE CITY OF KEY WEST

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MEMORANDUM

TO: Jim Scholl, City Manager

FROM: Greg Veliz, Community Services Director

VIA: David Fernandez, Assistant City Manager- Operations
Mark Finigan, Assistant City Manager- Administration

DATE: December 13, 2011

SUBJECT: Concession Agreement between the City of Key West and Key West Wildlife Center, Inc.

ACTION STATEMENT: Exercising the two-year option to extend the Concession Agreement between the City of Key West and Key West Wild Bird Center, Inc. as per the concession agreement dated January 6, 2009 in accordance with Resolution 09-010.

BACKGROUND:

On October 19, 1998 the City of Key West entered into a concession agreement with Suncoast Seabird Sanctuary, Inc., granting the concessionaire the right to operate a wildlife center on part of a parcel owned by the City – McCoy indigenous Park. The term of the agreement was for five (5) years with the option for a second five (5) year term, mutually agreed upon by both parties. The concessionaire was responsible for all utilities and the annual fee to the City was \$10.00. On November 8, 2006 the City Commission approved by Resolution 06-356, the first amendment of the agreement allowing for a change in the concessionaire from Suncoast Seabird Sanctuary, Inc. to Marathon Wild Bird Center, Inc. The Concession Agreement dated January 6, 2009 lists the current agreement term as three (3) years with an option term of an additional two (2) year period.

PURPOSE AND JUSTIFICATION:

The concession agreement allows for the following provisions:

1. The area in which the center will be allowed to operate has been expanded to include the two (2) pavilions and associated public restrooms. The concessionaire will be responsible for the cleaning and cleaning supplies required to maintain the pavilions and restrooms in a clean and presentable manner. The concessionaire will set hours of operation for the pavilions and will use the area for conducting wildlife educational seminars and exhibits.

Key to the Caribbean – Average yearly temperature 77° F.

Concessionaire will control access to the wildlife center via the entrance gates to the pavilions. The concessionaire will also ensure the general public has unfettered access to McCoy Indigenous Park. Finally, the concessionaire will grant the City exclusive use of the two pavilions located on the property as well as the surrounding cartilage during weekends and federal holidays for the purpose of making them available to the public for scheduled events.

2. With the exception of phone service and television, the City shall be responsible to pay for all public utility services utilized by Concessionaire on the Property.
3. The City shall be responsible for maintaining the structural and mechanical aspects of the improvements located on the Property, including plumbing and electrical.
4. The Concessionaire agrees to relocate no less than every three months all healthy chickens housed in the aviary to a location outside the City of Key West pursuant to the direction of the City Manager or his designee.
5. The City expressly agrees herein to compensate Concessionaire for the care, habitat maintenance, medical supplies, and relocation of the chickens in the amount of \$4,166.66 per month (\$50,000 annually), retroactive to November 1, 2008.

This arrangement has been effective and has served the best interest of the City.

OPTIONS:

1. Exercise the two-year option to extend the Concession Agreement between the City of Key West and Key West Wild Bird Center, Inc. as per the concession agreement dated January 6, 2009. This option would replace the need to hire two new full time employees to perform the same work.
2. Do not exercise the two-year option to extend the Concession Agreement between the City of Key West and Key West Wild Bird Center, Inc. as per the concession agreement dated January 6, 2009. This option would increase service requirements without an increase in staffing.

FINANCIAL IMPACT:

Under the agreement with Key West Wildlife, Inc., the City has shifted complete management, administration and financial responsibility to the concessionaire. However, the City will require the concessionaire to maintain certain books and records to demonstrate the costs and effectiveness of managing the chicken relocation program. If at any time the City feels it can manage the program more efficiently than the concessionaire the City will pull back the funding and administer using internal resources.

Compensation to Key West Wild Bird Center, Inc. is \$50,000 and listed in account 001-7201-572.34.

RECOMMENDATION:

Staff recommends approval Option 1; exercise the option to extend the Concession Agreement between the City of Key West and Key West Wild Bird Center, Inc.