

RESOLUTION NO. 10-025

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED ASSIGNMENT OF CONCESSION AGREEMENT AND PROVIDING CONSENT OF CITY THERETO; PROVIDING FOR AN EFFECTIVE DATE**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Assignment of Concession Agreement and the Consent of the City of Key West is approved.

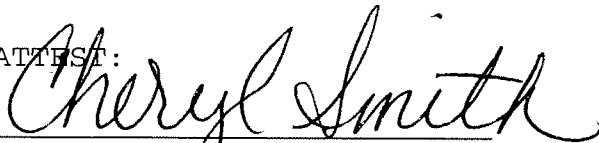
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

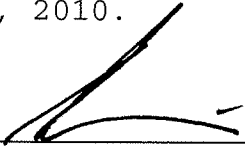
Passed and adopted by the City Commission at a meeting held this 19<sup>th</sup> day of January, 2010.

Authenticated by the presiding officer and Clerk of the Commission on January 21, 2010.

Filed with the Clerk January 21, 2010.

ATTEST:

  
CHERYL SMITH, CITY CLERK

  
MARK ROSSI, VICE MAYOR

# EXECUTIVE SUMMARY

**TO:** Jim Scholl, City Manager

**FROM:** Mark Finigan, Assistant City Manager

**DATE:** December 30, 2009

**SUBJECT:** Assignment of Concession Agreement  
Key West Wildlife Center, Inc. - Key West Wild Bird Center, Inc.



## **Action statement:**

This purpose of this resolution is to request approval by the City Commission of an assignment of the Concession Agreement between the City of Key West and the Key West Wildlife Center, Inc. (approved by CKW Resolution 09-010) to the Key West Wild Bird Center, Inc. All terms and conditions of the concession agreement remain in effect.

## **Background:**

The impetus behind the Key West Wildlife Center, Inc. was Craig Schaufler, a Certified Public Accountant and wild bird enthusiast. His immediate hiring of Michelle Anderson, Certified Wildlife Rehabilitation Specialist, combined with his proven business skills has enabled the vision of the Key West Wildlife Center, Inc. to develop. Additionally, the Key West Wildlife Center, Inc. has been instrumental in managing the City's chicken relocation efforts as called for in the concession agreement. The assignment of the agreement to the Key West Wild Bird Center, Inc. will result in no reduction in the services provided by the center as it relates to the caring of injured wild birds or the managing of the City's chicken efforts. The transition from a start up wild bird rehab center has been realized according to Craig Schaufler and the assignment to the Key West Wild Bird Center, Inc., under the leadership of Michelle Anderson, will allow the center to focus on their primary goal – Rescue, Rehabilitate and Release.

Attached for your review are the following:

- Resolution 09-010
- Request for Assignment - Key West Wildlife Center, Inc.
- Acceptance of Assignment - Key West Wild Bird Center, Inc.
- Resume of Michelle Anderson - President of Key West Wild Bird Center, Inc.
- E-mail of no objection from FWC
- Corporate Information
- Recap of CY 2009 Key West Wildlife Center, Inc. Chicken Efforts
- Key West Wild Bird Center, Inc. – Proposed FY 2010 Operating Budget

Additionally, Key West Wild Bird Center, Inc. has started the application process for their "non profit" designation.

**Financial Impact:**

None other than those contained in Resolution 09-010 and the approved concession agreement.

**Recommendation:**

Approve the assignment of the Concession Agreement between the City of Key West and the Key West Wildlife Center, Inc. (approved by CKW Resolution 09-010) to the Key West Wild Bird Center, Inc.

RESOLUTION NO. 09-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED CONCESSION AGREEMENT BETWEEN THE CITY AND KEY WEST WILDLIFE CENTER, INC.; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Concession Agreement between the City OF Key West and Key West Wildlife Center, Inc. is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of January, 2009.

Authenticated by the presiding officer and Clerk of the Commission on January 9, 2009.

Filed with the Clerk January 9, 2009.

  
MORGAN MCPHERSON, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

# EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager  
FROM: Mark Finigan, Assistant City Manager  
DATE: December 19, 2008  
SUBJECT: Concession Agreement - Key West Wildlife Center, Inc.



## Action statement:

Approval is requested by the City Commission of a Concession Agreement between the City of Key West and the Key West Wildlife Center, Inc. Additionally, the City Commission is requested to allow the City Manager to execute the resulting Concession Agreement.

## 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. It appears that Suncoast Seabird Sanctuary, Inc. was ending its presence in the Florida Keys. Concerned about the lack of an organized wildlife center at the lower end of the Keys, the leadership of the Marathon Wild Bird Center, Inc. stepped forward to fill the impending departure of Suncoast. There were several changes to the concession agreement as part of the first amendment:

1. The agreement modified the term to September 20, 2006 through September 19, 2011.
2. Granting the concessionaire the right to use the newly constructed aviary for the rehabilitation and release or rehabilitation and permanent educational habitat for injured wildlife.
3. All utilities associated with the wildlife center would be paid for by the City, not the concessionaire.

The change in responsibility for utilities marked the first recognition of the concessionaire playing a vital and instrumental role in solving the City's chicken problem. The concessionaire while under the administration of the Suncoast group assisted the City in the relocation of chickens to a humane, out of the Florida Keys, safe haven for the local fowl. The excellent cooperation between the City and the

concessionaire continued for the last two years under the Marathon Wild Bird Center, Inc. During this period the City would provide manpower and supplies/materials to care and feed for the chickens. The Marathon Wild Bird Center, Inc. would augment the City's efforts with manpower (primarily volunteers) and transportation for the relocation efforts. The City would reimburse the Center for reasonable travel expenses. After inspection of the records it is clear the City's chicken relocation successes would have never been realized without the commitment of the concessionaire. Though there remains a large chicken population throughout the community, the proliferation the City had been experiencing has been placed in check and today we manage the problem – the problem does not control us.

On September 19, 2008 the City was notified by the Marathon Wild Bird Center, Inc. of their need to terminate the agreement, citing the financial and logistical challenges of managing two wildlife centers, one in the middle keys and one in the lower keys. The Marathon Wild Bird Center, Inc. has pledged their commitment to the management of wildlife center and the chicken relocation program until a new concessionaire is in place.

So who is the new concessionaire? Key West Wildlife Center, Inc. is a non-profit corporation of the State of Florida, organized and directed by Mr. Craig Schaufler. A professional resume is attached as well as a resume detailing Mr. Schaufler's history with wildlife organizations. The new concessionaire and Craig Schaufler are endorsed by the Marathon Wild Bird Center, Inc. The executive director of the Marathon Wild Bird Center, Inc., Kelly Grinter, will be an officer on the board of Key West Wildlife Center, Inc. The term of the new concession agreement is for three years from the date of execution with the option for an additional two-year period, at the sole discretion of the City. Other important aspects of the concession agreement with Key West Wildlife Center, Inc. are as follows:

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. 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.

**Financial Impact:**

The City has traditionally budgeted for and been responsible for the costs associated in administering the chicken relocation costs. Such costs have included the salary of a Part Time Park Ranger, chicken feed, traps, travel and other miscellaneous expenses. We have such costs budgeted in the City's Fiscal Year 08-09 budget.

Part Time Ranger	\$33,500.00
Expenses	\$10,000.00 (Approx. per annum)

Additionally, the City was required to clean and close the restrooms using City staff. We estimate this cost at \$4,000 to \$5,000 annually.

Under the agreement with Key West Wildlife, Inc. we will shift the 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.

Please note, upon approval of this Agreement the City will amend the FY 08-09 operating budget and reallocate costs from those object codes reflecting management and administration by the City to the object code reflecting the concessionaire assuming responsibly – a payment of \$4,166.66 per month (\$50,000 annually).

**Recommendation:**

Approve the Concession Agreement between the City of Key West and the Key West Wildlife Center, Inc. and to allow the City Manager to execute same.

Authorize the transfer of budget appropriation between the personal services category and the operating category necessary to fulfill the compensation obligation to the Concessionaire.

## CONCESSION AGREEMENT

This Concession Agreement made this 6th day of January, 2009, by and between The City of Key West, a municipal corporation, (hereinafter referred to as "City") and Key West Wildlife Center, Inc., a non-profit corporation of the State of Florida, (hereinafter referred to as "Concessionaire").

Whereas, the City is the owner of the property identified on Exhibit A, attached hereto, located in Monroe County, Florida (hereinafter referred to as the "Property"); and

Whereas, the City desires to make available the Property to the Concessionaire for the operation of a wildlife center, providing rehabilitation and release or rehabilitation and permanent educational habitat for injured wildlife; and

Whereas, the City requires relocation of chickens out of the City; and

Whereas, the Key West Wildlife Center, Inc. in exchange for use of the subject property described above agrees to administer a chicken relocation program as agreed upon by both parties.

Now, therefore, the parties mutually agree as follows:

(a) **Concession Term:** The City grants Concessionaire the right to use the Property to operate Concessionaire's headquarters. Such use shall be limited to retrieving, rehabilitating, and releasing injured migratory birds, land mammals and reptiles and to conducting educational classes dealing with migratory birds, land mammals and reptiles as well as administer the chicken relocation program. The City grants to Concessionaire the Property for a term of three years, and the City reserves the right to exercise an option term of an additional two-year period at its sole discretion. This Agreement shall commence upon its execution.

(b) **Concession Fee:** Concessionaire shall pay an annual fee of \$10.00 to the City.

(c) **Employees:** At its own expense, the Concessionaire shall furnish employees as may be necessary in the operation of the Concessionaire's activities pursuant to this Agreement. Employees of Concessionaire shall not accrue any of the rights or benefits of a City employee.

(d) **Utilities:** 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 in furtherance of this Agreement, including but not limited to electricity, water, solid waste and sewer service. Concessionaire expressly agrees herein to be responsible for payment of telephone and television service.

(e) **Compliance with laws:** The Concessionaire agrees that it will, at its sole cost and expense, comply with all federal, state and local laws and ordinances and further agrees that it will abide by all applicable rules and regulations that are now in or hereafter may be enforced by all applicable rules and regulations that are now in or hereafter may be enforced by the City.

(f) **Insurance:** Concessionaire agrees to provide at its expense comprehensive liability insurance insuring itself and the City against all claims of damages or injury to persons or property



arising for any reason out of the Concessionaire's use of the Property, or arising out of its activities related to the concession use, or otherwise arising from its exercise of rights or failure to perform obligations pursuant to this Agreement. The insurance policy shall be written by a solvent insurance company in good standing and fully licensed to do business in Florida, and shall provide a minimum of \$300,000 coverage for bodily injury and property damage. The policy shall show the City as a named insured, and shall provide that it cannot be canceled or revoked except after a minimum of 30 days written notice to City. A true copy of the insurance contract shall be filed with the City Clerk within 10 days after execution of this Agreement, and shall be maintained on file throughout the concession Term. Concessionaire's failure to maintain the insurance policy in full force and effect at any time during the Term shall be a default hereunder, and upon such default Concessionaire shall immediately suspend all concession use and shall provide to City written notice of the default. If applicable, the Concessionaire shall also obtain Workers' Compensation insurance for each of its employees

City shall obtain property damage insurance to cover the value of each structure on the Property. Concessionaire shall be responsible for its equipment, supplies and other materials used in the prosecution of its activities outlined under this Agreement.

The insurance amounts here provided shall not in any way operate to limit or release, or be construed to limit or release, Concessionaire from any liability to City, or from any obligation to indemnify City as provided herein. Insurance amounts are minimum requirements, and shall be supplemented by Concessionaire as necessary to meet its obligations, and to fully indemnify the City, as provided in this Agreement.

(g) **Indemnification:** The Concessionaire shall protect and indemnify the City and its employees or agents from and against any damages, penalties, fines, judgments or charges that may be imposed or incurred by reason of the violation or breach of any law or regulation or by reason of any act, neglect or omission of the Concessionaire. The Concessionaire shall indemnify the City and its employees or agents from any judgment or claim recovered or asserted for personal injury or property damage sustained or claimed to have been sustained by reason of any of the activities covered by the terms of this agreement and shall pay all expenses and costs connected with the defense of such judgment or claims. The Concessionaire shall not be liable and shall not indemnify for any damage, injury or loss occasioned by the negligence of the City, its employees or agents.

These covenants shall survive the termination of this Agreement. Nothing contained herein is intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

(h) **Repair and maintenance:** The City shall be responsible for maintaining the structural and mechanical aspects of the improvements located on the Property, including plumbing and electrical. The Concessionaire shall be responsible for daily cleaning of the Property, to include the restrooms, and shall be responsible for the purchase of necessary supplies and/or materials to do so.

(h) **Termination by City:** The City shall have the right to terminate this Agreement upon the happening of any of the following:

- (1) The abandonment or discontinuance of operation by Concessionaire.
- (2) The failure of the Concessionaire to perform any of the terms and conditions of this Agreement after the expiration of 30 days from the date written notice has been given by the City to the Concessionaire to correct such default or breach.

(3) In the event of emergency, the City requires use of the Property.

(i) **Termination by Concessionaire:** The Concessionaire shall have the right to terminate this Agreement after the expiration of 90 days from the date written notice has been given by the Concessionaire to the City.

(j) **Relocation of Chickens:** The Concessionaire expressly agrees to accept all healthy and unhealthy chickens which are delivered to the Property by the general public or the City. The Concessionaire expressly agrees herein 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. 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, retroactive to November 1, 2008. Concessionaire shall maintain accounting records sufficient to segregate the aforementioned operating costs of the wildlife center from the Concessionaire's obligations pursuant to this paragraph. Concessionaire will provide the City a full biannual report of such costs and effectiveness of the chicken location program. Monthly compensation will be reviewed annually by the City and the Concessionaire to ensure the costs of administering the chicken relocation program is fair and reasonable to both parties. Any change in the monthly compensation will require the agreement of both parties. Additionally, the monthly compensation amount is subject to continued appropriation in the City of Key West annual budget. In the event of an impending hurricane or other natural disaster, Concessionaire shall transport all chickens out of the City pursuant to the direction of the City Manager or his designee. No later than thirty days from the effective date of this Agreement, City shall provide a truck and trailer to Concessionaire for Concessionaire to utilize to relocate chickens. City expressly agrees herein to immediately transfer the title of the truck and trailer into the name of Concessionaire. Further, Concessionaire expressly agrees to obtain comprehensive and liability insurance for the truck and trailer in the amount stipulated by the City and to name the City of Key West as an additional insured on the policy. The Concessionaire expressly agrees herein to transfer title back to City at the termination of this Agreement.

(k) **Relocation of Wildlife to Aviary and Operation of Facilities:** No later than 90 days from the effective date of this agreement, Concessionaire shall relocate all wildlife (to include chickens) to the aviary located on the Property. Thereafter, all wildlife (to include chickens) shall be housed in the aviary.

Concessionaire agrees to operate the facilities using Best management Practices. Concessionaire further agrees to take all steps necessary to assure no fecal material occurs as a result of the direct or indirect actions of the concessionaire.

(l) **City access to McCoy Indigenous Park and Pavillions:** Concessionaire expressly agrees herein that access by the general public to the McCoy Indigenous Park will be between the hours of 9:00 am and 6:00 pm every day of the week to include all holidays. City shall have 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. City may decide at a future date to authorize the concessionaire the responsibility of scheduling and administering events held at the pavilions.

(m) **Federal Approval:** The parties acknowledge that City's authority to enter into this agreement is subject to review and approval of the Director of the United States Department of the Interior, National Park Service, as provided in Quitclaim Deed executed on April 21, 1973, between City and the United States of America. Accordingly all rights conferred herein by City to Concessionaire are granted entirely subject to such approval.

(n) **Section 1.31:** Unless waived by the city commission, the Concessionaire must submit to the appropriate background check pursuant to Section 1.31 of the Key West Code of Ordinances. Compliance with Section 1.31 is a condition of the effective commencement of this Agreement.

(o) **Assignment, Sub-lease, Transfer of Control:** This concession shall be a privilege to be held by the Concessionaire for the benefit of the public. The concession cannot under any circumstances be assigned, or control thereof be transferred, by any means whatsoever without the prior written consent of the City, and then only under such conditions as the City may establish. Any purported transfer of control of or sublease or assignment of this concession without prior written authorization by the City Commission shall be null and void. The authorization shall be at the absolute discretion of the City.

(p) **Captions:** Headings labeling any provision herein are for convenience only, and shall not in any way be construed as affecting, limiting expanding, or stating the contents or intent of this Agreement.

(q) **Entire Agreement:** This Agreement sets forth all the promises and agreements between City and Concessionaire. No subsequent alteration, amendment or change to this Agreement shall be binding upon City or Concessionaire unless reduced to writing and duly executed by both parties.

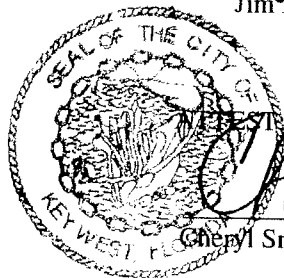
(r) **Partial Invalidity:** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

(s) **Governing Law:** This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF KEY WEST

By: Jim K. Scholl  
Jim K. Scholl, City Manager



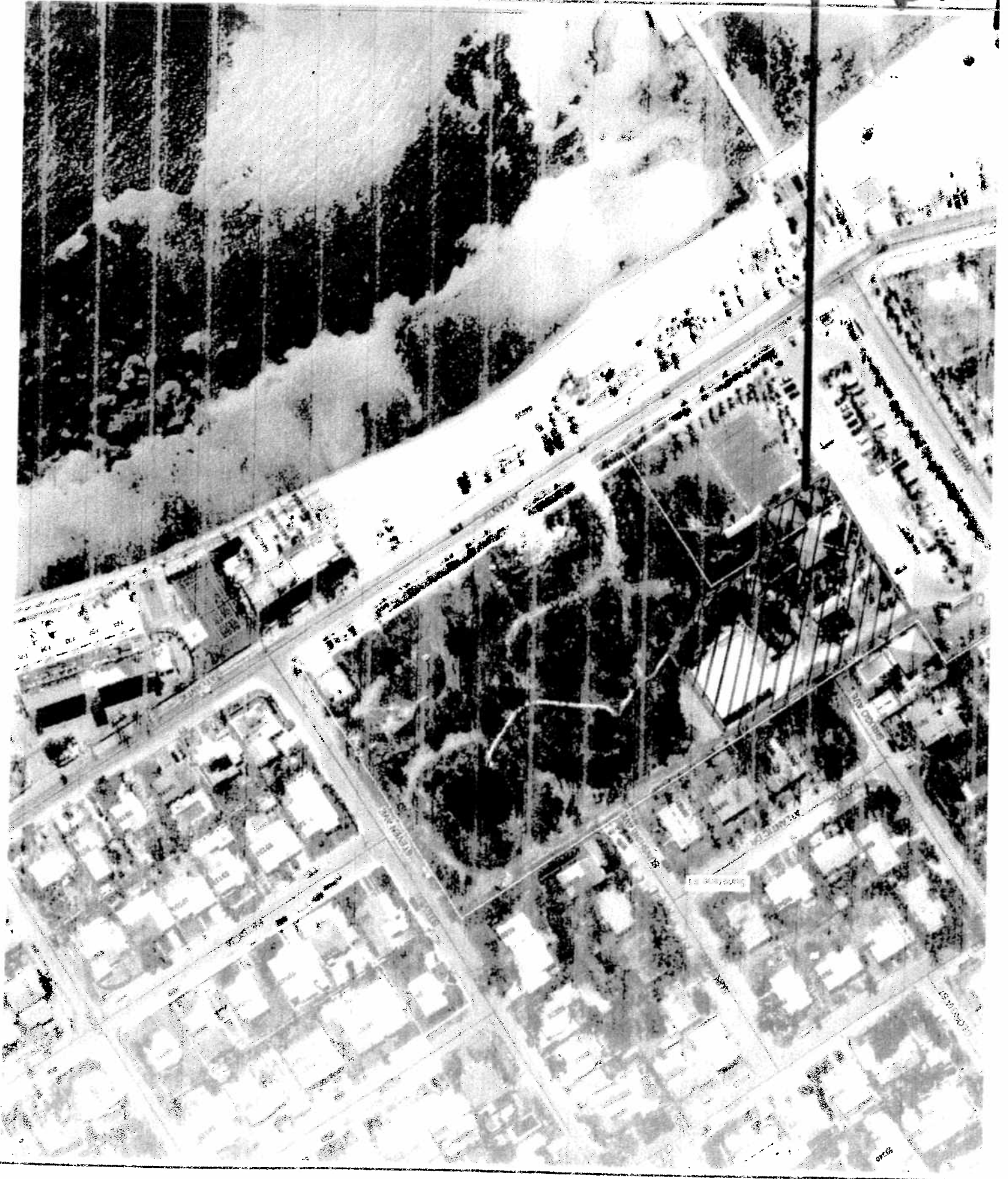
Cheryl Smith  
Cheryl Smith, City Clerk

CONCESSIONAIRE: Key West Wildlife Center, Inc.

By: Craig L. Schaufler  
Craig L. Schaufler, President

Exhibit A.

Subject Property



# Key West Wildlife Center

October 24, 2008

Mark Finigan  
City of Key West  
Assistant City Manager - Administration

Dear Mark,

I am gratified to know that we are progressing together. The following are items you requested:

- ❖ Initial List of Officers
  - President & CEO Craig L. Schaufler, CPA (NY Ret.)
  - Vice President & Treasurer Kelly Grinter, Marathon Wild Bird Rescue
  - Secretary To be determined (Would like someone from the City of Key West)
  
- ❖ Name of Principal
  - Craig L. Schaufler, CPA (NY Ret.)
    - Resume sent as a separate document
  
- ❖ Structure and Mission of Key West Wildlife Center, Inc.
  - Tax exempt under IRS code 501(c)(3)
  - General and Specific Purposes (abstracted from Articles of Incorporation)
    - For the advancement of education, administration of care and other related or corresponding charitable purposes for the benefit of wild birds and wildlife of Monroe County by the distribution of funds for such purposes.
    - To operate exclusively in any other manner for such purposes as will qualify it as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or under any corresponding provisions of any subsequent federal tax laws, covering the distribution to organizations qualified as tax exempt under the Internal Revenue Code, as amended, including private foundations and private operating foundations.
  - The mission of the Center is:
    - To reduce the suffering of sick and injured wild birds and native wildlife;
    - To reduce the occasions of their injury through education;
    - To reduce environmental hazards that places the wildlife at risk;
    - To increase the number of birds, both common and endangered, that are released to live in the wild.
  
- ❖ Assumptions, Obligations and Projected Results of KWWC regarding chicken relocation program:
  - Assumptions:
    - City will provide in kind use of McCoy Indigenous Park buildings and grounds, a pickup truck and \$50,000 annually.

## Key West Wildlife Center

- KWWC will provide for the care of and relocation of excess chickens, in addition KWWC will operate a wildlife center to care for injured wild birds and other wildlife and provide education to city residents and visitors.
- Obligations:
  - City will support and maintain buildings and grounds, provide a pickup truck, encumber and expend agreed upon financial support monthly.
  - KWWC will provide clean natural habitat, daily feeding and medical care and relocation of chickens as needed. KWWC will seek major benefactors, grants and public donations to operate the hospital, habitat and education programs.
- Projected Results:
  - City will reduce the overabundance of chickens, and have a state of the art wildlife center.
  - KWWC will accomplish the charitable and educational missions for which it is founded

Regards,

Craig Schaufler



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[No Events](#)     
[No Name History](#)

Entity Name :

## Detail by Entity Name

### Florida Non Profit Corporation

KEY WEST WILDLIFE CENTER, INC.

### Filing Information

**Document Number** N08000010263  
**FEI Number** NONE  
**Date Filed** 11/07/2008  
**State** FL  
**Status** ACTIVE

### Principal Address

1801 WHITE STREET  
KEY WEST FL 33040

### Mailing Address

1801 WHITE STREET  
KEY WEST FL 33040

### Registered Agent Name & Address

SCHUFLER, CRAIG L  
1801 WHITE STREET  
KEY WEST FL 33040

### Officer/Director Detail

#### **Name & Address**

Title P

SCHAUFLE, CRAIG L  
271 AZALEA ST.  
TAVERNIER FL 33070

Title S

GRINTER, KELLY C  
1 KNIGHTS KEY BLVD.  
MARATHON FL 33050

Title T

ALVITE, NORA

99 ORANGE LANE #1  
ISLAMORADA FL 33036

**Annual Reports**

No Annual Reports Filed

**Document Images**

11/07/2008 -- Domestic Non-Profit

[View image in PDF format](#)

**Note:** This is not official record. See documents if question or conflict.

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No Events

No Name History

[Entity Name](#)



Key West Wildlife Center, Inc.  
1801 White Street  
PO Box 2297  
Key West, Florida 33045

December 15, 2008

Commissioners  
City of Key West  
c/o Mark Finigan  
Assistant City Manager  
Administration

Dear Commissioners,

The following is a brief summary of my association with wildlife and wild birds in particular. Most recently, since May of 2008, I have been associated with the Florida Keys Wild Bird Rehabilitation Center, Inc. located in Tavernier, Fl. My primary duties are office administration and grant writing. In addition I have been involved with bird rescues, assisting in the hospital, habitat maintenance/construction and working in the education center.

Office administration includes maintaining the accounting records, acknowledging gifts, payroll, and required general management of personnel. Grant writing includes researching foundations and corporations that support wild birds. Monitoring the grant process and reporting to the grantors is another key element of these tasks.

In prior years I was associated with the Peregrine Fund, the group responsible for bringing Peregrine Falcons back from the brink of extinction. My initial association was as auditor and financial consultant additionally responsible for internal revenue and state reporting requirements. Subsequent to that I was asked and agreed to become a board member of that 501 (c) (3) organization.

I look forward to assisting the Key West Wildlife Center in fulfilling its contract with the City to relocate excess chickens and becoming a world class wild life center.

Sincerely yours,

Craig Schaufler

Executive Director

**Craig Schaufler, CPA (Ret.)**

271 Azalea Street  
Tavernier, FL 33070  
727-267-2418  
cscpa33@gmail.com

**Experience**

**Professional**

I have operated a Certified Public Accounting practice both as a sole-practice and as a partner since 1978. During that time my firms performed audits of both commercial and non-profit entities; reviewed and compiled financial statement engagements and periodic bookkeeping services. Entities ranged in size from small proprietorships to corporations with eight to ten million in sales. Industries served have been construction, auto dealerships, commercial distributors, hotel/motel, restaurant, professional services, retail, health care, private clubs, and area development agencies.

In addition to attest functions, I have provided consulting and controllership advice to entities during all phases from pre start-up to operations to final sale, merger or liquidation. In connection with these services I have prepared pro-forma financial statements, projections and valuations.

Tax compliance and consulting have been provided for individuals, partnerships, LLC/LLP entities, C type and S type corporations, 501 (C) 3 and 7 organizations, estates and trusts.

**Technical**

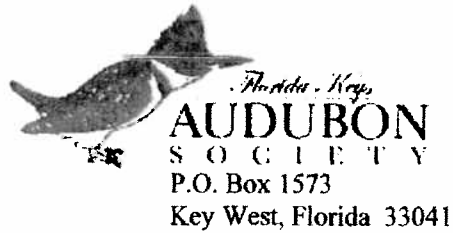
I have worked with a wide variety of accounting software utilized by clients ranging from Quicken to comprehensive mainframe systems specialized to the industry. The firms used Accountants Trial Balance in the performance of independent accounting services. CCH Pro Systems and Intuit Pro Series tax software have been used for preparation of tax returns.

**Supervisory**

Using a team approach I have been responsible for operating an entire professional practice with direct management of up to ten people. Staff positions of those supervised ranged from administrative and clerical assistants to senior certified professional staff. I have mentored, trained and assisted in the professional development of all those who I worked with.

**Education and Licenses**

I am currently licensed as retired in New York #37331 (February 10, 1978). I have maintained the required continuing education in both taxation and accounting. The firms were subject to peer review and were consistently found to be excellent in all areas of practice and administration. I graduated from St. Bonaventure University with a Bachelor of Business Administration.



December 24, 2008

City Commission  
City of Key West  
525 Angela Street  
Key West, Florida 33040

**RE: Key West Wildlife Center, Inc  
Letter of Support**

Dear City Commissioners:

The Florida Keys Audubon Society is in support of the Key West Wildlife Center, Inc. assuming operation of the Key West Rehabilitation Center and Indigenous Park aviary.

Mr. Craig Schaufler, Key West Wildlife Center, Inc. has assured the Florida Keys Audubon Society that access to Indigenous Park, the fresh water pond, and the pavilion will be maintained.

The Florida Keys Audubon Society holds regular evening meetings on the second Monday of the month, October through May. Access to the pavilion and Indigenous Park, to conduct bird walks and maintain the pond, is essential and of utmost importance to the Florida Keys Audubon Society.

The Florida Keys Audubon Society applauds your efforts to provide a wildlife rehabilitation center and aviary to house birds that can not be released into the wild.

Sincerely,



Elizabeth Ignoffo  
President

cc: Mr. Craig Schaufler, President, Key West Wildlife Center, Inc.  
Mr. Mark Finigan, Assistant City Manager, City of Key West

Key West Wildlife Center, Inc.  
PO Box 2297  
1801 White St.  
Key West, FL 33045-2297  
305-292-1008

December 19, 2009

City of Key West  
c/o Mark Finigan  
Assistant City Manager  
Administration  
PO Box 1409  
Key West, FL 33040

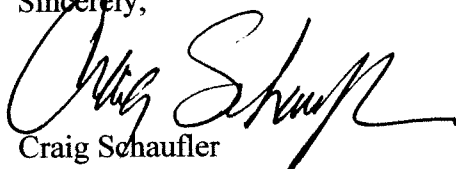
Dear City of Key West,

I respectfully request that the City of Key West transfer the concession agreement approved under resolution 09-010 dated January 9, 2009 from Key West Wildlife Center, Inc. to Key West Wild Bird Center, Inc. effective January 1, 2010.

The reason for the request is that the initial start up and administrative functions of Key West Wildlife Center, Inc. have been completed and Key West Wild Bird Center, Inc. is an operating entity with Michelle Anderson a Certified Wildlife Rehabilitation Specialist as the corporate officer.

Thank you for your consideration in this matter.

Sincerely,



Craig Schaufler  
CEO

December 23, 2009

City of Key West  
c/o Mark Finigan  
Assistant City Manager  
Administration  
PO Box 1409  
Key West, FL 33040

Dear City of Key West,

I respectfully ask for the City to accept Craig Schaufler, CEO of The Key West Wildlife Center, Inc. resignation and to transfer the concession agreement approved under resolution 09-010 dated January 9, 2009 to The Key West Wild Bird Center, Inc., as started by myself, Michelle Anderson. I have been functioning as the licensed wildlife rehabilitator at the Key West Wildlife Center since January 1<sup>st</sup> of 2009. I am grateful to Mr. Schaufler for aiding the center in the initial start up and administrative duties and at this time I am ready to take over leadership of the center myself.


Mr. Finigan has a copy of my resume which details my animal experience. I have been a veterinary technician for over fifteen years and have always had a special interest in working with wild birds. I have enjoyed my time working at the center very much and look forward to helping it reach its maximum potential. I am a licensed wildlife rehabilitator as well as certified veterinary technician in the State of Florida.

I am very fortunate to have Kelly Grinter, licensed rehabilitator and Director of the Marathon Wild Bird Center, as a consultant both in animal and business matters, as she has ran a successful non for profit wildlife center for over 15 years. Her experience and expertise will guide me along the way of directing the Key West Wild Bird Center, Inc.

I am also very lucky to have lifetime Conch and local businessman, Rick Haskins on my Board of Directors. In addition to helping guide me as I set up the business end of the new corporation, Rick also volunteers his time doing after hours wildlife rescues for the center. He will be instrumental in helping to continue to alert and educate the community about our very important mission at the wildlife center: Rescue, Rehabilitate, Release.

It is my full intention to honor the concession agreement made between the wildlife center and the City of Key West. I have read and understood the agreement, and am honored to be representing the city by providing this much needed service to both the wild birds as well as to the community. We will continue to work with the public regarding nuisance and excess chickens, and will do regular trips moving the chickens out of the Keys.

Please feel free to contact me should you have any further questions or concerns. Thank you very much for taking the time to review my request.

Sincerely,  
  
Michelle Anderson  
Key West Wild Bird Center, Inc.  
President, Executive Director

**Michelle Anderson**  
**22941 Blackbeard Lane**  
**Summerland Key, Florida 33042**  
**(305) 744-9878 [off2oregon@hotmail.com](mailto:off2oregon@hotmail.com)**

**Objective:** To obtain a position working with animals in a team-oriented atmosphere

**Education:** December, 1999 *Cleveland State University*, Cleveland, Ohio  
Bachelor of Arts: Communications, Minor: Anthropology

**EXPERIENCE:**

**Key West Wildlife Center, Key West, Florida**----January 2009---present

*Licensed Wildlife Rehabilitator, Certified Veterinary Technician*

- Responsible for rescuing, rehabilitating and releasing wild birds
- Responsible for the care and well being of the permanent avian collection at the center
- Supervise and train all animal care volunteers
- Oversee the wildlife hospital as well as the rehabilitation and exhibit Aviary
- Responsible for the health and well being of incoming nuisance chickens, and the safe transport of said chickens to humane locations outside of the keys
- Advise the public on wildlife concerns and emergencies, focusing on wild birds but available in emergency situations for any wild animal in distress in the Key West vicinity
- On call 24/7 for wildlife emergencies

**Animal Medical Care of Newport, Newport, Oregon**----October 2005---May 2008

*Licensed Veterinary Technician*

- Responsible for all aspects of anesthesia such as induction, intubation, monitoring and assisting surgeon when necessary
- Executed high volume of dentistry procedures including prophylaxis and dental radiography
- Performed diagnostic testing such as in- house blood work, x-ray, and urinalysis
- Performed triage & history taking of incoming patients in addition to client education
- Practice mixed, focus is mainly dogs and cats in addition to small amounts of exotics, large animals, birds and marine mammals
- Worked with seals, sea lions and seabirds from the Oregon Coast Aquarium when hospitalized for medical procedures such as dentistry, diagnostics and surgery
- Attended "Wild West Veterinary Conference" Reno, Nevada, October 2007

**Oregon Coast Aquarium, Newport, Oregon**----July 2005---November 2005

*Seasonal Aviculturist*

- Assisted with food preparation and feeding of seabirds
- Assisted in sanitization of exhibit & food prep areas
- Devised environmental enrichment plan for seabirds in aviary
- Interacted with public when needed while feeding/cleaning aviary
- Assisted in medical treatments of sick/injured sea birds in collection as well as wild rehab birds

**Cleveland Clinic Foundation, Biological Resources Unit, Cleveland, Ohio**----March 2001---June 2005

*Surgical Technician, Environmental Enrichment Coordinator, Registered Laboratory Animal Technician*

- Functioned as a surgery technician for a variety of lab animal species ranging from rodents, dogs, farm animals, and monkeys; gradually changed roles to focus on environmental enrichment while still assisting in surgery when needed
- Designed enrichment programs and documentation for each species encompassing provision of toys, food treats, and human interaction
- Published enrichment article in the April 2004 *Tech Talk* Newsletter: "Holiday Toy Drive"
- Speaker at the District V AALAS Annual meeting in May 2003: "The Use and Environmental Enrichment of Farm Animals in the Laboratory"
- Co-author of "Water leaking in rodent cages: A discussion by the Laboratory Animal Refinement and Enrichment Forum" *Animal Technology and Welfare* 2, 111-114 (2004)
- Attended "Primate Enrichment & Training" Workshop at the 2004 National AALAS meeting, Tampa, Florida

**Michelle Anderson, Continued**

**EXPERIENCE:**

**Animal Emergency Clinic West, Cleveland, Ohio**----October 1998----June 2005

*Veterinary Technician*

- Responsible for medical treatments of hospitalized animals
- Performed in house diagnostics such as blood work and radiography
- Assisted in all aspects of anesthesia for surgical cases

**REGISTRATIONS & LICENSURES**

Certified Veterinary Technician, State of Florida

Licensed Wildlife Rehabilitator, State of Florida

PADI certified Open Water Diver since May of 1998

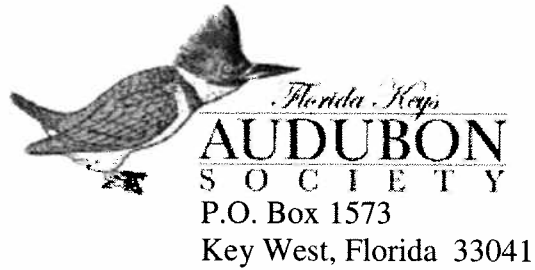
**VOLUNTEER WORK**

**Marathon Wild Bird Center, Marathon, Florida** September 2008—December 2008

Assist with husbandry, medical treatments, rehabilitation and release of a variety of wild birds

**Medina Raptor Center, Medina, Ohio** 2002-2004

Assisted with food prep, cleaning, restraint, medical treatments and transport of rehabilitation birds, namely raptors



January 4, 2010

City Commission  
City of Key West  
525 Angela Street  
Key West, Florida 33040

**RE: Key West Wild Bird Center, Inc.  
Letter of Support**

Dear Mayor Cates and City Commissioners:


The Florida Keys Audubon Society whole-heartedly supports the Key West Wild Bird Center, Inc. assuming operation of the Key West Rehabilitation Center and Indigenous Park aviary.

Ms. Michelle Anderson and her staff have worked tirelessly to rescue, treat and rehabilitate injured birds. She is dedicated to bird welfare and maintenance of the rehabilitation center.

The Florida Keys Audubon Society welcomes the opportunity to support Ms. Anderson and the Key West Wild Bird Center, Inc. in their efforts to care for injured birds and educate the general public about methods to rescue, preserve and protect wild birds.

The Florida Keys Audubon Society applauds your efforts to provide an excellent wild bird rehabilitation center and aviary to rehabilitate, release, and shelter birds that can not be released.

Sincerely,  
Florida Keys Audubon Society

  
Elizabeth Ignoffo  
President

cc: Ms. Michelle Anderson, Key West Wild Bird Center, Inc.  
Mr. Mark Finigan, Assistant City Manager, City of Key West



**Mark Finigan**

---

**From:** michelle anderson [off2oregon@hotmail.com]  
**Sent:** Wednesday, December 23, 2009 2:35 PM  
**To:** Mark Finigan  
**Subject:** FWC

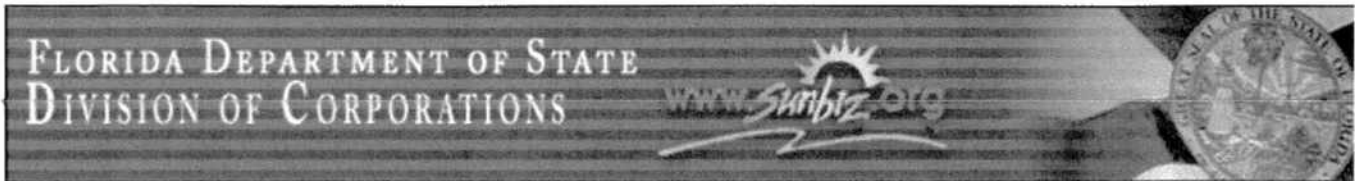
Hello,

Just got off the phone with my FWC inspector, Pat Reynolds. He said we are covered at the center by the exhibition permit until August of 2010. He suggested waiting to change the corporation and person on the permit until I receive the renewal notice in July. In order to switch it right now, I would have to do a whole new application, which is a LENGTHY process. The state of Florida works very slowly at these things! What he will do is come by and do an inspection report in the next week or so, and in that report he will state the transfer of leadership at the center and his support of this fact. He will then send this report to me and I will in turn send the city a copy. Hope that makes sense and will work for the city. It took us several months to get the permit we have and I feel that it will probably take the same length of time for a new corporation, so might as well wait for the renewal and do that then. Lt. Reynolds is quite please with the transfer, great to have his support. Thanks much! Merry Christmas!

Michelle Anderson

---

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 Entity Na

No Events     
 No Name History     

## Detail by Entity Name

### Florida Non Profit Corporation

KEY WEST WILD BIRD CENTER, INC.

### Filing Information

**Document Number** N09000010433  
**FEI/EIN Number** NONE  
**Date Filed** 10/26/2009  
**State** FL  
**Status** ACTIVE

### Principal Address

22941 BLACK BEARD LANE  
SUMMERLAND KEY FL 33042

### Mailing Address

22941 BLACK BEARD LANE  
SUMMERLAND KEY FL 33042

### Registered Agent Name & Address

ANDERSON, MICHELLE  
22941 BLACK BEARD LANE  
SUMMERLAND KEY FL 33042

### Officer/Director Detail

#### **Name & Address**

Title DP

ANDERSON, MICHELLE  
22941 BLACK BEARD LANE  
SUMMERLAND KEY FL 33042

Title DV

ANDERSON, RYAN  
22941 BLACK BEARD LANE  
SUMMERLAND KEY FL 33042

Title DST

HASKINS, RICK

1225 2ND ST  
KEY WEST FL 33040

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

10/26/2009 -- Domestic Non-Profit

[View image in PDF format](#)

**Note:** This is not official record. See documents if question or conflict.

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Entity Na

**No Events**

**No Name History**

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**Ward & Meyers, L.L.C.**  
**Certified Public Accountants**  
**3201 Flagler Avenue, Suite 506**  
**Key West FL 33040**  
**(305) 293-0265 Ext. 3#**  
**Laurie@wardandmeyerscpa.com**

January 2, 2010

RE: Key West Wild Bird Center

To Whom it May Concern;

We have been engaged by Key West Wild Bird Center, Inc. to complete the Application for Tax Exempt Status as soon as possible.

Please feel free to contact me should you have any questions.

Sincerely,

*Laurie Hensley*

Laurie Hensley, CPA

## 2009 Summary, Key West Wildlife Center 1801 White Street

### Wild Birds

- Licensed Wildlife Rehabilitator/Certified Veterinary Technician Salary \$15 per hour, 40 hours per week \$28,800
- Took in over 1100 wild birds
- Feed for wild birds (fish, rodents, bird seed, crickets,etc) \$8000
- Medications and supplies for wildlife hospital \$500

Total for 2009: \$37,300

### Chickens

- Animal Caretaker to feed, clean and care for chickens and assist in re-location process and process incoming chickens from residents of Key West \$15/hour \$40 hours per week \$28,800
- Took in over 900 chickens, all re-located out of Florida Keys
- Bi-monthly trips to Eustis, Florida for re-location @ \$300 per trip for gas and overnight hotel stay \$1800 in 1 year
- Medications and Supplies for healthcare program for incoming chickens
  1. Worming Medication \$200 per year
  2. Vaccinations for Outgoing Chickens: \$150 per year
  3. Medications and medical supplies for sick and injured chickens (conditions such as being hit by cars, poisoned, shot, parasites and disease) \$500 yearly
  4. Licensed Rehabber/CVT to organize and administer medications and do health checks on chickens, care for and treat sick and injured chickens \$28,800 per year (cross-referenced with Wild Bird Care)
- Feed Bill: \$100-\$150 per month depending on amount of chickens in holding at Center, Annual \$1200-1800

Total for 2009 \$33,250

### Center Expenses (for BOTH Wildlife AND chickens)

- Liability Insurance \$150/month \$1800/year
- Car Insurance for rescue truck \$150/month \$1800/year
- Phone/Internet \$150/month \$1800/year
- Gas for Rescues and Center Business \$500/year
- Cleaning Supplies for hospital, aviary and pavilion \$1000 annually
- Office supplies (ink cartridges, paper, pens, etc...) \$500 annually
- Administrator @ \$15/hour 40hrs/week \$28,800 per year

Total for 2009 \$36,200

**Total 2009, Chicken Program, Wild Birds, Center Expenses combined \$106,750**

## **Monthly 2010 Operating Budget Key West Wild Bird Center, Inc.**

- Payroll: \$ 5280 monthly, 3 employees
  1. Director/Wildlife Rehabilitator/Certified Veterinary Technician  
\$15/hour \$2400 monthly
  2. Animal Care Specialist (Chicken and Wild Bird Caretaker)  
\$12/hour \$1920 monthly
  2. Administrative Assistant-part-time 20 hours weekly  
\$12/hour \$960 monthly
  
- Food for Birds \$700-\$1000 monthly total
  1. Fish-\$500-\$700 monthly
  2. Chicken Feed \$100 monthly
  3. Rodents/Chicks \$50-100 monthly
  4. Crickets/Mealworms \$50-\$100 monthly
  5. Bird Seed \$20-\$40 monthly
  
- Cleaning Supplies for Hospital, Aviary and Pavilion \$100 monthly
  
- Medical Supplies for Birds \$50 per month
  
- Transportation of Chickens out of Keys: \$300 per month (includes gas to/from and overnight hotel stay)
  
- Truck Maintenance and Gas for local Chicken and Wildlife Rescues \$50-\$100 per month
  
- Office Supplies \$50 monthly
  
- Liability Insurance \$150 monthly
  
- Truck Insurance \$150 monthly
  
- Internet/Phone \$150 monthly

## **Yearly Budget for Key West Wild Bird Center, Inc. 2010**

- Payroll: \$63,360
- Payroll Taxes \$4,435
- Food: \$12,000
- Chicken Transportation out of Keys: \$3600
- Truck Gas and Maintenance: \$1200
- Liability: \$1800
- Truck Insurance: \$1800
- Internet/Phone: \$1800
- Medical Supplies for Birds \$600
- Cleaning Supplies \$1200
- Office Supplies \$600

**Total Operating Budget 2010: \$92,395**

## ASSIGNMENT OF CONCESSION AGREEMENT

THIS ASSIGNMENT is made this 21 day of January, 2010, by and between Key West Wildlife Center, Inc., a Florida nonprofit corporation, as Assignor, and Key West Wild Bird Center, Inc., a Florida corporation, as Assignee.

The Assignor, in consideration of the covenants and agreements contained herein, assigns and transfers to Assignee that Concession Agreement (hereinafter "Agreement"), dated January 6, 2009, executed by Key West Wildlife Center, Inc., as Concessionaire, and by the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "City"). The Agreement pertains to real property located in Key West, Monroe County, Florida, and more particularly identified on Exhibit "A", attached hereto.

1. The Assignor assigns and transfers unto the Assignee all of its right, title, and interest in and to the Agreement and premises, subject to all the conditions and terms contained in the Agreement. A copy of the Agreement is attached hereto, incorporated by reference, and more particularly described as Exhibit "B".

2. The Assignor herein expressly agrees and covenants that it is the lawful and sole owner of the interest assigned herein; that this interest is free from all encumbrances; and that it has performed all duties and obligations and made all payments required under the terms and conditions of the Agreement.

3. The Assignee herein expressly agrees herein to be liable for all the duties and obligations required by the terms of the Agreement. The Assignee expressly agrees herein to pay all concession fees due after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the Agreement.

4. In the event Assignee files any form of bankruptcy, City shall be entitled to immediate termination of the automatic stay provisions of 11 U.S.C. §362, granting the City complete relief and allowing the City to exercise all of its legal and equitable rights and remedies, including, without limitation, the right to terminate the Agreement and dispossess Assignee from the demised premises in accordance with Florida law. Additionally, Assignee agrees not to directly or indirectly oppose or otherwise defend against the City's effort to gain relief from any automatic stay. The City shall be entitled as aforesaid to the lifting of the automatic stay without the necessity of an evidentiary hearing and without the necessity or requirement of the City to establish or prove the value of the Agreement, the lack of adequate protection of its interest in the Agreement, or the lack of equity in the same. Assignee specifically agrees and acknowledges that the lifting of the automatic stay hereunder by the appropriate bankruptcy court shall be deemed to be "for cause" pursuant to section 362(d)(1).

5. No later than the effective date of this assignment, the Assignee herein expressly agrees to provide to the City proof of the insurance coverage required by paragraph 9f) of the Agreement.

ASSIGNOR: Key West Wildlife Center, Inc.

D. Allen  
Witness as to Assignor

By: Craig Schauffler  
Craig Schauffler, President

\_\_\_\_\_  
Witness as to Assignor

ASSIGNEE: Key West Wild Bird Center, Inc.

Susan P. Harrison  
Witness as to Assignee

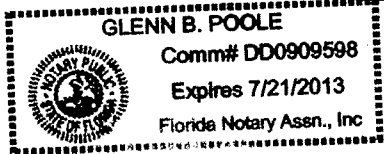
By: Michelle Anderson  
Michelle Anderson, President

\_\_\_\_\_  
Witness as to Assignee

State of Florida        }  
County of Monroe       }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Craig Schauffler, to me personally known or who provided CRS as photo identification, and who executed the foregoing instrument and he acknowledged before me that he executed the same individually and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this 27<sup>th</sup> day of January, 2010.



Glenn B. Poole  
Notary Public, State of Florida

My Commission Expires:



State of Florida }  
County of Monroe }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Michelle Anderson, to me personally known or who provided Florida River's License as photo identification, and who executed the foregoing instrument and she acknowledged before me that she executed the same individually and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this 21st day of January, 2010.



SUSAN P. HARRISON  
Commission DD 652993  
Expires April 8, 2011  
Bonded Thru Troy Fain Insurance 800-386-7019

Susan P. Harrison  
Notary Public, State of Florida

My Commission Expires:

### CONSENT OF CITY

The City of Key West, Florida, a municipal corporation, a party to the Concession Agreement dated January 6, 2009, and referred to in the Assignment above, herein expressly consents to that Assignment.

The City also consents to the agreement by the Assignee to assume, after the effective date of the Assignment, the payment of concession fees and the performance of all duties and obligations as set forth in the Agreement and accept Assignee as Concessionaire in the place of Key West Wildlife Center, Inc., alone.

City's consent herein is expressly contingent upon City's receipt of the proof of insurance referred to herein above.

CITY OF KEY WEST, FLORIDA

Angie Budde  
Witness as to City

Angie Budde  
Witness as to City

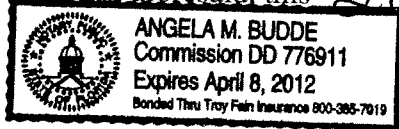
By: J. K. Scholl  
Jim Scholl, City Manager

ATTEST  
Cheryl Smith  
Cheryl Smith, City Clerk

State of Florida        }  
County of Monroe       }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Jim Scholl, to me personally known or who provided personally known as photo identification, and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this 21 day of January, 2010.



*Angela M. Budde*  
\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

EXHIBIT A

Subject  
Property



EXHIBIT B

RESOLUTION NO. 09-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED CONCESSION AGREEMENT BETWEEN THE CITY AND KEY WEST WILDLIFE CENTER, INC.; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Concession Agreement between the City OF Key West and Key West Wildlife Center, Inc. is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of January, 2009.

Authenticated by the presiding officer and Clerk of the Commission on January 9, 2009.

Filed with the Clerk January 9, 2009.

  
MORGAN MCPHERSON, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

# EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: Mark Finigan, Assistant City Manager

DATE: December 19, 2008

SUBJECT: Concession Agreement - Key West Wildlife Center, Inc.



## **Action statement:**

Approval is requested by the City Commission of a Concession Agreement between the City of Key West and the Key West Wildlife Center, Inc. Additionally, the City Commission is requested to allow the City Manager to execute the resulting Concession Agreement.

## **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. It appears that Suncoast Seabird Sanctuary, Inc. was ending its presence in the Florida Keys. Concerned about the lack of an organized wildlife center at the lower end of the Keys, the leadership of the Marathon Wild Bird Center, Inc. stepped forward to fill the impending departure of Suncoast. There were several changes to the concession agreement as part of the first amendment:

1. The agreement modified the term to September 20, 2006 through September 19, 2011.
2. Granting the concessionaire the right to use the newly constructed aviary for the rehabilitation and release or rehabilitation and permanent educational habitat for injured wildlife.
3. All utilities associated with the wildlife center would be paid for by the City, not the concessionaire.

The change in responsibility for utilities marked the first recognition of the concessionaire playing a vital and instrumental role in solving the City's chicken problem. The concessionaire while under the administration of the Suncoast group assisted the City in the relocation of chickens to a humane, out of the Florida Keys, safe haven for the local fowl. The excellent cooperation between the City and the

concessionaire continued for the last two years under the Marathon Wild Bird Center, Inc. During this period the City would provide manpower and supplies/materials to care and feed for the chickens. The Marathon Wild Bird Center, Inc. would augment the City's efforts with manpower (primarily volunteers) and transportation for the relocation efforts. The City would reimburse the Center for reasonable travel expenses. After inspection of the records it is clear the City's chicken relocation successes would have never been realized without the commitment of the concessionaire. Though there remains a large chicken population throughout the community, the proliferation the City had been experiencing has been placed in check and today we manage the problem – the problem does not control us.

On September 19, 2008 the City was notified by the Marathon Wild Bird Center, Inc. of their need to terminate the agreement, citing the financial and logistical challenges of managing two wildlife centers, one in the middle keys and one in the lower keys. The Marathon Wild Bird Center, Inc. has pledged their commitment to the management of wildlife center and the chicken relocation program until a new concessionaire is in place.

So who is the new concessionaire? Key West Wildlife Center, Inc. is a non-profit corporation of the State of Florida, organized and directed by Mr. Craig Schaufler. A professional resume is attached as well as a resume detailing Mr. Schaufler's history with wildlife organizations. The new concessionaire and Craig Schaufler are endorsed by the Marathon Wild Bird Center, Inc. The executive director of the Marathon Wild Bird Center, Inc., Kelly Grinter, will be an officer on the board of Key West Wildlife Center, Inc. The term of the new concession agreement is for three years from the date of execution with the option for an additional two-year period, at the sole discretion of the City. Other important aspects of the concession agreement with Key West Wildlife Center, Inc. are as follows:

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. 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.

**Financial Impact:**

The City has traditionally budgeted for and been responsible for the costs associated in administering the chicken relocation costs. Such costs have included the salary of a Part Time Park Ranger, chicken feed, traps, travel and other miscellaneous expenses. We have such costs budgeted in the City's Fiscal Year 08-09 budget.

Part Time Ranger	\$33,500.00
Expenses	\$10,000.00 (Approx. per annum)

Additionally, the City was required to clean and close the restrooms using City staff. We estimate this cost at \$4,000 to \$5,000 annually.

Under the agreement with Key West Wildlife, Inc. we will shift the 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.

Please note, upon approval of this Agreement the City will amend the FY 08-09 operating budget and reallocate costs from those object codes reflecting management and administration by the City to the object code reflecting the concessionaire assuming responsibly – a payment of \$4,166.66 per month (\$50,000 annually).

**Recommendation:**

Approve the Concession Agreement between the City of Key West and the Key West Wildlife Center, Inc. and to allow the City Manager to execute same.

Authorize the transfer of budget appropriation between the personal services category and the operating category necessary to fulfill the compensation obligation to the Concessionaire.

## CONCESSION AGREEMENT

This Concession Agreement made this 6th day of January, 2009, by and between The City of Key West, a municipal corporation, (hereinafter referred to as "City") and Key West Wildlife Center, Inc., a non-profit corporation of the State of Florida, (hereinafter referred to as "Concessionaire").

Whereas, the City is the owner of the property identified on Exhibit A, attached hereto, located in Monroe County, Florida (hereinafter referred to as the "Property"); and

Whereas, the City desires to make available the Property to the Concessionaire for the operation of a wildlife center, providing rehabilitation and release or rehabilitation and permanent educational habitat for injured wildlife; and

Whereas, the City requires relocation of chickens out of the City; and

Whereas, the Key West Wildlife Center, Inc. in exchange for use of the subject property described above agrees to administer a chicken relocation program as agreed upon by both parties.

Now, therefore, the parties mutually agree as follows:

(a) **Concession Term:** The City grants Concessionaire the right to use the Property to operate Concessionaire's headquarters. Such use shall be limited to retrieving, rehabilitating, and releasing injured migratory birds, land mammals and reptiles and to conducting educational classes dealing with migratory birds, land mammals and reptiles as well as administer the chicken relocation program. The City grants to Concessionaire the Property for a term of three years, and the City reserves the right to exercise an option term of an additional two-year period at its sole discretion. This Agreement shall commence upon its execution.

(b) **Concession Fee:** Concessionaire shall pay an annual fee of \$10.00 to the City.

(c) **Employees:** At its own expense, the Concessionaire shall furnish employees as may be necessary in the operation of the Concessionaire's activities pursuant to this Agreement. Employees of Concessionaire shall not accrue any of the rights or benefits of a City employee.

(d) **Utilities:** 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 in furtherance of this Agreement, including but not limited to electricity, water, solid waste and sewer service. Concessionaire expressly agrees herein to be responsible for payment of telephone and television service.

(e) **Compliance with laws:** The Concessionaire agrees that it will, at its sole cost and expense, comply with all federal, state and local laws and ordinances and further agrees that it will abide by all applicable rules and regulations that are now in or hereafter may be enforced by all applicable rules and regulations that are now in or hereafter may be enforced by the City.

(f) **Insurance:** Concessionaire agrees to provide at its expense comprehensive liability insurance insuring itself and the City against all claims of damages or injury to persons or property



arising for any reason out of the Concessionaire's use of the Property, or arising out of its activities related to the concession use, or otherwise arising from its exercise of rights or failure to perform obligations pursuant to this Agreement. The insurance policy shall be written by a solvent insurance company in good standing and fully licensed to do business in Florida, and shall provide a minimum of \$300,000 coverage for bodily injury and property damage. The policy shall show the City as a named insured, and shall provide that it cannot be canceled or revoked except after a minimum of 30 days written notice to City. A true copy of the insurance contract shall be filed with the City Clerk within 10 days after execution of this Agreement, and shall be maintained on file throughout the concession Term. Concessionaire's failure to maintain the insurance policy in full force and effect at any time during the Term shall be a default hereunder, and upon such default Concessionaire shall immediately suspend all concession use and shall provide to City written notice of the default. If applicable, the Concessionaire shall also obtain Workers' Compensation insurance for each of its employees

City shall obtain property damage insurance to cover the value of each structure on the Property. Concessionaire shall be responsible for its equipment, supplies and other materials used in the prosecution of its activities outlined under this Agreement.

The insurance amounts here provided shall not in any way operate to limit or release, or be construed to limit or release, Concessionaire from any liability to City, or from any obligation to indemnify City as provided herein. Insurance amounts are minimum requirements, and shall be supplemented by Concessionaire as necessary to meet its obligations, and to fully indemnify the City, as provided in this Agreement.

(g) **Indemnification:** The Concessionaire shall protect and indemnify the City and its employees or agents from and against any damages, penalties, fines, judgments or charges that may be imposed or incurred by reason of the violation or breach of any law or regulation or by reason of any act, neglect or omission of the Concessionaire. The Concessionaire shall indemnify the City and its employees or agents from any judgment or claim recovered or asserted for personal injury or property damage sustained or claimed to have been sustained by reason of any of the activities covered by the terms of this agreement and shall pay all expenses and costs connected with the defense of such judgment or claims. The Concessionaire shall not be liable and shall not indemnify for any damage, injury or loss occasioned by the negligence of the City, its employees or agents.

These covenants shall survive the termination of this Agreement. Nothing contained herein is intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

(h) **Repair and maintenance:** The City shall be responsible for maintaining the structural and mechanical aspects of the improvements located on the Property, including plumbing and electrical. The Concessionaire shall be responsible for daily cleaning of the Property, to include the restrooms, and shall be responsible for the purchase of necessary supplies and/or materials to do so.

(h) **Termination by City:** The City shall have the right to terminate this Agreement upon the happening of any of the following:

- (1) The abandonment or discontinuance of operation by Concessionaire.
- (2) The failure of the Concessionaire to perform any of the terms and conditions of this Agreement after the expiration of 30 days from the date written notice has been given by the City to the Concessionaire to correct such default or breach.

(3) In the event of emergency, the City requires use of the Property.

(i) **Termination by Concessionaire:** The Concessionaire shall have the right to terminate this Agreement after the expiration of 90 days from the date written notice has been given by the Concessionaire to the City.

(j) **Relocation of Chickens:** The Concessionaire expressly agrees to accept all healthy and unhealthy chickens which are delivered to the Property by the general public or the City. The Concessionaire expressly agrees herein 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. 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, retroactive to November 1, 2008. Concessionaire shall maintain accounting records sufficient to segregate the aforementioned operating costs of the wildlife center from the Concessionaire's obligations pursuant to this paragraph. Concessionaire will provide the City a full biannual report of such costs and effectiveness of the chicken location program. Monthly compensation will be reviewed annually by the City and the Concessionaire to ensure the costs of administering the chicken relocation program is fair and reasonable to both parties. Any change in the monthly compensation will require the agreement of both parties. Additionally, the monthly compensation amount is subject to continued appropriation in the City of Key West annual budget. In the event of an impending hurricane or other natural disaster, Concessionaire shall transport all chickens out of the City pursuant to the direction of the City Manager or his designee. No later than thirty days from the effective date of this Agreement, City shall provide a truck and trailer to Concessionaire for Concessionaire to utilize to relocate chickens. City expressly agrees herein to immediately transfer the title of the truck and trailer into the name of Concessionaire. Further, Concessionaire expressly agrees to obtain comprehensive and liability insurance for the truck and trailer in the amount stipulated by the City and to name the City of Key West as an additional insured on the policy. The Concessionaire expressly agrees herein to transfer title back to City at the termination of this Agreement.

(k) **Relocation of Wildlife to Aviary and Operation of Facilities:** No later than 90 days from the effective date of this agreement, Concessionaire shall relocate all wildlife (to include chickens) to the aviary located on the Property. Thereafter, all wildlife (to include chickens) shall be housed in the aviary.

Concessionaire agrees to operate the facilities using Best management Practices. Concessionaire further agrees to take all steps necessary to assure no fecal material occurs as a result of the direct or indirect actions of the concessionaire.

(l) **City access to McCoy Indigenous Park and Pavillions :** Concessionaire expressly agrees herein that access by the general public to the McCoy Indigenous Park will be between the hours of 9:00 am and 6:00 pm every day of the week to include all holidays. City shall have 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. City may decide at a future date to authorize the concessionaire the responsibility of scheduling and administering events held at the pavilions.

(m) **Federal Approval:** The parties acknowledge that City's authority to enter into this agreement is subject to review and approval of the Director of the United States Department of the Interior, National Park Service, as provided in Quitclaim Deed executed on April 21, 1973, between City and the United States of America. Accordingly all rights conferred herein by City to Concessionaire are granted entirely subject to such approval.

(n) **Section 1.31:** Unless waived by the city commission, the Concessionaire must submit to the appropriate background check pursuant to Section 1.31 of the Key West Code of Ordinances. Compliance with Section 1.31 is a condition of the effective commencement of this Agreement.

(o) **Assignment, Sub-lease, Transfer of Control:** This concession shall be a privilege to be held by the Concessionaire for the benefit of the public. The concession cannot under any circumstances be assigned, or control thereof be transferred, by any means whatsoever without the prior written consent of the City, and then only under such conditions as the City may establish. Any purported transfer of control of or sublease or assignment of this concession without prior written authorization by the City Commission shall be null and void. The authorization shall be at the absolute discretion of the City.

(p) **Captions:** Headings labeling any provision herein are for convenience only, and shall not in any way be construed as affecting, limiting expanding, or stating the contents or intent of this Agreement.

(q) **Entire Agreement:** This Agreement sets forth all the promises and agreements between City and Concessionaire. No subsequent alteration, amendment or change to this Agreement shall be binding upon City or Concessionaire unless reduced to writing and duly executed by both parties.

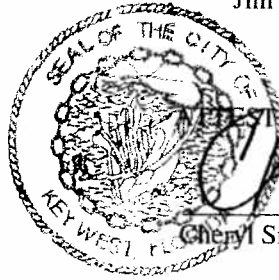
(r) **Partial Invalidity:** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

(s) **Governing Law:** This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF KEY WEST

By: J. K. Scholl  
Jim K. Scholl, City Manager



Cheryl Smith  
Cheryl Smith, City Clerk

CONCESSIONAIRE: Key West Wildlife Center, Inc.

By: Craig L. Schaufler  
Craig L. Schaufler, President



# Key West Wildlife Center

October 24, 2008

Mark Finigan  
City of Key West  
Assistant City Manager - Administration

Dear Mark,

I am gratified to know that we are progressing together. The following are items you requested:

- ❖ Initial List of Officers
  - President & CEO Craig L. Schaufler, CPA (NY Ret.)
  - Vice President & Treasurer Kelly Grinter, Marathon Wild Bird Rescue
  - Secretary To be determined (Would like someone from the City of Key West)
  
- ❖ Name of Principal
  - Craig L. Schaufler, CPA (NY Ret.)
    - Resume sent as a separate document
  
- ❖ Structure and Mission of Key West Wildlife Center, Inc.
  - Tax exempt under IRS code 501(c)(3)
  - General and Specific Purposes (abstracted from Articles of Incorporation)
    - For the advancement of education, administration of care and other related or corresponding charitable purposes for the benefit of wild birds and wildlife of Monroe County by the distribution of funds for such purposes.
    - To operate exclusively in any other manner for such purposes as will qualify it as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or under any corresponding provisions of any subsequent federal tax laws, covering the distribution to organizations qualified as tax exempt under the Internal Revenue Code, as amended, including private foundations and private operating foundations.
  - The mission of the Center is:
    - To reduce the suffering of sick and injured wild birds and native wildlife;
    - To reduce the occasions of their injury through education;
    - To reduce environmental hazards that places the wildlife at risk;
    - To increase the number of birds, both common and endangered, that are released to live in the wild.
  
- ❖ Assumptions, Obligations and Projected Results of KWWC regarding chicken relocation program:
  - Assumptions:
    - City will provide in kind use of McCoy Indigenous Park buildings and grounds, a pickup truck and \$50,000 annually.

## Key West Wildlife Center

- KWWC will provide for the care of and relocation of excess chickens, in addition KWWC will operate a wildlife center to care for injured wild birds and other wildlife and provide education to city residents and visitors.
- Obligations:
  - City will support and maintain buildings and grounds, provide a pickup truck, encumber and expend agreed upon financial support monthly.
  - KWWC will provide clean natural habitat, daily feeding and medical care and relocation of chickens as needed. KWWC will seek major benefactors, grants and public donations to operate the hospital, habitat and education programs.
- Projected Results:
  - City will reduce the overabundance of chickens, and have a state of the art wildlife center.
  - KWWC will accomplish the charitable and educational missions for which it is founded

Regards,

Craig Schauffler



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Entity Name:

## Detail by Entity Name

### Florida Non Profit Corporation

KEY WEST WILDLIFE CENTER, INC.

### Filing Information

**Document Number** N08000010263  
**FEI Number** NONE  
**Date Filed** 11/07/2008  
**State** FL  
**Status** ACTIVE

### Principal Address

1801 WHITE STREET  
KEY WEST FL 33040

### Mailing Address

1801 WHITE STREET  
KEY WEST FL 33040

### Registered Agent Name & Address

SCHUFLER, CRAIG L  
1801 WHITE STREET  
KEY WEST FL 33040

### Officer/Director Detail

#### **Name & Address**

Title P

SCHAUFLE, CRAIG L  
271 AZALEA ST.  
TAVERNIER FL 33070

Title S

GRINTER, KELLY C  
1 KNIGHTS KEY BLVD.  
MARATHON FL 33050

Title T

ALVITE, NORA

99 ORANGE LANE #1  
ISLAMORADA FL 33036

### **Annual Reports**

**No Annual Reports Filed**

### **Document Images**

11/07/2008 -- Domestic Non-Profit

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**Note:** This is not official record. See documents if question or conflict.

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Key West Wildlife Center, Inc.  
1801 White Street  
PO Box 2297  
Key West, Florida 33045

December 15, 2008

Commissioners  
City of Key West  
c/o Mark Finigan  
Assistant City Manager  
Administration

Dear Commissioners,

The following is a brief summary of my association with wildlife and wild birds in particular. Most recently, since May of 2008, I have been associated with the Florida Keys Wild Bird Rehabilitation Center, Inc. located in Tavernier, Fl. My primary duties are office administration and grant writing. In addition I have been involved with bird rescues, assisting in the hospital, habitat maintenance/construction and working in the education center.

Office administration includes maintaining the accounting records, acknowledging gifts, payroll, and required general management of personnel. Grant writing includes researching foundations and corporations that support wild birds. Monitoring the grant process and reporting to the grantors is another key element of these tasks.

In prior years I was associated with the Peregrine Fund, the group responsible for bringing Peregrine Falcons back from the brink of extinction. My initial association was as auditor and financial consultant additionally responsible for internal revenue and state reporting requirements. Subsequent to that I was asked and agreed to become a board member of that 501 (c) (3) organization.

I look forward to assisting the Key West Wildlife Center in fulfilling its contract with the City to relocate excess chickens and becoming a world class wild life center.

Sincerely yours,

Craig Schaufler

Executive Director

**Craig Schaufler, CPA (Ret.)**

271 Azalea Street  
Tavernier, FL 33070  
727-267-2418  
escpa33@gmail.com

**Experience**

**Professional**

I have operated a Certified Public Accounting practice both as a sole-practice and as a partner since 1978. During that time my firms performed audits of both commercial and non-profit entities; reviewed and compiled financial statement engagements and periodic bookkeeping services. Entities ranged in size from small proprietorships to corporations with eight to ten million in sales. Industries served have been construction, auto dealerships, commercial distributors, hotel/motel, restaurant, professional services, retail, health care, private clubs, and area development agencies.

In addition to attest functions, I have provided consulting and controllership advice to entities during all phases from pre start-up to operations to final sale, merger or liquidation. In connection with these services I have prepared pro-forma financial statements, projections and valuations.

Tax compliance and consulting have been provided for individuals, partnerships, LLC/LLP entities, C type and S type corporations, 501 (C) 3 and 7 organizations, estates and trusts.

**Technical**

I have worked with a wide variety of accounting software utilized by clients ranging from Quicken to comprehensive mainframe systems specialized to the industry. The firms used Accountants Trial Balance in the performance of independent accounting services. CCH Pro Systems and Intuit Pro Series tax software have been used for preparation of tax returns.

**Supervisory**

Using a team approach I have been responsible for operating an entire professional practice with direct management of up to ten people. Staff positions of those supervised ranged from administrative and clerical assistants to senior certified professional staff. I have mentored, trained and assisted in the professional development of all those who I worked with.

**Education and Licenses**

I am currently licensed as retired in New York #37331 (February 10, 1978). I have maintained the required continuing education in both taxation and accounting. The firms were subject to peer review and were consistently found to be excellent in all areas of practice and administration. I graduated from St. Bonaventure University with a Bachelor of Business Administration.



December 24, 2008

City Commission  
City of Key West  
525 Angela Street  
Key West, Florida 33040

**RE: Key West Wildlife Center, Inc  
Letter of Support**

Dear City Commissioners:

The Florida Keys Audubon Society is in support of the Key West Wildlife Center, Inc. assuming operation of the Key West Rehabilitation Center and Indigenous Park aviary.

Mr. Craig Schaufler, Key West Wildlife Center, Inc. has assured the Florida Keys Audubon Society that access to Indigenous Park, the fresh water pond, and the pavilion will be maintained.

The Florida Keys Audubon Society holds regular evening meetings on the second Monday of the month, October through May. Access to the pavilion and Indigenous Park, to conduct bird walks and maintain the pond, is essential and of utmost importance to the Florida Keys Audubon Society.

The Florida Keys Audubon Society applauds your efforts to provide a wildlife rehabilitation center and aviary to house birds that can not be released into the wild.

Sincerely,

Elizabeth Ignoffo  
President

cc: Mr. Craig Schaufler, President, Key West Wildlife Center, Inc.  
Mr. Mark Finigan, Assistant City Manager, City of Key West