

REQUEST FOR ACTION: CONTRACT

Version: 07/11/2001b

AGENDA FOR: MAYOR COUNCIL AUTHORITY: DATE: May 25, 2011
 Tulsa City Clerk's Office: 596-7513 or 596-7514

FOR INFORMATION CONTACT:

DEPARTMENT: PARK AND RECREATION CONTACT NAME: Dwain E Midget
 ADDRESS: 175 2nd Street TELEPHONE: 918-596-7130
 CONTRACT TYPE: Other CONTRACT #: ~~26735~~ 28747
 CONT. DOC. TYPE: _____ AMOUNT: \$3,796,711.50
 PROJECT TITLE: _____
 CONTRACTOR: TULSA ZOO MANAGEMENT, INC
 BID/TAC/PROJECT #: _____ EXTENSION DAYS: _____ COMMODITY CODE: _____
 AMENDMENT/CHANGE #: _____ PERCENT: _____ TOTAL PERCENT: _____ COUNCIL DIST: _____

SUMMARY:

This is a Management Agreement between the City of Tulsa(City) and Tulsa Zoo Management, Inc (TZMI) and Oklahoma not-for-profit. TZMI wishes to renew the Management Agreement dated December 17, 2010, so that the annual appropriations for the Tulsa Zoo and Living Museum for fees to be paid by the City to TZMI are made as part of the City's budget process.

- Attached:
 TZMI letter for appropriation request
 Certificate of Liability Insurance
 Calculations of Agreement's amount
 Encumbrance Form

SEND TO A/P
 JUN 02 2011

BUDGET:	FINANCE DIRECTOR APPROVAL:	REVIEWED BY
FUNDING SOURCE(S): 1080-5311901-005063		JUN 02 2011
		ACCOUNTS PAYABLE

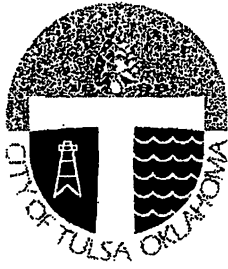
REQUEST FOR ACTION: *All department items requiring Council approval must be submitted through Mayor's Office.*
 Respectfully request the Mayor approve this appropriation.

DEPARTMENT HEAD APPROVAL: <u><i>Dwain E Midget</i></u>	DATE: <u>5-26-11</u>
CITY ATTORNEY APPROVAL: _____	_____
BOARD APPROVAL: _____	_____
MAYORAL APPROVAL: <u><i>[Signature]</i></u>	<u>6-6-11</u>
OTHER: _____	_____

FOR CITY COUNCIL OFFICE USE ONLY: DATE RECEIVED: _____
 COMMITTEE: _____ COMMITTEE DATE(S): _____ FIRST AGENDA DATE: _____
 HEARING DATE: _____ SECOND AGENDA DATE: _____ APPROVED: _____

For City Clerk's Office Use Only (Agenda Date: MMDDYYYY; Sec #: Dept ##, Item ##, Sub-Item ##, Status: S=Synopsis):

06 - 06 - 2011
3
16
1



CONTRACT ENCUMBRANCE CHECKLIST

ACCOUNTS PAYABLE SECTION

TZM1
Vendor name

- 1. Funds appropriated to cover contract amount. _____
- 2. Account numbers are correct. _____ ✓

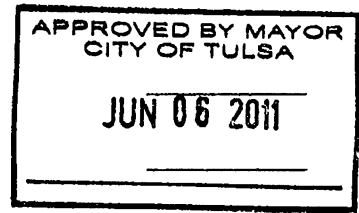
[Signature] 6/2/11
 ASSISTANT CONTROLLER/ACCOUNTING MGR DATE

CAPITAL PLANNING SECTION

- 1. Contract in accordance with ordinances or bond indentures. n/a
- n/a n/a
 _____ DATE
 MANAGER - CAPITAL PLANNING SEC.

CITY CLERK SECTION

- 1. Mayor approved contract.
- 2. _____ Contract number assigned.



 DEPUTY CITY CLERK DATE

ACCOUNTS PAYABLE SET UP SECTION

W-9 on file

- 1. Contract encumbered. _____

 ACCOUNTS PAYABLE CLERK DATE

CONTRACT ENCUMBRANCE Date: 05/25/11

New Contract Change Order Quantity Increase
 Annual Renewal Amendment Quantity Decrease

Contractor
 Tulsa Zoo Management, Inc(TZMI)
 Purpose of Contract and Contract Number
 026755C

Fund	Account	Center	Project	Amount
1080	5311901	005063		\$3,796,711.50
TOTAL ORIGINAL CONTRACT AMOUNT				\$3,796,711.50

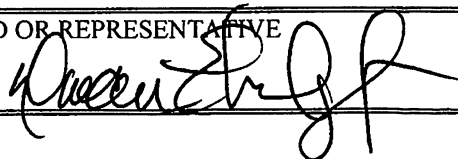
APPROVED BY MAYOR
 CITY OF TULSA

 JUN 06 2011

LIST CHANGE ORDERS BELOW (Include all increases or decreases)

REVISED CONTRACT AMOUNT				\$

Comments: To renew contract for operation of the Tulsa Zoo

APPROVED - DEPARTMENT HEAD OR REPRESENTATIVE
 5-26-11

May 20, 2011



6421 East 36th Street North Tulsa, OK 74115-2121
tel: 918 669-6600 fax: 918 669-6610
www.tulsazoo.org

Mayor Dewey Bartlett
City of Tulsa
One Technology Center
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103

Dear Mayor Bartlett:

The public-private partnership created between Tulsa Zoo Management, Inc., (TZMI) and the City of Tulsa for management of the Tulsa Zoo was an initial step to restore the Tulsa Zoo as a premier institution and to ensure its long-term success as a treasured community asset. This letter serves as TZMI's official notice to the City that TZMI wishes to renew the Management Agreement between the parties dated December 17, 2010 (Agreement), so that the annual appropriations for the Tulsa Zoo and Living Museum for fees to be paid by City to TZMI are made as part of the City's budget process.

The City transferred \$1,442,500 for fiscal year 2010-2011. The appropriations for 2011-2012 are as follows, unless other provisions in the Agreement are invoked: \$3,546,000 Management Fee less \$47,400 for zookeeper position #3931-0014; \$275,000 Maintenance Fee; sufficient funds for the City to pay all utilities at the Zoo for fiscal year 2012; \$23,111.50 which is 25% of the premium cost for comprehensive general liability insurance and commercial liability insurance coverage for the Zoo; and City payment of property casualty insurance coverage for the Zoo Real Property, all as set forth in the Management Agreement between the parties dated December 17, 2010.

Please accept this letter as TZMI's official notice for the appropriation that supports the Tulsa Zoo and Living Museum, beginning July 1, 2011 and continuing through June 30, 2012.

I look forward to the continued success of the Tulsa Zoo and Living Museum and our partnership and what we can achieve moving forward to insure the Zoo's success.

Sincerely,

A handwritten signature in black ink, appearing to read "Phil Lakin, Jr.", with a stylized flourish at the end.

Phil Lakin, Jr.
President, Board of Directors

cc: Mike Kier, Director of Finance, City of Tulsa
Melissa Easterling, Director of Finance, TZMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 5/18/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

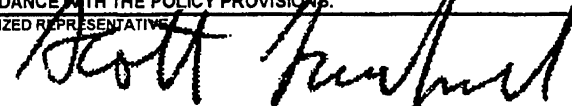
PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: Ron Norton, CIC, AAI	
	PHONE 800-637-4757 FAX (A/C, No. Ext): (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED TULSA ZOO MANAGEMENT, INC. 6421 E. 36TH STREET NORTH TULSA, OK 74115	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: NATIONAL CASUALTY COMPANY	11991
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 1605217 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			KKO0001518300	12:01AM 1/01/11	12:01AM 1/01/12	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ NONE PRODUCTS-COMP/OP AGG \$ 5000000 Part Lgl Liab \$ 1000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KKO0001518300	12:01AM 1/01/11	12:01AM 1/01/12	COMBINED SINGLE LIMIT (Ea Accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$			XXO0001518200	12:01AM 1/01/11	12:01AM 1/01/12	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STAT-UTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 PROOF OF COVERAGE.

CITY OF TULSA ONE TECHNOLOGY CENTER 175 E 2ND STREET 5TH FLOOR TULSA, OK 74103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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	Cost	Adjustment
2011-2 agreement	\$ 3,546,000.00	
less 1 3931-0014		\$ 47,400.00
Maintenance Fee	\$ 275,000.00	
City pays utilities (internal)		
25% insurance premium	\$ 23,111.50	
City payment of casualty insurance (internal)		
Totals	<u>\$ 3,844,111.50</u>	\$ 47,400.00
Adjusted total	<u><u>\$ 3,796,711.50</u></u>	

AFFIDAVIT OF CLAIMANT

STATE OF Oklahoma)
)SS.
COUNTY OF Tulsa)

CONTRACT # 28747

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with the terms of Title 5, Chapter 1, Section 110 of Tulsa Revised Ordinances relating to equal employment opportunity.

Company: Tulsa Zoo Management, Inc.

TIN: 73-0930870

Title: Holly Becker
Interim Executive Director

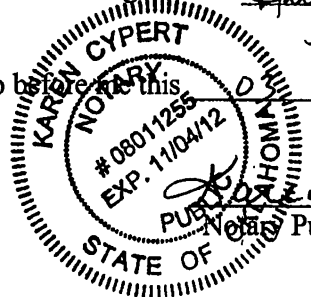
Remit to Address: 6421 E. 36th St. Mo.

City, State, Zip: TULSA, OK 74115

Phone: 918-469-6606

Signature: Holly Becker

Subscribed and sworn to before me this 07 day of June, 2011



My commission expires:
11-04-12

Commission Number
0801255