

Gold Coast Railroad Museum

The BBC GOB bond program included a line item for Not-for-profit organizations that totaled \$30 million. The CAC approved an item in 2007 that allocated the \$30 million to 37 groups, one of which was the Gold Coast Railroad Museum (Museum) located on County owned land. The BBC GOB grant funds of \$489,132 are for the renovation of the railroad infrastructure within the Museum property and establish a means of on-site circulation.

Finalizing the grant agreement required the County to complete the revised General Plan for the Museum property. The Plan is now complete and will be heard by the Board of County Commissioners (Board) in mid-April. The Plan provides for the final location of the proposed new track needed to support railroads and on-site circulation.

The Museum currently has 13 years remaining on their lease with Miami-Dade County's Park Department (Parks) and the BBC GOB Administrative Rules require site control for a minimum of 25 years. Parks is in the process of extending the lease with the Museum and this agenda item is expected to be heard by the Board this summer.

Timing is critical for the Museum because if they are not able to enter into an agreement with their contractor by February, they will be need to wait until next year to order the tracks and have them installed. To allow the grant agreement to be signed, and a contract for the purchase and installation of the tracks to be signed, Commission Moss has agreed to sponsor a resolution requesting the site control provision in the BBC GOB to be waived.

**MIAMI-DADE COUNTY
BUILDING BETTER COMMUNITIES
GRANT AGREEMENT**

**GOB Project Number 223-75300
Extension of Tracks and Addition of Associated Equipment**

This Agreement (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and Gold Coast Railroad Museum, Inc., a Florida nonprofit corporation (the "Grantee") is entered into this ___ day of _____, 2009.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of \$2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, the aforementioned Resolutions include specific projects such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, the Grantee is undertaking completion, through the Office of Cultural Affairs, for the extension of the Museum's current railroad track system and the addition of associated equipment. This extension and equipment will serve to support the Miami Metro Zoo Entertainment Complex Master Plan goals (the "Project") which was specifically approved as part of the BBC GOB Program or is eligible for funding from one of the programs to be funded under the BBC GOB Program and is described more specifically in Exhibit 1 to this Grant Agreement; and

WHEREAS, the Extension of Tracks and Addition of Associated Equipment is estimated to cost \$499,132 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1; and

WHEREAS, the Extension of Tracks and Addition of Associated Equipment/GOB Project Number 223-75300 is eligible for funding from the BBC GOB Program in a total amount not to exceed \$489,132 (the "Funding Allocation"); and

WHEREAS, pursuant to the terms of this Agreement the County has agreed to allocate \$489,132 from the Series 2008 B Bonds for the Project (the "Funding Cycle Allocation"); and

WHEREAS, the Project physically improves an area, facility, resource or site to increase its ability or capacity to serve the public; and

WHEREAS, the County and the Board of Directors of the Grantee have authorized, by resolution, their respective representatives to enter into this Agreement for each Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Cycle Allocation,

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Manager to execute such agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the approved funding allocation, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. Parties, Effective Date and Term: The parties to this Agreement are the Grantee and the County. The County has delegated the responsibility of administering this grant to the County Manager, or his designee, who shall be referred to herein as the "County Manager."

This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 2. Amount of Funding Cycle Allocation and Payment Schedule: A Project funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the Grantee through written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any. The County agrees to provide solely from the BBC GOB Program proceeds for the Funding Cycle Allocation an amount equal to \$489,132. This amount represents a portion of the amount necessary to complete the Project. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the Funding Allocation. Cost overruns are the sole responsibility of the Grantee. The Funding Cycle Allocation shall be provided in accordance with the Administrative Rules which are attached as Schedule 1 ("Administrative Rules") and incorporated in this Agreement by this reference. In the event that the Funding Cycle Allocation is not expended on schedule, additional allocations may be delayed for one calendar year or more depending on the bond schedule, in accordance with the Administrative Rules and Section 22 of this Agreement.

Payment(s) of Funding Cycle Allocation funds will be made to the Grantee pursuant to the reimbursement provisions in the Administrative Rules and its Exhibits.

Miami-Dade County shall only be obligated to reimburse the Grantee provided the Grantee is not in breach of this Agreement and the Grantee has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding solely from the BBC GOB Program funds. The Grantee shall be solely responsible for

submitting all documentation, as required by this Agreement and by the Administrative Rules, to the County Manager.

Section 3. Project Description: The Grantee may only use the Funding Cycle Allocation for the purpose of purchasing, building, renovating and/or equipping facilities for the Project as specifically described in Exhibit 1. Further, it is expressly understood and agreed, that the Grantee's Project which is supported by Funding Cycle Allocation must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section 25 of this Agreement.

For at least thirty (30) years from the completion of the Project, the Grantee shall use the facility and/or equipment acquired and/or improved under the Project for activities benefiting the public, and for no other purposes. The Grantee agrees to: a) maintain the Project; b) keep the Project open to all Miami-Dade County residents; and (c) allow all Miami-Dade County residents equal access and use of the Project.

If the Grantee wishes to revise the Project for the purpose of completing the Project and such revisions substantially alter the original Project, the Grantee must request in writing that the County Manager review and approve such revisions. Grantee's request must be given at least fourteen (14) days prior to implementation of revisions. The County Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County Manager's offices.

Section 4. Project Budget: The Grantee agrees to demonstrate fiscal stability and the ability to administer the Funding Cycle Allocation responsibly and in accordance with standard accounting practices by developing and adhering to a Project budget that is based upon reasonable revenue development and expenditures projected to complete the Project within the Total Project Cost. This Project budget is attached as Exhibit 1. Further, Grantee agrees that all expenditures will be subject to the terms of this Agreement. If Grantee wishes to revise the budget for the purpose of completing the Project, including line item changes, and such revisions substantially alter the original Project, the Grantee must request in writing that the County Manager review and approve such revisions. Grantee's request must be given at least fourteen (14) days prior to implementation of the revisions. The County Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County Manager's offices.

Section 5. Expenditure Deadline: The Grantee shall spend or commit all of the Funding Cycle Allocation and matching funds on or before two years from grant execution date (the "Expenditure Deadline"). Any Funding Cycle Allocation funds not spent or committed by the Expenditure Deadline or for which a Project extension has not been requested shall revert to the County and this Agreement shall be terminated in accordance with the provisions of this Agreement. A Project extension may be requested in writing from the County Manager at least thirty (30) business days prior to the Expenditure Deadline. The County Manager, at his discretion, may grant an extension of up to one (1) year from the Expenditure Deadline so long as such extension will not significantly alter the Project including its quality, impact, or benefit to the organization, the County or its citizens. Additional extensions may be authorized by the County Manager if the Grantee can document in a written request sufficient Project progress and cause for such an extension to be warranted.

