Memorandum

MIAMI-DADE COUNTY

Date: December 7, 2010

Supplement to
Agenda Item No. 5F

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Supplement to Chairman Dennis C. Moss' Resolution RE: Significant Modification to Building Better Communities General Obligation Bond (BBC-GOB) Program Project No. 47 – "Construction of Phase V – Florida Exhibit" and Project No. 46 – "Construction of Amazon and Beyond (A/B) and Phase IV – Lakes and Australia Exhibit"

This serves to supplement Chairman Dennis C. Moss' resolution found elsewhere on today's agenda regarding a significant modification to the allocations for BBC-GOB Project Nos. 47 – "Construction of Phase V – Florida Exhibit" and 46 – "Construction of Amazon and Beyond (A/B) and Phase IV – Lakes and Australia Exhibit" and the project description for BBC-GOB Project No. 46. Table A below illustrates the current projects and Table B illustrates the requested significant modifications. The resolution also directs the County Mayor or County Mayor's designee to fund BBC-GOB Project No. 47 in the amount of $3,409,298 from the next two bond sales.

Table A

Project No.	Current Project Description	Current Allocation	Proposed Increase (+) / Decrease (-)
46	"Construction of Amazon and Beyond (A/B) and Phase IV – Lakes and Australia Exhibit"	$31,000,000	- $12,281,130
47	"Construction of Phase V – Florida Exhibit"	$31,000,000	+ $12,281,130

Table B

Project No.	Modified Project Description	Modified Allocation
46	"Construction of Amazon and Beyond (A/B)-Exhibit"	$18,718,870
47	"Construction of Phase V – Florida Exhibit"	$43,281,130

The scope of the resolution impacts the Miami-Dade Zoological Park and Gardens (Zoo Miami), formerly known as MetroZoo located at 12400 SW 152 Street in Commission District 9. There is no fiscal impact to the County, as the overall BBC-GOB Program funding will not be impacted as a result of these modifications. The Miami-Dade County Park and Recreation Department (MDPR) is the agency responsible for implementing the project. MDPR desires to permanently allocate the balance of BBC-GOB Project No. 46 - "Construction of Amazon and Beyond (A/B) and Phase IV – Lakes and Australia Exhibit" to BBC-GOB Project No. 47 – "Construction of Phase V – Florida Exhibit.

On February 6, 2007, the BCC adopted Resolution No. R-120-07 (Attachment A) approving a significant modification to the project description and scope for BBC-GOB Project No. 46 – "Miami Metrozoo" amending the project scope and description as follows: "Construction of Amazon and Beyond Project and Phase IV – Lakes and Australia Exhibit." The resolution further authorized the

County Manager to execute a grant agreement between the County and the Zoological Society of Florida (ZSF) to use BBC-GOB funds for Amazon and Beyond.

The Amazon and Beyond Project was completed with a combination of funding sources including BBC-GOB, Safe Neighborhood Parks (SNP), State and private donations raised by ZSF for a total of $50 million, leaving a balance of $12,281,130 in BBC-GOB Project No. 46 for future use on the Lakes and Australia Exhibit. This modification increases the allocation of BBC-GOB Project No. 47 "Construction of Phase V – Florida Exhibit" to $43,281,130, utilizing the $12,281,130 in funds remaining in BBC-GOB Project No. 46 – "Construction of Amazon and Beyond (A/B) and Phase IV – Lakes and Australia Exhibit."

After careful review, the Zoo Oversight Board (ZOB) determined that the Florida Exhibit, which includes the redesign of Zoo Miami's entrance to complement the development of the water park, family entertainment center, entrance way and parking lots currently being negotiated for development by a private developer through RFP No. 630, could not achieve the intended objectives without the additional expenditure capacity. Additionally, the remaining $12,281,130 is not sufficient to construct the Lakes and Australia Exhibit as required by modern zoological exhibitory standards which allowed for the success of Amazon and Beyond. The Lakes and Australia Exhibit will remain a part of the master plan subject to availability of future funding.

The ZSF is a partner of more than 50 years with Zoo Miami, contributing capital funds, operating dollars and programmatic efforts throughout this period. In fact, ZSF has raised more than $36 million for Zoo Miami over the last 30 years. It is the intent of ZSF to continue to raise funds for both capital and operating needs and to work with the County through the ZOB for the overall good of the zoo and ultimately, for the community.

The ZSF passed a resolution on September 21, 2006, committing to raise $18.7 million by the target date of 2014, to replenish the funding in Project No. 46 for Amazon and Beyond (Attachment B). ZSF has advised the County that the difficult economic situation over the last three-years has made it extremely challenging to raise the private dollars anticipated by 2014. ZSF commits to raising $3.0 million for the Florida Exhibit project by the time it is ready to open. The ZSF remains committed to raise the remaining $15.7 million towards zoo capital projects. Projects that will benefit from these dollars will be solely for Zoo Miami and will be recommended by the ZOB and approved by the County. The ZSF funding is complementary to GOB funding. The amount of BBC-GOB funds for zoo projects is the same as originally approved by the voters in 2004.

The significant modification was presented to the BBC-GOB Citizens' Advisory Committee ("CAC") on September 7, 2010 and was forwarded to the BCC with a favorable recommendation.

Attachments

Alex Muñoz
Assistant County Manager

ATTACHMENT A

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(D)
02-06-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-120-07

RESOLUTION APPROVING SIGNIFICANT MODIFICATION TO BUILDING BETTER COMMUNITIES BOND PROGRAM PROJECT NO. 46-"MIAMI METROZOO" IDENTIFIED IN APPENDIX A TO RESOLUTION NO. R-913-04 AFTER A PUBLIC HEARING; AND APPROVING TERMS OF AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE A GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE ZOOLOGICAL SOCIETY OF FLORIDA FOR A MIAMI METROZOO PROJECT AND EXERCISING CANCELLATION PROVISIONS THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated in this Resolution by this reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The significant modification to Building Better Communities Bond Program Project No. 46-"Miami Metrozoo" identified in Appendix A to Resolution No. R-913-04 after a public hearing to add the Amazon and Beyond project, all as more particularly described in the accompanying memorandum, is approved.

Section 2. The grant agreement between Miami-Dade County and the Zoological Society, substantially in the form attached to this Resolution as Exhibit A ("Grant Agreement"), is approved and the County Manager is authorized to execute it, subject to proper execution by all parties and review by the County Attorneys' Office, and to exercise the cancellation provisions contained in the Grant Agreement.

The foregoing resolution was offered by Commissioner Dennis C. Moss, who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of February, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. GBK

Geri Bonzon-Keenan

Memorandum

MIAMI-DADE COUNTY

Date: February 6, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 5(D)

Subject: Resolution Approving a Significant Modification to Building Better Communities General Obligation Bond ("BBC GOB") Program Project Description for Project No. 46-"Miami Metrozoo" after a Public Hearing and Authorizing the County Manager to Execute a Grant Agreement between Miami-Dade County and the Zoological Society of Florida ("ZSF") to use BBC GOB Funds for the *Amazon and Beyond* Project

RECOMMENDATION

It is recommended that the Board adopt the attached resolution approving a Significant modification to the BBC GOB project description and scope for Project No. 46-"Miami Metrozoo" after a public hearing pursuant to Resolution No. R-913-04 (the "Authorizing Resolution") to add the Metrozoo *Amazon and Beyond* project and approving the terms of, and authorizing the County Manager to execute, a grant agreement between Miami-Dade County and the ZSF to use BCC GOB funds for its construction.

BACKGROUND

Appendix A to the Authorizing Resolution lists park and recreation projects eligible for funding from the BBC GOB program by number, name and size. All additions, deletions and significant modifications to individual projects or to Appendix A require a majority vote of the Board after a public hearing.

One of the projects included in the BBC GOB program is Project No. 46-"Miami Metrozoo" with an allocation of $31 million. The original description and scope of this project, as included in Appendix A to the Authorizing Resolution, states: "Construction of Phase IV – Lakes and Australia Exhibit." It is recommended the project description and scope be modified after a public hearing to include the *Amazon and Beyond* project (formally called "Hidden Treasures of Tropical America") as follows: "Construction of Amazon and Beyond project and Phase IV – Lakes and Australia Exhibit" so the cost of the *Amazon and Beyond* project may be funded from the BBC GOB.

The total project cost for *Amazon and Beyond* is estimated to be $50 million. To date, the following funding sources have been pledged to the project: $13 million from BBC GOB Project No. 313; $7,702,130 from the Safe Neighborhood Parks Bond Program (Resolution No. R-664-05); $500,000 from a State of Florida Grant; and $10.079 million in private funds secured by the ZSF. Because of the escalating cost of materials, labor and insurance there remains a funding shortfall. The scope modification to Project No. 46 to add the *Amazon and Beyond* project, will allow the County to fund the remaining balance of $18,718,870 from the BBC GOB. Prior Board

action (R-346-06), accelerated $2.71 million of BBC GOB Project No. 313 (Miami Metrozoo Improvements) toward construction of the *Amazon and Beyond* project with the balance of $10.3 million to also be allocated toward the project and accelerated. It is understood that the start of other GOB projects may be impacted. All BBC GOB projects associated with Miami Metrozoo are part of the Miami Metrozoo Master Plan as approved by the Board of County Commissioners. The construction and inclusion of these projects in any sequence as resources are made available, will add to the public's overall zoo experience. The ZSF Board of Directors recognizes their role in the development of Miami MetroZoo and their commitment to the *Amazon and Beyond* project. As such, they have prioritized their fundraising efforts for this project and on September 21, 2006, passed a resolution that commits the ZSF to raise $18.7 million in private funds to repay the County. The target date of 2014 is when the ZSF funding would need to be available to assure that other Miami Metrozoo BBC GOB projects remain viable and funded.

ZSF is acting as Agent for the County and the Park and Recreation Department under the authority authorized by the Board of County Commissioners with the creation of the Miami Metrozoo Oversight Board, (Ordinance No. 98-168). In November 2003 the Zoological Society of Florida entered into a Construction Manager at Risk Contract with PCL Construction Services, Inc. for construction of the *Amazon and Beyond* project. The ZSF and the Parks Department have been negotiating a Guaranteed Maximum Price (GMP) with PCL not to exceed $42 million. With the approval of this item, the final GMP contract can be executed. The contract between ZSF and PCL complied with County procurement and Department of Business Development procedures that were in effect at the time the contract was executed.

On May 17, 2005, the Board approved Resolution No. 595-05 delegating to the County Manager the authority to execute grant agreements in the form attached to that resolution (the "Grant Agreement Template"). Because there is an existing construction contract that pre-dates the Grant Agreement Template and because of the unique working relationship between the County and the ZSF, it is necessary to modify the Grant Agreement Template to avoid conflicts and contradictions with the pre-existing contract and contend with other contingencies in the following ways:

1. Bank Accounts and Bonding will not be required of the ZSF because all BBC GOB funds will be issued to ZSF through the Park and Recreation Department on a requisition and reimbursement basis, not funding advances.

2. Liability and Indemnification: The ZSF is serving as Agent for the County and the Department administering the GOB funding allocation, therefore ZSF is not an independent contractor solely responsible for the project.

3. Payment and Performance Bond: In addition to PCL, the contractor providing payment and performance bonds in the full amount of the construction contract naming the County as dual oblige, the ZSF, which is the entity in privity with the County, must provide a payment and performance bond or alternative form of security in accordance with the provisions of Section 255.05, Florida Statutes. Unlike construction contractors, community based organizations ("CBOs") acting as developers do not have the bonding capacity that permits them to provide the payment and performance bond directly. In lieu of a payment and performance bond, the County may in certain circumstances allow for an alternative form of

security for the payment and performance obligations, the value of which is determined by the County. In determining the sufficiency and value of the alternative security the nature, history and financial capabilities of the ZSF, the contractual obligations secured by the alternative security and the contractual safeguards in place to protect payments to persons performing the work were considered.

Based on the County's exposure for fees and services under the existing ZSF-PCL contract and work completed to date, the maximum value of the bond is calculated at $4 million at the start of the contract should it be necessary to call in the surety. It has been County policy and practice to reimburse ZSF for payments made on previous construction projects undertaken on behalf of the County rather than to issue advance payments. The recommendation is made that we continue this policy and, as additional protection request releases of liens from PCL as fee payments are made through the reimbursement process. This will further reduce the potential liability to the County and is the basis for recommending the alternative form of security from the ZSF in the form of cash, bond or letter of credit in an amount equal to $2 million. Nothing in this recommendation affects the obligation of the ZSF to require PCL, the general contractor, to post a payment and performance bond in the full amount of the construction contract naming the County as dual obligee.

After hearing an explanation of the item at their meeting of November 15, 2006, there was a consensus among the members of the Building Better Communities Citizens' Advisory Committee that the item should be considered by the Board after committee review.

Alex Muñoz,
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: February 6, 2007

FROM: Murray A. Greenberg, County Attorney

SUBJECT: Agenda Item No. 5(D)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

The foregoing resolution was offered by Commissioner Dennis C. Moss, who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of February, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. GBK

Geri Bonzon-Keenan

MIAMI-DADE COUNTY
BUILDING BETTER COMMUNITIES
AGREEMENT BETWEEN
MIAMI-DADE PARK AND RECREATION DEPARTMENT AND
ZOOLOGICAL SOCIETY OF FLORIDA

This Agreement (the "Agreement") authorized by resolution R-595-05, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its PARK AND RECREATION DEPARTMENT herein sometimes designated as the "COUNTY" or the "OWNER," and the ZOOLOGICAL SOCIETY OF FLORIDA, a Florida nonprofit membership organization (the "SOCIETY") is entered into this ___ day of _____, 2006.

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 Society is already acting as Agent for the County under an existing contract for the completion of the "Amazon and Beyond" Project (the "Project") which 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 Agreement; and

WHEREAS, the County is confident that the Society will be able to maximize results of Building Better Communities Bond funding and is the best outlet for furthering the development of the "Amazon and Beyond" project at Miami Metrozoo; and

WHEREAS, the "Amazon and Beyond" project is estimated to cost approximately $50 million (the "Total Project Cost") and will be funded from the following sources: GOB Premium Funds accelerated from first series GOB Project No. 313, Miami Metrozoo per Resolution R-346-06 Exhibit 2, ($2,710,000); GOB Project No. 313, Miami Metrozoo ($10,290,000); GOB Project No. 46, Miami Metrozoo ($18,718,870); Safe Neighborhood Parks Funds per Resolution R-664-05 Exhibit 3, ($7,702,130); State of Florida Grant ($500,000); private fundraising through the Society ($10,079,000); and

WHEREAS, the Zoological Society of Florida has committed to raising the $18.7 million to replace the funds borrowed from GOB Project No. 46, by the target date of 2014 when the funding would need to be available for other Metrozoo GOB projects, Exhibit 4; and

WHEREAS, Miami Metrozoo GOB Project No. 313 and Miami Metrozoo GOB Project No. 46 are eligible for funding from the BBC GOB Program in a total amount not to exceed $44 million (the "Funding Allocation"); and

WHEREAS, pursuant to the terms of this Agreement the County has agreed to allocate $31.719 million 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 Society 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 Society and the County. The County has delegated the responsibility of administering this grant to the County Manager, or his designee, through its Park and Recreation Department, 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 Society 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 $31.719 million. 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 Society. 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 Society pursuant to the reimbursement provisions in the Administrative Rules and its Exhibits.

Miami-Dade County shall only be obligated to reimburse the Society provided the Society is not in breach of this Agreement and the Society 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 Society 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 Society 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.

If the Society wishes to revise the Project for the purpose of completing the Project and such revisions substantially alter the original Project, the Society must request in writing that the County Manager review and approve such revisions. Society'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 Society 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, Society agrees that all expenditures will be subject to the terms of this Agreement. If Society 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 Society must request in writing that the County Manager review and approve such revisions. Society'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 Society shall spend or commit all of the Funding Cycle Allocation and matching funds on or before December 30, 2008 (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 Society can document in a written request sufficient Project progress and cause for such an extension to be warranted.

Section 6. **Report Deadline:** To demonstrate that the Funding Cycle Allocation has been used in accordance with the Project Description and Project budget information as outlined in Exhibit 1 and that Society has met and fulfilled all requirements as outlined in this Agreement, exhibits, and/or other substantive materials as may be attached or included as a condition to this Funding Cycle Allocation award, the Society must submit to the County Manager, a written report documenting that the Society is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Manager monthly. The Society shall also submit a written report to the County Manager on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that the Society is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, Miami-Dade County, state and federal requirements. The County Manager may also request that a compilation statement or independent financial audit and accounting for the expenditure of Funding Cycle Allocation funds be prepared by an independent certified public accountant at the expense of the Society.

In the event that the Society fails to submit the required reports as required above, the County Manager may terminate this Agreement in accordance with Section 15. Further, the County Manager must approve these reports for the Society to be deemed to have met all conditions of the grant award.

Section 7. **Program Monitoring and Evaluation:** The County Manager may monitor and conduct an evaluation of the Society's operations and the Project, which may include visits by County representatives to: observe the Project or Society's programs, procedures, and operations; discuss the Society's programs with the Society's personnel; and/or evaluate the public impact of the Project. Upon request, the Society shall provide the County Manager with notice of all meetings of its Board of Directors or governing board, general activities and Project-related events. In the

event the County Manager concludes, as a result of such monitoring and/or evaluation, that the Society is not in compliance with the terms of this Agreement or the Administrative Rules or for other reasons which significantly impact on the Society's ability to fulfill the conditions of this Funding Cycle Allocation award, then the County Manager must provide in writing to the Society, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Society's ability to complete the Project or fulfill the terms of this Agreement within a reasonable time frame. If Society refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the County Manager, then the County Manager, at his discretion, may take other actions which may include reduction or rescission of the Funding Cycle Allocation award, or withholding Funding Cycle Allocation funds until such time as the Society can demonstrate that such issues have been corrected. Further, in the event that the Society does not expend the Funding Cycle Allocation for the Project or uses any portion of the Funding Cycle Allocation for costs not associated with the Project and the Society refuses or is unable to address the areas of concern, then the County Manager may request the return of the full or partial Funding Cycle Allocation award. The County Manager may also institute a moratorium on applications from the Society to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Manager, whichever occurs first.

If the Project involves construction work, the Grantee shall: notify the County Manager of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the County Manager all plans and specifications and receive the approval of the County Manager prior to issuance and implementation; and comply with all applicable provisions of municipal, state, federal and County laws, regulations and rules.

Section 8. **Accounting and Financial Review:** The Society must keep accurate and complete books and records for all receipts and expenditures of this Funding Cycle Allocation award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with the Funding Cycle Allocation, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Society for at least three (3) years after the later of: the Expenditure Deadline specified in Section 5; the extended Expenditure Deadline, as approved by the County Manager, if any; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Funding Cycle Allocation award, the Society and/or Project or activities related to the Funding Cycle Allocation award.

The County Manager may examine these books, records and documents at the Society's offices or other approved site under the direct control and supervision of the

Society during regular business hours and upon reasonable notice. Furthermore, the County Manager may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Society, whether or not purported to be related to this grant.

Pursuant to Section 2-1076 of the Miami-Dade County Code the County shall have the right to engage the services of an independent private-sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The Office of the **MIAMI-DADE COUNTY INSPECTOR GENERAL (IG)** shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the IG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The IG shall have the power to retain and coordinate the services of an **IPSIG** who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Society and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Society (and any affected contractor and materialman) from IG, the Society (and any affected contractor and materialman) shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Society, its contractors and their respective officers, agents and employees. The Society shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the

County from the Society, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Society.

Section 9. **Publicity and Credits:** The Society must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 10. **Naming Rights and Advertisements:** In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility at least once. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser.

Section 11. **Liability and Indemnification:** It is expressly understood and intended that the Society, as the recipient of BBC GOB Program funds, is an agent of Miami-Dade County, and the Miami-Dade County Department administering the Funding Cycle Allocation award.

The Society agrees to be responsible for all work performed and all expenses incurred in connection with the Project. The Society may subcontract as necessary to complete the Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Society that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Society shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Society shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Society or its employees, agents, servants, partners, principals, subconsultants or subcontractors. Society shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Society expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Society shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Section 12. **Assignment:** The Society is not permitted to assign this Agreement or any portion thereof. Any purported assignment will render this Agreement null and void and subject to immediate rescission of the full amount of the Funding Cycle Allocation award and reimbursement by the Society of its full value to the County.

Section 13. **Compliance with Laws:** It shall be a contractual obligation of the Society hereunder and the Society agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

Except where State or federal laws or regulations mandate to the contrary, the Society shall cause its contractors to comply with the Responsible Wage Ordinance (Section 2-11.16 of the Code of Miami-Dade County, Administrative Order 3-24 and the Responsible Wages and Benefits Supplemental General Conditions contained in Exhibit 5) throughout the effective term of this Agreement to the same extent as if the construction contract was a competitively bid County construction contract.The Society shall comply and shall cause its contractors to comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability.

The Society covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93

(Affirmative Action Plan Furtherance and Compliance), and Resolution No. R.-185-00 (Domestic Leave Ordinance).

Except where State or federal laws or regulations mandate to the contrary, the Society shall comply and shall cause its contractors to comply with the requirements of Section 10-33.02 of the Code of Miami-Dade County and the Community Business Small Enterprise Program Provisions attached hereto as Exhibit 5 to the same extent as if this Agreement were a County capital construction contract.

The Society shall cooperate and shall cause its contractors to cooperate with the County's Department of Business Development ("DBD") to identify and establish appropriate Community Small Business Enterprise ("CSBE") subcontractor and local workforce (CWP) goals for construction trade and labor work associated with the Project. The Society shall cause its contractors to comply with all CBSE subcontractor and local workforce goals established by DBD for the Project and shall cause its contractors to comply with all other requirements of the Provisions.

The Society shall, and shall require all contractors to, (a) comply with all periodic monitoring and other compliance documentation required by DBD in connection with the CSBE Participation Provisions, the CWP and the Responsible Wage Ordinance, (b) grant to DBD all rights of access to records of contractors and subcontractors for monitoring and compliance with the foregoing, (c) pay any applicable monitoring fees, and (d) comply with all enforcement actions and pay any sanctions imposed by DBD for non-compliance with the foregoing. The Society shall include the foregoing requirements in each contract.

All records of the Society and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Sec. 2-1076 of the Code of Miami-Dade County.

The Society shall cause each contract to include a provision that contractor shall comply with all requirements of the Responsible Wage Ordinance, the CWP, and the CSBE Participation Provisions (including prompt payment) all as provided above and Exhibits 5 attached hereto, and Section 2-1076 as provided in Section 8 herein, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the Work and that such records shall maintained within Miami-Dade County and County shall have access thereto as provided in this Agreement.

The Society shall comply with any applicable requirements of Florida Statutes related to retainage of funds due a contractor and shall include appropriate language in its construction contracts and shall require the contractor to include such language in its subcontracts.

The Society has certifiably indicated compliance to certain Applicable Laws by properly executing the affidavits attached hereto. See affidavits for specific provisions and declarations described.

Section 14. **Breach, Opportunity to Cure and Termination:**

(a) Each of the following shall constitute a default by the Society:

(1) If the Society uses the Funding Cycle Allocation for costs not associated with the Project (i.e. ineligible costs), and the Society fails to cure its default within thirty (30) days after written notice of the default is given to the Society by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Society commences diligently and thereafter continues to cure.

(2) If the Society shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 14(a)(1) and the Society fails to cure its default within thirty (30) days after written notice of the default is given to the Society by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Society commences diligently and thereafter continues to cure.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Society; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 14(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Society shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.

(2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are

cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 14(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

In the event this grant is canceled or the Society is requested to repay Funding Cycle Allocation funds because of a breach of this Agreement, the Society will not be eligible to apply to the County for another grant for a period of one (1) year, commencing on the date the Society receives the notice in writing of the breach of this Agreement. Further, the Society will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration or termination of this Agreement. The Society will also be liable to reimburse the County for all lost or stolen Funding Cycle Allocation funds.

Funding Cycle Allocation funds which are to be repaid to the County pursuant to this Section or other sections in this Agreement, are to be repaid by delivering to the County Manager a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

Section 15. **Waiver:** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 16. **Written Notices:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one business day after being sent by reputable overnight carrier or 3 business day after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County: George M. Burgess, County Manager
111 N.W. 1st Street (29th Floor)
Miami, Fl. 33128

Society: President
Zoological Society of Florida
12400 SW 152 Street,
Miami, Florida 33177-1402

With Copies to: Assistant Director for Planning Development
Park and Recreation Department
275 NW 2 Street, 5th Floor,
Miami, Florida 33128

Director, Miami-Metrozoo
12400 SW 152 Street,
Miami, Florida 33177

Section 17. **Captions:** Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 18. **Contract Represents Total Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives. In the event a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 19. **Litigation Costs/Venue**: In the event that the Society or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Society agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 20. **Representation of the Society**: The Society represents that this Agreement has been duly authorized, executed and delivered by the governing body of the Society and it has granted the President of the Society, or the designee, the required power and authority to execute this Agreement. The Society agrees to a) maintain the Project for a minimum of twenty-five (25) years, b) agrees to govern itself, in regards to the subject Project, in accordance with Article 6 of the County Charter, c) keep the Project open safely and properly maintained for all Miami-Dade County residents, and d) allow all Miami-Dade County residents equal access and use of the project and not discriminate when charging facility admission fees. The Society also agrees to accept and comply with the Administrative Rules as stated in Attachment 1. The Society shall be solely responsible for submitting all documentation required by the Administrative Rules to the County Manager or his designee.

Section 21. **Representation of the County**: The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide the Funding Cycle Allocation to the Society for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Attachment 1 (Administrative Rules). Miami-Dade County shall only be obligated to reimburse the Society provided the Society is not in breach of this Agreement and the Society 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 from the County for the specific purpose contained herein.

Section 22. **Invalidity of Provisions, Severability**: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited

or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 23. **Insurance:** The Society shall furnish to the Office of Capital Improvements, 111 NW 1st Street, Suite 2130, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Section 24. **Payment and Performance Bond:** The Society shall obtain and deliver to the County a payment and performance bond which meets the requirements of Section 255.05, Florida Statutes, naming the Society as Principal and the County as Obligee, or in lieu of such bond, an alternative form of security for the payment and performance obligations as set forth in this section, not less than ten (10) days prior to the anticipated commencement of the Project ("commencement of

the Project" includes the purchase of supplies and materials). The alternative security shall be in the form of _____ in an amount equal to $2 million or in such other form and value as approved by the Board (the "Alternative Form of Security"). The Alternative Form of Security shall be held by the County until completion of the project and receipt of a final release of lien from the Society and the contractor(s) constructing the project.

In addition to the payment and performance bond or Alternative Form of Security required above, the Society shall obtain from the contractor(s) constructing the project, a payment and performance bond in the form required by Section 255.05, Florida Statutes, identifying as Principal(s) any person or entity that enters into a Construction Manager or construction contract with the Society for construction of all or a portion of the Project and identifying the County as obligee under the said performance and payment bond, as the party protected by the Surety against loss in the event of default in performance or payment for services by the Principal(s) under the terms of the contract with the Society.

The County Manager or his designee shall have the right of approval of the payment and performance bond which approval shall not be unreasonably withheld. The Society shall be responsible for recording the bonds and providing notice to contractors and consultants, as required by Section 255.05 of the Florida Statutes.

Section 25. **Special Conditions:** The grant is awarded to this Society with the understanding that the Society is performing a public purpose through the programs, projects, and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Sections and Exhibits of this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
HARVEY RUVIN, CLERK

By: _____ Date:_____, 2006
Deputy Clerk

By: _____ Date: _____, 2006
George M. Burgess
County Manager

ATTEST:

ZOOLOGICAL SOCIETY OF FLORIDA
Federal Identification #_____

(Society's Corporate Seal)

By_____
Chairman or President

_____
Type or Print Above Signature

By_____
Treasurer/ Chief Fiscal Officer

_____
Type or Print Above Signature

By_____
Executive Director

_____
Type or Print Above Signature

Approved by County Attorney as
to form and legal sufficiency. _____

ATTACHMENT B

Zoological Society of Florida

12400 SW 152 Street, Miami, Florida 33177-1499
Telephone (305) 255-5551 - Fax (305) 255-7126

RESOLUTION APPROVED BY THE BOARD OF DIRECTORS OF THE ZOOLOGICAL SOCIETY OF FLORIDA DURING THE MONTHLY MEETING HELD ON SEPTEMBER 21, 2006 AT REGIONS BANK, 2800 PONCE DE LEON BOULEVARD, CORAL GABLES, FLORIDA

The following nineteen members in attendance at said meeting represented a quorum of the Board of Directors as stipulated in Article XI, Section 1, titled Quorum, of the organization's Bylaws dated January 9, 2003: Floyd Denison, Nancy Denison, Glenn Ekey, Pedro Fernandez, Victoria Garrigo, Jennifer Getz, Glenn Huber, Robert Hudson, Susan Kahn, David Konfino, Daniel Licciardi, Lee Middleton, Jay Miller, Sanford Miot, Vicki O'Meara, Eric Stephens, Merrett Stierheim, Diana Udel-Cragin, Ana VelgaMilton and Curtis Wolfe.

The above named members of the Board of Directors resolved as follows:
Understanding that it is Miami-Dade County's intent to reassign the appropriate General Obligation Bond dollars, estimated at $18 million, from a 2018 allocation for a Zoo Master Plan project known as "Caribbean Islands" to completing the project known as Amazon and Beyond, it is the intent of the Zoological Society of Florida (ZSF) to raise this amount of funds in order to repay the County by target dates to be determined at a later time by ZSF and County representatives.

This resolution supplements the resolution and discussion of August 21, 2006, whereby the ZSF Board of Directors agreed to endeavor to raise $10 million in six (6) months and subsequently to raise $10 million to replace funds for the Metrozoo project known as the "Facelift." This understanding with Miami-Dade County will enable ZSF to complete both Amazon and Beyond and the Facelift simultaneously as determined jointly Miami Metrozoo and ZSF.

Sanford Miot made a motion to approve the resolution as stated above, seconded by Vicki O'Meara. The motion carried unanimously.

ZSF is acting as Agent for the County in the construction contracts for the "Amazon and Beyond" project located at Miami Metrozoo. This project is completely owned by Miami-Dade County and its citizens and is being developed for their exclusive benefit. ZSF has neither ownership nor controlling nor beneficial interest in this project beyond maximizing results of its construction and fundraising for it. As resolved above, ZSF is committed to use its best efforts to raise the $18 million noted by the target date. Raising these funds will yield the $31 million allocation for Project 46. Should a different amount of funds be raised, Project 46 will be altered in scope accordingly.

David Konfino, Chairman of the Board

Glenn Ekey, President & CEO