

Approved  Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

Special Item No. 1

6-30-09

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

RESOLUTION NO. R-905-09

RESOLUTION RELATED TO NEW FLORIDA MARLINS BALLPARK, RELATED PUBLIC INFRASTRUCTURE AND CITY PARKING FACILITIES; APPROVING TERMS OF SECOND AMENDMENT TO THE CONSTRUCTION ADMINISTRATION AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, CITY OF MIAMI AND MARLINS STADIUM DEVELOPER, LLC; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AMENDMENT

**WHEREAS**, the County, the City of Miami (the "City"), and the Marlins Stadium Developer, LLC (the "Stadium Developer") have entered into a Construction Administration Agreement dated April 15, 2009 for the development and construction of the Marlins Ballpark, related Public Infrastructure and City Parking Facilities; and

**WHEREAS**, this Board previously adopted Resolution No. R-780-09 which, among other things, approved the terms of and authorized the execution of the First Amendment to such Construction Administration Agreement and directed the County Mayor or the County Mayor's designee to terminate the Construction Administration Agreement, as amended (the "Construction Administration Agreement"), if certain conditions were not satisfied; and

**WHEREAS**, this Board desires to amend the Construction Administration Agreement to reduce the County's funding commitment from \$347,500,000 to

\$341,300,000 and to reduce the initial Stadium Project Budget from \$515,000,000 to \$508,800,000,

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

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

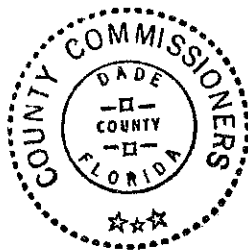
Section 2. This Board hereby approves the terms of and authorizes the County Mayor or the County Mayor's designee to execute a Second Amendment to the Construction Administration Agreement by and among the County, the City and the Stadium Developer, subject to consultation and approval by the County Attorneys Office that such Amendment contains the following provisions: (a) the County's contribution to Stadium Project Costs is reduced by \$6.2 million to \$341.3 million; and (b) the initial Stadium Project Budget is reduced by \$6.2 million to \$508.8 million (the "Second Amendment").

Section 3. The Board hereby authorizes the County Mayor or the County Mayor's designee to execute the Second Amendment upon the occurrence of all of the following: (a) the proper execution by the City and the Stadium Developer of the Second Amendment in substantially the form attached to this resolution; and (b) approval by the Office of the County Attorney as to legal sufficiency of such executions.

The foregoing resolution was offered by Commissioner Bruno A. Barreiro, who moved its adoption. The motion was seconded by Commissioner Jose "Pepe" Diaz and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2009. 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: DIANE COLLINS  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

GBK

Geri Bonzon-Keenan

**ATTACHMENT "1"**

**SECOND AMENDMENT TO  
CONSTRUCTION ADMINISTRATION AGREEMENT  
DATED \_\_\_\_\_, 2009  
BY AND AMONG MIAMI-DADE COUNTY,  
THE CITY OF MIAMI AND  
MARLINS STADIUM DEVELOPER, LLC**

This Second Amendment to the Construction Administration Agreement (as hereinafter defined) made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and among Miami-Dade County, a political subdivision of the State of Florida (the "County"), the City of Miami, a municipal corporation organized under the laws of the State of Florida (the "City") and Marlins Stadium Developer, LLC, a Delaware limited liability company (the "Stadium Developer") regarding the planning, design and construction of the Baseball Stadium and the Public Infrastructure by the Stadium Developer and certain other provisions (the "Second Amendment").

- A. The County, the City and the Stadium Developer previously executed the Construction Administration Agreement, dated as of April 15, 2009 as amended by the First Amendment dated as of June 30, 2009 (the "Construction Administration Agreement") regarding the planning, design and construction of the Baseball Stadium (as such term is defined in the Construction Administration Agreement) and the Public Infrastructure (as such term is defined in the Construction Administration Agreement) by the Stadium Developer and certain other provisions.
- B. The Parties acknowledge that the Construction Administration Agreement remains in full force and effect, as may be amended by this Amendment. To the extent that the terms and provisions of the Construction Administration Agreement are not expressly amended herein, such other terms and provisions shall be deemed to be in full force and effect, except that in the event of conflict between the Construction Administration Agreement and this Amendment, the provisions of this Amendment shall prevail. All capitalized terms contained in this Amendment which are not defined in this Amendment shall have the respective meanings ascribed to them in the Construction Administration Agreement.
- C. The first paragraph of Section 6.2 of the Construction Administration Agreement is hereby amended by replacing "\$347,500,000" in clause (x) thereof with "\$341,300,000". The Parties intend that all corresponding references in the Construction Administration Agreement to such clause (x) or the County's deposit to the County Account pursuant thereto shall incorporate the revised amount of \$341,300,000. The balance of Section 6.2 of the Construction Administration Agreement shall remain unchanged.

- D. All references in the Construction Administration Agreement to the “initial Stadium Project Budget” shall be amended to reduce the total for such amount from \$515,000,000 to \$508,800,000.
- E. This Amendment may be executed in any number of counterparts with the same effect as if all Parties had executed the same document. All counterparts shall be construed together and shall constitute one instrument.

\_\_\_\_\_  
Pedro Hernandez  
City Manager  
City of Miami

ATTEST:

By:\_\_\_\_\_  
City Clerk

[Approved as to Insurance Requirements:

By:\_\_\_\_\_  
LeeAnn Brehm, Director  
Risk Management]

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
George M. Burgess  
County Manager  
Miami-Dade County

ATTEST:

By:\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Clerk of the Board

**MARLINS STADIUM DEVELOPER, LLC**

By:\_\_\_\_\_  
Name:  
Title: