

MEMORANDUM

Agenda Item No. 8(H)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

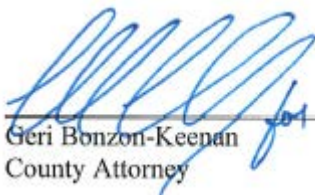
DATE: December 16, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the Second
Amended and Restated Miami-
Dade Zoological Park and
Gardens Operating Agreement;
authorizing the County Mayor to
execute same and exercise all
provisions contained therein

Resolution No. R-1211-25

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Vice Chairman Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: December 16, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Second Amended and Restated Miami-Dade Zoological Park and Gardens Operating Agreement Between Miami-Dade County and the Zoo Miami Foundation, Inc.

Executive Summary

The purpose of this item is to gain approval from the Board of County Commissioners ("Board") to approve the Second Amended and Restated Miami-Dade Zoological Park and Gardens Operating Agreement ("Operating Agreement") between Miami-Dade County ("County") and the Zoo Miami Foundation, Inc ("Foundation").

Recommendation

It is recommended that the Board approve the attached resolution authorizing execution of an Operating Agreement (Attachment A) between Miami-Dade County and the Zoo Miami Foundation, Inc. to support achieving Association of Zoos and Aquariums (AZA) accreditation and to better accomplish individual and collective goals and the master plan to improve Zoo Miami.

Scope

Zoo Miami is located at 12400 SW 152 Street, Miami FL 33177, within County Commission District 9, which is represented by Vice Chairman Kionne L. McGhee.

Fiscal Impact/Funding Source

There is a positive fiscal impact to the County for this agreement. The Foundation will initially contribute 10% of the gross membership revenues to the Zoo Miami Support Fund held at the Foundation for improvement and conservation projects. The contribution will increase to 20% annually over the next 3 years. In year 4, the Foundation's contribution will increase to 30%. Of the yearly membership contribution, 3% will be earmarked towards Zoo Miami capital equipment and improvement needs.

Track Record/Monitor

The Zoo Oversight Board will have oversight and be charged with the implementation of the Operating Agreement. Zoo Miami and the Foundation shall have mutually agreed upon measures, key performance indicators, and benchmarks to support the monitoring of performance and growth.

Delegation of Authority

The County Mayor or County Mayor's designee shall have the authority to execute the Operating Agreement and exercise all rights therein.

Background

The Association of Zoos and Aquariums' ("AZA") accreditation process for Zoo Miami requires that a current and up to date formal agreement be in place that delineates the roles and responsibilities of the support organization(s). In order to satisfy the AZA accreditation requirement, the County and the Foundation desire to enter into this Second Amended and Restated Miami-Dade Zoological Park and Gardens Operating Agreement. This agreement is required to be updated every five years per AZA accreditation. The County and the Foundation have formed the partnership in this agreement to support and develop Zoo Miami. The parties have entered into this agreement to delineate their rights and responsibilities and thereby avoid misunderstanding, improve management, optimize resources, and eliminate duplication of efforts in the conduct of their affairs so as to better accomplish their individual and collective mission to improve Zoo Miami. In support of this, several measures and benchmarks are included to support continued performance monitoring. The Operating Agreement, relationship, and establishment of long and short goals and objectives for/between the parties (Zoo Miami & Foundation) shall be governed by the Zoo Miami Oversight Board (the "Zoo Board") comprised of members of the Foundation and the County, as more particularly set forth in Section 2-1151 of the Code of Miami-Dade County, Florida.

Highlights to the Updated Operating Agreement

- Inclusion of adherence to The Association of Zoos & Aquariums' (AZA) Standards in the general governing standards
- Language change and clarification (per resolution) to Zoo Oversight Board role
- Foundation executes marketing plan
- New opportunities for marketing partnerships, naming rights, and sponsorships
- Percentage of membership revenue provided to Zoo Support Funds, held at the Foundation, for improvement and conservation projects
 - Includes increases from the initial 10% to 20% within 3 years. In year 4, the contribution will increase to 30%
 - Support for membership advertisement
- New section on performance measures to support continued growth and evaluation

This Operating Agreement shall become effective on the date that the County executes this Operating Agreement and shall be in effect for the period of three years (3) following its effective date, and shall be automatically reviewed, and then renewed, annually for subsequent terms of one year if all agree.

Pursuant to Resolution No. R-1286-98, the Foundation and the County entered into the Miami MetroZoo Operating Agreement ("Original Operating Agreement") dated November 24, 1998 for the joint operation of Miami MetroZoo. Subsequently, pursuant to Resolution No. R-444-00, the County and the Foundation agreed to amend the Original Operating Agreement to allow the County to reimburse the Foundation for marketing and educational programming at Miami MetroZoo, subject to the availability of County funds for that purpose and subject to the extent such funds are included in the budget on an annual basis by the Board of County Commissioners.

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
Page No. 3

On April 6, 2010, the Board adopted Resolution No. R-329-10 approving the renaming of Miami MetroZoo to "Miami-Dade Zoological Park and Gardens," recognizing that the name "Zoo Miami" would be used for marketing and recognition purposes, and on December 7, 2010 under resolution No. R-1206-10 restated the Original Operating Agreement in its entirety ("Restated Operating Agreement").

Attachment

A handwritten signature in black ink, reading "Roy Coley", written over a horizontal line.

Roy Coley
Chief Utilities and Regulatory Services Officer

ATTACHMENT A

SECOND AMENDED AND RESTATED MIAMI-DADE ZOOLOGICAL PARK AND GARDENS OPERATING AGREEMENT

This Second Amended and Restated Miami-Dade Zoological Park and Gardens Operating Agreement ("Operating Agreement" or the "Agreement"), is made this day of , 2025, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County") and the Zoo Miami Foundation, Inc., a Florida non-profit corporation (the "Foundation" or "ZMF"), jointly referred to herein as the "Parties", and individually as "Party".

WITNESSETH

WHEREAS, pursuant to Resolution No. R-1286-98, the Foundation and the County entered into the Miami MetroZoo Operating Agreement ("Original Operating Agreement") dated November 24, 1998 for the joint operation of Miami MetroZoo;

WHEREAS, on November 24, 1998, the Board of County Commissioners by ordinance created and established as an agency and instrumentality of Miami-Dade County the Zoo Miami Oversight Board to create overall policy and operational guidance and long and short strategic and program plans for Zoo Miami;

WHEREAS, On May 9, 2000, the Board of County Commissioners adopted Resolution No. R-444-00, whereby the County and the Foundation agreed to amend the Original Operating Agreement to allow the County to reimburse the Foundation for marketing and educational programming at Miami MetroZoo, subject to the availability of County funds for that purpose and subject to the extent such funds are included in the budget on an annual basis by the Board of County Commissioners,

WHEREAS, on April 6, 2010, the Board adopted Resolution No. R-329-10 approving the renaming of Miami MetroZoo to "Miami-Dade Zoological Park and Gardens," recognizing that the name "Zoo Miami" would be used for marketing and recognition purposes, and amended and restated the Original Operating Agreement in its entirety ("Restated Operating Agreement");

WHEREAS, the Association of Zoos & Aquariums' ("AZA") accreditation process for Zoo Miami requires that a current and up-to-date formal agreement be in place that delineates the roles and responsibilities of the support organization(s);

WHEREAS, in order to satisfy the AZA accreditation requirement, the County and the Foundation desire to enter into this Second Amended and Restated Miami-Dade Zoological Park and Gardens Operating Agreement;

NOW THEREFORE, in consideration of the mutual promises, obligations, and covenants contained in this Operating Agreement, the sufficiency of which are hereby acknowledged, the County and Foundation hereby agree as follows:



1. General Governing Standards

The Parties agree that their relationship shall at all times be governed by the following general principles to which they subscribe:

- a. The County, through its Parks, Recreation, and Open Spaces Department, owns the Miami-Dade Zoological Park and Gardens ("Zoo Miami"), a zoological park located at 12400 S.W. 152 Street.
- b. The Foundation is a non-profit corporation organized under the laws of the State of Florida. Among its corporate purposes set forth in Article III of its charter are to sponsor and encourage comprehensive zoological studies, to obtain and disseminate information to all persons interested in natural history, and to cooperate and assist the County and other governmental entities in the State of Florida in the promotion and development of zoological parks and gardens. The Foundation shall agree to exclusively direct its efforts and resources to the support of Zoo Miami and its programs.
- c. Zoo Miami is an internationally recognized zoo, housing more than 2,000 exotic animals, exhibiting such animals on a zoogeographic scale, and reproducing where possible native habitats and architectural and historical features indigenous to their place of origin.
- d. Zoo Miami is invaluable as a source of education and recreation to our residents and visitors and as a national and international tourist attraction.
- e. The Parties to this agreement have formed the relationship evidenced in this agreement to support and develop Zoo Miami. The parties have entered into this agreement to delineate their relative rights and responsibilities and thereby avoid misunderstanding, improve management, optimize resources, and eliminate duplication of efforts in the conduct of their affairs so as to better accomplish their individual and collective mission to improve Zoo Miami. In support of this, several measures and benchmarks are included to support continued performance monitoring.
- f. The County shall be principally responsible for the operations of Zoo Miami.
- g. The Foundation shall be principally responsible for (1) the marketing, membership program, and promotion of Zoo Miami, (2) expanding educational and volunteer support, and (3) shall serve as the fundraising arm of Zoo Miami.
- h. The Operating Agreement, relationship, and establishment of long and short goals and objectives for/between the Parties shall be governed by the Zoo Miami Oversight Board (the "Zoo Board"), comprised of members of the Foundation and the County, as more particularly set forth in Section 2-1151 of the Code of Miami-Dade County, Florida.



- i. Zoo Miami shall produce and provide a Master Plan, Strategic Plan, annual program plans, including programmatic objectives, scorecard measures, and capital and operating budgets, all which are aligned with the approved County fiscal year budget process.
- j. The Parties to this Agreement, shall at all times comply with all accreditation standards published by the AZA and any other nationally recognized accreditation boards for zoos or similar park and recreation facilities. In the event that either Party falls below any of those standards in the conduct of its activities or functions for Zoo Miami, or notice is given by those organizations that the accreditation or ranking of Zoo Miami is compromised, the Party responsible for such deficiency shall address the deficiency immediately and correct it as soon as possible, at that Party's sole expense. To continue being a GOLD standard facility and organization and to satisfy the AZA accreditation requirements and standards, the County and the Foundation agree that the following standards are agreed upon and adhered to maintain accreditation as part of this Operating Agreement specifically relating to support organizations.
- k. If any standards set forth by the AZA change, all Parties are provided with a 180-day period to address and implement measures ensuring compliance with the updated requirements. This timeframe allows the organizations to make necessary adjustments and maintain alignment with the revised standards, preserving the quality, safety, and welfare benchmarks established by the AZA.
- l. The Parties shall have mutually agreed upon measures, key performance indicators, and benchmarks to support the monitoring of performance and growth.
- m. It is recognized that Zoo Miami's success will depend on mutual cooperation and support at all organizational levels. The Parties agree to have their respective staff assist each other to the fullest extent possible and reasonable for the betterment of Zoo Miami.

2. Governing Board

The Operating Agreement, relationship, and establishment of long and short goals and objectives for/between the Parties shall be governed by the Zoo Board, who works in an advisory capacity to the Board of County Commissioners. The Zoo Board shall be a governing advisory board to the Board of County Commissioners and have such rights and responsibilities as are set forth in this Operating Agreement and in the Ordinance establishing its existence (the "Ordinance"). The Ordinance shall establish the term of office, staff support, and quorum and meeting requirements of the Zoo Board. The Zoo Board shall be entitled to promulgate its own rules for the conduct of its affairs. In the event of any conflict between the provisions of this Operating Agreement and the Ordinance, the Ordinance shall govern.



3. Capital Improvements

The option to utilize services for design and construction of Zoo Miami projects, improvements, and maintenance may be carried out through the Foundation, under direction from the County and Zoo Director. Whenever a formal selection process is utilized by either Party for the selection of architects, engineers, or contractors, where subjective factors are evaluated as a condition of award, each Party shall designate, when feasible, a representative to participate in the process of evaluation and recommendation. Capital improvements shall be constructed in accordance with the adopted master strategic plan and applicable procedures. Either Party may contract for design and construction services and perform the related contract management function, all subject to the applicable legal requirements including but not limited to bonding requirements and competitive bidding. No projects, including new construction, exhibit, feature, or other capital improvements, may be undertaken unless funding is set forth in the approved budget.

4. Budget

The County and the Foundation shall, on an annual basis, collaborate in the development of a consolidated budget representing the combined resources and expenditure plans of both Parties for Zoo Miami, aligned with approved fiscal year budgets by BCC. The Parties shall, no later than September 1 of each year, present to the Zoo Board a proposed consolidated budget for Zoo Miami marketing, capital, and master plan improvements. The Budget shall be consistent with the master strategic plan and identify all anticipated receipts of income and all capital, maintenance, and operating expenses expected to be explicitly borne by each of the Parties during the fiscal year. It is understood that due to unique audit requirements and the existence of independent financial accounting systems, the consolidated budget will include separate Foundation and County budget components.

5. Zoo Operations

Except with respect to those functions specifically identified in this Operating Agreement to be performed by the Foundation, the County shall be primarily responsible for the operations of Zoo Miami. Specifically, the County will be responsible for the following Zoo Miami functions:

- a. Building and grounds maintenance, including security;
- b. Food services;
- c. Conservation and research;
- d. Transportation within the park;
- e. Animal care and veterinary services;
- f. County gate revenue collection and administrative support;
- g. Graphics;



6 Foundation Operations

No activity to be conducted by the Foundation shall be in contravention of any existing right of any concessionaire or other third-party contractor of the County, and the Foundation agrees to immediately cease and desist from any such activity upon request from the County.

The County shall provide to the Foundation office space within Zoo Miami reasonably required by the Foundation to conduct its activities in support of Zoo Miami. In addition, the County shall provide to the Foundation space within Zoo Miami as may be reasonably required for the Foundation to conduct fundraising activities in support of Zoo Miami.

7. Marketing

Unless otherwise identified in this Agreement to be performed by the County, the Foundation shall be responsible for Zoo Miami's marketing and promotions in accordance with the Strategic Marketing Plan jointly developed by the Foundation and Zoo Miami and approved by Zoo Miami, the Foundation shall carry out certain public relations, group sales, and guest services activities in cooperation with Zoo Miami staff, with the approval and agreement of the Zoo Director, aligned with AZA accreditation standards. To the extent feasible and in the best interest Zoo Miami, the County's general advertising and marketing contract(s) may be utilized by the Foundation for externally procured marketing services. In the event the Foundation does not employ the use of the County's general advertising and marketing contracts, the Foundation shall be authorized to procure outside marketing services, subject to the appropriate budget authorization. The County shall reimburse the Foundation for the Foundation's expenditures under this section to the extent such funds are available for that purpose and to the extent such funds are included in the budget on an annual basis by the Board of County Commissioners for advertisement, marketing, and promotion at Zoo Miami.

8. Fundraising

The Foundation is the fundraising arm of Zoo Miami. Accordingly, the Foundation shall be the primary non-profit organization with which the County has contracted to promote, sponsor and support the activities of Zoo Miami. The Foundation shall be principally responsible for efforts to solicit corporate, foundation and individual donations. The Foundation shall be primarily responsible for applying for and administering, in conjunction with the County, all grants from the federal, state or local governments.

Fundraising shall be performed only for activities and programs specifically approved in the master strategic plan. Fundraising goals and related timetables shall be in accordance with the approved master strategic plan and budget. Private fundraising shall conform to the national Standards of Philanthropy established by the National Charities Information Bureau as well as the standards for Charitable Solicitations established by the Council for Better Business Bureaus.

9. Donor Recognition Program

In connection with its fundraising, the Foundation shall at all times maintain a donor recognition program (e.g. signs, plaques, special tours, and annual memberships) to express the Parties' gratitude for public beneficence. The donor recognition program shall be subject to all applicable legal



requirements. The Parties shall abide by the terms of the donor recognition program. Any donor recognition, physical or financial, shall require joint approval from the Zoo Director (or designee) and the Foundation CEO (or designee).

10. Marketing Partnership, Naming, and Sponsorships

Both Parties can seek and secure marketing partnerships, naming opportunities, and sponsorships for Zoo Miami. The following guidelines will assist in successfully seeking or securing these valuable partnerships, ensuring mutual benefits and a lasting positive impact on wildlife and visitors alike.

Pursuant to the Marketing Partnerships Program, County Implementing Order 8-9 as currently implemented:

- If the marketing partnership / proposal is under \$1,000,000 it can be approved/signed by the Mayor or Mayor's Designee without Board of County Commissioners (approval).
- If the marketing partnership / proposal is for \$1,000,000 or greater then it needs Board of County Commission approval.
- If the marketing partnership / proposal is for a naming of a County facility then it needs to go to the Board for approval regardless of the dollar amount.

A portion of revenue generated through marketing partnerships, naming rights, and sponsorships shall be allocated to support conservation initiatives and enhancements to Zoo Miami facilities. Specific allocation and use of these funds shall be reviewed and mutually agreed upon by the Parties prior to the execution of any agreements or contracts.

11. Special Tours

In connection with its fundraising and goodwill efforts on behalf of Zoo Miami, the Foundation shall be entitled to conduct walkway tours of Zoo Miami, including "behind-the-scenes" service road tours, free of charge. Any tours (front- or back-of-house) that involve an animal component, experience, or encounter will be processed through the County Sales and Events department to ensure appropriate scheduling at a significantly discounted rate. All animal component, experience, or encounter tours should be booked two weeks in advance, if possible, but at least forty-eight (48) hours before. Any tour involving an animal component, experience, feeding, or encounter requires a Zoo Miami staff member to accompany the tour as per Zoo Miami safety protocols and procedures. If the 48-hour notice is not possible, the Foundation will provide as much advance notice as possible and will provide the reason the requisite notice was not provided. Tours other than during normal business hours will be reserved for major benefactors (\$750,000+) only, and notice will be provided to the Zoo Director for approval.

A portion of the proceeds from Foundation special tours will go directly to the Zoo Miami Conservation Trust Fund



12. Education

Unless otherwise identified in this Operating Agreement to be performed by the County, the Foundation and the County shall be jointly responsible for carrying out educational programming at Zoo Miami. As a component of the master strategic plan, the Parties agree to jointly complete a comprehensive education program for Zoo Miami. Proposed expenditures for educational programming shall be identified in the master strategic plan.

13. Membership Costs, Zoo Passes, Zoo Foundation Membership Resident Rates Discounts

Immediately upon execution of this Operating Agreement, the Foundation, in cooperation with the Parks, Recreation, and Open Spaces Department, shall develop an appropriate Zoo Membership program. Such program shall balance the need to broaden the support membership base with optimizing earned operating revenue for Zoo Miami. The program shall be approved by the Zoo Board. The Foundation shall contribute a portion (see a. and b. below) of Membership revenues to the Zoo Miami Support Fund in accordance with this section of the Operating Agreement.

a. Membership Contribution

This Operating Agreement covers the terms, financial and otherwise, which will permit, encourage, and promote annual membership of Zoo Miami.

Reviews shall take place from time to time to determine whether any modifications are needed to the membership revenue contribution model.

The intended goals for restructuring the revenue contribution model are to:

- Propose a model that encourages revenue growth in membership with mutual organizational benefits that will strengthen the partnership between the Parties;
- Reinforce the contribution support for Zoo Miami; and
- Continue promotion of Zoo Miami internally and externally to encourage membership and support for Zoo Miami.

b. Membership Revenue Contribution

The Foundation will initially contribute 10% of gross Membership Revenues* to the Zoo Miami Support Fund up until October 1, 2025 at which time the contribution will increase to 20% annually for years 1-3 of this Operating Agreement. In year 4, if the master strategic plan is underway and remains financially feasible for the Foundation, the Foundation's contribution will increase to 30%. Of the yearly membership contribution, a minimum of 3% will be earmarked towards Zoo Miami capital equipment and improvement needs. Zoo Miami and the Foundation will work collaboratively to find opportunities for branding and recognition of the Foundation's support, including, but not limited to, naming opportunities, brand marketing, public relations, press releases, etc.

*Membership Revenues are defined as a sale or renewal of Zoo Miami membership. Excluded from this amount are operational, services, or mission-based income such as:



- Miscellaneous income such as service fees from reprinting cards, sales of promotional items or other such revenues;
- Donations garnered from members for conservation or capital projects; and
- Sponsorships or other donations through programs such as Friends of Zoo Miami, Wild Bunch and other similar programs

c. Support for Annual Membership

Zoo Miami will continue to provide opportunities to market and promote Zoo Miami membership within Zoo Miami property, including physical signage and banners, digital marketing and other suitable media. All production costs for signage, marketing and promotion in support of Annual Memberships will be paid for by the Foundation. The space will be made available by Zoo Miami at no cost to the Foundation.

The use of exit sales will allow paid Zoo Miami visitors to apply a portion of their admission towards the purchase of membership.

- i. Zoo Drive
 - a. Road banners promoting annual membership (a welcome sign to members, a goodbye sign for exit sales)
 - b. Entry marquis to feature promotion of annual membership
- ii. Park Exit of Zoo Miami
 - a. Large frame sign directing exit sales to Member Services (just upon exiting the park where the sidewalk splits)
 - i. Sign will also have info about upcoming events/programs
 - b. Signage along exit walkway (banner along pelican lake and sign at exit gate)
- iii. Zoo Miami Marketing and PR
 - a. Place "Free (or discounted) to ZMF Members" tag in select zoo ads
 - b. Revise tag to read "Free entry to Annual Members of Zoo Miami" and include on select advertising and PR. (or similar)
 - c. Promotion of membership program through Zoo Miami marketing
 - i. Commit messaging or ad space during select periods each year where Membership is promoted
 - ii. Ex: Egg Safari: Skip the lines- Become an Annual Member and never wait. Sign up by April 10 and save \$20 using the code "EGG"
 - iii. Ex: Purchase or renew Annual Membership in November, and receive 50% off of a gift membership
- iv. Zoo Miami Social Media
 - a. Place ZMF and Member specific content on Zoo Miami's social media channels throughout the year, as approved by the joint marketing group.
- v. Zoo Miami Website and E-Newsletter
 - a. PR support for major member promotions
 - b. Annual Membership info and web banner on "Visit the Zoo" and "Home" page of website.

- c. Permanent Annual Membership promotion on "Zoo News" email to non-members.
- d. Permanent Membership Renewal Reminders on e-newsletters (ZMF)
- vi. Keeping It Wild
 - a. Printed and/or online newsletter sent to members and public through content share with the Foundation and Zoo Miami.
 - b. Geared towards increasing patronage of Zoo Miami/the Foundation revenue programs, renewals, promotion of Zoo animals, staff, sponsors and donors.
- vii. Contribution Signage
 - a. As part of the "Membership Contribution Agreement," a sign may be posted on larger public projects funded with membership dollars from the Foundation.

14. Audit

The Foundation shall maintain its books and records in accordance with generally accepted accounting principles. Each year, the Foundation shall cause its books and records to be audited by an independent certified public accountant, and a copy of the audited financial statement shall be delivered to the County not later than one hundred and twenty days after the end of the Foundation's fiscal year. The County is hereby authorized to access the books and records of the Foundation during normal business hours, upon reasonable notice to the Foundation or to its independent auditor, such data as may be needed to adequately reflect the operation of the Foundation and the Foundation's compliance with the terms of this Agreement.

15. Term; Effectiveness

This Operating Agreement shall become effective on the date that the County executes this Operating Agreement. This Agreement shall be in effect for the period of three years (3) following its effective date, and shall be automatically reviewed, and then renewed, annually for subsequent terms of one year.

The County may end this Agreement, with or without cause, by providing written notice to the Foundation at least 365 days before the effective date of termination of its intent to terminate this Agreement for convenience.

The Foundation may end this Agreement, with or without cause, by providing written notice to the County at least 365 days before the effective date of termination of its intent to terminate this Agreement for convenience.



16. Performance Measures and Benchmarks

Each year, an annual performance review shall be conducted between August and September as part of the renewal process for the Operating Agreement. At this annual performance review, each party's performance will be evaluated and measured against the following benchmarks, ensuring that continued progress and growth are assessed and incorporated into future plans.

The following are agreed-upon performance measures and benchmarks for use in the annual performance review when determining renewal of the Operating Agreement. **Zoo Miami**

- Attendance – Target 1,000,000 (annually)
- Zoo Miami Secret Shopper Score – Target 4.00 out of 5.00 (quarterly)
- Net Promoter Score – Target 50 (quarterly)
- Conservation Support and Funding – Target \$450,000 (annually)
- Avg. Customer Satisfaction Score – Target 4.00 out of 5.00 (annually)

Zoo Miami Foundation

- Membership Revenue- attain FY budget goal (annually)
- Donation Revenue- attain FY Budget goal (annually)
- Grant Revenue- attain FY Budget goal (annually)
- Learning Experiences Revenue- Attain FY goal (annually)
- Member Net Promoter Score- Target 50 (quarterly)
- Learning Experiences Program Satisfaction Score- 4.5 out of 5.0 (annually)

17. County Maintenance Effort

The County will make good faith efforts to maintain the County general fund subsidy to Zoo Miami at no less than 80 percent of the average subsidy level for fiscal years FY 2025 - FY 2026 provided, however, such subsidy is subject to an annual appropriation by the Board of County Commissioners from legally available revenues in accordance with Florida law. Such general fund subsidy shall only be used to pay for the cost of operating Zoo Miami.

18. Public Records

- a. The Foundation agrees to keep and maintain public records in the Foundation's possession or control in connection with the Foundation's performance under this Agreement. The Foundation additionally agrees to comply specifically with the provisions of section 119.0701, Florida Statutes. The Foundation shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the County, as the case may be.
- b. Upon request from the County's custodian of public records, the Foundation shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.



- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County, as the case may be, but expressly excluding architectural drawings.
- d. Upon completion of this Agreement or in the event of termination by either Party, any and all public records relating to this Agreement in the possession of the Foundation shall be delivered by the Foundation as directed by the County, at no cost to the County, within seven (7) days. All such records stored electronically by the Foundation shall be delivered to the County in a format that is compatible with the County's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Foundation shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to the Foundation after completion or termination of this Agreement shall be withheld until all records are received as provided herein.
- f. The Foundation's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the County.

Section 119.0701(2)(a), Florida Statutes

IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

THE MIAMI-DADE COUNTY PARKS, RECREATION AND OPEN SPACES DEPARTMENT, ATTN: MR. DAVE LIVINGSTONE, (305) 755-7824, dcl@miamidade.gov, 275 NW 2ND STREET, 5TH FLOOR, ROOM 555, MIAMI, FL 33128-1719.

19. General Provisions

During the term of this Operating Agreement, the following provisions shall apply:

- a. Neither the County nor the Foundation may transfer in any fashion all or any part of its respective interest in this Operating Agreement to a third party.
- b. The County and the Foundation shall obey all laws, statutes, ordinances, codes, rules, and regulations of all governmental entities with appropriate authority and jurisdiction, including meetings insurance levels in accordance with established County Risk Management requirements.
- c. Indemnification

The Foundation 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 solely from the negligent performance of this Operating Agreement by the Foundation or its employees, agents, servants, partners principals or subcontractors. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party. The Foundation 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 attorney's fees which may issue thereon. The Foundation expressly understands and agrees that any insurance protection required by this Operating Agreement or otherwise provided by the Foundation 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.

Subject to Section 768.28, Florida Statutes, the County shall indemnify and hold harmless the Foundation and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Foundation 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 solely from the negligent performance of this Operating Agreement by the County or its employees, agents, servants, partners principals or subcontractors. However, nothing herein shall be deemed to indemnify the Foundation from any liability or claim arising out of the negligent performance or failure of performance of the Foundation or any unrelated third party. Subject to section 768.28, Florida Statutes, the County shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Foundation, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Operating Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Foundation or its officers, employees, agents and instrumentalities as herein provided.

Section 768.28, Florida Statutes, provides that the County shall not be held liable to pay a person injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County.

- d. No indulgence, consent to, or waiver of any breach of any provision of this Operating Agreement by either Party shall be construed as a consent to or wavier of any other breach of the same of any other provision of this Operating Agreement unless specifically acknowledged in writing by both Parties.



- e. The occurrence of any non-performance of any action required hereunder, or the performance of any action contrary to the terms of this Operating Agreement shall constitute the default of this Operating Agreement.
- f. Upon notice of default by either Party, the Party receiving such notice shall immediately cure or, if such default cannot be immediately cured, commence to cure the default, if such default exists. Failure to cure a default immediately or to immediately commence and diligently pursue cure within 60 days, shall be adequate grounds for immediate termination of this Operating Agreement.

Correspondence and notices shall be in writing to the respective persons named below, by personal delivery, or delivery by a recognized overnight carrier, or electronic email with a delivery receipt to the addresses set forth below, or at such other address(es) as a Party may designate in writing sent to the other Parties in the matter set forth herein:

For the Foundation: Chair of Board of the Zoo Miami Foundation
12400 SW 152 Street
Miami, FL 33177-9990
Attn: Jose Romano
jromano@zoomiami.org

For the County: County Mayor Miami-Dade County
111 NW 1 Street, Suite 2910
Miami, FL 33128

For the Zoo: Zoo Director
12400 SW 152 Street
Miami, FL 33177-9990
Attn: Will Elgar
William.elgar@miamidade.gov

Copy: Miami-Dade County Attorney
111 NW 1 Street, Suite 2810
Miami, FL 33128

Service by personal delivery, or overnight courier shall be effective upon receipt. Service by email shall be deemed delivered when receipt of the email notice is confirmed by the sender or twenty-four (24) hours after its transmission, whichever is sooner.

- g. Where any approval is required, such approval shall not be unreasonably withheld or unduly delayed.
- h. This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- i. In the event any one or more of the provisions contained in the Operating Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such



invalidity, illegality, or unenforceability shall not affect any other provision of this Operating Agreement and this Operating Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. Further, in the event that any provision of this Operating Agreement shall be held to be invalid, illegal or unenforceable by virtue of its scope, but may be made valid, legal or enforceable by limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it valid, legal or enforceable under the laws of the jurisdiction in which validity, legality, or enforceability is sought.

- j. Contracts to be entered into in furtherance of this Operating Agreement shall be subject to all applicable County ordinances and State law.

20. Sovereign Rights

It is expressly understood that notwithstanding any provisions of this Operating Agreement and the County's status thereunder:

- a. The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county or city under State law and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature applicable to the planning, design, construction and development of Zoo Miami or the operation thereof, or be liable for the same.
- b. The County shall not by virtue of this Operating Agreement be obligated to grant any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development, and/or operation of Zoo Miami.
- c. Notwithstanding and prevailing over any contrary provision in this Operating Agreement, any County covenant or obligation that may be contained in this Operating Agreement shall not bind the Board, the County's Planning and Zoning Department, DERM, or any other County, Federal or State Department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

This Operating Agreement constitutes the entire agreement between the Foundation and the County and may not be changed or amended except in writing and duly approved and signed by the Parties.



[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties set their hands and seal of approval.

ATTEST:

JUAN FERNANDEZ BARQUIN,
CLERK

WITNESS

BY: _____

BY: _____

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

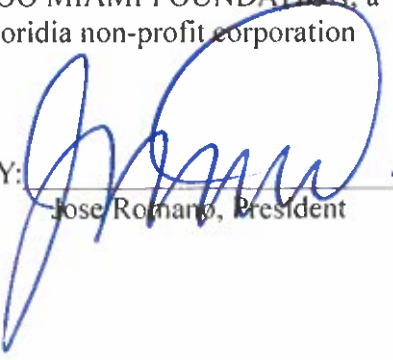
WITNESS

BY: _____
County Mayor

BY: _____

ZOO MIAMI FOUNDATION, a
Florida non-profit corporation

WITNESS

BY:  _____
Jose Romano, President

BY:  _____
MARINA DEL C. COSTA



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: December 16, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(1)

Please note any items checked.

- ☐ "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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved *Danielle Levine Carr* Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)
12-16-25

RESOLUTION NO. R-1211-25

RESOLUTION APPROVING THE SECOND AMENDED AND
RESTATED MIAMI-DADE ZOOLOGICAL PARK AND
GARDENS OPERATING AGREEMENT; AUTHORIZING THE
COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO
EXECUTE SAME AND EXERCISE ALL PROVISIONS
CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying
County Mayor's memorandum, a copy of which is incorporated herein by reference,

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

Section 1. This Board incorporates and approves the foregoing recital as if fully set
forth herein.

Section 2. This Board approves the terms of and authorizes the County Mayor or
County Mayor's designee to execute and enforce all provisions, including termination, of the
Second Amended and Restated Miami-Dade Zoological Park and Gardens Operating Agreement
("Operating Agreement") attached hereto as Attachment A.

The foregoing resolution was offered by Commissioner **Kionne L. McGhee** ,
who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado**
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	absent	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Vicki L. Lopez	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of December 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mjs

Melanie J. Spencer