

**SIXTH AMENDMENT TO CAPITAL MAINTENANCE AND  
CAPITAL IMPROVEMENTS COST DISBURSEMENT AGREEMENT  
BETWEEN CITY OF JACKSONVILLE AND  
THE JACKSONVILLE ZOOLOGICAL SOCIETY, INC.**

This **SIXTH AMENDMENT** to Capital Maintenance and Capital Improvements Cost Disbursement Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **JACKSONVILLE ZOOLOGICAL SOCIETY, INC.**, a Florida not-for-profit corporation (the "Society"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed in the Agreement.

**RECITALS:**

**WHEREAS**, the City and Society previously entered into that certain Capital Maintenance and Capital Improvements Costs Disbursement Agreement dated May 17, 2019 (City of Jacksonville Contract #7182-32) (as amended, the "Agreement") whereby the City agreed to allow Society to make certain capital improvements and capital repairs to City-owned land, buildings, and facilities over a five year period in accordance with the terms of the Agreement; and

**WHEREAS**, Phases 1 through 5 of the Improvements are complete, and the Jacksonville City Council, pursuant to Ordinance 2023-504-E, has appropriated funding for the Phase 6 Improvements to be completed in Fiscal Year 2023-2024 and has authorized execution of this Amendment; and

**WHEREAS**, the City and Society desire to amend the terms of the Agreement by increasing the maximum indebtedness by \$12,000,000.00 to a new total maximum indebtedness not to exceed \$41,000,000.00, with all other provisions, terms, and conditions of the Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 1.3 of said Agreement is amended by increasing the maximum indebtedness by \$12,000,000.00 to a new total maximum indebtedness not to exceed \$41,000,000.00, and as amended shall read as follows:

"1.3 Maximum Indebtedness. The maximum indebtedness of the City under this Agreement shall be an amount not to exceed the total cumulative sum of FORTY-ONE MILLION AND NO/100 DOLLARS (\$41,000,000.00), contingent on the existence of lawfully appropriated funds, with an anticipated 6-year cumulative funding amount, inclusive of all other fees or costs pursuant to this Agreement of FORTY-ONE MILLION

AND NO/100 DOLLARS (\$41,000,000.00), with matching funds to be provided by the Society. In order to remain eligible for each subsequent annual appropriation to this Agreement, Society must demonstrate it: (i) has entered into binding design, construction, inspection, and related contracts for the prior Phases of the Improvements, committing at least 75% of the previously authorized funds to such agreements and is diligently pursuing the construction and improvements as authorized hereby; and (ii) has matching funds equal to the City's appropriation for any given year, available to be applied to the applicable Phase of the Improvements. The parties agree that any uncommitted funds from a Phase will be carried over and available for commitment in subsequent Phases."

3. Section 3.1 of the Agreement is amended to provide for reimbursement to Society for its Verified Direct Costs for Phase 6 of the Improvements in an amount not to exceed \$12,000,000.00, and as amended shall read as follows:

"3.1 Terms of Disbursement. Subject to an appropriation of funds therefor, City agrees to reimburse Society for its Verified Direct Costs incurred and paid for the design and construction of each approved Phase of the Improvements on the terms and conditions hereinafter set forth. For the 2018-2019 African Forest Exhibit improvements, the disbursement amount shall be the lesser of 50% of the Verified Direct Costs or \$5,000,000.00. For the 2019-2020 Improvements, the disbursement amount shall be the lesser of 50% of the Verified Direct Costs or \$5,000,000.00. For the 2020-2021 Improvements, the disbursement amount shall be the lesser of 50% of the Verified Direct Costs or \$5,000,000.00. For the 2021-2022 Improvements, the disbursement amount shall be the lesser of 50% of the Verified Direct Costs or \$5,000,000.00. For the 2022-2023 Improvements, the disbursement amount shall be the lesser of 50% of the Verified Direct Costs or \$5,000,000.00. For the 2024-2025 Improvements, the disbursement amount shall be the lesser of 50% of the Verified Direct Costs or \$4,000,000. Should the total Verified Direct Costs incurred by Society applicable to a Phase of the Improvements amount to a sum less than the applicable Maximum Improvements Disbursement Amount, City shall only be liable for 50% of the actual amount of the Verified Direct Costs for such Phase. After Substantial Completion of any Phase of the Improvements, any costs savings may be applied by the City to any subsequent authorized Phase of the Improvements. As of the Effective Date hereof, the City has appropriated \$12,000,000 for the Improvements (the "Advance Amount"), that had previously been anticipated to be appropriated in three equal tranches of \$4,000,000 for three consecutive years, commencing October 1, 2026. The Advance Amount may be disbursed for 100% of the applicable Verified Direct Costs of the Improvements on a work performed and invoiced basis. The Society shall provide evidence of the Society's matching dollars spent against the Advance Amount on a quarterly basis until the full match amount has been met."

**SAVE AND EXCEPT** as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement, as previously amended, shall remain unchanged and shall continue in full force and effect.

**IN WITNESS WHEREOF**, this Sixth Amendment is executed the day and year first above written.

**ATTEST:**

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Donna Deegan  
Mayor

**WITNESS:**

**THE JACKSONVILLE ZOOLOGICAL  
SOCIETY, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_  
Print/Type Name

By: \_\_\_\_\_  
Jeff Eitling  
Executive Director

Form Approved:

\_\_\_\_\_  
Office of General Counsel

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Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount

In accordance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; however, this certification is not, nor shall it be interpreted as an encumbrance of funding under the contract. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

The stated amount is the maximum fixed monetary amount of the contract. It shall not be encumbered by the contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

\_\_\_\_\_  
Director of Finance  
City Contract Number: \_\_\_\_\_