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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(D)(1)(C)
05-08-07

RESOLUTION NO. R-551-07

RESOLUTION RATIFYING EXECUTION OF AN AMENDMENT TO AN EXISTING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE NATURE CONSERVANCY FOR CONTINUED PROVISION OF LAND ACQUISITION AND OTHER SERVICES FOR THE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying 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 this Board hereby ratifies the execution of the attached Amendment to an existing Agreement between Miami-Dade County and The Nature Conservancy, as Trustee of The Nature Conservancy Charitable Trust, for continued provision of land acquisition and other services for the Miami-Dade County Environmentally Endangered Lands Program, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County, Florida, to execute amendments to this agreement, and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner Joe A. Martinez, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss 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 | absent | 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 | absent | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 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.

Robert A. Duvall

# Memorandum

MIAMI-DADE COUNTY

**Date:** May 8, 2007

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

Agenda Item No. 8(D)(1)(C)

**From:** George M. Burgess
County Manager

**Subject:** Resolution Ratifying the Execution of an Amendment to an Existing Agreement Between Miami-Dade County and The Nature Conservancy for Continued Provision of Land Acquisition and Other Services for the Environmentally Endangered Lands Program

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**Recommendation**

It is recommended that the Board ratify the execution of the attached amendment to an existing agreement between Miami-Dade County and The Nature Conservancy Charitable Trust, a non-profit organization, for continued provision of land acquisition and other services to the Environmentally Endangered Lands (EEL) Program. The Board approved the existing agreement on March 8, 2001, via Resolution No. R-189-01, which expires on April 19, 2007. The amendment extends the existing agreement for two additional years. It was necessary to execute this agreement prior to formal Board approval in order execute the agreement before the April 19, 2007, expiration of the existing agreement.

**Scope**

This agreement provides services for the EEL Program, which is countywide in nature.

**Fiscal Impact/Funding Source**

The maximum annual cost of this agreement is $254,076 for the first year and $261,698 for the second year, a three (3) percent increase. The total two-year maximum cost of is $515,774. The agreement can be cancelled by the County with 60 days written notice. Funding for this agreement will be provided from the EEL Acquisition Trust Fund.

**Track Record/Monitor**

TNC has successfully negotiated the purchase of over 16,000 acres of wetlands within EEL project areas for acquisition by the County (10,000 acres) and the South Florida Water Management District (6,000 acres). Approximately 2,000 additional acres have been acquired with assistance from the State of Florida and other agencies. They have an excellent track record in negotiating option agreements, resolving problems that are identified during negotiations, and preparing the option contracts for EEL purchases. In addition, the organization's experience statewide, its expertise in government land acquisition under State law, and working knowledge of the State land conservation and grant programs have benefited Miami-Dade County. The Director of DERM will monitor this contract.

**Background**

Since 2001, the Nature Conservancy (TNC) has been an integral part of the land acquisition activities for the EEL Program. The TNC essentially acts as a land acquisition agent on behalf of the County in acquiring conservation lands from willing sellers. The County has a continuing need for TNC's services, which include negotiating land purchases and the preparation of the real estate option agreements by TNC's legal office. As evident in the increased appearance of EEL purchases on Board agendas over the past year, changing market conditions and updated appraisals have resulted in an increase in successful negotiations with willing sellers. The number of signed agreements negotiated by TNC for Board approval in 2006 more than doubled from the previous year. By way of information, TNC's percentage cost of all parcels they have coordinated including closed and pending transactions is 3.7 percent. TNC has been an important part of the EEL Program and it is therefore recommended that the Board ratify execution of this amendment to allow the continuance of our relationship with TNC for an additional two years.

Assistant County Manager

# MEMORANDUM
**(Revised)**

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

**DATE:** May 8, 2007

**FROM:** Murray A. Greenberg
County Attorney

**SUBJECT:** Agenda Item No. 8(D)(1)(C)

**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**

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**AMENDMENT I**
**MIAMI-DADE COUNTY**
**ENVIRONMENTALLY ENDANGERED LANDS PROGRAM**
**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AMENDMENT** is made and entered into this 20th day of April, 2007, by and between Miami-Dade County, a political subdivision of the State of Florida ("County") and The Nature Conservancy, a District of Columbia nonprofit corporation, authorized to transact business in the State of Florida as The Nature Conservancy, Inc., as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended, exempt from Federal taxation under Section 501(c)(3) of the Internal Revenue Code ("Conservancy").

**WHEREAS**, County and Conservancy entered into that certain Dade County Environmentally Endangered Lands Program Agreement for Professional Services dated April 20, 2001, (the "Agreement"), which provided for the Conservancy to perform certain services in connection with the County's Environmentally Endangered Lands Program; and

**WHEREAS,** the term of the Agreement expires April 19, 2007;

**WHEREAS**, the County and Conservancy desire to extend the term of the Agreement and to amend the cost schedule; and

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the County and Conservancy hereby agree as follows.

1. The Agreement shall continue to be in full force and effect for an additional period of two (2) years from its current expiration date or sixty (60) days after receipt by the Conservancy of written notice of termination from the County, whichever shall first occur (the "Extension Term").
2. Section 3.01 is hereby amended to provide that County shall pay the Conservancy for its direct and indirect costs incurred in performing the work hereunder (the "Contract Fee") an amount not to exceed $254,076.00 (the "Maximum Fee") for the first year of the Extension Term, which sum shall be paid on a cost reimbursable basis in accordance with the Fee Schedule attached as Exhibit "A" and incorporated herein by reference. The Maximum Fee for the second year of the Extension Term shall be increased by an amount equal to three percent (3%) of the previous year's Maximum Fee.



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3. In addition to the Contract Fee, the County shall reimburse the Conservancy for option agreement fees and/or earnest money deposits (the "Option Fees") that the Conservancy has paid to landowners in the process of assisting the County in acquiring the property during the term of this Agreement.
4. This Agreement may be amended by mutual written agreement of both parties.

ALL ELSE REMAINS THE SAME

**IN WITNESS WHEREOF**, the parties have set their hand and affixed their seals this 27th day of February, 2007.

THE NATURE CONSERVANCY, a nonprofit District of Columbia Corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended

Barbara J. Berger
Witness

Betty Hernandez
Witness

By: Maria Melchiori
Maria F. Melchiori

Its: Acting State Director

(Corporate Seal)

53-0242652
F.E.I.D. No.

1/31/07
Date signed by Conservancy

Legal: APR 1/31/07

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By: [signature]

Print Name: George M. Burgess

Its: County Manager

Attest: [signature]

Date: Feb 27, 2007

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

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STATE OF FLORIDA )
)
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 31st day of Jan., 2007, by Maria F. Melchiori, as Acting State Director of The Nature Conservancy, a District of Columbia nonprofit corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended, who is personally known to me and did not take an oath.

(NOTARY PUBLIC)
SEAL

Barbara J. Berger
My Commission Expires:_____

BARBARA J. BERGER
Commission # DD0175213
Expires 2/23/2007
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

STATE OF FLORIDA )
)
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this____ day of _____, 2007, by _____, as _____ of Miami-Dade County, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me and who did not take an oath.

(NOTARY PUBLIC)
SEAL

_____
Notary Public

_____
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:_____
My Commission Expires:_____



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Exhibit A
Fee Schedule

HOURLY RATE RANGES

The hourly rate ranges for various positions for the first contract year are listed as below. The personnel charges will be billed at the actual rate.

| **Position** | **Hourly Rate Ranges (including benefits)** | |
|---|---|---|
| | Low End | High End |
| Associate Director of Protection | $44.91 | $51.64 |
| Senior Field Representative | $37.92 | $47.73 |
| Field Representative | $27.79 | $37.41 |
| Stewardship staff | $49.65 | $57.10 |
| Marketing staff | $33.55 | $38.17 |

Reimbursable expenses include travel, communications, supplies, and miscellaneous expenses that cover training and meeting fees, dues, staff monthly parking fees, and any expenses necessary to implement this agreement.

The Conservancy's indirect costs shall be calculated based on its current overhead rate of 25% in accordance with the Negotiated Indirect Cost Rate Agreement (NICRA) letter from the U.S. Department of Interior ("DOI") dated May 24, 2006. In the event that the Conservancy's NICRA is revised, the indirect cost rate paid hereunder shall automatically be adjusted to such revised rate, provided however, in no event shall any rate adjustments require the County to pay in excess of the Maximum Fee.

* The Nature Conservancy will provide legal and administrative support with attorney, legal assistant, finance staff and administrative staff. These staff will not charge time to the county contract.

## MAXIMUM CONTRACT FEES

| | |
|---|---|
| Year 1 - 2007-08 | $ 254,076 |
| Year 2 2008-09 | $ 261,698 |
| TOTAL | $ 515,774 |

# Memorandum

MIAMI-DADE COUNTY

**Date:** February 12, 2007

**To:** Roger M. Carlton
Assistant County Manager

**From:** Carlos Espinosa, P.E., Director
Environmental Resources Management

**Subject:** Resolution Ratfiying an Amendment to an Existing Agreement Between Miami-Dade County and The Nature Conservancy for Continued Provision of Land Acquisition and Other Services for the Environmentally Endangered Lands Program

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The attached Amendment 1 to an existing Agreement with The Nature Conservancy (TNC) is being submitted for your execution and subsequent ratification by the Board. TNC has been providing land acquisition and other related services to the EEL Program since 2001. Our existing agreement is set to expire on April 19, 2007. It was originally planned to have this item ready for the February GOE meeting with subsequent approval by the Board in March, thereby leaving sufficient time to extend the agreement prior to the expiration date. However, there were delays in the drafting of the amendment and obtaining legal sufficiency from both parties involved, and we were not able to have this item ready by the February GOE deadlines. Therefore, we are requesting that this item be executed prior to formal Board approval and submitted to the Board as a ratification item for the March GOE meeting

The amendment extends the existing agreement for two additional years. The expected annual cost of this agreement for the first year is $254,076, and, for the second year, increases by three (3) percent to $261,698, for a total two-year cost of $515,774. Funding for this agreement has been, and will continue to be, provided from the EEL Acquisition Trust Fund.

The TNC essentially acts as a land acquisition agent on behalf of the County in acquiring conservation lands from willing sellers. The County has a continuing need for TNC's services, which include negotiating land purchases and the preparation of the real estate option agreements by TNC's legal office. As evident in the increased appearance of EEL purchases on Board agendas over the past year, changing market conditions and updated appraisals have resulted in an increase in successful negotiations with willing sellers. The number of signed agreements negotiated by TNC for Board approval in 2006 more than doubled. The TNC has been an important part of the efficient management of the EEL Program and execution of this amendment will allow for the continuance of our relationship with TNC for an additional two years.