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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

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

Resolution No. R-214-08

Date: March 4, 2008

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

From: George M. Burgess, County Manager

Subject: Resolution Authorizing the County Manager to Accept a Grant Award from The Nature Conservancy for Acquisition of Wetlands by the Environmentally Endangered Lands Program

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Recommendation

It is recommended that the BCC approve the attached Resolution authorizing the County Manager to accept a Grant Award from The Nature Conservancy in the amount of $72,000 plus interest for acquisition of wetlands by the DERM Environmentally Endangered Lands (EEL) Program.

Scope

Land acquisition under this grant will be limited to Commission Districts 7, 8 and 9.

Fiscal Impact/Funding Source

The EEL Program will receive $72,000 plus interest for land acquisition.

Track Record/Monitor

Not Applicable

Background

The Nature Conservancy (TNC) has funds available that are earmarked for wetland acquisition. TNC is offering a grant of $72,000 to the EEL Program for the acquisition of saltwater or freshwater wetlands within existing EEL Project areas known as the South Dade Wetlands and the Biscayne Coastal Wetlands. The project areas are shown in Exhibit A on page 4 of the grant offer. When received, this grant money will be held in the EEL Trust Fund until used for the purchase of one or more approved parcels. In accordance with the grant conditions, all grant-funded property will be managed consistent with EEL's standard lands management supported by the EEL Management Trust Fund. Compliance with the grant conditions does not require additional work on the part of County staff, except for providing copies of all closing documents and the management plan for all grant-funded property.

This grant offer will benefit the EEL Program and the County in fulfilling the purposes set forth in Chapter 24-50 of the County Code.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: March 4, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(D)(1)(B)

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**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(D)(1)(B)
03-04-08

RESOLUTION NO. **R-214-08**

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ACCEPT A GRANT AWARD FROM THE NATURE CONSERVANCY FOR ACQUISITION OF WETLANDS BY 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; and

WHEREAS, this Board desires to accomplish the purposes of Section 24-50 of the Code of Miami-Dade County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby accepts the grant award in the amount of $72,000 plus interest and agrees to the conditions set forth in the Grant for Real Estate Acquisition from The Nature Conservancy, and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, Florida, and to receive and expend any and all monies received for the purposes described in the grant offering through the Environmentally Endangered Lands Program, 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 Sally A. Heyman 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	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of March, 2008. 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

The Nature Conservancy
SAVING THE LAST GREAT PLACES ON EARTH

The Nature Conservancy in Florida
222 S. Westmonte Drive, Suite 300
Altamonte Springs, FL 32714

tel [407] 682.3664
fax [407] 682.3077

nature.org/florida

January 11, 2008

MIAMI DADE COUNTY, a political subdivision of the State of Florida
c/o Environmentally Endangered Lands Program
Attn: Emilie Young, Director
701 NW 1st Court, 6th Floor
Miami, Florida 33136

Re: Grant for real estate acquisition

Dear Ms. Young:

We are very pleased to inform you that The Nature Conservancy (the "Conservancy") has agreed to make this Grant to Miami Dade County, a political subdivision of the State of Florida ("Awardee"), in the amount of $72,000 plus accrued interest to the date of distribution.

The purpose of this Grant is to partially reimburse the Awardee's acquisition of property located within the boundaries of the *Miami Dade County Environmentally Endangered Lands Program* (the "Program"). A map showing the boundaries of the Program is attached as Exhibit "A." The property purchased with the above-referenced grant funds shall be referred to in this Grant Agreement as the "Property."

This Grant is subject to the following conditions.

1. The Property shall be managed in a manner consistent with the conservation of saltwater or freshwater wetlands in Miami Dade County.

2. The Property shall be managed in accordance with all laws, rules and regulations now or hereafter governing the Program.

3. The Property must be located within the designated Program boundaries identified on Exhibit "A" and shall be subject to an appropriate management plan thereunder for saltwater or freshwater wetlands.

4. In the event the Awardee conveys the Property for any purpose that is not entirely consistent with the conservation of saltwater or freshwater wetlands, then Awardee shall pay the sum equal to the amount of the grant funds distributed under this grant to the Conservancy.

5. The grant funds can only be used by the Awardee for the purposes described herein.

Awardee shall submit the following deliverables to the Conservancy:

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1. Copies of all closing documents (recorded deed, affidavits, title insurance policy, closing statement) as soon as reasonably practicable following Awardee's receipt of the same.

2. A copy of the management plan within which the Property will be included. The management plan for the Property shall identify species of special concern, incorporate specific strategies and actions for protection and enhancement of the natural resources occurring on the Property, and describe the relevant recovery plans and how they relate to on-site management needs.

A disbursement of $72,000.00 plus accrued interest to the date of distribution will be made directly to the Miami Dade County Department of Environmental Resources Management upon receipt and acceptance of the above deliverables.

This Grant is subject to the "Grant Conditions" outlined on the attached form. Please indicate your acceptance of the terms of this letter and accompanying Grant Conditions by signing the enclosed copy of this letter and returning it to us.

If you have any questions, please do not hesitate to contact me at (407) 682-3664.

Sincerely,

Jeff Danter
Florida State Director

Attachment

1/11/08
Attorney Date

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ACCEPTED AND AGREED TO:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY

By: _____
Deputy Clerk

By:_____
for County Manager George Burgess

Print Name:_____

[Clerk's Seal]

Approved as to form
And legal sufficiency:

_____
Assistant County Attorney

The foregoing was accepted and approved on the ___ day of _____ by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

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Exhibit "A"

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The Nature Conservancy Grant Conditions

Below are conditions to which an Awardee must adhere in the expenditure or use of the funds provided by the Conservancy.

EXPENDITURE LIMITED TO DESIGNATED PURPOSES

Grant funds may be spent only in accordance with the provisions of the Awardee's funding request and budget submitted to the Conservancy. Expenditure of Grant funds is subject to modification only with the Conservancy's prior written approval. Any Grant funds not expended or committed for the purposes of this Grant must be returned to the Conservancy.

The Conservancy may monitor and evaluate the Awardee's activities, on the Property. This may include visits by Conservancy personnel and agents, discussions with Awardee's personnel, and review of financial and other records and materials related to the activities financed by this Grant in an effort to determine whether Awardee's activities meet the Conservancy's funding objectives.

ACCOUNTS, AUDITS AND RECORDS

The Awardee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Grant to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. These records shall be maintained for a period of one year after the final expenditure report is submitted. The books and accounts, files and other records of the Awardee pertaining to this Grant, shall at all times be available for inspection, review and audit by the Conservancy. The Awardee shall be responsible for reimbursing for any disallowance of any expenditures related to the work the Awardee has performed.

ASSIGNMENT

This Grant may not be assigned by the Awardee in whole or in part without the prior written consent of the Conservancy.

NO AGENCY

No legal Partnership or agency is established by this Grant. Neither party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other party or for the account of the other party. Neither party shall be bound by any acts, representations, or conduct of the other.

COMPLIANCE WITH U.S. LAWS AND REGULATIONS

The Awardee agrees, represents, and warrants that in connection with any business transaction contemplated by this Contract, the Awardee will comply with all U.S. laws and regulations (including, but not limited to anti bribery statutes) and will not take any actions that might cause The Nature Conservancy to be in violation of any U.S. laws and regulations (including, but not limited to anti-bribery statutes).

APPLICABLE LAW

This Grant shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A. and applicable U.S. federal law.

ENTIRE GRANT, WAIVERS AND AMENDMENTS

This Grant constitutes the entire Grant between the Conservancy and the Awardee. No waiver, modification or amendment of any of the terms or conditions stated herein shall be effective unless set forth in writing and duly signed by the Conservancy and the Awardee.

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