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

Memorandum

MIAMI-DADE COUNTY

Date: September 4, 2013

Agenda Item No. 8(H)(3)

To: Honorable Rebeca Sosa, Chairwoman
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Resolution No. R-688-13

Subject: Agreement with Fairchild Tropical Botanic Garden, Inc. to Provide Biological Monitoring Program Services for Miami-Dade Natural Area Preserves

Recommendation

It is recommended that the Board authorize the execution of an agreement with Fairchild Tropical Botanic Garden, Inc. (FTBG) to provide Biological Monitoring Program services for Miami-Dade County natural area preserves. This agreement is in the best interest of the County and will continue the effective management of natural area preserves which include more than 80 properties totaling in excess of 25,000 acres with over 100 endangered plant species.

Scope

Fairchild Tropical Botanic Garden is located at 10901 Old Cutler Road, Coral Gables, FL 33156 in Commission District 7, Commissioner Xavier L. Suarez; however, the services provided under the agreement are for nature preserves located throughout the County.

Fiscal Impact/Funding Source

This agreement (Attachment A) is for two years in an amount not to exceed $120,000.00. The terms of the agreement provide for FTBG to receive up to $60,000.00 for FY 2014 and $60,000.00 in FY 2015. Funding will be provided through the Miami-Dade Parks, Recreation and Open Spaces Department (PROS) General Fund Index Code PREOUT347801.

Track Record/Monitor

The proposed agreement will be administered by PROS through its Natural Areas Management Division Manager, Joe Maguire.

Background

The Biological Monitoring Program has a county-wide scope in that it provides monitoring of native habitats and rare plants in more than 80 nature preserves located throughout Miami-Dade County. The current agreement with FTBG approved under Resolution R-808-07 (Attachment B), has resulted in many significant discoveries and accomplishments. FTBG coordinated the preparation of a comprehensive Natural Areas Management Plan, completed and published a study on the impacts of the exotic Natal Grass on native pine rockland habitat, analyzed 10 years of wildland fire records, discovered numerous new populations of critically imperiled plants, collected, grew and outplanted more than a dozen species to augment dwindling wild populations, and monitored and mapped populations of more than 25 critically imperiled plant species.

FTGB is an internationally renowned botanical garden that provides a unique combination of experience and resources for this project. Under the proposed contract, FTBG will continue to implement the Biological Monitoring Program for plant conservation, and assist in updating adaptive habitat restoration plans that will include community and species level goals, restoration priorities, and measurable objectives. Additionally, FTBG will design monitoring programs for plants of critical importance, fire effects of plants and habitats, and measuring impacts of public recreation on native habitats. FTBG will devote one part-time staff person to the monitoring program.

On July 23, 2002, the Board approved Resolution No. R-841-02 approving the execution of a five year agreement with FTGB for development and implementation of a Biological Monitoring Program for the County's natural area preserves. That agreement expired on August 5, 2007. The Biological Monitoring Program continued under the Board approved Resolution No. R-808-07 on July 10, 2007. This five year contract was funded by the Environmentally Endangered Lands Program (EEL), Management Trust Fund. This agreement expired on September 8, 2012 and was extended for one year with the approval of the Mayor. The extension will expire on September 8, 2013. The attached agreement has a two year term to match available PROS funding so as not to overextend the contract without having identified funding in place and EEL funding is currently unavailable. Based on the agreement amount of less than $250,000.00, a waiver of formal bid in not required as in previous agreements.

The County has a long history of successful collaborations with FTBG on the monitoring of nature preserves. In 1989, FTGB and the County entered into a Conservation Partnership whereby FTGB assisted in developing management plans for numerous park preserve areas. In the wake of Hurricane Andrew, the County contracted with FTBG (R-1556-93) to develop a GIS-based remote sensing program that allowed Parks' resource managers to identify non-native plant invasions. This monitoring system was useful in tracking large-scale vegetation patterns in post-hurricane vegetation management.

Attachments

Lisa M. Martinez, Senior Advisor
Office of the Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 4, 2013

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

SUBJECT: Agenda Item No. 8(H)(3)

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**

_____ **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 ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(3)
9-4-13

RESOLUTION NO. R-688-13

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH FAIRCHILD TROPICAL BOTANIC GARDEN, INC. FOR A BIOLOGICAL MONITORING PROGRAM FOR MIAMI-DADE COUNTY NATURAL AREA PRESERVES IN AN AMOUNT NOT TO EXCEED $120,000.00; AND FURTHER AUTHORIZING THE EXECUTION OF ANY AMENDMENTS AND EXTENSIONS AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purpose 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 approves an Agreement with Fairchild Tropical Botanic Garden Inc. to provide Biological Monitoring Program services for Miami-Dade County natural area preserves for two years, in an amount not to exceed $120,000.00 and authorizes the County Mayor or County Mayor's designee to execute the Agreement for and on behalf of Miami-Dade County, and to execute any amendments to the Agreement and to exercise the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, 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:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**absent**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2013. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.
Miguel A. Gonzalez

Attachment A

AGREEMENT

THIS AGREEMENT, is made and entered into this ___day of _____, 2013 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, referred to herein as the "the County" through its PARKS, RECREATION AND OPEN SPACES DEPARTMENT ("PROS") and FAIRCHILD TROPICAL BOTANIC GARDEN, INC., a non-profit organization, whose address is: 10901 Old Cutler Road, Coral Gables (Miami), Florida, 33156, herein referred to as "Fairchild," and

WITNESSETH

WHEREAS, PROS is responsible for the management of more than 80 natural area preserves covering more than 25,000 acres that contain various native plant communities with populations of invasive exotic and rare native plants; and

WHEREAS, the restoration of these natural areas requires the integration of applied management and monitoring to ensure ecosystem sustainability; and

WHEREAS, the County wishes to continue the monitoring program it began through Agreement with Fairchild in 2002; and

WHEREAS, Fairchild recognizes the imperative for conserving the flora of Miami-Dade and wishes to undertake these responsibilities subject to the terms and conditions set forth below; and

NOW THEREFORE, the parties agree as follows:

SECTION 1. BIOLOGICAL MONITORING PROGRAM

A. Fairchild agrees to continue the Biological Monitoring Program for plant conservation. The role of Fairchild is to provide scientific and field expertise, and specifically deliver the following:

1. For key rare and exotic species prioritized by both parties, provide monitoring procedures, reports on occurrences, locations, threats, population trends and management recommendations.

2. Assist preserve managers with tasks including plant identification, restoration activities, accompanying visiting researchers, and other on-site activities as needed.

3. Collect native plant propagules to grow plants for (a) County restoration projects, (b) long-term seed storage at the National Center for Genetic Resources Preservation, and (c) ex situ conservation collections at Fairchild.

4. An annual review to include management and monitoring results, progress review, and work plan for the next year.

B. In order to accomplish the above, Fairchild shall, within thirty (30) days of the execution of this Agreement by both parties, provide the County the name and resume of a Project Manager employed by Fairchild that will be assigned to work on the Biological Monitoring Program. Work under this agreement will be limited to that which the Fairchild Project Manager or her designee can carry out during 24 weeks per year for two years. The parties understand and agree that the Project Manager will be required to devote a portion of this part-time work at Fairchild and not in the field.

C. For the purposes of this Agreement, the term "Project" shall include all of Fairchild's duties and responsibilities required to perform the work and accomplish the results described in Subsection A and B of this Section.

SECTION 2. COMPENSATION TO FAIRCHILD

A. Definitions

"Project costs" shall be defined as the wages and benefits of the Project Manager, travel expenses, materials for Fairchild's Geographic Information Systems Lab (GIS Lab), ESRI contract, attendance at relevant scientific meetings, field and office supplies, data storage, batteries, software, cell phone charges, books, journals and printing.

"Administrative costs" shall be defined as overhead charge equal to fifty-one (51%) percent of the wages and benefits of the Project Manager and all other Fairchild employees working directly on the Project based on the percentage of time devoted directly to the Project. The contract overhead rate is applied to the project's direct salaries and benefits and is based on indirect costs consisting exclusively of salaries and related benefits of individuals working in the accounting, personnel and other administrative areas of the organization. This indirect cost rate was submitted and negotiated with the National Science Foundation, a Federal agency, under contract dated September 1, 2005, following the guidelines in OMB Circular A-133.

B. In consideration of Fairchild's services to be rendered pursuant to this Agreement, County shall pay project costs and administrative costs as defined above, which sum shall be paid on a cost reimbursable basis in accordance with the cost schedule attached hereto as "Exhibit A."

C. Fairchild shall invoice the County through Parks on a twice-annual basis. Invoices shall be directed to Parks, Recreation and Open Spaces Department, Natural Areas Management Division, 22200 SW 137th Avenue, Miami, Florida, 33170. The County shall pay to Fairchild its Project Costs as evidenced by

documentation specified in section 2D. Backup documentation can be kept on file at Fairchild. A semi-annual summary shall be submitted by the Fairchild Project Manager with each invoice. The County shall pay Fairchild's invoices within thirty (30) days of delivery of the invoice and summary to Parks.

D. Fairchild shall maintain accurate and complete books, records and documents such as vouchers, bills, invoices, receipts, cancelled checks, and contracts, sufficient to reflect properly all receipts and expenditures of funds for the purposes expressed herein. The system of accounting will be in accordance with generally accepted accounting principles, consistently applied. Fairchild shall permit, upon request, authorized representatives of Miami-Dade County to inspect and audit all books, records, documents and other supporting data and documentation relating to its performance of this allocation. These rights of audit shall extend for a period of three (3) years following the completion of this project.

SECTION 3. USE AND OWNERSHIP OF INFORMATION

The parties acknowledge and agree that Fairchild shall provide the County with information and scientific data, including GIS data, obtained and developed in carrying out its duties and responsibilities hereunder. It is further agreed that Fairchild may retain and use said information and scientific data, including GIS data, obtained in carrying out its duties and responsibilities hereunder without any obligation, financial or otherwise, to the other parties hereto.

SECTION 4. TERM

Unless otherwise terminated, this Agreement shall remain in full force and effect for a period of two years from date; however, nothing shall preclude the County and Fairchild from extending the term of this Agreement upon the same terms and conditions for additional periods as the County may deem necessary or appropriate for purposes of natural areas management and preservation of Miami-Dade world heritage flora. Each extension and associated budget shall be agreed upon, in writing, not later than sixty days prior to the end of the applicable term. For the County, extensions must be approved by the Mayor of Miami-Dade County.

SECTION 5. TERMINATION

This Agreement may be terminated by either party upon sixty (60) days notice in accordance with the following terms: 1) Notification must be made in writing; 2) Expenditures for labor, equipment, material, and Project Costs shall cease as of the notification date except as agreed upon by the County in writing. Fairchild shall be paid for all Project Costs plus the administrative fee up to the date of termination.

SECTION 6. AMENDMENTS

This Agreement may be modified or amended only by written document, properly authorized, executed, and delivered by and to both parties. For the County, amendments must be approved by the Mayor of Miami-Dade County..

SECTION 7. NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the County:
Natural Areas Manager
Natural Areas Management Division
Parks, Recreation and Open Spaces Department
22200 SW 137th Avenue
Miami, FL 33170

As to the Fairchild:
Director
Fairchild Tropical Botanic Garden
10901 Old Cutler Road
Miami, FL 33156

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivering date indicated by the U.S. Postal Service on the return receipt.

SECTION 8. COUNTY EVENT OF DEFAULT

Without limitation, the failure by the County to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "County Event of Default." If a County Event of Default should occur, Fairchild shall have all of the following rights and remedies which it may exercise singly or in combination:

A) The right to declare that this Agreement together with all rights granted to County hereunder are terminated, effective upon such date as is designated by Fairchild.

B) Any and all rights provided under federal laws and the laws of the State of Florida.

SECTION 9. FAIRCHILD EVENT OF DEFAULT

Without limitation, the failure by Fairchild to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "Fairchild Event of Default. If a Fairchild Event of Default should occur, the County shall have all of the following rights and remedies which it may exercise singularly or in combination:

A) The right to declare that this Agreement together with all rights granted to Fairchild hereunder are terminated, effective upon such date as is designated by the County.

B) Any and all rights provided under federal laws and the laws of the State of Florida.

SECTION 10. TIME IS OF THE ESSENCE

It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.

SECTION 11. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and Fairchild agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

SECTION 12. COUNTERPARTS

This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

SECTION 13. RIGHT OF OTHERS

Nothing in this Agreement express or implied is intended to confer upon any persons other than the parties hereto any rights or remedies under or by reason of this Agreement.

SECTION 14. NONDISCRIMINATION

Both parties agree that they shall not discriminate as to sex, race, color, creed, national origin, age, handicap, or marital status in connection with its performance under this Agreement.

SECTION 15. INVALIDITY OF CLAUSE

The invalidity of any portion, article, paragraph, provision or clause of this Agreement, or extension(s) thereof, shall have no effect upon the validity of any other part or portion thereof.

SECTION 16. ARTICLE HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

SECTION 17. SEVERABILTY

The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.

SECTION 18. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the Mayor of Miami-Dade County or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and Fairchild Tropical Botanic Garden, Inc. has caused this Agreement to be executed in its name by the Fairchild Director or designee, attested by _____, all on the day and year first written above.

Harvey Ruvin
Clerk of the Board

Attest:

By: _____
Name: _____
Title: Clerk of the Board

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

By: _____
Name: _____
Title: Mayor

Fairchild signatures below

By: _____
Name: Carl Lewis
Title: Director
Fairchild Tropical Botanic Garden, Inc.

Exhibit A

FAIRCHILD/MIAMI-DADE COUNTY BIOLOGICAL MONITORING CONTRACT - BUDGET DETAIL

	Agreement Funds	
Expense items	**2013-14**	**2014-15**
Personnel		
PT Project Manager/ Field Botanist	$37,000	$37,000
Program Supplies	$4,130	$4,130
SUBTOTAL	$41,130	$41,130
Overhead (51% of total salaries, costs + benefits)	$18,870	$18,870
TOTAL	$60,000	$60,000

ATTACHMENT B

Attachment B

Approved _____ Mayor
Veto _____
Override _____

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

Agenda Item No. 8(M)(1)(A)

07-10-07

RESOLUTION NO. R-808-07

RESOLUTION AUTHORIZING WAIVER OF FORMAL COMPETITIVE BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B) OF THE CODE OF MIAMI-DADE COUNTY AND PROVISIONS OF ADMINISTRATIVE ORDER 3-38 BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; APPROVING AN AGREEMENT WITH FAIRCHILD TROPICAL BOTANIC GARDEN, INC., IN AN AMOUNT NOT TO EXCEED $777,575.00 FOR A BIOLOGICAL MONITORING PROGRAM FOR MIAMI-DADE COUNTY NATURAL AREA PRESERVES, AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SUCH AGREEMENT AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purpose 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 finds that it is in the best interest of the County to waive formal competitive bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(B) of the Code of Miami-Dade County and Administrative Order 3-38 by a two-thirds (2/3) vote of the Board members present, and approves an agreement with Fairchild Tropical Botanic Garden, Inc., substantially in the form attached hereto and made a part hereof, for five (5) years in an amount not to exceed $129,158.00 the first year and increasing no more than five percent (5%) each successive year

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Attachment B

MEMORANDUM

(Revised)

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

DATE: July 10, 2007

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

SUBJECT: Agenda Item No. 8(M)(1)(A)

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

7

for a total agreement amount not to exceed $777,575.00, in order to provide Biological Monitoring Program services for Miami-Dade County natural area preserves. The Board authorizes the County Mayor or his designee to execute such agreement for an on behalf of Miami-Dade County and to execute any amendments to the Agreement and to exercise any cancellation and renewal provisions and any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Carlos A. Gimenez 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	absent
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	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 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.

Monica Rizo

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Attachment B

AGREEMENT

THIS AGREEMENT, is made and entered into this ___day of _____, 2007 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, referred to herein as the "the County" through its PARK AND RECREATION DEPARTMENT ("Parks") and its DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM) and FAIRCHILD TROPICAL BOTANIC GARDEN, INC., a non-profit organization, whose address is: 10901 Old Cutler Road, Coral Gables (Miami), Florida, 33156, herein referred to as "Fairchild," and

WITNESSETH

WHEREAS, Parks and DERM are responsible for the management of more than 80 natural area preserves covering more than 10,000 acres that contain various native plant communities with populations of invasive exotic and rare native plants; and

WHEREAS, the restoration of these natural areas requires the integration of applied management and monitoring to ensure ecosystem sustainability; and

WHEREAS, the County wishes to continue the monitoring program it began through Agreement with Fairchild in 2002; and

WHEREAS, Fairchild recognizes the imperative for conserving the flora of Miami-Dade and wishes to undertake these responsibilities subject to the terms and conditions set forth below; and

NOW THEREFORE, the parties agree as follows:

SECTION 1. BIOLOGICAL MONITORING PROGRAM

A. Fairchild agrees to assist the County in reviewing and updating adaptive habitat restoration plans that include community level goals, restoration priorities, and measurable objectives. Communities will include pine rockland, hardwood hammock, coastal dune and strand, and others as time permits. The County agrees to provide Fairchild with technical staff support and inventory data to assist in this collaborative effort.

B. Fairchild agrees to continue the Biological Monitoring Program for plant conservation. The role of Fairchild is to provide scientific expertise, to conduct literature reviews, and specifically deliver the following:

1. For key rare and exotic species prioritized by both parties, provide monitoring procedures, reports on occurrences, locations, threats, population trends and management recommendations.

2. Design experiments, collect, analyze field data, and compile reports to give timely technical feedback to County land managers related to

Attachment B

Memorandum

MIAMI-DADE COUNTY

Date:	July 10, 2007
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Waiver of Formal Bid Procedures to Execute an Agreement with Fairchild Tropical Botanic Garden, Inc. to Provide Biological Monitoring Program Services for Miami-Dade Natural Area Preserves

Agenda Item No. 8(M)(1)(A)

Recommendation

It is recommended that the Board waive formal bid procedures and the provisions of Administrative Order 3-38 and authorize the execution of an agreement with Fairchild Tropical Botanic Garden, Inc. (FTBG) to provide Biological Monitoring Program services for Miami-Dade County natural area preserves. This agreement is in the best interest of the County and will continue the effective management of natural area preserves which include more than 80 properties totaling in excess of 16,000 acres with over 100 endangered plant species.

Scope

The Biological Monitoring Program has a county-wide scope in that it provides monitoring of native habitats and rare plants in more that 80 nature preserves located throughout Miami-Dade County.

Fiscal Impact/Funding Source

This agreement is for five years in an amount not to exceed $777,575. The terms of the agreement provide for FTBG to receive up to $129,158 for FY 2008; thereafter, the cost for services would increase no more than 5% per year. Funding will be provided through the Department of Environmental Resource Management (DERM), Environmental Endangered Lands Program (EEL), Management Trust Fund.

Track Record/Monitor

On July 23, 2002, the Board approved Resolution No. R-841-02 authorizing waiver of formal bid procedures and approving the execution of a five year agreement with FTGB for development and implementation of a Biological Monitoring Program for the County's natural area preserves. That agreement will expire on August 5, 2007.

The Park and Recreation Department (PRD) and EEL have a long history of successful collaborations with FTBG on the monitoring of nature preserves. In 1989, FTGB and the County entered into a Conservation Partnership whereby FTGB assisted in developing management plans for numerous park preserve areas. In the wake of Hurricane Andrew, the County contracted with FTGB (R-1556-93) to develop a GIS-based remote sensing program that allowed PRD resource managers to identify non-native plant invasions. This monitoring system was useful in tracking large-scale vegetation patterns in post-hurricane vegetation management.

The proposed agreement will be monitored and administered by PRD through its Natural Areas Management Division.

Background

The current agreement with FTBG has resulted in many significant discoveries and accomplishments. FTBG coordinated the preparation of a comprehensive Natural Areas Management Plan, completed and published a study on the impacts of the exotic Natal Grass on native pine rockland habitat, analyzed 10 years of wildland fire records, discovered numerous new populations of critically imperiled plants, collected, grew and outplanted more than a dozen species to augment dwindling wild populations, and monitored and mapped populations of more than 25 critically imperiled plant species.

FTGB is an internationally renowned botanical garden that provides a unique combination of experience and resources for this project. Under the proposed contract, FTBG will continue to implement the Biological Monitoring Program for plant conservation, and assist in updating adaptive habitat restoration plans that will include community and species level goals, restoration priorities, and measurable objectives. Additionally, FTBG will design monitoring programs for plants of critical importance, fire effects of plants and habitats, and measuring impacts of public recreation on native habitats. FTBG will devote one full-time staff person and one part-time assistant to the monitoring program.

Attachments

Alex Muñoz
Assistant County Manager

habitat management concerns and objectives outlined in the Natural Areas Management Plan. These may include, but are not limited to: invasive species, plant/herbivore interactions, plant/pollinator interactions, fire effects, and the impact of public access and recreational use on natural areas.

3. An annual review to include management and monitoring results, progress review, and work plan for the next year.

C. In order to accomplish the above, Fairchild shall, within thirty (30) days of the execution of this Agreement by both parties, provide the County the name and resume of a Project Manager employed by Fairchild that will be assigned full-time to the Biological Monitoring Program. The Project Manager will not be replaced without prior approval of the County. Work under this agreement will be limited to that which the Fairchild Project Manager can carry out during 1 (one) F.T.E. (full-time equivalent) per year and 1 (one) P.T.E. (part-time equivalent) positions. The parties understand and agree that the Project Manager will be required to devote a portion of this full-time work at Fairchild and not in the field.

D. For the purposes of this Agreement, the term "Project" shall include all of Fairchild's duties and responsibilities required to perform the work and accomplish the results described in Subsection A, B and C of this Section.

SECTION 2. COMPENSATION TO FAIRCHILD

A. Definitions

"Project costs" shall be defined as the wages and benefits of the Project Manager, travel expenses, materials for Fairchild's Geographic Information Systems Lab (GIS Lab), ESRI contract, attendance at relevant scientific meetings, field and office supplies, data storage, batteries, software, cell phone charges, books, journals and printing.

"Administrative costs" shall be defined as overhead charge equal to fifty-one (51%) percent of the wages and benefits of the Project Manager and all other Fairchild employees working directly on the Project based on the percentage of time devoted directly to the Project. The contract overhead rate is applied to the project's direct salaries and benefits and is based on indirect costs consisting exclusively of salaries and related benefits of individuals working in the accounting, personnel and other administrative areas of the organization. This indirect cost rate was submitted and negotiated with the National Science Foundation, a Federal agency, under contract dated September 1, 2005, following the guidelines in OMB Circular A-133.

"Other Specified Costs" may be used for any purpose required for the performance of this agreement, including but not limited to subcontractors and FTBG personnel, provided that the expenditure has received prior specific authorization by the County in writing via email and the amount does not exceed

$70,000 over the life of this agreement.

B. In consideration of Fairchild's services to be rendered pursuant to this Agreement, County shall pay project costs, administrative costs, and other specified costs as defined above, which sum shall be paid on a cost reimbursable basis in accordance with the cost schedule attached hereto as "Exhibit A." For each additional year of the term, the project costs may be increased by an amount equal to five percent (5%) of the previous year's Project Costs.

C. Fairchild shall invoice the County through Parks on a twice-annual basis. Invoices shall be directed to Park & Recreation Department, Natural Areas Management Division, 22200 SW 137th Avenue, Miami, Florida, 33170. The County shall pay to Fairchild its Project Costs as evidenced by documentation specified in section 3D. Backup documentation can be kept on file at Fairchild. A semi-annual summary shall be submitted by the Fairchild Project Manager with each invoice. The County shall pay Fairchild's invoices within thirty (30) days of delivery of the invoice and summary to Parks.

D. Fairchild shall maintain accurate and complete books, records and documents such as vouchers, bills, invoices, receipts, cancelled checks, and contracts, sufficient to reflect properly all receipts and expenditures of funds for the purposes expressed herein. The system of accounting will be in accordance with generally accepted accounting principles, consistently applied. Fairchild shall permit, upon request, authorized representatives of Miami-Dade County to inspect and audit all books, records, documents and other supporting data and documentation relating to its performance of this allocation. These rights of audit shall extend for a period of three (3) years following the completion of this project.

SECTION 3. SUBCONTRACTORS

In order to accomplish the objectives of the Monitoring Program, Fairchild may subcontract activities pertaining to this Project subject to prior approval of the County. The County will reimburse Fairchild for approved subcontractor expenses pursuant to Subsection A of Section 2. Invoices containing subcontracted expense shall identify the product or service constituting work pursuant to the Project.

SECTION 4. USE AND OWNERSHI P OF INFORMATION

The parties acknowledge and agree that Fairchild shall provide the County with information and scientific data, including GIS data, obtained and developed in carrying out its duties and responsibilities hereunder. It is further agreed that Fairchild may retain and use said information and scientific data, including GIS data, obtained in carrying out its duties and responsibilities hereunder without any obligation, financial or otherwise, to the other parties hereto.

SECTION 5. TERM

Unless otherwise terminated, this Agreement shall remain in full force and effect for a period of five years from date; however, nothing shall preclude the County and Fairchild from extending the term of this Agreement upon the same terms and conditions for additional periods as the County may deem necessary or appropriate for purposes of natural areas management and preservation of Miami-Dade world heritage flora. Each extension and associated budget shall be agreed upon, in writing, not later than sixty days prior to the end of the applicable term. For the County, extensions must be approved by the County Manager.

SECTION 6. TERMINATION

This Agreement may be terminated by either party upon sixty (60) days notice in accordance with the following terms: 1) Notification must be made in writing; 2) Expenditures for labor, equipment, material, and Project Costs shall cease as of the notification date except as agreed upon by the County in writing. Fairchild shall be paid for all Project Costs plus the administrative fee up to the date of termination.

SECTION 7. AMENDMENTS

This Agreement may be modified or amended only by written document, properly authorized, executed, and delivered by and to both parties. For the County, amendments must be approved by the County Manager.

SECTION 8. NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the County:

Natural Areas Manager
Natural Areas Management Division
Park & Recreation Department
22200 SW 137th Avenue
Miami, FL 33170

As to the Fairchild:

Executive Director
Fairchild Tropical Botanic Garden
10901 Old Cutler Road
Miami, FL 33157

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivering date indicated by the U.S. Postal Service on the return receipt.

SECTION 9. COUNTY EVENT OF DEFAULT

Without limitation, the failure by the County to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "County Event of Default." If a County Event of Default should occur, Fairchild shall have all of the following rights and remedies which it may exercise singly or in combination:

A) The right to declare that this Agreement together with all rights granted to County hereunder are terminated, effective upon such date as is designated by Fairchild.

B) Any and all rights provided under federal laws and the laws of the State of Florida.

SECTION 10. FAIRCHILD EVENT OF DEFAULT

Without limitation, the failure by Fairchild to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "Fairchild Event of Default. If a Fairchild Event of Default should occur, the County shall have all of the following rights and remedies which it may exercise singularly or in combination:

A) The right to declare that this Agreement together with all rights granted to Fairchild hereunder are terminated, effective upon such date as is designated by the County.

B) Any and all rights provided under federal laws and the laws of the State of Florida.

SECTION 11. TIME IS OF THE ESSENCE

It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.

SECTION 12. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and Fairchild agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

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SECTION 13. COUNTERPARTS

This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

SECTION 14. RIGHT OF OTHERS

Nothing in this Agreement express or implied is intended to confer upon any persons other than the parties hereto any rights or remedies under or by reason of this Agreement.

SECTION 15. NONDISCRIMINATION

Both parties agree that they shall not discriminate as to sex, race, color, creed, national origin, age, handicap, or marital status in connection with its performance under this Agreement.

SECTION 16. INVALIDITY OF CLAUSE

The invalidity of any portion, article, paragraph, provision or clause of this Agreement, or extension(s) thereof, shall have no effect upon the validity of any other part or portion thereof.

SECTION 17. ARTICLE HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

SECTION 18. SEVERABILTY

The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.

SECTION 19. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Manager or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County

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Commissioners to be hereto attached; and Fairchild Tropical Botanic Garden, Inc. has caused this Agreement to be executed in its name by the Fairchild Director or designee, attested by _____, all on the day and year first written above.

Harvey Ruvin
Clerk of the Board

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

Attest:

By: _____
Name: _____
Title: Clerk of the Board

By: _____
Name: _____
Title: County Manager

Fairchild signatures below

By: _____, CONTROLLER
FOR Name: Mike Maunder
Title: Executive Director
Fairchild Tropical Botanic Garden, Inc.

Witnesses

MARINA GOZHAD
ASST. CONTROLLER-FAIRCHILD

JOHN HERNANDEZ
STAFF ACCT. - FAIRCHILD

Approved _____ Mayor
Attachment B
Veto _____
Override _____

Agenda Item No. 6(L)(1)(A)
7-23-02

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

RESOLUTION NO. R-841-02

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES AND PROVISIONS OF ADMINISTRATIVE ORDER 3-4 AND APPROVING EXECUTION OF AN AGREEMENT WITH FAIRCHILD TROPICAL GARDEN, INC. FOR DEVELOPMENT AND IMPLEMENTATION OF A BIOLOGICAL MONITORING PROGRAM FOR MIAMI-DADE COUNTY NATURAL AREA PRESERVES; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE ANY AMENDMENTS TO THE AGREEMENT AND EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

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 finds it in the best interest of the County to waive formal bid procedures and the requirements of Administrative Order 3-4 and to approve an Agreement with Fairchild Tropical Gardens, Inc. for the development and implementation of a Biological Monitoring Program for Miami-Dade County Natural Area Preserves, in an amount not to exceed $55,197 the first year and increasing no more than 5% each year, formal bidding being waived in this instance pursuant to Section 4.03 of the Home Rule Charter by two-thirds (2/3) vote of the Board members present; and authorizes the County manager or designee to execute the Agreement for and on behalf of Miami-Dade County , and to execute any amendments to the Agreement and exercise the cancellation provisions contained therein.

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The foregoing resolution was offered by Commissioner Dorrin D. Rolle who moved its adoption. The motion was seconded by Commissioner Gwen Margolis and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro	aye	Jose "Pepe" Cancio, Sr.	aye
Dr. Barbara Carey-Shuler	aye	Betty T. Ferguson	absent
Gwen Margolis	aye	Joe A. Martinez	aye
Jimmy L. Morales	aye	Dennis C. Moss	absent
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson		Rebeca Sosa	aye
		Sen. Javier D. Souto	absent

The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of July, 2002. 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

KAY SULLIVAN
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Angelique Ortega

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Attachment B

MEMORANDUM

Agenda Item No. 6(L)(1)(A)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 23, 2002

FROM: Steve Shiver
County Manager

SUBJECT: Agreement with Fairchild Tropical Garden, Inc. for the Development and Implementation of a Biological Monitoring Program

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing a waiver of formal bid procedures and execution of an Agreement with Fairchild Tropical Garden, Inc. for the development and implementation of a Biological Monitoring Program for Miami-Dade County Natural Area Preserves. This Agreement is for five years in an amount not to exceed $55,197 the first year with annual project costs increasing no more than 5% each year. Funding will be provided through the Department of Environmental Resource Management, Environmental Endangered Lands Program and the Park and Recreation Department Natural Areas Management Division.

BACKGROUND

Miami-Dade County's natural areas includes more than 75 upland preserves totaling in excess of 2,400 acres. These preserves include the only remaining scrub communities in the County, globally-imperiled pine rockland forest, and state-imperiled rockland hammock which contain over 100 endangered plant species. The development and implementation of a biological monitoring program is essential for the successful management of these natural areas. Fairchild Tropical Garden has an in-depth familiarity with the natural areas of Miami-Dade County and provides a unique combination of experience and resources for this project.

In 1989, Fairchild collaborated with the County in managing its natural areas through a Conservation Partnership whereby Fairchild assisted in developing management plans for numerous park preserve areas. In the wake of Hurricane Andrew, the County contracted with Fairchild to develop a Geographic Information System (GIS) remote sensing program that allowed park resource managers to identify non-native plant invasions (Resolution No R-1556-93). This monitoring system was useful in tracking large-scale vegetation patterns in post-hurricane vegetation management.

Fairchild is currently conducting botanical research in a number of areas that are aligned with the objectives of the County's natural areas management program including South Florida Plants and their Environments (SFPE) and "Caribbean Biodiversity". Staff with Fairchild has staff expertise in

technology-based, remote sensing GIS and GPS (Global Positioning System) that will complement and enhance the Biological Monitoring Program. In addition to the GIS Lab, Fairchild also maintains other state of the art facilities including a structure/function lab, virtual and physical herbaria, nursery, and seed biology lab.

Currently, the most severe non-native plant invasions in the forest preserves have been controlled and the preserves are being maintained. Resource managers in the Parks Department and DERM are now focusing on other important restoration challenges in the preserve system including endangered species recovery, fire management, hydrologic restoration, and secondary non-native plant invasions. We need a monitoring program that addresses species and habitat level inventory and mapping at both the habitat and species level along with research and experimentation that is focused on specific restoration objectives.

Pursuant to the provisions of this agreement, Fairchild will develop a Biological Monitoring Program for plant conservation with a five-year implementation schedule that will assist the County in developing and updating adaptive habitat restoration plans, including community and species level goals, restoration priorities, and measurable objectives; and assist in organizing and managing the County's site-management databases. One full-time staff person from Fairchild will be devoted to the monitoring program.

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Attachment B

AGREEMENT

THIS AGREEMENT, is made and entered into this 5th day of Aug, 2002 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, referred to herein as the "the County" through its PARK AND RECREATION DEPARTMENT ("Parks") and its DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM) and FAIRCHILD TROPICAL GARDEN, INC., a non-profit organization, whose address is: 10901 Old Cutler Road, Coral Gables (Miami), Florida, 33156, herein referred to as "Fairchild," and

WITNESSETH

WHEREAS, Parks and DERM are responsible for the management of more than 80 natural area preserves covering more than 10,000 acres that contain various native plant communities with populations of invasive exotic and rare native plants; and

WHEREAS, the restoration of these natural areas requires the integration of applied management and monitoring to ensure ecosystem sustainability; and

WHEREAS, the County wishes to develop and implement this monitoring program through this Agreement with Fairchild; and

WHEREAS, Fairchild wishes to undertake these responsibilities subject to the terms and conditions set forth below; and

NOW THEREFORE, the parties agree as follows:

SECTION 1. BIOLOGICAL MONITORING PROGRAM

A. Fairchild agrees to assist the County in developing and updating adaptive habitat restoration plans that will include community and species level goals, restoration priorities, and measurable objectives. Communities will include pine rockland, hardwood hammock, coastal dune and strand, and others as time permits. Plans for pine rockland, hammock, coastal dune, scrub and strand are to be completed within six months of execution of this agreement. Plans for additional habitats may be developed as time permits. The County agrees to provide Fairchild with existing management plans, technical staff support, and inventory data to assist in this collaborative effort.

B. Fairchild agrees to assist the County in organizing and managing its site management databases for those communities described in Section 1A. This shall be accomplished within one year of execution of this agreement. Both parties agree to provide existing site management data, GIS data, site and species inventory data, and a summary of past and current research occurring in its preserves.

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C. Fairchild agrees to develop a Biological Monitoring Program for plant conservation with a five-year implementation schedule within one year of execution of this Agreement to provide the following:

1. Species level goals, objectives, and action plans for rare native and exotic plants. Species will be selected and prioritized by both parties.

2. Monitoring procedures and schedules to collect, map and analyze pertinent data based on the priorities established in the habitat management plans.

3. Collection, analysis of field data, and compilation of reports and timely technical feedback to County land managers relating to the habitat management objectives.

4. An annual review of management and monitoring results, re-evaluation of objectives, and development of annual management and monitoring work plans.

D. In order to accomplish the above, Fairchild shall, within thirty (30) days of the execution of this Agreement by both parties, provide the County the name and resume of a Project Manager employed by Fairchild that will be assigned full-time to the Biological Monitoring Program. The Project Manager will not be replaced without prior approval of the County. Work under this agreement will be limited to that which the Fairchild Project Manager can carry out during 1 (one) F.T.E. (full-time equivalent) per year. The parties understand and agree that the Project Manager will be required to devote a portion of this full-time work in the GIS Lab and not in the field.

E. For the purposes of this Agreement, the term "Project" shall include all of Fairchild's duties and responsibilities required to perform the work and accomplish the results described in Subsection A, B and C of this Section.

SECTION 2. TERM

The Term of this Agreement will be five (5) years from the date of execution by both parties.

SECTION 3. COMPENSATION TO FAIRCHILD

A. Definitions

"Project costs" shall be defined as the wages and benefits of the Project Manager, mileage, Fairchild's Geographic Information Systems Lab (GIS Lab) materials, ESRI contract, attendance at the annual FL-EPPC meeting, supplies,

data storage, batteries, software, film and photo processing, cell phone charges, books, journals and printing.
"Administrative costs" shall be defined as overhead charge equal to ten (10%) percent of the wages and benefits of the Project Manager and all other Fairchild employees working directly on the Project based on the percentage of time devoted directly to the Project.
"Other Specified Costs" are limited to the cost of any subcontractor required for the performance of this agreement, provided that the expenditure has received prior specific authorization by the County and the amount does not exceed $30,000 over the life of this agreement.

B. In consideration of Fairchild's services to be rendered pursuant to this Agreement, County shall pay project costs and administrative costs not to exceed $55,197 for the first year of the Term, which sum shall be paid on a cost reimbursable basis in accordance with the cost schedule attached hereto as "Exhibit A." For each additional year of the term, the project costs may be increased by an amount equal to five percent (5%) of the previous year's Project Costs. County shall also reimburse Fairchild for Other Specified Costs shown in "Exhibit A."

C. Fairchild shall invoice the County through Parks on a quarterly basis. Invoices shall be directed to Park & Recreation Department, Natural Areas Management Division, 22200 SW 137th Avenue, Miami, Florida, 33170. The County shall pay to Fairchild its Project Costs as evidenced by payroll documentation, vouchers, bills, invoices, receipts, cancelled checks, and contracts together with an administrative cost. A quarterly summary shall be submitted by the Fairchild Project Manager with each invoice. The County shall pay Fairchild's invoices within thirty (30) days of delivery of the invoice and summary to Parks.

D. Within sixty (60) days of execution of this Agreement, the County shall pay Four Thousand Seven Hundred Dollars and No Cents ($4,700.00) to Fairchild to cover project startup costs for the Fairchild GIS Lab

E. Fairchild shall maintain accurate and complete books, records and documents such as vouchers, bills, invoices, receipts, cancelled checks, and contracts, sufficient to reflect properly all receipts and expenditures of funds for the purposes expressed herein. The system of accounting will be in accordance with generally accepted accounting principles, consistently applied. Fairchild shall permit, upon request, authorized representatives of Miami-Dade County to inspect and audit all books, records, documents and other supporting data and documentation relating to its performance of this allocation. These rights of audit shall extend for a period of three (3) years following the completion of this project.

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SECTION 4. SUBCONTRACTORS

In order to accomplish the objectives of the Monitoring Program, Fairchild may subcontract activities pertaining to this Project subject to prior approval of the County. The County will reimburse Fairchild for approved subcontractor expenses pursuant to Subsection A of Section 3. Invoices containing subcontracted expense shall identify the product or service constituting work pursuant to the Project.

SECTION 5. USE AND OWNERSHIP OF INFORMATION

The parties acknowledge and agree that Fairchild shall provide the County with information and scientific data, including GIS data, obtained and developed in carrying out its duties and responsibilities hereunder. It is further agreed that Fairchild may retain and use said information and scientific data, including GIS data, obtained in carrying out its duties and responsibilities hereunder without any obligation, financial or otherwise, to the other parties hereto.

SECTION 6. TERMINATION

This Agreement may be terminated by either party upon sixty (60) days notice in accordance with the following terms: 1) Notification must be made in writing; 2) Expenditures for labor, equipment, material, and Project Costs shall cease as of the notification date except as agreed upon by the County in writing. Fairchild shall be paid for all Project Costs plus the administrative fee up to the date of termination.

SECTION 7. AMENDMENTS

This Agreement may be modified or amended only by written document, properly authorized, executed, and delivered by and to both parties. For the County, amendments must be approved by the County Manager.

SECTION 8. NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the County:

Supervisor
Natural Areas Management
Park & Recreation Department
22200 SW 137th Avenue
Miami, FL 33170

As to the Fairchild:

Director
Fairchild Tropical Garden
10901 Old Cutler Road
Miami, FL 33157

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or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivering date indicated by the U.S. Postal Service on the return receipt.

SECTION 9. COUNTY EVENT OF DEFAULT

Without limitation, the failure by the County to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "County Event of Default." If a County Event of Default should occur, Fairchild shall have all of the following rights and remedies which it may exercise singly or in combination:

A) The right to declare that this Agreement together with all rights granted to County hereunder are terminated, effective upon such date as is designated by Fairchild.

B) Any and all rights provided under federal laws and the laws of the State of Florida.

SECTION 10. FAIRCHILD EVENT OF DEFAULT

Without limitation, the failure by Fairchild to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "Fairchild Event of Default. If a Fairchild Event of Default should occur, the County shall have all of the following rights and remedies which it may exercise singularly or in combination:

A) The right to declare that this Agreement together with all rights granted to Fairchild hereunder are terminated, effective upon such date as is designated by the County.

B) Any and all rights provided under federal laws and the laws of the State of Florida.

SECTION 11. TIME IS OF THE ESSENCE

It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.

SECTION 12. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and Fairchild agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the

parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

SECTION 13. COUNTERPARTS

This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

SECTION 14. RIGHT OF OTHERS

Nothing in this Agreement express or implied is intended to confer upon any persons other than the parties hereto any rights or remedies under or by reason of this Agreement.

SECTION 15. NONDISCRIMINATION

Both parties agree that they shall not discriminate as to sex, race, color, creed, national origin, age, handicap, or marital status in connection with its performance under this Agreement.

SECTION 16. INVALIDITY OF CLAUSE

The invalidity of any portion, article, paragraph, provision or clause of this Agreement, or extension(s) thereof, shall have no effect upon the validity of any other part or portion thereof.

SECTION 17. ARTICLE HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

SECTION 18. SEVERABILTY

The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.

SECTION 19. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

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Attachment B

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Manager or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and Fairchild Tropical Garden has caused this Agreement to be executed in its name by the Fairchild Director or designee, attested by J.L.K., all on the day and year first first written above.

Harvey Ruvin
Clerk of the Board

Attest:

By: Lowell K. Smith
Name: Lowell K. Smith
Title: Clerk of the Board

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

By: Alina T. Hudak
Name: Steve Shiver
Title: County Manager

Fairchild signatures below

By: Julia L. Kornegay
Name: Julia L. Kornegay
Title: Fairchild Director

Witnesses

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Attachment B

Agenda Item No. 3(A)(76)
12-14-93

RESOLUTION NO. R-1556-93

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES AND THE REQUIREMENTS OF ADMINISTRATIVE ORDER 3-2, AND APPROVING EXECUTION OF AGREEMENT WITH FAIRCHILD TROPICAL GARDEN, INC. FOR DEVELOPMENT OF BIOLOGICAL MONITORING SYSTEM FOR POST-HURRICANE RECOVERY OF PARK LAND NATURAL AREAS

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 DADE COUNTY, FLORIDA, that this Board finds it in the best interest of the County to waive formal bid procedures and the requirements of Administrative Order 3-2, and approves the Agreement with Fairchild Tropical Garden, Inc. to develop a biological monitoring system for post-hurricane recovery of park land natural areas, in an amount not to exceed $125,000 as attached hereto and made part hereof, and authorizes execution by the County Manager, including termination provisions; formal bidding being waived in this instance pursuant to Section 4.03 (D) of the Home Rule Charter by two-thirds (2/3) vote of the Board members present.

The foregoing resolution was offered by Commissioner Miguel Diaz de la Portilla, who moved its adoption. The

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motion was seconded by Commissioner Arthur E. Teele, Jr.

and upon being put to a vote, the vote was as follows:

James Burke	aye	Miguel Diaz de la Portilla	aye
Betty T. Ferguson	aye	Maurice A. Ferre	aye
Larry Hawkins	aye	Bruce Kaplan	aye
Natacha S. Millan	aye	Dennis C. Moss	aye
Alexander Penelas	absent	Pedro Reboredo	absent
Javier D. Souto	aye	Sherman S. Winn	aye
Arthur E. Teele, Jr.	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of December, 1993.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

WILLIAM G. OLIVER

By: _____
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

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Attachment B

MEMORANDUM

Agenda Item No. 3(A)(76)

TO Honorable Chairperson and Members
Board of County Commissioners

DATE December 14, 1993

FROM Joaquin G. Avino, P.E., P.L.S.
County Manager

SUBJECT Agreement with Fairchild Tropical Garden, Inc.

RECOMMENDATION

It is recommended the Board approve a waiver of formal bid procedures, provisions of Administrative Order 3-2, and an agreement with Fairchild Tropical Garden, Inc. to develop a biological monitoring system for the post-hurricane recovery of County park natural areas utilizing remote sensing technology, Geographic Information System (GIS) and Global Positioning System (GPS), integrated into Dade County's GIS/GPS. This agreement will be for a three-year period in an amount not to exceed $125,000.

This item was approved by the Parks, Recreation and Arts Committee on November 22, 1993.

BACKGROUND

Both the Park and Recreation Department and Fairchild sustained major biological damage from Hurricane Andrew. The affected land requires major restoration of the natural and landscaped plant communities. Subsequent to the hurricane, the Department applied for and received a $5.447 million grant from the State Post-Hurricane Trust Fund to recover its natural areas. The Department budgeted $125,000 within the grant application for establishing a technology-based, remote sensing GIS/GPS Biological Monitoring System, including obtaining the professional expertise required to design and implement the system.

A technology-based monitoring system is considered the most cost-effective, timely, and accurate method to accomplish land management monitoring goals and objectives. The GIS component is a computer mapping system developing layers of information; the GPS component, operated through satellites, provides a location method of plotting particular points ,e.g., plants or boundaries. This monitoring system would enable the Department, with great accuracy, to inventory and monitor biological conditions conduct assessments of the effectiveness of recovery efforts, and identify and monitor other natural and manmade

occurrences, e.g., beach erosion. Furthermore, inventories of plants, structures, and boundaries provide historical data for future storms allowing quick post-storm response.

At this time, it is recommended that the Board approve an agreement with Fairchild Tropical Garden to develop a remote sensing GIS/GPS Biological Monitoring System for the Park and Recreation Department. This action is in the best interest of the County because Fairchild provides a unique combination of experience and resources for this particular project.

Fairchild and the Department have had a working relationship for over 50 years, wherein Fairchild has acquired an in-depth familiarity with the Department's natural areas. Fairchild, a nonprofit agency, has provided the Department with biological, scientific and technical advice and support to inventory, research and monitor park natural areas. In 1989, the two organizations entered into a Conservation Partnership whereby Fairchild assisted the Department in developing natural areas management plans. This experience can be coupled with Fairchild already having staff with expertise in technology-based biological inventorying and monitoring systems since Fairchild is currently in the process of developing a GIS/GPS biological monitoring system. The Fairchild staff will be critical to the selection of the appropriate equipment and other technical resources to assure that the Department's system is developed properly.

Fairchild will be acquiring additional technical consulting and equipment resources through the Environmental Remote Sensing Center, Institute for Environmental Studies, University of Wisconsin, a pioneer in restoration ecology utilizing remote sensing GIS/GPS. The Center is recognized as a worldwide leader of technology-based restoration. This expertise has direct application to the Department's post-hurricane natural areas recovery goals.

Of the total $125,000, Fairchild will receive $15,000 for administration, with the remaining $110,000 being used for system development and implementation. All equipment, materials, supplies, studies, and related documents purchased with monitoring monies through this agreement will be the property of the Department.

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AGREEMENT

Attachment B

12-14-93
R-1556-93

THIS AGREEMENT, is made and entered into this 14 day of DEC. , 1993 by and between DADE COUNTY, a political subdivision of the State of Florida, referred to herein as the "County" and the PARK AND RECREATION DEPARTMENT, referred herein as "Parks", and FAIRCHILD TROPICAL GARDEN, INC., a non-profit organization, whose address is: 10901 Old Cutler Road, Miami, Florida 33156, herein referred to as "Fairchild", and

W I T N E S S E T H:

WHEREAS, Parks has received a grant from the State Post-Hurricane Trust Fund in the amount of $5.447 million to conduct a three-year "Post-Hurricane Natural Areas Recovery Program" and has budgeted $125,000 from these funds for establishing a technology-based Biological Monitoring System; and

WHEREAS, the County wishes to establish such a System through this Agreement with Fairchild; and

WHEREAS, Fairchild wishes to undertake that responsibility subject to the terms and conditions set forth below.

NOW THEREFORE, the parties agree as follows:

I. EQUIPMENT

Fairchild shall deliver to the County the Equipment listed in the attached Exhibit 1, in new condition, and working order, all to the satisfaction of the County.

II. BIOLOGICAL MONITORING SYSTEM

A. Fairchild agrees to develop for Parks a Biological Monitoring System for the post-hurricane recovery of Park's natural areas utilizing remote sensing technology, Geographic Information System (GIS) and Geographic Positioning System (GPS) integrated into Dade County's GIS/GPS.

B. The Biological Monitoring System will include, but not be limited to, the following:

1. Restoration management and monitoring goals for remote sensing, GIS/GPS.

2. A technology-based land management model, ground-truthing studies needed to interpret remote-sensed data, monitoring studies that track biological conditions and review management standards.

3. Scientific evaluations of the effectiveness of restoration

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Attachment B

treatment and advice to Parks on land management actions.

4. Technical training to Park's personnel in the operation of monitoring equipment and interpretation of data.

C. In order to accomplish the above, Fairchild shall, within thirty (30) days of the execution of this Agreement by both parties, prepare a Development Protocol together with the University of Wisconsin, Environmental Studies and Remote Sensing Center, that contains, at a minimum, the following:

1. The name and resume of a Project Manager employed by Fairchild that will be assigned primary responsibility for implementing the Biological Monitoring System project. The Project Manager will not be replaced without prior approval of the County.

2. The names and resumes of all other people involved in the implementation of the Biological Monitoring System. This shall include employees of both Fairchild and the Environmental Remote Sensing Center, Institute for Environmental Studies, University of Wisconsin.

3. A three-year implementation schedule complete with milestones, decision-points, and deadlines.

4. An itemized list of all project products and documents.

5. A payment schedule tied to project deliverables including, but not limited to, computer hardware, software, reports, maps, and training. Project expenses over the three years shall not exceed $125,000.

D. The Development Protocol is subject to written approval by the County. Fairchild agrees to perform all tasks in the manner and within the times set forth in the approved Development Protocol.

III. PAYMENT

A. The County shall pay to Fairchild up to $50,000 upon delivery and successful testing of equipment described in Exhibit 1. Testing shall mean verification of compliance with equipment descriptions in Exhibit 1 and successful performance with manufacture's specifications.

B. In the event that the County and Fairchild cannot agree on a Development Protocol within the stated period, which may be extended by mutual agreement of the parties, the County shall pay to Fairchild their costs in preparing the Development Protocal as evidenced by vouchers, bills, invoices, receipts, cancelled checks, and contracts. In no event shall these costs payable by the County pursuant to this section exceed $2,000.

C. If the Development Protocol is approved, payments shall be made in the measures set forth in the Development Protocol and shall not exceed $125,000 in the aggregate, including equipment.

IV. MISCELLANEOUS

A. Fairchild shall give to Parks all equipment, materials, supplies, studies, and related documents or items purchased and related documents or items purchased with monitoring monies through this Agreement funded by the State of Florida Trust Fund for Park's "Post-Hurricane Natural Areas Recovery Program" which will be located within the Parks Department.

B. Fairchild shall submit to the Parks Director all documents, financial and otherwise, as required by the State of Florida for Parks to comply with State grant reporting procedures.

C. Fairchild shall maintain accurate and complete books, records and documents such as vouchers, bills, invoices, receipts, cancelled checks and contracts, sufficient to reflect properly all receipts and expenditures of funds for the purposes expressed herein. The system of accounting will be in accordance with generally accepted accounting principles, consistently applied.

D. Fairchild shall permit, upon request, authorized representatives of Dade County to inspect and audit all books, records, documents and other supporting data and and documentation relating to its performance related to this allocation. These rights of audit shall extend for a period of three (3) years following the completion of this project.

V. TERMINATION

This Agreement may be terminated by either party upon sixty (60) days notice in accordance with the following terms: 1) Notification must be made in writing; 2) Expenditures for labor, equipment, material, and project costs shall cease as of the notification date except as agreed upon by Parks in writing.

VI. AMENDMENTS

This Agreement may be modified or amended only by written document, properly authorized, executed, and delivered by and to both parties. For the County, amendments must be approved by the Board of County Commissioners of Dade County, Florida, except as stated within the Agreement.

VII. NOTICE

All notices given under this Agreement shall be in writing and delivered by either certified or registered mail. Notice shall be effectively served when addressed:

To County: County Manager
Metropolitan Dade County
Stephen P. Clark Center
29th Floor
111 N.W. 1 Street
Miami, Florida 33128

Attachment B .

To Fairchild: Director
Fairchild Tropical Garden, Inc.
10901 Old Cutler Road
Miami, Florida 33156

With a copy to: Director
Dade County Park and Recreation Department
50 S.W. 32 Road, Building 1
Miami, Florida 33129

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the appropriate officials, as of the date of this Agreement.

ATTEST: Harvey Ruvin
Clerk of the Board

By: _____
Deputy Clerk

DADE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Joaquin G. Avino, P.E., P.L.S.
County Manager

ATTEST:

By: _____
Calvin Jureit,
Board Secretary

FAIRCHILD TROPICAL GARDEN. INC.

By: _____
James W. McLamore,
President

By: _____
Witness

Attachment B

EXHIBIT 1

EQUIPMENT

QUANTITY	SPECIFICATIONS
1	IBM, or IBM compatable, Pentium PC Workstation: 32 MB Ram, 256 KB cache, 540MB SCSI HD, dual 32 bit fast SCSI, modem, 14,400 BAUD fax and modem, VESA local bus, 17" NI SVGA monitor, 2 MB ATI Ultra Pro Mach 32 video card, Ethernet 10 Base T (network ready), 3.5 floppy, MS-DOS 6.0 Windows, and mouse, 1 year onsite warranty service, 24 hours, 7 days/week manufacturer's technical support.
2/1	1/4" 250 MB external tape drives, or 1 EXABYTE 8mm 2.2 GB external tape drive.
2	IBM, or IBM compatable, 486/66 PCs, 8 MB Ram, 256 KB cache, 3.5" floppy, onboard SCSI, 2 VESA local bus slots, 240 MB HD, modem, 15" SVGA monitor, 1 MB video card, Ethernet 10 Base T (network ready), MS-DOS 6.0, Windows, mouse, 1 year onsite warranty service, 24 hours, 7 days/week manufacture's technical support.
1	HP 650C Designjet, or equivalent, color plotter, A - E size.
1	36" x 48" Cal Comp, or equivalent, digitizing board, and stand.
1	HP 550C, or equivalent, Color Inkjet printer.
3	GPS Field Mapping Receivers with Data Recorders, 6 Channel Parallel Core Receivers, Differential, Carrier Phase and one Pulse Per Second Outputs, 1-5 meter, or submeter, accuracy, differential mode, Full Alphanumeric Keyboard, Removable DOS compatible memory card, RTCM 104 Differential Message Compatible, Post Point Differential Postprocessing Software, RINEX compatable, Integral Geolink Data Collection software, Geolink Data Manager Software, Geolink Livemap Software, and manufacturer's training.
1	Office Workstation: Copy machine, FAX machine, desk, chair, reference table, flat file, file cabinet.

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Memorandum

MIAMI-DADE COUNTY

Date: May 18, 2012

To: Lisa M. Martinez, Senior Advisor
Office of the Mayor

From: Jack Kardys, Director
Parks, Recreation and Open Spaces

GN 5/30

Subject: Extension of Agreement between Miami-Dade County and Fairchild Tropical Botanic Garden

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Attached herewith for your consideration is an agreement extension between Miami-Dade County and Fairchild Tropical Botanic Garden. This extension will continue the existing agreement for an additional year from its current expiration date of September 8, 2012. The agreement will be funded by Parks, Recreation and Open Spaces Department through the General Fund Subsidy and the Environmental Endangered Lands Program. The extension has been reviewed and approved by the County Attorney's Office.

Attachments

JK:jm

c: Maria I. Nardi, Chief, Planning and Research Division
Joe Maguire, Manager, Natural Areas Management

Attachment B

Memorandum

Date: May 18, 2012

To: Carlos A. Gimenez
Mayor

Thru: Lisa M. Martinez
Senior Advisor, Office of the Mayor

From: Jack Kardys, Director
GN 5/24 Parks, Recreation and Open Spaces

Subject: Extension of Agreement between Miami-Dade County and Fairchild Tropical Botanic Garden

On September 8th, 2007, Miami-Dade County and Fairchild Tropical Botanic Garden (FTBG) entered into a five year agreement wherein FTBG is providing biological monitoring services to the County. That agreement will expire on September 8th, 2012. The County would like FTBG to continue these services as they are vital to the effective management of more than 80 nature preserves totaling over 25,000 acres. According to the existing agreement, extensions are to be approved by the County Mayor or Mayor's designee and do not require Board of County Commissioners (BCC) approval. The fiscal year 2013 budget total cost will not exceed $127,947.26. From the $127,947.26, the Parks, Recreation and Open Spaces Department will be funding $60,000 from General Fund Subsidy and $67,947.26 will be funded by the Environmental Endangered Lands Program.

The current agreement with FTBG has resulted in many significant discoveries and accomplishments. FTBG coordinated the preparation of a comprehensive Natural Areas Management Plan, completed and published a study on the impacts of the exotic Natal Grass on native pine rockland habitat, analyzed 10 years of wildland fire records, discovered numerous new populations of critically imperiled plants, collected, grew and outplanted more than a dozen species to augment dwindling wild populations, and monitored and mapped populations of more than 25 critically imperiled plant species. FTGB is an internationally renowned botanical garden that provides a unique combination of experience and resources for this project. FTBG has designed monitoring programs for plants of critical importance, fire effects of plants and habitats, and measuring impacts of public recreation on native habitats.

The contract has been reviewed and approved by the County Attorney's Office.

Attachments

JK:jm

c: Maria I. Nardi, Chief, Planning and Research Division
Joe Maguire, Manager, Natural Areas Management

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AMENDMENT I
MIAMI-DADE COUNTY PARKS, RECREATION AND OPEN SPACES AND PERMITTING, ENVIRONMENT AND REGULATORY AFFAIRS (ENVIRONMENTALLY ENDANGERED LANDS PROGRAM) AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT is made and entered into this 29th day of August, 2012, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("County") through its PARKS, RECREATION AND OPEN SPACES DEPARTMENT ("Parks") and its PERMITTING, ENVIRONMENT AND REGULATORY AFFAIRS DEPARTMENT ("PERA") and FAIRCHILD TROPICAL BOTANICAL GARDEN, INC. ("Fairchild"), a nonprofit organization, whose address is: 10901 Old Cutler Road, Coral Gables (Miami), Florida.

WHEREAS, County and Fairchild entered into that certain Agreement for Professional Services dated September 8, 2007, (collectively, the "Agreement"), which provided for Fairchild to perform certain services in connection with the County's Environmentally Endangered Lands Program natural areas within County Parks; and

WHEREAS, the term of the Agreement expires September 8, 2012; and

WHEREAS, the parties desire to extend the term of the Agreement until September 30, 2013; and

WHEREAS, the original agreement was for a term of five years in an amount not to exceed $777,575, and extending the term of the agreement from September 8, 2012 until September 30, 2013 will result in no additional costs in excess of $777,575;

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 Fairchild hereby agree as follows:

1. Section 5– TERM is hereby modified as follows:

   "Unless otherwise terminated, the Agreement shall remain in full force and effect until September 30, 2013; however, nothing shall preclude the County and Fairchild from extending the term of this Agreement upon the same terms and conditions for additional periods as the County may deem necessary or appropriate for purposes of natural areas management and preservation of Miami-Dade world heritage flora. Each extension and associated budget shall be agreed upon, in writing, not later than sixty days prior to the end of the applicable term. For the County, extensions must be approved by the County Manager."

2. Exhibit A is hereby modified as follows:

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"EXHIBIT A: 6 YEAR BUDGET FOR MONITORING WORK

Budget Category	Years 2008-12 Budget	Years 2008-12 Actual Expenses	Years 2008-12 Balance	2013 Budget
Personnel salaries, fringes, supplies, materials and travel	$492,215.00	$423,907.45	$68,307.55	$87,981.76
Other Specified Costs (subcontractors and other staff)	$70,000.00	$35,277.98	$34,722.02	$1,500.00
Administration	$215,360.00	$190,442.31	$24,917.69	$38,465.50
Totals	$777,575.00	$649,627.74	$127,947.26	$127,947.26

IN WITNESS WHEREOF, the parties have set their hand and affixed their seals this 29th day of May, 2012.

FAIRCHILD TROPICAL BOTANIC GARDEN

By: _____
Carl E. Lewis, PhD, Executive Director

(Corporate Seal)

Date: 5/28/12

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

By: _____
Lisa M. Martinez, Senior Advisor to the Mayor

Date: 5/29/12

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