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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# Memorandum

MIAMI-DADE COUNTY

**Date:** June 7, 2016

Agenda Item No. 8(H)(1)

**To:** Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez
Mayor

**Subject:** Recommendation for Approval to Award a Designated Purchase Contract to Fairchild Tropical Botanic Garden, Inc. to Provide Biological Monitoring Services for Miami-Dade Natural Area Preserves

Resolution No. R-476-16

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**Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the award of a Designated Purchase Contract to Fairchild Tropical Botanic Garden, Inc. (FTBG) to provide biological monitoring services for Miami-Dade County Natural Area Preserves and other land with rare or threatened species.

The biological monitoring services to be provided by FTBG under the recommended agreement are necessary for the continued 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. Given the time-sensitive need for these services and FTBG's unique qualifications to perform this work, the Designated Purchase procedure is recommended. To avoid the need for the future use of the Designated Purchase procedure, the County will evaluate the feasibility of utilizing competitive contracting processes to acquire the biological monitoring services to be provided by FTBG under the recommended agreement.

**Scope**

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

**Fiscal Impact/Funding Source**

The fiscal impact of this five-year agreement (Attachment A ) is a payment by the County to FTBG for services in an amount not to exceed $310,000.00. The terms of the agreement provide for FTBG to receive up to $60,000.00 in FY 2015-16; $70,000.00 for FY 2016-17; $60,000.00 in FY 2017-18; $60,000.00 in FY 2018-19; and $60,000.00 in FY 2019-20, all on a reimbursement basis. Funding will be provided through the Miami-Dade Parks, Recreation and Open Spaces Department (PROS) in the amount of $300,000.00 from general fund index Code PREOUT347801 and $10,000.00 from general fund index code PREMET558010.

**Track Record/Monitor**

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

**Delegated Authority**

The County Mayor or Mayor's designee will have the authority to exercise all provisions of the agreement, including the amendment and termination provisions, consistent with Section 2-8.1 of the County Code and Administrative Order 3-38.

**Background**

On September 4, 2013, the Board approved Resolution No. R-688-13 authorizing the execution of a two-year agreement with FTBG for a Biological Monitoring Program for the County's natural area preserves. 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.

FTBG 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 on plants and habitats, update the Richmond Pineland Management Plan to include current biological surveys, and measure impacts of public recreation on native habitats. FTBG will devote one part-time staff person to the monitoring program. As per Section 2-8.1(b)(3) of the Code that the County pursue the maximum amount of competition available under the circumstances for a Designated Purchase, PROS contacted two other firms; however, both firms were unable to provide all of the required services and having multiple firms and contracts is not viable.

The County has a long history of successful collaboration with FTBG on the monitoring of nature preserves. In 1989, FTBG and the County entered into a Conservation Partnership whereby FTBG assisted in developing management plans for numerous park preserve areas. In the wake of Hurricane Andrew, the County contracted with FTBG through Resolution No. R-1556-93 to develop a geographical information system based remote sensing program that allowed PROS's resource managers to identify non-native plant species invasions. This monitoring system was useful in tracking large-scale vegetation patterns in post-hurricane vegetation management. The Biological Monitoring Program for the County's natural area preserves was developed and implemented after Board approval of Resolution No. R-841-02 in 2002 and has remained a successful partnership with FTBG throughout the years.

Michael Spring, Senior Advisor
Office of the Mayor

ATTACHMENT A

# BIOLOGICAL MONITORING SERVICES AGREEMENT

This Biological Monitoring Services Agreement (the "Agreement"), is made and entered into this _____ day of ,_____2016 by and between Miami-Dade County (the "County"), a political subdivision of the State of Florida, through its Parks, Recreation, and Open Spaces Department ("PROS") and Fairchild Tropical Botanic Garden, Inc. ("Fairchild"), a non-profit corporation organized under the laws of Florida, whose address is 10901 Old Cutler Road, Coral Gables, Florida, 33156.

## RECITALS

**WHEREAS,** PROS is 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 an agreement with Fairchild in 2002; and

**WHEREAS,** the County wishes to revise the Management Plan for the Richmond Pine Rocklands including updated biological survey work; and

**WHEREAS,** Fairchild recognizes the imperative for conserving the County's flora and wishes to undertake these responsibilities subject to the terms and conditions set forth in this Agreement,

**NOW, THEREFORE,** in consideration of the foregoing recitals, each of which the parties agree are true and correct and form a part of this Agreement, and of promises and covenants contained herein the County and Fairchild agree as follows

## AGREEMENT

## ARTICLE 1
## BIOLOGICAL MONITORING PROGRAM

1.01 Scope of Services. Fairchild agrees to continue the Biological Monitoring Program for plant conservation implemented through the agreements between the County and Fairchild adopted through Board of County Commissioners' Resolution Nos. R-688-13 and R-841-02. 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; and

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

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; and

4. Revise the Management Plan for The Richmond Pine Rocklands to include (a) updated biological surveys of the Richmond Pinelands, (b) updated literature reviews and information on rare plants and animals found in Richmond pine rocklands, including recently listed species, (c) updated descriptions of land ownership, (d) updated descriptions of threats to the ecosystem, including invasive animals and (e) updated management recommendations, which will receive input from stakeholders in public meetings; and

5. An annual review to include management and monitoring results, progress review, and work plans for subsequent years.

1.02 Fairchild's Designation of Project Manager. To accomplish the objectives outlined in § 1.01 of this Agreement, 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 and/or his/her designee can carry out during twenty hours per week per year for five years, with the exception of the remainder of FY2016, when the Project Manager and/or his/her designee could work up to forty hours per week. 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.

1.03 "Project" Defined. 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 §§ 1.01 and 1.02 of this Agreement.

## ARTICLE 2
## COMPENSATION TO FAIRCHILD

2.01 Definition of Project and Administrative Costs. As used in this Agreement, "Project and Administrative Costs" shall mean the wages and benefits of the Project Manager, travel expenses, materials for Fairchild's Geographic Information Systems, attendance at relevant scientific meetings, field and office supplies, data storage, batteries, software, books, journals, and printing. Project and Administrative Costs shall also include up to fifty-one percent (51%) of the wages and benefits paid by Fairchild to the Project Manager and any other Fairchild employees working directly on the Project, based on the percentage of their total work schedule that the Project Manager and those other Fairchild

employees devote to the Project. In all events, Project and Administrative Costs shall be limited to those above-described categories of expenses that Fairchild incurs directly as a result of its entry into this Agreement, and in no event shall Project and Administrative Costs include the wages and benefits paid to individuals performing administrative duties for Fairchild (e.g., executives, accountants, and clerks).

2.02 Reimbursement for Project and Administrative Costs. In consideration of Fairchild's services to be rendered pursuant to this Agreement, County shall pay Project and Administrative Costs on a cost-reimbursable basis, in an amount not to exceed the cost schedule attached hereto as "Exhibit A."

2.03 Manner of Invoicing. Fairchild shall invoice the County through PROS on a twice-annual basis. Invoices shall be directed to Parks, Recreation and Open Spaces Department, Natural Areas Management Division, 22200 Southwest 137th Avenue, Miami, Florida, 33170. All invoices submitted to the County pursuant to this § 2.03 shall be accompanied by backup documentation justifying the Project and Administrative Costs for which reimbursement is sought. With each invoice, the Project Manager shall submit a semi-annual summary describing, at a minimum, the work performed under this Agreement and progress on the objectives described in § 1.01 of this Agreement. Payment shall be due to Fairchild within thirty (30) days of delivery of a proper invoice and summary to PROS.

2.04 Maintenance of Records and Audit Rights. 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 the County to inspect and audit all books, records, documents and other supporting data and documentation relating to its performance of this Agreement. These rights of audit shall extend for a period of five (5) years following the completion of the Project.

2.05 Miami-Dade County Inspector General Review. Under § 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Agreement shall be one quarter (1/4) of one percent (1%) of the total contract amount, which cost shall be included in the total contract amount. The audit cost will be deducted by the County from all payments due to Fairchild under this Article. The audit cost shall also be included in contract renewals and extensions.

2.06 Delinquencies Prohibited. As required by § 2-8.1(c) of the Code of Miami-Dade County, upon entering into this Agreement, Fairchild shall verify that all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County-issued parking tickets for vehicles

registered in the name of Fairchild, have been paid. To the extent Fairchild is, or during the term of the Agreement becomes, delinquent on any of the foregoing obligations, the County shall be entitled to deduct any such delinquent amount from any payment due under this Article.

## ARTICLE 3
## USE AND OWNERSHIP OF INFORMATION

3.01 Fairchild's Right to Use Information and Data. The parties acknowledge and agree that Fairchild shall provide the County with information and scientific data, including GIS data, obtained and developed by Fairchild in carrying out its duties and responsibilities under this Agreement. The County's right to possess and use this information and data shall be non-exclusive, and the parties expressly agree that Fairchild, without any obligation to the County (financial or otherwise), may retain a copy of and use said information and scientific data, including GIS data, obtained and developed by Fairchild in carrying out its duties and responsibilities under this Agreement.

## ARTICLE 4
## TERM

4.01 Term of Agreement. Unless otherwise terminated pursuant to Article 5 of this Agreement, this Agreement shall remain in full force and effect for a period of five (5) years from the Effective Date, which shall be the date on which the last party executes the Agreement.

## ARTICLE 5
## TERMINATION

5.01 Termination. This Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice, which notice shall specify the termination date. Upon delivery of a written notice of termination, all work on the Project shall cease, and Fairchild shall submit an invoice in the manner described in § 2.03 of this Agreement, setting forth all Project and Administrative Costs incurred through the termination date, unless the County agrees to a different date in writing. The County shall pay the invoice submitted pursuant to this § 5.01 in the manner described in § 2.03 of this Agreement. If either party terminates the other for cause, for a default not justified by an event of force majeure, then a termination under this § 5.01 shall be without prejudice to the non-defaulting party's right to pursue damages against the defaulting party, provided that neither party shall be entitled to pursue or recover indirect or consequential damages (including, but not limited to, lost profits or revenue or damages for loss of good will) against the other.

## ARTICLE 6
## MISCELLANEOUS TERMS

6.01 Amendments. This Agreement may be modified or amended only by

written document executed by both parties. In the case of the County, amendments that (1) decrease the scope of work under § 1.01 of this Agreement or (2) provide for the payment of additional County funds to Fairchild, shall require the approval of the Board of County Commissioners. Any other amendments may be approved, in writing, by the County Mayor or designee, subject to the approval of the County Attorney for form and legal sufficiency.

6.02 Background Screening. In accordance with the Shannon Melendi Act, Miami-Dade County Ordinance No. 08-07 (as it may be amended from time to time), all of the Fairchild's employees, personnel, volunteers, contractors, consultants and any other entity or persons that will provide any services or perform any work on park property owned by Miami-Dade County must comply with the Shannon Melendi Act before the scheduled start of such employment, volunteerism, or work.

6.03 Duty to Update Disclosures. In connection with its entry into this Agreement, and as required by § 2-8.1(d)(1) of the Code of Miami-Dade County, Fairchild has disclosed its full legal name and business address and the full legal name and business address of all of its officers, directors, and persons holding, directly or indirectly, five percent (5%) or more of outstanding stock in Fairchild. Fairchild shall provide updated disclosures to the County within thirty (30) days of any change to the information last disclosed to the County.

6.04 Required Completion of Uniform County Affidavit. Within thirty (30) days of the Effective Date of this Agreement, Fairchild shall be required to complete and submit the Uniform County Affidavit available online at http://www.miamidade.gov/procurement/library/vendor-affidavits.pdf. Fairchild's failure to submit the Uniform County Affidavit shall render this Agreement voidable at the County's sole and exclusive election.

6.05 Compliance with all Laws. Fairchild agrees that it shall be required to comply with all applicable federal, state, and local laws and regulations, including those of the County, whether or not specifically referenced in this Agreement.

6.06 Time is of the Essence. It is mutually agreed that time is of the essence in the performance of all obligations required to be performed under to this Agreement.

6.07 Public Records. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes, as they may be amended from time to time. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention.

6.08 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 not to contest personal jurisdiction in any proceeding brought in a Florida court, which proceeding concerns a controversy or claim arising out of or relating to this Agreement. Venue for any court action between the parties shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the Miami Division of the U.S. District Court for the Southern District of Florida.

6.09 No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to (a) confer upon any entity or person, other than the expressed parties herein, any rights or remedies under or by reason of this Agreement as a third-party beneficiary, or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

6.10 Non-Discrimination. Fairchild does hereby for itself, its personal representatives, successors in interest, and assignors, as part of the consideration hereof, covenant and agree that no person on the ground of race, color, religion, ancestry, national origin, sex, pregnancy, marital status, familial status, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, sexual orientation, age, residency within or outside the County, or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in connection with the performance of this Agreement, except as provided by law. In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the Agreement. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights. Fairchild shall not discriminate against any employee or applicant for employment in the performance of the Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, ancestry, national origin, sex, pregnancy, marital status, familial status, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, sexual orientation, age, residency within or outside the County, or handicap.

6.11 Indemnification. Fairchild shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Fairchild or its employees, agents, servants, partners principals or subcontractors. Fairchild shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Fairchild expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Manager shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

6.12 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 Southwest 137th Avenue
Miami, Florida 33170

As to Fairchild:

Director
Fairchild Tropical Botanic Garden
10901 Old Cutler Road
Miami, Florida 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.

6.13 Severability. In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the County or Fairchild elect to terminate this Agreement, in whole or in part. An election to terminate this Agreement, in whole or in part, based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.13 Headings. The headings of the various paragraphs and sections of this Agreement, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

6.14 No Waiver of Right to Enforce. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The late performance of any obligation under this Agreement, shall not be deemed to be a waiver of any preceding breach by either party of any term, covenant, or condition of this Agreement. No covenant, term, or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

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

By: _____
Harvey Ruvin
Clerk of the Board

By: _____
Carlos A. Gimenez
Mayor, Miami-Dade County

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

FAIRCHILD TROPICAL BOTANIC GARDEN, INC., a non-profit corporation organized under the laws of Florida,

By: _____
Carl Lewis
Director

# EXHIBIT A

***FAIRCHILD/ MIAMI-DADE COUNTY BIOLOGICAL MONITORING***
***AND RICHMOND PINELAND MANAGEMENT PLANNING CONTRACT - BUDGET DETAIL***

| | Agreement Funds 2015-2016 | 2016-2017 * | 2017-2018 | 2018-2019 | 2019-2020 | TOTAL COST |
|---|---|---|---|---|---|---|
| ***Personnel*** | | | | | | |
| PT Project Manager/Field Biologist | $ 37,100 | $ 43,722 | $ 37,100 | $ 37,100 | $ 37,100 | $ 192,122 |
| ***Program Supplies*** | $ 3,000 | $ 3,000 | $ 3,000 | $ 3,000 | $ 3,000 | $ 15,000 |
| ***Outside Services*** | $ 979 | $ 979 | $ 979 | $ 979 | $ 979 | $ 4,895 |
| **SUBTOTAL** | **$ 41,079** | **$ 47,701** | **$ 41,079** | **$ 41,079** | **$ 41,079** | **$ 212,017** |
| ***Overhead*** **(51% of salaries, costs & benefits)** | $ 18,921 | $ 22,298 | $ 18,921 | $ 18,921 | $ 18,921 | $ 97,982 |
| **TOTAL** | **$ 60,000** | **$ 70,000** | **$ 60,000** | **$ 60,000** | **$ 60,000** | **$ 310,000** |

* Personnel costs are higher in the 2016-2017 fiscal year because the project manager will be coordinating efforts to revise the Richmond Pineland Management plan. Zoo Miami has agreed to allocate $10,000 additional funds for that fiscal year only.

# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

**DATE:** June 7, 2016

**FROM:** Abigail Price-Williams
County Attorney

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

**Please note any items checked.**

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

✓ **Applicable legislation requires more than a majority vote (i.e., 2/3's ✓, 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)(1)
6-7-16

RESOLUTION NO. R-476-16

RESOLUTION AUTHORIZING, BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND PURSUANT TO SECTION 2-8.1(B)(3) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, THE DESIGNATED PURCHASE OF BIOLOGICAL MONITORING SERVICES FROM FAIRCHILD TROPICAL BOTANIC GARDEN, INC.; APPROVING TERMS OF A BIOLOGICAL MONITORING SERVICES AGREEMENT FOR BIOLOGICAL MONITORING SERVICES IN MIAMI-DADE COUNTY NATURAL AREA PRESERVES IN AN AMOUNT NOT TO EXCEED $310,000.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN CONSISTENT WITH SECTION 2-8.1 AND ADMINISTRATIVE ORDER 3-38

**WHEREAS,** this Board has adopted § 2-8.1(b)(3) of the Code of Miami-Dade County ("County Code"), which creates and provides for a designated-purchase procedure in instances in which formal sealed bids for the purchase of services is not practicable; and

**WHEREAS,** this Board has authorized the use of the designated-purchase procedure for the purchase of unique professional services not governed by the Consultants' Competitive Negotiations Act, § 287.055, Fla. Stat.; and

**WHEREAS,** the services to be performed by Fairchild Tropical Botanic Garden, Inc. under the Biological Monitoring Services Agreement (attached to the accompanying memorandum as Attachment A) are not governed by the Consultants' Competitive Negotiation Act; and

**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-DADÉ COUNTY, FLORIDA,** that:

**Section 1.** This Board, by a two-thirds vote of the Board member present and pursuant to the provisions of Section 2-8.1(b)(3) of the County Code, authorizes the designated purchase of biological monitoring services from Fairchild Tropical Botanic Garden, Inc.

**Section 2.** This Board approves the Biological Monitoring Services Agreement, in substantially the form attached to the accompanying memorandum as Attachment A and made a part hereof, in the amount of up to $310,000.00, for the purchase of biological monitoring services in Miami-Dade County natural area preserves.

**Section 3.** This Board further authorizes the County Mayor or designee to execute the Agreement and to exercise all rights conferred therein, including the amendment and termination provisions, consistent with Section 2-8.1 of the County Code and Administrative Order 3-38.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.** , who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

| | | | |
|---|---|---|---|
| Bruno A. Barreiro | **aye** | Daniella Levine Cava | **aye** |
| Jose "Pepe" Diaz | **aye** | Audrey M. Edmonson | **aye** |
| Sally A. Heyman | **aye** | Barbara J. Jordan | **aye** |
| Dennis C. Moss | **aye** | Rebeca Sosa | **aye** |
| Sen. Javier D. Souto | **aye** | Xavier L. Suarez | **aye** |
| Juan C. Zapata | **aye** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of June, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MAG

Miguel A. Gonzalez