Memorandum

MIAMI-DADE COUNTY

Date: November 10, 2026

RTRC
Agenda Item No. 3(C)

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution Approving a Waiver of Competitive Bidding Procedures for an Agreement with Fairchild Tropical Botanic Garden, Inc. to Provide Biological Monitoring Services for Miami-Dade County Natural Area Preserves

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Executive Summary

This item seeks authorization from the Board of County Commissioners (Board) to approve a competitive bid waiver and to approve and execute a new professional biological monitoring services agreement (Agreement) with Fairchild Tropical Botanic Garden, Inc. (FTBG) to maintain continuous, highly specialized biological monitoring across Miami-Dade County's network of natural area preserves. The previous contract governing these environmental services was originally established under Resolution R-730-21, and both subsequent amendments were administratively approved under the Mayor's delegated authority. Amendment II is set to expire on November 26, 2026, necessitating a new Agreement to ensure uninterrupted delivery of these critical monitoring services. To preserve ecological continuity and prevent programmatic gaps, this new Agreement establishes a baseline period of two years with an allocated total cost-reimbursement cap of $590,476.00, shared between both the Department of Environmental Resources Management (DERM) Environmentally Endangered Lands (EEL) Program, and the Department of Parks, Recreation and Open Spaces (PROS) Natural Areas Management (NAM) Division. The contract additionally accommodates up to three (3) optional one-year extensions. Given Fairchild's singular regional expertise, specialized accession databases, and historical performance tracking endangered South Florida flora and fauna, this item is presented as a waiver of competitive bidding requirements.

Recommendation

It is recommended that the Board approve a waiver of competitive bidding requirements pursuant to Section 2-8.1 of the Code of Miami-Dade County and Section 5.03(D) of the Home Rule Charter by a two-thirds vote of the Board members present and approve the attached Agreement with FTBG to provide biological monitoring services for natural area preserves. The previous agreement with FTBG, extended by Amendment II to prevent a gap in services, expires on November 26, 2026. The new Agreement establishes a baseline period of two years from the Effective Date, with options to extend for up to three (3) additional one-year terms. This Agreement continues to provide biological monitoring services for both the DERM's EEL Program, and the PROS' NAM Division.

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 rare, protected, and critically imperiled habitats throughout preserves managed by DERM's EEL Program and natural areas managed by PROS. Given the technical specificity associated with these conservation tasks and FTBG's unique qualifications, including their specialized regional expertise, extensive accession databases, and proven history managing South Florida flora and fauna, the approval of this bid waiver item is highly recommended.

Scope
Fairchild Tropical Botanic Garden is located at 10901 Old Cutler Road, Coral Gables, Florida in Commission District 7, represented by Commissioner Raquel A. Regalado. However, the biological monitoring, conservation, and habitat restoration field services provided under the Agreement are countywide across all designated natural area preserves.

Delegation of Authority
The County Mayor or County Mayor's designee is authorized to execute the baseline 2-year Agreement. Furthermore, the County Mayor or County Mayor's designee retains delegated authority to independently exercise or pass upon the three (3) one-year options to renew on behalf of either participating department (EEL or PROS), or to process administrative amendments and contract terminations as provided for under the terms of the Agreement, consistent with Section 2-8.1 of the Code of Miami-Dade County and Section 5.03(D) of the Home Rule Charter.

Fiscal Impact/Funding Source
The total combined fiscal impact of the two-year base contract term shall not exceed $590,476.00. All payments will be distributed to FTBG strictly on a cost-reimbursement basis for services outlined in the Agreement and allocated across the two participating departments with an amount not to exceed $470,476.00. The DERM EEL Program allocation will be funded entirely through the EEL Management Trust Fund (FY 2026-27 Proposed Budget and Multi-Year Capital Plan, Volume 3, Program #5555621, Environmentally Endangered Lands Program, Page 166). The PROS allocation will be funded at an amount not to exceed $120,000.00 through the PROS Natural Areas Annual Budget (Volume 2 of the Budget, with PROS funding summarized on Pages 297–298 and NAM funding detailed on Pages 307–308).

Should the County exercise its options to renew for the three (3) additional one-year terms, the dynamic tiered funding caps across both departments combined shall not exceed $305,243.00 for the Year 3 Option, $312,180.00 for the Year 4 Option, and $319,325.00 for the Year 5 Option. The total cost for the three one-year renewal options only would not exceed $936,748.00, which includes $305,243.00 for Year 3, $312,180.00 for Year 4, and $319,325.00 for Year 5. The authorization and exercise of each individual 1-year extension option shall remain strictly subject to the annual appropriation of funds and budget approval by the Board of County Commissioners.

Track Record/Monitor
The EEL Program Manager within DERM, Janet Gil, will monitor this Agreement for the preserves under the purview of the EEL Program. The PROS Natural Areas Manager, Heather Tedlow, will monitor this Agreement for the natural areas managed by PROS.

Background
The historic loss, fragmentation, and degradation of native wetland and forest communities in Miami-Dade County are well recognized. In May 1990, with the knowledge that remaining wetland and forest communities were endangered, the electorate of Miami-Dade County authorized the County to levy an ad valorem tax for two years to create the EEL Program and Trust Fund. The purpose of the EEL Program is to acquire, preserve, enhance, restore, conserve and maintain environmentally endangered lands for the benefit of present and future generations.

Miami-Dade County's natural areas represent fragile subtropical ecosystems that harbor an array of federally and locally listed endangered plant and wildlife species. To responsibly fulfill its land management responsibilities, the County relies on systemic, empirical field monitoring to evaluate habitat health, guide prescribed burns, track invasive disruptions, and measure the recovery of declining populations. Under the initial Agreement R-730-21 approved in 2021, and its later modification via Amendment I, which was administratively approved under the Mayor's delegated authority in 2025 to expand native wildlife tracking scopes, Fairchild Tropical Botanic Garden has functioned as an essential scientific partner. Amendment II, also administratively approved under the Mayor's delegated authority, extended the term of the agreement to maintain continuity of biological monitoring services and ensure uninterrupted endangered species tracking across EEL-managed preserves.

Miami-Dade County and Fairchild Tropical Botanic Garden, Inc. possess a long history of successful partnership in executing biological monitoring programs, safeguarding rare native species, tracking invasive ecological threats, and expanding regional conservation collections.

A waiver of competitive bidding is justified for this item because it is in the best interest of the County and because FTBG is uniquely positioned as the sole reasonable source capable of conducting the broad, highly comprehensive scope of biological monitoring required by the County. FTBG maintains proprietary historical accession tracking databases spanning decades of conservation and field observations on County lands. They possess specialized regional conservation infrastructure, including rare native seed banks and dedicated micro-propagation laboratories, which cannot be found or replicated within alternative commercial entities. Accordingly, competitive bidding is impractical, and a bid waiver is necessary to protect scientific continuity and avoid disruptions to critical endangered habitat tracking.

Fairchild maintains specialized regional conservation infrastructure, including rare plant seed banks and micro-propagation labs, alongside long-term proprietary accession tracking databases that catalog the precise lineage and provenance of County flora. This scientific continuity is fundamental to satisfying environmental preservation criteria set forth in Chapter 24-50 of the County Code. Executing this updated baseline agreement ensures that DERM EEL Program and PROS NAM preserve managers maintain continuous access to this specialized research cohort, enabling science-based, adaptive preservation strategies across the County's protected landscapes.

Roy Coley

Roy Coley
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 20, 2027

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
✓ _____	**Requires more than a majority vote (i.e., 2/3's present ✓, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION WAIVING COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY AND SECTION 5.03(D) OF THE HOME RULE CHARTER, BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT, AND APPROVING NON-COMPETITIVE AWARD OF A BIOLOGICAL MONITORING SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FAIRCHILD TROPICAL BOTANIC GARDEN, INC. FOR A BASE TERM OF TWO YEARS WITH AN AMOUNT NOT TO EXCEED $590,476.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THREE AVAILABLE ONE-YEAR OPTION TO RENEW TERMS INDEPENDENTLY ON BEHALF OF THE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM OR PARKS, RECREATION AND OPEN SPACES DEPARTMENT, SUBJECT TO ANNUAL APPROPRIATION AND BUDGET APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS; AND AUTHORIZING THE EXERCISE OF AMENDMENT AND TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's 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:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby finds that it is in the best interest of the County to waive competitive bidding and approve the non-competitive award of the Biological Monitoring Services Agreement between Miami-Dade County and Fairchild Tropical Botanic Garden, Inc. pursuant to Section 2-8.1 of the Miami-Dade County Code and Section 5.03(D) of the Home Rule Charter, by a two-thirds vote of the Board members present.

Section 3. This Board hereby approves the Biological Monitoring Services Agreement, in substantially the form attached hereto as Exhibit 1, and made a part hereof, for a base term of two years in an amount not to exceed $590,476.00.

Section 4. This Board hereby authorizes the County Mayor or County Mayor's designee to execute the Agreement, and to exercise all contract rights conferred therein. This includes the authority to exercise the three available one-year extension options independently on behalf of either Department of Environmental Resources Management (DERM) Environmentally Endangered Lands (EEL) Program, and the Department of Parks, Recreation and Open Spaces (PROS) Natural Areas Management (NAM) Division, subject to the annual appropriation of funds and budget approval by this Board, as well as the execution of any administrative amendments or termination actions consistent with Section 2-8.1 of the County Code and Administrative Order 3-38, all subject to approval from the County Attorney's Office as to form and legal sufficiency.

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

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of January, 2027. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Melanie J. Spencer

BIOLOGICAL MONITORING SERVICES AGREEMENT

This Biological Monitoring Services Agreement (the "Agreement"), is made and entered into this __ day of _____, 26_, by and between Miami-Dade County (the "County"), a political subdivision of the State of Florida, 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, the County and Fairchild entered into that certain Biological Monitoring Services Agreement R-730-21 (the "Agreement"), dated August 27, 2021, which provided for Fairchild to perform certain services for Miami-Dade County; and

WHEREAS, the County and Fairchild executed Amendment I to the Agreement on October 7, 2025, to modify the existing agreement to add additional wildlife monitoring services; and

WHEREAS, the County and Fairchild executed Amendment II to the Agreement to extend the term of the Agreement until November 26, 2026; and

WHEREAS, Chapter 24-50 of the Code of Miami-Dade County establishes the Department of Environmental Resources Management (DERM) Environmentally Endangered Lands (EEL) Program and its purposes and provides procedures and standards for the acquisition and management of environmentally endangered lands with EEL funds; and

WHEREAS, disbursements from the EEL Management Trust Fund shall be made only for the preservation, enhancement, restoration, conservation or maintenance of those environmentally endangered lands which have been acquired with monies from the EEL Acquisition Trust Fund or which have been approved for management; and

WHEREAS, DERM's EEL Program is responsible for the management of more than 88 natural area preserves covering more than 29,000 acres that contain various native plant communities with populations of invasive exotic and rare native plants; and

WHEREAS, Parks Recreation and Open Spaces Department (PROS) is responsible for the management of over 30 natural areas totaling over 2,400 acres, and 12 special tax districts covering more than 40 acres, all of which 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 adaptive 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 2001; and

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

WHEREAS, the parties desire to enter into a new two (2)-year Agreement for an amount not to exceed $590,476.00; and

WHEREAS, the Agreement shall include option to renew for three (3) additional one (1)-year terms, each one (1)-year term not to exceed $305,243 for Year 3, $312,180 for Year 4, and $319,325 for Year 5; subject to the annual appropriation of funds and budget approval by the Board of County Commissioners; and

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-730-21, R-476-16, R-688-13, R-808-07, and R-841-02. The role of Fairchild is to provide scientific and field expertise and specifically deliver the following:

1. Provide monitoring services in natural areas managed by EEL (Exhibit A-1) to include (a) submitting reports on occurrences, maintaining a GIS database of location information, and assessing threats and population trends for key rare species prioritized by both parties, (b) conducting surveys, mapping locations and vouchering occurrences for key non-native species prioritized by both parties, (c) resampling long-term monitoring transects installed in preserves between 2008 and 2012 (see Possley et al. 2014), and (d) maintaining up-to-date floristic inventories for EEL managed preserves; and

2. Support managers assigned to EEL managed preserves with information about the plants and wildlife in County preserves to assist them in adapting their management activities to best promote the conservation of rare species by (a) hosting an annual review to provide monitoring results, management recommendations, progress review, and recommended work plans for subsequent years, (b) training preserve managers assigned to EEL managed preserves and contracted crews in the identification of new or unusual Early Detection and Rapid Response (EDRR) non-native species, (c) producing invasive species alerts for new EDRR species of concern, (d) assisting preserve managers assigned to EEL managed preserves with tasks including plant and wildlife identification, restoration activities, accompanying visiting researchers, and other on-site activities as needed, (e) assisting with rare plant and wildlife rescues in EEL managed preserves, (f) sharing spatial data, floristic inventories, monitoring data, and other information gathered from this agreement upon request, and (g) coordinating with County to provide rare species information to Federal, State and local agencies for actions related to listing status, as may be required from time to time; and

3. Sustainably collect* native plant propagules from preserves managed by the EEL Program for propagation and/or storage for (a) County restoration projects, (b) long-term seed/spore storage at Fairchild, the National Laboratory for Genetic Resources Preservation, and the North American Orchid Conservation Center, (c) Fairchild's Native Plant Network, and (d) ex situ conservation collections at Fairchild; and

* Sustainable collections are limited to no more than 10% of a given population's annual seed/spore crop, per Best Practices set by the Center for Plant Conservation,

4. Maintain plants propagated from EEL Preserves for the purpose of County restoration projects in a healthy state to the extent possible and with documentation of provenance in an accession database until they are ready to be used. Plants propagated from EEL Preserves will not be sold to any entity; however, they may be distributed for environmental purposes with prior approval from the EEL Program.

5. Continue plant and habitat monitoring in PROS natural areas (Exhibit A-2) to support land management, to include (a) mapping plant community boundaries for five preserves (Charles Burr, Dolphin Center Scrub, Pine Forest, Seminole Wayside, Whispering Pines), (b) mapping rare species locations opportunistically and, upon PROS request, systematically, (c) updating floristic inventories opportunistically and, upon PROS request, systematically; and

6. Conduct baseline wildlife monitoring in PROS natural areas, with focus on birds and potentially other taxa to be mutually agreed upon by PROS NAM and Fairchild, using field observations, standard monitoring methods, and carefully vetted crowdsourced data, to include (a) bi-monthly bird surveys for 12 consecutive months at one priority site per year as selected by PROS NAM, (b) creating wildlife species lists for 3 priority sites per year as selected by PROS NAM; and (c) sharing relevant updates with PROS staff including NAM and Park Site Managers; and

7. Sustainably collect* native plant propagules from PROS natural areas opportunistically and, when approved by NAM, systematically from PROS parks and preserves, for propagation and/or storage for (a) County restoration projects, (b) long-term seed/spore storage at Fairchild, the National Laboratory for Genetic Resources Preservation, and the North American Orchid Conservation Center, (c) Fairchild's Native Plant Network, and (d) ex situ conservation collections at Fairchild; and

* Sustainable collections are limited to no more than 10% of a given population's annual seed/spore crop, per Best Practices set by the Center for Plant Conservation,

8. Provide ecologically appropriate seeds and plants for PROS NAM restoration projects at Dolphin Center Scrub, Seminole Wayside, Whispering Pines, and potentially other mutually agreed upon sites using Fairchild existing native seedbank as well as seeds or other propagules from PROS parks and preserves, providing at least 300 individual plants of at least 10 species for each year, using only native species that are included in the floristic inventories of these sites; and

9. Share information with PROS staff, including NAM and Park Site Managers, to assist in adapting their management activities to best promote the conservation of rare species, to include (a) providing timely location information for rare species, invasive species, and other points of management concern, (b) monthly meetings to coordinate onsite activities, (c) an annual report to include progress on deliverables, other, monitoring results and management recommendations for PROS preserves with significant updates, and (d) coordinating with Miami-Dade County to provide rare species information to federal, state, and local agencies for actions related to listing status, as may be required from time to time.

1.02 Fairchild's Designation of Project Managers. 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 names and resumes of one or more Project Manager(s) employed by Fairchild that will be assigned to work on the Biological Monitoring

Program, Biological Monitoring work under this agreement will be limited to that which the Fairchild Project Manager(s) can carry out during the year . The parties understand and agree that the Project Managers and the Project Technicians will be required to devote a portion of this 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 the 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 Managers, travel expenses, attendance at relevant scientific meetings, field and office supplies, data storage, batteries, software, books, journals, publishing, 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 Managers and any other Fairchild employees working directly on the Project, based on the percentage of their total work schedule that the Project Managers 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 Lump Sum Compensation. In consideration of Fairchild's services to be rendered pursuant to this Agreement, County shall compensate Fairchild for Project and Administrative Costs (excluding Reimbursables) on a quarterly "lump sum" basis, in an amount not to exceed the cost schedules in Exhibits B-1 and B-2 and only for work conducted within or in support of the Board of County Commissioners approved EEL and PROS boundaries that DERM's EEL Program and PROS NAM Program are required to manage. See Exhibits A-1 and A-2 for a list of these areas which may be amended from time to time.

2.03 Reimbursable Expenses. County establishes a maximum amount of thirty-four thousand dollars ($34,000) for potential reimbursable expenses that may be utilized pursuant to the Scope of Services provided in § 1.01 of this agreement. Unused amounts of these monies established for reimbursable expenses shall be retained by County.

2.04 Manner of Invoicing. Fairchild shall invoice the County on a quarterly basis. Invoices for work completed pursuant to § 1.01, 1-5 shall be directed to Department of Environmental Resources Management, Attn: EEL Program, 701 NW 1st Court, 4th Floor, Miami, FL 33136. Invoices for work completed pursuant to § 1.01, 6-9 shall be directed to Natural Areas Management Division, Parks, Recreation and Open Spaces Department, 22200 SW 137th Avenue, Miami, FL 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 quarterly summary describing, at a minimum, the work performed under this Agreement and progress on the objectives described in § 1.01 and 1.02 of this Agreement. In addition, each invoice shall clearly identify whether the objectives achieved are described in §1.01 or §1.02. Payment shall be due to Fairchild within thirty (30) days of delivery of proper invoices and summaries to DERM and PROS.

2.05 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.

2.06 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.

2.07 Delinquencies Prohibited. As required by § 2-8.l(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 two (2) years from the Effective Date of this Agreement. However, nothing shall preclude the County and Fairchild from extending the term of this Agreement upon the same terms and conditions for up to three (3) additional one (1)-year periods as the County may deem necessary or appropriate for purposes of natural areas management, maintenance, conservation and preservation of Miami-Dade world heritage flora and fauna. The County may exercise such options to renew for the Agreement in its entirety, or independently on behalf of either the EEL Program or PROS. In the event that only one entity elects to renew the term, the Agreement shall continue solely for the scope of services and associated budget

allocated to that participating entity, and the contract shall expire as to the non-renewing entity. Each extension and associated budget, not to exceed amounts listed herein (or the prorated portion thereof if renewed by a single entity), 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 Mayor or designee, in writing and subject to the approval of the County Attorney for form and legal sufficiency.

	YEAR 3	YEAR 4	YEAR 5
EEL maximum budget for each optional extension term	$245,243	$252,180	$259,325
PROS maximum budget for each optional extension term	$60,000	$60,000	$60,000

4.02 Term of Budget. Nothing shall preclude the County and Fairchild from shifting the budget timelines (§ 2.02, § 2.03, § 2.04) in this Agreement, if necessitated by delays in execution of this Agreement. Any changes in the budget timeline shall provide the same level of service, must not change the total agreed-upon amounts ($470,476.00 per EEL Program and $120,000.00 per PROS), and shall be agreed upon in writing, by all parties.

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.l(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 and the activities conducted thereunder are subject to the provisions of Chapter 119 of the Florida Statutes commonly referred to as "Florida Public Records Laws".

1. For purposes of this section, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

2. If Fairchild has questions regarding the application of Chapter 119, Florida Statutes, to the Fairchild's duty to provide public records relating to this Agreement, contact the custodian of public records at the Miami-Dade County Department of Environmental Resources Management, Environmentally Endangered Lands Program, ATTN: Janet Gil, (305) 372-6687, janet.gil@miamidade.gov, 701 NW1ST Court, 5th Floor, Miami, FL 33161 and for Miami-Dade County Parks, Recreation, and Open Spaces, Natural Areas Management, ATTN: Ms. Heather Tedlow, (305) 257-0933, Heather.Tedlow@miamidade.gov, 22200 SW 137*th* Ave., Miami, FL 33170.

3. Fairchild is required to keep and maintain public records required to perform under this Agreement and, upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by applicable law.

4. Fairchild shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following

completion of the Agreement if Fairchild does not transfer the records to the County.

5. Upon completion of the Agreement, Fairchild shall transfer, at no cost, to the County all public records in possession of Fairchild or keep and maintain public records required by the County to perform the service. If Fairchild transfers all public records to the County upon completion of the Agreement, Fairchild shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Fairchild keeps and maintains public records upon completion of the Agreement, Fairchild shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

6. If the County does not possess public records responsive to a request to inspect or copy public records relating to this Agreement, the County shall immediately notify Fairchild of the request, and Fairchild must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

7. If Fairchild does not comply with a request for records, it shall be a material breach of this Agreement. Failure by Fairchild to provide the public records within a reasonable time may subject Fairchild to penalties under s. 119.10.

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 Human Trafficking Affidavit Requirement. Fairchild acknowledges and affirms that it has completed, executed, and submitted the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (Exhibit C) required under Section 787.06, Florida Statutes, and Section 92.525, Florida Statutes. Fairchild represents that the statements contained therein remain true and correct throughout the term of this Agreement.

6.13 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

Ms. Janet Gil
Program Director
Environmentally Endangered Lands Program
Dept. of Environmental Resources Management
701 NW 1st Court, 5th Floor
Miami, FL 33136

Ms. Heather Tedlow
Natural Areas Manager
Natural Areas Management Division
Parks, Recreation and Open Spaces Dept.
22200 SW 137th Avenue
Miami, FL 33170

As to Fairchild:

Dr. Carl Lewis
Director

Fairchild Tropical Botanic Garden
10901 Old Cutler Rd
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.

[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: _____
Juan Fernandez-Barquin, Esq.
Clerk of the Board

By: _____
Daniella Levine Cava
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: _____
Dr. Carl Lewis
Director

The foregoing was accepted and approved on the __ day of _____, 26__ by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Exhibit A-1: EEL Program Managed Preserves

EEL Managed Preserve Name	Address/Location
A.D. Barnes Park & Preserve	3775 SW 74 Ave.
Andrew Dodge New Pines Preserve	SW 248 St & 127 Ave
Arch Creek Addition	1855 NE 135 St.
Arch Creek Park & Preserve (EEL)	1855 NE 135 St.
Big George Hammock	SW 141 St & SW 151 Ave
Bill Sadowski Park & Preserve (EEL)	17555 SW 79 Ave.
Biscayne Wetland North Addition	SW 270 St & 107 Ave
Black Creek Forest	SW 214 St & SW 112 Ave
Black Point Wetlands	SW 248 St. & SW 97 Ave.
Boystown Pineland	SW 120 St & SW 142 Ave
Camp Matecumbe Pine Rockland Islands	SW 120 St & SW 142 Ave
Camp Owaissa Bauer Park & Preserve	17001SW 264 St.
Castellow 28	SW 226 St & SW 157 Ave
Castellow 33	SW 226 St & SW 157 Ave
Castellow Addition/Castellow 31	SW 223 St & SW 157 Ave
Castellow Hammock Park & Preserve (EEL)	22301 SW 162 Ave.
Chernoff Hammock	SW 218 St. & SW 154 Ave.
Church of Jesus Christ (Parsons)	SW 238 St & SW 127 Ave
County Line Scrub	NE 215 St & NE 4 Ave
Crandon Mangroves	Rickenbacker Causeway – Key Biscayne
Crandon Park & Preserve (EEL)	7200 Crandon Blvd.
Cutler Wetlands	SW 196 St & SW 85 Ave
Cutler Wetlands Addition	SW 85 Ave & SW 210 St.
Deering Estate at Cutler Park & Preserve	16701 SW 72 Ave.
Deering North Addition	SW 152 St & SW 67 Ave
Deering South Addition	SW 168 St & Old Cutler Rd
Dolphin Center Addition	NW 196 St & NW 17Ave
Eachus Pineland	SW 184 St & SW 142 Ave
East East Greynolds Preserve	17000 Biscayne Blvd.
East Greynolds Addition	17000 Biscayne Blvd.
East Greynolds Preserve	17000 Biscayne Blvd.
Everglades Buffer Area	SW 152 St & SW 212 Ave
Florida City Pineland	SW 344 St & SW 185 Ave
Fuchs Hammock Addition	SW 304 St & SW 198 Ave
Fuchs Hammock Preserve	SW 304 St & SW 198 Ave
Gold Coast Railroad (EEL)	12450 SW 152 St.
Goulds Pineland	SW 224 St & SW 120 Ave
Goulds Pineland Addition	SW 224 St & SW 120 Ave
Greynolds Park & Preserve (EEL)	17530 W Dixie Hwy.
Harden Hammock	SW 226 St & SW 107 Ave
Hattie Bauer Preserve	SW 267 St & SW 157 Ave
Holiday Hammock	SW 400 St & SW 207 Ave
Ingram Pineland	SW 288 St & SW 167 Ave
John Farina Mangrove Preserve	NE 163 St & US 1
Larry & Penny Thompson Park & Preserve (EEL)	12451SW 184 St.

Little George Hammock	SW 152 Ave & Country Walk Dr
Loveland Hammock	SW 360 St & SW 222 Ave
Lucille Hammock	SW 352 St & SW 222 Ave
Ludlam Pineland	SW 146 St & SW 67 Ave
Martinez Pineland (Richmond Pinelands}	SW 176 St & SW 137 Ave
Matheson Hammock Park & Preserve (EEL)	9610 Old Cutler Rd.
Meissner Hammock	SW 302 St & SW 200 Ave
Navy Wells 2	SW 324 St & SW 197 Ave
Navy Wells Pineland Preserve	SW 360 St & SW 192 Ave
Navy Wells Pineland 23	SW 352 St & SW 182 Ave
Navy Wells Pineland 39	SW 354 St & SW 210 Ave
Ned Glenn Nature Preserve (Whispering Pines)	SW 188 St & SW 87 Ave
Nixon Smiley Addition (Tamiami 8}	SW 124 St & SW 127 Ave
Nixon Smiley Park & Preserve	SW 124 St & SW 127 Ave
Northrop Pineland	SW 296 St. & SW 205 Ave.
Owaissa Bauer Pineland Addition 1	SW 264 St & SW 177 Ave
Owaissa Bauer Pineland Addition 3	NE corner Camp OB
Palm Drive Pineland	SW 344 St & SW 212 Ave
Pine Shore Pineland Preserve	SW 128 St & SW 112 Ave
Quail Roost Pineland	SW 204 St & SW 147 Ave
R. Hardy Matheson Preserve	SW 112 St & Old Cutler Rd.
R. Hardy Matheson Preserve Addition	SW 108 St & Old Cutler Rd.
Rock Pit 39	SW 336 St & SW 192 Ave
Rock Pit 46	SW 232 St & SW 142 Ave
Rockdale Pineland	SW 152 St & US 1
Rockdale Pineland Addition	SW 144 St & U.S. 1
Ross Hammock	SW 223 St & SW 157 Ave
Ross Hammock Addition	SW 223 St & SW 157 Ave
School Board Pineland	SW 268 St & SW 132 Ave
Sean McCrackine Pineland Preserve	SW 192 St & SW 140 Ave
Seminole Wayside Park Addition	SW 299 St & US 1
Silver Palm Groves Pineland	SW 232 St & SW 139 Ave
Silver Palm Hammock	SW 232 St & SW 152 Ave
South Dade Wetlands	Cardsound Rd/US 1/SW 344 St.
Sunny Palms Pineland (NW 42}	SW 364 St & SW 202 Ave
Tamiami Pineland Complex Addition	SW 136 St & SW 122 Ave
Tree Island Park & Preserve (EEL)	SW 10 St & SW 147 Ave
Trinity Pineland	SW 76 St & SW 73 Ave
Tropical Park & Preserve (EEL)	7900 SW 40 St.
Virginia Key	Rickenbacker Causeway – Virginia Key
West Biscayne Pineland	SW 288 St & SW 190 Ave
Wilkins-Pierson Pineland	SW 180 St & SW 164 Ave
ZooMiami Park & Preserve (EEL)	12400 SW 152nd Street

Exhibit A-2: PROS Managed Preserves	
PROS Managed Preserve Name	**Address/Location**
Alco Estates	SW 147 - 144 Ave. & SW 11 St. - 9 Terr.
Amelia Earhart Park	401 E 65 St.
Area 291	SW 328 ST and SW 157 AVE
Black Point Marina	24775 SW 87 Ave.
Camp Matecumbe (PROS)	13841SW 120 St.
Camp Redlands	15431SW 256 St.
Chapman Field Park	13601 Old Cutler Rd.
Charles Burr Park	20200 SW 127th Ave.
Chateau Royal	SW 134 Pl. to 133 Ave. & SW 282 St. - 280 St.
Christopher Gardens	SW 282 St. - 284 St. & SW 132 Ave. - 134 Ct.
Dolphin Center - Scrub Oak Preserve	NW 195 St. & NW 24 Ave.
Emerald Lakes Estates	SW 149 - 147 Ave. & SW 10 St. - 8 St.
Everglades Archers Range	17001SW 264 St.
Fairchild Garden Wetland Area	10901 Old Cutler Rd.
Gold Coast Railroad (PROS)	12450 SW 152 St.
Golden Park	SW 232nd St. & SW 120th Ave.
Grand Lakes	SW 8 St. - 26 St. & 149 Ave. - 152 Ave.
Haulover Park	10800 Collins Ave.
Highland Oaks Park	20300 NE 24 Ave.
Homestead Bayfront Park	9698 SW 328 St.
Ives Estates Park	20901 NE 16 Ave.
Kendall Indian Hammocks Park	11395 SW 79 St.
Kendalwood Park	8140 SW 93 Ct.
Lago Mar Park	8165 SW 162 Ave.
Lake Frances 1st Addition	SW 280 St. & SW 133 Ave.
Lakes by the Bay Park	SW 216 St. & SW 85 Ave.
Milton (ME) Thompson Park	NW 166 St. & 177 Ave.
Oak Grove Park	690 NE 159 St.
Pelican Island Harbor Marina	1275 NE 79 St. Causeway
Pine Forest Park (Medsouth)	20751 SW 129 Ave.
Pine Island Lake Park	12970 SW 268 St.
Precious Forest	SW 157 Ave. - 155 Ave. & SW 179 St. - 182 St.
Rieumont Estates	SW 155 - 157 Ave. & 12 St. & 12 Terr.
Ron Ehmann Park	10995 SW 97 Ave.
Seminole Wayside Park	29901 S Dixie Hwy.
Trail Glades Range	17601SW 8 St.
Virginia Key	6767 Crandon Blvd.
West Kendall Best	SW 162 Ave. from 80 St. - 85 St.
Whispering Pines Hammock Preserve	SW 188 St. & 88 Ct.
Zoo Miami (PROS)	12400 SW 152 St.

Exhibit B-1: EEL Program Budget Detail

	Yr 1	Yr 2	Total
Personnel	$144,350	$148,681	$293,031
Reimbursables (supplies, mileage, outside services)	$14,000	$14,000	$28,000
Overhead (51% of salary & benefits)	$73,619	$75,827	$149,446
Total	$231,969	$238,508	$470,476

EEL Program quarterly payment amount for services (excluding reimbursables)	
Yr 1	**$54,492**
Yr 2	**$56,127**

Exhibit B-2: PROS Budget Detail

	Yr 1	Yr 2	Total
Personnel	$37,749	$37,749	$75,497
Reimbursables (supplies, mileage, outside services)	$3000	$3000	$6000
Overhead (51% of salary & benefits)	$19,252	$19,252	$38,503
Total	$60,000	$60,000	$120,000

PROS quarterly payment amount for services (excluding reimbursables)	
Yr 1	**$14,250**
Yr 2	**$14,250**

Exhibit C: Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

Fairchild Tropical Botanic Garden, Inc. does not use coercion for labor or services as defined in Section 787.06, F.S.

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Carl Lewis

Title of Contractor's Authorized Representative: Director

Signature of Contractor's Authorized Representative: 

Date: September 9, 2026