

# Memorandum



**Date:** November 4, 2010

**To:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

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

**Subject:** Resolution Authorizing the Disbursement of Funds from the Biscayne Bay Environmental Enhancement Trust Fund for Baynanza 2011 and Authorizing the Execution of a Related Agreement between Miami-Dade County and the Florida Inland Navigation District

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

## **Recommendation**

It is recommended that the Board authorize the disbursement of \$98,000 from the Biscayne Bay Environmental Enhancement Trust Fund (BBEETF) for Baynanza 2011 and authorize the execution of a related funding agreement with the Florida Inland Navigation District (FIND).

## **Scope**

The Baynanza 2011 events will benefit coastal areas of County Commission Districts 3, 4, 5, 7, 8 and 9.

## **Fiscal Impact/Funding Source**

Funding of \$98,000 from the BBEETF is being requested for costs related to the various educational, public awareness and enhancement activities of Baynanza 2011 (see Exhibit A). The FIND Agreement (Attachment A) will provide up to \$10,000 toward the Baynanza t-shirts. The Department of Environmental Resources Management (DERM) will seek additional funds and services through private sponsorships for Baynanza expenses. Pursuant to Section 7-22.1 of the Miami-Dade County Code, funds deposited into the BBEETF may be used for water body maintenance and enhancement activities such as Baynanza 2011. Expenses incurred during Baynanza 2011 include posters, banners, registration forms, postage, educational materials, t-shirts, portable restrooms, drinking water, garbage bags, garbage removal and related costs. BBEETF Index Code: TFDE400010, Subject: 22430, available balance as of 8/31/2010: \$608,000.

## **Track Record / Monitor**

The Director of DERM will monitor the activities conducted with all funds for these events.

## **Background**

Baynanza is part of the County's long-standing commitment to enhance public awareness of Biscayne Bay as a recreational, aesthetic, economic, historic, scientific and environmental resource. The various events of Baynanza 2011 (more than 30 Baynanza events in 2010) are scheduled for March and April 2011. The main event, the 29<sup>th</sup> Annual Bay Cleanup Day, will be held on April 16, 2011 and includes shoreline cleanups at a minimum of 26 sites along Biscayne Bay and a special outreach event at the VIP site. Other major Baynanza 2011 events include Earth Day celebrations, a teacher's workshop, photography contests, nature walks and similar activities. In accordance with Chapter 24-40(4) of the Code of Miami Dade County, I have received and considered the attached recommendation of the Director of DERM to authorize this disbursement.

Baynanza is a cooperative effort among DERM, other County departments, environmental groups in Miami-Dade County and the community at large. Over 7,000 volunteers participated in the 2010 Bay Cleanup Day and each received a Baynanza t-shirt as a token of appreciation for their hard work. The t-shirts are part of DERM's educational message.

  
\_\_\_\_\_  
Assistant County Manager

# Memorandum



**Date:** September 23, 2010

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

**From:** Carlos Espinosa, PE, Director  
Environmental Resources Management

**Subject:** Recommendation for Disbursement of Funds from the Biscayne Bay Environmental Enhancement Trust Fund for Baynanza 2011

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Pursuant to Section 24-40(4) of the Code of Miami-Dade County, I am recommending the disbursement of \$98,000 from the Biscayne Bay Environmental Enhancement Trust Fund (BBEETF) for costs related to the various educational, public awareness and enhancement activities of Baynanza 2011 (see Exhibit A).

Section 7-22.1 of the Code allows funds deposited into the BBEETF to be used for activities such as Baynanza 2011.

An agreement with the Florida Inland Navigation District will provide up to \$10,000 toward Baynanza 2011 expenses. DERM will seek additional funds and services through sponsorships from private organizations.

As you know, Baynanza is part of the County's long-standing commitment to enhance public awareness of Biscayne Bay as a recreational, aesthetic, economic, historic, scientific and environmental resource. The main event, Bay Cleanup Day, includes shoreline cleanups at a minimum of 26 sites along Biscayne Bay and will be held on April 16, 2011. Other major Baynanza 2011 events include Earth Day celebrations, a teachers' workshop, photography contests, nature walks and similar activities.

Please contact me as needed at 305-372-6754.



# MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

DATE: November 4, 2010

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

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

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 Manager'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(D)(1)(C)  
11-4-10

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE DISBURSEMENT OF FUNDS FROM THE BISCAYNE BAY ENVIRONMENTAL ENHANCEMENT TRUST FUND FOR BAYNANZA 2011 AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE FLORIDA INLAND NAVIGATION DISTRICT TO PROVIDE FUNDING TO MIAMI-DADE COUNTY FOR THIS EVENT

**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, pursuant to Section 24-40 of the Code of Miami-Dade County, hereby approves disbursement of up to \$98,000 from the Biscayne Bay Environmental Enhancement Trust Fund to be used for Baynanza 2011; authorizes the Mayor or the Mayor's designee to execute an agreement with the Florida Inland Navigation District to provide funding to Miami-Dade County in an amount not to exceed \$10,000 for this event; and authorizes the Mayor or the Mayor's designee to exercise the cancellation provisions contained herein.

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:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of November, 2010. 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: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Peter S. Tell

# ATTACHMENT A

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by and between the FLORIDA INLAND NAVIGATION DISTRICT ("FIND") and MIAMI-DADE COUNTY, FLORIDA (the "Project Sponsor").

WHEREAS, Project Sponsor has requested that FIND provide a portion of the assistance needed for the 29<sup>th</sup> "Baynanza", Biscayne Bay Cleanup program in Miami-Dade County including the Atlantic Intracoastal Waterway (the "Project"); and

WHEREAS, FIND is willing to provide such assistance for the volunteer clean up of the Atlantic Intracoastal Waterway in Miami-Dade County subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Subject to the provisions of the Agreement, Project Sponsor shall coordinate the work for the Project. Project Sponsor agrees, with respect to the Project, that as between the parties to this Agreement, it shall be solely responsible for any claims for damages resulting therefrom. Project Sponsor agrees to indemnify FIND, its Commissioners, employees, and agents, from any and all liabilities, claims, costs, damages, and expenses (including court costs and attorneys' fees) arising from or related to Project Sponsor's actions regarding the Project.

2. FIND shall provide an amount not to exceed \$10,000 for the components of the project set forth in the attached Exhibit "A" (with FIND paying

the Project Sponsor the amount actually expended for each component, up to the amount listed on Exhibit "A" for said component) which shall also in compliance with the District's policy on waterway clean up projects (Exhibit "B").

3. The funds to be provided by FIND to the Project Sponsor hereunder will be paid within thirty (30) days of receipt by FIND of a request for payment accompanied by supporting documentation showing expenditures equal or greater to the amount being sought from FIND.

4. Project Sponsor shall, upon request by FIND, provide a report of final expenses incurred on the Project. The Project Sponsor shall also retain all records supporting costs of the Project for three (3) years after the end of the fiscal year in which the Project is completed, except that such records shall be retained by Project Sponsor until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

5. If Project Sponsor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if Project Sponsor shall violate any of the covenants, terms, or stipulations of this Agreement, FIND shall thereupon have the rights to terminate this Agreement.

Notwithstanding the above, Project Sponsor shall not be relieved of liability for damages or expenses as contemplated herein sustained by FIND by virtue of any breach of the Agreement by Project Sponsor.

6. Any notice or other written communications between Project Sponsor and FIND shall be considered delivered when posted by certified mail or delivered in person to the respective party at the address indicated below:

To FIND: Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, Florida 33477

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Attention: Executive Director

To the Project Sponsor: Miami-Dade County  
Dept. of Environmental Resources Management  
Environmental Education & Communication Office  
701 NW 1<sup>st</sup> Court, 2<sup>nd</sup> Floor  
Miami, Florida 33136-3912  
Attention: Project Manager

7. This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation or agreements, either verbal or written between the parties hereto. This Agreement shall not be modified unless in writing and signed by both parties hereto.

8. This Agreement shall be interpreted and construed pursuant to the laws of the State of Florida. In the event of any litigation arising hereunder, the prevailing party shall be entitled to reasonable costs including attorney' fees, at the trial, appellate and post-judgment levels. The venue of any such litigation shall be had only in the courts of Palm Beach County, Florida.

9. The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign this Agreement nor any interest hereunder without the express prior written consent of the other party.

10. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

FLORIDA INLAND NAVIGATION DISTRICT

By: \_\_\_\_\_

Name: DAVID ROACH

Title: EXECUTIVE DIRECTOR

Date: \_\_\_\_\_

"FIND"

ATTEST:

By: \_\_\_\_\_

NAME:

Miami-Dade County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

NAME:

**Exhibit A**

<b>Baynanza Biscayne Bay Cleanup Day 2011 Budget</b>		
<b>Description</b>	<b>Cost</b>	<b>Potential Sponsor / Amount</b>
Sanitation Equipment & Supplies (toilets, dumpsters, island cleanup, recycle trash, biohazard disposal)	\$ 12,000.00	
Commemorative T-shirts (9,000 shirts)	\$ 32,000.00	FIND / \$10,000
Staff	\$ 6,000.00	
Event Supplies (food, water, ice, garbage bags, etc.) for the volunteers	\$ 9,000.00	
Cargo Equipment Rental / Services	\$ 3,000.00	
Site Signage and Banners	\$ 7,000.00	
Commemorative Calendar of Events (20,000 copies)	\$17,500.00	
Supplies Storage	\$ 3,000.00	
Registration Forms (2,000 copies)	\$ 1,500.00	
Site Organizer's Kit	\$ 2,000.00	
Postage	\$ 3,000.00	
Transportation (Vehicles / Vans)	\$ 2,000.00	
<b>Total Cost</b>	<b>\$98,000.00</b>	

## EXHIBIT B

### FLORIDA INLAND NAVIGATION DISTRICT WATERWAY CLEAN UP PROGRAM POLICY

The following constitutes the policy of the Florida Inland Navigation District regarding the provision of funding for organized clean up programs for the waterways within the District.

1. The District shall fund a maximum of one clean up program per waterway, per year within a county, except for the provisions of items 7 through 9, below
2. The clean up program must be sponsored by a government agency or a not-for-profit corporation.
3. District funding shall be limited to \$5,000.00 per waterway, per county, except for the provisions of items 7 through 9, below.
4. The District shall be recognized in all written, audio or video advertising and promotions as a participating sponsor of the clean up program.
5. The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, gloves, advertising, T-shirts etc... The funding provided by the District shall not be allocated for parties, food or beverages.
6. The District Board shall make all final decisions concerning the provision of funding for a clean up program.

In addition to the above requirements, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

7. The clean up program budget must provide equal or greater matching funds for all Navigation District funding.
8. The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.
9. For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.