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

Memorandum

MIAMI-DADE COUNTY

Date: April 21, 2009

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

From: George M. Burgess
County Manager

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

Resolution No. R-421-09

Subject: Resolution Authorizing the County Mayor or the County Mayor's Designee to Execute an Agreement With Miami River Fund, Inc. for the Specific Purpose of Litter and Debris Removal and Disposal from the Navigable Waters of the Miami River in Fiscal Year 2008-09

Recommendation
It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the County Mayor or the County Mayor's designee to execute an agreement with Miami River Fund, Inc. (MRF) for the specific purpose of litter and debris removal and disposal from the navigable waters of the Miami River in fiscal year 2008-09.

Scope
This agreement will impact parts of Commission Districts 2, 3, 5, and 7.

Fiscal Impact/Funding Source
This agreement provides the Miami River Fund, Inc. with $100,000 in FY08-09. Either the MRF or the City of Miami, or the City of Miami and MRF jointly, are required to provide $100,000 in matching funds.

Track Record/Monitor
The Director of the Department of Environmental Resources Management shall monitor this agreement.

Background
Pursuant to Ordinance No. 08-105, and subsequent modification on February 17, 2009, the County has allocated $100,000 in its Fiscal Year 2008-09 Budget to MRF for litter and debris removal and disposal from the navigable waters of the Miami River during Fiscal Year 2008-2009. Specifically, the services to be provided shall consist of collection and disposal of litter and debris in the navigable waters of the Miami River. Litter and debris consists of any non-hazardous material floating within the first two feet of water and includes, but is not limited to, aluminum cans, plastic bags, toys, vegetation, animal debris, wood, leaves, and other similar debris.

The $100,000 allocated by the BCC is conditioned upon the City of Miami, the MRF, or jointly the City of Miami and the MRF, providing matching support in the amount of $100,000 and is a one-time allocation to the MRF. Any and all funds provided by Miami-Dade County which remain unspent by the MRF on September 30, 2009 shall be returned to Miami-Dade County.

The term of this agreement shall expire on September 30, 2009, with the exception of a written report to the County, as required in Paragraph 3 of the agreement, of the final costs incurred in the collection and disposal of litter and debris from the navigable waters of the Miami River in Fiscal Year 2008-09.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: April 21, 2009

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

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

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

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

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Mayor's written recommendation

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

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(D)(1)(F)
4-21-09

RESOLUTION NO. R-421-09

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT WITH MIAMI RIVER FUND, INC. FOR MIAMI-DADE COUNTY TO PROVIDE $100,000.00 FOR THE SPECIFIC PURPOSE OF LITTER AND DEBRIS REMOVAL AND DISPOSAL FROM THE NAVIGABLE WATERS OF THE MIAMI RIVER IN FISCAL YEAR 2008-09

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, this Board has allocated $100,000.00 in it's Fiscal Year 2008-09 Budget to Miami River Fund, Inc. (MRF) for the specific purpose of litter and debris removal and disposal from the navigable waters of the Miami River in Fiscal Year 2008-09; and

WHEREAS, this allocation shall be made to MRF conditioned upon matching support in the amount of $100,000 from the City of Miami (CITY) or the MRF, or jointly from the CITY and MRF,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Mayor or the County Mayor's designee to execute an Agreement with Miami River Fund, Inc. for the specific purpose of litter and debris removal and disposal from the navigable waters of the Miami River in Fiscal Year 2008-09, in substantially the form attached hereto and made part hereof, and authorizing the County Mayor or County Mayor's designee to exercise the provisions.

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

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of April, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Peter S. Tell

ATTACHMENT A

AGREEMENT BETWEEN

MIAMI-DADE COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
and

MIAMI RIVER FUND, INC.

This Agreement is entered into this _____ day of _____, 200_ by and between MIAMI-DADE COUNTY, FLORIDA ("COUNTY") and MIAMI RIVER FUND, INC. ("MRF").

WHEREAS, Miami River Fund, Inc. is a Corporation Not for Profit whose primary purpose is to serve as the official coordinating clearinghouse for all public and private projects related to the Miami River; and

WHEREAS, pursuant to Ordinance No. 08-105, and subsequent modification on February 17, 2009, the COUNTY has allocated $100,000 in its Fiscal Year 2008-09 Budget to MRF for the specific purpose of litter and debris removal and disposal from the navigable waters of the Miami River during Fiscal Year 2008-2009; and

WHEREAS, this allocation shall be made to MRF conditioned upon matching support in the amount of $100,000 from the City of Miami (CITY) or the MRF, or jointly from the CITY and MRF; and

WHEREAS, the purpose of this Agreement is to set forth the responsibilities of both the COUNTY and MRF respectively.

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

1. Subject to the provisions of this Agreement, COUNTY shall pay the MRF $100,000 for the collection and disposal of litter and debris from the navigable waters of the Miami River. Total payments to the MRF by the COUNTY shall not exceed $100,000 during Fiscal Year 2008-09. The COUNTY shall disburse the aforesaid funds to MRF upon receipt by the COUNTY of written confirmation by the MRF of $100,000 of matching

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funds provided by the CITY or written confirmation of such matching funds having been allocated by the MRF, or written confirmation that both the MRF and the CITY are jointly providing $100,000 in matching funds.

2. The services that shall be provided pursuant to this Agreement shall consist of collection and disposal of litter and debris from the navigable waters of the Miami River. Litter and debris is defined to be: any non-hazardous material floating within the first two feet of water and includes, but is not limited to, aluminum cans, plastic bags, toys, vegetation, animal debris, wood, leaves, and other similar litter and debris.

3. MRF shall, on or before October 31, 2009, provide to the COUNTY a written report of the final costs incurred by MRF in the collection and disposal of litter and debris from the navigable waters of the Miami River during Fiscal Year 2008-09, pursuant to this Agreement. The report shall also document the litter and debris removal and disposal activities conducted, the dates that litter and debris removal and disposal took place, volumes of litter and debris collected (reported in either volume or weight), and the location of litter and debris disposal. Any and all unspent funds remaining on September 30, 2009, from the $100,000 allocation which is the subject of this agreement, shall be returned to the COUNTY along with the October 31, 2009 report. Any and all monies which have not been expended by MRF on the date of receipt of a notice to terminate this agreement issued by the COUNTY pursuant to Paragraph 10 of this Agreement shall be returned to the COUNTY no later than ten (10) business days following the effective date of termination.

4. This Agreement is conditioned upon the availability of funds, including matching funds.

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

To MRF: Miami River Fund, Inc.
1407 NW 7th Street
Suite D
Miami, Florida 33125

Attention: Mr. Brett Bibeau, Director

To the COUNTY: Miami-Dade County
Dept. of Environmental Resources Management
701 NW 1st Court, 4th Floor
Miami, Florida 33136
Attention: Carlos Espinosa, P.E., Director

6. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

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

9. 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.

10. Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such termination not less than

thirty (30) days prior to the effective date of such termination. The County Manager is authorized to terminate this Agreement on the behalf of the COUNTY.

11. The term of this Agreement shall commence with the date of execution by both parties, and shall, with the exception of the report required by Paragraph 3 herein on October 31, 2009, expire on September 30, 2009.

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

ATTEST:

MIAMI RIVER FUND, INC.

By: Philip B. Everingham
PHILIP EVERINGHAM, PRESIDENT

Witnesses:

By: Brett Bibeau
Brett Bibeau Director
Type or Print Name & Title

By: Alp Bibeau
Alp Bibeau Ashley L. Chase
Type or Print Name & Title
Asst Director

ATTEST:

MIAMI- DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
CARLOS ALVAREZ
MAYOR