

Date: January 21, 2010

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

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

From: George M. Burgess
County Manager



Resolution No. R-21-10

Subject: Resolution Authorizing the Disbursement of Funds from the Biscayne Bay Environmental Enhancement Trust Fund for BAYNANZA 2010 and Authorizing the Execution of a Related Agreement between Miami-Dade County and the Florida Inland Navigation District

Recommendation

It is recommended that the Board authorize the disbursement of \$98,000 from the Biscayne Bay Environmental Enhancement Trust Fund (BBEETF) for BAYNANZA 2010 and authorize the execution of a related agreement with the Florida Inland Navigation District (FIND). Under this agreement, FIND will provide up to \$10,000 toward BAYNANZA 2010 expenses.

Scope

The BAYNANZA 2010 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 2010 (see Exhibit A). The FIND Agreement (Attachment A) will provide up to \$10,000 toward the BAYNANZA t-shirts. DERM will seek additional funds and services through sponsorships from private organizations. Depending on the success of the sponsorship effort, total funds generated may offset the amount of this BBEETF request. Pursuant to Section 7-22.1 of the Miami-Dade County Code, funds generated by local boat registration fees and deposited into the BBEETF may be used for water body maintenance and enhancement activities such as BAYNANZA 2010. Expenses incurred during BAYNANZA 2010 include posters, banners, registration forms, postage, educational materials, recycled content t-shirts, portable restrooms, water for volunteers, temporary staff, garbage bags, garbage removal and related costs. BBEETF Index Code: TFDE400010, Subobject: 22430, available balance: \$927,000. Within this balance, budgeted projects include Matheson restoration (\$550,000) and manatee protection (\$300,000).

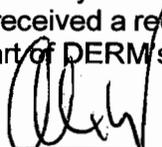
Track Record / Monitor

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 2010 (more than 30 BAYNANZA events in 2009) are scheduled for March and April 2010. The main event, Bay Cleanup Day, includes shoreline cleanups at 28 sites along Biscayne Bay and will be held on April 17, 2010. Other major BAYNANZA 2010 events include Earth Day celebrations, a teacher's workshop, photography contests, nature walks and similar activities. Also, for the 28th Annual Bay Cleanup Day, a special celebration is planned for the VIP site. In accordance with Chapter 24-40 of the Miami Dade County Code, the Director of the Department of Environmental Resources Management (DERM) has made recommendation for this disbursement to my attention.

BAYNANZA is a cooperative effort among DERM, other County departments, environmental groups in Miami-Dade County and the community at large. Over 9,000 volunteers participated in the 2009 Bay Cleanup Day and each received a recycled-content 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: November 5, 2009

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 2010

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 (BBETF) for costs related to the various educational, public awareness and enhancement activities of BAYNANZA 2010 (see Exhibit A).

Section 7-22.1 of the Code allows funds deposited into the BBETF to be used for activities such as BAYNANZA 2010.

An agreement with the Florida Inland Navigation District will provide up to \$10,000 toward BAYNANZA 2010 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 28 sites along Biscayne Bay and will be held on April 17, 2010. Other major BAYNANZA 2010 events include Earth Day celebrations, a teachers' workshop, photography contests, nature walks and similar activities.

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

A handwritten signature in black ink, appearing to be the initials "CE" or a similar stylized mark.



MEMORANDUM
(Revised)

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

DATE: January 21, 2010

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

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

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

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

Veto _____

1-21-10

Override _____

RESOLUTION NO. R-21-10

RESOLUTION AUTHORIZING THE DISBURSEMENT OF FUNDS FROM THE BISCAYNE BAY ENVIRONMENTAL ENHANCEMENT TRUST FUND FOR BAYNANZA 2010 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 2010; 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 Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Barbara J. Jordan 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	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of January, 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Peter S. Tell

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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 28th "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 on 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 1st Court, 2nd 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.

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

Baynanza Biscayne Bay Cleanup Day 2010 Budget		
Description	Cost	Potential Sponsor / Amount
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	
Total Cost		
	\$98,000.00	

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.

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