

MEMORANDUM

Agenda Item No. 8(L)(4)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: February 1, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Agreement No. 4600004505 between the South Florida Water Management District (SFWMD) and Miami-Dade County by which the County agrees to pay up to \$152,066.00 to the SFWMD for the Biscayne Bay Economic Study update; authorizing the County Mayor to execute the agreement, exercise the termination provisions contained therein, and execute extensions of time

Resolution No. R-117-22

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.


Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: February 1, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving an Agreement Between the South Florida Water Management District and Miami-Dade County to Fund the Biscayne Bay Economic Study

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving the agreement between the South Florida Water Management District and Miami-Dade County, in which the County agrees to contribute up to \$152,066.00 of budgeted funds from the FY 2021-2022 general fund to the South Florida Water Management District (SFWMD) for its update to the 2005 Biscayne Bay Economic Study.

Scope

Biscayne Bay is critically important both ecologically and economically to all of Miami-Dade County, thus this resolution will have a countywide impact.

Delegation of Authority

This resolution authorizes the County Mayor or County Mayor’s designee to execute the agreement, in substantially the form attached as Exhibit 1 to the resolution and to exercise termination provisions contained therein and execute extensions of time.

Fiscal Impact/Funding Source

By entering into this cost-sharing agreement, the County commits to pay the SFWMD up to \$152,066.00 of the SFWMD’s \$304,132.00 project study cost to update the 2005 Biscayne Bay Economic Study.

In the FY 2021-22 budget, \$200,000.00 was included from the general fund in the Department of Regulatory and Economic Resources t Office of Resilience budget to cover the County cost-share for this project. As of November 30, 2021, the General Fund allocation balance is \$200,000.00. (Chartfield Fund: G3015, Dept: RE09010000, Grant: NO_GRANT, PCBU: RE, Project: RE_BISCAYNEECO, Activity: REBISCAYNE01, Account: 5224300000.

Track Record/Monitor

The Chief Bay Officer, Irela Bagué, with support from the Office of Resilience, will be responsible for monitoring this agreement with the South Florida Water Management District.

Background

On May 4, 2021, the Board adopted Resolution No. R-473-21 directing the County Mayor or County Mayor’s designee to negotiate a cost-share partnership with the South Florida Water Management District (SFWMD) to update the 2005 Biscayne Bay Economic Study.

Biscayne Bay supports industries in Miami-Dade County, such as tourism, commercial and recreational fishing, and other water-based recreational activities; these industries directly and indirectly provide employment for residents of Miami-Dade County. The Biscayne Bay Task Force recommended that the County immediately enter a cost-share partnership with the SFWMD to update its 2005 Biscayne Bay Economic Study. The purpose and scope of which is to estimate the economic contribution of Biscayne Bay from 2005 to 2019 as it is used in real estate development, recreation, shipping, cruising, commercial fishing and to update the recreational uses and intensity of use of Biscayne Bay. In addition to updating the original study, this version will add a hedonic economic analysis of the impact of Biscayne Bay on real estate value in Miami-Dade County.

Pursuant to the attached agreement, the SFWMD will hire a contractor to update the 2005 Biscayne Bay Economic Study, per the statement of work that is included as Attachment 1 to the agreement. The SFWMD will manage that contract. The County is not a party to that contract but pursuant to the attached agreement will pay the SFWMD up to \$152,066.00 in three payments after the completion of certain deliverables.

The County’s contribution will be from the General Fund and not state or federal funds. If state or federal funds were used by the County, the attached agreement would require the County to comply with additional requirements related to audits and reporting.

The SFWMD will manage the project with a total cost to the SFWMD of \$304,132.00 as outlined in the agreement attached to the resolution, Exhibit 1.


Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: February 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved Danielle Lemi Carr Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(4)
2-1-22

RESOLUTION NO. R-117-22

RESOLUTION APPROVING AGREEMENT NO. 4600004505 BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) AND MIAMI-DADE COUNTY BY WHICH THE COUNTY AGREES TO PAY UP TO \$152,066.00 TO THE SFWMD FOR THE BISCAYNE BAY ECONOMIC STUDY UPDATE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN, AND EXECUTE EXTENSIONS OF TIME

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:

Section 1. This Board approves Agreement No. 4600004505 (Agreement) between the South Florida Water Management District (SFWMD) and Miami-Dade County, in substantially the form attached hereto as Exhibit 1, pursuant to which the County agrees to pay SFWMD up to \$152,066.00 to cost-share with SFWMD for its update to the 2005 Biscayne Bay Economic Study.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the Agreement, in substantially the form attached as Exhibit 1, exercise the termination provisions contained therein, and execute extensions of time.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	absent	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of February, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell



SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGREEMENT

AGREEMENT NO. 4600004505

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

MIAMI-DADE COUNTY

THIS AGREEMENT is entered into as of the _____ by and between the South Florida Water Management District (**DISTRICT**) and Miami-Dade County (**COUNTY**), collectively referred to as the "Parties".

WHEREAS the **DISTRICT** is an independent special district of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes; and

WHEREAS, Biscayne Bay supports industries in Miami-Dade County, such as tourism, commercial and recreational fishing, and other water-based recreational activities; and

WHEREAS, these industries directly and indirectly provide employment for residents of Miami-Dade County; and

WHEREAS, the health of Biscayne Bay is inextricably linked to the environmental and economic well-being of Miami-Dade County; and

WHEREAS, the **DISTRICT** is the nonfederal sponsor of the Comprehensive Everglades Restoration Plan (CERP) and in partnership with the United States Army Corps of Engineers is working towards completion of the Biscayne Bay Coastal Wetlands Project (BBCW) and developing a project plan for the Biscayne Bay and Southern Everglades Restoration (BBSEER) as a component of CERP; and

WHEREAS, the **DISTRICT** and **COUNTY** desire to work collaboratively in the development of an update to the 2005 Biscayne Bay Economic Study to estimate current recreational, commercial and other use industries of economic contribution.

WHEREAS, the **COUNTY** desires to provide financial assistance to the **DISTRICT** to develop the Biscayne Bay Economic Study by reimbursing the **DISTRICT** one-hundred fifty-two thousand and sixty-six dollars (\$152,066.00) of the three-hundred and four-thousand one-hundred and thirty-two dollars (\$304,132.00) project study cost.

WHEREAS, the **COUNTY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**;

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The **COUNTY** agrees to contribute funds and the **DISTRICT** agrees to perform the work set forth in Attachment “1” attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for development of the Biscayne Bay Economic Study.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall expire 24 months from the execution date of this **AGREEMENT**.
3. The **DISTRICT** will provide notice to the **COUNTY** upon satisfactory completion of each of three sets of deliverables as described in the Payment and Deliverable Schedule set forth in Attachment “2”, which is attached hereto and made a part of this **AGREEMENT**. The **COUNTY** shall make payments to the **DISTRICT** upon receipt of such correspondence. The **COUNTY**’s total contribution shall be the not-to-exceed amount of \$152,066.00. In no event shall the **COUNTY** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **COUNTY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.
4. The **DISTRICT** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **DISTRICT** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **DISTRICT** that the **COUNTY** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
5. The **COUNTY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida, the **DISTRICT** or Miami-Dade County or its employees, agents and agencies to be sued; or

(3) a waiver of sovereign immunity of the State of Florida, the **DISTRICT** or the Miami-Dade County beyond the waiver provided in Section 768.28, Florida Statutes.

6. The Parties to this **AGREEMENT** are independent entities and are not employees or agents of the other Party. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **COUNTY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The Parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other Parties. Any attempted assignment in violation of this provision shall be void.
7. The Parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
8. The **DISTRICT**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **COUNTY** undertakes no duty to ensure such compliance, but will attempt to advise the **DISTRICT**, upon request, as to any such laws of which it has present knowledge.
9. Either Party may terminate this **AGREEMENT** at any time for convenience without cause upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **DISTRICT** for authorized work performed through the termination date shall be returned to the **COUNTY** within sixty (60) days of termination.
10. The **COUNTY** shall allow public access to all project documents and materials in possession of the County in accordance with the provisions of Chapter 119, Florida Statutes. Should the **COUNTY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **COUNTY**.
11. The Parties shall maintain records and each Party shall have inspection and audit rights below. The Parties shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
 - A. Maintenance of Records: The Parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
 - B. Examination of Records: The Parties or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.

C. Extended Availability of Records for Legal Disputes: In the event that either Party should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the Parties shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.

12. Whenever the **COUNTY's** contribution includes state or federal appropriated funds, the **COUNTY** shall, in addition to the inspection and audit rights set forth in paragraph 11 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:

A. Maintenance of Records: The **COUNTY** shall maintain all financial/non-financial records through:

- (1) Identification of the state or federal awarding agency, as applicable
- (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
- (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
- (5) Submission of the applicable single audit report to the **COUNTY**, as completed per fiscal year

B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **COUNTY's** financial and non-financial records to the extent necessary to monitor the **COUNTY's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

13. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District

Jose Esquivel
Procurement Bureau
3301 Gun Club Road
West Palm Beach, FL 33406
Telephone No. (561) 682-2119
Email: jesquive@sfwmd.gov

Matthew J. Morrison
Ecosystem Restoration and Capital Projects
3301 Gun Club Road
West Palm Beach, FL 33406
Telephone No. (561) 682-6844
Email: mjmorris@sfwmd.gov

Miami-Dade County

Galen Treuer
111 NW 1st Street, 12th Floor
Miami, FL 33128
Phone: 786-405-7961
Email: galen.treuer@miamidade.gov

14. Invoices, clearly marked “ORIGINAL”, shall be sent to the attention of Accounts Payable at the **COUNTY’s** address specified below. All invoices shall reference the **AGREEMENT** Number specified on page one of this **AGREEMENT**. In addition, a copy of the invoice shall be sent to the attention of the **COUNTY’s** Project Manager either at the address specified in paragraph 13 above or via email, also specified above.

Lisa Klopp
111 NW 1st Street,
12th Floor
Miami, FL 33128
phone: (305) 903-0035
email: lisa.klopp@miamidade.gov

15. **COUNTY** and **DISTRICT** recognize that any representations, statements or negotiations made by **DISTRICT** or **COUNTY** staff do not suffice to legally bind **DISTRICT** or **COUNTY** in a contractual relationship unless they have been reduced to writing and signed by authorized **DISTRICT** and **COUNTY** representatives. It is understood and agreed to by the **COUNTY** and the **DISTRICT** that any material amendments to this **AGREEMENT** require the approval of the Miami-Dade County Board of County Commissioners. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest.
16. This **AGREEMENT** addresses all work and deliverables as identified in Attachment 1 and Attachment 2 once they are accepted by the District’s Project Manager. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the Parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
17. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** shall bind any of the Parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective Parties would otherwise have, under law or at equity.
18. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
19. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the Parties shall not be deemed a waiver of any of its rights or

remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

20. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each Party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
21. **Applicable Laws and Venue.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.
22. **Waiver of Jury Trial.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in Agreement, tort or otherwise.
23. It is the intent and understanding of the parties that this **AGREEMENT** is solely for the **COUNTY** and the **DISTRICT**. No person or entity other than the **COUNTY** or the **DISTRICT** shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.
24. This **AGREEMENT** states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matter of this **AGREEMENT**.
25. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in preceding paragraphs 1 – 24
 - (b) Attachment 1 Statement of Work
 - (c) Attachment 2 Miami-Dade County Payment and Deliverable Schedule
 - (d) All other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Candida Heater, Director
Administrative Services Division

SFWMD OFFICE OF COUNSEL

By: _____

DATE: _____

SFWMD PROCUREMENT

By: _____

Date: _____

MIAMI-DADE COUNTY

By: _____

Title: _____
County Mayor or County Mayor's Designee

ATTACHMENT 1

AGREEMENT NO. 4500004505

STATEMENT OF WORK BISCAYNE BAY ECONOMIC STUDY UPDATE

1.0 INTRODUCTION/BACKGROUND

The purpose of the Biscayne Bay Economic Study Update is to estimate the economic contribution of Biscayne Bay as it is used for recreation, shipping, cruising, and commercial fishing. Economic contribution is the output, resident income, employment, and tax revenue generated from these activities. The study will also update the recreational uses and intensity of Biscayne Bay. For Bay-related recreation and commercial fishing, the current study will employ the same methodology as was used in the original 2005 Biscayne Bay Economic Study that evaluated the Bay's economic contribution from 1980 to 2004 so that comparisons may be made between the two time periods. For shipping and cruising sectors, however, the current study will rely only on the results of previous research to document the estimated economic contribution of these activities. The 2005 Study was conducted for the South Florida Water Management District.

Biscayne Bay is a large, shallow tropical saline lagoon surrounded by the large and diverse metropolitan area of Greater Miami and Miami Beach. Biscayne Bay is the most prominent feature in Miami-Dade County's landscape, extending for almost the entire length of the county from Haulover Inlet in the north to the upper reaches of Key Largo in the south. Biscayne Bay is an important component of the county's quality of life and economy. Biscayne Bay supports a wide variety of recreational and economic uses including:

- Recreational fishing, swimming, boating, sailing and other activities;
- Commercial fishing;
- Shipping operations at Port Miami and the Miami River; and,
- Cruise ship operations at Port Miami.

These activities will be the focus of this study. This study will provide the following information:

- (1) Types and estimated intensity of Biscayne Bay-related recreation and commercial fishing from 2005 to 2022;
- (2) Economic contribution of Biscayne Bay-related recreation and commercial fishing to the economies of Miami-Dade County, southeast Florida and Florida from 2005 to 2022 as measured by the estimated direct, indirect and induced sales, income, employment, and tax revenue generated by these activities;
- (3) Economic contribution of shipping and cruise ship operations at Port Miami and shipping operations along the Miami River (which terminates at Biscayne Bay) to the extent that such information is available from existing studies; and,
- (4) Impact of Biscayne Bay on property values which are direct measures of resident willingness-to-pay for the benefits of living on or near the Bay. This value was not estimated during the 2005 study but would improve understanding of the Bay's economic value.

This update of the economic role of Biscayne Bay to Florida residents could be used to justify investments and programs to protect Biscayne Bay as it generates economic activity and community wellbeing.

2.0 OBJECTIVES

The objectives of this study are to estimate the uses and economic contribution of Biscayne Bay to Miami-Dade County, south Florida and the state of Florida and to estimate the impact of Biscayne Bay on nearby property values.

3.0 SCOPE OF WORK

The Contractor will be responsible for completing this Statement of Work (SOW) within an 18-month timeframe. The Contractor will compile a comprehensive baseline of economic data and perform a detailed evaluation of the economic activity generated by Biscayne Bay-related recreation and commercial fishing as it exists in the year 2022 and over the past 17 years (2005 to 2022) to the extent that sufficient data are available. The evaluation of direct, indirect and induced economic activity will include primary/direct businesses and activities that directly utilize and depend on aspects of the Bay as well as secondary/indirect businesses and activities that depend on those primary/direct businesses and activities. The entire economic cycle that is dependent on the Bay including at a minimum commercial, residential, tourism and governmental elements will be included.

The economic contribution of Biscayne Bay-related recreation and commercial fishing will be estimated for three study areas: (1) Miami-Dade County, (2) the south Florida counties of Palm Beach, Broward, Miami-Dade and Monroe, and (3) the state of Florida. The types of businesses and activities to be included in this study will include but not be limited to the following:

Recreational Fishing	Snorkeling
Commercial Fishing	Hotels
Boating	Tour Boats
Boat Repair	Boat Fuel
Brokerage of Boats	Boat Ramps
Manufacturing of Boats	Cruise Ships
Storage of Boats	Commercial Shipping
Sale of Boats	Tourism
Rentals – Boats, Jet Skis, Equipment	Dining
Diving	Shopping

The economic contribution of shipping and cruising operations at Port Miami and the Miami River will be taken from existing studies to the extent that such information is available. If there is insufficient information to document the economic contribution of these activities, then the report will identify the missing information.

4.0 WORK BREAKDOWN STRUCTURE

This study encompasses seven (7) Tasks that include three (3) meetings/presentations, a draft and final project work plan, five (5) progress reports, and a draft and final study report. This study will utilize an Independent Technical Review (ITR) Team which will review each Deliverable and provide comments along with District staff. The ITR Team members will be selected by the District. The District Project Manager will be responsible for distributing the project Task Deliverables to the ITR Team and for providing ITR Team comments to the Contractor.

The Contractor will submit an electronic copy of each Deliverable to the District Project Manager who will distribute the Deliverable to the ITR Team for review. Within fourteen (14) days of District receipt of the Deliverable, the District Project Manager will forward to the Contractor the recommended revisions for incorporation into the final Project Work Plan and the draft and final study reports, as applicable. The Contractor will provide the District Project Manager with verbal and/or written status reports, in addition

to those identified herein, upon request. All status reports are considered Deliverables. All Deliverables will be submitted to the District Project Manager.

The Contractor will provide all labor, equipment and materials necessary to complete the Work Order tasks and deliverables. In addition, the Contractor will utilize the IMPLAN Regional Input-Output model as the primary tool for estimating the economic contribution of Biscayne Bay-related recreation and commercial fishing.

Task 1 – Project Kickoff Meeting, Project Work Plan Meeting and Project Work Plan

Task 1a – Project Kick-Off Meeting: The Contractor will arrange and attend a Project Kick-off Meeting with the District Project Manager, District staff and the ITR Team to coordinate and establish how the objectives of this study will be accomplished and the format for the Work Plan, project deliverables, project approach, methods, and data collection.

Task 1b – Draft Work Plan: After the Project Kick-Off Meeting the Contractor will prepare a draft Project Work Plan with details for completing this project, including but not limited to the following items:

- Methodologies and data sources for estimating Biscayne Bay economic contributions and impact on property values;
- Method, assumptions, and data sources for estimating how Biscayne Bay has contributed to the study area economies over the past 17 years;
- List of data sources;
- Approach and method for obtaining, retrieving, downloading, and organizing data;
- Draft survey instruments for each of the four intercept surveys;
- Format of retrieved data to be provided to the District (e.g. tables, plots, charts, maps, etc.);
- Example of information about the retrieved data that will be provided to the District (e.g. data source, how data was collected, who collected the data, data manipulation, period of record, etc.);
- Format for presenting the economic baseline and trends for the past 17 years; and,
- Schedule of tasks/deliverables.

As part of this task, the Contractor will provide the District with the overall design of the survey research needed to estimate the economic contribution of Biscayne Bay-related recreation and the recreational uses of the Bay. It is anticipated that four (4) intercept surveys will be conducted that would represent the Biscayne Bay-related uses and expenditures by residents and visitors in 2022: (1) General Visitor Survey; (2) General Resident Survey; (3) Biscayne Bay User - Visitor Survey; and (4) Biscayne Bay User - Resident Survey. Each survey will be conducted during two seasons (high and low seasons) resulting in a total of 8 survey research efforts. The survey responses will be compiled and used to estimate the economic contribution of the Bay as it is used for recreation. The Work Plan will include drafts of these survey instruments and a plan for how the surveys will be conducted.

While the Contractor will not specifically collect the data and information needed to complete the study, the Contractor will investigate what data and information are available and match the available data and information to methodologies, survey designs and survey questionnaires that address the project objectives. Potential data and information sources that will be investigated by the Contractor will include but not be limited to: the District, the Greater Miami Chamber of Commerce, U.S. Department of Commerce, State of Florida, NOAA, University of Florida Bureau of Economic and Business Research, Florida Fish and Wildlife Conservation Commission, Florida Department of Agriculture and Consumer Services, South Florida Regional Planning Council, Miami-Dade County, Miami-Dade County Convention and Visitors Bureau, local cities surrounding the Bay, local historians and librarians, financial reports of publicly traded companies, government documents, and IMPLAN.

Task 1c – Final Work Plan: After the draft Project Work Plan is submitted to the District, the Contractor will arrange and attend a Project Work Plan Meeting with the District Project Manager, District staff, and the ITR Team to present and discuss the draft Project Work Plan. Following the meeting, the District will provide the Contractor with recommended changes to the Work Plan that will include comments from the ITR Team made at the Project Work Plan meeting. All changes will be incorporated by the Contractor into the final Project Work Plan.

Task 1 Deliverables and Completion Dates:

- Task 1a – Project Kick-off Meeting. *Due within two (2) weeks after the Work Order execution date.*
- Task 1b - Draft Project Work Plan. *Due within eight (8) weeks after the Work Order execution date.*
- Task 1c - Final Project Work Plan. *Due within twelve (12) weeks after the Work Order execution date.*

Task 2 – Conduct Summer Recreation Surveys

The Contractor will conduct the four intercept surveys during the summer months including testing and finalizing the survey instruments, obtaining site permissions, subcontracting and monitoring the survey research firm, training the survey researchers, conducting the intercept surveys, reviewing the completed surveys, and entering the survey data into databases.

Task 2 Deliverable and Completion Date:

Task 2a - Progress Report 1: This report will describe how the summer survey will be conducted including the survey period, the survey sites, the survey goals, the survey research firm, and the survey instruments to be tested and finalized. *Due within twelve (12) weeks after the Work Order execution date.*

Task 2b Survey Incentives: This sub-task is the implementation of a monetary incentive system for survey respondents such as one or more drawings during and/or following the summer recreation survey.

Task 2c – Other ODCs to Conduct the Survey: This task includes other direct costs (ODCs) incurred by the individual survey researchers as they complete the summer recreation survey, including travel and other survey-related costs.

Task 3 – Impact of Biscayne Bay on Property Values

The Contractor will estimate the impact of Biscayne Bay on residential property values in Miami-Dade County using hedonic price analysis of residential market values obtained from the Miami-Dade County Property Appraiser's office. These values are direct measures of resident willingness-to-pay for the benefits of living on or near the Bay. The market value of properties estimated and published by the property appraiser will be used in the statistical analysis.

Task 3 Deliverable and Completion Date: Progress Report 2 that provides the data, methods, and results of the impact of Biscayne Bay on residential property values. *Due within twenty-six (26) weeks after the Work Order execution date.*

Task 4 - Economic Contributions of Commercial Fishing, Port Miami Shipping and Cruising, and Miami River Shipping

The Contractor will collect commercial fishing data and information and, using the IMPLAN economic input-output model, will estimate the impact of Bay-related commercial fishing in the most recent year that fish landing data is available. Landings and value data from 2005 to 2021 will be used to estimate the economic contribution during this period. If data reflecting 2021 are not available, then the study period will be 2005 to 2020. The Contractor will also obtain estimates of the economic contribution of Port Miami shipping and cruising and Miami River shipping on the study area economies from 2005 to 2022, to the extent that such information is available from existing studies. If there is insufficient information to

document the economic contribution of these activities, then the report will identify the missing information.

Task 4 Deliverable and Completion Date: Progress Report 3 that provides the data, methods, and results of estimating the economic contributions of commercial fishing, Port Miami shipping and cruising, and Miami River shipping. *Due within thirty-two (32) weeks after the Work Order execution date.*

Task 5 - Conduct Winter Recreation Surveys and Provide Summer Survey Progress

The Contractor will conduct the four intercept surveys during the winter months including obtaining site permissions, subcontracting and monitoring the survey research firm, conducting the intercept surveys, reviewing the completed surveys, and entering the survey data into databases. The Contractor will also provide a report that describes the number and quality of completed surveys from the summer survey period.

Task 5 Deliverable and Completion Date:

Task 5a - Progress Report 4: This report will describe how the winter survey will be conducted including the survey period, the survey sites, and the survey goals. The report will also describe the number and quality of the completed surveys during the summer survey period. *Due within thirty-five (35) weeks after the Work Order execution date.*

Task 5b Survey Incentives: This sub-task is the implementation of a monetary incentive system for survey respondents such as one or more drawings during and/or following the winter recreation survey.

Task 5c – Other ODCs to Conduct the Survey: This task includes other direct costs (ODCs) related to conducting the survey that are incurred by the individual survey researchers as they complete the summer recreation survey, including travel and other survey-related costs.

Task 6 - Economic Contribution of Biscayne Bay-Related Recreation

Utilizing the survey data collected during the summer and winter surveys, the Contractor will estimate the Bay-related recreational uses and economic contribution from 2005 to 2022. Economic and trend data used to model these values will also be collected and the recreational use and expenditure model will be developed in a manner similar to that used in the 2005 Biscayne Bay Economic Study. The estimated 2022 Bay-related expenditures by residents and visitors will be input into the IMPLAN economic input-output model to estimate the economic contribution of Biscayne Bay-related recreation in the three study areas. Trend data similar to that used in the 2005 study will be used to infer the uses and economic contribution of the Bay from 2005 through 2021.

Task 6 Deliverable and Completion Date: Progress Report 5 that provides the data, methods and results of estimating the economic contribution of Biscayne Bay-related recreation from 2005 to 2022 in the three study areas. *Due within sixty (60) weeks after the Work Order execution date.*

Task 7 – Economic Baseline and Trend Analysis Report

Utilizing the results of Tasks 1 through 6, the Contractor will prepare a draft and final report that provides the data, methods and results associated with quantifying the recreational and commercial fishing use intensity of Biscayne Bay and the direct, indirect, and induced output, income, employment and tax revenue created by these uses from 2005 to 2022. Estimates of the economic contribution of Port Miami shipping and cruising and Miami River shipping from 2005 to 2018 will also be provided, to the extent that such information is available from existing studies. If there is insufficient information to document the economic contribution of the shipping and cruising activities, then the report will identify the missing information.

The economic contribution of Biscayne Bay will be compared to the overall Miami-Dade County, south Florida, and the state of Florida economies from 2005 to 2022. The estimated impact of Biscayne Bay on nearby property values will also be provided in the report including inference to the value that residents place on living on or near Biscayne Bay.

Task 7 Deliverables and Completion Dates:

- Task 7a - Draft Biscayne Bay Economic Baseline and Trend Report. *Due sixty-nine (69) weeks from the Work Order execution date.*
- Task 7b – Final Biscayne Bay Economic Baseline and Trend Report. *Due seventy-eight (78) weeks from the Work Order execution date.*

ATTACHMENT 2

AGREEMENT NO. 4500004505

**MIAMI-DADE COUNTY PAYMENT AND DELIVERABLE SCHEDULE
BISCAYNE BAY ECONOMIC STUDY UPDATE**

Payment shall be made on a Fixed Price basis in the fixed amounts specified below for each deliverable following receipt and acceptance in accordance with Agreement No. 4500004505 between the South Florida Water Management District and Miami-Dade County.

Task No.	Task Deliverables	Due Date from NTP*	County Payment Amount
1a	Study Kick-Off Meeting	20 weeks	\$51,354.00
1b	Work Plan including Survey Instrument Development and Presentation		
1c	Final Work Plan		
2	Conduct Summer Recreation Surveys:		
2a	Progress Report 1		
2b	Survey Incentives		
2c	Other ODCs to Conduct the Surveys		
3	Progress Report 2 - Hedonic Price Analysis of Biscayne Bay Property Values	35 weeks	\$69,879.00
4	Progress Report 3 - Economic Contribution of Commercial Fishing, Port Miami Shipping and Cruising, and Miami River Shipping		
5	Conduct Winter Recreation Surveys and Provide Summer Survey Progress		
5a	Progress Report 4		
5b	Survey Incentives		
5c	Other ODCs to Conduct the Surveys		
6	Progress Report 5 - Economic Contribution of Biscayne Bay-Related Recreation	78 weeks	\$30,833.00
7a	Draft Economic Baseline and Trend Report and Presentation		
7b	Final Economic Baseline and Trend Report		
WORK ORDER TOTAL:			\$152,066.00

(*) Weeks from Notice to Proceed (NTP)