

MEMORANDUM

Agenda Item No. 8(L)(2)

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

DATE: April 5, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the
disbursement of up to \$137,500.00
from the Biscayne Bay
Environmental Enhancement Trust
Fund for Biscayne National Park to
be used for enhancement of coastal
wetlands within the western
foreshore of Biscayne Bay through
the removal and disposal of marine
debris; approving the agreement
between Biscayne National Park
and Miami-Dade County;
authorizing the County Mayor to
execute said agreement exercise the
termination provisions contained
therein, and execute extensions of
time

Resolution No. R-322-22

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/jp

Memorandum



Date: April 5, 2022

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

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Authorizing the Disbursement of Up to \$137,500.00 From the Biscayne Bay Environmental Enhancement Trust Fund for Biscayne National Park for the Enhancement of Coastal Wetlands Within Biscayne Bay Through the Removal and Disposal of Marine Debris

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the disbursement of up to \$137,500.00 from the Biscayne Bay Environmental Enhancement Trust Fund (BBEETF) for Biscayne National Park (BNP) to conduct environmental enhancement of mangrove wetlands within the park by removing and disposing of marine debris located within the western foreshore of Biscayne Bay. Additionally, it is recommended that the Board approve, and authorize the execution of, the associated Agreement between Biscayne National Park, a unit of the National Park Service, and Miami-Dade County, Florida, in substantially its current form (Attachment A to the resolution). The activities funded by the disbursement and described in the Agreement will be conducted by National Park Service staff in accordance with an approved scope of work and consistent with the recommendations in the Biscayne Bay Task Force Report that is the subject of Resolution No. R-888-20 adopted by the Board on August 31, 2020.

Scope

This disbursement request will benefit the coastal areas of Commission Districts 8 and 9, represented by Commissioner Danielle Cohen Higgins and Commissioner Kionne L. McGhee, respectively.

Delegation of Authority

In accordance with section 24-40(4) of the Code of Miami-Dade County (Code), this resolution will authorize the disbursement of up to \$137,500.00 from the Biscayne Bay Environmental Enhancement Trust Fund for Biscayne National Park. This resolution will also authorize the County Mayor or County Mayor’s designee to execute the Agreement (Attachment A to the resolution), exercise the termination provisions contained therein, and execute extensions of time to the agreement.

Fiscal Impact/Funding Source

This resolution authorizes the disbursement of up to \$137,500.00 from the BBEETF for Biscayne National Park for environmental enhancement activities as outlined in the associated Agreement. This sum was deposited into the BBEETF in association with Miami-Dade County Class I permit CC03-010 for the expressed purpose of “the creation, restoration, or enhancement of coastal wetlands adjacent to Biscayne Bay” to include those within Biscayne National Park and these funds are available for this project. The BBEETF (TF064) available balance as of November 30, 2021, is \$8,404,662.18.

Track Record/Monitor

Biscayne National Park has an on-going program targeting the removal and disposal of marine debris located within the park and has the trained staff and necessary equipment to effectively and efficiently carry out the associated tasks. Pamela Sweeney, Acting Manager of the Restoration & Enhancement Section of the Department of Regulatory and Economic Resources, Division of Environmental

Resources Management (DERM), will monitor activities performed using these funds.

Background

Pursuant to Section 24-40 of the Code of Miami-Dade County, monies contained within the Biscayne Bay Environmental Enhancement Trust Fund are designated for the environmental enhancement of Biscayne Bay and its foreshore. These funds include contributions to the BBEETF associated with mitigation for environmental impacts resulting from permitted projects. The \$137,500.00 that is the subject of this disbursement request was placed into the BBEETF to supplement mitigation required for the residential housing development known as “Cutler Cay”, which is located east of Old Cutler Road between SW 185 Terrace and SW 196 Street and adjacent to Biscayne National Park. These funds were designated for the creation, restoration, or enhancement of coastal wetlands adjacent to Biscayne Bay, to include at or in the vicinity of the permitted project’s mitigation site located within Biscayne National Park.

DERM and BNP have worked together to identify a project to be funded by the above-referenced BBEETF contribution consistent with the funds’ designated purpose. Marine debris is a pervasive and insidious problem in the waters and coastal habitats of Miami-Dade County, including those of Biscayne National Park. The complex root systems in mangrove forests are vulnerable to trapping floating marine debris that is carried in on tides and currents. The debris, much of it made of plastic and other synthetic materials, accumulates over time, slowly degrading into smaller pieces and becoming incorporated into the mangrove soils and ingested by wildlife. Marine debris in mangroves is harmful to birds, fish and other marine organisms, and can inhibit the health and growth of mangroves and other native vegetation. Debris removal efforts targeting mangrove habitat are uncommon because access is typically limited by shallow water, the work is arduous, and the environmental conditions inhospitable.

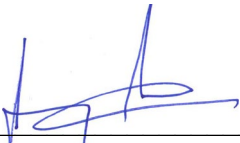
For the past several years, Biscayne National Park’s Habitat Restoration Program has conducted marine debris removal activities within various locations of the park, including along its offshore reefs and within Biscayne Bay and its foreshore. Staff performing the work are well-trained National Park Service employees who are accustomed to working in environmentally sensitive areas under difficult conditions. If the disbursement is approved, the \$137,500.00 would fund the enhancement of coastal wetlands along the western shoreline of Biscayne Bay by removing and disposing of accumulated marine debris within a project area spanning approximately 12 linear miles of mangrove shoreline inside the park, extending from the area adjacent to the above-described Shoma Cutler Cay development in the north to the aforementioned Florida City Canal mitigation site in the south (Attachment A to resolution).

Enhancement of the mangrove shoreline within the park via the removal of marine debris is consistent with the purposes for which the funds were deposited into the BBEETF. BNP has trained staff and the necessary equipment to perform the work and would require considerably less oversight and monetary investment than if the County were to hire a contractor to perform the same services. The disbursement would support the park’s marine debris program and further the County’s existing collaboration with the National Park Service to protect and enhance Biscayne Bay. Expending the funds in this manner should yield relatively quick and tangible results benefitting the Bay at a time when these are especially needed. This disbursement would be consistent with section 24-40 of the Code, which allows BBEETF funds to be used for the restoration and enhancement of Biscayne Bay and its foreshore, and with the designated purposes for which the monies were deposited into the BBEETF.

The Agreement (Attachment A to the resolution) between BNP and Miami-Dade County sets forth the

respective responsibilities of the County and BNP, with regard to the project entitled Biscayne Bay foreshore enhancement through marine debris removal in Biscayne National Park.

In accordance with section 24-40(4) of the Code, I concur with the attached recommendation of the Director of the Department of Regulatory and Economic Resources for the disbursement of up to \$137,500.00 from the Biscayne Bay Environmental Enhancement Trust Fund for Biscayne National Park to be used for the removal and disposal of marine debris, and for the approval of the associated Agreement between the County and BNP in substantially its current form.



Jimmy Morales
Chief Operations Officer

Memorandum

Date: November 16, 2021

To: Daniella Levine Cava, Mayor
Miami-Dade County

From: Lourdes M. Gomez, Director 
Department of Regulatory and Economic Resources

Subject: Resolution Authorizing the Disbursement of Up to \$137,500.00 From the Biscayne Bay Environmental Enhancement Trust Fund for Biscayne National Park for the Enhancement of Coastal Wetlands Within the Western Foreshore of Biscayne Bay Through the Removal and Disposal of Marine Debris

Pursuant to section 24-40 of the Code of Miami-Dade County, I am recommending the disbursement of up to \$137,500.00 from the Biscayne Bay Environmental Enhancement Trust Fund (BBEETF) for Biscayne National Park (Park) to be used for the removal and disposal of marine debris located within coastal wetlands of the Park in western Biscayne Bay.

These funds were deposited into the BBEETF in January of 2013 in association with RER-DERM Class I permit CC03-010 issued to Shoma Development Corporation for the Cutler Cay development which abuts Biscayne National Park. The funds were expressly designated for “the creation, restoration, or enhancement of coastal wetlands adjacent to Biscayne Bay or its tidal tributaries to include at or in the vicinity of the Shoma project’s mitigation site located within Biscayne National Park.”

This disbursement would provide funding for the Park’s on-going and successful marine debris removal program and would specifically target coastal wetland areas in proximity to the Shoma Cutler Cay development and associated offsite mitigation site within Biscayne National Park. Reasons for supporting this disbursement include the following:

- Enhancement of the mangrove shoreline within the Park via the removal of marine debris would be consistent with the purposes for which the bond funds were retained.
- Marine debris removal efforts in the western foreshore of Biscayne Bay within the Park are sorely needed and, although already performed to a minor extent, are underfunded and inadequate.
- The Park already has trained staff and the necessary equipment to perform the work and would require considerably less oversight than if DERM were to hire a contractor to perform the same services.
- Supporting this work would further our existing collaboration with the National Park Service to protect and enhance the Bay, and would allow for the extension of the Park’s successful marine debris program.
- Expending the funds in this manner would yield relatively quick and very tangible results that benefit Biscayne Bay, particularly at a time when we are expected to achieve both.

The proposed activities for which this disbursement will be used are consistent with the goals and intent of the recently completed Biscayne Bay Task Force report and with the BBEETF Ordinance as codified in section 24-40 of the Code of Miami-Dade County. There are sufficient unencumbered funds currently available in the BBEETF to fulfill this request.



MEMORANDUM

(Revised)

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

DATE: April 5, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(2)

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 _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(2)
4-5-22

RESOLUTION NO. R-322-22

RESOLUTION AUTHORIZING THE DISBURSEMENT OF UP TO \$137,500.00 FROM THE BISCAYNE BAY ENVIRONMENTAL ENHANCEMENT TRUST FUND FOR BISCAYNE NATIONAL PARK TO BE USED FOR ENHANCEMENT OF COASTAL WETLANDS WITHIN THE WESTERN FORESHORE OF BISCAYNE BAY THROUGH THE REMOVAL AND DISPOSAL OF MARINE DEBRIS; APPROVING THE AGREEMENT BETWEEN BISCAYNE NATIONAL PARK AND MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID 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, pursuant to section 24-40 of the Code of Miami-Dade County, hereby authorizes the disbursement of up to \$137,500.00 from the Biscayne Bay Environmental Enhancement Trust Fund for Biscayne National Park to be used for the sole purpose of enhancement of coastal wetlands within the western foreshore of Biscayne Bay through the removal and disposal of marine debris. These activities will be conducted as part of Biscayne National Park's Habitat Restoration Program.

Section 2. This Board approves the Agreement, in substantially the form attached hereto as Attachment A and made a part hereof, between Biscayne National Park and Miami-Dade County which provides up to \$137,500.00 from the Biscayne Bay Environmental Enhancement

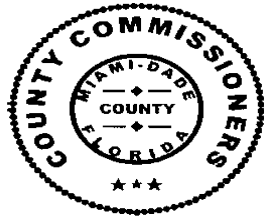
Trust Fund for Biscayne National Park to be used for the sole purpose of enhancement of coastal wetlands within the western foreshore of Biscayne Bay through the removal and disposal of marine debris.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the Agreement, exercise the termination provisions contained therein, and execute extensions of time to the Agreement.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** ,
 who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III**
 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	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of April, 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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "ASR", is written over a horizontal line.

Abbie Schwaderer-Raurell

ATTACHMENT A

**AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
and
BISCAYNE NATIONAL PARK
A UNIT OF THE NATIONAL PARK SERVICE**

This Agreement is entered into this ___ day of ____ 2021 by and between MIAMI-DADE COUNTY, FLORIDA ("COUNTY") and BISCAYNE NATIONAL PARK ("BNP").

1. The purpose of this agreement is to set forth the responsibilities of both the COUNTY and BNP, respectively, with regard to the project entitled Biscayne Bay foreshore enhancement through marine debris removal in Biscayne National Park (the project).
2. The Shoma Development Corporation failed to completely fulfill its Cutler Cay Development mitigation requirements at the Florida City Canal mitigation site, located within Biscayne National Park (BNP).
3. The COUNTY agreed to accept a contribution of \$137,500.00 to the Biscayne Bay Environmental Enhancement Trust Fund (BBEETF) in lieu of retaining the same amount from the project's mitigation bond.
4. The contribution was designated for the creation, restoration, or enhancement of the coastal wetlands adjacent to Biscayne Bay or its tidal tributaries, to include at or in the vicinity of the Shoma project's mitigation site within BNP.
5. Staff from the COUNTY Department of Regulatory and Economic Resources Division of Environmental Resources Management (DERM) and the BNP Habitat Restoration Program have identified a coastal wetland enhancement project to be funded by this contribution.
6. The project will enhance coastal wetlands along the western shoreline of the park through the removal of marine debris from mangrove forests within the park boundary.
7. The project area will include approximately 12 linear miles of mangrove shoreline in the park, extending from the area adjacent to the Cutler Cay Homes development in the north to the Florida City Canal in the south (Figure 1).
8. The project will be managed by BNP ecologist and manager of the BNP Habitat Restoration Program, Dr. Amanda Bourque. The project will be staffed by a team of four BNP biological science technicians.
9. Debris removal activities will be scheduled during the months of November – April, over a two year period (e.g. Year 1: Nov21-Apr22; Year 2: Nov22-Apr23).
10. The team will spend approximately six days per month on project activities, to include:
 - four days/month on debris removal from coastal fringe forest (approximately 0-20ft inland from waterline),
 - one day/month on efforts requiring special attention (e.g., treatment of exotic vegetation, removal of large or otherwise challenging objects, forays deeper into the coastal fringe, leading volunteer cleanups, etc.), and
 - one day/month on project preparation, coordination, data management, equipment maintenance, and/or reporting.

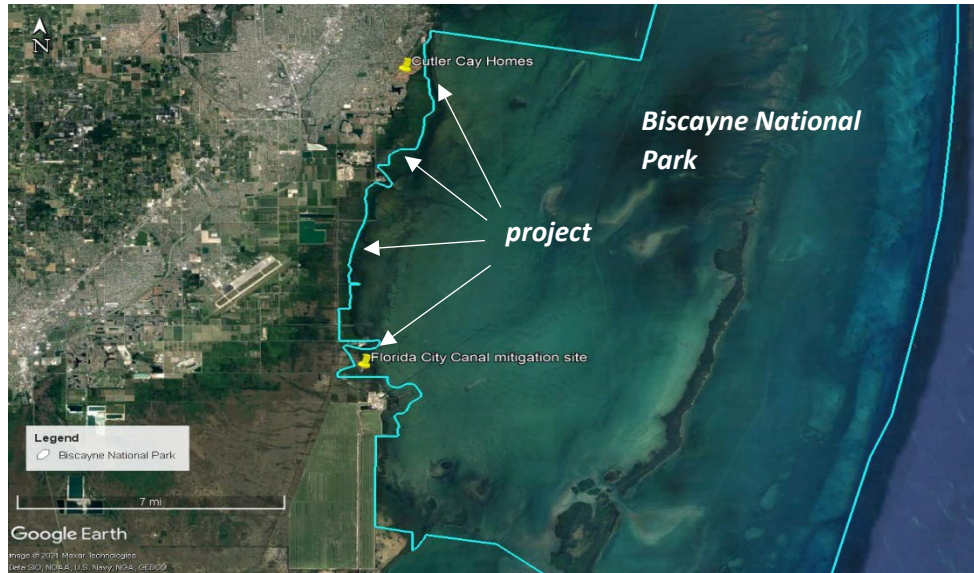


Figure 1. The project location includes the mangrove forest within the boundary of Biscayne National Park (---) adjacent to Cutler Cay Homes, south to the Florida City Canal mitigation site.

11. Subject to the provisions of this agreement, the COUNTY will make a one-time transfer of \$137,500 from the BBEETF to BNP prior to project start, sent to:
 - Biscayne National Park, Attn: Budget Analyst, 9700 SW 328 Street, Homestead FL 33031
12. The funds will be used by BNP exclusively for the coastal wetlands enhancement activities described in this agreement.
13. The project budget includes BNP costs for personnel (technician salaries), vessel use, debris disposal, and materials, as summarized in the following budget table.

Category	Description	Year 1 costs	Year 2 costs	Total costs
Personnel	4 biological science technicians, 6 days/mo (Nov-Apr)	\$51,250	\$53,819	\$105,069
Vessel costs	\$108.04/hr, 3 hrs/day * 30 days/yr	\$9,720	\$10,206	\$19,926
Debris disposal	Dumpster \$850/mo * 6 mo	\$5,100	\$5,355	\$10,455
Equipment, supplies	Gloves, scales, bags, bins, cutting tools, bug spray, sunscreen	\$1,000	\$1,050	\$2,050
			Total costs	\$137,500

14. BNP will provide two progress reports on project activities to the COUNTY according to the following schedule: 2 weeks following completion of Year 1 activities, and 2 weeks following completion of Year 2 activities.
15. Progress reports will include information on the geographical scope of marine debris removal activities, weight and characterization of debris removed, description of any other related activities (e.g., treatment of exotic vegetation, removal of large or otherwise challenging objects, forays deeper into the coastal fringe, leading volunteer cleanups, etc.), an effort log for the project, and a summary of project expenditures by category (i.e., personnel, vessel costs, debris disposal, and equipment/materials/supplies).
16. The second progress report will address Year 2 activities and will also provide cumulative summaries across Years 1 and 2.
17. Progress reports will be submitted to the COUNTY at:

Miami-Dade County RER – DERM
Restoration & Enhancement Section
Attn. Marine Debris Project Manager
701 NW 1 Court, 5th Floor
Miami, Florida 33136

18. It is the intent and understanding of the parties that this Agreement is solely for the COUNTY and BNP. No person or entity other than the COUNTY or BNP shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.
19. BNP shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the COUNTY. BNP shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and BNP shall be responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any.
20. Nothing contained herein shall constitute a waiver by the COUNTY or BNP of their respective sovereign immunity or of the provisions of Section 768.28 of the Florida Statutes.
21. This Agreement incorporates and includes all prior 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.
22. Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor is authorized to terminate this Agreement on the behalf of the COUNTY. Should BNP choose to terminate this Agreement

prior to the full performance of the project and expenditure of the project funds for the stated purposes described herein, all unspent funds will be returned to the COUNTY within thirty (30) days prior to the effective date of such termination.

23. Work contemplated under this Agreement shall be completed within 24 months of the date of the transfer of project funds from the COUNTY to BNP, following execution of this Agreement.

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

ATTEST:

BISCAYNE NATIONAL PARK

By: _____

By: _____
PENELOPE DEL BENE, SUPERINTENDENT

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
DANIELLA LEVINE CAVA, COUNTY MAYOR

Approved by County Attorney as
to form and legal sufficiency. _____