

## **MEMORANDUM**

Agenda Item No. 8(H)(1)

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**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** July 1, 2025

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution authorizing the  
County Mayor to execute a  
Memorandum of Agreement with  
FillABag for the installation of  
one FillABag station on Hobie  
Beach on the Rickenbacker  
Causeway; and authorizing the  
County Mayor to take all actions  
necessary to effectuate same

Resolution No. R-662-25

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The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.

  
\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/ks

# Memorandum



**Date:** July 1, 2025

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Resolution Authorizing the Execution of a Memorandum of Agreement Between Miami-Dade County and the Fill A Bag Organization to Install a Bucket Tree with Removable Buckets, to Encourage Self-led Clean-up Activities to Visitors and Park Patrons on Rickenbacker Causeway

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## **Recommendation**

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or County Mayor's Designee to execute a Memorandum of Agreement (Agreement) listed as Attachment A, between Miami-Dade County (County) and Fill A Bag, for the installation, maintenance, and eventual removal of one Fill A Bag bucket tree station for citizen or volunteer trash removal on Hobie Beach, located on Rickenbacker Causeway, at no cost to the County.

## **Scope**

Hobie Beach is located on a portion of the Rickenbacker Causeway on Virginia Key in County Commission District 7, which is represented by Commissioner Raquel A. Regalado.

## **Fiscal Impact/Funding Source**

There is no funding tied to this Agreement and no anticipated fiscal impact to the County. The bucket tree will be installed, maintained, and eventually removed, when the time comes, by Fill A Bag. The County is only responsible for removing the Fill A Bag station should it risk danger to park patrons due to damage or vandalism, or should it become a hindrance to regular park operations.

## **Track Record/Monitor**

The Agreement will be managed by the Parks, Recreation and Open Spaces Department (PROS) and overseen by the PROS Volunteer Unit Manager and James Martincak, PROS Superintendent.

## **Delegation of Authority**

This item authorizes the County Mayor or County Mayor's designee to execute the attached Agreement for the installation, maintenance, and eventual removal of one Fill A Bag bucket tree station for citizen or volunteer trash removal on Hobie Beach and exercise all provisions therein including any termination provisions.

## **Background**

Fill A Bag is a local organization that schedules group volunteer cleanup activities at different coastal parks and areas in South Florida, and whose mission is to turn simple daily beach walks into meaningful cleanup experiences by picking up plastic and trash with buckets available at Fill A Bag (bucket tree) stations. This group has scheduled 27 coastal cleanup volunteer days at Miami-Dade County Parks over the last four years, including participation in Baynanza and International Coastal Cleanup Day. These events have engaged 441 volunteers in over 800 volunteer hours, resulting in the

Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners  
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collection of 1,481 pounds of debris. This Agreement seeks to help grow PROS' partnership and Fill A Bag's impact. If approved, the Agreement shall be in place from the effective date until July 31, 2026 with one-year options to renew. Expiration of this agreement will be considered termination of the project.

Attachment

A handwritten signature in black ink, reading "Roy Coley", written over a horizontal line.

Roy Coley  
Chief Utilities and Regulatory Services Officer



## MEMORANDUM (Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** July 1, 2025

**FROM:**   
Glen Bonzon-Keenan  
County Attorney

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

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 \_\_\_\_, majority plus one \_\_\_\_, 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) \_\_\_\_, 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(H)(1)  
7-1-25

RESOLUTION NO. R-662-25

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF AGREEMENT WITH FILLABAG FOR THE INSTALLATION OF ONE FILLABAG STATION ON HOBIE BEACH ON THE RICKENBACKER CAUSEWAY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

**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 hereby approves the County Mayor or County Mayor's designee to execute a Memorandum of Agreement in substantially the form attached to the County Mayor's memorandum as Attachment A, between Miami-Dade County and FillABag for the installation and maintenance of one FillABag station nearby the PADL Beach Club on Hobie Beach, located on the Rickenbacker Causeway, and authorizes the County Mayor or County Mayor's designee to execute said agreement and to take all actions necessary to effectuate the same.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

|                                 |            |                        |            |
|---------------------------------|------------|------------------------|------------|
| Anthony Rodriguez, Chairman     | <b>aye</b> |                        |            |
| Kionne L. McGhee, Vice Chairman | <b>aye</b> |                        |            |
| Marleine Bastien                | <b>aye</b> | Juan Carlos Bermudez   | <b>aye</b> |
| Sen. René García                | <b>aye</b> | Oliver G. Gilbert, III | <b>aye</b> |
| Roberto J. Gonzalez             | <b>aye</b> | Keon Hardemon          | <b>aye</b> |
| Danielle Cohen Higgins          | <b>aye</b> | Eileen Higgins         | <b>aye</b> |
| Natalie Milian Orbis            | <b>aye</b> | Raquel A. Regalado     | <b>aye</b> |
| Micky Steinberg                 | <b>aye</b> |                        |            |

The Chairperson thereupon declared this resolution duly passed and adopted this 1<sup>st</sup> day of July, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

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

Brianna E. Donet

# **ATTACHMENT A**

**MEMORANDUM OF AGREEMENT**  
**BETWEEN FILLABAG**  
**AND MIAMI-DADE COUNTY**

This **MEMORANDUM OF AGREEMENT** ("Agreement") by and between **FILLABAG**, an initiative run by Manny Rionda, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("**COUNTY**"), is effective as of the \_\_\_\_ day of \_\_\_\_\_ 2025 ("Effective Date").

**WITNESSETH**

WHEREAS, **FILLABAG** and the **COUNTY'S** Parks, Recreation and Open Spaces Department, through the Community and Volunteer Engagement Unit, have identified the shoreline along Rickenbacker Causeway at Hobie Island South as priority areas to address marine debris and litter; and

WHEREAS, marine debris and litter are detrimental to the wildlife, ecosystem, and visitor experience on Rickenbacker Causeway; and

WHEREAS, **FILLABAG** and the **COUNTY** share the common goal of improving the physical appearance of Rickenbacker Causeway, as a vital component of the overall economic well-being of Miami-Dade County; and

WHEREAS, **FILLABAG** and the **COUNTY** regularly engage groups of volunteers in clean-up activities on Rickenbacker Causeway; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FILLABAG** shall provide funding and labor, as needed to install and maintain the FillABag station, for the term of this Agreement (identified in paragraph 8 below).
2. The **COUNTY** will provide **FILLABAG** with permission to install one (1) FillABag station nearby the PADL Beach Club on Hobie Beach.
3. **FILLABAG**, shall be responsible for maintaining the FillABag Station. This includes installation, maintenance, and removal of the buckets each day the FillABag Station is activated, and locating missing buckets along Rickenbacker Causeway in an effort to reduce additional litter on the shoreline.
4. The **COUNTY** reserves the right to remove the FillABag Station should it risk danger to park patrons due to damage or vandalism, or should it become a hindrance to regular park operations.
5. Both parties, **FILLABAG** and the **COUNTY**, may terminate this agreement for convenience and without cause 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.
6. **FILLABAG** agrees to indemnify, hold harmless, release, and defend, at its own cost and expense, the **COUNTY**, its officials, and employees from any and all personal injury or property damage claims, liabilities, losses, and/or causes of action which arise as a result of

**FILLABAG'S** performance under this Agreement. However, nothing herein shall be deemed to indemnify the **COUNTY** from any liability or claim arising out of the negligent performance or failure of performance of the **COUNTY** or any unrelated third party.

7. **PUBLIC RECORDS.** Documents pertaining to obligations and responsibilities of **FILLABAG** in carrying out the terms of this Agreement are subject to public records law. Pursuant to Florida Statutes § 119.0701(2), **FILLABAG** agrees to comply with Florida's public records law, specifically to: (a) keep and maintain public records that ordinarily and necessarily would be required by the **COUNTY** in order to perform the services set forth in this Agreement; (b) provide the public with access to public records on the same terms and conditions that the **COUNTY** would provide the records and at a cost that does not exceed the cost provided in Florida Statutes § 119.07, et seq., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the **COUNTY** all public records in possession of **FILLABAG** upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COUNTY** in a format that is compatible with the information technology systems of the **COUNTY**. IF **FILLABAG** HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **FILLABAG'S** DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: DAVID LIVINGSTONE, MIAMI-DADE PARKS, RECREATION AND OPEN SPACES DEPARTMENT, 275 NW 2 STREET, MIAMI, FL, 33128; 305-755-7824; DAVID.LIVINGSTONE@MIAMIDADE.GOV.

8. **TERM.** This Agreement shall be in place from the Effective Date until July 31, 2026, and may be renewed in writing for one (1) year terms by the **COUNTY**, subject to **FILLABAG** approval.

9. This Agreement will be terminated immediately in the event that either party has not fulfilled the agreement as stated herein.

10. The officials executing this Agreement warrant and represent that they are authorized by their respective agency to enter into a binding agreement.

11. **COUNTERPARTS / ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

12. **CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT.** By entering into this Agreement, **FILLABAG** affirms that it is not in violation of Section 287.138, Florida Statutes ("F.S."), titled Contracting with Entities of Foreign Countries of Concern Prohibited. **FILLABAG** further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the **FILLABAG** is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in **FILLABAG**; or c) **FILLABAG** is organized under the laws of or has its principal place of business

in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. The affirmation by the **FILLABAG** shall be in the form attached to this Contract as the Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit (Exhibit A). This Agreement shall not be effective unless and until **FILLABAG** executes such Affidavit.

**13. HUMAN TRAFFICKING ATTESTATION.** By entering into this Agreement, **FILLABAG** is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. All definitions and requirements from Section 787.06, F.S., apply to this Agreement.

This compliance includes **FILLABAG** providing an affidavit that it does not use coercion for labor or services. This attestation by the **FILLABAG** shall be in the form attached to this Agreement as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (Exhibit B) and must be executed by **FILLABAG** and provided to the County when entering, amending, or renewing this Contract.

This Agreement shall be void if **FILLABAG** submits a false Affidavit pursuant to Section 787.06, F.S., or **FILLABAG** violates Section 787.06, F.S., during the term of this Agreement, even if **FILLABAG** was not in violation at the time it submitted its Affidavit.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed the day and year first above written.

FILLABAG

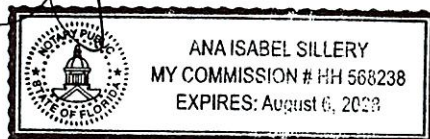
MIAMI-DADE COUNTY, a political  
subdivision of the State of Florida

By:   
Manny Rionda a/w/a Manuel Rionda  
Founder

By: \_\_\_\_\_  
County Mayor or Designee

ATTEST:   
Notary Public (SEAL)

Approved as to Form and  
Legal Sufficiency:



Juan Fernandez-Barquin,  
Clerk of the Court and Comptroller

By: \_\_\_\_\_  
Assistant County Attorney

Approved as to Insurance  
Requirements:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Risk Management

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



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED  
AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

\_\_\_\_\_ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)  
Bidder's/Proposer's Legal Company Name  
of [Section 287.138, F.S.](#)

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: \_\_\_\_\_

Title of Bidder's/Proposer's Authorized Representative: \_\_\_\_\_

Signature of Bidder's/Proposer's Authorized Representative: \_\_\_\_\_

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



## KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

\_\_\_\_\_ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)  
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date: