

ADD ON

Meeting Date
10/18/16



AGENDA	
Section	New Business
Item No.	VI A 1

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Permission to Execute Interlocal Agreement with the Town of Melbourne Beach for "Disaster Debris Clean-up" and authorize the Chairman to execute the same for the Town of Indialantic as soon as we receive the same.
DEPT/OFFICE:	Solid Waste Management Department

Requested Action:

It is requested that the Board of County Commissioners authorize the Chairman to execute the Interlocal Agreement with the Town of Melbourne Beach for clean-up of debris following a disaster event and to authorize the Chairman to sign the same for the Town of Indialantic subject to review by the County Attorney.

Summary Explanation & Background:

In August of 1996, the Board of County Commissioners authorized the Chairman to execute Interlocal Agreements with all municipalities with Brevard County whereby the County at the request of the municipality, will act as the primary coordinator for the clean-up of debris following a disaster event and act as the responsible party for submitting reimbursement claims to the Federal Emergency Management Agency (FEMA). All the cities have active agreements with the County at this time.

The Towns of Melbourne Beach and Indialantic's current contract may be continued by mutual agreement between the parties.

**Fiscal Impact:**

Should a disaster event occur, the County will be required to temporarily advance funds to the debris management contractors until such time as the County can receive reimbursement from the municipalities. The municipalities will be responsible for the local twelve and one-half percent (12 1/2%) share that is identified as originating from within the different municipalities for each disaster. Funds are available for advancements to the contractors in Fund 4110 entitled Solid Waste Collection.

Contact: Euripides Rodriguez, Director  
 Phone: (321) 633-2042

Clerk to the Board Instructions: Please sign and attest three (3) copies of the Agreement and return two (2) originals to the Department.

Exhibits Attached: Town of Melbourne Beach Agreement (3)

Contract /Agreement (If attached):		Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager					Department Director / Extension		
Stockton Whitten		Assistant County Manager					 Euripides Rodriguez, Director x52042		

RECEIVED  
SEP 23 2016

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

RECEIVED

SEP 23 2016

UTILITY SERVICES

INITIAL CONTRACT FORM

SOLID WASTE  
MGMT. DEPT.

SECTION I - The following information must be completed on all new contracts submitted to the Board.

1. Contractor: <u>The Town of Melbourne Beach</u>	
2. Fund/Account #: <u>4010/352000</u>	Department Name: <u>Solid Waste Management Dept.</u>
4. Contract Description: <u>Disaster Debris Removal</u>	
5. Contract Monitor: <u>Euripides Rodriguez</u>	6. Mail Stop #: <u>81</u>
7. Dept./Office Director: <u>Euripides Rodriguez</u>	8. Contract Type: <u>Interlocal Agreement</u>
ACTION DATE: <u>30 days from entry</u>	ACTION REQUIREMENT: <u>Need complete data</u>

SECTION II - The following departments must approve all contracts submitted to the Board:

COUNTY OFFICE	APPROVAL		INITIALS	DATE
	YES	NO		
User Agency <i>SK 9/8/16</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<u>9/8/2016</u>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>N/A</i>	<u>9/14/2016</u>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Right To Audit Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: <b>Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u></b> <b>Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u></b> <b>Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u></b>	

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

October 19, 2016

**M E M O R A N D U M**

**TO:** Euri Rodriguez, Solid Waste Management Director

**RE:** Item VI.A.1., Interlocal Agreements with Town of Melbourne Beach and Town of Indialantic for Disaster Debris Clean-Up

The Board of County Commissioners, in regular session on October 18, 2016, executed Interlocal Agreements with Town of Melbourne Beach and Town of Indialantic for clean-up of debris following a disaster event. Enclosed are two fully-executed copies of each Interlocal Agreement.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (4)

cc: Contracts Administration  
Finance  
Budget

## INTERLOCAL AGREEMENT

### Disaster Debris Removal

This Agreement, entered into this 18 day of October, 2016 by and between the Town of Melbourne Beach (hereinafter referred to as the TOWN) and the Board of County Commissioners of Brevard County, Florida (hereinafter referred to as the COUNTY).

WHEREAS, in the event of a natural disaster, the President of the United States of America may declare Brevard County a natural disaster area and, therefore, eligible for Federal disaster relief funds for the cleanup of debris; and

WHEREAS, in the event of a storm-related natural disaster, such as a hurricane, severe tropical storm or tornado, disaster debris cleanup is often a critical component of the disaster recovery process; and

WHEREAS, debris cleanup on a countywide basis requires a coordinated effort between the municipalities, the COUNTY, and the franchised collectors in order to ensure resources are applied where the need is most critical and to ensure the public health, safety and welfare are protected; and

WHEREAS, the disaster debris cleanup effort will require prioritizing areas for immediate cleanup, and perhaps temporarily suspending or rescheduling regular solid waste, yard waste and recycling services; and

WHEREAS, the COUNTY has been given the authority and responsibility for the disposal of solid waste generated in Brevard County, including garbage, yard trash, and construction and demolition debris; and

WHEREAS, in order to achieve the orderly and efficient clean up of debris it is appropriate that the COUNTY, in consultation with the municipalities, coordinate the County wide disaster debris collection effort through the COUNTY'S and municipalities' franchised solid waste collectors and subcontractors; and

WHEREAS, in the past the Federal Emergency Management Agency (FEMA) has requested that the COUNTY apply as a single entity for disaster debris clean up funds on behalf of Brevard's municipalities and the COUNTY; and

SEP 23 2016

UTILITY SERVICES

WHEREAS, by applying as a single applicant, funding will be available more rapidly to both the TOWN and the COUNTY with less administrative effort; and

WHEREAS, upon receipt of Federal and State funds for debris cleanup, the COUNTY would make single payments to the appropriate municipalities and franchised collectors for clean-up services;

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

1. The COUNTY, upon notification that Brevard County has been declared a Federal disaster area by the President of the United States, shall coordinate the collection of disaster related debris through the TOWN'S and COUNTY'S franchised solid waste collectors on behalf of the TOWN.
2. The COUNTY, in consultation with the TOWN, other municipalities, and emergency response agencies, shall prioritize the areas of Brevard County in need of clean up based on the extent of damages and debris created by the event.
3. The COUNTY shall represent the TOWN with the Federal Emergency Management Agency and the State of Florida in regards to reimbursement of expenditure(s) incurred for the collection of debris resulting from the natural disaster.
4. The COUNTY will compensate the TOWN or the TOWN'S authorized collectors for expenditures incurred in the collection of debris resulting from the natural disaster with funds received from the Federal Emergency Management Agency to the extent the COUNTY receives FEMA and State of Florida reimbursement for same.
5. The TOWN shall negotiate with the franchise hauler for any expenditure(s) for debris cleanup not reimbursed by Federal Emergency Management Agency and the State of Florida.
6. The Agreement shall be effective from the date of its execution and shall remain in full force and effect as a continuing agreement.

7. Either party may terminate this Agreement in whole or in part in writing provided that no termination may be effected unless the other party is given no less than thirty days (30) prior written notice of intent to terminate.
8. Any notice, acceptance, request or approval from either party to the other shall be in writing (certified mail, return receipt requested) and shall be deemed to have been received when either deposited in the U.S. Postal Service mailbox, or personally delivered with signed proof of delivery.

Addresses for the COUNTY and the TOWN are:

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Euripides Rodriguez, Director Solid Waste Management Department 2725 Judge Fran Jamieson Way Building A, Room 118 Viera, Florida 32940	Tim Day, TOWN Manager TOWN of Melbourne Beach 507 Ocean Avenue Melbourne Beach, FL 32951
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9. The COUNTY shall enter into a contract with a vendor (or vendors) to perform debris removal and disposal following a major storm or other disaster event.
10. Following a major storm or other disaster event and after receiving authorization from the TOWN, the COUNTY shall issue a Notice to Proceed to the selected vendor or (vendors) to initiate disaster recovery services.
11. The COUNTY, the TOWN, and the Contractor shall coordinate the disaster-related debris removal and cleanup within the TOWN.
12. The COUNTY shall apply on behalf of the COUNTY and the TOWN to FEMA for disaster cleanup funding and administer the expenditures for the disaster-related debris removal.

Either party shall have the right to designate a different person and/or address by giving notice in conformity with this Section.

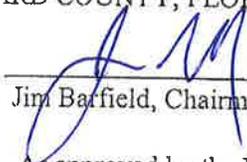
IN WITNESS WHEREOF, the parties hereunto set their hands and seal the date and year first ~~above~~ written.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk



BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

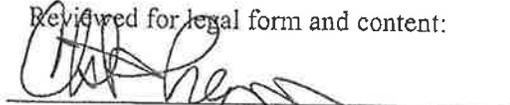
  
\_\_\_\_\_  
Jim Barfield, Chairman

SEP 23 2016  
UTILITY SERVICES

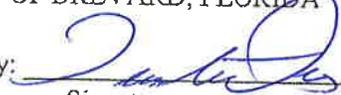
As approved by the Board on 10/18/16

This 18 day of October 2016

Reviewed for legal form and content:

  
\_\_\_\_\_  
Christine Lepore, Assistant County Attorney

TOWN OF MELBOURNE BEACH  
COUNTY OF BREVARD, FLORIDA

By:   
\_\_\_\_\_  
Signature

Date: 9/21/16

Timothy Day - Town manager  
Name & Title, Typed or Printed

Town of Melbourne Beach  
Name of Town

567 ocean Ave  
Mailing Address

Melbourne Beach FL 32951  
City, State, Zip

321-724-5860  
Area Code/Telephone Number

SEAL

ATTEST:

  
\_\_\_\_\_  
Signature

Gwen Peirce, Town Clerk  
Name & Title, Typed or Printed

INTERLOCAL AGREEMENT  
Disaster Debris Removal

This Agreement, entered into this 18 day of October, 2016 by and between the Town of Indialantic (hereinafter referred to as the TOWN) and the Board of County Commissioners of Brevard County, Florida (hereinafter referred to as the COUNTY).

WHEREAS, in the event of a natural disaster, the President of the United States of America may declare Brevard County a natural disaster area and, therefore, eligible for Federal disaster relief funds for the cleanup of debris; and

WHEREAS, in the event of a storm-related natural disaster, such as a hurricane, severe tropical storm or tornado, disaster debris cleanup is often a critical component of the disaster recovery process; and

WHEREAS, debris cleanup on a countywide basis requires a coordinated effort between the municipalities, the COUNTY, and the franchised collectors in order to ensure resources are applied where the need is most critical and to ensure the public health, safety and welfare are protected; and

WHEREAS, the disaster debris cleanup effort will require prioritizing areas for immediate cleanup, and perhaps temporarily suspending or rescheduling regular solid waste, yard waste and recycling services; and

WHEREAS, the COUNTY has been given the authority and responsibility for the disposal of solid waste generated in Brevard County, including garbage, yard trash, and construction and demolition debris; and

WHEREAS, in order to achieve the orderly and efficient clean up of debris it is appropriate that the COUNTY, in consultation with the municipalities, coordinate the County wide disaster debris collection effort through the COUNTY'S and municipalities' franchised solid waste collectors and subcontractors; and

WHEREAS, in the past the Federal Emergency Management Agency (FEMA) has requested that the COUNTY apply as a single entity for disaster debris clean up funds on behalf of Brevard's municipalities and the COUNTY; and

WHEREAS, by applying as a single applicant, funding will be available more rapidly to both the TOWN and the COUNTY with less administrative effort; and

WHEREAS, upon receipt of Federal and State funds for debris cleanup, the COUNTY would make single payments to the appropriate municipalities and franchised collectors for clean-up services;

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

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2. The COUNTY, in consultation with the TOWN, other municipalities, and emergency response agencies, shall prioritize the areas of Brevard County in need of clean up based on the extent of damages and debris created by the event.
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8. Any notice, acceptance, request or approval from either party to the other shall be in writing (certified mail, return receipt requested) and shall be deemed to have been received when either deposited in the U.S. Postal Service mailbox, or personally delivered with signed proof of delivery.

Addresses for the COUNTY and the TOWN are:

<p>Euripides Rodriguez, Director  Solid Waste Management Department  2725 Judge Fran Jamieson Way  Building A, Room 118  Viera, Florida 32940</p>	<p>Christopher Chinault,  Town Manager  Town of Indialantic  216 Fifth Avenue  Indialantic, FL 32903</p>
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10. Following a major storm or other disaster event and after receiving authorization from the TOWN, the COUNTY shall issue a Notice to Proceed to the selected vendor or (vendors) to initiate disaster recovery services.
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Either party shall have the right to designate a different person and/or address by giving notice in conformity with this Section.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the date and year first above written.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

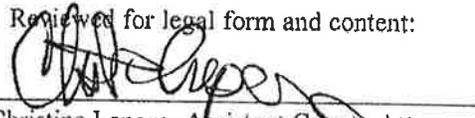
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Jim Barfield, Chairman

As approved by the Board on 10/18/16

This 18 day of October 2016

Reviewed for legal form and content:

  
\_\_\_\_\_  
Christine Lepore, Assistant County Attorney

TOWN OF INDIALANTIC  
COUNTY OF BREVARD, FLORIDA

By:   
\_\_\_\_\_  
Signature

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

Christopher W. Chinault, Town Manager

Name & Title, Typed or Printed

Town of Indialantic

Name of Town

216 Fifth Avenue

Mailing Address

Indialantic FL 32903

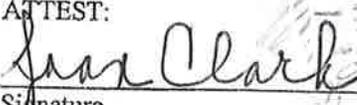
City, State, Zip

(321) 723-2242

Area Code/Telephone Number

SEAL

ATTEST:

  
\_\_\_\_\_  
Signature

Joan Clark, MMC, Town Clerk

Name & Title, Typed or Printed

