

Meeting Date
10/18/2016



AGENDA	
Section	Consent
Item No.	II.A.3

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval RE: Addendum No. 1 to Keep Brevard Beautiful (KBB) Contract for Litter & Recycling Education
DEPT/OFFICE:	Solid Waste Management Department

Requested Action:

It is requested that the Board of County Commissioners approve Addendum No. 1 to the Keep Brevard Beautiful (KBB) Contract for Litter Prevention & Recycling Education dated May 28, 2013 and authorize the Chairman to execute the Agreement.

Summary Explanation & Background:

The Board of County Commissioners approved a "Litter Prevention & Recycling Education" agreement with KBB on May 28, 2013. Certain language, specifically in the Agreement's Exhibits, makes the contract difficult to administer and cumbersome to execute. In addition, certain activities identified in the Scope of Services do not accurately reflect the County's current mission and goals with regard to litter prevention, recycling education and sustainability. The recommended Addendum No. 1 will streamline contract administration and provide for more efficient use of County's resources and KBB's expertise, while promoting litter prevention and recycling education in the County. This Addendum does not modify the Contract amount.

Background: Keep Brevard Beautiful, Inc. has successfully assisted the County and the Solid Waste Management Department since 1990 in efforts to improve the quality of life in Brevard County by establishing a variety of programs on comprehensive and continuous environmental education related to litter prevention and control, recycling, and sustainability. These efforts are helping the County meet the State recycling goals through public involvement and education.

The Addendum to the contract will enable KBB to continue to provide the following services:

- Research to identify litter control needs
- Building a broad base of citizen support and participation in litter cleanups.
- Reducing illegal dumping sites.
- Targeting elementary-age students with recycling education.
- Involving middle and senior high school and college students in recycling through existing clubs.
- Increasing public awareness of recycling opportunities
- Providing public recognition of outstanding efforts by individuals and groups toward litter prevention, waste reduction and recycling.

There is no change in the financial conditions of the agreement.

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

Exhibits Attached: Addendum No.1

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 Euripides Rodriguez x52042			
Stockton Whitten							



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

MEMORANDUM

TO: Euri Rodriguez, Solid Waste Management Director

RE: Item II.A.3., Addendum No. 1 to Agreement with Keep Brevard Beautiful (KBB) for Litter Prevention and Recycling Education

The Board of County Commissioners, in regular session on October 18, 2016, executed and approved Agreement Addendum No. 1 with KBB for Litter Prevention and Recycling Education dated May 28, 2013; to add a section to the Addendum of Emergency and/or Requested Cleanups; and authorized the County Attorney's Office to work with KBB to establish the language contained under that, to be at a negotiated rate for each event, and to be applicable to all County Departments. Enclosed are two fully-executed Agreements for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration
Finance
Budget

ADDENDUM No. 1

LITTER PREVENTION AND RECYCLING EDUCATION AGREEMENT

This Addendum No. 1 is made and entered into this 10/18 day of, 2016 by and between the BOARD OF COUNTY COMMISSIONERS of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and KEEP BREVARD BEAUTIFUL, INC., a non-profit organization incorporated under the laws of the State of Florida, hereinafter referred to as "KBB.

WITNESSETH

WHEREAS, the COUNTY and KBB previously entered into that certain Litter Prevention and Recycling Education Agreement on May 28, 2013, hereinafter referred to as the "Agreement" and incorporated herein by reference; and

WHEREAS, KBB has successfully performed the work required in the Agreement relating to litter prevention and control, and recycling education for a number of years; and

WHEREAS, the COUNTY and KBB desire to implement a revised Scope of Services which will better reflect the mission and goals of the COUNTY with regards to Litter Prevention and Recycling Education, while clarifying the reporting and invoicing procedures which have previously made the Agreement difficult to administer and cumbersome to execute.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree:

SECTION 1. Section 1. SCOPE OF SERVICES subsections A and B are deleted in their entirety and replaced to read as follows:

"SECTION 1. SCOPE OF SERVICES

- A.** KBB shall (1) perform all Contract Services identified in Revised Exhibit "A" entitled "Scope of Services" in accordance with the terms of this Agreement, (2) submit to the COUNTY all reports and documents identified in Revised Exhibit "A" and in accordance with the schedules described therein, and (3) submit monthly invoices to the COUNTY with sufficient documentation to detail the work accomplished during the previous month, in accordance with the requirements of this Agreement.
- B.** The COUNTY shall pay to KBB the contract sum of \$118,047.00 per year as specified in Revised Exhibit "B" entitled "Budget" and at the time and in the installments herein specified, provided that KBB strictly and completely performs all of its obligations under the Agreement and in accordance with Revised Exhibit "A" entitled "Scope of Services." This contract sum includes up to \$4,100.00 per year for reimbursable material costs

associated with the recycling education activities in the Brevard County Public Schools as described in Revised Exhibit "A".

SECTION 2. EXHIBITS. EXHIBIT "A" entitled "Scope of Services, Litter Prevention Program" and EXHIBIT "B" entitled "Scope of Services, Recycling Education Program" be replaced in their entirety with REVISED EXHIBIT "A" entitled "Litter Prevention and Recycling Education Program" and REVISED EXHIBIT "B" entitled "Budget" attached hereto and made part hereof.

SECTION 3. CONTINUING EFFECT OF AGREEMENT. All other terms and conditions of the Agreement not inconsistent with the provisions of this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk

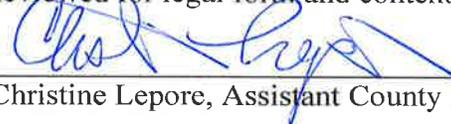


Jim Barfield, Chairman

As approved by the Board on 10/18/16

SEAL

Reviewed for legal form and content by:



Christine Lepore, Assistant County Attorney

WITNESS:

KEEP BREVARD BEAUTIFUL, INC.



Bryan Bobbitt
Printed Name



Tony Sasso, Executive Director



ROBERT SEEBACK
MY COMMISSION # FF 992938
EXPIRES: May 16, 2020
Bonded Thru Budget Notary Services



Revised Exhibit A -- Scope of Services

LITTER PREVENTION AND RECYCLING EDUCATION AGREEMENT

MISSION: To preserve and enhance the quality of the environment in Brevard County and to assist the County in achieving a comprehensive and effective waste minimization in compliance with the State of Florida Solid Waste Management Act of 2008 through community-based litter prevention, beautification, sustainability and recycling programs and recycling education in Brevard County Schools.

GOAL 1: Build a broad base of citizen support and participation for litter prevention/control, sustainability and recycling.

GOAL 2: Provide Litter Prevention/Recycling Education and volunteer opportunities to Brevard County students to influence the next generation to support litter prevention/control, beautification, sustainability and recycling.

CONTRACT SERVICES

A. Programs and Events Planning:

Annual Program Review. KBB will review litter prevention/control, and recycling needs throughout Brevard County on an annual basis and suggest revisions to existing programs or additional programs that could be implemented. Reported for the months when the activity is conducted.

Annual Events Calendar. KBB will provide an annual calendar of events that will identify timelines and completion dates for tasks that are contained in this Scope of Services. Updates will be provided as they occur. Reported for the Month the initial calendar is developed and for each month updates are provided.

B. Periodic Cleanups:

Annual Litter Index. KBB will complete an annual litter-measuring index throughout Brevard County using the method subscribed to by Keep America Beautiful. Reported for the months when the activity is conducted.

Trash Bash and Coastal Cleanup. KBB will recruit and coordinate volunteers throughout Brevard County to conduct the Keep America Beautiful annual Trash Bash and the Coastal Cleanup. KBB will work with organizations to encourage participation and proper waste handling for cleanups by providing instructions, proper supplies, t-shirts, and other incentives to volunteer groups. KBB will encourage and support recycling activities by providing a recycling capability at all KBB events, if allowed, and making recycling bins available to organizations and events throughout the County. Reported for the months when the activity is conducted.

Cleanup Illegal Dumping Sites. KBB will cleanup two illegal dumping sites per year or other areas where litter has accumulated, particularly roadsides. Reported for the months when the activity is conducted.

C. Ongoing Cleanups:

Adoption Programs. KBB will offer Adoption programs for individuals, businesses and other organizations to maintain the cleanliness and beauty of their adopted areas. Adoption programs may include roads, shores, parks, trails, islands, and other entities identified in the future. KBB will publicize, recruit, train and provide equipment for all adoption teams. Reported monthly: number of volunteers, hours, bags of trash/recycle picked-up, and weight.

Assist Other Organizations. KBB will initiate and respond to requests for assistance by other groups and organizations, for projects relating to litter reduction, and recycling on an as-identified basis. Reported for the months when the activity is conducted.

D. Grants:

Florida Friendly Landscape Grants. KBB will administer the Florida Friendly Landscape Grant: soliciting and reviewing grant applications from private and non-profit entities for public or public use property; selecting projects to receive the grants that have a minimum 50/50 match basis (applicant may provide in-kind match); and determining the amount of funding for each project. Successful grant recipients will include the use of recycled material and a reduction in potential yard waste. Reported for the months when the activity is conducted.

E. Public Information and Recognition:

Public Information Dissemination. KBB will serve as an information clearinghouse and will raise public awareness of the importance and environmental necessity of litter prevention, recycling, and sustainability using the latest information and techniques from Keep America Beautiful and other agencies. This will be accomplished through a variety of traditional and social media techniques, including a KBB promotional brochure, news releases, public service announcements, guest columns, and letters to the editor, speakers, workshops, presentations to organizations (minimum of 4 per year), and representation by KBB at meetings and events. Reported monthly.

Public Recognition Awards. KBB will provide positive reinforcement to the citizens of Brevard County by providing recognition of superior performance in implementing reduce, reuse, and recycle concepts. Periodic "We Noticed" awards will be given for residential and commercial properties. Annual "Sustainability" awards will be given to individuals or groups such as businesses, builders, nonprofits, government, corporate, tourism and health care. Annual "Volunteer" awards will be given for outstanding adult and youth achievements in promoting and helping to implement litter reduction/control and recycling through KBB-sponsored events. Reported for the months when the activity is conducted.

F. Recycling Education Program:

Curriculum Development and Revision. KBB will develop (and update annually, by August), with Solid Waste Management Department approval, a Recycling Education Program curriculum for fourth and fifth graders of the Brevard County Public School System, focusing on the County's curbside collection program for fourth grade and Brevard County's solid waste

management system for fifth grade. Fourth grade presentations will include using visual aids such as recycled and repurposed material; a recycling cart/bin with items that can and cannot be put into the cart; "3R's Adventure" video presentation and a small recycled gift (s); and additional recycling information. Fifth grade presentations will include a video presentation of various sites within the Central Disposal Facility (CDF), samples of shredded tires, recycled, repurposed and landfill items as visual aids, a small recycling gift, and additional recycling information. Reported for the months when the activity is conducted.

Teaching in the Classroom. KBB will coordinate/schedule with schools and present the approved curriculum to at least 90% of all fourth and fifth grade students in Brevard County Public Schools. KBB will also present the approved curriculum to a percentage of Brevard charter school and private school students, as the budget permits and dependent upon charter school and private school cooperation. The County and KBB will review the budget each year in October and determine the percentage of students to be taught. Each student will also be given a recycling related promotional item. KBB will also submit a projected list of materials necessary to support the curriculum delivery, and their associated costs. Reported for the months when the activity is conducted.

Educational Programs Assistance. KBB will provide educational programs, on special request, and support programs, such as Earth Day celebrations and school sponsored environmental programs, to a minimum of four Brevard County Schools and/or Libraries per year, including assisting teachers and students with program development, projects, presentations and resource information. Reported for the months when the activity is conducted.

G. Student Information, Recognition and Involvement

School Environmental Awards. KBB will present "School Environmental Awards" to 9 Kindergarten through 6th grade schools (3 participating schools in each of 3 sections of the County) monthly using volunteer judges. These awards recognize implementation of new and sustaining reduce, reuse and recycle concepts in the school. Reported monthly during the school year.

Student Involvement. KBB will make available to schools KBB information on roadside litter, illegal dumping and marine debris and will provide participation opportunities in KBB programs such as unpaid internships and projects for state-required service hours to Middle, Junior, Senior High and College students, via existing clubs in each school. Reported for the months when the activity is conducted.

School Information Dissemination. KBB will keep schools and the media informed of KBB/student accomplishments and promote the availability of KBB programs and resources, as well as other environmental items of interest to teachers and students, via a newsletter, press releases, and social media. Reported monthly.

H. Reporting and Invoices

Monthly Reports and Invoices. KBB will submit Monthly Reports describing the activities and work accomplished during the previous month. The Monthly Report will be submitted with a monthly invoice by the 20th of the following month.

Community Annual Summary Report. KBB will submit an annual report, by June 30th, with a summary of accomplishments for the contract year relative to the tasks described in this Scope of Services for Goal 1 Contract Activities.

School Annual Summary Report. KBB will submit an annual report, by June 30th, with a summary of accomplishments for the school year relative to the tasks described in this Scope of Services for Goal 2 Contract Activities and the results of teacher evaluations of the content and effectiveness of KBB presentations.

I. Hurricane or Other Disaster.

In the case of a severe weather event, disaster or other calamity, the county manager, or designee, may utilize the services of KBB to perform work at a mutually agreeable rate.

Revised EXHIBIT B--Budget

LITTER PREVENTION AND RECYCLING EDUCATION AGREEMENT

Services	Budget \$
A. Programs and Events Planning	\$ 2,000
B. Periodic Cleanups	\$ 27,000
C. Ongoing Cleanups	\$ 33,000
D. Grants	\$ 11,000
E. Public Information and Recognition	\$ 3,000
F. Recycling Education Program	\$ 25,000
G. Student Information, Recognition and Involvement	\$ 6,000
H. Reporting	\$ 6,447
	Materials \$ 4,100
	ANNUAL TOTAL \$ 118,047*

*CPI adjustments per Section 6 of Agreement

MONTHLY INVOICE FORMAT

KBB COUNTY LITTER CONTRACT INVOICE (MONTH), 2016

Activity	Budget \$		This Invoice	\$ Spent YTD	\$ Remaining
Goal 1					
A. Programs and Events Planning	\$ 2,000				\$ 2,000
B. Periodic Cleanups	\$ 27,000				\$ 27,000
C. Ongoing Cleanups	\$ 33,500				\$ 33,500
D. Grants	\$ 11,000				\$ 11,000
E. Public Information and Recognition	\$ 3,000				\$ 3,000
F. Recycling Education Program	\$ 25,000				\$ 25,000
G. Student Information, Recognition and Involvement	\$ 6,000				\$ 6,000
H. Reporting	\$ 6,447				\$ 6,447
Materials	\$ 4,100				\$ 4,100
Contract Total	\$ 118,047		\$	\$	\$ 118,047

Community Annual Summary Report. KBB will submit an annual report, by June 30th, with a summary of accomplishments for the contract year relative to the tasks described in this Scope of Services for Goal 1 Contract Activities.

School Annual Summary Report. KBB will submit an annual report, by June 30th, with a summary of accomplishments for the school year relative to the tasks described in this Scope of Services for Goal 2 Contract Activities and the results of teacher evaluations of the content and effectiveness of KBB presentations.

Clerk to the Board

Substitution page
for item 11.A.3
Amendment to KBB Contract

This is the 4th page
of Revised Exhibit A =
Scope of Services

Thanks!

Christine

old

Community Annual Summary Report. KBB will submit an annual report, by June 30th, with a summary of accomplishments for the contract year relative to the tasks described in this Scope of Services for Goal 1 Contract Activities.

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Community Annual Summary Report. KBB will submit an annual report, by June 30th, with a summary of accomplishments for the contract year relative to the tasks described in this Scope of Services for Goal 1 Contract Activities.

School Annual Summary Report. KBB will submit an annual report, by June 30th, with a summary of accomplishments for the school year relative to the tasks described in this Scope of Services for Goal 2 Contract Activities and the results of teacher evaluations of the content and effectiveness of KBB presentations.

Deborah Thomas

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Monday, October 24, 2016 2:32 PM
To: Deborah Thomas
Subject: RE: CONFIDENTIAL from Titusville

Ok my friend , Mystery solved. This goes with Item II.A.3. the KBB consent item. However, it is not part of the agenda it was submitted as an example of how to word a paragraph. It does not belong in the agenda.

Take a deep breath.

AHHHHHHH

Sally

From: Deborah Thomas [<mailto:deborah.thomas@brevardclerk.us>]
Sent: Monday, October 24, 2016 1:38 PM
To: Lewis, Sally A
Cc: Tammy Rowe
Subject: FW: CONFIDENTIAL from Titusville

Hi Sally:

Can you help us solve a mystery?

The attached page was inside envelope obtained at the October 18, 2016.

Does it look familiar to you?

If so, can you tell what Item it may need to be attached with?

Any help would be appreciated.

Thanks in advance.

Deborah Thomas
Administrative Assistant
Clerk to the Board
(321)637-2001 ext. 49433
Deborah.thomas@brevardclerk.us



*This is just an example - not for
- Agenda

11.A.3

SECTION 9. HURRICANE OR OTHER DISASTER

A. In the case of a severe weather or disaster event, the COUNTY may grant the COLLECTOR reasonable variance from the regular schedules and routes. Within 72 hours after such severe weather or disaster event, the COLLECTOR shall advise the COUNTY of the estimated time required before regular schedules and routes can be resumed. In conjunction with the COUNTY, the COLLECTOR shall inform all customers of service disruption. Notification by the COLLECTOR shall be in the form of an advertisement in a newspaper of general circulation published within the County.

B. In the event excessive amounts of debris or refuse have accumulated by reason of any natural disaster which includes the COLLECTOR'S Service Area or should the Director or a committee headed by the Director decide that a severe disturbance, riot or other calamity has produced enough excess debris to need special cleanup, the COLLECTOR shall commence work within 96 hours from the time they are notified by the Director to remove and transport the excess debris or refuse within the collection area at the rate to be established between the COUNTY and the COLLECTOR. Should the COUNTY wish to utilize the COLLECTOR to perform such work, the Director shall direct the COLLECTOR to perform such work at the specified rate. However, nothing herein shall require the COUNTY to utilize the services of the COLLECTOR or to prevent the COUNTY from contracting with other parties to perform all or a portion of such work.

SECTION 10. DISPUTE RESOLUTION; DEFAULT; BREACH AND TERMINATION

A. AUTHORITY TO INTERPRET AGREEMENT: To prevent misunderstanding and litigation, the Director shall decide any and all questions which may arise concerning the quality and acceptability of the services performed, the sufficiency and performance, the interpretation of Agreement provisions and the acceptable fulfillment of this Agreement on the part of the COLLECTOR; and the Director will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the COUNTY and the COLLECTOR.

B. The Director shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Agreement and such findings and conclusions shall be final and binding on both parties. The COLLECTOR may appeal the Director's decision to the Board of County Commissioners.

C. The COLLECTOR shall furnish to the Director or designee or authorized representative, every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of this Agreement. The Director or designee may appoint qualified person(s) to inspect the COLLECTOR's operation and equipment at any reasonable time, and the COLLECTOR shall admit authorized representatives of the COUNTY to make such inspections at any reasonable time and place. The COLLECTOR shall designate, in writing, the person to serve as its agent and liaison between its organization and the COUNTY.