

MEMORANDUM

Agenda Item No. 8(M)(1)

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

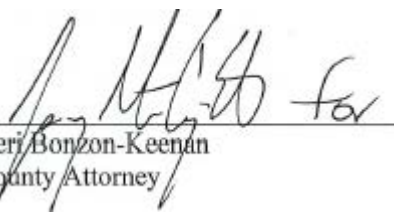
DATE: July 21, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and
authorizing execution of a
standard form of Memorandum
of Understanding between
Miami-Dade County and
municipalities for the provision
of debris removal, staging and
reduction, long-range hauling,
and monitoring services

Resolution No. R-635-26

The accompanying resolution was prepared by the Solid Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Natalie Milian Orbis.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: July 21, 2026

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Approving and Authorizing Execution of a Standard Form of Memorandum of Understanding for the Provision of Debris Removal, Staging and Reduction, Long-Range Hauling, and Monitoring Services to Requesting Municipalities

Executive Summary

The purpose of this item is to seek authorization by the Board of County Commissioners (the "Board") to approve a standard form Memorandum of Understanding (the "MOU") between a requesting municipality and Miami-Dade County (the "County"), for the provision of debris removal, staging and reduction, long-range hauling, and monitoring services.

The Department of Solid Waste Management ("DSWM" or "Department") is prepared for hurricane season and has an established debris removal program (the "Debris Removal Program"), that serves the Unincorporated Municipal Service Area and ten municipalities (collectively, the "Solid Waste Collection Service Area"). In anticipation of hurricane season and possible activation of the Debris Removal Program, the DSWM has three pre-established competitively bid emergency contracts. These contracts have clearly defined scopes of work, specified costs, payment structures and performance schedules. They cover disaster debris removal monitoring services, emergency debris removal and temporary debris staging, reduction, hauling and disposal.

Approval and execution of the MOU will allow DSWM to include other requesting municipalities in the Debris Removal Program solely for the purposes of hurricane clean-up and recovery as delineated in the MOU. Cleanup after storms prioritizes the health, safety, and well-being of Miami-Dade County residents, supporting the Mayor's Healthy and Safe Communities priority.

Recommendation

It is recommended that the Board approve the attached MOU for the County provision of debris removal, staging and reduction, long-range hauling, and monitoring services. A copy of the MOU is attached hereto as Exhibit 1.

Scope

The scope of this item is countywide in nature.

Delegation of Authority

This item authorizes the County Mayor or County Mayor's designee to execute the MOU and exercise all provisions contained therein including renewal and termination.

Fiscal Impact/Funding Source

The requesting municipality will compensate the County for any work executed in accordance with the applicable rate established for each contract at the time of the storm event.

Track Record/Monitor

This MOU will be managed by Bolanle Shorunke-Jean, Assistant Director, Financial Services, DSWM Chief Financial Officer, Department of Solid Waste Management.

Background

After Hurricane Irma made landfall and caused significant damage in Miami-Dade County on September 10, 2017, three municipalities (North Bay Village, City of South Miami, and the Town of Medley), sought assistance from the DSWM for hurricane cleanup and recovery. In response, the County prepared and executed a memorandum of understanding. Each municipality entered into this MOU with the County to facilitate debris removal, staging and reduction, long-range hauling, and monitoring services. It is important to note that these agreements were applicable only for the recovery efforts related to Hurricane Irma.

In February 2025, the City Manager of North Bay Village contacted the Director of DSWM to request the same services provided during Hurricane Irma's recovery, to be provided in the future, if necessary. Approving the attached standard form of MOU will give the Department ample time to finalize these agreements before the hurricane season begins, thereby enhancing planning for hurricane recovery operations.

The MOU will be in effect only during the hurricane season or until the municipality has met all its financial obligations to the County for the services provided. This MOU will ensure the continuation of the same level of services. The County will provide the following services:

1. Debris Removal (in specified area)
2. Staging and Reduction
3. Long-term Hauling and Disposal
4. Monitoring

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 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(M)(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**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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(M)(1)
7-21-26

RESOLUTION NO. R-635-26

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A STANDARD FORM OF MEMORANDUM
OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY
AND MUNICIPALITIES FOR THE PROVISION OF DEBRIS
REMOVAL, STAGING AND REDUCTION, LONG-RANGE
HAULING, AND MONITORING SERVICES

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 the Memorandum of Understanding (“MOU”), between Miami-Dade County and a requesting municipality (the “Municipality”), for the provision of debris removal, staging and reduction, long-range hauling and disposal and monitoring services, is approved in substantially the form attached hereto as Exhibit 1. The County Mayor or County Mayor’s designee is authorized to: (a) execute such MOU after review and approval by the County Attorney, and proper execution by the Municipality; and (b) exercise all provisions contained therein including renewal and termination.

The foregoing resolution was offered by Commissioner **Vicki L. Lopez** ,
who moved its adoption. The motion was seconded by Commissioner **Marleine Bastein**
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Vicki L. Lopez	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2026. 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 "dsh", is written over a horizontal line.

David Stephen Hope

Exhibit 1

**MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE
COUNTY, FLORIDA, AND _____ REGARDING DEBRIS
REMOVAL, STAGING & REDUCTION, LONG-RANGE HAULING, AND
MONITORING**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered on this _____ day of _____, 202__, by and between Miami-Dade County, Florida (the “County”) and the _____, Florida (the “Municipality”).

RECITALS

WHEREAS, the Governor of Florida may issue a declaration of a State of Emergency for Florida counties, including Miami-Dade County, in response to the threat posed by a hurricane or natural disaster that affects an area; and

WHEREAS, the County Mayor may issue a local State of Emergency for the entire geographic area of Miami-Dade County given the threat posed by a hurricane, natural disaster, or other events; and

WHEREAS, hurricanes affecting Miami-Dade County in previous years created extensive vegetative and other debris to accumulate throughout the County, including in the Municipality; and

WHEREAS, the County had a debris removal program in place (the “Program”), that included service of the Unincorporated Municipal Service Area (“UMSA”), and ten (10) municipalities (collectively, the “Solid Waste Collection Service Area” or “WCSA”); and

WHEREAS, through the use of a prequalification contract, the County can hire contractors for disaster debris removal within WCSA; and

WHEREAS, the County utilizes a contract to hire contractors to perform the temporary staging, reduction, hauling and disposal of debris delivered to the County; and

WHEREAS, a disaster debris monitoring contract enables the County to hire a contractor to monitor and document the disaster debris removal process including the removal, staging, reduction, and hauling within the Solid Waste Collection Service Area (collectively, “Monitoring”), to ensure maximum reimbursement by Federal Emergency Management Administration (“FEMA”); and

WHEREAS, the Municipality is asking the County as a to enter into this MOU to include the City within the WCSA solely for the purpose of the monitoring, removal, staging, reduction, hauling, and disposal of debris.

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties agree to enter into this Memorandum of Understanding as follows:

1. This Agreement shall commence on the Effective Date and remain in effect for an initial term of one (1) year, ending on the last day of the twelfth (12th) month thereafter (the “Initial Term”). Thereafter, the Agreement shall automatically renew for successive one (1) year terms unless either Party provides written notice of non-renewal at least sixty (60) days before the expiration of the then-current term. Notwithstanding the foregoing, this Agreement shall remain in effect until all outstanding invoices and payment obligations have been fully reconciled and satisfied.

2. Solely with respect to the monitoring, removal, staging, reduction, hauling, and disposal of debris, the service area currently served by the Municipality’s Solid Waste Department (the “MSA”), shall at the request of the Municipality be serviced by the County and shall be considered part of the WCSA, except where separately identified herein. The Municipality shall remain otherwise liable for solid waste disposal within the MSA. The MSA is as currently shown on Exhibit A.

3. The removal, staging, reduction, hauling, and disposal of disaster debris within the MSA, along with the monitoring of such removal and disposal (collectively, the “Work”), shall be conducted by contractors selected by the County, at rates approved by the County, and under terms and conditions as set by the County. The County contractors’ vehicles used for collecting disaster debris in the MSA shall be uniquely identified in order to separate the quantity of hurricane disaster debris collected within the MSA from that collected in the Service Area. Hurricane disaster debris will be taken to staging sites designated by the County, reduced and sorted (vegetation/mixed/hazardous), and either hauled to a Florida Department of Environmental

Protection (“FDEP”) approved facility for disposal, or disposed of appropriately, at the sole discretion of the County.

4. The Municipality shall be responsible for clearing of hurricane debris from Municipality roads (i.e., push and clear). Nothing herein shall obligate the County to push or clear hurricane debris that may obstruct Municipality roads or streets.

5. The Municipality will pay the County for the Work on an ongoing basis as follows: The County will submit periodic invoices (approximately weekly), to the Municipality for the removal, staging, reduction, hauling, and disposal portions of the Work. The Municipality agrees to pay the County the full amount of such periodic invoices within thirty (30) calendar days from the date of receipt. Additionally, the County will submit monthly invoices for estimated Monitoring costs, and the Municipality agrees to pay the County within thirty (30) calendar days of receipt. Once the Work is completed, the Monitoring costs will be reconciled, and the County will either invoice the Municipality for the remaining balance outstanding or reimburse the Municipality for any overpayment(s). The County will also submit monthly invoices for administrative costs. The Municipality acknowledges that the County’s provision of procurement, accounting, code enforcement, and managerial services, as well as the County’s cash payments to its contractors on behalf of the Municipality, are reasonable expenses. Therefore, the Municipality agrees to pay the County an additional fifteen percent (15%) of the invoiced costs of the Work to cover such administrative costs.

6. The Municipality shall be solely responsible to apply to FEMA for reimbursement for the Work. The County agrees to provide to the Municipality the information required to support the Municipality’s FEMA application, as applicable. The Municipality agrees that the

County shall have no obligation to request or apply for FEMA reimbursement on behalf of the Municipality for the Work.

7. The County is responsible for providing the necessary documentation to the Municipality, so that the Municipality may, if it chooses, seek reimbursement from FEMA. The Municipality represents and agrees that the County does not guarantee or warrant FEMA will reimburse the Municipality for all or any of the Work. The Municipality also represents and agrees that the County shall not be held responsible or liable to the Municipality for any non-reimbursement by FEMA. The Municipality understands that it may not be reimbursed by FEMA for the amounts the Municipality has paid or incurred in the performance of the Work. Further, the Municipality acknowledges that administrative costs paid by the Municipality to the County may or may not be reimbursed by FEMA, at FEMA's sole discretion.

8. The Municipality agrees to enter into a twenty (20) year interlocal agreement with the County for the use of the County Solid Waste Management System (the "System"), for its municipal solid waste disposal and transfer needs. If the Municipality currently has an interlocal agreement with the County for the use of the County System, the Municipality agrees to extend such interlocal agreement with the County to twenty (20) years.

9. The County and the Municipality retain and do not waive any sovereign immunity provided by Florida law including, but not limited to, that provided under section 768.28 of the Florida Statutes. Consistent with the preservation of sovereign immunity for the County and the Municipality, this MOU is not intended to waive any sovereign immunity in any way including to third parties. The County and Municipality expressly disclaim that there are any third-party beneficiaries to this MOU and disclaim any liability to third parties.

10. The Municipality represents and warrants that it has the authority to enter into this Agreement and that the execution by the Municipality's Mayor or authorized representative is sufficient to bind the Municipality.

11. This Agreement may be modified only in writing, executed by the County Mayor or County Mayor's designee, and attested to by the Clerk of Miami-Dade County, Fla.

IN WITNESS WHEREOF, this MOU has been duly executed by the parties subscribed below and is binding upon Miami-Dade County and _____, Florida.

Municipality

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Daniella Levine Cava
Mayor, Miami-Dade County

Approved by County Attorney
as to form and legal sufficiency.

Assistant County Attorney

ATTEST:

MUNICIPALITY OF _____

By: _____

By: _____

Municipality Clerk, Municipality of _____

Manager, Municipality of _____

Approved by Municipality Attorney of _____
As to form and legal sufficiency

Municipality Attorney