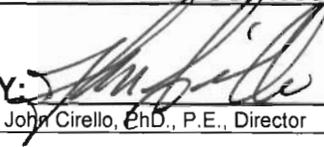
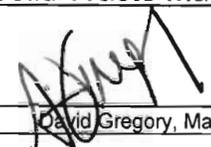


**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: License Agreement with Sumter County for Equipment Demonstration at the Osceola Road Landfill.

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY:  **CONTACT:**  **EXT.** 2022
John Cirello, Ph.D., P.E., Director David Gregory, Manager

Agenda Date 01-09-07 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

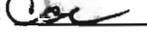
MOTION/RECOMMENDATION:

Board approve and authorize Chairman to execute License to Sumter County for a three-day demonstration of self-powered vegetative waste processing equipment at the Osceola Road Landfill.

BACKGROUND:

The Seminole County Solid Waste Management Division was contacted by representatives of Sumter County and asked to provide a location for an equipment demonstration. The demonstration will test the ability of certain pieces of equipment to remove plastic bag shards from ground-up vegetative waste. Seminole County's Osceola Road Landfill was selected as the location for the equipment demonstration because the County solid waste system accepts approximately 50,000 tons of vegetative waste for recycling every year. Most of the vegetative waste in Seminole County is collected from residences in plastic bags. Because of the plastic bag contamination, recycling options are very limited for the vegetative mulch produced by the County. If the equipment is successful in separating mulch from plastic, Seminole County and many other counties in the state may identify new options for producing a clean mulch product that can be widely used.

Sumter County is working with the Florida Department of Transportation, the Florida Organics Recycling Center for Excellence (FORCE), and the equipment manufacturers to conduct this demonstration project. The license agreement establishes a relationship between Sumter County and Seminole County for Seminole County to provide a site for the demonstration. The demonstration will be open to the public, with all activity taking place at the landfill's yard waste area.

Reviewed by: 12-20-01
Co Atty: 
DFS: N/A
Other: N/A
DCM: 
CM: 

File No: CESS01

The attached License was prepared by the Sumter County Attorney, and was executed by the Sumter Board of County Commissioners before transmittal to Seminole County. The Seminole County Attorney's Office did review the document and offered some comments on it. Since the document has already been approved by the Sumter County Commission, the County Attorney's Office determined that it is legally sufficient as submitted and can be presented in its current form to the Board of County Commissioners for consideration.

Seminole County will provide the location and mulch for the demonstration project. Sumter County is responsible for other efforts associated with the project. The demonstration project is planned to be conducted at the landfill on January 24 to January 26, 2007, with the public equipment demonstration occurring on January 25, 2007.

The demonstration project is expected to provide valuable information concerning the possibility of using equipment to remove plastic from mulch. This information will be useful for Seminole County and other counties in the state.

LICENSE

This license is issued by the BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, _____, Sanford, Fl _____, (Seminole) this ____ day of _____, 2006, to SUMTER COUNTY, FLORIDA 209 N. Fla. St. Bushnell, Fl 33513 (Sumter), to use the following premises owned by the Board, to-wit: Area at Seminole County Landfill as designated by authorized agent of Seminole, for the following described purpose: A three day demonstration of self powered equipment that processes storm debris by taking bagged debris and separating the film from the debris.

This license is issued subject to the following terms and conditions:

1. The consideration for this license is that Sumter will provide a demonstration of storm debris processing equipment at the Seminole Landfill site free of charge. Seminole shall provide the debris for the demonstration.
2. Sumter shall not use the premises for any purpose other than is set forth above.
3. In the event there is any damage to the premises or in the event that Seminole has to do any cleaning or repair after use by Sumter, Seminole shall invoice Sumter for the cost of such work.
4. Sumter shall make no offensive, unreasonably loud, obnoxious, illegal or improper use of the premises and in the event this clause is violated, this license may be canceled immediately, without notice. In the event Seminole cancels this license under these circumstances, the Sumter shall immediately vacate the premises.
5. This license may not be assigned by Sumter without the express, written consent of Seminole.
6. To the extent allowable by law, this provision not to constitute a waiver of sovereign immunity, Sumter shall hold the Seminole, and its employees and officers harmless and defend the Seminole and its employees and officers from any liability that may result from the use by Sumter of the property of Seminole.
7. Seminole may adopt specific rules and regulations concerning use of the property involved, and said rules and regulations are incorporated into this license by reference. Sumter shall abide by all such rules and regulations.
8. This license shall be for a term of 3 days and may be extended by mutual agreement.

This license issued this ____ day of _____, 2006.

ATTEST:

SEMINOLE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Deputy Clerk

By: Chairman

The terms and conditions of this license accepted this 28 day of November, 2006, by:

ATTEST:

SUMTER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS



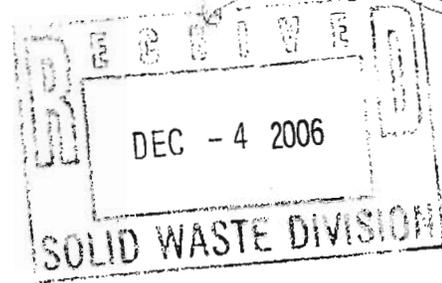
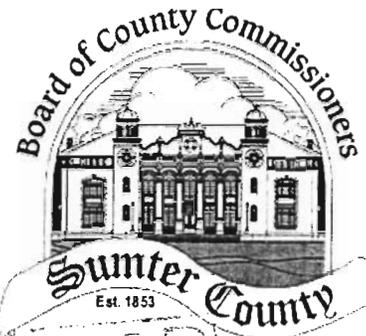
Deputy Clerk

By: Chairman

Board of County Commissioners

Sumter County, Florida

209 North Florida Street, Suite 3 • Bushnell, FL 33513-6146 • Phone (352) 793-0200 • FAX: (352) 793-0207
SunCom: 665-0200 • Website <http://sumtercountyfl.gov>



November 29, 2006

Mr. David Gregory
500 West Lake Mary Boulevard
Sanford, FL 32773

Dear Mr. Gregory:

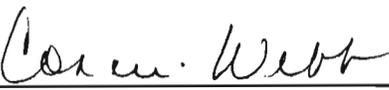
Per our conversation, enclosed for signature is the original License Agreement between Seminole County and Sumter County that was approved at the November 28, 2006 meeting of the Board of Sumter County Commissioners. As we discussed, once complete, please forward a copy to my attention at the above address for our records.

Thank you for your assistance in this matter. If there are any questions, please do not hesitate to contact our office.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD
CLERK & AUDITOR

By 
Connie Webb
Deputy Clerk

Enclosure

Richard "Dick" Hoffman, Dist 1
(352) 753-1592 or 793-0200
209 North Florida Street
Bushnell, FL 33513

Randy Mask, Dist 5
Office: (352) 793-0200
Home: (352) 793-3930
209 North Florida Street
Bushnell, FL 33513

Doug Gilpin, Dist 2
(352) 793-0200
209 North Florida Street
Bushnell, FL 33513

Sandra Howell,
County Administrator
(352) 793-0200
209 North Florida Street, Suite 3
Bushnell, FL 33513-6146

Michael E. Francis, Dist 3
(352) 753-1592 or 793-0200
209 North Florida Street
Bushnell, FL 33513

Gloria R. Hayward, Clerk & Auditor
(352) 793-0215
209 North Florida Street
Bushnell, FL 33513

Garry Breeden, Dist 4
(352) 793-0200
209 North Florida Street
Bushnell, FL 33513

Randall N. Thornton
County Attorney
(352) 793-4040 P.O. Box 58
Lake Panasoffkee, FL 33538

JANUARY 25, 2007

12 PM

SEMINOLE COUNTY
LANDFILL

1930 E. OSCEOLA RD.
GENEVA, FL 32732
(407) 665-8200

DRAFT

LUNCH PROVIDED

- SCREENS OUT PLASTIC
- PORTABLE SYSTEMS
- INNOVATIVE TECHNOLOGY
- MULCH-COMPOST QUALITY

To attend, contact:

Kessler Consulting, Inc.
 Jessica Normandeau DelGrosso
 14620 N. Nebraska Ave., Bldg D
 Tampa, FL 33613
 Phone: 813-971-8333
 Fax: 813-971-8582
 E-mail:
 jnormandeau@kesconsult.com

Funded by:



With support from:

force

Florida Organics Recycling Center for Excellence

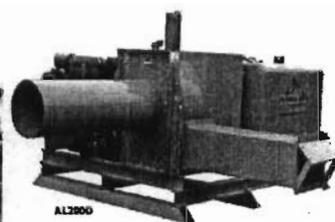
www.floridaforce.org

PUBLIC DEMONSTRATION: DRAFT SEPARATING PLASTIC BAGS FROM YARD TRASH

COME "KICK THE TIRES" AND SEE HOW WELL
THE EQUIPMENT SEPARATES PLASTIC BAGS!

Plastic bags are a major problem for yard trash processors throughout Florida. Removing the plastic bags improves the value and marketability of yard trash products.

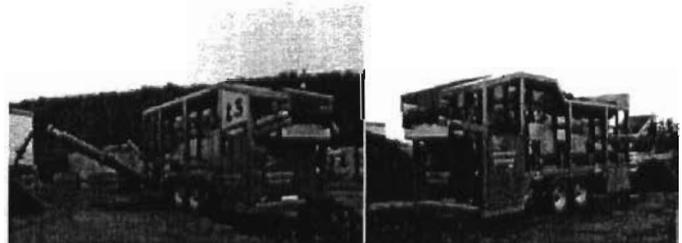
Come to this public demonstration at the Seminole County yard trash facility! We'll be testing equipment that effectively screens out plastic bags. You'll see them operate and be able to talk with the manufacturers; and judge for yourself.



DRAFT



AL2000 DIESEL



MULTISTAR L3 - STAR SCREEN WITH AIR CLASSIFIER

Please see reverse side for directions to the Seminole County Landfill



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: David Gregory, Solid Waste Division Manager
Department of Environmental Services

From: Susan E. Dietrich, Assistant County Attorney
Ext. 5736

Date: December 4, 2006

Subject: License for demonstration project

I am in receipt of a License drafted by Sumter County and apparently approved by the Board of County Commissioners of Sumter County, Florida on November 28, 2006, prior to review by this office.

It is my understanding that the license to be granted by Seminole County's Board of County Commissioners (BCC) will permit Sumter County to perform a three (3) day demonstration of self powered equipment that processes storm debris by taking bagged debris and separating the film from the debris. The demonstration will occur at a location determined by the County on the County's landfill site.

Please find my comments as noted on the attached copy of the License. Inasmuch as the Sumter County BCC has already accepted the License and the License is legally sufficient as submitted, it may be transmitted to the BCC for consideration at their January 9, 2007 meeting.

Please call with questions.

Attachment:
License

LICENSE

This license is issued by the BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, _____, Sanford, Fl _____, (Seminole) this _____ day of _____, 2006, to SUMTER COUNTY, FLORIDA 209 N. Fla. St. Bushnell, Fl 33513 (Sumter), to use the following premises owned by the Board, to-wit: Area at Seminole County Landfill as designated by authorized agent of Seminole, for the following described purpose: A three day demonstration of self powered equipment that processes storm debris by taking bagged debris and separating the film from the debris.

? address

This license is issued subject to the following terms and conditions:

1. The consideration for this license is that Sumter will provide a demonstration of storm debris processing equipment at the Seminole Landfill site free of charge. Seminole shall provide the debris for the demonstration.

2. Sumter shall not use the premises for any purpose other than ~~as~~^{as} set forth above.

3. In the event there is any damage to the premises or in the event that Seminole has to do any cleaning or repair after use by Sumter, Seminole shall invoice Sumter for the cost of such work.

4. Sumter shall make no offensive, unreasonably loud, obnoxious, illegal or improper use of the premises and in the event this clause is violated, this license may be canceled immediately, without notice. In the event Seminole cancels this license under these circumstances, then Sumter shall immediately vacate the premises.

5. This license may not be assigned by Sumter without the express, written consent of Seminole.

6. To the extent allowable by law, this provision not to constitute a waiver of sovereign immunity, Sumter shall hold the Seminole, and its employees and officers harmless and defend the Seminole and its employees and officers from any liability that may result from the use by Sumter of the property of Seminole.

7. Seminole may adopt specific rules and regulations concerning use of the property involved, and said rules and regulations are incorporated into this license by reference. Sumter shall abide by all such rules and regulations.

8. This license shall be for a term of ³⁰ ~~30~~ days, commencing on _____ and may be extended by mutual agreement.

This license issued this _____ day of ^{three} ~~_____~~, 2006⁷.

ATTEST:

SEMINOLE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

~~Deputy~~ Clerk

By: _____ Chairman

The terms and conditions of this license accepted this 28 day of November, 2006, by:

ATTEST:

SUMTER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS



[Signature]
Deputy Clerk

M.E. Francis
By: _____ Chairman

Dietrich, Susan

From: Gregory, David
Sent: Wednesday, November 29, 2006 4:05 PM
To: Dietrich, Susan
Subject: FW: Seminole Cty License Agt
Attachments: Seminole Cty License Agt.pdf

Susan:

Attached is a license agreement from Sumter County for the equipment demonstration project we discussed. Pending receipt of the original copy, I will move forward for this item to be on the first BCC meeting agenda in January. The demonstration is tentatively scheduled for late January.

Just wanted to make sure you were aware of this item.

DG

David Gregory
Solid Waste Manager
phone 407-665-2022
fax 407-324-5731

From: Connie Webb [mailto:cwebb@sumterclerk.com]
Sent: Wednesday, November 29, 2006 3:34 PM
To: Gregory, David
Cc: Sandee Howell
Subject: Seminole Cty License Agt

Mr. Gregory - per our conversation attached is the agreement which was signed by our Board Chairman last evening. I will be mailing the original document for signature. Thanks for your assistance with this.

Connie Webb, Deputy Clerk
Sumter County Clerk's Office
209 North Florida Street
Bushnell, FL 33513
(352) 793-0217

11/29/2006