

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20061585

1. ACTION REQUESTED/PURPOSE: Approve and authorize the Chairman to sign a Memorandum of Understanding between Lee County and Federal Prison Industries, Inc., dba, Unicor, for the management, reuse, and recycling of certain discarded electronic equipment (e-waste).

2. WHAT ACTION ACCOMPLISHES: Provides the County with an alternate e-waste recycling contractor at no additional cost.

3. MANAGEMENT RECOMMENDATION: Approve the requested motion.

4. Departmental Category: 8 C8C		5. Meeting Date: 12-12-06
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	Statute _____	
	Ordinance _____	
	<input checked="" type="checkbox"/> Admin. Code <u>AC 4-4</u>	
	Other _____	
		8. Request Initiated: Commissioner _____ Department <u>Public Works</u> Division <u>Solid Waste</u> By: <u>Lindsey J. Sampson</u> <i>Lindsey J. Sampson</i>

9. Background:
 The Solid Waste Division collects discarded electronic equipment, e-waste, from residential and commercial customers. During the past 12 months, approximately 1,400,000 pounds have been collected and recycled through the Division's residential curbside collection and business drop-off programs. In November 2006, the City of Ft. Myers began an e-waste residential curbside collection program and we anticipate that Cape Coral will begin a similar program in February 2007.

Use of a second contract vendor for the reuse and recycling service is recommended.

Additional funding is not required.

Attachment: Memorandum of Understanding

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>J. J. ...</i> 11-28-06		N.A.		<i>S. J. ...</i> 11/29/06	Analyst <i>388</i> 11/29/06	Risk <i>40</i> 11/29/06	Grants <i>11/30/06</i>	Mgr <i>11/30/06</i>	<i>J. J. ...</i> 11-28-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: 11-29-06 2:38 MP
COUNTY ADMIN FORWARDED TO: 11-30-06 MP to PR.

Rec. by CoAtty
Date: 11/29/06
Time: 2:10 pm
Forwarded To: 11/29/06 2:30 pm



**Federal Prison Industries, Inc. (UNICOR)
Recycling Business Group**

**Seeking a more excellent way...
To make a difference**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Lee County
(CUSTOMER)
AND
FEDERAL PRISON INDUSTRIES, INC. (DBA UNICOR)**

PURPOSE: Lee County, a political subdivision and charter county of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, herein referred to as "County" or "Customer", and UNICOR enter into this Memorandum of Understanding (MOU) effective upon the date of final signature of this Agreement. Lee County agrees that it may provide UNICOR certain electronic equipment (E-waste) collected through its E-waste collection program for reuse, recycling and management in accordance with all applicable regulation in lieu of abandonment and destruction of the E-waste, to benefit the environment and to improve public health, safety and/or welfare. UNICOR agrees to use the electronic equipment in meeting its mission of providing opportunities for job training and skills development.

INDEPENDENT ENTITIES: UNICOR and Customer are independent entities. Neither party shall represent itself as being an agent of the other party in any manner. This agreement shall not be construed as an agreement of fiduciary relationship, of partnership, of joint venture or any other form of business arrangement other than as an agreement between independent entities. UNICOR or Customer will not make any representations or commitments on behalf of one another without prior written consent.

CUSTOMER RESPONSIBILITIES: Customer may provide some or all of its electronic equipment to UNICOR for recycling or reuse. The Customer will pay zero (\$0.00) cents per pound for items listed below. Customer will provide all labor, equipment and supplies to palletize, load, and prepare

the itemized load list for E-waste being shipped to UNICOR. Customer understands that all materials generated from this operation are either recycled or resold. Customer agrees to allow UNICOR to place their company / agency name on UNICOR's web site under customer listing. Overall administration of this MOU is the responsibility of the designated Customer Point of Contact identified herein. Customer may supply any of the following electronic equipment to UNICOR for reuse or recycling.

Computer Equipment	Connectors/Cords/Wire	Communication Systems
Circuit Boards	Fax Machines	Printers
Mainframes / Servers	Modems	Monitors Microwaves
Test Equipment	Audio / Visual Equipment	Hard / Floppy Drives
Memory	CD ROM Drives	Network/Video/Sound Cards
Tape Drive	Motherboards	Power Supplies
Scrap Copper	Scrap Computer Plastic	Scrap Computer Metal
Laptops	Plotters / Copiers	Cameras
Bar Coding Equip.	PDA's	Televisions (No Consoles)
Cell Phones	Calculators	Microfiche Readers
Audio-Visual Equipment	Stereos	Radio transmitters/receivers

All other electronics may be accepted by prior arrangement and approval with the UNICOR Point of Contact listed herein.

Excludes: Consumer item white goods such as air conditioners, refrigerators, washers, dryers, toasters, etc. These items may be recycled per a separate agreement. UNICOR reserves the "Right of Refusal", at Customer's expense, for any load received that is not in accordance with this MOU.

UNICOR RESPONSIBILITIES: UNICOR will provide one (1) trailer for shipment of E-waste to its facilities. Trailer is to be located at 2451 Arcadia Street, Ft. Myers, Fl. 33916, or other center as designated by Lee County. UNICOR will provide transportation at its sole cost to its facility and provide the materials, personnel and facility to process E-waste for recycling or reuse in a secondary

market. The storage, treatment or disposal of any electronic equipment shall be done in accordance with all applicable local, state and federal regulations. UNICOR will provide written certification of recycling or destruction (whichever is appropriate) to the Customer for each load received from Lee County. Overall administration of this MOU is the responsibility of the designated UNICOR Point of Contact.

PROCEDURAL COORDINATION: A designated representative of Customer will notify UNICOR by telephone at least three (3) business days in advance of the requirement for pick up or “pull” of a trailer. UNICOR will confirm the date and times acceptable for the pull and drop-off via e-mail or fax to Customer. The confirmation must occur within at least two (2) business days of the telephonic notification. If necessary, changes to the pickup date or time will be coordinated between Customer and the UNICOR Point of Contact.

PREPARATION, PACKAGING AND TRANSPORTATION: UNICOR recognizes that the E-waste or electronic equipment is derived from households and businesses in Lee County. Customer cannot warrant that any or all proprietary data or software has been removed from any equipment transferred to UNICOR. The Customer, the agency responsible for waste management in Lee County, assumes that the patrons utilizing the Lee County E-waste Program intend to dispose of the equipment and hence, if any data or software is discovered, UNICOR may destroy any such data or software in accordance with its established procedure without prior or further notice to the Customer.

Packing and packaging will be to specifications provided by the UNICOR Point of Contact. CPU’s and monitors will normally be packed on pallets and shrink wrapped in place. Small items i.e. scrap, wiring, mice, keyboards, circuit boards, hard drives and modems will be packed in boxes (not shipped loose) prior to palletizing. UNICOR is responsible for informing Customer of any required security clearances that could affect or delay the delivery.

UNICOR will establish security measures to minimize damage, loss or theft of equipment within its control until it is processed.

EQUIPMENT TRANSFER: Customer will prepare the documentation donating all material to UNICOR. Customer, at its option may provide a weight and truck seal number for the load. UNICOR, upon processing the material, will verify the weight of each shipment received from Lee County.

RECORDS/DOCUMENTATION: UNICOR will verify by certificate of recycling that all items were disposed of in a manner compliant with all local, state, and federal regulations.

TERM: The term of this MOU is in effect for 12 months, beginning on the date of final signature of this Agreement. Either party may terminate this MOU within 30 calendar days by written notification to the other party.

The addresses are as follows:

CUSTOMER

Lee County
Solid Waste Division
10550 Buckingham Road
Fort Myers, FL 33905

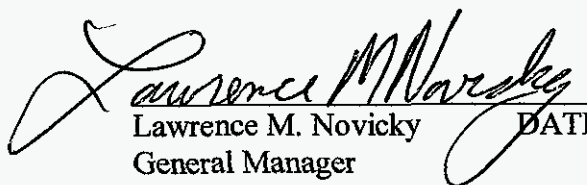
UNICOR

Recycling Business Group
320 1st Street, NW (Bldg 400, 4th Floor)
Washington, DC 20534

MODIFICATION: This Agreement may be modified at any time in writing by either party with the written concurrence of the other party.

POINTS OF CONTACT: The Customer Point of Contact is Emory Smith (239) 338-3302, smithel@leegov.com and the alternate is Erich Tscherteu (239) 338-3302, tscherep@leegov.com. The UNICOR Point of Contact is designated to be Varney Smith, Program Manager, 202-305-3884, vasmith@central.unicor.gov, and the alternate to be Aaron Aragon, Program Manager, 202-307-6037, aaragon@central.unicor.gov.

Authorized Representative
Federal Prison Industries

 11-22-06
Lawrence M. Novicky DATE
General Manager
Recycling Business Group

Attest: Charlie Green
Clerk of Courts

Board of County Commissioners
of Lee County, Florida

By: _____
Deputy Clerk

By: _____
Chair

Approved as to Form:

By: _____
Office of the County Attorney