

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ROMEOVILLE
AND THE COUNTY OF WILL, ILLINOIS

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

***Authorizing the County Executive to Execute an Intergovernmental Agreement between
the Village of Romeoville and the County of Will, Illinois for Electronics Recycling***

WHEREAS, 5 ILCS 220/1 et. seq provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed with any other public agency of this State, and

WHEREAS, the County is authorized by the Intergovernmental Cooperation Act to plan, construct, reconstruct, acquire, own, lease, equip, extend, improve, manage, operate, maintain, repair, close and finance waste projects; and

WHEREAS, the Will County Solid Waste Management Plan outlines procedures for the County and its residents to reduce the generation and disposal of resources found in the waste stream; and

WHEREAS, the State of Illinois passed Public Act 97-0287 - Electronic Products Recycling & Reuse Act banning CPUs/Computers (laptop, notebook, netbook, tablet), Monitors, Televisions, Printers, Electronic Keyboards, Fax Machines, Videocassette Recorders, Portable Digital Music Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Recorders from landfills as of January 1, 2012; and

WHEREAS, the County maintains a residential electronics recycling and processing contract with an independent, certified company; and

WHEREAS, The Village of Romeoville has agreed to host and maintain a site to collect electronics from Will County residents.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute the attached Intergovernmental Agreement between The Village of Romeoville and the County of Will, Illinois for collection of electronics for recycling, subject to the review and approval of the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

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THIS AGREEMENT entered into this ____ day of _____, 2017, by and between the VILLAGE of Romeoville, Illinois (VILLAGE) and the County of Will, Illinois (COUNTY).

WITNESSETH:

WHEREAS, the VILLAGE is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, the COUNTY is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, one of the purposes of the COUNTY is to implement the Will County Solid Waste Management Plan (PLAN) as adopted by the Will County Board in November 2008 and amended from time to time thereafter; and

WHEREAS, the VILLAGE is all or partially inside of the COUNTY; and

WHEREAS, the COUNTY is authorized by the Intergovernmental Cooperation Act to plan, construct, reconstruct, acquire, own, lease, equip, extend, improve, manage, operate, maintain, repair, close and finance waste projects; and

WHEREAS, the STATE OF ILLINOIS passed Public Act 97-0287 - Electronic Products Recycling & Reuse Act banning CPUs/Computers (laptop, notebook, netbook, tablet), Monitors, Televisions, Printers, Electronic Keyboards, Fax Machines, Videocassette Recorders, Portable Digital Music Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders from landfills as of January 1, 2012.

WHEREAS, the COUNTY operates a residential electronics collection; and

WHEREAS, the COUNTY maintains a residential electronics recycling and processing contract with an independent, certified company ("the Contractor") with offices in Illinois; and

WHEREAS, the COUNTY maintains a residential electronics recycling and processing contract with an independent, certified manufacturer funded electronics recycling company ("the MFER") with offices in Indiana; and

WHEREAS, the VILLAGE agrees to host and maintain a site to collect electronics from Will County residents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the parties as follows:

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SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the test of the Agreement as if fully set forth herein.

SECTION 2. Definitions.

INSURANCE means the following:

Types of Insurance	Limits	
General Liability	Each Occurrence	\$1,000,000
Commercial Liability	Damage to rented premises	\$50,000 per occurrence
Per Occurrence	Medical Expenses	\$5,000 any one person
	Personal Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products – Comp/OP	\$2,000,000
	Professional	\$1,000,000

RESIDENTIAL ELECTRONICS means electronic devices that are generated from Will County households primarily and excludes electronic devices that were used in institutional, governmental or commercial business. Examples of acceptable Residential Electronics include central processing units, monitors, televisions, computer peripherals and home office equipment (monitors, keyboards, fax machines, printers etc.), small home appliances (vacuum cleaners, toasters etc.), consumer electronics (radios, stereos, VCRs, answering machines, telephones, cameras, etc.) as outlined in Exhibit 1. The list of acceptable Residential Electronics shall not be modified without prior written notice from the COUNTY.

SECTION 3. COUNTY Responsibilities:

- A. Maintain an Agreement with at least two separate Contractors to process, refurbish and recycle residential electronics and traditional recyclables.
- B. Provide for the pick-up of traditional recyclables or residential electronics from the VILLAGE via the Contractor.
- C. Pay all costs due to the Contractors for transporting, processing, refurbishing, recycling and disposal of any residue related to the collection of residential electronics and traditional recyclables including fines for inappropriate sorting of electronics, improper packing of the semi-trailer and under weight loads.
- D. Report to the VILLAGE on the volume of residential electronics collected through the VILLAGE as reported by the Contractor.
- E. Report to the IEPA on the volume of residential electronics collected as reported by the Contractor to the County.
- F. Provide two part-time employees through the contractor to work at the residential electronics collection area of the Drop-Off to check driver’s licenses to ensure those using the site are from Will County communities. These two personnel will also sort electronics as directed by the Contractor and shrink-wrap items as directed by the Contractor. They will not drive VILLAGE fork equipment.
- G. Acquire and maintain Insurance for the Host Site throughout the term of this agreement.
- H. Indemnify, and hold harmless the VILLAGE, and their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys’ fees and defend the indemnified parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the COUNTY’s employees, agents, independent contractors, including the Contractor officers, members or any person or entity performing services on behalf of the COUNTY. The COUNTY is not, however,

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required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The COUNTY's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

SECTION 4. VILLAGE Responsibilities:

- A. Operate and maintain a site suitable for short-term collection of residential electronic items from Will County residents.
- B. The site shall install an operational surveillance camera capable of recording and storing images for two weeks by the time the first electronic recycling event is offered in order to deter illegal dumping.
- C. The site shall have lighting suitable for reading driver's licenses in evening hours.
- D. The site shall have enough open parking spaces to accommodate up to three 26 ft long trucks and a queue line long enough to hold 20 automobiles off the adjacent street.
- E. The COUNTY and VILLAGE shall coordinate hours of operation. The VILLAGE shall provide the COUNTY sixty (60) days notice if a change in hours or staffing must be addressed.
- F. The VILLAGE shall advertise on their website, in their newsletter, and on electronic or other types of signs the dates and hours the Electronic Recycling Drop-Off is open. The County partnership shall be noted in advertising where possible.
- G. Indemnify, and hold harmless the COUNTY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the VILLAGE employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the VILLAGE. The VILLAGE is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The VILLAGE's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person. The VILLAGE in no way takes or claims ownership or accepts liability for the traditional recyclables or the residential electronics accepted, transported and delivered to at the host site or transported and delivered to the Contractor, processed, refurbished, recycled or disposed by the Contractor.
- H. Post a sign that states "No Dumping. Violators will be Prosecuted" and cite the local ordinance reference.
- I. If the VILLAGE experiences illegal dumping, take steps to prosecute the offenders.
- J. Have one person from the VILLAGE staff check that the site opens as expected each event date.

SECTION 5. Payment to the VILLAGE. The COUNTY shall provide up to, but no more than, \$200 reimbursement annually to the unit of local government party to this agreement for electronics recycling. This annual payment shall be made upon receipt of an invoice from the VILLAGE to the COUNTY documenting personnel time and expenses for the full amount to be paid. The

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COUNTY shall reimburse items such as site improvements, surveillance equipment, signage, labor related to opening or supervising the drop-off.

SECTION 6. Term. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect until February 28, 2018 with a full one-year renewal option. This agreement may be terminated by sixty (60) days written notice by either party without cause.

SECTION 7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 8. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 9. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

SECTION 10. Notices. Notices to the parties shall be in writing and delivered by personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to the COUNTY:

Dean Olson, Resource Recovery & Energy Director (Alternate: Marta Keane, Recycling Specialist)
Will County – Land Use
58 E. Clinton Street
Joliet, IL 60432
Phone: (815) 727-8834
Fax Number (815) 722-3410
E-Mail: mkeane@willcountygreen.com

If to the VILLAGE:

Steve Gulden, Village Manager (Alternate: Dawn Caldwell, Assistant Village Manager)
The Village of Romeoville
1050 W. Romeo Road
Romeoville, IL 60446
Phone: 815-886-0279
E-mail: DCaldwell@Romeoville.org

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting.

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IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

WILL COUNTY, ILLINOIS

VILLAGE OF ROMEOVILLE

By _____
County Executive Larry Walsh
Attest:

By _____
Village Mayor

By _____
County Clerk Nancy Schultz Voots

By _____
Village Clerk

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EXHIBIT 1.

Electronic Equipment Accepted		
Televisions (Wood Console)	Non-Digital Stereo Systems	Sewing Machines
Televisions (CRT glass)	Speakers	Humidifiers/Vaporizers
Televisions (Flat Screen)	Cameras (film)	Electric razors / shavers
Monitors (CRT glass)	Cameras (magnetic tape)	Scale
Monitors (Flat Screen)	Cameras (digital)	Curling Irons / Hair Dryers
Computers (laptop, CPU, tablet, etc)	Calculators / Adding machines	Electric tooth brushes
Hard Drives / Modems / Servers	Postage machines	Radio controlled toys
Electronic Keyboards	Paper Shredders	Typewriters/Word processors
Electronic Mice	Answering machines	Electric toy trains
CD ROM/Zip/Tape drives	Telephones	Videos / CDs / DVDs
Palm organizers/Hand held games	Cordless telephones	
Printers (laser, ink jet)	Clothing Iron	
Scanners	Pagers	
Copy machines	CB's/Two -way radios	
Fax machines	String Holiday Lights	
Cords & cables (power, USB, etc.)	Microwaves	
UPS Battery Backups	Blenders (no glass)	
Digital Converter Boxes	Coffeemakers (no glass)	
Cable/Satellite Receivers	Bread Maker / Fryer	
VCR, DVD, Laser disc players	Toasters	
Video game players	Fans / Space Heaters	
Joysticks/Game controls	Vacuums / Carpet Sweeper	
Digital Converter Boxes	Food Sealing Equipment	
Satellite Receivers	Electric Knives	
Cell phones	Waffle Irons	
Digital radio / CD players	Power & Regular Tools	

Items in yellow boxes are banned from the garbage in Illinois as of 1/1/2012

- NO Smoke Detectors
- NO Dehumidifiers
- NO Appliances
- NO VHS Tapes