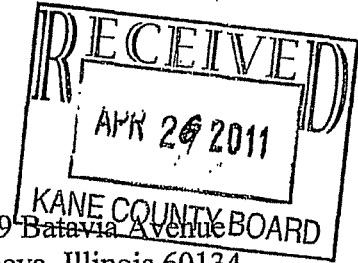


County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Intergovernmental Agreement Between the City of Batavia and the County of Kane for the Recycling of Used Electronic Equipment

Submitted by: Gary Mielke

Date Submitted: 4/26/11

Examined by: KC Shopp
(Print name)

[Signature]
(Signature)

4-27-2011
(Date)

Post on Web: Yes No Atty. Initials _____

Comments: Scheduled to go to Exec on May 4th

Chairman signed: Yes No 5-5-11
(Date)

Document returned to: GARY Mielke

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF BATAVIA AND THE COUNTY OF KANE
FOR THE RECYCLING OF USED ELECTRONIC EQUIPMENT**

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 2011, by and between the CITY OF BATAVIA, ILLINOIS, a municipal corporation (hereinafter referred to as the "City"), and KANE COUNTY, ILLINOIS (hereinafter referred to as the "County").

WITNESSETH

WHEREAS, the City and the County are public agencies within the meaning of the Intergovernmental Cooperation Act; and

WHEREAS, the City and the County are also units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the City and the County are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the County has contracted with a service provider for recycling of used electronics equipment; and

WHEREAS, the collection and proper management of used electronic equipment so as to protect the environment is a matter within the government and affairs of the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and County agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement in their entirety.

SECTION 2. SCOPE OF SERVICES

(A) The City agrees to accept electronic equipment for recycling from the public during normal business hours. Items to be collected, processed, and marketed include:

- (1) "Covered Electronic Devices (CEDs)", including computers, computer monitors, televisions, and printers.
- (2) "Eligible Electronic Devices (EEDs)", including mobile telephones; computer cable, mouse or keyboards; facsimile machines; MP3 players; portable digital assistants; video game consoles; video cassette recorders/players, digital video disk players, or similar devices; zip drives, and scanners.
- (3) Other electronic devices such as microwave ovens, telephones, stereos, radios, and small household appliances.

Large home appliances (including air conditioners, stoves, refrigerators, freezers, etc.) or household hazardous waste (including paint, cleaners, etc.) cannot be accepted under this Agreement.

(B). The County will enter into a separate agreement with a recycling company registered with the Illinois Environmental Protection Agency. The County has a current agreement

in force through December 31, 2011 with Vintage Tech Recyclers, Inc.

(C). The City will provide a collection location and all necessary signage. The County's contractor will provide the City with all necessary gaylord boxes and pallets. The City will order pallets and Gaylord boxes, and schedule pickups by contacting the Contractor directly.

(D). On a quarterly basis, Vintage Tech will provide the County with a detailed summary of the amount (pounds) of material recycled from the City's location. Vintage Tech will pay the County \$0.04 per pound for amounts up to 500,000 pounds per year, and \$0.05 per pound for amounts over 500,000 pounds. The County will received payment quarterly from Vintage Tech. Upon receipt of payment from Vintage Tech, the County will submit payment to the City in an amount equal to the amount received from Vintage Tech.

SECTION 3: CHANGES

The County or the City may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the County and the City shall be incorporated only in written amendments to this Agreement.

SECTION 4: TERMINATION

a. Default. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "termination by default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than sixty (60) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

b. In the event of termination by either party, an equitable adjustment shall provide for payment to the City for services rendered prior to the termination.

SECTION 5: REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the COUNTY and the CITY arising out of or relating to this Agreement or the breach thereof shall be resolved in the Circuit Court of Kane County. Each party shall be responsible for its own attorney's fees and costs.

SECTION 6. HOLD HARMLESS

The City agrees to assume all risk of loss and to indemnify and hold the County, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of Contractor's or its subcontractor's negligent or intentional acts or omissions.

SECTION 7. SEVERABILITY

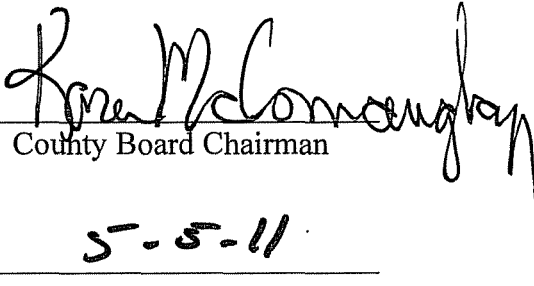
The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

COUNTY OF KANE

CITY OF BATAVIA

By 
County Board Chairman
Date: 5-5-11

By _____
Mayor
Date: _____