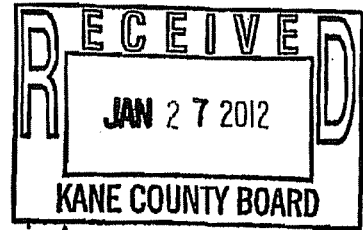


County of Kane
Office of County Board
Kane County Government Center



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: Execution of Intergovernmental Agreement

Submitted by: Tim Keovongsak / Purchasing Dept.

Date Submitted: January 26, 2012

Examined by:

KC Simpson
(Print name)

[Signature]
(Signature)

1-9-2012
(Date)

Post on Web:

Yes No Atty. Initials KCS

Comments:

Request approval and Chairman's signature to execution of attach Intergovernmental Agreement with City of Batavia as part of County's electronic recycling program for Environmental Department. BID 37-011 - Resolution 11-382. Please notify Purchasing when available for pick up, x25929.

Attachment: Original Agreement

Chairman signed:

Yes No 2-15-12
(Date)

Document returned to: _____

**REVISED 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 as of the date of final execution below, 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 (hereinafter referred to as the "Recycler"); 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 will be determined by the "current operating contract" with the electronics Recycler. 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 Recycler registered with the Illinois Environmental Protection Agency.

(C). The City will provide a collection location and all necessary signage per the Recycler's specifications. 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 Recycler directly.

(D). On a quarterly basis, the Recycler will provide the County with a detailed summary

of the amount (pounds) of material recycled from the City's location. The Recycler will pay the County quarterly, an amount based on the weight of material collected from City of Batavia. Upon receipt of payment from the Recycler, the County will submit payment to the City in an amount equal to 90% the amount received from the Recycler, retaining a 10% administrative fee.

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

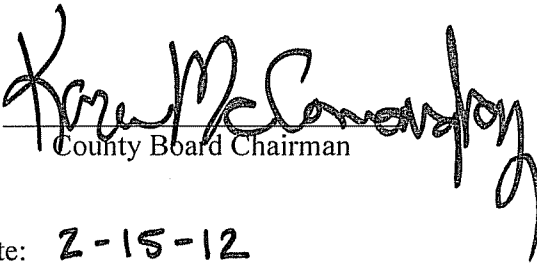
The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

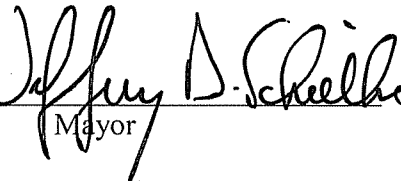
The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

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

By 
Mayor

Date: 2-15-12

Date: _____

Attest:

City Clerk