

County of Kane  
Office of County Board  
Kane County Government Center



Karen McConnaughay  
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Geneva, Illinois 60134  
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**DOCUMENT VET SHEET**

for  
Karen McConnaughay  
Chairman, Kane County Board

Name of Document: INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND THE COUNTY OF KANE FOR THE RECYCLING OF USED ELECTRONIC EQUIPMENT

Submitted By: Jennifer Jarland

Date Submitted: May 4<sup>th</sup>, 2012

Examined By: Joseph Cullen  
(Print Name)

Joseph Cullen  
(Signature)

5-4-12  
(Date)

Post on Web: Yes  No  Atty Initials JmL

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman Signed: Yes  No  Date: 6/12/12

Document Returned To: \_\_\_\_\_

# COUNTY OF KANE

**FACILITIES, DEVELOPMENT &  
ENVIRONMENTAL RESOURCES  
DEPARTMENT**

Timothy A. Harbaugh, P.E., DEE, Director



**County Government Center**

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**Date:** May 4, 2012

**To:** Joe Cullen, State Attorney's Office

**From:** Jennifer Jarland, Environmental Resources

**Regarding:** INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND  
THE COUNTY OF KANE FOR THE RECYCLING OF USED ELECTRONIC EQUIPMENT

Dear Joe,

Please find within this document the Intergovernmental Agreement as titled above, the corresponding resolution draft and the vet sheet for same. This agreement will be presented for approval at the June 12<sup>th</sup>, 2012 Kane County Board Meeting.

Please review, and forward signed vet sheet to the Chairman at your convenience.

Thank you.

Sincerely,

Jennifer Jarland

Recycling and Resource Conservation Program Coordinator

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12-\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT WITH CITY OF ST.CHARLES  
FOR ELECTRONICS RECYCLING SERVICES**

WHEREAS, the Kane County Solid Waste Management Plan, adopted by the Kane County Board in 1992, and most recently updated in 2009, recommends that the County develop programs to divert used electronic equipment from disposal in landfills; and

WHEREAS, beginning in January 2012, the Illinois Electronic Products Recycling and Reuse Act (Public Act 97-0287) bans the landfill disposal of 17 categories of used electronics collected; and

WHEREAS, starting in FY 2012 Kane County has a new agreement with a certified recycling contractor for electronics recycling which includes conducting used electronics recycling collections at Kane County's monthly collection event as well as any permanent collection locations; and:

WHEREAS, on December 13<sup>th</sup>, 2011, Kane County passed resolution #11-114 authorizing an intergovernmental agreement with the City of Batavia for such electronics recycling drop-off services; and

WHEREAS, due to said Public Act which creates a source of revenue for recycling electronics and Kane County expects to incur a small amount of staff time to administer revenue distribution associated with the Intergovernmental Agreement with the City, the revenue will be shared with 10% going to the County and 90% going to the City; and

WHEREAS, the creation of a drop-off location in the City of St. Charles increases convenient opportunities for Kane County residents to recycle electronics, which is of benefit to the overall electronics recycling program.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized to execute the attached, revised Intergovernmental Agreement with the City of St. Charles for electronic recycling services.

Passed by the Kane County Board on June 12, 2012 .

\_\_\_\_\_  
John A. Cunningham  
Clerk, County Board  
Kane County, Illinois

\_\_\_\_\_  
Karen McConnaughay  
Chairman, County Board  
Kane County, Illinois

Vote:  
Yes \_\_\_\_\_  
No \_\_\_\_\_  
Voice \_\_\_\_\_  
Abstentions \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF ST. CHARLES 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 ST. CHARLES, 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 is required by the Illinois Electronic Products Recycling and Reuse Act; and

WHEREAS, the collection of used electronic equipment for recycling 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 the City. 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.

(E). The County recommends that revenue paid by this agreement to the City is used to establish or further develop recycling and resource conservation programs in the City of St. Charles.

### **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**

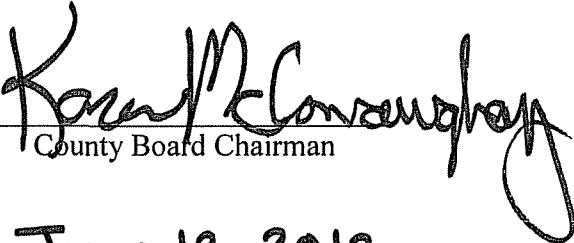
The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

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 ST.CHARLES

By  County Board Chairman      By \_\_\_\_\_ Mayor

Date: June 12, 2012      Date: \_\_\_\_\_