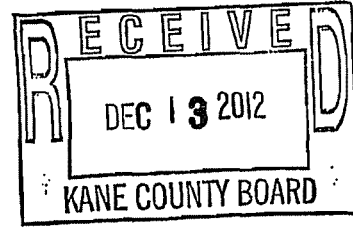


County of Kane
Office of County Board
Kane County Government Center



Chris Lauzen
Chairman
630-232-5930



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

DOCUMENT VET SHEET

for
Chris Lauzen
Chairman, Kane County Board

Name of Document: INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WEST DUNDEE AND THE COUNTY OF KANE FOR THE RECYCLING OF USED ELECTRONIC EQUIPMENT

Submitted By: Jennifer Jarland

Date Submitted: December 13th, 2012

Examined By:

Joseph Lulves
(Print Name)

Joseph Lulves
(Signature)

2-14-13
(Date)

Post on Web:

Yes No Atty Initials JRL

Comments:

OK BY COB Res. #13-25

Chairman Signed:

Yes No Date: 2-19-13

Document Returned To:

Jennifer Jarland

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 25

**INTERGOVERNMENTAL AGREEMENT WITH VILLAGE OF WEST DUNDEE
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, Kane County passed resolutions 11-114, 12-156, & 12-157 authorizing intergovernmental agreements for such electronics recycling drop-off services in the cities of Batavia, Geneva, & St. Charles; 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 maintenance of a drop-off location in the Village of West Dundee 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 Intergovernmental Agreement with the Village of West Dundee for electronic recycling services.

Passed by the Kane County Board on February 13, 2013.

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

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
Yes _____
No _____
Voice _____
Abstentions _____
2WestDundee

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KANE AND
THE VILLAGE OF WEST DUNDEE
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 VILLAGE OF WEST DUNDEE, ILLINOIS, a municipal corporation (hereinafter referred to as the "Village"), and KANE COUNTY, ILLINOIS (hereinafter referred to as the "County").

WITNESSETH

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

WHEREAS, the Village 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 Village 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 Village and County agree as follows:

SECTION 1: SCOPE OF SERVICES

(A). The VILLAGE 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 COUNTY's "current operating contract" with the electronics Recycler. Acceptable items will include televisions, computers and electric or electronic equipment of any kind, excepting large home appliances (including air conditioners, stoves, refrigerators, freezers, etc.) which will not be accepted. 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. At time of Agreement the contractor is Sims Recycling Solutions with facility located at 1600 Harvester in West Chicago.

(C). The VILLAGE will provide a collection location and all necessary signage per the Recycler's specifications. The COUNTY contractor will provide the VILLAGE withal necessary Gaylord boxes and pallets. The VILLAGE will order pallets and Gaylord boxes, and schedule pickups by contacting the Recycler directly via email at: srs.muni.midwest@simsmm.com.

(D). On a quarterly basis, the Recycler will provide the COUNTY with a detailed summary of the amount (pounds) of material recycled from the VILLAGE location. The Recycler will pay the

COUNTY quarterly, an amount based on the weight of material collected from the VILLAGE. Upon receipt of payment from the Recycler, the COUNTY will submit payment to the VILLAGE in an amount equal to 90% the amount received from the Recycler, retaining a 10% administrative fee.

SECTION 2: CHANGES

The COUNTY or the VILLAGE 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 VILLAGE shall be incorporated only in written amendments to this Agreement.

SECTION 3: 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 thirty (30) 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 VILLAGE for services rendered prior to the termination.

SECTION 4: 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 VILLAGE 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: SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the COUNTY and the VILLAGE respectively and their partners, successors, assigns, and legal representatives. Neither the COUNTY nor the VILLAGE shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

SECTION 7: HOLD HARMLESS

The VILLAGE 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

VILLAGE OF WEST DUNDEE

By 
Chris Lauzen
County Board Chairman

By _____
Larry A. Keller
Village President

Date: 2-19-13

Date: _____