

Intergovernmental Agreement: 2017 Residential Electronics Recycling

AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN KENDALL COUNTY, ILLINOIS,  
AND WILL COUNTY, ILLINOIS

THIS AGREEMENT is made and entered into by and between KENDALL COUNTY and WILL COUNTY, hereinafter collectively “the parties,” and is effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the Intergovernmental Cooperation Act, 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, WILL COUNTY and KENDALL COUNTY have authority to conduct electronics recycling operations as specified under the Electronic Products Recycling and Reuse Act, 415 ILCS 150/1 *et seq.*, and other statutes referenced therein; and

WHEREAS, the Electronic Products Recycling and Reuse Act, 415 ILCS 150/1 *et seq.*, prohibits the disposal of certain types of electronic devices in landfills; and

WHEREAS, KENDALL COUNTY has agreed to host one one-day collection event during 2017 for residential electronics recycling, with a limit of two televisions per household; and

WHEREAS, WILL COUNTY and KENDALL COUNTY upon entering into this agreement, maintain residential electronics recycling and processing contracts with an independent, certified company; and

WHEREAS, WILL COUNTY has a contract with a Manufacturer Funded Electronics Recycler to recycle up to a certain amount, by weight, of residential electronics items; and

WHEREAS, WILL COUNTY has excess capacity under its Manufacturer Funded Electronics Recycler contract and can accommodate within that capacity the total weight of products estimated to be collected at KENDALL COUNTY’s one one-day collection event in 2017; and

WHEREAS, WILL COUNTY seeks to utilize most or all of its capacity under its Manufacturer Funded Electronics Recycler contract, and would benefit from doing so; and

WHEREAS, KENDALL COUNTY would reduce the costs of its residential electronics recycling operations by sending the items collected at its single one-day collection event to WILL COUNTY’s Manufacturer Funded Electronics Recycler;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

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

**SECTION 2.** Definitions.

MANUFACTURER FUNDED ELECTRONICS RECYCLER (“MFER”) means a recycler that has contracted with manufacturers to cover the cost of recycling Illinois RESIDENTIAL ELECTRONICS.

RESIDENTIAL ELECTRONICS means electronic devices that are generated from KENDALL 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 60 days prior written notice from WILL COUNTY.

**SECTION 2.** WILL COUNTY Responsibilities:

- A. Maintain at least two agreements with two separate Contractors, including at least one MFER, to collect, sort, pack, process, refurbish and recycle residential electronics.
- B. Allow KENDALL COUNTY to send or deliver RESIDENTIAL ELECTRONICS from KENDALL COUNTY’s single one-day collection event for 2017, at no charge, to the MFER entity identified by WILL COUNTY.
- C. Report to KENDALL COUNTY on the total amount, by weight, of RESIDENTIAL ELECTRONICS delivered to the WILL COUNTY MFER from each one-day collection, as reported by the MFER.
- D. Take no responsibility for any costs incurred by KENDALL COUNTY for offering a collection event, nor provide any insurance coverage for such an event.
- E. WILL COUNTY agrees it will not include the amount of electronics collected by KENDALL COUNTY in WILL COUNTY’s annual IEPA report on RESIDENTIAL ELECTRONICS submitted pursuant to 415 ILCS 150/55.

**SECTION 4.** KENDALL COUNTY Responsibilities:

- A. Conduct one single-day recycling collection event to collect RESIDENTIAL ELECTRONICS. KENDALL COUNTY agrees to operate and maintain a host site for the events; establish the events’ hours of operation; utilize an appointment system to limit the total number of participants; and establish a limit of two television sets per household.
- B. Contract with a collection contractor approved by WILL COUNTY, which contractor will: sort, stack, pack and transport residential electronics to WILL COUNTY’s MFER in trucks packed to 20,000 pounds or greater; and report to the IEPA prior to January 31, 2018 the total weight of RESIDENTIAL ELECTRONICS collected as reported by the MFER through WILL COUNTY.
- C. Pay to WILL COUNTY any fees charged to WILL COUNTY by WILL COUNTY’s MFER resulting from shipments of RESIDENTIAL ELECTRONICS from KENDALL COUNTY to WILL

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COUNTY's MFER under this agreement.

- a. Fee for each under 18,001 gross weight semi-trailer: \$200 to \$600
- b. Fee for items not included in agreement: \$0.25 cents per pound

**SECTION 5.** Mutual Indemnification. Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party, its officials, officers, employees or agents in the execution or performance of this agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Written notice of any claims shall be given in a timely manner. This indemnification clause shall survive termination of this agreement. Nothing in this section alters the immunities provided all parties to this agreement under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101.

**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 1, 2018. This agreement may be terminated by sixty (60) days written notice by either party without cause.

**SECTION 7.** Entire Agreement.

- A. 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.
- B. Will County and Kendall County represent that all necessary acts have been taken to authorize and approve this Agreement in accordance with applicable law and that this Agreement, when executed by the parties hereto, shall constitute a legally binding obligation of Will County and Kendall County, and be enforceable at law and equity against both.
- C. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**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 electronic mail, personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

**If to WILL COUNTY:**

Dean Olson, Resource Recovery & Energy Director (Alternate: Marta Keane, Recycling Circuit Specialist)  
Will County – Land Use  
58 E. Clinton Street  
Joliet, IL 60432  
Phone: (815) 727-8834

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E-Mail: [mkeane@willcountygreen.com](mailto:mkeane@willcountygreen.com)

**If to KENDALL COUNTY:**

Dr. Amaal Tokars, County Health Executive Director  
811 John Street  
Yorkville, IL 60560  
Phone: (630) 553-8097  
E-mail: [ATokars@co.kendall.il.us](mailto:ATokars@co.kendall.il.us)

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.

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**

**KENDALL COUNTY, ILLINOIS**

**KENDALL COUNTY, ILLINOIS**

By: \_\_\_\_\_  
County Executive Lawrence M. Walsh

By: \_\_\_\_\_  
Kendall County Board Chair

By: \_\_\_\_\_  
Kendall County Health Department  
President Christina Cooper

Attest:

Attest:

Attest:

By: \_\_\_\_\_  
County Clerk Nancy Schultz Voots

By: \_\_\_\_\_  
Kendall County Clerk

By: \_\_\_\_\_  
Kendall County Health Department  
Executive Director Dr. Amaal Tokars

**EXHIBIT 1.**

<b>Residential Electronics Accepted</b>
Televisions (Wood Console)
Televisions (CRT glass)
Televisions (Flat Screen)
Monitors (CRT glass)
Monitors (Flat Screen)
Computers (laptop, CPU, tablet, etc)
Hard Drives / Modems / Servers
Electronic Keyboards
Electronic Mice
CD ROM/Zip/Tape drives
Palm organizers/Hand held games
Printers (laser, ink jet)
Scanners
Copy machines
Fax machines
Cords & cables (power, USB, etc.)
UPS Battery Backups
Digital Converter Boxes
Cable/Satellite Receivers
VCR, DVD, Laser disc players
Video game players
Joysticks/Game controls
Digital Converter Boxes
Cell phones
Digital radio / CD players

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

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