

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA AND THE
COUNTY OF WILL, ILLINOIS

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

***Authorizing the County Executive to Execute an Intergovernmental Agreement between
the City of Aurora and the County of Will, Illinois for Electronics Recycling***

WHEREAS, the STATE OF ILLINOIS passed Public Act 97-0287 - Electronic Products Recycling & Reuse Act banning CPUs/Computers (laptop, notebook, netbook, tablet), Monitors, Televisions, Printers, Electronic Keyboards, Fax Machines, Videocassette Recorders, Portable Digital Music Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders from landfills as of January 1, 2012; and

WHEREAS, the STATE OF ILLINOIS passed the Consumer Electronics Recycling Act (CERA) in 2017 that impacts County residential recycling operations as of January 1, 2019; and

WHEREAS, the COUNTY operates a residential electronics collection through host site agreements and one-day collections intended to meet the CERA convenience standards; and

WHEREAS, the COUNTY has been assigned manufacturer funding to meet CERA requirements to recycle residential electronics from residents throughout the Will County service area; and,

WHEREAS, the County would like to assist the City of Aurora in their efforts to collect the electronics banned from landfills; and,

WHEREAS, the Intergovernmental Cooperation Act 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, the City of Aurora, a public agency of this State, desires to utilize the excess capacity of the County in the collection of those electronics banned from landfills, by entering into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, and has agreed to host up to 3 (three) one-day collection events for residential electronics, limited to two-televisions per vehicle; and

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute the attached Intergovernmental Agreement between the City of Aurora and the County of Will, Illinois for collection of electronics for recycling, subject to the review and approval of the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

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THIS AGREEMENT is made and entered into by and between CITY OF AURORA and WILL COUNTY, hereinafter collectively "the parties," and is effective on the last date signed by a party hereto.

WHEREAS, the State of Illinois passed the Electronics Products Recycling and Reuse Act (the "Act"), banning certain electronics from landfills, effective January 1, 2012; and,

WHEREAS, manufacturers of those electronics are obligated under the Act to recycle or process for reuse a pre-determined amount of those electronics, based on weight; and,

WHEREAS, manufacturers oftentimes contract with other companies, certified by the State of Illinois, to undertake the collection of those electronics on behalf of the manufacturers, at the sole cost and expense of the manufacturers; and,

WHEREAS, the County has such a contract with a State certified company to recycle and process a set weight amount of those electronics banned from landfills; and,

WHEREAS, the County has yet to reach the set amount of electronics under the contract, and has the capacity to collect additional electronics; and,

WHEREAS, the County would like to assist the City of Aurora in their efforts to collect those electronics banned from landfills; and,

WHEREAS, the Intergovernmental Cooperation Act 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, the City of Aurora, a public agency of this State, desires to utilize the excess capacity of the County in the collection of those electronics banned from landfills, by entering into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, and has agreed to host up to 3 (three) one-day collection events for residential electronics, limited to two-televisions per vehicle; and

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute the attached Intergovernmental Agreement between the City of Aurora and the County of Will, Illinois for collection of electronics for recycling, subject to the review and approval of the Will County State's Attorney.

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

SECTION 2. Definitions.

APPOINTMENT SYSTEM means use of an online registration system for residents who wish to participate in the planned one-day residential electronics collection event, limiting participants to residents of specific communities that support the Residential Electronics Collection events, limiting the number of televisions to two per household, and controlling the number of participants per 15 minute increments, therefore alleviating traffic back-ups and making total weight to be collected easier to estimate.

MFER means Manufacturer Funded Electronics Recycler, referring to a recycler that has contracted with manufacturers to cover the cost of recycling Illinois residentially generated electronics.

RESIDENTIAL ELECTRONICS means electronic devices that are generated from City of Aurora 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 prior written notice from the COUNTY.

SECTION 3. WILL COUNTY Responsibilities:

- A. Maintain at least two agreements with two separate Contractors to collect, sort, pack, process, refurbish and recycle residential electronics.
- B. Allow CITY OF AURORA residentially generated electronics to be sent to the WILL COUNTY MFER contractor utilizing weight assigned to WILL COUNTY.
- C. Report to CITY OF AURORA on the volume of residential electronics collected through their one-day collection as reported by the MFER.
- D. Take no responsibility for any costs incurred by CITY OF AURORA for offering a collection event, nor provide any insurance coverage for such an event.
- E. WILL COUNTY shall include the amount of electronics collected in the City of Aurora as part of Will County's annual IEPA report on residential electronics because part of the City of Aurora is in Will County and all of the City of Aurora residents are eligible to participate in Will County's electronics program.

SECTION 4. CITY OF AURORA Responsibilities:

- A. Operate and maintain a site suitable for a one-day collection of residential electronic items.
- B. Implement an appointment system to limit the total number of vehicles serviced.
- C. Utilize a limit of two television sets per vehicle to control weight and discourage illegal commercial use.
- D. Set and coordinate hours of operation.
- E. Contract with a collection contractor approved by WILL COUNTY to sort, stack, pack and transport residential electronics to WILL COUNTY's MFER.

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- F. Take all steps necessary to send only electronics defined in this Agreement to WILL COUNTY's MFER, ask the collection contractor to pack trucks to 20,000 pounds or greater to avoid underweight fees and agree to pay WILL COUNTY any fees charged to WILL COUNTY by WILL COUNTY's MFER.
- G. Limit the amount collected at each one-day event to a total of 400,000 pounds to be sent to Will County's MFER. (Total for two events shall be no greater than 800,000 pounds.)
- H. Indemnify, and hold harmless WILL COUNTY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the CITY OF AURORA employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the CITY OF AURORA. The CITY OF AURORA is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The CITY OF AURORA's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person. The CITY OF AURORA in no way takes or claims ownership or accepts liability for the traditional recyclables or the residential electronics accepted, transported and delivered to at the host site or transported and delivered to the Contractor, processed, refurbished, recycled or disposed by the Contractor.

SECTION 5. Term. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect until December 1, 2025. This agreement may be terminated by sixty (60) days written notice by either party without cause.

SECTION 6. Entire Agreement. 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.

SECTION 7. 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 8. 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 9. 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 the COUNTY:

David Hartke, Resource Recovery & Energy Director (Alternate: Marta Keane, Recycling Specialist)
Will County – Land Use
58 E. Clinton Street
Joliet, IL 60432
Phone: (815) 727-8834
E-Mail: mkeane@willcountygreen.com

If to the CITY OF AURORA:

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Mayor of Aurora (Alternate: Ruthy Harris)
44 E. Downer Place Aurora, IL 60505
Phone: (630) 256-3004
E-mail: harrisr@aurora.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

CITY OF AURORA

By _____
County Executive Jennifer Bertino-Tarrant
Attest:

By _____
Richard C. Irvin, Mayor of Aurora

By _____
County Clerk Lauren Staley Ferry

By _____
Jennifer Stallings City Clerk

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EXHIBIT 1.

Residential Electronics Accepted
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 Dehumidifiers
NO Appliances