



CHAMPAIGN COUNTY BOARD
ENVIRONMENT and LAND USE COMMITTEE (ELUC) ADDENDUM
County of Champaign, Urbana, Illinois
Thursday, February 5, 2015 - 6:30 p.m.

Lyle Shields Meeting Room
Brookens Administrative Center
1776 E. Washington St., Urbana

IX. Items to be Recommended to the County Board

- C. Proposed Intergovernmental Cost-Sharing Agreement for the 2015 Countywide Residential Electronics Collections
- D. Proposed Agreement between Contractor, Coordinator and Host Site for the 2015 Countywide Residential Electronics Collections

DATE: February 2, 2015

TO: Environment and Land Use Committee

FROM: Susan Monte, RPC Planner

RE: Proposed Intergovernmental Cost-Sharing Agreement for
the 2015 Countywide Residential Electronics Collections

ACTION REQUEST: Approve

Please review and approve the proposed Intergovernmental Cost-Sharing Agreement (attached) for the two Countywide Residential Electronics Collections to be held during 2015.

Attachment:

- A Intergovernmental Cost-Sharing Agreement between the County of Champaign, the City of Champaign, the City of Urbana, and the Village of Savoy for the 2015 Countywide Residential Electronics Collections

AN INTERGOVERNMENTAL AGREEMENT

2015 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS
COST-SHARING AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN, THE CITY OF
CHAMPAIGN, THE CITY OF URBANA, AND THE VILLAGE OF SAVOY

THIS AGREEMENT is made and entered by and between the County of Champaign and the following Illinois municipal corporations: the City of Champaign, the City of Urbana, and the Village of Savoy, effective on the last date signed by a party hereto. The foregoing entities will hereafter be noted as “the parties.”

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

WHEREAS, the parties find it to be most cost effective to mutually combine efforts and to share in the costs associated with the two Countywide Residential Electronics Collection Events to be held in calendar year 2015 (hereinafter referred to as “events”) at Parkland College campus in Champaign, Illinois. These costs include:

- a logistics fee of \$2,000 per event held to be charged by Advanced Technology Recycling (hereinafter referred to as “contractor”); and
- cost of the traffic patrol services to be provided by two traffic patrol officers per event held, with the total cost for traffic patrol services not to exceed \$600 per event.

WHEREAS, the cost contribution required of each party is provided in this Agreement;

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

Section 1. Purpose

- 1-1. This Agreement outlines a cost-sharing arrangement between the parties for the purpose of:
- a) paying a logistics fee of \$2,000 to the contractor per each event held at Parkland College, Champaign, Illinois; and
 - b) paying the cost of the traffic patrol services to be provided by two traffic patrol officers per each event held, with the total cost for traffic patrol services not to exceed \$600 per event held.

Section 2. Terms

- 2-1. The terms of this Agreement shall be from the date last signed by the parties until 60 days following the final event, unless amended by agreement.

Section 3. Responsibilities

- 3-1. The parties understand and agree that of the parties to this Agreement, only the County of Champaign shall enter into a contract with the contractor to remove the electronic items collected during the events from the facility. However, the County of Champaign shall be entering into said contract on behalf of the other parties as well, and Champaign County agrees

Intergovernmental Agreement: 2015 Countywide Residential Electronics Collection Events Cost Sharing

that it shall not enter into said contract unless it specifically names the other parties to this agreement as third party beneficiaries of that contract. Champaign County shall obtain approval of the form of said contract with the contact from each of the parties to this Agreement prior to executing said contract.

- 3-2. Each party is responsible for contributing the amount of money specified in Section 4 (Cost - Sharing) of this Agreement.
- 3-3. Each party is also responsible for coordinating information requests from the other parties in a timely manner.

Section 4. Cost Sharing

- 4.1 The parties agree to share total costs not to exceed \$2,600 per event held in 2015, as shown in Table 4.1:

Table 4.1

Event Date	Champaign County Share	City of Champaign Share	City of Urbana Share	Village of Savoy Share	Maximum Total Cost
April 11, 2015	\$475	\$1,100	\$950	\$75	\$2,600
October 10, 2015	\$475	\$1,100	\$950	\$75	\$2,600

Section 5. Invoices and Payments

- 5.1 To facilitate payment for services described in Section 1.1 of this Agreement, following each event held and within 30 days upon receipt of an invoice from the Champaign County Recycling Coordinator, each party agrees to provide its share of funds as shown in Table 4.1, payable to ‘Champaign County’ to the attention of Susan Monte, Champaign County Regional Planning Commission, 1776 E. Washington Street, Urbana, IL 61802.

Section 6. Amendments.

This agreement may be amended only in writing signed by all parties.

Section 7. Survival of Provisions.

Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

Intergovernmental Agreement: 2015 Countywide Residential Electronics Collection Events Cost Sharing

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CHAMPAIGN COUNTY

CITY OF CHAMPAIGN
An Illinois Municipal Corporation

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

State's Attorney's Office

City Attorney

CITY OF URBANA
An Illinois Municipal Corporation

VILLAGE OF SAVOY
An Illinois Municipal Corporation

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Village Attorney

DATE: February 2, 2015

TO: Environment and Land Use Committee

FROM: Susan Monte, RPC Planner

RE: Proposed Agreement between Contractor, Coordinator and Host Site
for the 2015 Countywide Residential Electronics Collections

ACTION REQUEST: Approve

Please review and approve the attached proposed Agreement between Contractor, Coordinator, and Host Site for two Countywide Residential Electronics Collections to be held during 2015.

Attachment:

- A Agreement between Contractor, Coordinator, and Host Site for 2015 Countywide Residential Electronics Collections

**CONTRACTOR, COORDINATOR, AND HOST SITE AGREEMENT
2015 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTIONS**

This Agreement is made as of the date below the signature of the last entity to sign it, by and between CHAMPAIGN COUNTY, ILLINOIS, PARKLAND COLLEGE, and B&K TECHNOLOGY SOLUTIONS DBA ADVANCED TECHNOLOGY RECYCLING. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2015 Countywide Residential Electronics Collection Events ("Coordinator"), B&K Technology Solutions dba Advanced Technology Recycling ("Contractor"), and Parkland College ("Host Site"), signify acceptance of the terms of this Agreement. The Host Site location is: Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

Section 1. Term

This Agreement is for services to be provided in conjunction with the two Countywide Residential Electronics Collections which are scheduled to occur on April 11, 2015 and October 10, 2015.

Section 2. Collection Event Schedule

- 2-1. Two Countywide Residential Electronics Collections in 2015 are scheduled to occur on Saturday, April 11, 2015, and Saturday, October 10, 2015.
- 2-2. The advertised hours of each collection event will be 8:00 a.m. to 12:00 noon.

Section 3. Access to Host Site

- 3-1. The Coordinator, event staff, and Contractor will have access to the Host Site premises after noon on the Friday prior to each event for purposes of setting up.
- 3-2. On the day of the event, the Coordinator, event staff and volunteers, and Contractor will have access to the Host Site premises from 6:00 a.m. to 5:00 p.m.
- 3-3. Access to the Host Site premises shall be limited to access to a classroom and restroom facilities in the Applied Technology Center (T Building) for use by the event staff and volunteers and Contractor's employees and volunteers as a break room station. Event staff may stock the area with coffee, water, and other non-alcoholic drinks and food snacks. Event staff and volunteers will be responsible for cleaning up the area after the event is concluded and will vacate the premises by 5:00 p.m. on the day of the event.

Section 4. Coordinator

- 4-1. The Coordinator, assuming the continued assistance of participating municipal event sponsors, agrees to:
 - a) pay the Contractor a flat rate logistics fee of \$2,000 per event held;
 - b) participate in promotion and advertisement for the collection events; and
 - c) provide sufficient volunteer labor at each collection event to:
 - 1) safely direct vehicles through the collection area;
 - 2) pick up on-site trash and recyclable cardboard, paper, styrofoam generated during the collection event, and sort these items into designated on-site containers; and
 - 3) unload vehicles dropping off items, and sort these items into gaylord boxes or to designated areas onsite, following agreed-upon sorting guidelines provided by the Contractor prior to each collection event.

Section 5. Contractor Services to be Provided

- 5-1. The Contractor agrees to provide recycling and refurbishing services for the planned collection events. These collection events will take place at the Host Site premises of Parkland College located at 2400 W. Bradley Avenue, Champaign, Illinois. Area wide residents will drop off electronics waste at Lot M-4 of Parkland College premises on the dates and times indicated in Section 2.
- 5-2. The Contractor declares, as mentioned in the proposal, that it is an R2 certified company.
- 5-3. At no cost to the Host Site, and for a flat-rate logistics charge of \$2,000 to the Coordinator per event held, the Contractor agrees to accept for processing and recycling the following accepted items (working and non-working):

Computer components:

- Computers, printers, copiers, monitors, keyboards, speakers, mice, cables, PDAs
- Software, CDROM/floppy disks, UPS, tablet computers
- Computer parts including but not limited to: circuit boards, hard drives, optical drives, power supplies, ribbon cables, RAM
- Networking equipment, hubs, switches, routers, cables, modems, scanners
- Ink cartridges

Communication Devices and Other Office Electronics:

- Cash registers, typewriters, adding machines, calculators
- Copiers, duplicators, voice recorders
- Label makers
- Portable power banks and coin counters
- Telephones, PBX systems, answering machines, fax machines,
- CB radios, ham radios, cell phones, pagers, Black Berry/ Palm Units, GPS units, Bluetooth serial port adapter
- Rechargeable batteries, battery chargers and adapters, surge strips
- Video recorders, video monitors, security systems, walkie-talkies

Entertainment:

- Television, VCRs, Radios, stereo equipment, tape recorders, record players, remote controls, MP3 players, compact disc players, e-readers
- Electronic toys, amplifiers, electronic keyboards
- Hand-held gaming devices, game consoles, Walkmans, sewing machines
- Digital cameras, camcorders

Miscellaneous:

- cables/cords/wire

- 5-4. The Contractor will not accept the following unaccepted items:

- Refrigerators, dehumidifiers, air conditioners and other Freon-bearing devices
- Stoves, washer/dryers, garbage compactors, dishwashers
- Fluorescent lighting, ballast and other devices containing PCBs
- Medical waste
- Thermostats, fire detectors

- Alkaline batteries, other than installed in equipment
 - Household hazardous waste
 - Gas powered equipment and lawn equipment
 - Vacuum cleaners
 - Desk/Office furniture or lighting
 - Can openers, toaster ovens, coffee makers, digital (non-mercury) thermometers, digital kitchen scales and other small appliances
 - Window fans, microwaves
 - Electric motors
 - Electronic exercise equipment
- 5-5. The Contractor will supply sufficient employees for each collection event and will be responsible for all onsite stacking, shrink-wrapping, loading and transporting off-site of all items collected.
- 5-6. The Contractor will accept and recycle all recyclable materials (e.g., cardboard) generated at each collection event.
- 5-7. The Contractor will provide proof of insurance requested as part of the contractual service agreement with the Coordinator and the Host Site, with Champaign County, Parkland College, City of Urbana, City of Champaign, and Village of Savoy listed as additional insured.
- 5-8. Before each event, the Contractor staff will provide instruction to the collection event organizer regarding requested day-of-event onsite separation, sorting and packaging of collected electronics waste by volunteers.
- 5-9. The Contractor agrees to provide, at no charge, and set up a sufficient amount of pallets, shrink-wrap and gaylord boxes at the Host Site site prior to the beginning of each scheduled collection event.
- 5-10.
- a) The Contractor agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, to be provided at the Host Site on the day of each collection event no later than 7:00 a.m.
 - b) All volunteers and employees of the Coordinator and Contractor shall comply with requests from the Host Site's representative on site pertaining to safety of people, property, and equipment and use of the Host Site.
- 5-11.
- a) The Contractor agrees to secure, remove, transport, and process all materials collected at the Host Site pursuant to the *Illinois Electronic Products Recycling and Reuse Act*.
 - b) The Contractor agrees to remove and/or securely store all materials collected at each collection event by 5 p.m. on the day of the collection event within semitrailers or trucks located in Parking Lot M-4 of Host Site. The Contractor agrees to remove and transport

all materials collected at each collection event and securely stored within semi-trucks and/or trucks in Parking Lot M-4 of the Host Site by 10 a.m. on the Monday immediately following each collection event. The Contractor further agrees that if it fails to remove materials collected and stored at the Host Site by the deadline established in this paragraph, the Contractor will pay a late fee of \$500 per day, commencing the Monday immediately following each collection event, and continuing until the removal of the stored materials. The Contractor shall pay any late fees due pursuant to this Paragraph to Parkland College, Attn.: James Bustard, Physical Plant Director, Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

- 5-13. Reporting/Documentation of E-waste: The Contractor will provide the Coordinator with a receiving report that includes volumes/pounds, description, service date, manifest number for the items collected, within 30 days of each collection event.

Section 6. Data Security Requirements

- 6-1. All electronics materials brought to the Countywide Residential Electronics Collection events shall immediately become the property of the Contractor. No Coordinator, Host Site staff, or event volunteers shall take any electronics materials. All electronics materials will be brought back to the Contractor's facility in Pontiac, Illinois for further processing.
- 6-2. In order to ensure confidentiality and destruction of information or data remaining on hard drives or other electronics equipment that is dropped by residents at each event, the Contractor shall meet or exceed the requirements and standards indicated in the *Illinois Electronic Products Recycling and Reuse Act* regarding data security.
- 6-3. The Coordinator and Host Site assume no responsibility for information left on any hard drive.

Section 7. Employment Issues

- 7-1. The Contractor agrees that it is an independent Contractor. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of either the Coordinator or the Host Site and any money received by the Contractor pursuant to this Agreement does not constitute compensation paid to an employee.
- 7-2. Neither the Coordinator nor the Host Site assumes liability for actions of the Contractor or its subcontractors under this Agreement. The Contractor shall maintain sufficient supervision and control of its operation to ensure that services enumerated herein shall be performed in a good and professional manner at all times. The Contractor is responsible for paying the payroll taxes and any employee benefits that the Contractor utilizes for this event.

Section 8. Licenses and Related Laws

- 8-1. The Contractor, by signing this Agreement, warrants that the Contractor, its employees, and its Contractors which will perform services requiring a license, will have and maintain any required license. However, the Contractor may meet the license requirement through use of a subcontractor; provided however, the Contractor's use of a subcontractor in that circumstance does not relieve the Contractor of any obligations under the Agreement.

- 8-2. The Contractor agrees that it will comply with all applicable laws, ordinances and regulations of any kind whatsoever in the performance of this Agreement.

Section 9. Liability and Insurance: Coordinator

- 9-1. The Coordinator agrees to assume all risk of loss and to indemnify and hold the Contractor and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, 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 the Coordinator's or its subcontractor's negligent or intentional acts or omissions.
- 9-2. The Coordinator further agrees to maintain adequate insurance to protect the Contractor and the Host Site against such risks. The Coordinator shall carry public liability, casualty and auto insurance in sufficient amount to protect the Contractor and the Host Site from liability for acts of the Coordinator. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Coordinator shall carry Worker's Compensation Insurance in amount required by laws.
- 9-3. The Coordinator assumes full responsibility for and shall indemnify the Contractor and Host Site for all loss or damage of whatsoever kind and nature to any and all Contractor and Host Site property resulting from the negligent acts or omissions of the Coordinator or any employee, agent, or representative of the Coordinator or its subcontractor. The Coordinator shall do nothing to prejudice the Contractor's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Contractor or Host Site) property, and shall upon request and at the Contractor's or Host Site's expense, furnish to the Contractor or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Contractor or Host Site in obtaining recovery.
- 9-4. All electronics materials brought to the Countywide Residential Electronics Collection events shall immediately become the property of the Contractor for transport off the Host Site premises for further processing. No Coordinator staff, Host Site staff, or event volunteers shall take any electronics materials.
- 9-5. The Coordinator shall provide the Contractor and Host Site with proof of such insurance by April 1, 2015.

Section 10. Liability and Insurance: Contractor

- 10-1. The Contractor agrees to assume all risk of loss and to indemnify and hold the Coordinator and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, 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 the Contractor's or its subcontractor's negligent or intentional acts or omissions.

- 10-2. The Contractor further agrees to maintain adequate insurance to protect the Coordinator and the Host Site against such risks. The Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the Coordinator and the Host Site from liability for acts of the Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Contractor shall carry Worker's Compensation Insurance in amount required by laws.
- 10-3. The Contractor assumes full responsibility for and shall indemnify the Coordinator and Host Site for all loss or damage of whatsoever kind and nature to any and all Coordinator and Host Site property resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or its subcontractor. The Contractor shall do nothing to prejudice the Coordinator's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Coordinator or Host Site) property, and shall upon request and at the Coordinator's or Host Site's expense, furnish to the Coordinator or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Coordinator or Host Site in obtaining recovery.
- 10-4. The Contractor shall provide the Coordinator and Host Site with proof of such insurance by April 1, 2015.

Section 11. No Smoking or Alcohol on Grounds

The Contractor and Coordinator shall abide by the Host Site rules with regard to the use of the Host Site, including the provision that calls for no smoking on the Host Site and no alcohol to be available on the Host Site.

Section 12. Damage to Premises

- 12-1. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Contractor's use of the premises, or that of Contractor's employees or agents, then the Contractor shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Contractor's activities. Upon repair, Contractor shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without notice to the Contractor or Coordinator.
- 12-2. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Coordinator's use of the premises, or that of Coordinator's employees or agents, visitors, volunteers, members of the public who drop off recycling, and vendors engaged by Coordinator; then Coordinator shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Coordinator's

activities. Upon repair, Coordinator shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without notice to Coordinator or Contractor.

Section 13. Dangerous Materials

The Coordinator or Contractor shall not keep or have on the Host Site premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the subject premises or that might be considered hazardous or extra hazardous by an insurance company.

Section 14. Subordination of Agreement

This Agreement and Coordinator's and Contractor's Agreement interests hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the subject premises by Host Site, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

Section 15. Time of the Essence

Time is of the essence of each and every provision hereof.

Section 16. Abandonment

If at any time during the term of this Agreement, the Contractor abandons the Host Site premises or the property it collects during a countywide residential electronics collection event, Host Site may, at Host Site's option, without being liable for any prosecution therefore, and without becoming liable to Contractor for damages or any payment of any kind whatever, consider any personal property belonging to Contractor and left on the premises to also have been abandoned, in which case Host Site may keep or dispose of all such personal property in any manner Host Site shall deem proper and is hereby relieved of all liability for doing so. Abandonment of the premises will have occurred if Host Site cannot obtain a decision by Contractor regarding the removal and disposal of the recycling materials within seven days following each event that occurs during 2015.

Section 17. Contact Information

Contact information for the Coordinator is as follows:

Name: Champaign County
Address: 1776 E. Washington Street, Urbana, Illinois 61802
Contact person: Susan Monte
Title: Champaign County Recycling Coordinator
Contact's work phone: 217-328-3313; Contact's cell phone: 217-778-7214

Contact information for the Contractor is as follows:

Name: B&K Technology Solutions dba Advanced Technology Recycling
Address: 601 E. Prairie Street, Pontiac, IL 61764
Contact Person: Ray Magee
Title: Business Development Manager
Contact's work phone: 815-844-7779; Contact's cell phone: 815-674-6715

Contact information for the Host Site is as follows:

Name: Parkland College Community College

Address: 2400 West Bradley Avenue, Champaign, IL 61821

Contact Person: James Bustard

Title: Physical Plant Director

Contact's work phone: 217-351-2211 extension 108

Section 18. Choice of Law

18-1. This Agreement and the Contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws.

18-2. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 19. Agreement Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Changes

The Coordinator, Host Site, or Contractor, 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 all parties shall be incorporated only in written amendments to this Agreement.

Section 21. Termination

21-1. This Agreement may be terminated, for any or no reason, at the option of any party upon 60 days written notice to the other party.

21-2. Notwithstanding the foregoing, the obligations of the Contractor under Section 22 of this Agreement shall survive and not be affected by any termination of this Agreement or by its expiration.

Section 22. Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the Coordinator, Host Site and Contractor, arising out of or relating to this Agreement or the breach thereof shall be initiated in the Circuit Court of Champaign County, Illinois. Each party shall be responsible for its own attorney's fees and costs.

Section 23. Successors and Assigns

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Coordinator, Contractor and Host Site, respectively and their partners, successors, assigns, and legal representatives. No party to this Agreement shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

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

Agreement Between Contractor, Coordinator, and Host Site

In witness hereof, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

Contractor: Barbara Ehresman, Chair/CEO
B&K Technology Solutions dba
Advanced Technology Recycling

Date

Coordinator: Patti Petrie, County Board Chair
Champaign County, Illinois

Date

Host Site: James Bustard, Physical Plant Director
Parkland College

Date