

AN INTERGOVERNMENTAL AGREEMENT

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 four planned Countywide Residential Electronics Collection Events to be held in calendar year 2010 (hereinafter referred to as "events"). These costs include:

- facility leasing cost for the events; and
- cost to be charged by Advanced Technology Recycling (hereinafter referred to as "contractor") for non-CED and non-EED items inadvertently collected at each event and subsequently accepted by the contractor that weigh in over the agreed upon designated minimum non-CED and non-EED item threshold of 200 pounds per each 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. Definitions.

Unless the context requires otherwise, the terms below shall have the meanings assigned to them as follows:

- A) "Party or parties" means the County of Champaign, the City of Champaign, the City of Urbana, and/or the Village of Savoy.
- B) "CED", as per Illinois Public Act 95-0959, is a "covered electronic device". A "CED" is defined in the Act as: " .. any computer, computer monitor, television, or printer that is taken out of service from a residence in this State regardless of purchase location.
"Covered electronic device" does not include any of the following:
- 1) an electronic device that is a part of a motor vehicle or any component part of a motor vehicle assembled by or for a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle;
 - 2) an electronic device that is functionally or physically part of a larger piece of equipment or that is taken out of service from an industrial, commercial (including retail), library checkout, traffic control, kiosk, security (other than household security), governmental, agricultural, or medical setting, including but not limited to diagnostic, monitoring, or control equipment; or
 - 3) an electronic device that is contained within a clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, water pump, sump pump, or air purifier."
- C) "EED", as defined in Illinois Public Act 95-0959, is an "eligible electronic device". An "EED" means any of the following electronic products taken out of service from a residence in this State regardless of purchase location: mobile telephone; computer cable, mouse, or keyboard; stand-alone facsimile machine; MP3 player; portable digital assistant (PDA); video game console, video cassette recorder/player, digital video disk player, or similar video device; zip drive; or scanner.

Section 2. Purpose.

This Agreement outlines a cost-sharing arrangement between the parties for the purpose of:

- 1) leasing a portion of The News Gazette Distribution Center facility located at 3202 Apollo Drive, Champaign, Illinois, hereinafter referred to as "facility", for the events; and
- 2) paying the cost by the contractor for any non-CED and non-EED items inadvertently collected and subsequently accepted by the contractor at each event that weighs in over the designated minimum non-CED and non-EED item threshold of 200 pounds per each event.

Section 3. Terms

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 4. Responsibilities

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 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.

Each party is responsible for contributing the amount of money specified in *Section 5. Cost - Sharing* of this Agreement.

Each party is also responsible for coordinating information requests from the other parties in a timely manner.

Section 5. Cost Sharing

5.1 Facility Leasing Cost

The parties agree to share the costs of leasing the premises at 3202 Apollo Drive from The News Gazette, Inc for the events as shown in the following table:

Individual Event Leasing Cost		Champaign County Share	City of Champaign Share	City of Urbana Share	Village of Savoy Share
Event 1	\$1,500	\$484	\$483	\$483	\$50
Event 2	\$1,500	\$484	\$483	\$483	\$50
Event 3	\$1,500	\$483	\$484	\$483	\$50
Event 4	\$1,500	\$483	\$483	\$484	\$50
Total	\$6,000	\$1934	\$1933	\$1933	\$200

5.2 Potential Charge from Contractor for Non-CED and Non-EED Items Collected and Accepted by the Contractor

A priority both prior to and at each event will be to minimize the inadvertent collection and acceptance by the contractor of non-CED and non-EED items. Onsite event staff and volunteers will be instructed to be vigilant and work toward minimizing the inadvertent collection and acceptance of non-CED and non-EED items by the contractor.

If a per-event threshold of 200 pounds of non-CED and non-EED items collected and accepted at no cost by the contractor is reached, thereafter the contractor will charge a rate of 25 cents a pound for such non-CED and non-EED items collected and accepted by the contractor. A total of \$2,000 is presently budgeted to provide for such potential cost. This means that \$500 is budgeted per each event toward the potential contractor charge for up to 2,000 pounds of non-CED and non-EED items collected and accepted beyond the allowable no-cost threshold of 200 pounds for such items. This potential cost would be shared proportionately by parties as shown in the following table:

		Champaign County (27%)	City of Champaign (34%)	City of Urbana (34%)	Village of Savoy (5%)
Event 1	\$500	\$135	\$170	\$170	\$25
Event 2	\$500	\$135	\$170	\$170	\$25
Event 3	\$500	\$135	\$170	\$170	\$25
Event 4	\$500	\$135	\$170	\$170	\$25
Total	\$2,000	\$540	\$680	\$680	\$100

Should more than 2,200 pounds per event of non-CED and non-EED items be collected and accepted by the contractor, that expense would be borne proportionately by the parties, as follows:

Champaign County (27%)	City of Champaign (34%)	City of Urbana (34%)	Village of Savoy (5%)
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5.3 Invoices and Payments

Each party agrees to pay its respective proportional cost for leasing the facility, within 30 days following each event, directly to: Amy George, Director of Market Development and Special Projects, P.O. Box 677, Champaign IL 61824-0677.

Each party agrees to pay its potential, respective proportionate cost for non-CED and non-EED items collected and accepted by the contractor, under the circumstances described in Section 5.2 of this Agreement, within 30 days upon receipt of an invoice from the contractor, to the attention of Ken Ehresman at: Advanced Technology Recycling, 601 E. Prairie Street, Pontiac, IL 61764.

Section 6. Amendments.

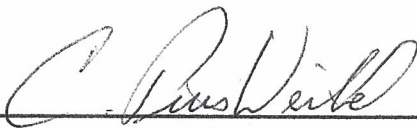
This agreement may be amended only in writing signed by all parties.

Section 7. Survival of Provisions.

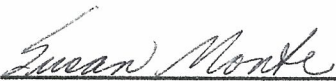
Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

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

CHAMPAIGN COUNTY

By: 

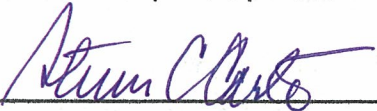
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ATTEST: 

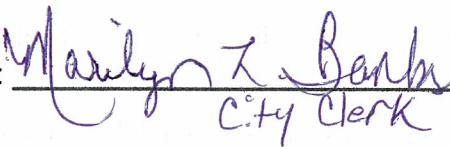
APPROVED AS TO FORM:


State's Attorney's Office

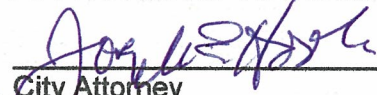
CITY OF CHAMPAIGN
An Illinois Municipal Corporation

By: 


Date: 2-9-2010

ATTEST: 
City Clerk

APPROVED AS TO FORM:


Asth. City Attorney

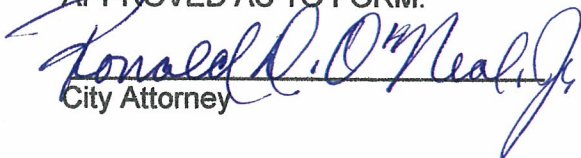
CITY OF URBANA
An Illinois Municipal Corporation

By: 

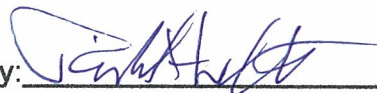
Date: 2/5/10

ATTEST: _____

APPROVED AS TO FORM:


City Attorney

VILLAGE OF SAVOY
An Illinois Municipal Corporation

By: 

Date: 2-4-10

ATTEST: 

APPROVED AS TO FORM:


Village Attorney