

AN INTERGOVERNMENTAL
AGREEMENT

2019 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 into 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.* enable 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 Residential Electronics Collection events to be held on May 18, 2019 and October 12, 2019 (each, hereinafter, referred to as an "event") at the Parkland College campus in Champaign, Illinois, utilizing the services of the electronics recycling contractor company A-Team Recyclers as Collector for these events.

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 administering the 2019 Residential Electronics Collection events. Costs will include:
- a) Payment of a one-time flat-rate collection fee of \$13,000 per event to A-Team Recyclers due by the end of the day on the date of each event.
 - b) Payment of a potential shortfall charge, prorated and not to exceed \$600 per shipment from each event, to be assessed if the average net weight of all semitrailers arranged for by A-Team Recyclers and loaded at the event by A-Team Recyclers, is below 18,000 pounds. This agreement estimates that two potential shortfall incidents take place per event.
 - c) Payment of a charge by A-Team Recyclers of 20 cents per pound for non-Covered Electronics Devices (non-CEDs) received at each event, except for a category of non-CEDs that are designated as "Parts" by A-Team Recyclers that includes loose wires (e.g., extension cords, surge protectors, cables); Christmas lights; all phone types and phone accessories; digital cameras/mini-cams; digital projectors; credit card readers; telecom equipment; uninterrupted power supplies (e.g., battery backups, chargers); rechargeable batteries; networking equipment (e.g., switches, routers, hubs, modems); external drives; circuit boards; and ferrous and non-ferrous metals. A-Team Recyclers estimates that the maximum cost of non-CEDs per event will total \$4,500, and advises that the \$4,500 cost may be significantly reduced by actions of the parties at each event to sort and separately dispose of or recycle three types of non-CEDs

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received: wooden speakers; microwaves; and larger portable appliances. (Attachment A includes the definition of 'Covered Electronics Device' from the Consumer Electronics Recycling Act (415 ILCS 151/1-5)).

- d) Payment for traffic patrol services to be provided by one City of Champaign traffic patrol officer at each event, with the total cost for traffic patrol services not expected to exceed \$375 per event.
- e) Allowing for an additional 10 percent contingency amount of total fees paid pursuant to 1-1.b), 1-1.c), and 1-1.d) above, to be included in the maximum total amount per event.

Section 2. 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 of the parties.

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 collector who will accept, sort, package, and load the residential electronics items collected during the event from the host site. 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.
- 3-2. Each party is responsible for contributing its share of the total costs for the events under this Agreement, according to the percentages and up to the maximums 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, according to the percentages shown in Table 4.1, total costs not to exceed \$19,683 for each event:

Table 4.1

Event Date	Champaign County Maximum Share (% of total)	City of Champaign Maximum Share (% of total)	City of Urbana Maximum Share (% of total)	Village of Savoy Maximum Share (% of total)	Maximum Total Cost
May 18, 2019	\$6,102 (31)	\$8,464 (43)	\$4,330 (22)	\$787 (4)	\$19,683
October 12, 2019	\$6,102 (31)	\$8,464 (43)	\$4,330 (22)	\$787 (4)	\$19,683

Section 5. Invoices and Payments

To facilitate payment for services described in Section 1.1 of this Agreement, following each event held and within 30 days of receipt of an invoice from the Champaign County Recycling

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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 Department of Planning and Zoning, 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.

Section 8. Indemnification by Parties.

Each party to this Agreement agrees to assume all risk of loss and to indemnify and hold each other party, 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 the a party's or its subcontractor's negligent or intentional acts or omissions in connection with performance of this Agreement.

Section 9. Survival of Indemnity Obligations.

The parties agree that all mutual indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Section 10. Enforceability of Agreement.

This Intergovernmental Agreement shall not become binding or enforceable unless and until (i) the County of Champaign, the City of Champaign, the City of Urbana, and the Village of Savoy have executed the same, and (ii) the County of Champaign has entered into a binding an enforceable agreement with A-Team Recyclers that includes substantially similar cost and payment terms and conditions as described in Section 1-1 of this Intergovernmental Agreement and with no party becoming obligated, without such party's written consent otherwise, to contribute an amount that is greater than five percent (5%) of that party's respective contribution amount as described in Section 4.1, Table 4.1.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

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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: *Dulene Akseper*

By: *Christy D. David*

Date: *2/22/19*

Date: *3/15/19*

ATTEST: *Kay Rhoads*

ATTEST: *Shannon Myers*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
State's Attorney's Office

[Signature]
Asst. City Attorney

CITY OF URBANA
An Illinois Municipal Corporation

VILLAGE OF SAVOY
An Illinois Municipal Corporation

By: *Carol G. Ritter*

By: *RW Adt*

Date: *3-4-19*

Date: *3-7-2019*

ATTEST: *[Signature]*

ATTEST: *Billie J. Krueger*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
City Attorney

[Signature]
Village Attorney



Definition of 'Covered Electronics Device'
From the Consumer Electronics Recycling Act (415 ILCS 151/1-5)

"Covered electronic device" or "CED" means any computer, computer monitor, television, printer, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player that has memory capability and is battery powered, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server sold at retail. "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. To the extent allowed under federal and State laws and regulations, a CED that is being collected, recycled, or processed for reuse is not considered to be hazardous waste, household waste, solid waste, or special waste.

"Covered electronic device category" or "CED category" means each of the following 8 categories of residential CEDs:

(1) computers and small-scale servers;

(2) computer monitors;

(3) televisions;

(4) printers, facsimile machines, and scanners;

(5) digital video disc players, digital video disc recorders, and videocassette recorders;

(6) video game consoles;

(7) digital converter boxes, cable receivers, and satellite receivers; and

(8) electronic keyboards, electronic mice, and portable digital music players that have memory capability and are battery powered.