



CHAMPAIGN COUNTY BOARD
COMMITTEE OF THE WHOLE – Highway/Facilities/ELUC Addendum
County of Champaign, Urbana, Illinois
Tuesday, March 1, 2011 – 6:00 p.m.

Lyle Shields Meeting Room, Brookens Administrative Center
1776 East Washington Street, Urbana, Illinois

Page Number

VII. Highway & Transportation:

B. County Engineer

6. Resolution of Support for the “Green Alignment” Lincoln Avenue Connection to Olympian Drive (*To Be Distributed*)

IX. Environment & Land Use

E. Other Business

2. Amendments to the Existing Contractor & Lease Agreement for the 2010 & 2011 Countywide Residential Electronics Collections

*1-7

Date: February 24, 2011

To: Champaign County Board Committee of the Whole Members

From: Susan Monte, County Recycling Coordinator

Regarding: Amendments to the Existing Contractor Agreement and Lease Agreement for the 2010 and 2011 Countywide Residential Electronics Collections

Request: Approve Proposed Amendments

The February 10, 2011 Committee of the Whole meeting packet included an update regarding the proposed cost savings to the County and cities that have partnered to facilitate the upcoming quarterly 2011 Countywide Residential Electronics Collections. The recycling contractor for the collections (Vintage Tech Recyclers, Inc.) has offered to assume responsibility for most costs associated with holding the 2011 collections that were previously the responsibility of the County and partnering cities. The costs that the recycling contractor proposes to now be responsible for include: forklift costs, police patrol, leasing of the facility, and other miscellaneous expenses. This proposed change will result in a cost savings of approximately \$2,000 to the County.

Amendments to the County Agreement with the contractor and with the host site (The News Gazette Distribution Center) and an Amendment to the Lease Agreement to reflect this proposed change are provided as attachments for your review.

An online copy of the executed Lease Agreement is available at:

<http://www.co.champaign.il.us/contracts/RecyclingLeaseAgreement.pdf>

An online copy of the executed Contractor Agreement is available at:

<http://www.co.champaign.il.us/contracts/RecyclingRefurbishingServicesAgreement.pdf>

Attachments: Amendment to Lease
Amendment to Agreement

**AMENDMENT TO THE LEASE FOR 2010 AND 2011
COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS**

This Amendment is to the 'Lease for 2010 and 2011 Countywide Residential Electronics Collection Events' entered into by the parties on May 4, 2010. Unless otherwise indicated in this Amendment, all provisions of that Agreement will remain in full force and effect.

This Amendment is made as of the date below the signature of the last entity to sign it, by and between THE NEWS-GAZETTE, INC. (hereinafter referred to as "Lessor"), the CITY OF URBANA, the CITY OF CHAMPAIGN, the VILLAGE OF SAVOY, CHAMPAIGN COUNTY (hereinafter referred to jointly as "Lessee"), and VINTAGE TECH RECYCLERS, INC. (hereinafter referred to as "Contractor").

The parties agree that the following amendments should be made to that Lease:

USE OF LESSOR'S EQUIPMENT AND PERSONNEL

The Lessee's recycling contractor may use motorized travel vehicles (MTVs) or forklifts owned by Lessor during the event. The Lessee must notify Lessor of the Lessee's recycling contractor's intent to do so 20 days prior to the event. If used, the following fees shall apply regardless of whether the equipment is used for all or part of the day:

MTV - \$150/day
Forklift - \$200/day

If Lessee's recycling contractor engages its own employees to operate Lessor's equipment, the Lessee's recycling contractor must provide documentation showing that the employees have a valid operating engineer's license; a valid driver's license; and any other required certification in the State of Illinois. If Lessee's recycling contractor uses Lessor's employees to operate equipment or perform any other labor that should be performed by the Lessee's recycling contractor, the Lessee's recycling contractor shall be charged at the rate of \$25/hour per person for labor.

STANDARD OPERATING RULES

1. Volunteers. Volunteers coordinated through the Lessee shall be engaged to help unload customer's vehicles, stack pallets with recycled materials, wrap pallets, and perform other activities as directed by the onsite representatives of the Lessee. Volunteers will not be used to operate any material moving equipment such as forklifts and MTVs. Volunteers will remain outside of the path of the material moving equipment both inside and outside the NG Distribution Center.

2. Employees. The Lessee's recycling contractor will provide employees that are qualified to safely operate material moving equipment such as forklifts and MTVs, and utilize only those employees who a valid operating engineer's license; a valid driver's license; and any other required certification in the State of Illinois to operate the forklifts and MTVs.

A sufficient number of recycling contractor's employees shall remain on site and working to complete the job of properly stacking recycled materials inside the NG Distribution Center on the day of the collection.

3. NG Personnel. If NG personnel must perform work that is the responsibility of the Lessee or its recycling contractor, either on the day of the collection or on subsequent days, the Lessee will be charged for labor and equipment costs in accordance with the contract.

4. NG Instructions. All volunteers and employees of the Lessee and their recycling contractor shall comply with requests from the NG's representative on site pertaining to safety of people, property and equipment, use of NG equipment, and use of the NG Distribution Center.

5. Operations. Throughout the day of the event, once a pallet of recycled materials is wrapped and ready for transport, the forklift operator shall take the pallet to the SE dock doors of the NG Distribution Center. From there, the materials will be immediately taken and stacked in the appropriate location inside the building.
No other entryway to the facility will be used to bring recycled materials into the NG Distribution Center.

In witness hereof, the parties have executed this Amendment at Champaign County, Illinois, on the dates noted below.

Contractor: Karrie Gibson, President Vintage Tech Recyclers, Inc.	Date
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Host Site: John Foreman, President The News Gazette, Inc.	Date
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Lessee: Champaign County by C. Pius Weibel, County Board Chair	Date
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Lessee: City of Champaign by Steven C. Carter, City Manager	Date
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Lessee: City of Urbana by William R. Gray, Public Works Director	Date
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Lessee: Village of Savoy by Richard E. Helton, Village Manager	Date
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AMENDMENT

This Amendment is to the 'Agreement Regarding Provision of Recycling and/or Refurbishing Services for the 2010 and 2011 Countywide Residential Electronics Collection Events' entered into by the parties on May 4, 2010. Unless otherwise indicated in this Amendment, all provisions of that Agreement will remain in full force and effect.

This Amendment is made as of the date below the signature of the last entity to sign it, by and between THE NEWS-GAZETTE, INC. (hereinafter referred to as "Host Site"), CHAMPAIGN COUNTY (hereinafter referred to as "Coordinator"), and VINTAGE TECH RECYCLERS, INC. (hereinafter referred to as "Contractor").

The parties agree the following amendments should be made to that Agreement:

Section 2. Collection Event Schedule

2-2. The 2011 Countywide Residential Electronics Collections are scheduled to occur on:

- . March 5, 2011
- . May 21, 2011
- . August 6, 2011
- . October 29, 2011, with an alternate snow/ice date of November 5, 2011.

2-3. The advertised hours of each collection event will be 8:00 a.m. to noon.

Section 4. Coordinator Services to be Provided

The Coordinator, assuming the continued assistance of participating municipal event sponsors, agrees to:

- (a) conduct all promotion and advertisement for the collection events;
- (b) arrange for provision of the Host Site and labor necessary to conduct the collection; and
- (c) provide sufficient volunteer labor at each collection event to unload cars and place items into gaylord boxes or on pallets directly, following agreed-upon sorting and packaging guidelines provided by the Contractor prior to and during each collection event.

Section 5. Contractor Services to be Provided

5-7. On the day of each collection event, the Contractor agrees to provide five employees at the Host Site to work closely with volunteers and event staff to guide the process of proper onsite sorting, palletizing, and loading into trailers of the collected electronics items.

The Contractor agrees that at 7:15 a.m. on the day of each collection event, one of the five employees will assist the Coordinator in providing a brief training session for volunteers assembled at the Host Site.

5-11. For each of the 2011 collection events, the Contractor agrees to waive all fees for the service of each Contractor employees sent by the Contractor works at the Host Site on a weekday immediately following or very soon after each collection event as described in Paragraph 5-10 above.

New Subsections To Be Added to Section 5:

5-12

(a) The Contractor agrees to arrange for and pay all costs associated with the provision of a minimum of two forklifts (or the other equivalent type of powered industrial truck such as the Host Site's motorized travel vehicle (MTV) plus two certified forklift operators to be provided at the Host Site on the day of each collection event no later than by 7:00 a.m.

(b) The Contractor may use motorized travel vehicles (MTVs) or forklifts owned by the Host Site during the collection event. The Contractor must notify The Host Site of its intent to do so 20 days prior to the collection event. If used, the Contractor shall be responsible to pay the following fees to The Host Site regardless of whether the equipment is used for all or part of the day:

MTV - \$150/day

Forklift - \$200/day

(c) If the Contractor engages its own employees to operate the Host Site's equipment, the Contractor must provide documentation showing that the employees have a valid operating engineer's license; a valid driver's license; and any other required certification in the State of Illinois.

(d) If the Contractor uses the Host Site's employees to operate equipment or perform any other labor that should be performed by the Contractor, the Contractor shall be responsible to pay for the service provided by the Host Site's employees at the rate of \$25/hour per person for labor.

(e) A sufficient number of Contractor's employees shall remain on site and working to complete the job of properly stacking recycled materials inside the Host Site's facility on the day of the collection event.

(f) If the Host Site's personnel must perform work that is the responsibility of the Contractor, either on the day of the collection event or on subsequent days, the Contractor will be charged for labor and equipment costs in accordance with the contract.

(e) 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, use of Host Site's equipment, and use of the Host Site's Distribution Center.

(f) Throughout the day of the event, once a pallet of recycled materials is wrapped and ready for transport, the forklift operator shall take the pallet to the SE dock doors of the NG Distribution Center. From there, the materials will be immediately taken and stacked in the appropriate location inside the building. No other entryway to the facility will be used to bring recycled materials into the NG Distribution Center.

5-13

The Contractor agrees to pay the cost to lease the Host Site facility (The News Gazette Distribution Center) for each of the 2011 collection events at a rate of \$1,500 per collection event held.

5-14

(a) The Host Site has agreed that no lease fee will be due if at least seven days notice is provided to The News Gazette regarding the need to cancel an event.

(b) In the event that snow and ice weather conditions occur on the planned alternate date for an event or if there is some other circumstance that results in any scheduled event being canceled without a minimum of seven days notice to The News Gazette, then the total lease fee due to The News Gazette would be 50% (or (\$750) of the regular per-event cost (\$1,500). The Contractor agrees to be responsible to pay this cost.

5-15

The Host Site agrees to send an invoice the Contractor following each 2011 collection event to include the cost of leasing the Host Site, plus any services of Host Site employees or Host Site equipment utilized by the Contractor for each collection event.

5-16

The Contractor agrees to pay the cost of traffic control officer at a rate of \$50 per hour for service provided by the City of Champaign Police Department on the day of each 2011 collection event. The City of Champaign Police Department will send an invoice to the

Amendment to Agreement Regarding Provision of Recycling and/or Refurbishing Services
for the 2010 and 2011 Countywide Residential Electronics Collection Events

Contractor following each 2011 collection event. *(Typically 5 or 6 hours of traffic control service is provided on the day of each collection event.)*

5-17

The Contractor agrees to pay the following one-time costs associated with the 2011 collection events:

Cost	Description	Check Payable to:	Send Check to:
\$ 42	Cutting 4,500 brochures for mailing prior to each collection event	Champaign County	Susan Monte Champaign County Recycling Coordinator 1776 E. Washington Street Urbana IL 61802
\$ 168	Rental of roll-carts for volunteers' use as they unload large TV's from vehicles	Champaign County	Joe Gordon, Director Champaign County Probation Office Courthouse, 3rd Floor 101 E. Main St. Urbana IL 61801

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

Contractor: Karrie Gibson, President
Vintage Tech Recyclers, Inc.

Date

Coordinator: C. Pius Weibel, County Board Chair
Champaign County, Illinois

Date

Host Site: John Foreman, President
The News Gazette, Inc.

Date