



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommend Approval of a Resolution Authorizing the Mayor and City Clerk to Execute a Kane County Intergovernmental Agreement for Electronics Recycling Program
Presenter:	John Lamb

*Please check appropriate box:*

	Government Operations	X	Government Services 05.29.12
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	NONE	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

Kane County has initiated an electronics recycling program with municipalities in the county. The County entered into a contract with an electronics recycling company that pays the County a range of pricing per pound of electronics. The County in turn will provide this pricing to municipalities that choose to participate in the program.

The program requires the City having an electronics drop-off facility within the City, in our case this would be the Public Works Facility. The electronics company will provide an enclosed container that has several bins inside to separate out the different types of electronics. The container is provided at no cost to the City. Cost is usually \$2,000.00. The company empties the container as needed at no cost to the City or the County.

On a quarterly basis the company tracks the pounds recycled from the City's location. They pay the County quarterly based on that amount collected. Upon receipt from the company the County retains a ten percent (10%) administrative fee and submits the payment to the City. Based on the City of Batavia's program an estimate of \$5,000.00 per year of revenue may be generated.

The advantages of this program are; (1) City residents can drop off electronics at the Public Works Facility. (2) The program will generate some revenue from the program. (3) The City is providing a service to residents and implementing another green initiative.

**Attachments:** *(please list)*

Intergovernmental Agreement

**Recommendation / Suggested Action** *(briefly explain):*

Recommend approval of a Resolution authorizing the Mayor and City Clerk to execute a Kane County Intergovernmental Agreement Between the City of St. Charles and Kane County For the Recycling of Used Electronic Equipment.

<i>For office use only:</i>	<i>Agenda Item Number: 4.s</i>
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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF ST. CHARLES AND THE COUNTY OF KANE  
FOR THE RECYCLING OF USED ELECTRONIC EQUIPMENT**

THIS AGREEMENT is hereby made and entered into as of the date of final execution below, by and between the CITY OF ST. CHARLES, ILLINOIS, a municipal corporation (hereinafter referred to as the “City”), and KANE COUNTY, ILLINOIS (hereinafter referred to as the “County”).

WITNESSETH

WHEREAS, the City and the County are public agencies within the meaning of the Intergovernmental Cooperation Act; and

WHEREAS, the City and the County are also units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the City and the County are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the County has contracted with a service provider for recycling of used electronics equipment (hereinafter referred to as the “Recycler”); and

WHEREAS, the collection and proper management of used electronic equipment is required by the Illinois Electronic Products Recycling and Reuse Act; and

WHEREAS, the collection of used electronic equipment for recycling is a matter within the government and affairs of the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and County agree as follows:

**SECTION 1. RECITALS**

The foregoing recitals are hereby incorporated into this agreement in their entirety.

**SECTION 2. SCOPE OF SERVICES**

(A) The City agrees to accept electronic equipment for recycling from the public during normal business hours. Items to be collected, processed, and marketed will be determined by the “current operating contract” with the electronics Recycler. Large home appliances (including air conditioners, stoves, refrigerators, freezers, etc.) or household hazardous waste (including paint, cleaners, etc.) cannot be accepted under this Agreement.

(B). The County will enter into a separate agreement with a Recycler registered with the Illinois Environmental Protection Agency.

(C). The City will provide a collection location and all necessary signage per the Recycler’s specifications. The County’s contractor will provide the City with all necessary gaylord boxes and pallets. The City will order pallets and Gaylord boxes, and schedule pickups by contacting the Recycler directly.

(D). On a quarterly basis, the Recycler will provide the County with a detailed summary of the amount (pounds) of material recycled from the City's location. The Recycler will pay the County quarterly, an amount based on the weight of material collected from the City. Upon receipt of payment from the Recycler, the County will submit payment to the City in an amount equal to 90% the amount received from the Recycler, retaining a 10% administrative fee.

(E). The County recommends that revenue paid by this agreement to the City is used to establish or further develop recycling and resource conservation programs in the City of St. Charles.

### **SECTION 3. CHANGES**

The County or the City 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 the County and the City shall be incorporated only in written amendments to this Agreement.

### **SECTION 4. TERMINATION**

a. Default. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "termination by default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than sixty (60) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

b. In the event of termination by either party, an equitable adjustment shall provide for payment to the City for services rendered prior to the termination.

### **SECTION 5. REMEDIES**

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

### **SECTION 6. HOLD HARMLESS**

The City agrees to assume all risk of loss and to indemnify and hold the County, 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 Contractor's or its subcontractor's negligent or intentional acts or omissions.

**SECTION 7. SEVERABILITY**

The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

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

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

COUNTY OF KANE

CITY OF ST.CHARLES

By \_\_\_\_\_  
County Board Chairman

By \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_