

PUBLIC HEALTH

& SAFETY

COMMITTEE

RESOLUTIONS



**Public Health & Safety Committee
Resolution #10-116**

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**RESOLUTION ESTABLISHING A PILOT PHARMACEUTICAL TAKE-BACK PROGRAM
BETWEEN WILL COUNTY AND THE CITY OF LOCKPORT**

WHEREAS, the United States Geological Survey conducted a study in 2002 sampling 139 streams across 30 states and found that 80 percent had measurable concentrations of prescription and nonprescription drugs, steroids, and reproductive hormones; and

WHEREAS, exposure, even to low levels of drugs, has been shown to have negative effects on fish and other aquatic species and may have negative effects on human health; and

WHEREAS, in order to reduce the likelihood of improper disposal of drugs, it is the purpose of this resolution to expand the number of locations the public may return unwanted pharmaceuticals to ensure the safe and environmentally sound disposal of drugs; and

WHEREAS, in 2007, Will County was provided pharmaceutical collection containers from the Illinois Environmental Protection Agency (hereinafter referred to as the IEPA) in order to collect unwanted medication (excluding narcotics) from citizens, for the purpose of cooperative disposal of all pharmaceuticals collected by the County through select pharmacy retail outlets, special collection events, municipal police departments or through County Departments from members of the public, including Will County residents; and

WHEREAS, the City of Lockport maintains a police department that is authorized by the United States Drug Enforcement Agency to take back controlled substances and wishes to expand its ability to service the public by accepting all types of pharmaceuticals; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to create cooperative agreements with other units of government agencies, business and non-profit groups; and

WHEREAS, the County will provide additional funding for promotion of this Pharmaceutical Take-Back collection program.

NOW THEREFORE, BE IT RESOLVED BY THE WILL COUNTY BOARD AS FOLLOWS:

Section 1: General Program Description

The Will County Department of Land Use, Division of Waste Services will work with the IEPA to provide at least one 30-gallon sealable drum and two 5-gallon sealable buckets to the City of Lockport for the deposit of over-the-counter and prescription medications collected from residents. City of Lockport will store the containers in a safe, restricted access area, accepting

medications from the public through trained staff. City of Lockport will work through Will County Land Use, Waste Services to arrange proper disposal and replacement of the containers.

Section 2: Promotion of Program

The Will County Land Use, Division of Waste Services and the City of Lockport will promote the program through flyers, brochures, press releases and on the web.

Section 3: Duration of Program

The program will continue until funding is stopped by the County or the City. The program will be evaluated on a quarterly basis for number of participants, amount of material, cost of disposal/promotion and any break-down of the types of material supplied by the Disposal contractor.

Adopted by the Will County Board this 15th day of April, 2010.

Vote: Yes: No: Pass: (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive

INTERGOVERNMENTAL AGREEMENT
CITY OF LOCKPORT
AND THE COUNTY OF WILL, ILLINOIS

THIS AGREEMENT entered into this ___ day of _____, 2010, by and between the CITY of LOCKPORT, Illinois (CITY) and the County of Will, Illinois (COUNTY).

WITNESSETH:

WHEREAS, the CITY is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, the COUNTY is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, one of the purposes of the COUNTY is to implement the Will County Solid Waste Management Plan (PLAN) as adopted by the Will County Board on November 15, 2001 and amended from time to time thereafter; and

WHEREAS, all or a significant portion of the CITY's territory lies within the boundaries of the COUNTY; and

WHEREAS, the COUNTY is authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* to plan, construct, reconstruct, acquire, own, lease, equip, extend, improve, manage, operate, maintain, repair, close and finance waste projects; and

WHEREAS, the COUNTY operates a pilot medication take-back program in cooperation with the Illinois Environmental Protection Agency; and

WHEREAS, the COUNTY maintains a hazardous waste collection contract with an independent contractor, (CONTRACTOR) with offices in Illinois; and

WHEREAS the COUNTY and the CITY want to expand opportunities for residents to dispose of medication, both over-the-counter and prescription and personal care products that may contain potentially hazardous ingredients; and

WHEREAS, the CITY maintains a police department that is authorized by the United States Drug Enforcement Agency to take back controlled substances; and

WHEREAS, the CITY has indicated its desire to collect unwanted or expired residentially distributed medications for both safety and environmental reasons; and

WHEREAS, the CITY agrees to host and maintain a site to collect residentially generated medications and personal care products from Will County residents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the parties as follows:

SECTION 1. Incorporation of Recitals. The parties agree that the recitals are hereby incorporated into the Agreement as if fully set forth herein.

SECTION 2. Definitions.

“Insurance” means the following:

<u>Types of Insurance</u>	<u>Limits</u>
General Liability	Each Occurrence \$1,000,000
Commercial Liability	Damage to rented Premises \$50,000 per occurrence
Per Occurrence	Medical Expenses \$5,000 any one person
	Personal Injury \$1,000,000
	General Aggregate \$2,000,000
	Products –Comp/OP \$2,000,000
	Professional \$1,000,000

“Residential Medication” means pills, liquids, inhalers that are controlled or non-controlled as defined by the DEA, over-the-counter or prescription and generated from Will County households. This also may include mercury containing thermometers and blood-pressure gauges. This excludes medication from pharmaceutical representatives, pharmacies or other institutional, governmental or commercial businesses.

“Personal Care Products” means residentially generated lotions, dyes, creams, pastes or gels that may contain potentially hazardous ingredients. Examples include sunscreen, moisturizers, and hair dye. This excludes products from pharmaceutical representatives, pharmacies or other institutional, governmental or commercial businesses.

SECTION 3. COUNTY Responsibilities:

- A. Maintain an Agreement with a Hazardous Waste Disposal Contractor (CONTRACTOR) to sort, recycle, and/or incinerate “Residential Medication” and “Personal Care Products”.
- B. Provide various sized consolidation containers from the Hazardous Waste Disposal Contractor to the CITY as needed.
- C. Provide a secure storage area in a locked building for consolidation of materials from various partners in the Illinois-EPA Medication Take-Back program.
- D. Provide personnel at the secure location to accept sealed consolidated containers from the CITY personnel and place them in the secure storage area.
- E. Contact the Hazardous Waste Contractor when collection is required and provide personnel to supervise material transfer to the Contractor, including necessary paperwork.
- F. The CITY shall be billed at the same rate (Approximately \$80 per 30-gal container), the County is charged under its contract with the CONTRACTOR. (This contract is bid approximately every three years so this price is subject to change based on the outcome of the bid.)
- E. Provide technical advice/assistance and technical support to the CITY with regard to the collection,, consolidation and storage of residential medication and personal care products.
- F. Indemnify, and hold harmless the CITY, and their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys’ fees and defend the indemnified parties in any suit, including appeals, for personal

injury to, or death of, any person or persons, or for loss or damage to property arising out of the execution and performance of this Agreement. Said indemnification shall be only for acts of the COUNTY's employees, agents, independent contractors, including the Contractor officers, members or any person or entity performing services on behalf of the COUNTY. The COUNTY is not, however, required to indemnify or hold harmless any indemnified party from any liability, action, damage, claim, demand, judgment, loss, cost, expense, suit or action resulting from any act and/or omission, performance or nonperformance, negligence or willful misconduct of the City's employees, agents, independent contractors, including the contractor's officers, members or any person or entity performing services on behalf of the City. The COUNTY's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

SECTION 4. CITY Responsibilities:

- A. Establish, operate and maintain a site to collect and store "Residential Medication" and "Personal Care Products" from Will County residents.
- B. Advertise or otherwise inform Will County residents as to the availability of the site and the items being collected.
- C. Notify the COUNTY of the need to bring materials to the COUNTY and make a mutually agreeable appointment time with COUNTY staff to deliver the materials to the locked cage within the secure building designated by the COUNTY.
- D. Indemnify, and hold harmless the COUNTY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, arising out of the execution and performance of this Agreement. Said indemnification shall be only for acts, omissions, performance, non-performance, negligence or willful misconduct of the CITY employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the CITY. The CITY is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party.

SECTION 5. Payment:

- A. If the Illinois EPA agrees at anytime to cover the cost of drums collected through this agreement and the necessary funds are appropriated by the State, the cost of the drums will not be billed to the CITY.
- B. If the COUNTY is hosting a One-Day HHW Collection anywhere in the County and has medication drums taken by the CONTRACTOR as part of the One-Day HHW Collection, any drum cost arising out of the One-Day HHW Collection not covered by the Illinois EPA, shall be covered by the COUNTY.
- C. If the COUNTY medication drum storage area is full and the CONTRACTOR is required to provide disposal services to the COUNTY, any drum cost, resulting from drums delivered by the CITY, not covered by the Illinois EPA, shall be covered by the CITY.
 - i. The COUNTY shall provide an invoice to the CITY for reimbursement of the cost of the drums delivered by the CITY. The invoice shall include a copy of the invoice received by the COUNTY from the CONTRACTOR.

SECTION 6. Term:

- A. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect for a period of three years. This agreement may be terminated upon sixty (60) days written notice by either party.
- B. If the County does not appropriate funds for this program in its annual budget, this program shall automatically terminate upon approval of said budget.

SECTION 7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 8. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 9. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

SECTION 10. Notices. Notices to the parties shall be in writing and delivered by personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to the COUNTY:

Waste Services Manager
Will County – Land Use
58 E. Clinton Street
Joliet, IL 60432
Fax Number (815) 722-3410
E-Mail: mkeane@willcountylanduse.com

If to the CITY:

_____, Police Department

City of Lockport

17112 Prime Blvd

Lockport, IL 60441

Phone: 815-838-0549 ext 2305

E-mail: _____@lockportpolice.info

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting.

IN WITNESS WHEREOF, the parties warrant that they are authorized to execute this Agreement pursuant to the ordinances or resolutions lawfully adopted by the relevant authorities of the respective parties.

WILL COUNTY, ILLINOIS

CITY OF LOCKPORT

By _____
County Executive Larry Walsh

By _____
City Mayor

Attest:

By _____
County Clerk Nancy Schultz Voots

By _____
City Clerk

EXHIBIT 1.

