

HEALTH, AGING &

EDUCATION

COMMITTEE

RESOLUTIONS



Health, Aging & Education Committee
Resolution #08-508

RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS

ACKNOWLEDGING THE WILL COUNTY CITIZEN CORPS AND AUTHORIZING THE WILL COUNTY EXECUTIVE TO EXECUTE THE FISCAL YEAR 2009 CITIZEN CORPS GRANT AGREEMENT

WHEREAS, The United States Department of Homeland Security has developed the Citizens Corps program as a means of engaging the public in volunteer opportunities and to help prepare them for emergencies of all types; and,

WHEREAS, THE Will County Emergency Management Agency caused the formation of the Will County Citizen Corps program in 2003 for the purpose of providing public education to the residents of the county through public awareness presentations and campaigns to help our citizens become better prepared to respond to disasters and emergencies; and,

WHEREAS, the Citizen Corps program also encourages our communities to expand their volunteer opportunities, to make their communities safer; and,

WHEREAS, the Will County Emergency Management Agency is in receipt of a Fiscal Year 2009 grant agreement from the Illinois Emergency Management Agency, in an amount not to exceed \$6,000.00 for the purpose of providing funds for Citizens Corps activities; and,

WHEREAS, the Health, Aging & Education Committee has concurred with the Emergency Management Director's request that the County accept the grant award and to authorize the County Executive to enter into said grant agreement with the Illinois Emergency Management Agency.

NOW, THEREFORE, BE IT RESOLVED, that the County Board formally recognizes and supports the efforts of the Will County Citizens Corps program.

BE IT FURTHER RESOLVED, that the County Board hereby accepts the grant award and authorizes the County Executive to enter into the Fiscal Year 2009 Citizens Corps grant agreement with the Illinois Emergency Management Agency.

BE IT FURTHER RESOLVED, that the preamble of this resolution is hereby adopted as if fully set forth herein. The Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of December, 2008.

Vote: Yes ____ No ____ Pass ____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2008.

Lawrence M. Walsh
Will County Executive

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to Will County

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and **Will County**(Grantee), **302 North Chicago, Joliet, Illinois 60432**.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Fiscal Year 2008 Homeland Security Grant Program, , State Homeland Security Program (SHSP) Citizen Corps Program **CFDA #97.067**.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding \$6,000.00 for the period from **January 1, 2009 to December 31, 2009**. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement. This period of award may be amended if there is a delay in the release of these funds from the Federal Government.

It is agreed between the parties, that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

This Grant Agreement and attachments constitute the entire agreement between the parties.

PART II - Term

The term of this Grant Agreement shall be from **January 1, 2009, to December 31, 2009**.

PART III - Scope of Work

During the grant period, funds received by the Grantee will be utilized by the Grantee to administer the Citizen Corps Program.

The Budget Detail Worksheet, provided in Attachment A, outlines the entire Scope of Work (Part III) for this project and expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet. All equipment listed in the Budget Detail Worksheet must reference the appropriate Authorized Equipment List code as listed in the Responder Knowledge Base web site. Each Budget Detail Worksheet submitted by the Grantee and approved by the Grantor shall be considered an authorized budget and an attachment of this Grant Agreement.

The Discipline Allocation Worksheet, provided in Attachment B, outlines the discipline specific expenditure allocation classification listed in the Scope of Work (Part III). The Grantee must submit to the Grantor the updated Discipline Allocation Worksheet as outlined in Part V – Reports.

PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of \$6,000.00.

PART V - Terms and Conditions

FISCAL FUNDING: The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform work shall cease upon notice by Grantor of lack of appropriated funds.

EQUIPMENT: Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards of the Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of the Grantor. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

METHOD OF COMPENSATION: The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the Illinois State Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this Grant Agreement shall be incurred after **December 31, 2009**. The Grantee must submit a final Budget Detail Worksheet, and Discipline Allocation Worksheet to the Grantor within 30 days after the expiration of the Grant Agreement. The Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

ACCOUNTING REQUIREMENTS: The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Grant Agreement.

The Grantee will comply with Federal Emergency Management Agency's codified regulation 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Office of Management and Budget (OMB) Circular A-102, addressing administrative requirements for state and local governments (44CFR Part 13); OMB Circular A-87, addressing cost principles for grants to state and local governments; Common Rule for Administrative Requirements for Grants to non-profits (28 CFR 70); OMB Circulars A-122 and A-21, addressing cost principles for grants to non-profit entities; the requirements included in the Office of Justice Programs OC Financial Guide; and applicable state and federal regulations.

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in the Uniform Rule 6 CFR Part 9, New Restrictions on Lobbying, and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

The Grantee shall not deposit funds into the Federal Civil Preparedness Administrative Fund as established by the State legislature. This fund is reserved for the use of the Grantor only.

REPORTS: The Grantee shall submit to the Grantor throughout the stated performance period documentation to support the submission of the Bi-Annual Strategy Implementation Report (BSIR). The documentation is due within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30; and January 15 for the reporting period of July 1 through December 31). The documentation must include, at a minimum, (1) amount of funding received, obligated and expended for activities outlined in the Scope of Work, and (2) Discipline Allocation Worksheet (Attachment B described in Part III – Scope of Work). The Grantee further agrees to provide to the Grantor, upon the request, other project information for which funding is received through this agreement to support the completion of other Federal and State reporting requirements.

The Grantee will submit to the Grantor, upon the request, evidence the Grantee has complied with DHS FEMA GPD training and/or exercise documentation and reporting requirements as outlined in the appropriate grant guidance that governs the use of training and/or exercise funds as defined by DHS FEMA GPD.

AUDITS AND INSPECTIONS: The Grantee will, as often as deemed necessary by the Grantor, DHS FEMA GPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA GPD or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant agreement for three years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, have been approved by

the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

MODIFICATION AND AMENDMENT OF THE GRANT: This grant agreement is subject to revision as follows:

- A. Modifications may be required because of changes in State or Federal laws, regulations, or Federal grant guidance as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person of circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

DEBARMENT: The Grantee certifies neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the agreement by any Federal Agency or department.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the grant agreement.

WAIVERS: No waiver of any condition of this grant agreement may be effective unless in writing from the Director of the Grantor.

BOYCOTT: The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

WORK PRODUCT: The Grantee acknowledges DHS FEMA GPD, and State of Illinois reserve a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal and State purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

The following statement shall be prominently displayed in all publications created through this grant agreement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security or State of Illinois."*

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate or repossess all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacturer's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.

Title to equipment acquired by a non-Federal entity with Federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A Grantee shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with Federal and State laws and procedures.

LIABILITY: The Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Grantee shall provide to the Grantor any information requested by DHS FEMA GPD to ensure compliance with applicable Federal EHP requirements. DHS FEMA GPD, through its EHP Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income

and minority populations. Any project with the potential to impact EHP resources cannot be initiated until DHS FEMA GPD has completed its review.

PART VI - Assurances

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

The Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

The Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

The Grantee will comply with all applicable requirements of all other State and Federal laws, executive orders, regulations governing this program, and policies and procedures promulgated by the Illinois Terrorism Task Force prior to or during the performance period of this agreement.

The Grantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

PART VII - Certification

The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the appropriate Federal and State entity as required by the Federal Emergency Management Agency throughout the performance period of this agreement.

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee

committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

The Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

The Grantee certifies that it will return to the Grantor all State or Federal grant funds that are not expended or are accidentally over-advanced. The Grantor may recapture those funds not expended or accidentally over-advanced in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, I certify that **36-6006672** is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a (please check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> Corporation | (IRC 501(a) only) |
| <input type="checkbox"/> Not-for-profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care | |
| <input type="checkbox"/> Services Provider Corporation | |

Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Grantor" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/Grantor certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting Agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency

Grantee: **Will County**

By: _____
Andrew Velasquez III, Director

By: _____
Lawrence Walsh,
Will County Executive

DATE: _____

DATE: December 18, 2008

08CITZWILL



**Health, Aging & Education Committee
Resolution #08-509**

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

Authorizing County Executive to Execute Intergovernmental Agreement with Reed Township in Conjunction with Reed-Custer High School for a Permanent Residential Electronics and/or Traditional Recyclables Drop-Off

WHEREAS, the County of Will is authorized to operate a residential electronics collection and traditional residential recycling program; and

WHEREAS, Reed Township, in conjunction with Reed-Custer High School, desires to expand its traditional recycling program for its residents by hosting and maintaining a permanent drop-off site to collect traditional electronic recyclables and/or traditional recyclables; and

WHEREAS, Will County Waste Services Department has recommended approval and execution of the attached Intergovernmental Agreement with Reed Township in conjunction with Reed-Custer High School setting forth the terms and conditions for a permanent drop-off site to collect traditional electronic recyclables and/or traditional residential recyclables for a term of three years; and

WHEREAS, based upon representations made, the Executive Committee concurs with the recommendation.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute an Intergovernmental Agreement between the County of Will and Reed Township in conjunction with Reed-Custer High School for a permanent drop-off site to collect traditional electronic recyclables and/or traditional residential recyclables for a term of three years, in the form substantially attached hereto, subject to the review and approval of the Will County State's Attorney's Office.

BE IT FURTHER RESOLVED that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of December, 2008.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 20____.

Lawrence M. Walsh
Will County Executive

INTERGOVERNMENTAL AGREEMENT
REED TOWNSHIP in conjunction with REED-CUSTER HIGH SCHOOL
AND THE COUNTY OF WILL, ILLINOIS

THIS AGREEMENT entered into this ___ day of _____, 2008, by and between the TOWNSHIP of REED and the REED-CUSTER HIGH SCHOOL, Illinois (TOWNSHIP / SCHOOL) and the County of Will, Illinois (COUNTY).

WITNESSETH:

WHEREAS, the TOWNSHIP / SCHOOL 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, the TOWNSHIP / SCHOOL is all or partially inside of the COUNTY; and

WHEREAS, the COUNTY is authorized by the Intergovernmental Cooperation Act 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 residential electronics collection and recycling program; and

WHEREAS, the COUNTY maintains a residential electronics recycling and processing contract with an independent company ("the Contractor") with offices in Illinois; and

WHEREAS, the COUNTY maintains a traditional recycling and processing contract with an independent company ("the Contractor") with offices in Illinois; and

WHEREAS the COUNTY and the TOWNSHIP / SCHOOL want to expand traditional recycling for all residents and small businesses; and

WHEREAS, the COUNTY and the TOWNSHIP / SCHOOL want to expand the residential electronics collection program to all Will County residents; and

WHEREAS, the TOWNSHIP / SCHOOL has indicated their desire to collect residential electronics and/or traditional recyclables; and

WHEREAS, the TOWNSHIP / SCHOOL agrees to host and maintain a site to collect residential electronics and/or traditional recyclables 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 have been incorporated by reference into the test of 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 Electronics” means electronic devices that are generated from Will County households and exclude electronic devices that were used in institutional, governmental or commercial business. Examples of acceptable Residential Electronics include central processing units, monitors, televisions, computer peripherals and home office equipment (monitors, keyboards, fax machines, printers etc.), small home appliances (vacuum cleaners, toasters etc.), consumer electronics (radios, stereos, VCRs, answering machines, telephones, cameras, etc.) as outlined in Exhibit 1. The list of acceptable Residential Electronics shall not be modified without prior written notice from the COUNTY.

“Traditional Recyclables” means mixed paper and mixed containers from residents or businesses within Will County as outlined in Exhibit 1. The list of acceptable Traditional Recyclables shall not be modified without prior written notice from the COUNTY.

SECTION 3. COUNTY Responsibilities:

- A. Maintain an Agreement with at least two separate Contractors to process, refurbish and recycle residential electronics and traditional recyclables.
- B. Provide for the pick up of traditional recyclables or residential electronics from the TOWNSHIP / SCHOOL via the Contractor.
- B. Pay all costs due to the Contractors for transporting, processing, refurbishing, recycling and disposal of any residue related to the collection of residential electronics and traditional recyclables.
- C. Report to the TOWNSHIP / SCHOOL on the volume of residential electronics collected through the TOWNSHIP / SCHOOL as reported by the Contractor.
- D. Acquire and maintain Insurance for the Host Site throughout the term of this agreement.
- E. Provide technical advice/assistance and support to the TOWNSHIP / SCHOOL on the collecting, storing and recycling of residential electronics.
- F. Indemnify, and hold harmless the VILLAGE/CITY/TOWNSHIP, 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, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by 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 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. 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. TOWNSHIP / SCHOOL Responsibilities:

- A. Establish operate and maintain a site to collect and store residential electronics from Will County residents.
- B. Provide thirty (30) days notice to COUNTY as to the location, operating hours and storage requirements for residential electronics and/or traditional recyclables.
- C. Advertise or otherwise inform Will County residents as to the availability of the site to accept residential electronics and/or traditional recyclables.
- D. Provide the COUNTY and the Contractor no less than three-day notice as to the need to have the Contractor provide a special pickup of the residential electronics or traditional recyclables.
- E. 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, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the TOWNSHIP / SCHOOL employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the VILLAGE/CITY/TOWNSHIP. The TOWNSHIP / SCHOOL 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. The TOWNSHIP's / SCHOOL'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. The TOWNSHIP / SCHOOL in no way takes or claims ownership or accepts liability for the traditional recyclables or the residential electronics accepted, transported and delivered to at the host site or transported and delivered to the Contractor, processed, refurbished, recycled or disposed by the Contractor.

SECTION 5. Payment to the VILLAGE/CITY/TOWNSHIP.

The COUNTY shall provide up to \$300 reimbursement per unit of local government party to this agreement. Payment shall be made to the TOWNSHIP / SCHOOL for site improvements related to establishing a drop-off site for electronics and/or traditional recyclables once a copy of the bills related to the improvements are received by the COUNTY.

SECTION 6. Term. 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 by sixty (60) days written notice by either party.

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 VILLAGE/CITY/TOWNSHIP:

JoAnn Leveille,

249 Comet Drive

Braidwood, IL 60408

Phone: 815-458-2166

E-mail: jleveille@RC255.net

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 have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

WILL COUNTY, ILLINOIS

REED TOWNSHIP

REED-CUSTER H.S.

By _____
County Executive Larry Walsh

By _____
Township Supervisor

By _____
Principal

Attest:

By _____
County Clerk Nancy Schultz Voots

By _____

By _____

EXHIBIT 1.

Electronic Equipment Accepted		Traditional Recyclables Accepted
Desk top PC's (CPU)	Fax machines	White Paper
Monitors	Adding machines	Colored Paper
Keyboards	Postage machines	Office Paper / Copy Paper
Mice	Scanners	Letterhead
Cords & cables (power, USB, etc.)	Calculators	Computer Paper (white & greenbar)
Modems	Paper shredders	Construction Paper / Paper Bags
Lap top PC's	Telephones	Junk Mail / Greeting Cards
Main frames	Cordless telephones	Envelopes (with or w/out windows)
Hard drives	Answering machines	Calendars
CD ROM/Zip/Tape drives	Cell phones	Magazines
Palm organizers/Hand held games	Pagers	Catalogs
UPS Battery Backups	CB's/Two -way radios	Telephone Books
Printers (laser, ink jet)	Blenders	Newspaper
TV's	Coffeemakers	Fax Paper / Coated Paper
VCR, DVD, Laser disc players	Microwaves	Scrap Paper
video game players	Fans	Shredded Paper
Joysticks/Game controls	Humidifiers/Vaporizers	Adhesive Note Paper
Cameras (film)	Vacuums	Manila Folders
Cameras (magnetic tape)	Toasters	Paperboard / Chipboard
Cameras (digital)	Power tools	Corrugated Cardboard Boxes
Speakers	Sewing machines	Paperback Books
Radios/Stereo systems	Waffle irons	All Plastic Bottles – all numbers
Portable radio/CD players	Scales	Plastic Containers – all except #6
Radio controlled toys	Irons	Glass Beverage Bottles
Electric toy slot cars	Hair dryers	Aluminum Cans
Electric toy trains	Curling Irons	Steel/Tin Cans
Typewriters/Word processors	Electric razors	Drink Boxes
Copy machines	Electric tooth brushes	

