



**CHAMPAIGN COUNTY BOARD
COMMITTEE OF THE WHOLE – Highway/Facilities/ELUC Addendum
County of Champaign, Urbana, Illinois
Thursday, February 4, 2010 – 6:00 p.m.**

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

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D. Other Business

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2. Request Approval of Lease for 2010 Countywide Residential Electronics Collection Events Between Champaign County, City of Champaign, City of Urbana, Village of Savoy, & The News-Gazette, Inc. *7-14
3. Request Approval of Agreement Regarding Provision of Recycling and/or Refurnishing Services for the 2010 Countywide Residential Electronics Collection Events Between Champaign County, The News-Gazette, Inc., & Advanced Technology Recycling *15-22

AN INTERGOVERNMENTAL AGREEMENT

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 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.* enables 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 the four planned Countywide Residential Electronics Collection Events to be held in calendar year 2010 (hereinafter referred to as "events"). These costs include:

- facility leasing cost for the events; and
- cost to be charged by Advanced Technology Recycling (hereinafter referred to as "contractor") for non-CED and non-EED items inadvertently collected at each event and subsequently accepted by the contractor that weigh in over the agreed upon designated minimum non-CED and non-EED item threshold of 200 pounds per each event.

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. Definitions.

Unless the context requires otherwise, the terms below shall have the meanings assigned to them as follows:

A) "Party or parties" means the County of Champaign, the City of Champaign, the City of Urbana, and/or the Village of Savoy.

B) "CED", as per Illinois Public Act 95-0959, is a "covered electronic device". A "CED" is defined in the Act as: " .. any computer, computer monitor, television, or printer that is taken out of service from a residence in this State regardless of purchase location.

"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."

C) "EED", as defined in Illinois Public Act 95-0959, is an "eligible electronic device". An "EED" means any of the following electronic products taken out of service from a residence in this State regardless of purchase location: mobile telephone; computer cable, mouse, or keyboard; stand-alone facsimile machine; MP3 player; portable digital assistant (PDA); video game console, video cassette recorder/player, digital video disk player, or similar video device; zip drive; or scanner.

Section 2. Purpose.

This Agreement outlines a cost-sharing arrangement between the parties for the purpose of:

- 1) leasing a portion of The News Gazette Distribution Center facility located at 3202 Apollo Drive, Champaign, Illinois, hereinafter referred to as "facility", for the events; and
- 2) paying the cost by the contractor for any non-CED and non-EED items inadvertently collected and subsequently accepted by the contractor at each event that weighs in over the designated minimum non-CED and non-EED item threshold of 200 pounds per each event.

Section 3. 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.

Section 4. Responsibilities

The parties understand and agree that of the parties to this Agreement, only the County of Champaign shall enter into a contract with the contractor to remove the electronic items collected during the events from the facility. 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.

Each party is responsible for contributing the amount of money specified in *Section 5. Cost - Sharing* of this Agreement.

Each party is also responsible for coordinating information requests from the other parties in a timely manner.

Section 5. Cost Sharing

5.1 Facility Leasing Cost

The parties agree to share the costs of leasing the premises at 3202 Apollo Drive from The News Gazette, Inc for the events as shown in the following table:

Individual Event Leasing Cost		Champaign County Share	City of Champaign Share	City of Urbana Share	Village of Savoy Share
Event 1	\$1,500	\$484	\$483	\$483	\$50
Event 2	\$1,500	\$484	\$483	\$483	\$50
Event 3	\$1,500	\$483	\$484	\$483	\$50
Event 4	\$1,500	\$483	\$483	\$484	\$50
Total	\$6,000	\$1934	\$1933	\$1933	\$200

5.2 Potential Charge from Contractor for Non-CED and Non-EED Items Collected and Accepted by the Contractor

A priority both prior to and at each event will be to minimize the inadvertent collection and acceptance by the contractor of non-CED and non-EED items. Onsite event staff and volunteers will be instructed to be vigilant and work toward minimizing the inadvertent collection and acceptance of non-CED and non-EED items by the contractor.

If a per-event threshold of 200 pounds of non-CED and non-EED items collected and accepted at no cost by the contractor is reached, thereafter the contractor will charge a rate of 25 cents a pound for such non-CED and non-EED items collected and accepted by the contractor. A total of \$2,000 is presently budgeted to provide for such potential cost. This means that \$500 is budgeted per each event toward the potential contractor charge for up to 2,000 pounds of non-CED and non-EED items collected and accepted beyond the allowable no-cost threshold of 200 pounds for such items. This potential cost would be shared proportionately by parties as shown in the following table:

		Champaign County (27%)	City of Champaign (34%)	City of Urbana (34%)	Village of Savoy (5%)
Event 1	\$500	\$135	\$170	\$170	\$25
Event 2	\$500	\$135	\$170	\$170	\$25
Event 3	\$500	\$135	\$170	\$170	\$25
Event 4	\$500	\$135	\$170	\$170	\$25
Total	\$2,000	\$540	\$680	\$680	\$100

Should more than 2,200 pounds per event of non-CED and non-EED items be collected and accepted by the contractor, that expense would be borne proportionately by the parties, as follows:

Champaign County (27%)	City of Champaign (34%)	City of Urbana (34%)	Village of Savoy (5%)
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5.3 Invoices and Payments

Each party agrees to pay its respective proportional cost for leasing the facility, within 30 days following each event, directly to: Amy George, Director of Market Development and Special Projects, P.O. Box 677, Champaign IL 61824-0677.

Each party agrees to pay its potential, respective proportionate cost for non-CED and non-EED items collected and accepted by the contractor, under the circumstances described in Section 5.2 of this Agreement, within 30 days upon receipt of an invoice from the contractor, to the attention of Ken Ehresman at: Advanced Technology Recycling, 601 E. Prairie Street, Pontiac, IL 61764.

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.

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: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

State's Attorney's Office

City Attorney

CITY OF URBANA
An Illinois Municipal Corporation

VILLAGE OF SAVOY
An Illinois Municipal Corporation

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Village Attorney

LEASE FOR 2010 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION
EVENTS

This Agreement is made as of the date below the signature of the last entity to sign it, by and between THE NEWS-GAZETTE, INC. (herein referred to as "Lessor"), the CITY OF URBANA, the CITY OF CHAMPAIGN, the VILLAGE OF SAVOY, and CHAMPAIGN COUNTY (herein referred to jointly as "Lessee"). The authorized signatures of the Lessor and Lessee signify acceptance of the terms of this Agreement. Lessor leases to Lessee the premises commonly known as 3202 Apollo Drive, Champaign Illinois 61822 (hereinafter referred to as the "premises") for the purposes and during the periods hereinafter set forth.

SECTION ONE: USE OF PREMISES

The subject premises shall be used and occupied by Lessee as a station for the staging of the 2010 Countywide Residential Electronics Collection Events (hereinafter referred to as the "event" or "events") and for the temporary storage of electronics materials (e.g. computers, televisions, printers, etc.) accumulated during the events. The premises shall not be used for any other purpose.

The four events will occur on the following dates: February 27, 2010; May 8, 2010; August 7, 2010 and November 6, 2010. The February 27, 2010 event will have an alternate snow/ice date of March 6, 2010. Public drop-off times for each event will be from 8:00 a.m. to 1:00 p.m.

The Lessee and recycling contractor shall comply with all the laws, ordinances, rules, and orders of appropriate governmental authorities including but not limited to those pertaining to the collection, storage and disposal of electronic recyclables during the term of this Lease.

The Lessee and recycling contractor will have access to the premises after noon on the Friday prior to each event for purposes of set up. On the day of the event, the Lessee and recycling contractor will have access to the premises from 6:00 a.m. to 4:00 p.m. Access to the premises shall be limited to the following:

- (a) Access to restrooms and the break room for use by the Lessees' and recycling contractor's employees and volunteers as a station and lounge. Lessee may stock the area with coffee, water, and other non-alcoholic drinks and food snacks. Lessee will

LEASE FOR 2010 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS

- be responsible for cleaning up the area after the event is concluded and will vacate the premises by 4:00 p.m. on the day of the event.
- (b) Access to 1,500 to 2,000 square feet of floor space in the production area of the premises. This area shall be used for the storage of electronics materials in gaylords, re-usable containers, and on pallets. Prior to each event, the Lessor, in cooperation with Lessee, shall clearly designate the area that can be used by the Lessee and recycling contractor.
 - (c) Access to two drop off bays, and if the parties mutually agree, to a third drop off bay.

Lessee will provide all of the staffing and volunteers needed to conduct the event and no staff from the Lessor will be required for this purpose, with the exception of Lessor's employees needed to provide access to the premises on the Friday afternoon prior to each event and on the day of the event, and to provide access to the premises to the recycling contractor's employees over the course of the five weekdays, as necessary, following each event. Lessee is solely responsible for the actions of its staff and volunteers. Lessee will, at Lessee's sole expense, keep and maintain the subject premises to which it has access in good and sanitary condition and repair during the term of this Lease and any renewal thereof.

Lessee will arrange for its recycling contractor to pick up all the gaylords, re-usable containers, and all electronics collected and stored onsite by the end of the day on the Friday following each event.

SECTION TWO: RENT

Lessee agrees to pay, without demand, to Lessor as rent for the above-described premises the sum of \$1500.00 per event, within 30 days following each event. The Lease term shall be for the year 2010. The Lessee will have four events during 2010, and may have more under the terms of this Lease with the advanced written permission of Lessor. All payments are to be received at The News-Gazette, Attn: Amy George, 15 Main St., P.O. Box 677, Champaign, Illinois 61824-0677 or at such other place as Lessor may designate. Late payment constitutes a default in payment of rent. A late charge of \$100.00 shall be charged Lessee as additional rent for each payment not received within 30 days following each event. The payment of the late

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charge, and its acceptance by Lessor, does not act as a waiver of Lessee's breach of this Lease due to late payment.

In the event that snow and ice weather conditions occur on both the February 27th and the alternate snow/ice date of March 6th, or if there is some other circumstance that results in any of the four planned events being canceled without a minimum of 7 days notice, then the total Lease fee due to The News Gazette would be 50% (or \$750) of the regular per-event cost (\$1500).

SECTION THREE: SIGNAGE AND PROMOTION

Lessor will be a Title Sponsor of all events and all promotional material will include the Lessor's sponsorship. Lessor will provide a minimum of 66 inches of advertising space in its daily newspaper, at no additional cost to Lessee, to inform the public of each of the events.

Lessee will provide signage on the day of the event to direct the public to the drop off site.

SECTION FOUR: ASSIGNMENT AND SUBLETTING

Without the prior written consent of Lessor, Lessee shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this Lease. If Lessor consents to an assignment, subletting, concession or license, Lessee shall remain liable to Lessor for the faithful performance of this Lease by such assignee, sublessee, concessionaire or licensee.

SECTION FIVE: DAMAGE TO PREMISES

If the subject premises, or any part thereof, or the subject personal property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Lessee's use of the premises, or that of Lessee's employees, agents, visitors, volunteers, members of the public who drop off recycling, subcontractors and vendors engaged

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by Lessee; then, Lessee shall indemnify and hold Lessor harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Lessee's activities. Upon repair, Lessee shall bear all costs, payable when due. In the event of such damage, at Lessor's option, it may terminate the Lease without notice to Lessee.

SECTION SIX: DANGEROUS MATERIALS

Lessee shall not keep or have on the subject premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the subject premises or that might be considered hazardous or extra hazardous by an insurance company.

SECTION SEVEN: RIGHT OF INSPECTION

Lessor and Lessor's agents shall have the right at all times to enter the subject premises for the purpose of inspecting the premises, all building and improvements thereon, and all of Lessor's personal property.

SECTION EIGHT: SUBORDINATION OF LEASE

This Lease and Lessee's leasehold interests hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the subject premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

SECTION NINE: SURRENDER OR VACATING OF PREMISES

Upon receipt of a notice to vacate or quit, Lessee shall surrender the premises and personal property hereby leased, in as good a state and condition as they were at the commencement of this Lease. No holding over after expiration shall be considered to be an extension or renewal of this Lease without the written approval of Lessor. In all instances upon

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the termination of the Lease or the vacating of the premises, standard clean-up by the Lessee shall include the following: removal of trash associated with each event and repairing anything which has been damaged by Lessee's use.

SECTION TEN: WAIVER OF BREACH

No waiver of any breach or breaches of any provision of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision or of any other provision hereof.

SECTION ELEVEN: TIME OF THE ESSENCE

Time is of the essence of each and every provision hereof.

SECTION TWELVE: INSURANCE

Lessee shall, at its own expense, maintain in force a policy of public liability and property insurance, and worker's compensation insurance insuring against liability for injury to or death of persons, or damage to property, occurring in or about the demised premises due to the Lessee's use of the premises, or that of the Lessee's employees, agents, visitors, volunteers, invitees and members of the public including those who drop off electronics items, subcontractors and vendors engaged by Lessee. Proof of the insurance will be provided to Lessor. *LIABILITY LIMITS ARE TO BE NO LESS THAN A \$1MILLION/OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE. LESSEE WILL NAME THE NEW-GAZETTE, INC. AS AN ADDITIONAL INSURED. LESSEE'S INSURANCE WILL BE PRIMARY AND NONCONTRIBUTORY.* Lessee shall be solely responsible to its own agents and employees and to all third persons, including invitees and the public, for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance, or control of said leased premises by Lessee and arising out of each event. Lessee does hereby indemnify and hold harmless Lessor, its agents, employees, affiliates, directors, and officers regarding said claims, liabilities, actions, costs, damages and expenses.

SECTION THIRTEEN: DEFAULT

If any default is made in the payment of rent, or any part thereof, at the times specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the Lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons and property of Lessees as it sees fit. Lessee shall be given a three-day written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within three days of receipt of such notice, Lessee has corrected the default or breach. Notice to Susan Monte, Champaign County Recycling Coordinator, shall constitute notice to each and every other named Lessee. Notice may be made by hand delivery to Susan Monte, Champaign County Recycling Coordinator, Regional Planning Commission, 1776 E. Washington Street, Urbana, Illinois, or first class, U.S. Mail, postage prepaid to Susan Monte, Champaign County Recycling Coordinator, Regional Planning Commission, 1776 E. Washington Street, Urbana, Illinois 61802. Notice will be deemed to be received by Lessee when actually received by Susan Monte, Champaign County Recycling Coordinator, or on the day following the date when the mail or email is sent, whichever is the earliest. Any default hereunder by Lessee shall entitle Lessor to recover all damages, costs, and reasonable attorneys' fees from Lessee, whether or not Lessor was required to institute legal proceedings for the enforcement of this Lease.

SECTION FOURTEEN: ABANDONMENT

If at any time during the term of this Lease, the Lessee abandons the subject premises or the property it collects during a countywide residential electronics collection event, Lessor may, at Lessor's option, without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or any payment of any kind whatever, consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may keep or dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so. Abandonment of the premises will have occurred if Lessor cannot obtain a decision by Lessee regarding the removal and disposal of the recycling materials within seven days following each event that occurs during 2010.

LEASE FOR 2010 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS

SECTION FIFTEEN: GOVERNING LAW

This Lease shall be construed in accordance with the Laws of the State of Illinois and the parties subject themselves to the venue and jurisdiction of Champaign County, Illinois.

SECTION SIXTEEN: CONTACT INFORMATION

Contact information for each governmental body that makes up a part of Lessee is as follows:

1. Name: City of Urbana

Address: 400 S. Vine Street, Urbana, Illinois 61801

Contact person: Courtney Rushforth Title: City of Urbana Recycling Coordinator

Contact's work phone: (217) 384-2302 Contact's cell phone: (217) 714-0234

2. Name: City of Champaign

Address: 102 N. Neil Street, Champaign, Illinois 61820

Contact person: Elizabeth Hannon Title: Administrative Services Manager,
Department of Public Works

Contact's work phone: (217) 403-4700

3. Name: Village of Savoy

Address: 114 W. Church Street, Savoy, Illinois 61875

Contact person: James Miller Title: Operations Superintendent,

Contact's work phone: (217) 359-0655 Department of Public Works

4. Name: Champaign County

Address: 1776 E. Washington Street, Urbana, Illinois 61802

Contact person: Susan Monte Title: Champaign County Recycling
Coordinator

Contact's work phone: (217) 328-3313 Contact's cell phone: (217) 778-7214

LEASE FOR 2010 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS

IN WITNESS WHEREOF, the parties have executed this Lease at Champaign County, Illinois, the day and year first above written.

LESSOR: The News-Gazette, Inc.
By: John R. Foreman
Its: _____

LESSEE: City of Champaign
By: _____
Its: _____

LESSEE: City of Urbana
By: _____
Its: _____

LESSEE: Champaign County
By: _____
Its: _____

LESSEE: Village of Savoy
By: _____
Its: _____

AGREEMENT REGARDING PROVISION OF RECYCLING AND/OR REFURBISHING SERVICES FOR THE 2010 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS

This Agreement is made as of the date below the signature of the last entity to sign it, by and between CHAMPAIGN COUNTY, ILLINOIS, THE NEWS GAZETTE, and ADVANCED TECHNOLOGY RECYCLING. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2010 Countywide Residential Electronics Collection Events ("Coordinator"), Advanced Technology Recycling ("Contractor"), and The News Gazette ("Host Site"), signify acceptance of the terms of this Agreement. The Host Site location is: The News Gazette Distribution Center, 3202 Apollo Drive, Champaign, Illinois.

Access to Host Site

1. The Coordinator, event staff, and Contractor will have access to the Host Site premises after noon on the Friday prior to each event for purposes of set up.
2. On the day of the event, the Coordinator, event staff and volunteers, and Contractor will have access to the Host Site premises from 6:00 a.m. to 4:00 p.m.
3. During the week following each event, on Monday through Friday, the Coordinator, event staff, and Contractor will have access to the Host Site loading dock and premises between the hours of 8:00 a.m. and 4:00 p.m. If the Coordinator, event staff or Contractor prefer to set a time for pick up with the Host Site, or prefers to call ahead, the contact person is the Host Site supervisor in charge: Terry McGraw. Phone contact information for Terry McGraw is: (217) 398-6869 or (217) 778-0665.
4. Access to the Host Site premises shall be limited to the following:
 - (a) Access to restrooms and the break room for use by the event staff and volunteers and Contractor's employees and volunteers as a station and lounge. Event staff may stock the area with coffee, water, and other non-alcoholic drinks and food

snacks. Event staff and volunteers will be responsible for cleaning up the area after the event is concluded and will vacate the premises by 4:00 p.m. on the day of the event.

(b) Access to 1,500 to 2,000 square feet of floor space in the production area of the premises. This area shall be used for the storage of electronics materials in gaylords, re-usable containers, and on pallets. Prior to each event, the Host Site, in cooperation with the Coordinator and event staff, shall clearly designate the area that can be used by the event staff, volunteers and Contractor.

(c) Access to two drop off bays, and if the parties mutually agree, to a third drop off bay.

Contractor Services to be Provided

1. On the Friday afternoon prior to each collection event, the Contractor will provide and set up at the Host Site, at no cost to the Coordinator, the required skids, gaylords, containers, and shrinkwrap, and any other materials needed for the onsite sorting and onsite palletizing of collected electronics items.

2. Prior to the first 2010 collection event scheduled to occur on February 27, 2010, the Contractor will provide instructions to the Coordinator regarding procedures for volunteers who will be working onsite on the day of the event to sort and palletize electronics items collected.

3. During each event to be held during 2010 (scheduled to occur on: February 27, 2010 or alternate snow/ice date of March 6, 2010, and on May 8, 2010, August 7, 2010, and November 6, 2010, from 8:00 a.m. to 1:00 p.m. each day of the event), the Contractor agrees to provide two persons at the Host Site to work closely with volunteers and event staff to facilitate the onsite sorting and palletizing of the electronics items being dropped off.

4. The Contractor agrees to accept, free of charge, CED and EED items collected at each event by the event staff and volunteers at a rate of no more than 10 CEDs or

EEDs at one time from individual members of the public, that meet the definition of a CED and/or EED, as defined in Illinois Public Act 95-0959 as follows:

- A CED is a "covered electronic device"--specifically: "any computer, computer monitor, television, or printer that is taken out of service from a residence in this State regardless of purchase location.
- An EED is an "eligible electronic device"--specifically: "any of the following electronic products taken out of service from a residence in this State regardless of purchase location: mobile telephone; computer cable, mouse, or keyboard; stand-alone facsimile machine; MP3 player; portable digital assistant (PDA); video game console, video cassette recorder/player, digital video disk player, or similar video device; zip drive; or scanner.

5. The Contractor agrees, at no cost to the Coordinator, to remove, transport and process, pursuant to Illinois Public Act 95-0959, electronics items collected at each event that occurs at the Host Site. The Contractor shall remove all electronics materials collected and stored at the Host Site following each event by 4:00 p.m. on the following Friday after the conclusion of each event. The Contractor further agrees that if it fails to remove electronic items collected and stored at the Host Site at each event that occurs by the deadline established in this Paragraph, Contractor shall pay a late fee of \$100 per week, commencing 7 days after the said deadline, and continuing until the removal of the electronic items has been completed. The Contractor shall pay any late fees due pursuant to this Paragraph to The News-Gazette, Attn: Amy George, 15 Main St., P.O. Box 677, Champaign, Illinois 61824-0677 or at such other place as the Host Site may designate.

Data Security Requirements

In order to ensure confidentiality and destruction of information or data remaining on hard drives or other electronics equipment that is dropped by residents at each event, the Contractor shall meet or exceed the requirements and standards indicated in Illinois Public Act 95-0959 regarding data security.

The Coordinator and Host Site assume no responsibility for information left on any hard drive.

Non-CED and Non-EED Items Collected and Accepted

If the agreed upon per-event threshold of 200 pounds of non-CED and non-EED items collected and accepted at no cost by the contractor is reached, thereafter the contractor will charge a rate of 25 cents a pound for such non-CED and non-EED items collected and accepted by the Contractor. An invoice for such charge, as may be applicable, will be forwarded to the Coordinator who has arranged for such charge to be proportionately paid by the Coordinator and other event sponsors as indicated in the Intergovernmental Agreement for Cost-Sharing Between the County of Champaign, the City of Champaign, the City of Urbana, and the Village of Savoy revised February 1, 2010.

Reporting on CED and EED Items Collected

Within 30 days following each event, the Contractor agrees to provide the Coordinator with a detailed summary regarding the weights of materials collected and accepted from each event, as follows:

- 1) total weight of computers collected;
- 2) total weight of monitors collected;
- 3) total weight of printers collected;
- 4) total weight of televisions collected;
- 5) total weight of EEDs collected

Reporting on non-CED and non-EED Items Collected

Within 30 days following each event, the Contractor agrees to provide the total weight of non-CED and non-EED items collected and not covered under Illinois Public Act 95-0959 to the event Coordinator. If the designated per-event threshold weight of 200 pounds of non-CED and non-EED items collected and accepted by the Contractor is exceeded, thereafter the Contractor will charge a rate of 25 cents a pound for non-CED and non-EED items exceeding the 200-pound threshold to the event sponsors via an invoice addressed to the Coordinator. The Coordinator will forward such invoice to

event sponsors who have agreed to pay a proportionate share of such cost to the Contractor within 30 days of receipt of an invoice from the Coordinator.

Non-Discrimination

The Contractor agrees to abide by Section 2-105a of the Illinois Human Rights Act.

Employment Issues

The Contractor agrees that it is an independent Contractor. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of either the Coordinator or the Host Site and any money received by the Contractor pursuant to this Agreement does not constitute compensation paid to an employee.

Neither the Coordinator nor the Host Site assumes liability for actions of the Contractor or its subcontractors under this Agreement. The Contractor shall maintain sufficient supervision and control of its operation to ensure that services enumerated herein shall be performed in a good and professional manner at all times. The Contractor is responsible for paying the payroll taxes and any employee benefits that the Contractor utilizes for this event.

Licenses and Related Laws

The Contractor, by signing this Agreement, warrants that the Contractor, its employees, and its Contractors which will perform services requiring a license, will have and maintain any required license. However, the Contractor may meet the license requirement through use of a subcontractor; provided however, the Contractor's use of a subcontractor in that circumstance does not relieve the Contractor of any obligations under the Agreement. The Contractor also agrees that it will comply with all applicable laws, ordinances and regulations of any kind whatsoever in the performance of this Agreement.

Assignment

This Agreement is not assignable unless agreed to by the parties in writing.

Termination

This Agreement may be terminated, for any or no reason, at the option of any party upon 30 days written notice to the other party.

Liability and Insurance: Coordinator

The Coordinator agrees to assume all risk of loss and to indemnify and hold the Contractor and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, 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 Coordinator's or its subcontractor's negligent or intentional acts or omissions.

The Coordinator further agrees to maintain adequate insurance to protect the Contractor and the Host Site against such risks. The Coordinator shall carry public liability, casualty and auto insurance in sufficient amount to protect the Contractor and the Host Site from liability for acts of the Coordinator. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Coordinator shall carry Worker's Compensation Insurance in amount required by laws.

The Coordinator also assumes full responsibility for and shall indemnify the Contractor and Host Site for all loss or damage of whatsoever kind and nature to any and all Contractor and Host Site property resulting from the negligent acts or omissions of the Coordinator or any employee, agent, or representative of the Coordinator or its subcontractor. The Coordinator shall do nothing to prejudice the Contractor's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Contractor or Host Site) property, and shall upon request and at the Contractor's or Host Site's expense, furnish to the Contractor or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit

and the execution of instruments of assignment in favor of the Contractor or Host Site in obtaining recovery.

The Coordinator shall provide the Contractor and Host Site with proof of such insurance prior to the initial event.

Liability and Insurance: Contractor

The Contractor agrees to assume all risk of loss and to indemnify and hold the Coordinator and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, 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 Contractor's or its subcontractor's negligent or intentional acts or omissions.

The Contractor further agrees to maintain adequate insurance to protect the Coordinator and the Host Site against such risks. The Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the Coordinator and the Host Site from liability for acts of the Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Contractor shall carry Worker's Compensation Insurance in amount required by laws.

The Contractor also assumes full responsibility for and shall indemnify the Coordinator and Host Site for all loss or damage of whatsoever kind and nature to any and all Coordinator and Host Site property resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or its subcontractor. The Contractor shall do nothing to prejudice the Coordinator's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Coordinator or Host Site) property, and shall upon request and at the Coordinator's or Host Site's expense, furnish to the Coordinator or to the Host Site all

reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Coordinator or Host Site in obtaining recovery.

The Contractor shall provide the Coordinator and Host Site with proof of such insurance prior to the initial event.

No Alcohol on Grounds

The Contractor and Coordinator shall abide by the Host Site rules as set out in the Lease Agreement revised February 1, 2010 with regard to the use of the Host Site, including the provision that calls for no alcohol to be available on the Host Site.

Choice of Law

This Agreement and the Contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Agreement Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Contractor Signature
Authorized to act on behalf of the Contractor

Date

Coordinator Representative
Authorized to act on behalf of the Coordinator

Date

Host Site Representative
Authorized to act on behalf of the Host Site

Date