

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS, EWORKS
ELECTRONICS SERVICES, INC. AND REVERSE LOGISTICS GROUP AMERICAS,
INC. TO PROVIDE ELECTRONICS RECYCLING TO RESIDENTS OF DUPAGE COUNTY**

This Electronics Recycling Services Agreement (hereinafter “AGREEMENT”), entered into as of December 3, 2024 by and between DuPage County, a body politic and corporate, with principal offices at 421 County Farm Rd., Wheaton, IL 60187 (hereinafter “COUNTY”), eWorks Electronics Services, Inc., a New York corporation with offices at 1480 S Wolf Rd. Wheeling, IL, and Reverse Logistics Group Americas, Inc. (hereinafter “RLGA”) with principal offices at 190 Middlesex Turnpike, Suite 206, Iselin New Jersey, individually referred to at times as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage (“COUNTY”) authority to enter into agreements and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers (55 ILCS 5/5-1005); and

WHEREAS, the Local Solid Waste Disposal Act (415 ILCS 10/1 et seq.) recognizes recycling as an important objective for counties in the State of Illinois and requires the development of solid waste management plans to protect the public health and welfare; and

WHEREAS, the COUNTY has developed a solid waste management plan that provides for, among other things, the County to assist with recycling, reuse and waste reduction; and

WHEREAS, RLGA is the group plan administrator assigned by the Illinois Manufacturer’s Clearinghouse to provide recycling services as defined in Public Act 100-0362, the Consumer Electronics Recycling Act; and

WHEREAS, DuPage County has indicated that it will utilize eWorks Electronics Services, Inc. as the “COLLECTOR” (hereinafter “COLLECTOR”) for the County to collect, sort, package and transport electronics for recycling and RLGA has agreed to provide for the recycling of electronics collected from DuPage County collection sites; and

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenant hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

1.0 RECITALS INCORPORATED

- 1.1 All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of the AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this Agreement shall be deemed incorporated herein and a part hereof.

2.0 SCOPE OF SERVICES

2.1 The purpose of this Agreement is to clearly identify the roles and responsibilities of each party as they relate to the collection, transportation and recycling of residential covered electronics devices (CEDs) as defined in the Illinois Consumer Electronics Recycling Act (CERA) during the time frame of January 1, 2025, to December 31, 2025.

2.2 Duties of COLLECTOR:

2.2.1 The COUNTY has secured twelve (12) collection sites where the COLLECTOR will provide all staff and labor to collect, sort, package, transport for recycling residential covered electronics devices as defined in CERA. Collection locations are:

Burr Ridge; Public Works Facility; 451 Commerce St.; and Naperville; Env. Collection Campus; 156 Fort Hill Dr.; and Wheaton; Public Works Storage Lot; 820 W. Liberty St.; and Lisle; Commuter Parking Lot B; 925 Burlington; and Elmhurst; Public Works Facility; 985 S. Riverside; and Bloomingdale Township; 6N030 Rosedale, Bloomingdale; and Addison Township; 411 W. Potter St., Wood Dale; and Carol Stream; 245 Kuhn Rd. (one-day event) Woodridge; (Christ the Servant) 8700 Havens Dr. (two one-day events); and Glendale Heights; 240 Civic Center Dr. (one-day event); and Westmont; Public Works Facility; 155 E. Burlington Ave.(two one-day events); and Lisle Township; 4711 Indiana Ave., Lisle.

2.2.2 Collection dates and hours may be modified by County and the COLLECTOR upon agreement.

2.2.3 The COLLECTOR may charge a fee of up to \$25 for televisions and monitors up to 21 inches and up to \$35 for televisions and monitors greater than 21 inches.

2.2.4 The COLLECTOR is responsible for ensuring that any data remaining stored on collected devices shall be disposed of in a manner that meets or exceeds Department of Defense and National Institute of Standards and/or Technology (NIST) standards whenever such devices are to be recycled for reuse. Any device on which remaining stored data has not been disposed of in accordance with these standards cannot be utilized for reuse and, instead, shall be destroyed before recycling.

2.2.5 The COLLECTOR shall provide necessary labor, forklift and/or pallet jacks needed to load trailer(s) collection events that will adequately service the event and ensure traffic flow and at all collection sites listed in Section 2.2.1. Staffing requirements will be determined by agreement with the COUNTY and host community.

2.2.6 To the extent recognized and permitted by law, all rights, title and interests to any material, of whatever nature, delivered to the recycling facility pursuant to this

AGREEMENT and accepted by the COLLECTOR shall vest in the COLLECTOR immediately upon such acceptance.

2.2.7 Acceptable items shall be as set forth in Exhibit A and shall comply with CERA. The COLLECTOR reserves the right to reject an item that is not listed on the acceptable items list and is not listed as an electronic item under CERA. COLLECTOR may accept additional items agreed to by COUNTY without obligation to RLGA.

2.2.8 COLLECTOR shall submit to the Illinois Environmental Protection Agency ("IEPA") all reports, documents, records required in Section 1-45 of CERA.

2.2.9 COLLECTOR shall accept, without a fee, any residential CEDs abandoned at collection sites.

2.2.10 COLLECTOR shall store collected CEDs and packaging material provided by RLGA's designated recycler in a covered facility or container that will keep material out of the elements.

2.2.11 COLLECTOR shall contact RLGA's designated recycler when ready to ship a trailer load of CEDs from a collection site.

2.2.12 COLLECTOR shall alert RLGA and COUNTY within 30 days if operational changes are made to any of the sites listed in 2.2.1 or if there are any violations issued to the COLLECTOR by the IEPA.

2.2.13 COLLECTOR shall allow RLGA and COUNTY to inspect collection site(s) within 24 hours' notice.

2.3 Duties of GROUP PLAN ADMINSTRATOR (RLGA):

2.3.1. RLGA shall provide for the transportation and subsequent recycling of the residential CEDs collected at, and prepared transport from, at a minimum, the collection locations listed in Section 2.2.1 of this AGREEMENT.

2.3.2 RLGA is responsible for securing the recycling of collected CEDs and ensuring that any data on containing devices meets or exceeds Department of Defense and National Institute of Standards and/or Technology (NIST) standards. Any device where these standards cannot be utilized will be destroyed and recycled.

2.3.3. RLGA shall provide reporting to the IEPA as required in Section 1-10 of CERA.

2.3.4 RLGA, through the assistance of its authorized recycler, shall undertake the following activities no cost to the COUNTY:

- (a) Packaging (pallets, gaylords & shrink wrap), as needed by County and/or the COLLECTOR and operation;
- (b) Transportation of collected CEDs from COUNTY collection sites and events to an authorized recycler; and

(c) Recycling of CEDs collected at COUNTY collection sites and events.

2.4 Duties of the COUNTY:

2.4.1. The COUNTY shall provide collection sites that meet or exceed the requirements set forth in CERA unless a written agreement is entered into with a Manufacturer or the Manufacturer's Clearinghouse.

2.4.2. The COUNTY and local government host site shall provide advertising for collection sites and events.

2.4.3. The COUNTY shall notify RLGA and COLLECTOR of submission of program opt-in forms to the Agency and Manufacturer's Clearinghouse.

2.4.4. The COUNTY shall notify RLGA and COLLECTOR at least 90 days in advance of a proposed collection event at any location not listed in Section 2.2.1. Notification shall include proposed event hours, address, past collection event weights and attendance.

TECHNICAL SUBCONTRACTORS

3.1 The COLLECTOR shall supervise any SUBCONTRACTOR(s) hired by COLLECTOR and COLLECTOR shall be solely responsible for any and all work performed by said SUBCONTRACTOR, or SUBCONTRACTOR, in the same manner and with the same liability as if performed by the COLLECTOR.

4.0 TIME FOR PERFORMANCE

4.1 The duties provided in this AGREEMENT shall start January 1, 2025 through December 31, 2025.

4.2 The AGREEMENT shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

5.0 COMPENSATION

5.1 The COLLECTOR will collect, transport, shred, and dismantle electronics at no charge to COUNTY or its partners. The COUNTY shall have no obligation to pay for any of said services.

5.2 RLGA's designated recycler will transport and recycle CEDs at no charge to COUNTY or its partners. The COUNTY shall have no obligation to pay for any of said services.

5.3 The COUNTY, at its sole discretion, may elect to reimburse the COLLECTOR up to a maximum of \$6,000 for any ancillary costs that are associated with the collection, transportation, shredding and dismantling of electronics that are not covered by the Illinois Manufacturer's Clearinghouse.

6.0 DELIVERABLES

- 6.1 The COLLECTOR and, or RLGA shall submit all data to the IEPA as needed pursuant to the Consumer Electronics Recycling Act (415 ILCS 151/) (the "Act").
- 6.2 The COLLECTOR shall provide data to the COUNTY and host community on a quarterly basis. Information shall include a breakdown of all electronics collected by weight separated by applicable category.
- 6.3 If COLLECTOR and, or RLGA fails to provide the above information to allow COUNTY to comply with any requirements set forth in the Act that may be applicable, COLLECTOR will pay for any and all penalties issued the COUNTY for non-compliance.

7.0 COLLECTOR'S INSURANCE

- 7.1 The COLLECTOR shall maintain throughout the term of this AGREEMENT, at its sole expense, insurance coverage described in Exhibit B.

8.0 INDEMNIFICATION

- 8.1 The COLLECTOR shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COLLECTOR's negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 8.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 8.1, is to be appointed a Special Assistant State's Attorney, in accord with the applicable law. The COUNTY's participation in its defense shall not remove COLLECTOR's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. COLLECTORS' indemnification of COUNTY shall survive the termination, or expiration of this AGREEMENT.
- 8.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. COLLECTOR's indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 8.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act 745 ILCS 10/1, et seq.) or otherwise available to it under the law.

9.0 SATISFACTORY PERFORMANCE

- 9.1 The COUNTY is engaging this COLLECTOR because the COLLECTOR professes to the COUNTY that it will employ the standard of care within its profession in the performance

of the services herein contracted. Accordingly, the COLLECTOR's and SUBCONTRACTOR(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County.

- 9.2 The COLLECTOR's services shall be performed in a manner consistent with the customary skill and care of its profession.
- 9.3 If any errors, omissions, or acts, intentional or negligent, are made by the COLLECTOR, or SUBCONTRACTOR(s), in any phase of the work, the correction of which requires additional field or office work, the COLLECTOR shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- 9.4 Acceptance of the work shall not relieve the COLLECTOR of the responsibility for the quality of its work, nor its liability for loss or damage resulting therefrom.

10.0 CONFLICT OF INTEREST

- 10.1 The COLLECTOR covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of COLLECTOR's services under this AGREEMENT.

11.0 COMPLIANCE WITH STATE AND OTHER LAWS

- 11.1 The COLLECTOR, and SUBCONTRACTOR(s), will comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, or other mandated approvals, whenever applicable.
- 11.2 The COLLECTOR, and SUBCONTRACTOR(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. COLLECTOR shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights. The COLLECTOR, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of the Illinois Criminal Code, 720 ILCS 5/33E-3 or 5/33E-4.
- 11.3 The COLLECTOR, and SUBCONTRACTOR(s), shall comply with the DuPage County Ethics Ordinance and provide any and all documents necessary to ensure compliance with this Ordinance.

12.0 MODIFICATION OR AMENDMENT

- 12.1 The parties may modify or amend this AGREEMENT only by a written document duly approved and executed by both parties.

12.2 The COLLECTOR acknowledges receipt of a copy of the COUNTY'S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. COLLECTOR agrees to submit changes in accordance with said Ordinance.

13.0 TERMINATION

13.1 Except as otherwise set forth in this AGREEMENT either party shall have the right to terminate this AGREEMENT for any cause upon serving sixty (60) days' prior written notice upon the other party, except in the event of COLLECTOR'S insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

13.2 Upon such termination, except for COLLECTOR'S obligation under Paragraph 8.0, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination.

13.3 Upon termination of this AGREEMENT, all data, reports and documents, if any, required of the COUNTY to submit to the State shall be submitted to the COUNTY within 10 days of termination.

14.0 DEFINITIONS

14.1 All definitions listed in Consumer Electronics Recycling Act 415 ILCS 151/ hereby made part of this agreement.

15.0 ENTIRE AGREEMENT

15.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

15.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein. In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

16.0 ASSIGNMENT

16.1 Either party may assign this AGREEMENT provided, however, such assignment shall be first approved, in writing, by the other party.

17.0 SEVERABILITY

17.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

18.0 GOVERNING LAW

- 18.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 18.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court for DuPage County.

18.3 NOTICES

All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Section 14.1, above.

Any required notice shall be sent to the following addresses and parties:

FOR THE RECYCLER:

eWorks Electronics Services, Inc.
Attn. Jeffery Stagg
1480 S Wolf Rd.
Wheeling, IL 60090

FOR THE COUNTY:

DuPage County Facilities Management Dept.
Environmental Division
421 N. County Farm Rd.
Wheaton, IL 60187

With a copy to:

DuPage County State's Attorney's Office
Attn: Civil Bureau
503 N. County Farm Rd.
Wheaton, Illinois 60187

FOR GROUP PLAN ADMINSTRATOR:

Reverse Logistics Group Americas, Inc.
Attn. Naomi Manahan
190 Middlesex Turnpike, Suite 206
Iselin, NJ 08830

19.0 WAIVER OF/FAILURE TO ENFORCE BREACH

19.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

20.0 FORCE MAJEURE

20.1 No of the parties shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this AGREEMENT and intend to be bound by its term.

COUNTY OF DUPAGE:

TIMOTHY HARBAUGH, P.E.
DIRECTOR OF FACILITIES MANAGEMENT

DATE

REVERSE LOGISTICS GROUP AMERICAS, INC:

NAOMI MANAHAN

11/19/24

DATE

WORKS ELECTRONICS SERVICES, INC:

JEFFREY STAGG

11/22/24

DATE

EXHIBIT A

ACCEPTABLE ITEMS

Cable Receivers
Computers (desktop, laptop, netbook, notebook, tablet)
Digital Converter Boxes
Digital Video Disc Players
Digital Video Disc Recorders
Electronic Keyboards
Electronic Mice
Facsimile Machines
Monitors
Portable Digital Music Players
Printers
Satellite Receivers
Scanners
Small Scale Servers
Televisions
Videocassette Recorders
Video Game Consoles

**EXHIBIT B
INSURANCE REQUIREMENTS**

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
3. **Commercial General Liability ****	
A. Per Occurrence	\$2,000,000
B. General Aggregate	
1. General Aggregate- Per project	\$2,000,000
2. General Aggregate - Products/ Completed Operations	\$2,000,000
4. Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
5. Fire Legal Liability (any one fire)	
6. Medical Expense (any one person)	\$10,000
7. **Umbrella Excess Liability (over primary)	\$5,000,000
Retention for Self-Insured Hazards (each occurrence)	\$5,000,000
8. ** Business Auto Liability ****	\$1,000,000
9. ***Environmental Impairment/Pollution Liability	\$10,000,000