



DU PAGE COUNTY

Environmental Committee

Final Regular Meeting Agenda

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, January 7, 2025

8:30 AM

Room 3500A

1. CALL TO ORDER
2. ROLL CALL
3. CHAIRWOMAN'S REMARKS - CHAIR RUTLEDGE
4. PUBLIC COMMENT
5. APPROVAL OF MINUTES
 - 5.A. [25-0002](#)
Environmental Committee Minutes - Regular Meeting - Tuesday, November 5, 2024
6. PARENT COMMITTEE APPROVAL
 - 6.A. [25-0003](#)
Recommendation of the approval to support local government hosted document shredding events providing all DuPage County residents access to document shredding services through November 30, 2025, for a total expenditure amount not to exceed \$8,500.
 - 6.B. [25-0004](#)
Recommendation for the approval of an 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, for the period January 1, 2025, to December 31, 2025, for an amount not to exceed \$6,000, for Environmental.
 - 6.C. [EN-R-0001-25](#)
Recommendation for the approval of a grant agreement between the County of DuPage and Choose DuPage for Choose DuPage to manage Sustainable DuPage, for the period of January 14, 2025 to November 30, 2025, for a total amount not to exceed \$60,000.
7. OLD BUSINESS
8. NEW BUSINESS
9. ADJOURNMENT



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-0002

Agenda Date: 1/7/2025

Agenda #: 5.A.



DU PAGE COUNTY

Environmental Committee

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, November 5, 2024

8:30 AM

Room 3500A

1. CALL TO ORDER

8:30 A.M. meeting was called to order by Chair Sheila Rutledge at 8:30 A.M.

2. ROLL CALL

PRESENT	Evans, Garcia, LaPlante, and Rutledge
ABSENT	Covert, and Cronin Cahill

3. CHAIRWOMAN'S REMARKS - CHAIR RUTLEDGE

3.A. DuPage Pollinator Mapping

Chair Rutledge thanked Member Evans for her leadership and collaboration with the GIS division and environmental organizations to map out pollinator deficits within the county. Member Evans explained that this is an effort to see where pollinators are, what can be changed to the habitat, and give people the opportunity to see how they can contribute to a healthy pollinator habitat on their own properties.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-2938](#)

Environmental Committee Minutes - Regular Meeting - Tuesday, October 1, 2024

RESULT:	APPROVED
MOVER:	Lynn LaPlante
SECONDER:	Paula Garcia

6. PARENT COMMITTEE APPROVAL

6.A. [FI-R-0203-24](#)

Acceptance and appropriation of the Metropolitan Mayors Caucus Recycling, Education, & Outreach Grant PY24, Company 5000 - Accounting Unit 1006, \$83,338. (Facilities Management)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

7. STAFF REPORTS

7.A. [24-2939](#)

America Recycles Day

Joy Hinz, Environmental and Sustainability Programs Manager, shared that America Recycles Day is November 15. It is an initiative of Keep America Beautiful and a nationally recognized day dedicated to and celebrating recycling. The U.S. EPA is observing the day and will be promoting recycling in support of the National Recycling Goal to increase the recycling rate 50% by 2030. Staff will be sharing resources on the Cool DuPage social media platforms.

Hinz informed members that the U.S. EPA has awarded CMAP (Chicago Metropolitan Agency for Planning) a grant to do a comprehensive climate action plan with 13 counties along with Wisconsin and Indiana. The data CMAP gathered and calculated from 2020 includes emissions by a variety of sectors. The climate action plan will be finalized by December 1, 2025 and submitted to the U.S. EPA. This plan will come to Environmental Committee for discussion and possible approval at that time. Joy Hinz and Ian Johnstone (Facilities Management Capital Project Energy Analyst) answered questions from Member Evans and Member LaPlante, clarifying and elaborating on the breakdown of the action plan at the county level and timeline.

8. INFORMATIONAL

8.A. [SM-P-0029-24](#)

Recommendation for the approval of a contract issued to School and Community Assistance for Recycling and Composting Education (SCARCE), for Professional Education Services, for Stormwater Management, for the period of December 1, 2024 through November 30, 2025, for a contract total not to exceed \$235,000 (\$85,000 Stormwater and \$150,000 Environmental). Per RFP #23-114-SWM, first of three optional renewals.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

9. PRESENTATIONS

9.A. SCARCE

Kay McKeen, Executive Director of SCARCE, presented an overview of Earth Flag awards, composting partnership with The Morton Arboretum, past and present recycling events hosted in various townships, the increased awareness of Green Your Gig dishes, the impact of the Reuse Center, the success of the Repair Fairs, and provided details for the pumpkin smash, cooking oil recycling pop-ups, and holiday light recycling.

McKeen shared her collaboration with the Garden Clubs in an effort to discourage the uplighting of trees to protect wildlife.

Chair Rutledge and McKeen discussed the fee for recycling electronics at some township locations.

10. OLD BUSINESS

Member LaPlante inquired about increasing the budget for Environmental in order to do more in comparison to the size of the county in addition to conversations about climate change. Nick Kottmeyer, Chief Administrative Officer & Director of Public Works, and Tim Harbaugh, Deputy Director of Facilities Management, discussed the adjustments that have been made thus far to substantially impact Environmental and the resources that have become available. Chair Rutledge shared she would like to see the conversation about home rule move forward in order to have the jurisdiction to do more environmentally.

Member Evans and Nick Kottmeyer, discussed the quantification of the county's efforts in environmental sustainability.

Vice Chair Garcia shared a reminder for sign recycling taking place on campus November 15th and 16th.

11. NEW BUSINESS

No new business was discussed.

12. ADJOURNMENT

With no further business, the meeting was adjourned at 8:57 A.M.



Action Item

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-0003

Agenda Date: 1/7/2025

Agenda #: 6.A.



FACILITIES MANAGEMENT

630-407-5700
fax: 630-407-5701

www.dupagecounty.gov/facilities

MEMORANDUM

TO: Sheila Rutledge, Chair
Environmental Committee Members

FROM: Joy Hinz, Environmental & Sustainability Programs Manager

DATE: December 11, 2024

RE: 2025 Document Shredding Program

Action Requested: Approve a sponsorship program for local government partner document shredding events in a total amount not to exceed \$8,500.

The attached program proposes to continue sponsorship funding for document shredding events held by local governments. Communities are offered up to \$500 per event contingent upon the event being made available to any DuPage County resident. Cool DuPage Partners are eligible to receive an additional \$150 not to exceed a total sponsorship of \$650.

In 2024, the funding supported 13 events throughout the County.

2025 DuPage County Document Shredding Funding Program

INTRODUCTION & PURPOSE

It is the goal of DuPage County's Environmental Committee ("County") to support recycling efforts by providing County residents access to document shredding services. The Committee is offering a sponsorship contribution of \$500 to local governments that are able to host a document shredding event with priority being given to first-time participants. Cool DuPage Partner communities will receive first consideration and will qualify for up to \$650 in sponsorship funding toward an event. County funding for the sum of all events is not to exceed \$8,500.

ELIGIBILITY

Any unit of local government may request funding. Local governments may partner with other organizations but must be a main host/contributor for the event. Communities will be notified if the County is able to fulfill their request for funding. Communities will receive email confirmation on their funding status. Only communities receiving a funding commitment from the County will be eligible for reimbursement.

CO-SPONSORSHIP AMOUNTS

Local governments may request up to \$500 toward shredding services. Cool DuPage Partner communities may request an additional \$150 not to exceed \$650 in shredding event funding.

ELIGIBLE EXPENDITURES

All funds must be used only for shredding services. Services must be provided at no cost to any DuPage County resident.

DETAILS

- Funding recipients should provide the location, staffing, vendor and complete all of the logistics in hosting an event. Events must take place prior to November 30, 2025.
- The funding recipient agrees to allow any DuPage County citizen/household to participate regardless of their incorporation status. The entity could expand their program to small businesses at their discretion.
- **Event details are required to be provided to the County as soon as finalized to maximize advertising opportunities.** Please share social media posts with the County and @CoolDuPage so the information can be further distributed.
- Funding recipients **must include a statement in promotional materials that partial funding/sponsorship was provided by DuPage County.**

REQUEST AND AWARDS

Local governments may request funding via email recycle@dupagecounty.gov or by writing to DuPage County Environmental Division, 421 N. County Farm Rd., Wheaton, IL 60187. It is the County's goal to spread the events out both geographically and throughout the year. Communities are encouraged to submit a request (even if a date has not been identified) for funding by February 15, 2025, however requests for funding will take place on a rolling basis until all funding is allocated.

The County endeavors to fund as many events as possible within the allotted expenditure not to exceed \$8,500.

REPORTING & INVOICING

Communities should provide:

- A short synopsis of event participation
- Estimated amount of paper collected, if at all possible
- Proof of expenditure/invoice from document shredding company
- A written reimbursement request or invoice from the local government entity to DuPage County c/o Environmental Division payable
 - The invoice should include the amount and address for the check to be sent to.

All reporting and invoicing documents can be mailed or emailed to recycle@dupagecounty.gov or by writing to DuPage County Environmental Division, 421 N. County Farm Rd., Wheaton, IL 60187.



Action Item

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-0004

Agenda Date: 1/7/2025

Agenda #: 6.B.

**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



Environmental Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: EN-R-0001-25

Agenda Date: 1/7/2025

Agenda #: 6.C.

GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CHOOSE DUPAGE FOR CHOOSE DUPAGE TO MANAGE SUSTAINABLE DUPAGE

WHEREAS, the County of DuPage (“County”) is a body corporate and politic; and

WHEREAS, Choose DuPage is an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code (“Code”); and

WHEREAS, the County and Choose DuPage are collectively known herein as the “Parties”; and

WHEREAS, the County has committed to Cool DuPage and has maintained a longstanding effort to educate and encourage entities to adopt and adhere to sustainability practices and the County believes that reducing greenhouse gases, waste, pollutants, and other environmental impacts is in the best interest of the County; and

WHEREAS, Choose DuPage has an existing trustworthy, reliable, and supportive relationship with DuPage businesses; and

WHEREAS, Choose DuPage has incorporated sustainability into its strategic plan and as part of its Sustainable DuPage initiative, Choose DuPage has already promoted sustainability to DuPage businesses and desires to expand the program; and

WHEREAS, the County has determined that Choose DuPage has the capacity and expertise to implement and manage a program which will encourage businesses to reduce their environmental impact; and

WHEREAS, the County agrees to compensate Choose DuPage sixty thousand dollars (\$60,000.00) to continue and expand the Sustainable DuPage initiative in accordance with the attached agreement; and

WHEREAS, the Environmental Committee has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Choose DuPage is hereby accepted and approved in an amount not to exceed \$60,000.00 through November 30, 2025, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Choose DuPage at 2001 Butterfield Rd., Suite 235, Downers Grove, Illinois 60515, and to ASA Nicholas Alfonso, Civil Division / DuPage County State's Attorney's Office.

Enacted and approved this 14th day of January, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CHOOSE DUPAGE
FOR CHOOSE DUPAGE TO MANAGE SUSTAINABLE DUPAGE**

THIS AGREEMENT is entered into this 14th day of January 2025 between Choose DuPage an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code (“Code”) with offices at 2001 Butterfield Rd., Suite 235, Downers Grove, Illinois 60515 and the County of DuPage, a body corporate and politic, with offices at 421 N. County Farm Road Wheaton, Illinois 60187, sometimes referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, the County of DuPage (“County”) is a body corporate and politic; and

WHEREAS, Choose DuPage is an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code (“Code”); and

WHEREAS, the County has committed to Cool DuPage and has maintained a longstanding effort to educate and encourage entities to adopt and adhere to sustainability practices and the County believes that reducing greenhouse gases, waste, pollutants, and other environmental impacts is in the best interest of the County; and

WHEREAS, Choose DuPage has an existing trustworthy, reliable, and supportive relationship with DuPage businesses; and

WHEREAS, Choose DuPage has incorporated sustainability into its strategic plan and as part of its Sustainable DuPage initiative, Choose DuPage has already promoted sustainability to DuPage businesses and desires to expand the program; and

WHEREAS, the County has determined that Choose DuPage has the capacity and expertise to implement and manage a program which will encourage businesses to reduce their environmental impact; and

WHEREAS, the County agrees to compensate Choose DuPage sixty thousand dollars (\$60,000.00) to continue and expand the Sustainable DuPage initiative in accordance with the below agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals: The recitals to this Agreement are incorporated as though set forth herein.
2. Purpose of the Funding: The County is providing funds to Choose DuPage for the development and implementation of Sustainable DuPage which includes the services and features described in this agreement.
3. Term of the Agreement: The Agreement shall be in effect beginning January 14, 2025 and shall expire on November 30, 2025.

4. Total Funding, Distribution of Funds: The County shall provide funds in the amount of sixty thousand dollars (\$60,000.00) (“Funds”). Funds shall be disbursed from the County in one lump sum to Choose DuPage within 30 days of the start date of this Agreement.
5. Administration of the Program: Choose DuPage, by entering into this Agreement, shall administer the following programs: (1) maintain, update and promote the Sustainable DuPage toolkit on the Choose DuPage website; (2) engage the business sector to reduce their environmental impact using current resources and by providing assessments upon request, (3) a program which connects DuPage County Businesses with sustainability certification providers and incentives, (4) a program which provides information on renewable energy programs, electric vehicle programs, energy efficiency programs and other sustainability actions, (5) disseminate information via social media, email communications and newsletters, (6) Choose DuPage shall provide staffing or consulting services to accomplish the Sustainable DuPage tasks, (7) Choose DuPage will launch a green business recognition program for businesses that achieve certain reductions or goals. Choose DuPage will coordinate with DuPage County Environmental Division to ensure consistency with respect to County’s existing efforts to promote environmental awareness and sustainability.
6. Grant Recipient Reporting: Choose DuPage agrees to provide to the County program metrics including the number of events where sustainability was promoted; number of direct business connections made, number of businesses reached, number of social media posts, number of newsletter articles or email communications and metrics for Sustainable DuPage toolkit views.
7. Review of Operations: The County may monitor and conduct an evaluation of operations funded by its grant to Choose DuPage for this Program. An evaluation may include site visits by County personnel to observe the Program, and/or to review Choose DuPage’s financial and program materials relating to the activities financed or facilitated by the grant.
8. Records/Indemnity: Choose DuPage shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Choose DuPage shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of the Choose DuPage, whether in paper or electronic form, that are pertinent to this Agreement, in such a manner as to clearly document Choose DuPage’s performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Choose DuPage, whether in paper or electronic form, that are pertinent to this Agreement, are collectively referred to as “Records.”

Choose DuPage shall at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Agreement by Choose DuPage and its employees, or because of any act or omission, neglect or misconduct of the Choose DuPage, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property

or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for Choose DuPage's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

Notwithstanding the above, neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such effects upon the performance of their respective duties under the Agreement.

9. Publicity and Announcements: The County and Choose DuPage shall work together to coordinate the Sustainable DuPage effort and will collaborate on events and promotion of educational materials. Choose DuPage and DuPage County's Cool DuPage social media platforms and newsletters and electronic communications will be used to market events, programs and opportunities. Promotional materials will name both parties.
10. Governing Law: This Agreement between the Parties is governed by the laws of the State of Illinois without regard to its conflicts of law principles. Venue for any disputes arising out of or in connection with this Agreement shall be sited in the 18th Judicial Circuit Court, sitting in Wheaton, DuPage County, IL.
11. Amendments: This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto.
12. Non-Assignment: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement nor any obligations imposed hereunder without the prior written consent of the other party.
13. No Third-Party Beneficiaries: The parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including, but not limited to, subcontractors, subconsultants, and suppliers. The parties expressly intend that any person other than the parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
14. Termination of the Agreement: Choose DuPage or the County, upon thirty (30) calendar days' written notice of intention to do so, may terminate all or part of this Agreement. Upon such termination, Choose DuPage shall return any Funds that are not expended or obligated to be expended for goods or services provided prior to the termination of this Agreement.

15. Counterparts; Electronic Delivery: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. To the extent signed and delivered by means of electronic transmission, this Agreement shall be treated in all manner and respects and for all purposes as an original and shall have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates listed below.

Choose DuPage:

Signature: _____
Greg Bedalov, President & CEO
Choose DuPage

Date: _____

DuPage County:

Signature: _____
Deborah A. Conroy, Chair
DuPage County Board

Date: _____