

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HOMER GLEN AND THE COUNTY OF WILL,
ILLINOIS**

THIS AGREEMENT is entered into this 10th day of June, 2014, by and between the Village of Homer Glen (hereinafter referred to as the "VILLAGE") a municipal corporation with offices at 14933 S Founders Crossing, Homer Glen, Illinois, 60491 and the County of Will (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 58 E. Clinton St, Suite 500, Joliet, Illinois, 60432.

RECITALS

WHEREAS, the VILLAGE and the COUNTY are units of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, one of the purposes of the COUNTY is to implement the Will County Solid Waste Management Plan and subsequent Updates. The most recent Update was adopted by the Will County Board on November 20, 2008 and may be amended from time to time thereafter; and

WHEREAS, the VILLAGE is completely within the COUNTY; and

WHEREAS, in order to protect against environmental damage, the continuing destruction of the environment, and harm to the public health, safety, and welfare which may result from the improper and unsafe treatment, storage, disposal, and dumping of household hazardous waste, the VILLAGE and the COUNTY have determined to conduct a single one day household hazardous waste collection event (hereinafter referred to as EVENT); and

WHEREAS, the COUNTY maintains a household hazardous waste collection services contract with an independent company (hereinafter referred to as CONTRACTOR) to collect, segregate, pack, and transport off site all wastes collected at the EVENT(s); and

WHEREAS, the COUNTY agrees to utilize its CONTRACTOR for this EVENT; and

WHEREAS, the COUNTY agrees to pay the full amount of the CONTRACTOR's invoice for services provided at the EVENT; and

WHEREAS, the VILLAGE agrees to reimburse the COUNTY \$7,500 for the expenses incurred by the COUNTY for CONTRACTOR services; and

WHEREAS, the VILLAGE will secure the EVENT date and location with final approval of the COUNTY; and

WHEREAS, the VILLAGE will provide volunteers on the day of the EVENT that will assist with traffic control and resident surveys; and

WHEREAS, the VILLAGE and COUNTY will individually provide separate certificates of liability insurance listing the property owner of the determined location as certificate holder; and

WHEREAS, the VILLAGE and COUNTY will promote the event; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

- 1.0 INCORPORATION OF RECITALS. The foregoing Recitals are incorporated herein by reference as though fully set forth.
- 2.0 TERM OF THIS AGREEMENT. This agreement shall be in effect from the date set forth above through the duration of the event and until such time that reimbursement has been received by COUNTY from VILLAGE. This agreement may be terminated by sixty (60) days written notice prior to the EVENT once scheduled.
- 3.0 Event Date and Hours. The event shall be conducted on one single Saturday during either September 2014, October 2014, or first Saturday of November 2014. The hours for the event will be promoted as 8 am to 3 pm. All residents in line as of 3 pm, the closing time of the event, will be served.
- 4.0 COUNTY Responsibilities.
 - 4.1 Provide an experienced and qualified CONTRACTOR to collect, segregate, containerize, transport, and properly recycle and dispose waste collected at the EVENT.
 - 4.2 Provide an EVENT coordinator to oversee coordination and proper operation of EVENT.
 - 4.3 Provide EVENT signs to direct residents to the EVENT and control traffic.
 - 4.4 Provide a certificate of liability insurance listing the property owner of the EVENT location as certificate holder.
 - 4.5 Promote the EVENT to VILLAGE and COUNTY residents according to criteria in Section 9.0 in this agreement.
 - 4.6 Pay full amount of invoice for CONTRACTOR services.
 - 4.7 Provide copy of CONTRACTOR invoice to VILLAGE.
- 5.0 VILLAGE Responsibilities.
 - 5.1 At its sole cost and expense, VILLAGE shall secure the EVENT location within VILLAGE corporate limits that meet criteria within Section 6.0 of this agreement with final COUNTY approval.
 - 5.2 Schedule the EVENT on a Saturday during either September 2014, October 2014, or first Saturday of November 2014 for the hours of 8 am to 3 pm.
 - 5.3 At its sole cost and expense, VILLAGE shall provide a minimum of 4 volunteers to assist the County with traffic control and surveying attendees of the EVENT.

5.4 At its sole cost and expense, VILLAGE shall provide a certificate of liability insurance listing the property owner of EVENT location as certificate holder.

5.5 At its sole cost and expense, VILLAGE shall promote the EVENT to VILLAGE residents according to criteria in Section 9.0 in this agreement.

5.6 Reimburse COUNTY \$7,500 for reimbursement of CONTRACTOR services within 30 days of receipt of invoice from COUNTY.

6.0 EVENT Location.

6.1 Shall have continuous asphalt or a concrete parking lot approximately one acre in size with minimal islands to allow entry and movement of semi-trailers and attendee traffic.

6.2 Shall be at a parking lot free of traffic or parked vehicles not associated with EVENT.

6.3 Location will need to be secured with adequate lighting for the hours of 6 am to 9 pm for EVENT setup, operation, and cleanup.

7.0 WASTE or ITEMS that will be collected.

Used Oil, Oil based paints, Oil based stains, Used Oil Filters, Paint thinners, Old gasoline, Solvents, Antifreeze, Drain cleaners, Automotive/Boat batteries, Rechargeable batteries, Cleaning products, Fluorescent light bulbs, Unwanted medication, Compact fluorescent bulbs, Mercury & mercury containing items, Pool chemicals, Aerosol paints & pesticides, Driveway Sealer, Used Cooking Oil, Used Parts Cleaner, Handheld Propane Cylinders, Lawn & garden chemicals and fertilizers.

8.0 WASTE or ITEMS that will not be collected.

Latex based paints, Alkaline batteries, Business wastes, Tires, Fireworks, Agricultural wastes, Institutional wastes, Governmental wastes, Explosives, Regular garbage, Ammunition, Smoke detectors, Radioactive material, Medical waste, Controlled substances, Gas cylinders except small/handheld Propane cylinders, and Empty containers.

9.0 PROMOTION.

8.1 All promotion shall include EVENT date, hours, location, and Waste or Items that will and will not be collected.

8.2 All promotion shall include the language "Open to Will County Residents Only"

8.3 Promotion shall not include language that indicates the EVENT is restricted to VILLAGE residents only.

10.0 MUTUAL INDEMNIFICATION.

Mutual Indemnification. Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party, it's officials, officers, employees or agents (except to the extent caused by the negligent act or omission of the other party, its

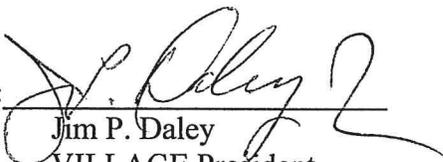
employees, or agents). Written notice of any claim shall be given in a timely manner. This indemnification clause shall survive termination of this agreement.

11.0 NOTICE.

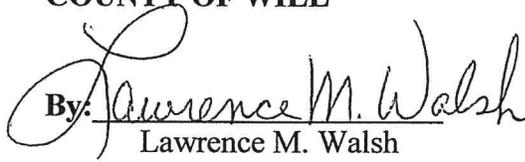
Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, if to the addresses listed above.

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

VILLAGE OF HOMER GLEN

By: 
Jim P. Daley
VILLAGE President

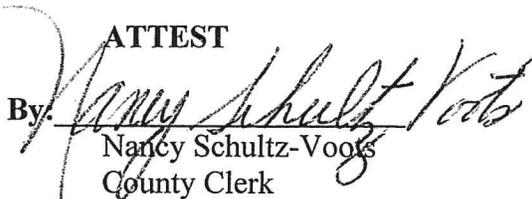
COUNTY OF WILL

By: 
Lawrence M. Walsh
County Executive

ATTEST

By: 
Gale Skroboton
VILLAGE Clerk

ATTEST

By: 
Nancy Schultz-Voos
County Clerk