

INTERGOVERNMENTAL AGREEMENT
VILLAGE OF ORLAND PARK
AND THE COUNTY OF WILL, ILLINOIS

THIS AGREEMENT entered into this ___ day of _____, 2015, by and between the VILLAGE OF ORLAND PARK, Illinois (VILLAGE) and the County of Will, Illinois (COUNTY).

WITNESSETH:

WHEREAS, the VILLAGE is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, the COUNTY is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, one of the purposes of the COUNTY is to implement the Will County Solid Waste Management Plan (PLAN) as adopted by the Will County Board on December 4, 2008 and amended from time to time thereafter; and

WHEREAS, the VILLAGE is all or partially inside of the COUNTY; and

WHEREAS, the COUNTY is authorized by the Intergovernmental Cooperation Act to plan, construct, reconstruct, acquire, own, lease, equip, extend, improve, manage, operate, maintain, repair, close and finance waste projects; and

WHEREAS, the COUNTY operates a medication take-back program in cooperation with the Illinois Environmental Protection Agency; and

WHEREAS, the COUNTY maintains a hazardous waste collection contract with an independent company ("the Contractor") with offices in Illinois; and

WHEREAS the COUNTY and the VILLAGE want to expand opportunities for residents to dispose of medication, both over-the-counter and prescription and personal care products that may contain potentially hazardous ingredients; and

WHEREAS, the VILLAGE maintains a police department that is authorized by the United States Drug Enforcement Agency to take back controlled substances; and

WHEREAS, the VILLAGE has indicated their desire to collect unwanted or expired residentially distributed medications for both safety and environmental reasons; and

WHEREAS, the VILLAGE agrees to host and maintain a site to collect residentially generated medications and personal care products from Will County residents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the parties as follows:

SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the test of the Agreement as if fully set forth herein.

SECTION 2. Definitions.

“CONTRACTOR” shall mean a Hazardous Waste Disposal Company, privately or publicly held, that has been awarded a contract with the Illinois EPA or County of Will to provide sorting, recycling and/or disposal service for residential medication and personal care products.

“Controlled Residential Medication” means pills and liquids are defined by the Federal Drug Enforcement Agency (DEA) under the 1970 Controlled Substances Act. They are medications categorized by “schedules” based on their potential for abuse or addition. These schedules include opiates, hallucinogens and prescriptions containing narcotics or amphetamines.

“Personal Care Products” means residentially generated lotions, dyes, creams, pastes or gels that may contain potentially hazardous ingredients. Examples include sunscreen, moisturizers, and hair dye. This excludes products from pharmaceutical representatives, pharmacies or other institutional, governmental or commercial businesses.

“Residential Medication” means pills, liquids, inhalers that are controlled or non-controlled as defined by the DEA, over-the-counter or prescription and generated from Will County households. This also may include mercury containing thermometers and blood-pressure gauges. This excludes medication from pharmaceutical representatives, pharmacies or other institutional, governmental or commercial businesses.

SECTION 3. COUNTY Responsibilities:

- A. Maintain an Agreement with a Hazardous Waste Disposal CONTRACTOR to sort, recycle, or incinerate “Residential Medication” and “Personal Care Products”.
- B. Provide various sized consolidation containers from the Hazardous Waste Disposal CONTRACTOR to the VILLAGE as needed.
- C. Provide a secure storage area in a locked building for consolidation of materials from various partners in the Illinois-EPA Medication Take-Back program.
- D. Provide personnel at the secure location to accept sealed consolidated containers from the VILLAGE personnel and place them in the secure storage area.
- E. Contact the Hazardous Waste CONTRACTOR when collection is required and provide personnel to supervise material transfer to the CONTRACTOR, including necessary paperwork.
- F. Bill the VILLAGE for each container based on the billing rate of the County’s or Illinois EPA’s contract pricing (Approximately \$120 to \$204 per 30-gal container). Will County’s contract is bid approximately every three years so this price is subject to change based on the selected contractor.
- E. Provide technical advice/assistance and support to the VILLAGE on the collecting, consolidation and storing of residential medication and personal care products.
- F. Indemnify, and hold harmless the VILLAGE, and their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys’ fees and defend the indemnified parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the COUNTY’S

employees, agents, independent contractors, including the Contractor officers, members or any person or entity performing services on behalf of the COUNTY. The COUNTY is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The COUNTY's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

SECTION 4. VILLAGE Responsibilities:

- A. Establish, operate and maintain a site to collect and store "Controlled Residential Medication," "Residential Medication" and "Personal Care Products" from Will County residents.
- B. Advertise or otherwise inform Will County residents as to the availability of the site and the items being collected.
- C. Notify the COUNTY of the need to bring "Residential Medication" and "Personal Care Product" materials to the COUNTY and make a mutually agreeable appointment time with COUNTY staff to deliver the materials to the locked cage within the secure building designated by the COUNTY.
- D. To dispose of "Controlled Residential Medication" when disposing of illegal drugs at the sole cost of the police department and following internal procedures aligned with DEA requirements.
- E. Indemnify, and hold harmless the COUNTY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the VILLAGE employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the VILLAGE. The VILLAGE is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The VILLAGE's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

SECTION 5. Payment:

- A. If the Illinois EPA agrees at anytime to cover the cost of drums collected through this agreement, the cost of the drums will not be billed to the VILLAGE.
- B. If the COUNTY is hosting a One-Day HHW Collection anywhere in the County and is collecting medication drums as part of the HHW Collection, then any drums taken by the CONTRACTOR as part of the One-Day and any drums delivered by the Police Department to the event , shall have the cost of disposal covered by the COUNTY.
- C. If the COUNTY medication drum storage area is full and the CONTRACTOR is required to provide disposal services to the COUNTY, any drum disposal cost not covered by the Illinois EPA, shall be covered by the VILLAGE.
 - i. The COUNTY shall provide an invoice to the VILLAGE for reimbursement of the cost of the drums delivered by the VILLAGE. The invoice shall include a copy of the invoice received by the COUNTY from the CONTRACTOR.

SECTION 6. Term:

- A. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect for a period of three years. This agreement may be terminated by sixty (60) days written notice by either party.
- B. If the County does not allocate funds for this program in the annual budget, this program shall be terminated upon approval of said budget.

SECTION 7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 8. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 9. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

SECTION 10. Notices. Notices to the parties shall be in writing and delivered by personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

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| <p>If to the COUNTY: Resource Recovery and Energy Director Will County – Land Use 58 E. Clinton Street Joliet, IL 60432 Phone: (815) 774-4343 Fax Number (815) 722-3410 E-Mail: recycling@willcountygreen.com</p> | <p>If to the VILLAGE: Police Chief Timothy McCarthy Village of Orland Park 15000 S. Ravinia Avenue Orland Park, IL 60462 Phone: 708-364-8106 Fax: 708-349-8956 E-mail: JMitchell@Orland-Park.il.us</p> |
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Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting.

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

WILL COUNTY, ILLINOIS

VILLAGE OF ORLAND PARK

By _____
County Executive Larry Walsh

By _____
Village President Daniel J. McLaughlin

Attest:

By _____
County Clerk Nancy Schultz Voots

By _____
Village Clerk John C. Mehalek

EXHIBIT 1.



**WILL COUNTY
PHARMACEUTICAL TAKE-BACK PROGRAM**

In cooperation with the Illinois Environmental Protection Agency

