



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Intergovernmental Agreement (IGA) between the City of Geneva and the County of Kane for Household Hazardous Waste Collection Services.		
Presenter & Title:	Richard Babica, Director of Public works		
Date:	August 9, 2017		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: Vision 5, Letter G; Maintain high quality public services that serve and protect our residents and businesses.			
Estimated Cost: \$20,000	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The FY2017-2018 Budget provides \$20,000 within the Refuse Fund Account # 643.90.00.00.583.30, <i>Garbage Disposal Hazardous Waste</i>, to conduct a curbside Household Hazardous Waste (HHW) Program. This program was successfully conducted by Waste Management Services (WMS) through FY16-17. In January, 2017, we received notice from WMS that they were exercising their option to opt out of their third-year contract renewal due to business restructuring. Staff attempted to negotiate new terms with WMS, to no avail. At the same time, staff became aware that Kane County was submitting a bid to conduct their HHW. Through a collaborative effort of these two agencies, the possibility of the City of Geneva to conduct its HHW utilizing the Kane County contractor was realized. This will be another example of collaboration amongst local, county and State agencies to control costs.</p> <p>Attached for your review is an intergovernmental Agreement (IGA) with Kane County that will allow for the resumption of the HHW program within the City of Geneva. The program will be administered by Kane County, and the HHW will continue to operate collecting the same materials curbside from the residents as it has in the past. The HHW Program has been extensively utilized by the public, has been very popular and we have received numerous calls as to when it will be re-implemented.</p>			

Attachments: <i>(please list)</i>
<ul style="list-style-type: none">• Resolution 2017-86 Authorizing the Execution of an IGA with Kane County to conduct the HHW Program• Intergovernmental Agreement (IGA) between the City of Geneva and the County of Kane for the Household Hazardous Waste Collection Services and Rider to the Offer to Contract (RFP 20-017) with US Ecology
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>
Respectfully recommend that the City Council authorize the execution an IGA with the County of Kane for the Household Hazardous Waste Collection Services and Rider to the Offer to Contract (RFP20-017) with US Ecology.

RESOLUTION NO. 2017-86

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF KANE FOR THE HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES AND RIDER TO THE OFFER TO CONTRACT (RFP 20-017) WITH US ECOLOGY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement with the County of Kane, on behalf of the City of Geneva, for the Household Hazardous Waste Collection Services and Rider to the Offer of Contract (RFP 20-017) with US Ecology, a copy of which is attached hereto

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 21st day of August, 2017.

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 21st day of August, 2017.

Mayor

ATTEST:

City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF GENEVA AND THE COUNTY OF KANE
FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES
AND RIDER TO THE OFFER TO CONTRACT (RFP 20-017) WITH US ECOLOGY**

THIS AGREEMENT is hereby made and entered into as of the date of final execution below, by and between EQ Industrial Services, Inc. dba US ECOLOGY (hereinafter referred to as the “Service Provider”), the CITY OF GENEVA, ILLINOIS, a municipal corporation (hereinafter referred to as the “City”), and COUNTY OF KANE, ILLINOIS (hereinafter referred to as the “County”).

WITNESSETH

WHEREAS, the City and the County are public agencies within the meaning of the Intergovernmental Cooperation Act; and

WHEREAS, the City and the County are also units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the City and the County are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the Kane County Solid Waste Management Plan, adopted by the Kane County Board in 1992 and most recently updated in 2015 recommends that the County develop and maintain programs for collection and proper management of household hazardous waste (hereinafter referred to as “HHW”); and

WHEREAS, the County holds a current service contract (hereinafter referred to as the “Current Operating Contract”) covering the period April 1, 2017 to March 31, 2022, with a properly registered and authorized Service Provider, for collection, recycling and proper disposal of HHW; and

WHEREAS, the City has discontinued their independent HHW Collection program and is invited to partner with the County in order to provide service to the residents of the City under the County’s Current Operating Contract with the Service Provider.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City, the County, and the Service Provider agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement in their entirety.

SECTION 2. SCOPE OF SERVICES

- (A) There is a current operating contract in force at the time of this Agreement with EQ Industrial Services, Inc. dba US Ecology, a properly registered Service Provider.
- (B) The Service Provider agrees to provide services to the City, under the same terms and conditions that are contained in its current operating agreement with the County and hereby amends the current Offer to Contract Form (RFP 20-017) and Rider (dated June 27, 2017) to include services provided to the City of Geneva.
- (C) The Service Provider delivers year-round monthly home collection for HHW to eligible communities within Kane County, including: scheduling, sending out kits, reminder calls, collection, and reporting. Each household will be allowed to use the program once each calendar year. All HHW will be transported to a registered facility for processing.

The Service Provider will track City of Geneva users separately and will limit the number of pickups per month from the City in order to average out the users across the year, so as not to exceed the City's contribution in any one-year period. Any Geneva resident who calls to schedule a collection after the monthly quota has been met will be scheduled into the following month, or may choose alternately to utilize the free Household Hazardous Waste Facility in Naperville.

- (D) Materials accepted include the following:
- Aerosol products
 - Antifreeze
 - Auto fluids
 - Ballasts (non-PCB & PCB)
 - Batteries – auto, sump, power tool & household sizes
 - Blacktop sealer - oil based
 - Cleaning products
 - Cooking Oil
 - Fire Extinguishers
 - Fluorescent bulbs (tubes and CFLs)
 - Gasoline & oil/gas mixtures
 - HID (headlight bulbs)
 - Hobby & photo chemicals
 - Lawn chemicals
 - Mercury containing Devices (thermostats, etc.)
 - Motor oil
 - Oxygen tanks
 - Paint (Oil-based paints, stains, varnishes; and Latex Paint)
 - Pesticides, poisons, herbicides, insecticides
 - Pharmaceuticals/medications
 - Pool chemicals

- Propane tanks
- Resins, Glues, Adhesives
- Smoke Detectors
- Solvents

(E) Items not accepted include the following:

- Acetylene cylinders
- Ammunition, explosives or fireworks
- Biological or medical waste
- Business generated waste
- Foam cylinders (Part A/Part B)
- MAPP gases
- Pharmaceuticals/medications
- Radioactive Material
- Syringes/needles
- Farm machinery oil

(F) Service Fees in the Current Operating Contract are as follows:

1. Fee per stop for Universal Waste (Recyclable waste) only - \$100 per resident stop.
2. Fee per stop for Universal Waste and Household Hazardous Waste (mixed waste) - \$125 per resident stop.
3. Excess Waste Pick-up Fee - \$5.00 per lb. exceeding 70 lbs. per resident stop, excluding latex paint, which will be exempt from being counted as excess pounds.

(G) The County Recycling Coordinator will administer the program including processing invoices, tracking the City resident's usage, providing timely reports to the City, invoicing the City as applicable and as provided for in Section 3 below. The County Recycling Coordinator will handle public response and outreach pertaining to the program.

SECTION 3. PAYMENT FOR SERVICES

(A) The City shall pay Twenty-Thousand Dollars (\$20,000) per budget year to the County towards this program, in one lump-sum payment at a time, to be paid within 60 days of receiving an invoice from the County.

(B) At such a time as the City should raise the amount per household paid to the City by their contracted Waste Hauler per their agreement, the City shall pay the total amount to the County towards the Geneva residential HHW service and the maintenance of the County HHW program.

SECTION 4. CHANGES

The County or the City may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the County and the City shall be incorporated only in written amendments to this Agreement.

SECTION 5. TERMINATION

- (A) Default. This Agreement may be terminated in whole or in part in writing by any party provided that no such termination may be effected unless the other parties are given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- (B) In the event of termination by any party, an equitable adjustment shall provide for payment to the County or Service Provider for services rendered prior to the termination.

SECTION 6. REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the County and the City arising out of or relating to this Agreement or the breach thereof shall be resolved in the Circuit Court of Kane County. Each party shall be responsible for its own attorney's fees and costs.

SECTION 7. HOLD HARMLESS

The City agrees to assume all risk of loss and to indemnify and hold the County and the Service Provider, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, 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 City's negligent or intentional acts or omissions.

SECTION 8. SEVERABILITY

The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

COUNTY OF KANE

CITY OF GENEVA

By _____
Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

By _____
Kevin Burns
Mayor
City of Geneva, Illinois

Date: _____

Date: _____

EQ Industrial Services, Inc. dba US Ecology

By _____

Lisa McLeod
Contract Analyst 1
EQ Industrial Services, Inc. dba US Ecology

Date: _____