



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Intergovernmental Agreement 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:	December 4, 2023		
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: ES-III, ES-IV			
Estimated Cost: \$28,000	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>In August 2017, Geneva and Kane County entered into a five-year Intergovernmental Agreement (IGA) to conduct this program utilizing the Kane County contractor. This IGA was renewed at the March 21, 2022 City Council Meeting extending the program through 2027 at an annual funding level of \$20,000. The new Solid Waste Contract increased the funding level for this program from \$3 per household to \$4 per household annually. These funds are paid to the City by the Solid Waste Contractor. Attached for your review is an intergovernmental Agreement (IGA) with Kane County that reflects this increase in funding level to \$28,000 through 2027. The program will be administered by Kane County with the HHW materials collected curbside from the residents, as is the current practice.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Intergovernmental Agreement between Geneva and Kane County for HHW Service 			
Voting Requirements:			
<i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Recommend Approval of a Resolution Authorizing the Mayor to execute an IGA with the County of Kane for the Household Hazardous Waste Collection Services.			

RESOLUTION NO. 2023-126

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF KANE FOR THE HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

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, 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 20th day of November, 2023.

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

Approved by me this 20th day of November, 2023.

Mayor

ATTEST:

City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF GENEVA AND THE COUNTY OF KANE
FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES**

THIS AGREEMENT is hereby made and entered into as of the date of final execution below, by and between 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 2020 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 March 28, 2022 to March 27, 2027, with a properly registered and authorized Service Provider, for collection, recycling and proper disposal of HHW; and

WHEREAS, the City has been invited to continue partnership with the County in order to provide service to the residents of the City under the County’s Current Operating Contract for HHW.

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 between Clean Harbors Environmental Services, Inc, a properly registered Service Provider, and the County under which the Service Provider agrees to provide services to the City among other locations in the County.
- (B) Under the existing Current Operating Contract, the Service Provider delivers year-round monthly home collection for HHW to eligible communities within Kane County, including: scheduling, sending out kits, reminder notifications, 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.
- (C) Under the existing Current Operating Contract, the Service Provider reports City of Geneva program use to the County. The County maintains official program records and authorizes all payments to Service Provider based on work completed.
- (D) The eligible areas include residences within the corporate boundaries of the City. Residents of Mill Creek Special Service Area are eligible for the County HHW program, but such use is not reported under or paid for through the City program. Residents in Unincorporated Geneva Township outside of Mill Creek are not eligible for the program. The County provides the Service Provider with an online GIS tool to ensure eligibility prior to scheduling service.
- (E) Materials accepted include the following:
- Aerosols
 - Antifreeze and other automotive fluids
 - Ballasts (non-PCB & PCB)
 - Batteries
 - Blacktop sealer - oil based
 - Cleaning products
 - Cooking Oil
 - Corrosive agents
 - Fire Extinguishers
 - Fluorescent bulbs (tubes and CFLs)
 - Gasoline & oil/gas mixtures
 - HID bulbs (headlight bulbs)
 - Hobby & photo chemicals
 - Lawn chemicals
 - Mercury containing devices (thermostats, etc.)
 - Oxidizers
 - Paint (both oil and water-based paints, stains, varnishes)
 - Pesticides, poisons, herbicides, insecticides
 - Pool chemicals
 - Propane tanks (in shippable condition)
 - Resins and adhesives, excluding aerosol adhesive
 - Solvents

(F) Items not accepted include the following:

- Biological or medical waste, including sharps
- Radioactive materials, including smoke detectors and carbon monoxide detectors
- Tires
- Appliances
- All gas cylinders other than propane
- Fireworks, explosives and ammunition
- Highly reactive materials requiring stabilization for transport
- DEA regulated chemicals
- Unknown and unlabeled materials
- Any materials generated by a business, including home businesses and farms
- Containers of any liquid waste over 5 gallons in volume

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

1. Fee per stop for Universal Waste (Recyclable waste) only - \$165 per resident stop.
2. Fee per stop for Universal Waste and HHW (mixed waste) - \$165 per resident stop.
3. Excess waste pick-up fee - \$2.06 per lb. in excess of 70 lbs. per resident stop, excluding latex paint, which is exempt from being counted as excess poundage.
4. Processing fee of \$1.30 per pound of latex paint.
5. No-show fee for scheduled pick-ups where material is not left curbside - \$75 per occurrence.

(H) The County Recycling Coordinator will administer the program including processing invoices, tracking City residents' 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 also provide public response and outreach pertaining to the program.

SECTION 3. PAYMENT FOR SERVICES

(A) The City shall pay Twenty-Eight Thousand Dollars (\$28,000) per budget year to the County towards this program, in one lump-sum payment, to be paid within 60 days of receiving an invoice from the County.

(B) The County shall work with the Service Provider under the existing Current Operating Contract to scale monthly service availability to City residents relative to the program contribution in Section 3(A) above.

(C) Should the actual program costs arising from service to City residents exceed the amount of Twenty-Eight Thousand Dollars (\$28,000) within a program year, the County reserves the right to invoice the City for the exact balance, to be paid within 60 days.

(D) Annual funds less the HHW home collection service program costs will support the delivery and maintenance of residential recycling programs provided by the County that benefit the residents of the City. These programs include:

- a. Kane County Recycling Centers and Events: Electronics Recycling, Clothing and Textile Recycling, Book and Bulk Paper and Cardboard Recycling, Document Shredding
- b. Education and Outreach: KC Recycles Green Guide, KCR Website, Kane County Connects Columns, Public Response (emails and phone calls), and presentations to City civic groups.
- c. Other projects: Kane County Solid Waste Plan and achievement of goals, Hauler licensing &

- data collection, Recycling Ordinance enforcement, State level collaboration (for example: IEPA programs), technical assistance for waste hauler contracts and cart tagging programs.
- d. Special Services to Municipalities and Townships: Annual free tire recycling collection for dumped tires, free electronics recycling (for dumped TVs and electronic equipment) year-round.

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 _____
Corinne M. Pierog
Chairman, County Board
Kane County, Illinois

By _____
Kevin Burns
Mayor
City of Geneva, Illinois

Date: _____

Date: _____