

RESOLUTION NO. 2023-03-017R

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT FOR RESIDENTIAL ELECTRONICS AND HOUSEHOLD
HAZARDOUS WASTE COLLECTION**

WHEREAS, the City of Urbana (hereinafter, the “City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution of 1970; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enable the units of government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the City Council, after due consideration, finds that the expeditious provision of electronics and household hazardous waste collection services is best provided by intergovernmental agreement with other public agencies, promotes the best interests of the residents of the City, and is desirable for the welfare of the City’s government and affairs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

That an Intergovernmental Agreement providing for collection of electronics and household hazardous wastes among the City of Urbana, City of Champaign, Village of Savoy, and Champaign County in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

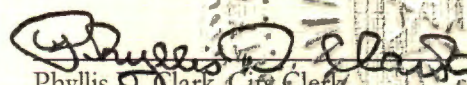
That the Mayor and the City Administrator of the City of Urbana, Illinois, be and the same are hereby authorized to execute and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Intergovernmental Agreement,

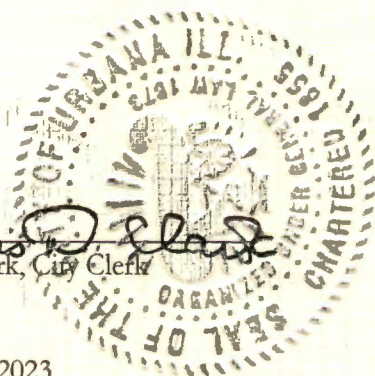
PASSED BY THE CITY COUNCIL this 27th day of March, 2023.

AYES: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken, Quisenberry

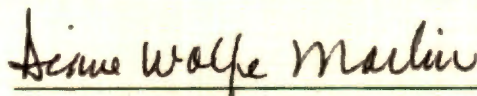
NAYS: None

ABSTENTIONS: None


Phyllis D. Clark, City Clerk



APPROVED BY THE MAYOR this 31st day of March, 2023.


Diane Wolfe Marlin, Mayor

AN INTERGOVERNMENTAL COST SHARING AGREEMENT
BETWEEN THE COUNTY OF CHAMPAIGN,
THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND THE VILLAGE OF SAVOY
FOR RESIDENTIAL ELECTRONICS COLLECTIONS IN 2023 AND
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY-SPONSORED ONE-DAY HOUSEHOLD
HAZARDOUS WASTE COLLECTION IN 2023

THIS AGREEMENT is made and entered into by and between the County of Champaign and the following Illinois municipal corporations: the City of Champaign, the City of Urbana, and the Village of Savoy, effective on the last date signed by a party hereto. The foregoing entities will hereafter be noted as “the parties.”

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and 5 ILCS 220/1, *et seq.* enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the parties find it to be most cost effective to mutually combine efforts and to share in the costs associated with Residential Electronics Collections to be held on May 19-20, 2023 and October 13-14, 2023 at Parkland College campus in Champaign, Illinois and costs associated with the Illinois Environmental Protection Agency (IEPA)-Sponsored One-Day Household Hazardous Waste Collection to be held on April 15, 2023 at State Farm Center Parking Lot F5 in Champaign, Illinois (hereinafter referred to as “events”). These costs include:

For the Residential Electronics Collection events:

- a) One-time flat-rate collection fee payment of up to \$23,000 per event to A-Team Recyclers due by the end of the day on the start date of each event;
- b) The cost of two golf carts at \$275 per two-days at each event.

For the Illinois Environmental Protection Agency-Sponsored One-Day Household Hazardous Waste Collection event:

- c) The event fee of \$1,000 for use of State Farm Center Parking Lot F5 for two days at \$500 per day.
- d) The cost of traffic patrol services to be provided by one traffic patrol person, not expected

to exceed \$800 for the event.

- e) The cost of approximately \$600 for rental of an overhead 10' x 10' tent with sides for two days in the event of unsuitable weather conditions.
- f) The cost of \$285 for onsite amenities for workers: two porta-potties and a portable hand-wash station.
- g) The cost of two golf carts at \$275 per day at the event.
- h) Additional 10 percent contingency amount of total fees paid pursuant to Items f) through i) above, to be included in the maximum total amount per event.

WHEREAS, the cost contribution required of each party is provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Purpose

- 1-1. This Agreement outlines a cost-sharing arrangement between the parties for the purpose of administering the events in 2023. Costs will include:

For the Residential Electronics Collection events:

- a. Payment of a one-time flat-rate collection fee payment of up to \$23,000 per event to A-Team Recyclers due by the end of the day on the start date of each event;
- b. Payment for rental of two golf carts at \$275 per two-days at each event;

For the IEPA-Sponsored One-Day Household Hazardous Waste Collection event:

- c. Payment of an event fee of \$1,000 to the State Farm Center, University of Illinois at Urbana-Champaign, for use of Parking Lot F5 for two days at \$500 per day;
- d. Payment for traffic patrol services to be provided by one traffic patrol person, not expected to exceed \$800 for the event;

- e. Payment of approximately \$600 for rental of an overhead 10'x 10' tent with sides for two days in the event of unsuitable weather conditions;
- f. Payment of \$285 for onsite amenities for workers: two porta-potties and a portable hand-wash station.
- g. Payment for two golf carts at \$275 per day at the event; and
- h. Allowing for an additional 10 percent contingency amount of total fees paid pursuant to f., g., h., and i. above, to be included in the maximum total amount per event.

Section 2. Terms

- 2-1. The terms of this Agreement shall be from the date last signed by the parties until 60 days following the final event, unless amended by agreement of the parties.

Section 3. Responsibilities

- 3-1. The parties understand and agree that of the parties to this Agreement, only the County of Champaign shall enter into a contract with the A-Team Recyclers and with Parkland College for the Residential Electronics Collections and with the IEPA and with Brookfield Properties for the IEPA-Sponsored One-Day Household Hazardous Waste Collection event. However, the County of Champaign shall be entering into said contract on behalf of the other parties as well, and Champaign County agrees that it shall not enter into said contract unless it specifically names the other parties to this agreement as third party beneficiaries of that contract. Champaign County shall obtain approval of the form of said contract with the contact from each of the parties to this Agreement prior to executing said contract.
- 3-2. Each party is responsible for contributing its share of the total costs for the events under this Agreement, according to the percentages and up to the maximums specified in Section 4 (Cost-Sharing) of this Agreement.
- 3-3. Each party is also responsible for coordinating information requests from the other parties in a timely manner.

Section 4. Cost Sharing

- 4.1 The parties agree to share, according to the percentages shown in Table 4.1, total costs not to exceed the Maximum Total Cost shown for each event:

Table 4.1

Event Date(s)	Champaign County Maximum Share (% of total)	City of Champaign Maximum Share (% of total)	City of Urbana Maximum Share (% of total)	Village of Savoy Maximum Share (% of total)	Maximum Total Cost
April 15, 2023	\$1,079.35 (34.2)	\$1,353.92 (42.9)	\$587.02 (18.6)	\$135.71 (4.3)	\$3,156
May 19-20, 2023	\$7,960.05 (34.2)	\$9,984.98 (42.9)	\$4,429.15 (18.6)	\$1,000.82 (4.3)	\$23,275
October 13-14 2023	\$7,960.05 (34.2)	\$9,984.98 (42.9)	\$4,429.15 (18.6)	\$1,000.82 (4.3)	\$23,275

Section 5. Invoices and Payments

5.1 To facilitate payment for services described in Section 1.1 of this Agreement, following each event held and within 30 days of receipt of an invoice from the Champaign County Recycling Coordinator, each party agrees to provide its share of funds as shown in Table 4.1, payable to 'Champaign County' to the attention of Recycling Coordinator, Champaign County Department of Planning and Zoning, 1776 E. Washington Street, Urbana, IL 61802.

Section 6. Amendments.

This agreement may be amended only in writing signed by all parties.

Section 7. Survival of Provisions.

Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CHAMPAIGN COUNTY

CITY OF CHAMPAIGN
An Illinois Municipal Corporation

By: [Signature]

By: _____

Date: 02/08/2023

Date: _____

ATTEST: [Signature]

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature], ASA
State's Attorney's Office

City Attorney

CITY OF URBANA
An Illinois Municipal Corporation

VILLAGE OF SAVOY
An Illinois Municipal Corporation

By: [Signature]

By: _____

Date: 04/06/2023

Date: _____

ATTEST: [Signature]

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
City Attorney

Village Attorney

