

RESOLUTION NO. 2024-07-052R

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
COST SHARING AGREEMENT FOR AN ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY-SPONSORED ONE-DAY HOUSEHOLD HAZARDOUS
WASTE COLLECTION EVENT**

WHEREAS, the City of Urbana (hereinafter, the “City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, (5 ILCS 220/) Intergovernmental Cooperation Act allows the City “to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party”; and

WHEREAS, the City Council, after due consideration, finds that the expeditious provision of household hazardous waste collection services is best provided by intergovernmental agreement with other public agencies.

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

Section 1.

That an Intergovernmental Agreement providing to share costs associated with an Illinois Environmental Protection Agency (IEPA)-Sponsored One-Day Household Hazardous Waste Collection Event between 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,

This Resolution is hereby passed by the affirmative vote, the “ayes” and “nays” being called of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

DS



PASSED BY THE CITY COUNCIL this 8th day of July, 2024.

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

NAYS: None.

ABSTENTIONS: None.

DocuSigned by:

Darcy E. Sandefur

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Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this 9th day of July, 2024.

DocuSigned by:

Diane Wolfe Marlin

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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 AN
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY-SPONSORED ONE-DAY
HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT IN 2024

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 an Illinois Environmental Protection Agency (IEPA)-Sponsored One-Day Household Hazardous Waste Collection Event to be held on August 16-17, 2024, at the State Farm Center Southwest Quad Parking Lot in Champaign, Illinois (hereinafter referred to as “event”). These costs include:

- a. The event fee of \$2,000 for use of State Farm Center Southwest Quad Parking Lot for two days at \$1,000 per day.
- b. The cost of traffic patrol services to be provided by one traffic patrol person, not expected to exceed \$800 for the event.
- c. The cost of approximately \$710 for rental of an overhead 10’x 10’ tent with sides for two days in the event of unsuitable weather conditions.
- d. The cost of two golf carts at \$275 per day per golf cart at the event.
- e. Additional 10 percent contingency amount of total fees paid pursuant to items b., c., and d. 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 an IEPA-Sponsored One-Day Household Hazardous Waste Collection Event in 2024. Costs will include:

- a. Payment of an event fee of \$2,000 to the State Farm Center, University of Illinois at Urbana-Champaign, for use of the Southwest Quad Parking Lot for two days at \$1,000 per day;
- b. Payment for traffic patrol services to be provided by one traffic patrol person, not expected to exceed \$800 for the event;
- c. Payment of approximately \$710 for rental of an overhead 10'x 10' tent with sides for two days in the event of unsuitable weather conditions;
- d. Payment for two golf carts at \$275 per day per golf cart at the event; and
- e. Allowing for an additional 10 percent contingency amount of total fees paid pursuant to b., c., and d. 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 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 IEPA and with the State Farm Center 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 the event:

Table 4.1

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
\$1,458.97 (34.2)	\$1,830.11 (42.9)	\$793.48 (18.6)	\$183.44 (4.3)	\$4,266.00

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

6-1. This agreement may be amended only in writing signed by all parties.

Section 7. Survival of Provisions

7-1. 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: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

State's Attorney's Office

City Attorney

CITY OF URBANA
An Illinois Municipal Corporation

VILLAGE OF SAVOY
An Illinois Municipal Corporation

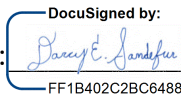
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Date: _____

ATTEST:  _____
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ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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City Attorney

Village Attorney