1. CALL TO ORDER

2. ROLL CALL

3. CHAIRMAN'S REMARKS

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES
   A. Environmental Committee - Regular Meeting - Tuesday March 6th, 2018

6. ACTION ITEMS
   A. EN-R-0128-18 RESOLUTION -- Intergovernmental Agreement Between the City of Naperville and the County of DuPage to Provide Funding for the Operation of a Household Hazardous Waste Collection Facility - Not to exceed $100,000

7. PRESENTATIONS
   A. Educational Partners - SCARCE DuPage County Projects

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT
March 6, 2018

Regular Meeting

8:45 AM

ROOM 3500A

421 NORTH COUNTY FARM ROAD

WHEATON, IL 60187

1. CALL TO ORDER

8:45 AM meeting was called to order by Chair Amy L Grant at 8:50 AM.

2. ROLL CALL

PRESENT: Grant, Noonan, Wiley (Remote), Healy (8:52 AM), Anderson, Larsen

ABSENT: Krajewski, Fichtner

Prior to moving on with the agenda, Chair Grant accepted a motion from Member Noonan and Chair Grant seconded the motion to make Members Anderson and Larsen members of the Environmental Committee for purposes of a quorum. Motion passes.

Member Larsen would like the record to show that Member Wiley attended the meeting remotely.

3. CHAIRMAN'S REMARKS

Chair Grant informed the committee that she attended the Environmental Summit at the Northern Illinois University at the Naperville Campus and that it was well attended.

Chair Grant informed the committee members that the main topic was about trees and how they affect our everyday lives. It's important to take care of the more mature trees as well as plant new trees, added Chair Grant.

Chair Grant went on to say that she is very happy, as in DuPage County we moving in the same direction as far as bringing in more trees to our campus, taking care of the mature trees, and working along side Morton Arboretum and our other partners with tree projects.

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

A. Environmental Committee - Regular Meeting - Feb 6, 2018 8:45 AM
RESULT: ACCEPTED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Robert L Larsen, District 6
AYES: Grant, Noonan, Wiley, Anderson, Larsen

6. ACTION ITEMS

A. Payment of Claims -- Schedule of Claims

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, District 2
AYES: Grant, Noonan, Wiley, Anderson, Larsen

7. STAFF REPORTS

A. Treemendous Fair

Member Healy arrived at 8:52AM.

Ms. Dierich informed the committee that on April 27 we will be providing free trees to DuPage County Employees. This event will be located in the auditorium in the 421 Building between 1:30pm to 2:00pm, added Ms. Dierich.

B. Staff Reports -- March 2018 Strategic Initiatives

Ms. Hinz explained to the committee a few key points from the strategic initiatives for environmental concerns in DuPage County which include Cool DuPage's efforts through social media.

The email subscribers has more than tripled due to the communication office's efforts to obtain email addresses and the public signing up to receive the newsletter, we have incorporated Cool DuPage's tip and recycling information in the employee newsletters, we were able to provide information at the Environmental Summit, we were also at the Small Business event where information was provided as well, we have obtained additional funding for the document shredding program and other communities are interested in Cool DuPage's Initiatives like the City of Aurora and Wayne Township have inquired about becoming a Cool DuPage Partner, added Ms. Hinz.
We will continue to work with the utility companies to help communicate to the public entities the transition from the department of commerce economic opportunity about the money incentive that is available from the utilities, reported Ms. Hinz.

Member Larsen inquired if our relationship with the utilities companies have been affected due to the outreach, and Ms. Hinz informed that we have a solid relationship with the utilities and that Northern Illinois and Commonwealth Edison representatives sit on our Green Council Committee.

The second initiative for environmental concerns is overall recycling especially the hard to recycle items, and we are in constant communication with the Naperville Household Hazardous Facility in to try to maximize the dollar amount the County is spending to better serve the public, informed Ms. Hinz.

Member Larsen inquired if we are reaching out to the public through social media and Ms. Hinz informed that we are continually reaching out through social media.

C. Staff Reports -- SolSmart Designation DuPage County's Application

Nick Kottmeyer, the director of Public Works, explained to the committee members that the SolSmart Designation is a program designed to allow Counties and other municipalities the opportunity to obtain solar designation status without the process being laborious. The County has met most of the requirements to obtain the solar designation, added Mr. Kottmeyer. If it is the desire of the committee, we would like to move forward with the SolSmart Designation, stated Mr. Kottmeyer.

Member Larsen inquired about the barriers for zoning and permitting, and would like to know what are the main issues.

Ms. Hinz informed that she is unaware of any particular issues as of yet with zoning since solar is allowed per the County Code, however SolSmart will provide technical assistance and inform the County if there are issues that need to addressed.

D. Staff Reports -- 2018 Document Shredding Program Update

Ms. Dierich informed the committee that during the month of February, staff released a notice to all communities in DuPage County regarding the availability of funding to assist with document shredding services to residents.

Ms. Dierich went on to say that of the $6,500, that $5,500 has been split among ten local governments and there is funding available for a few more communities to apply.

Please see the attached memorandum for a list of all the communities that will receive funding for document shredding.
8. PRESENTATIONS

A. Educational Partners - SCARCE DuPage County Projects

Kay of SCARCE provided a Power Point for the committee members and she answered questions from the committee.

The Power Point Presentation will be uploaded and made a part of these minutes.

B. Communications

i. SCARCE

   1. SCARCE 3/6/2018

9. OLD BUSINESS

10. NEW BUSINESS

11. ADJOURNMENT
Resolution
EN-R-0128-18

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NAPERVILLE AND THE COUNTY OF DUPAGE TO PROVIDE FUNDING FOR THE OPERATION OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

WHEREAS, the Illinois General Assembly has granted the County of DuPage, Illinois ("COUNTY") authority to plan for the management of the County’s waste stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, County of DuPage in 1996 adopted the “DuPage County Solid Waste Plan”; and has subsequently amended such as required by statute; and

WHEREAS, the Solid Waste Plan recommends that the toxicity of the residential waste stream be reduced through the diversion and appropriate management of household hazardous waste, which is the subject of this Intergovernmental Agreement; and

WHEREAS, the City of Naperville ("CITY") and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act”, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of State of the Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, the CITY and COUNTY have determined that it is in their best interests that the FACILITY continue to provide HHW services to all DuPage County residents and seek to enter into an intergovernmental agreement to accomplish this purpose (Exhibit A1); and

WHEREAS, the CITY and the Illinois Environmental Protection Agency ("AGENCY"), entered into an Addendum to the Intergovernmental Agreement (a copy of which is attached hereto and incorporated herein by reference as Exhibit A2) for the continuation of cooperative funding and operation of a household hazardous waste ("HHW") collection facility on City-owned property (hereinafter referred to as the “FACILITY”); and

WHEREAS, because DuPage County will provide operational funding for the service area of the FACILITY at a cost not to exceed $100,000.00 (One Hundred Thousand and no/100 Dollars) during the term of this Intergovernmental Agreement (‘AGREEMENT’), it is in the parties’ best interest to clarify their rights and responsibilities with respect to the FACILITY through this AGREEMENT; and

WHEREAS, the Environmental Committee has reviewed and recommends County Board approval of the attached AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the attached Intergovernmental agreement between the City of Naperville and the County of DuPage is hereby accepted and approved; and

Enacted and approved this 10th day of April, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Resolution
EN-R-0128-18

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NAPERVILLE 
AND THE COUNTY OF DUPAGE TO PROVIDE FUNDING FOR THE OPERATION OF A 
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

THIS AGREEMENT is between the City of Naperville, a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois with offices at 400 South Eagle Naperville, Illinois 60540, and the County of DuPage, a body corporate and politic, with offices at 421 N. County Farm Road Wheaton, Illinois 60187.

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage, Illinois ("COUNTY") authority to plan for the management of the COUNTY'S waste stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, the County of DuPage in 1996 adopted the “DuPage County Solid Waste Plan”; amended in 2001, which recommends that the toxicity of the residential waste stream be reduced through the diversion and appropriate management of household hazardous waste ("HHW"), which is the subject of this Intergovernmental Agreement; and

WHEREAS, the City of Naperville ("CITY") and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act”, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, on December 6, 2012 the CITY and the Illinois Environmental Protection Agency ("IEPA") entered into an Intergovernmental Agreement (the “2012 IEPA Agreement”) for the continuation of cooperative funding and operation of a regional household hazardous waste collection facility on City-owned property (“FACILITY”); and

WHEREAS, THE 2012 IEPA Agreement expired on December 31, 2017; and

WHEREAS, the CITY and the IEPA have entered into an addendum ("ADDENDUM") to the 2012 IEPA Agreement which ADDENDUM shall be effective from January 1, 2018 through June 30, 2018, and which ADDENDUM modifies certain terms of the 2012 IEPA Agreement and requires the CITY to operate the FACILITY within a maximum cap ("CAP") for the waste hauling services paid for by the IEPA; and
WHEREAS, the 2012 IEPA Agreement and the ADDENDUM are cumulatively referenced hereinafter as the “IEPA AGREEMENT” and are attached hereto and made part hereof as Exhibit A1 and A2; and

WHEREAS, the CITY and COUNTY have determined that it is in their best interests that the FACILITY provide HHW services, including but not limited to all DuPage County residents, and seek to enter into this Intergovernmental Agreement to accomplish this purpose; and

WHEREAS, the CITY and the IEPA adopted the IEPA AGREEMENT which allows the FACILITY to accept HHW from residents, including but not limited to residents of DuPage County, and further provides that the IEPA has assumed generator status and accepts liability for the HHW once it is stored; and

WHEREAS, because DuPage County will provide funding for operation of the FACILITY at a cost not to exceed $100,000.00 (One-Hundred Thousand and no/100 Dollars) during the term of this Intergovernmental Agreement (“AGREEMENT”), it is in the parties’ best interests to clarify their rights and responsibilities with respect to the FACILITY.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth.

1.2 If there is a conflict between the terms and provisions of this AGREEMENT and the IEPA AGREEMENT, the terms and provisions of the IEPA AGREEMENT shall control.

1.3 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience or reference only and shall not be deemed to constitute part of the AGREEMENT or to affect the construction hereof.

2.0 TERM OF THIS AGREEMENT

2.1 This AGREEMENT shall be in effect on December 1, 2017 and shall expire on December 31, 2018 unless terminated sooner in accordance with Section 12.0 or Section 19.1 of this AGREEMENT.

2.2 By agreement of the parties, this AGREEMENT may be extended for two additional one-year terms.
3.0 SITE LOCATION, DESIGN AND CONSTRUCTION

3.1 At its sole expense, the CITY will maintain a site for the FACILITY at 156 Fort Hill Drive Naperville, Illinois, 60540, property that is owned and maintained by the CITY.

3.2 The FACILITY boundaries are those defined by the permit issued by the IEPA and all subsequent permit modifications.

3.3 The CITY maintains a storage/containment building on the FACILITY site, meets all IEPA permit criteria set forth in 35 Ill. Adm. Code 807, 35 Ill. Adm. Code 811, AGENCY Permit Log No. 2002-175 and all subsequent modifications to such permit.

3.4 The CITY shall provide prominent signage at the FACILITY indicating that the COUNTY is providing operational funding. Signage provided pursuant to this Section shall be subject to the COUNTY’S review and prior written approval.

3.5 If the IEPA AGREEMENT terminates for any reason, this AGREEMENT shall immediately be null and void and have no further effect.

4.0 HOURS OF OPERATION OF THE FACILITY

4.1 Except in cases of emergency, the CITY shall provide a minimum of two (2) HHW drop off days each week, those days being Saturday and Sunday from 9:00 A.M. to 2:00 P.M. The FACILITY shall be available on first come first served basis as determined by the capacity of the FACILITY.

4.2 The CITY shall have the right to modify the days and hours during which the FACILITY will operate, provided that the CITY first obtains approval from the AGENCY and the Director Public Works & Operations of the COUNTY for such modification. Notwithstanding the foregoing provision, in the event that the CITY adds additional hours during which the FACILITY will operate, the City need only obtain the approval of the AGENCY.

4.3 The FACILITY shall operate at least ten (10) hours per week.

4.4 Notwithstanding Section 4.3, the FACILITY shall not operate on New Year’s Eve, New Year’s Day, Easter Sunday, July 4th, Christmas Eve and Christmas Day or any other holiday that would cause a rise in the normal per hour labor rate.
4.5 The CITY shall not charge residents of DuPage County any fee for utilizing the FACILITY.

5.0 TRANSPORTATION AND DISPOSAL CONTRACTOR

5.1 Pursuant to the IEPA AGREEMENT, the IEPA, shall provide a hazardous waste collection firm (hereinafter the CONTRACTOR) to safely collect, transport, and dispose of the HHW collected at the FACILITY as set forth in the IEPA AGREEMENT.

5.2 In accordance with the IEPA AGREEMENT, the IEPA shall pay all fees incurred by the CONTRACTOR in collecting, safely transporting and properly disposing of the HHW collected from the FACILITY.

5.3 The COUNTY shall not be responsible for the transport and/or disposal of the HHW collected at the FACILITY.

6.0 ACCEPTABLE WASTES

6.1 The FACILITY shall accept HHW as defined in the AGENCY AGREEMENT (See Section 6.1 of the AGENCY AGREEMENT), or as amended by the AGENCY’S agreement with its CONTRACTOR, and may typically include such items as aerosol containers, corrosives, oxidizers, solvents, oil-based paints, inorganic poisonous solids, organic poisons and pesticides F027-like pesticides, household batteries, and fluorescent tubes.

6.2 It shall be the FACILITY’s policy not to accept ammunition, explosives, radioactive materials, non-special, non-contaminated wastes, including trash and non-hazardous debris, potentially infectious medical waste, sharps and/or needles, radioactive or controlled medicines, and any wastes generated by businesses, institutions, industries or agricultural, commercial or governmental facilities unless agreed to in writing by the CITY and the IEPA. Copies of such agreements shall be submitted to the COUNTY immediately, and no COUNTY funds can be used for such activities until approved by the COUNTY by amendment to this AGREEMENT.

7.0 PERSONNEL TRAINING

7.1 FACILITY personnel shall be CITY employees for all purposes and shall be trained in accordance with the provisions of the IPEA AGREEMENT as modified from time to time.
8.0 COUNTY FUNDING OF CITY EXPENSES

8.1 The COUNTY shall pay the CITY an amount not to exceed $100,000.00 for FACILITY operational expenses related to HHW FACILITY services.

8.2 If the CITY receives funds from other sources for FACILITY operational expenses, the CITY shall apply such donations to FACILITY reportable operational expenses. The CITY shall provide adequate documentation to the COUNTY that it has complied with this Section upon the request of the COUNTY.

8.3 The CITY shall submit documentation of reportable operational expenses. Documentation provided by the CITY shall itemize expenditures by type (i.e. personnel, training, supplies and other expenses directly related to FACILITY operation) and shall be sufficiently detailed to allow the COUNTY to determine eligibility for release of payment.

8.4 Reportable operational expenses shall include, but not be limited to, purchase of equipment/supplies necessary to operate the FACILITY, such as personal protective equipment, latex gloves, absorbent pads, labor costs, utilities, and other expenses directly related to the FACILITY’S operation.

8.5 The CITY shall submit reports that include the reportable operational expenses, volume of waste received and tallies of participation no less than quarterly. Upon receipt of an invoice and the above-mentioned reports, the COUNTY shall make four (4) quarterly payments to the CITY. All invoices must be received no later than December 31st, 2018.

9.0 STATISTICAL REPORTING

9.1 The CITY shall provide to the COUNTY statistics including but not limited to the number of service days, number of cars per operational day, the amount of household hazardous waste collected and a breakdown of resident participation by COUNTY and City of Naperville.

10.0 PARTIES’ LIABILITY

10.1 The CITY shall be solely liable for any and all damages or cleanup costs resulting from spills or release of wastes, fires, or explosions
which result from any activity caused by, or arising out of, or occurring in connection with the CITY’S employees’ unloading, bulking, lab packing, and placement of HHW in the storage building.

10.2 The CITY shall defend the COUNTY or any of its officers, board members, employees, agents, or assigns against any claims arising from or related to the operation of the FACILITY.

Additionally, the CITY shall indemnify, hold harmless, and defend the COUNTY or any of its officers, board members, employees, agents or assigns from and against all liability, and including but not limited to, claims, demands, and causes of action arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from the CITY’S performance of this AGREEMENT to the fullest extent the CITY is so authorized under the law.

The CITY shall provide legal counsel pursuant to the indemnity, hold harmless and defense provisions of this Contract. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY under this Agreement is to be appointed a Special Assistant State’s Attorney, as provided in 55 ILCS 5/3-9008, and said counsel shall be approved by the State’s Attorney’s Office. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The COUNTY’s participation in its defense shall not remove CITY’s duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

10.3 The COUNTY shall not be liable for any damages, regardless of cause, to the storage building.

10.4 Except for any negligent or willful act on the part of CITY employees, the AGENCY and/or its CONTRACTOR shall be solely liable for the HHW at the FACILITY from the time the HHW is correctly and properly placed in the storage building in accordance with the AGENCY and CONTRACTOR specifications.

10.5 The IEPA shall become and remain the generator of record and take title to all HHW, including F027 designated wastes, collected at the FACILITY, from the time the HHW is correctly and properly placed in the storage building in accordance with IEPA and CONTRACTOR
specifications. The COUNTY shall not assume generator status as to any of the HHW.

11.0 PUBLIC INFORMATION PROGRAM

11.1 The CITY and the COUNTY will coordinate simultaneous advertising regarding the availability of the FACILITY for residents of DuPage County.

12.0 TERMINATION

12.1 The COUNTY reserves the right to terminate this AGREEMENT at any time in the event of default by CITY upon thirty (30) days written notice to the CITY and failure by the CITY to commence and continue correction of any such default within thirty (30) days of said notice.

12.2 The CITY reserves the right to terminate this AGREEMENT at any time in the event of default by COUNTY upon thirty (30) days written notice to the COUNTY and failure by the COUNTY to commence and continue correction of any such default within thirty (30) days of said notice. The CITY further reserves the right to terminate this AGREEMENT as set forth in Section 19.1 below.

12.3 Notwithstanding the above, if the COUNTY fails to make any payment required pursuant to Section 8.0 of this Agreement, the CITY may, at its option declare this AGREEMENT to be null and void and of no further effect.

12.4 Should the IEPA decide, at its sole discretion to cease cooperative funding pursuant to the IEPA AGREEMENT, or should the Illinois General Assembly fail to allocate sufficient funds to the AGENCY for this program, this AGREEMENT shall terminate in accordance with termination of IEPA funding under the IEPA AGREEMENT. Operational expenses already expended but not yet reported to the COUNTY shall be submitted within thirty (30) days of the termination of the Agreement.

12.5 Additionally, the COUNTY, at its sole discretion, has the right to terminate this AGREEMENT if the IEPA and CITY fail to execute the IEPA AGREEMENT within thirty (30) days of the renewal date.

12.6 In the event of a termination of this AGREEMENT as described in 12.5, the COUNTY and the CITY reserve the right to enter into negotiations
to establish an alternative means of disposing of the household hazardous waste collected at the FACILITY.

13.0 MISCELLANEOUS

13.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

14.0 ENTIRE AGREEMENT

14.1 This AGREEMENT represents the entire AGREEMENT between the parties with respect to the operation of the FACILITY, and supersedes all previous communications or understandings whether oral or written.

15.0 NOTICES

15.1 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance with the amendment procedures set forth in Paragraph 16.1 below.

15.2 Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, to the party’s address. The address of each party is as specified below; either party may change its address for receiving notices by giving notice thereof in compliance with the terms of this subsection.
16.0 AMENDMENT OR MODIFICATION

16.1 No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

17.0 NON-ASSIGNMENT

17.1 Neither party shall assign this AGREEMENT without the written consent of the other party, which consent shall not be unreasonably withheld.

17.2 The venue for resolving any disputes concerning the parties’ respective performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court for DuPage County.

18.0 GOVERNING LAW

18.1 The laws of the State of Illinois as to both interpretation and performance shall govern this Agreement.
19.0 CAP PROVISION

19.1 Notwithstanding any other provision herein, if the CITY determines that measures need to be taken to avoid exceeding the CAP, the CITY shall contact the COUNTY to discuss options to prevent exceeding the CAP and shall use good faith efforts to maintain the services described herein. However, if the CITY determines that appointment based drop-offs at the FACILITY are necessary in order to avoid exceeding the CAP, the City shall give not less than fourteen (14) days’ notice to the COUNTY of such action. If the CITY determines that termination of all services at the FACILITY is necessary in order to avoid exceeding the CAP, the City shall give not less than fourteen (14) days’ notice to the COUNTY of such action at which point the COUNTY shall be entitled to a refund of a proportionate share of its contribution for operational expenses.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this AGREEMENT and intend to be bound by its terms.

CITY of NAPERVILLE

By:________________________

Steve Chirico
Mayor

Attest:

By:________________________

Pam Gallahue, Ph.D.
City Clerk

COUNTY of DUPAGE

By:________________________

Daniel J. Cronin
DuPage County Chairman

Attest:

By:________________________

Paul Hinds
County Clerk
ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF NAPERVILLE AND THE ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY TO OPERATE A LONG-TERM
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

THIS ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT (defined below) is
entered into this 17th day of January, 2018, between the City of Naperville,
(CITY), a home rule municipal corporation with offices at 400 South Eagle, Naperville, Illinois
60540, and the Illinois Environmental Protection Agency, (ILLINOIS EPA), 1021 North Grand
Avenue East, Springfield, Illinois 62794-9276, an agency of the Executive Branch of the
government of the State of Illinois created by the Illinois General Assembly under the Illinois
Environmental Protection Act, 415 ILCS 5/4. The CITY and the ILLINOIS EPA are together
hereinafter referred to as "Parties".

RECITALS

WHEREAS, Section 5 of the Intergovernmental Cooperation Act provides, in part, that
"[a]ny one or more public agencies may contract with any one or more other public agencies to
perform any governmental service, activity or undertaking or 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," 5 ILCS 220/5; and

WHEREAS, the CITY and the ILLINOIS EPA are public agencies within the meaning of
Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, the CITY is a home rule municipal corporation under and by virtue of the
Constitution and laws of the State of Illinois, and has acted in the exercise of its statutory and home
rule authority in the exercise of the AGREEMENT; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois
encourages and provides for municipalities and units of local government to cooperate, contract
and otherwise associate with other agencies for their mutual benefit, and expressly authorizes units
of local government to contract with the State to obtain or share services and to exercise, combine,
or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois General Assembly has found that there is a need for household
hazardous waste collection centers throughout the State that can be operated to augment existing
and future hazardous waste storage facilities, (415 ILCS 90/2); and

WHEREAS, Section 22.16b(d) of the Illinois Environmental Protection Act mandates that
ILLINOIS EPA establish household hazardous waste collection centers in appropriate places in
the State to ensure that said wastes collected are properly disposed of, and authorizes the ILLINOIS
EPA to contract with other parties for that purpose, 415 ILCS 5/22.16b(d); and

WHEREAS, in order to protect against environmental damage and harm to public health,
safety and welfare that may result from improper and unsafe transportation, treatment, storage,
disposal, and dumping of commonly used household hazardous wastes (HHW), the City Council
agreed to operate a regional HHW collection program with assistance and financing from the ILLINOIS EPA and the CITY’s other local government entities including, but not limited to, the County of DuPage, the County of Kane, the County of Will, and the City of Aurora ("FUNDING PARTNERS"); and

WHEREAS, to that end, the CITY submitted its “Proposal for Providing a Household Hazardous Waste Collection Program” ("Proposal") in response to the ILLINOIS EPA’s “Request for Proposals to Co-Host a Long-Term Household Hazardous Waste Collection Facility,” dated December 4, 1991; the ILLINOIS EPA accepted that proposal, and the agreement was extended in 1998, 2004, 2007, and 2012, and was amended in 2014, a copy of which is attached hereto ("INTERGOVERNMENTAL AGREEMENT or "AGREEMENT"); and

WHEREAS, the AGREEMENT provides for the CITY’s operation of a HHW collection program at a CITY owned facility located at 156 Fort Hill Drive, Naperville, 60540 ("FACILITY"); and

WHEREAS, ILLINOIS EPA has entered a Contract with an HHW hauler ("CONTRACTOR") to pick up, transport and dispose of HHW from the FACILITY, to provide supplies and materials to the CITY for the operation of its HHW program, and to provide training to the CITY’s collection personnel as provided in the AGREEMENT ("CONTRACTOR’s SERVICES"); and

WHEREAS, the ILLINOIS EPA and the CITY have mutually agreed to extend the term of the AGREEMENT as herein provided in order for the Parties to finalize a new Agreement and for the CITY to negotiate any necessary amendments or new Agreements with its FUNDING PARTNERS while endeavoring not to disrupt the CITY’s operation of its HHW collection program.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

1.0 The foregoing Recitals are incorporated by reference as though fully set forth herein.

2.0 The AGREEMENT is hereby amended as follows:

2.1 The term of the AGREEMENT is extended through June 30, 2018, unless sooner terminated as therein provided or as provided in accordance with Section 2.3 below.

2.2 During the period of January 1, 2018 through June 30, 2018, ILLINOIS EPA’s payments to CONTRACTOR for CONTRACTOR’s SERVICES and any other payments required by ILLINOIS EPA to CONTRACTOR required under the AGREEMENT shall not exceed $250,000 ("MAXIMUM PAYMENT AMOUNT" or "AMOUNT"), except as expressly provided in Section 2.2.1 or 2.2.2 below, subject to the availability of sufficient funds and appropriations as provided in Section 2.3 below.


2.2.1 The CITY will use its best efforts to operate its HHW collection program in such a manner as not to exceed the MAXIMUM PAYMENT AMOUNT. If the CITY has any remaining HHW at the FACILITY 1) after the ILLINOIS EPA has received invoices from CONTRACTOR reflecting the performance of CONTRACTOR’s SERVICES that will result in an aggregate payment of the MAXIMUM PAYMENT AMOUNT (or pro-rated amount as the case may be), or 2) ILLINOIS EPA receives an invoice (or HHW approval form) from CONTRACTOR that will result in the aggregate payment to CONTRACTOR that exceeds the MAXIMUM PAYMENT AMOUNT (or pro-rated amount as the case may be) to remove the remaining HHW at the FACILITY, notwithstanding the CITY’s exercise of its best efforts not to exceed said AMOUNT, then the ILLINOIS EPA will pay CONTRACTOR to pick up, transport and dispose of said HHW from the FACILITY (i.e., make a payment in excess of the MAXIMUM PAYMENT AMOUNT), provided that the CITY ceases collecting HHW within one business day of receipt of notice from ILLINOIS EPA that ILLINOIS EPA has received such invoices from the CONTRACTOR.

2.2.2 In the event that the ILLINOIS EPA determines, in its sole and absolute discretion, that additional funds (i.e., in excess of the MAXIMUM PAYMENT AMOUNT) are available to pay CONTRACTOR for CONTRACTOR’s SERVICES related to the CITY’s HHW program, then ILLINOIS EPA may increase the MAXIMUM PAYMENT AMOUNT.

2.3 Notwithstanding any provision to the contrary in the AGREEMENT or this Addendum, the payments to CONTRACTOR and any other obligation provided or required by ILLINOIS EPA under the AGREEMENT, as herein amended, are expressly contingent upon and subject to the availability of sufficient funds appropriated for the AGREEMENT and the services being reimbursed thereunder, as amended herein. The ILLINOIS EPA may terminate or suspend the AGREEMENT and Addendum, in whole or in part, without penalty or further payment being required, if: i) sufficient State funds have not been appropriated to the ILLINOIS EPA, ii) the Governor or the ILLINOIS EPA reserves appropriated funds, iii) the Governor or the ILLINOIS EPA determines that appropriated funds may not be available for payment, or iv) the ILLINOIS EPA determines that there are otherwise insufficient funds available. The ILLINOIS EPA shall provide notice, in writing, to the CITY of any such funding failure and its election to terminate or suspend the AGREEMENT and Addendum as soon as practicable after such determination is made. Any suspension or termination pursuant to this Section will be effective upon the CITY’s receipt of said notice notwithstanding any provision in the AGREEMENT or this Addendum to the contrary.

2.4 The ILLINOIS EPA will use its best efforts to i) email copies of all CONTRACTOR invoices for FACILITY hauling costs to the CITY’s project manager (or such other person designated in writing by the project manager) within five business days of receipt, and ii) provide the CITY with a statement in the last week of each month reflecting the amount invoiced to date under the MAXIMUM PAYMENT AMOUNT.
2.5 The ILLINOIS EPA will provide technical and programmatic expertise to assist the CITY in making operational changes to function under the MAXIMUM PAYMENT AMOUNT and any subsequent maximum payment amount included under a new Agreement between the Parties. ILLINOIS EPA staff will be available to meet with the CITY to make recommendations concerning operational efficiencies of the FACILITY at reasonable times and with reasonable frequency during the term of this Addendum.

2.6 Notwithstanding any provision to the contrary in the AGREEMENT or this Addendum, the frequency with which the CONTRACTOR picks up waste from the FACILITY shall be determined by the CITY, provided that the CITY uses its best efforts to prevent CONTRACTOR’s SERVICES costs from exceeding the MAXIMUM PAYMENT AMOUNT.

2.7 Notwithstanding any provision to the contrary in the AGREEMENT or this Addendum, and in an effort to comply with the provisions of Section 2.6 above, the CITY, with not less than fourteen (14) days advance written notice to the ILLINOIS EPA, may implement the following with respect to the operation of its HHW collection program: i) revise the dates and hours that the FACILITY will operate; ii) revise the methods of accepting household hazardous waste, including but not limited to an appointment-based schedule; and iii) further restrict the types of household hazardous waste that will be accepted at the FACILITY (provided that only HHW set forth in Section 6.1 of the AGREEMENT may be accepted, and no wastes or other items prohibited under Section 6.2 of the AGREEMENT may be accepted). The CITY shall not charge fees for HHW collected at the FACILITY, or establish the amount and type(s) of fees charged for different types of HHW, without the prior written approval of the ILLINOIS EPA.

3.9 The AGREEMENT shall remain in full force and effect as amended herein.

[SIGNATURE PAGE TO FOLLOW]
CITY OF NAPERVILLE:

By: Steve Chirico
    Mayor

Attest: Pam Gallahue, Ph.D.
       City Clerk

Date: Jan 9, 2018

IlliNois EnviRonmental Protection Agency:

By: Alec Meshina
    Director

Attest: James Jennings
       Manager, Waste Reduction and Compliance Section

Date: 11/10/18
Resolution

EN-R-0185-17

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NAPERVILLE AND THE COUNTY OF DuPAGE TO PROVIDE FUNDING FOR THE OPERATION OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

WHEREAS, the Illinois General Assembly has granted the County of DuPage, Illinois ("COUNTY") authority to plan for the management of the County’s waste stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, County of DuPage in 1996 adopted the “DuPage County Solid Waste Plan”; and has subsequently amended such as required by statute; and

WHEREAS, the Solid Waste Plan recommends that the toxicity of the residential waste stream be reduced through the diversion and appropriate management of household hazardous waste, which is the subject of this Intergovernmental Agreement; and

WHEREAS, the City of Naperville ("CITY") and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act”, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of State of the Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, the CITY and the Illinois Environmental Protection Agency ("AGENCY"), entered into an Agreement (a copy of which is attached hereto and incorporated herein by reference as Exhibit “A”) for the continuation of cooperative funding and operation of a household hazardous waste (“HHW”) collection facility on City-owned property (hereinafter referred to as the “FACILITY”); and

WHEREAS, the CITY and COUNTY have determined that it is in their best interests that the FACILITY continue to provide HHW services to all DuPage County residents and seek to enter into an intergovernmental agreement to accomplish this purpose; and

WHEREAS, because DuPage County will provide operational funding for the service area of the FACILITY at a cost not to exceed $100,000.00 (One Hundred Thousand and no/100 Dollars) during the term of this Intergovernmental Agreement ("AGREEMENT"), it is in the parties’ best interest to clarify their rights and responsibilities with respect to the FACILITY through this AGREEMENT; and

WHEREAS, the Environmental Committee has reviewed and recommends County Board approval of the attached AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the attached Intergovernmental agreement between the City of Naperville and the County of DuPage is hereby accepted and approved; and
Resolution
EN-R-0185-17

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized and directed to transmit one (1) of the original copies of the attached AGREEMENT and one (1) certified copy of the adopting resolution to Naperville City Clerk, 400 S. Eagle St., Naperville, IL 60540. Enacted and approved this 14th day of March, 2017 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest:
PAUL HINDS, COUNTY CLERK

Ayes: 18
RESOLUTION NO. 17 – 005

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NAPERVILLE AND THE COUNTY OF DUPAGE TO PROVIDE FUNDING FOR THE OPERATION OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, COUNTIES OF DUPAGE AND WILL, ILLINOIS, in exercise of its home rule authority, as follows:

SECTION 1: The Intergovernmental Agreement Between the City of Naperville and the County of DuPage to Provide Funding for the Operation of a Household Hazardous Waste Collection Facility, ("Agreement") attached hereto as Exhibit A, is hereby approved.

SECTION 2: The Mayor and City Clerk are directed to execute the Agreement on behalf of the City.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval.

ADOPTED this 7th day of February, 2017.

AYES: CHIRICO, ANDERSON, BRODHEAD, COYNE, GALLAHER, GUSTIN, HINTERLONG, KRUMMEN, OBARSKI

NAYS: NONE

ABSENT: NONE

APPROVED this 8th day of February, 2017.

Steve Chirico
Mayor

ATTEST:

Pam Gallahue, Ph.D.
City Clerk
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NAPERVILLE AND THE COUNTY OF DUPAGE TO PROVIDE FUNDING FOR THE OPERATION OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

THIS AGREEMENT is entered into this __________ day of ________, 2017, between the City of Naperville, ("CITY"), a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois with offices at 400 South Eagle Naperville, Illinois 60540, and the County of DuPage ("COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road Wheaton, Illinois 60187.

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage, Illinois ("COUNTY") authority to plan for the management of the COUNTY'S waste stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, the County of DuPage in 1996 adopted the "DuPage County Solid Waste Plan"; amended in 2001, which recommends that the toxicity of the residential waste stream be reduced through the diversion and appropriate management of household hazardous waste ("HHW"), which is the subject of this Intergovernmental Agreement; and

WHEREAS, the City of Naperville ("CITY") and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, the CITY and the Illinois Environmental Protection Agency ("AGENCY"), entered into an Agreement (hereinafter referred to as the "AGENCY AGREEMENT," a copy of which is attached hereto and incorporated herein by reference as Exhibit "A") for the continuation of cooperative funding and operation of a household hazardous waste collection facility on CITY-owned property (hereinafter referred to as the "FACILITY"); and
WHEREAS, the CITY and COUNTY have determined that it is in their best interests that the FACILITY provide HHW services to all DuPage County residents and seek to enter into this Intergovernmental Agreement to accomplish this purpose; and

WHEREAS, the CITY and the AGENCY adopted the AGENCY AGREEMENT which allows the FACILITY to accept HHW from residents from throughout DuPage County and further provides that the AGENCY has assumed generator status and accepts liability for the HHW once it is stored; and

WHEREAS, because DuPage County will provide operation funding for the expanded service area of the FACILITY at a cost not to exceed $100,000.00 (One-Hundred Thousand and no/100 Dollars) during the term of this Intergovernmental Agreement ("AGREEMENT"), it is in the parties' best interests to clarify their rights and responsibilities with respect to the FACILITY.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth.

1.2 If there is a conflict between the terms and provisions of this AGREEMENT and the AGENCY AGREEMENT, the terms and provisions of the AGENCY AGREEMENT shall control.

1.3 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience or reference only and shall not be deemed to constitute part of the AGREEMENT or to affect the construction hereof.

2.0 TERM OF THIS AGREEMENT

2.1 This AGREEMENT shall be in effect on the date of execution by the parties through November 30, 2017 unless terminated sooner in accordance with Section 12.0 of this AGREEMENT.

2.2 By agreement of the parties, this AGREEMENT may be extended for two additional one-year terms.
3.0 SITE LOCATION, DESIGN AND CONSTRUCTION

3.1 At its sole expense, the CITY will operate and maintain a site for the FACILITY at 156 Fort Hill Drive Naperville, Illinois, 60540, property that is owned and maintained by the CITY.

3.2 The FACILITY boundaries are those defined by the permit issued by the AGENCY and all subsequent permit modifications.

3.3 The CITY will maintain a storage/containment building on the FACILITY site, which shall meet all AGENCY permit criteria set forth in 35 Ill. Adm. Code 807, 35 Ill. Adm. Code 811, AGENCY Permit Log No. 2002-175 and all subsequent modifications to such permit.

3.4 The CITY shall provide prominent signage at the FACILITY indicating that the COUNTY is providing operational funding. Signage provided pursuant to this Section shall be subject to the COUNTY’S review and prior written approval.

3.5 If the AGENCY AGREEMENT attached hereto and incorporated herein by reference as Exhibit “A” terminates for any reason, this AGREEMENT shall immediately be null and void and have no further effect.

4.0 HOURS OF OPERATION OF THE FACILITY

4.1 Except in cases of emergency, the CITY shall provide a minimum of two (2) HHW drop off days each week, those days being Saturday and Sunday from 9:00 A.M. to 2:00 P.M. The FACILITY shall be available on first come first served basis as determined by the capacity of the FACILITY.

4.2 The CITY shall have the right to modify the days and hours during which the FACILITY will operate, provided that the CITY first obtains approval from the AGENCY and the Director Public Works & Operations of the Department of Economic Development & Planning of the COUNTY for such modification. Notwithstanding the foregoing
provision, in the event that the CITY adds additional hours during which the FACILITY will operate, the City need only obtain the approval of the AGENCY.

4.3 The FACILITY shall operate at least ten (10) hours per week.

4.4 Notwithstanding Section 4.3, the FACILITY shall not operate on New Year's Eve, New Year's Day, Easter Sunday, July 4th, Christmas Eve and Christmas Day or any other holiday that would cause a rise in the normal per hour labor rate.

4.5 The CITY shall not charge residents of DuPage County any fee for utilizing the FACILITY.

5.0 TRANSPORTATION AND DISPOSAL CONTRACTOR

5.1 Pursuant to the AGENCY AGREEMENT, the AGENCY, at all times during the term of the Agreement, shall provide a hazardous waste collection firm (hereinafter the CONTRACTOR) to safely collect, transport, and dispose of the HHW collected at the FACILITY.

5.2 In accordance with the AGENCY AGREEMENT, the AGENCY shall pay all fees incurred by the CONTRACTOR in collecting, safely transporting and properly disposing of the HHW collected from the FACILITY.

5.3 The COUNTY shall not be responsible for the transport and/or disposal of the HHW collected at the FACILITY.

6.0 ACCEPTABLE WASTES

6.1 The FACILITY shall accept HHW as defined in the AGENCY AGREEMENT (See Section 6.1 of the AGENCY AGREEMENT), or as amended by the AGENCY’S agreement with its CONTRACTOR, and may typically include such items as aerosol containers, corrosives, oxidizers, solvents, oil-based paints, inorganic poisonous solids, organic poisons and pesticides F027-like pesticides, household batteries, and fluorescent tubes.
6.2 It shall be the FACILITY’s policy not to accept ammunition, explosives, radioactive materials, non-special, non-contaminated wastes, including trash and non-hazardous debris, potentially infectious medical waste, sharps and/or needles, radioactive or controlled medicines, and any wastes generated by businesses, institutions, industries or agricultural, commercial or governmental facilities unless agreed to in writing by the CITY and the AGENCY. Copies of such agreements shall be submitted to the COUNTY immediately, and no COUNTY funds can be used for such activities until approved by the COUNTY by amendment to this AGREEMENT.

7.0 PERSONNEL TRAINING

7.1 FACILITY personnel shall be CITY employees for all purposes and shall be trained in accordance with the provisions of the AGENCY AGREEMENT as modified from time to time.

8.0 COUNTY FUNDING OF CITY EXPENSES

8.1 The COUNTY shall pay the CITY an amount not to exceed $100,000.00 for FACILITY operational expenses related to the HHW facility service to residents.

8.2 If the CITY receives funds from other sources for FACILITY operational expenses, the CITY shall apply such donations to FACILITY reportable operational expenses. The CITY shall provide adequate documentation to the COUNTY that it has complied with this Section upon the request of the COUNTY.

8.3 The CITY shall submit documentation of reportable operational expenses. Documentation provided by the CITY shall itemize expenditures by type (i.e. personnel, training, supplies and other expenses directly related to FACILITY operation) and shall be sufficiently detailed to allow the COUNTY to determine eligibility for release of payment.
8.4 Reportable operational expenses shall include, but not be limited to, purchase of equipment/supplies necessary to operate the FACILITY, such as personal protective equipment, latex gloves, absorbent pads, labor costs, utilities, and other expenses directly related to the FACILITY’S operation.

8.5 The CITY shall submit reports that include the reportable operational expenses, volume of waste received and tallies of participation no less than quarterly. Upon receipt of an invoice and the above-mentioned reports, the COUNTY shall make four (4) quarterly payments to the CITY. All invoices must be received no later than December 31st, 2017.

9.0 STATISTICAL REPORTING

9.1 The CITY shall provide to the COUNTY statistics including but not limited to the number of service days, number of cars per operational day, the amount of household hazardous waste collected and a breakdown of resident participation by COUNTY and City of Naperville.

10.0 PARTIES’ LIABILITY

10.1 The CITY shall be solely liable for any and all damages or cleanup costs resulting from spills or release of wastes, fires, or explosions which result from any activity caused by, or arising out of, or occurring in connection with the CITY’S employees’ unloading, bulking, lab packing, and placement of HHW in the storage building.

10.2 The CITY shall defend the COUNTY or any of its officers, board members, employees, agents, or assigns against any claims arising from or related to the operation of the FACILITY.

Additionally, the CITY shall indemnify, hold harmless, and defend the COUNTY or any of its officers, board members, employees, agents or assigns from and against all liability, and including but not limited to, claims, demands,
and causes of action arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from the CITY'S performance of this AGREEMENT to the fullest extent the CITY is so authorized under the law.

The CITY shall provide legal counsel pursuant to the indemnity, hold harmless and defense provisions of this Contract. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY under this Agreement is to be appointed a Special Assistant State’s Attorney, as provided in 55 ILCS 5/3-9008, and said counsel shall be approved by the State’s Attorney’s Office. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The COUNTY’s participation in its defense shall not remove CITY’s duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

10.3 The CITY shall be liable for any and all damages, regardless of cause, to the storage building.

10.4 Except for any negligent or willful act on the part of CITY employees, the AGENCY and/or its CONTRACTOR shall be solely liable for the HHW at the FACILITY from the time the HHW is correctly and properly placed in the storage building in accordance with the AGENCY and CONTRACTOR specifications.

10.5 The AGENCY shall become and remain the generator of record and take title to all HHW, including F027 designated wastes, collected at the FACILITY, from the time the HHW is correctly and properly placed in the storage building in accordance with AGENCY and CONTRACTOR specifications. The COUNTY shall not assume generator status as to any of the HHW.
11.0 PUBLIC INFORMATION PROGRAM

11.1 The CITY and the COUNTY will coordinate simultaneous advertising regarding the availability of the FACILITY for residents of DuPage County.

12.0 TERMINATION

12.1 The COUNTY reserves the right to terminate this AGREEMENT at any time in the event of default by CITY upon thirty (30) days written notice to the CITY and failure by the CITY to commence and continue correction of any such default within thirty (30) days of said notice.

12.2 The CITY reserves the right to terminate this AGREEMENT at any time in the event of default by COUNTY upon thirty (30) days written notice to the COUNTY and failure by the COUNTY to commence and continue correction of any such default within thirty (30) days of said notice.

12.3 Notwithstanding the above, if the COUNTY fails to make any payment required pursuant to Section 8.0 of this Agreement, the CITY may, at its option, declare this AGREEMENT to be null and void and of no further effect.

12.4 Should the AGENCY decide, at its sole discretion to cease cooperative funding pursuant to the AGENCY AGREEMENT, or should the Illinois General Assembly fail to allocate sufficient funds to the AGENCY for this program, this AGREEMENT shall terminate in accordance with termination of AGENCY funding. Operational expenses already expended but not yet reported to the COUNTY shall be submitted within thirty (30) days of the termination of the Agreement.

12.5 Additionally, the COUNTY, at its sole discretion, has the right to terminate this AGREEMENT if the AGENCY and CITY fail to execute the AGENCY AGREEMENT within thirty (30) days of the renewal date.
12.6 In the event of a termination of this AGREEMENT as described in 12.5, the COUNTY and the CITY reserve the right to enter into negotiations to establish an alternative means of disposing of the household hazardous waste collected at the FACILITY.

13.0 MISCELLANEOUS

13.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

14.0 ENTIRE AGREEMENT

14.1 This AGREEMENT represents the entire AGREEMENT between the parties with respect to the operation of the FACILITY, and supersedes all previous communications or understandings whether oral or written.

15.0 NOTICES

15.1 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance with the amendment procedures set forth in Paragraph 16.1 below.
15.2 Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notice thereof in compliance with the terms of this subsection.

FOR THE CITY
City Manager
City of Naperville
400 South Eagle Street
Naperville, IL 60540
Facsimile: (630) 420-6083

FOR THE COUNTY
DuPage County
Director of Public Works & Operations Dept. Economic Development & Planning
421 N. County Farm Road
Wheaton, IL 60187
Facsimile: (630) 407-6702

FOR THE AGENCY
Manager, Solid Waste Reduction Unit
Solid Waste Management Section
Division of Land Pollution Control
Bureau of Land
Illinois Environmental Protection Agency
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

16.0 AMENDMENT OR MODIFICATION

16.1 No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

17.0 NON ASSIGNMENT

17.1 Neither party shall assign this AGREEMENT without the written consent of the other party, which consent shall not be unreasonably withheld.
17.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court for DuPage County.

18.0 GOVERNING LAW

18.1 The laws of the State of Illinois as to both interpretation and performance shall govern this Agreement.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this AGREEMENT and intend to be bound by its terms.

CITY of NAPERVILLE

By: ___________________________  
Steve Chirico  
Mayor

COUNTY of DUPAGE

By: ___________________________  
Daniel J. Cronin  
DuPage County Chairman

Attest:  
Pam Callahue,  
City Clerk

Attest:  
Paul Hinds  
County Clerk