

**INTERIM INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF NAPERVILLE AND THE
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
TO CONTINUE OPERATION OF A LONG TERM
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

THIS INTERIM INTERGOVERNMENTAL AGREEMENT (INTERIM AGREEMENT) is entered into between the City of Naperville (**CITY**), a municipal corporation, with offices at 400 South Eagle Street, 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** also are referred to herein each as a “**Party**” and together as the “**Parties**”.

RECITALS

1. **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
2. **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
3. **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 this **INTERIM AGREEMENT**; and
4. **WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the State to exercise, combine or transfer any power or function; and
5. **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
6. **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
7. **WHEREAS**, since 1991 the City has entered into intergovernmental agreements with the **ILLINOIS EPA** to operate a household hazardous waste (“**HHW**”) collection facility (“**FACILITY**”) within the **CITY**. The **FACILITY** is located on property owned by the City located at a at 156 Fort Hill Drive, Naperville, Illinois 60540 where residents of the State of Illinois can drop off their **HHW**; and

8. **WHEREAS**, obligations relative to the FACILITY are generally shared as follows: the ILLINOIS EPA is responsible, among other responsibilities, for the removal and disposal, recycling, and treatment of household hazardous waste collected at collection sites within the state of Illinois, including the City's FACILITY, which obligations are fulfilled through services provided by a contractor ("**Contractor**") hired by the IEPA; the CITY is responsible for capital costs of the FACILITY; and the CITY, the County of DuPage, the County of Kane, the County of Will, and the City of Aurora pay a share of the annual operating costs of the FACILITY; and
9. **WHEREAS**, on June 22, 2018, the CITY and the ILLINOIS EPA entered into the most recent intergovernmental agreement pertaining to operation of the FACILITY and collection of HHW hereinafter referenced as the "**2018 IEPA HHW IGA**". The 2018 IEPA HHW IGA expired on June 30, 2023; and
10. **WHEREAS**, the ILLINOIS EPA is currently in the process of preparing a solicitation for bids for a new Contractor agreement which is anticipated will take effect on January 1, 2024; and
11. **WHEREAS**, the Parties desire to enter into this INTERIM AGREEMENT relative to the operation of the FACILITY with the intent of entering into a new five (5) year intergovernmental agreement to become effective on January 1, 2024; and
12. **WHEREAS**, the Parties further desire that the term of this INTERIM AGREEMENT be effective from July 1, 2023 (the day after expiration of the 2018 IEPA HHW IGA) through December 31, 2023 unless otherwise extended as provided herein.

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

1.0 INCORPORATION OF RECITALS.

- 1.1 The foregoing Recitals are incorporated by reference as though fully set forth in this Section 1.1.

2.0 TERM OF THIS INTERIM AGREEMENT.

- 2.1 The term ("**Term**") of this INTERIM AGREEMENT shall be from July 1, 2023 through December 31, 2023, unless sooner suspended or terminated as provided in the 2018 IEPA HHW IGA or extended as herein provided. The Term of this INTERIM AGREEMENT may be extended for a period of not to exceed six (6) months by the written agreement of the Director on behalf of the ILLINOIS EPA and by the City Manager on behalf of the CITY.

3.0 TERMS OF THIS INTERIM AGREEMENT.

- 3.1 The terms set forth in the 2018 IEPA HHW IGA shall remain in full force and effect throughout the Term of this INTERIM AGREEMENT or any extension thereof.

4.0 AUTHORITY TO EXECUTE.

- 4.1 Each of the undersigned signing as an officer, representative, or agent on behalf of the respective Party to this INTERIM AGREEMENT warrants and represents that he or she holds such capacity as is specified beneath his or her name and further warrants and represents that he or she is authorized to execute and effectuate this INTERIM AGREEMENT, and to bind the Party on whose behalf he or she is signing this INTERIM AGREEMENT to the terms and conditions herein, and that he or she does so voluntarily and in his or her official capacity.

5.0 EXECUTION IN COUNTERPARTS.

- 5.1 This INTERIM AGREEMENT may be executed in counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

6.0 INTERPRETATION AND SEVERABILITY.

- 6.1 This INTERIM AGREEMENT shall be construed and governed by the laws of the State of Illinois. If any provision of this INTERIM AGREEMENT shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this INTERIM AGREEMENT shall not affect the remaining portions of this INTERIM AGREEMENT or any part hereof.

[SIGNATURE PAGES TO FOLLOW]

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

CITY OF NAPERVILLE:

**ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY:**

By: _____
Scott A. Wehrli
Mayor

By: _____
John J. Kim
Director

Attest:

Attest:

By: _____
Pam Gallahue, Ph.D.
City Clerk/Director of Community Services

By: _____
Valerie A. Davis
Acting Section Manager,
Materials Management and
and Compliance Section

Date: _____

Date: _____