

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE COUNTY AND MUNICIPALITIES OF ROCK ISLAND COUNTY

ESTABLISHING THE ROCK ISLAND COUNTY AREA SOLID WASTE MANAGEMENT

JOINT ACTION AGENCY

ARTICLE 1. LEGAL BASIS

This Agreement is made among the undersigned political subdivisions pursuant to the following:

- a. Article VII, Section 10, of the 1970 Constitution of the State of Illinois which authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance;
- b. Article VII, Section 10, of the 1970 Constitution of the State of Illinois and pursuant to the Local Solid Waste Disposal Act, as amended (Ill. Rev. Stat., ch. 85., par. 5901 - 5906; ch. 24, par. 11-19-1, 11-19-4 and 11-19-7; ch. 34, par. 5-1047 and 5-1048; and ch. 127, par. 743.2), (hereinafter "the Disposal Act"), units of local government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities;
- c. The Intergovernmental Cooperation Act, as amended (Ill. Rev. Stat., ch. 127, par. 741 et seq.), as amended (the "Coop Act"), also authorizes units of local government to exercise and enjoy jointly their powers, privileges or authority and to enter into intergovernmental agreements for that purpose;
- d. Section 3.2 of the Coop. Act, authorizes any two or more municipalities and counties as units of local government to establish, by an intergovernmental agreement, a municipal joint action agency as a municipal corporation and public body politic and corporate in order to provide for efficient and environmentally sound collection, transportation, processing, storage and disposal of municipal waste;
- e. The Disposal Act authorizes units of local government to enter into intergovernmental agreement to develop, prepare and implement solid waste management plans and adopt such procedures as are necessary for the preparation and implementation of such plans;
- f. The Disposal Act authorizes units of local government to delegate any power to another unit of local government or agency created by intergovernmental agreement for the specific purpose of preparing a solid waste management plan;
- g. The Solid Waste Planning and Recycling Act, P.A. 85-1198, requires certain counties to develop comprehensive waste management plans and implement these plans; and

- h. The Bi-State Comprehensive Regional Solid Waste Management Plan (the "Plan") has been prepared for and adopted by the Rock Island County Board on February 19, 1991 in accordance with the Solid Waste Planning and Recycling Act (Ill. Rev. Stat., ch. 85, par. 5951 et seq.).

## ARTICLE 2. GENERAL STATEMENT OF PURPOSE

This Agreement is established for the purpose of providing Members with efficient solid waste management services for the disposition of municipal wastes generated by their citizens and, thereby, to protect the citizens from such hazards to their health, safety, and welfare as result or as may result from the uncontrolled disposal of these solid wastes. The units of local government which are parties to this Agreement ("Members") have determined that there is a need to take a comprehensive regional approach to solid waste management by the adoption and implementation of a regional solid waste management plan that addresses the significant economic, political, and environmental problems associated with solid waste management and disposal. The need to take this intergovernmental approach to solid waste management has resulted in the establishment of this Agreement.

## ARTICLE 3. DEFINITIONS

The following terms used in the Agreement shall, unless the context otherwise requires, have the following meanings:

- a. "Act" means the Environmental Protection Act (Ill. Rev. Stat., ch. 111 1/2, par. 1001 et seq.), as it has been and as it may be amended from time to time.
- b. "Agency" means the Rock Island County Area Solid Waste Management Joint Action Agency.
- c. "County" means Rock Island County.
- d. "Governing Board" means the policy setting group of representatives selected in a manner outlined in Section 5.2 of this Agreement.
- e. "Jurisdiction" means: (1) in the case of a Municipality, the territory within the corporate limits of the Municipality now or in the future; (2) in the case of a County, the territory within the corporate limits of the County which does not lie within the corporate limits of any Municipality that are party to this Agreement; and (3) in the case of a Municipal Joint Action Agency, the territory within the corporate limits of each Municipality which is a member of such Municipal Joint Action Agency and the territory within the corporate limits of the County in which the Joint Action Agency is located which does not lie within the corporate limits of any Municipality.
- f. "Member" means a political subdivision which is party to this Agreement.
- g. "Municipality" means a city, village or an incorporated town.

- h. "Municipal Joint Action Agency" means a municipal corporation and a public body politic and corporate organized and existing under and pursuant to the Act.
- i. "Municipal Waste" means any garbage, general household and commercial waste, landscape waste, and/or demolition waste. It shall also include any other form of waste as the Governing Board may lawfully determine; however, it shall not mean or include special or hazardous wastes without three-fourths (3/4's) vote of the Governing Board.
- j. "Person" is any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity or its legal representative, agent or assign.
- k. "Plan" means the Bi-State Comprehensive Regional Solid Waste Management Plan approved by the Rock Island County Board on February 19, 1990, and as thereafter amended and adopted pursuant to State law.
- l. "Political Subdivision" means any municipality or county.
- m. "Representative" means the individual representing a Member or Members who sits on the Agency's governing board.
- n. "Solid Waste" means "waste" as defined in Section 3 of the Environmental Protection Act, which is in solid or semi-solid form, provided that "solid waste" does not include material that is intended or collected to be recycled.
- o. "State" means the State of Illinois.
- p. "Territory" means the land and waters under the authority of a unit of local government.
- q. "Unit of Local Government" means a county, municipality, township, special district or unit, designated as a unit of local government by law, including a Municipal Joint Action Agency, which exercises limited governmental power or powers in respect to limited governmental subjects, but not including school districts, or, if the context requires, the member municipalities of any such entity of their respective territories.
- r. "Waste Project" means land, any rights therein and improvements thereto, one or more buildings, structures or other improvements, machinery, equipment, vehicles and other facilities incidental to the foregoing, owned operated or used by the Agency for the collection, transportation, transfer, storage, processing, treatment, recovery, and re-use of municipal waste. A Waste Project shall include land held for a planned Waste Project or used to buffer a Waste Project from adjacent land uses.

#### ARTICLE 4. ESTABLISHMENT

A Municipal Joint Action Agency is hereby established by this intergovernmental Agreement among the Members. The Agency shall be a municipal corporation and a public body politic and corporate and not a joint venture or partnership among Members. The corporate name of the Agency so established is the Rock Island County Area Solid Waste Management Joint Action Agency.

## ARTICLE 5. ADMINISTRATION

Section 5.1. The Members of the Agency shall be any political subdivision which becomes a Member of the Agency upon execution of this Agreement. Execution of this Agreement by the Member shall be authorized by ordinance adopted by the corporate authorities of the Member.

Section 5.2. The Governing Board of the Agency shall be composed of one representative from each of the member political subdivisions. Each representative will have a vote equal to one per the nearest 500 persons population (rounded to the nearest 500); i.e., a community with 1,400 persons would have three (3) votes and a community with 1,200 persons would have two (2) votes. The population of the member political subdivisions will be taken from the most recent decennial census conducted by the U.S. Department of Commerce Bureau of the Census. The number of votes the Rock Island County representative has will be based upon the population of unincorporated Rock Island County.

Each representative will be appointed by their respective political subdivision and may have an alternate to serve in the event of his or her incapacity. Each alternate shall have the same voting authority as the representative he or she replaces.

Section 5.3. The general duties of the Agency include, but need not be limited to, the following:

- a. Prepare and develop general policies for the disposition of all solid waste.
- b. Review, and prepare and recommend, as necessary, amendments to the Plan in furtherance of the Agency's responsibilities pursuant to this Agreement and applicable provisions of State law.
- c. When necessary, cause to be instituted in a court of competent jurisdiction, legal proceedings to compel compliance with any order or determination entered by the Agency.
- d. Provide such technical, operating or other services, including necessary labor and facilities, as may be required for the purpose of carrying out the provisions of this Agreement, from funds available for such purposes.
- e. Accept, receive, and administer grants or other funds or gifts for the purpose of carrying out any of the functions of this Agreement; apply for, accept, and receive federal and state monies available to the Agency.
- f. Promulgate such rules and regulations or enter into and execute such contracts and impose penalties for violation of such rules and regulations as it may deem necessary for carrying out the provisions of this Agreement.
- g. Perform such other duties as are imposed by the state or federal government regarding solid waste and exercise any or all powers specifically granted to Municipal Joint Action Agencies by law.

Section 5.4. Meetings, quorum, and voting procedures shall be as follows:

- a. A quorum of the Governing Board is considered to be the presence at a meeting of member representatives possessing more than one-half (1/2) of the total votes of the Governing Board.

- b. All actions of the Governing Board require favorable votes from more than one-half (1/2) of the total votes of the Governing Board. The Chair of the Agency retains the same voting rights as any other representative on the Governing Board.
- c. The Governing Board shall hold at least six regular meetings each calendar year at a time and place to be fixed by the Governing Board. Special meetings may be called by the Chair or by two representatives of the Governing Board upon notice to each representative of the Governing Board.
- d. All meetings and records of the Agency, its Subcommittees, and/or any entity created by agreement with one or more public or private agencies for joint or cooperative action pursuant to the Intergovernmental Cooperation Act, as amended (Ill. Rev. Stat., ch. 127, par. 741 et seq, as amended, the "Coop Act"), shall comply with the Illinois Open Meetings Act (Ill. Rev. Stat., ch. 102, par. 41 et seq), and the Freedom of Information Act (Ill. Rev. Stat., ch. 116, par. 201 et seq).

Section 5.5. At its first meeting and at the first regular meeting of each calendar year, the Governing Board shall select one (1) of its representatives to serve as Chair, another to serve as Vice-Chair, and a third to serve as Secretary-Treasurer. These three selected representatives from the Governing Board will act as the Executive Committee. The term of office for each Executive Officer shall be for one year and all officers may be re-elected for a second term, but no officer shall hold the same office for more than two consecutive years.

Section 5.6. The Governing Board shall adopt By-Laws for the Agency which shall, among other matters, set forth provisions for the holding, notice, call and conduct of meetings of the Governing Board and the Executive Committee, the adoption of annual budgets and appropriations, the entering into of contracts and purchases by the Agency, the adoption of regulations, approval of amendments or updates to the Plan, or such other measures as are necessary to the performance of its obligation pursuant to this Agreement. The By-Laws may be adopted or amended as outlined in Section 5.4.b.

Section 5.7. A Staff Coordinating Committee for the Agency shall be appointed and shall consist of a staff person appointed from each jurisdiction represented on the Governing Board. The representatives outlined in Section 5.2. above may appoint a Committee representative from any jurisdiction (of Section 5.2.) which is a party to this Agreement. Staff Coordinating Committee members may attend all meetings of the Governing Board and are responsible for working together with the staff of the Agency to carry out the policies and projects of the Commission.

Section 5.8. The Governing Board may appoint one (1) or more advisory committees comprised of citizens of the Rock Island County Area. The committee(s) may address, but not be limited to, the following subjects: landfill siting; recycling; education; and long-range planning/financing. Each committee may be comprised of seven (7) to twelve (12) members appointed for two-year terms. Committee members shall be chosen according to expertise or interest displayed in the particular area to be addressed.

Section 5.9. This Agreement shall become effective upon approval of the Members and proper filing and recording, as prescribed in the Illinois Revised Statutes, and shall remain in effect thereafter unless terminated according to provisions of Section 10.2. Closing shall either occur on the date ten (10) days after the Members have adopted and published in pamphlet form ordinances authorizing execution of this Agreement, or on such later date as the Members shall determine. A certified copy of said ordinances shall be provided to the Rock Island County Board Chairman.

Section 5.10. Upon this Agreement becoming effective, a copy of this Agreement shall promptly be filed with the Illinois Secretary of State, Index Division.

Section 5.11. Simultaneously with the execution of this Agreement by a Member, it shall make its appointments to the Governing Board. Within thirty (30) days of the effective date of this Agreement, the Governing Board shall meet and, as soon as may be practicable, shall elect the Executive Committee and officers of the Agency and adopt such By-Laws as may be appropriate.

Section 5.12. If any provision of this Agreement shall be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect other provisions of this Agreement which can be given effect without the illegal, invalid, or unenforceable provision and, to this end, the provisions of this agreement are severable.

#### ARTICLE 6. FINANCIAL MATTERS

Section 6.1. The Agency shall establish its fiscal year from July 1st to June 30th and prepare an annual budget. The financial accounts of the Agency shall be audited as required by the laws of the State of Illinois.

Section 6.2. The Agency shall have the power to establish rates for use of any solid waste management facility which is owned and/or operated by the agency.

Section 6.3. The Agency shall have the power to borrow money, make and issue negotiable revenue bonds, certificates, refunding bonds and notes and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the Agency's net revenues or any other fund which it has a right to, or may hereafter have the right to pledge for such purpose.

Pursuant to this grant of authority, bonds may be issued without the consent of all its members, however, no member will be bound or allowed to utilize the disposal or other services of the Agency unless it either consented to the issuance of the bonds or entered into a separate contract with the Agency regarding services during the length of time the bonds are in existence.

Further, that any proceeding authorizing indebtedness may include remedies upon default in the payment of either principal or interest or both, including but not limited to the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property.

Section 6.4. The Agency, which is defined as a unit of local government according to the Local Solid Waste Disposal Act in which a solid waste disposal facility is located, may establish a tipping fee, or surcharge with regard to the permanent disposal of solid waste, to be utilized for solid waste management purposes, including long-term monitoring and maintenance of landfills, planning, implementation, inspection, enforcement and other activities consistent with the Solid Waste Management Act and the Local Solid Waste Disposal Act pursuant to Illinois Revised Statutes, ch. 111 1/2, Sec. 1022.15 (j).

Section 6.5. The Agency shall have the power to invest funds as provided by law.

Section 6.6. The Agency shall employ and compensate, within funds available therefore, such full-time or part-time employees, consultants and technical assistance as may be necessary to carry out the provisions of this Agreement and prescribe their duties and responsibilities. Employees of this Agency shall be deemed to be employees of the Agency and not of any political subdivision that is a Member of the Agency and a party to this Agreement.

Section 6.7. The Agency shall have the authority to acquire such insurance as it deems appropriate in consideration of insurance market conditions and the Agency's activities and potential liabilities and exposure.

#### ARTICLE 7. ACQUISITION AND OWNERSHIP OF PROPERTY

Section 7.1. The Agency may acquire, own, sell, lend, lease as lessor or lessee, transfer, and dispose of such property, real and personal, as it deems necessary and appropriate to carry out the provisions of this Agreement. Additionally, the Agency may provide for the use thereof by any Members upon such terms and conditions and with such fees or charges as it shall determine, and to mortgage, pledge or otherwise grant security interests in any such property.

Section 7.2. The Agency shall not have the power of eminent domain. Each Member shall be responsible for the exercise of its power of eminent domain to obtain property, easements, rights-of-way or other interests in property within such Member's jurisdiction which are necessary for, and consistent with, the implementation of the Plan adopted by each Member and the purposes of the Agency; provided that if it is deemed necessary to acquire property through the exercise of eminent domain, the Agency shall make such determination by an affirmative vote as outlined in Section 5.4.b. Such determination is only advisory to the Member jurisdiction within which the property in question is located. That jurisdiction may then consider pursuing the process of eminent domain, with all expenses of the process after action by the jurisdiction to be borne by the Agency.

#### ARTICLE 8. ADDITION AND WITHDRAWAL OF MEMBERS

Section 8.1. A political subdivision not party to the original Agreement shall become a Member of the Agency provided: (1) the corporate authorities of said political subdivision have adopted an ordinance authorizing execution of this

Agreement incorporating the language verbatim; (2) a majority of the then Governing Board of the Agency has adopted an ordinance consenting to the additional Member; (3) corporate authorities of the majority of the then Members have adopted an ordinance consenting to the additional Member; and (4) the additional Member has accepted any conditions imposed by the Agency under Section 8.2. Promptly upon the political subdivision becoming a Member, that fact shall be certified by the Secretary of the Agency to the Illinois Secretary of State.

Section 8.2. The Governing Board of the Agency may establish conditions with respect to any political subdivision becoming a Member after the execution of the original Agreement. These conditions may be include, without limitation, the making of a capital contribution to the Agency, reimbursements to Members for costs incurred in organization and start-up of the Agency and any Waste Project, the payment of differential rates, fees or charges with respect to the Agency or use of a Waste Project, and the assumption of all or a portion of contracts, debts and obligations of the Agency, or of Members with respect to the Agency. The Agency may impose an entry charge as specified for all new member joining the Agency after this Agreement has been in existence ninety (90) days. The amount of such charge and the terms under which such charge is payable shall be established by the Agency prior to consideration by the political subdivision of membership.

Section 8.3. A Member may withdraw from this Agreement by giving a one hundred and eighty (180) days prior notice to that effect in writing. Such party shall be responsible for its share of any debt or liability, both determined as well as undetermined amounts, attributable to its membership in the Agency.

Section 8.4. If the withdrawal of one or more Member(s) results in dissolution and termination of the Agency as required by this Agreement, then the withdrawing Members shall participate in the dissolution of the Agency as set forth in Section 10.3 and 10.4.

#### ARTICLE 9. RESPONSIBILITIES AND LIABILITIES OF MEMBERS

Section 9.1. The political subdivisions which become and are parties to this Agreement have done so in recognition of the authority granted to do so by the statutes of the State of Illinois. Nothing continued herein shall be deemed to prohibit the Member jurisdiction from enforcing its ordinances or regulations on separation and collection of solid waste.

Section 9.2. Each of the parties agrees that the Agency shall have the right to enforce this Agreement, the By-Laws, or any other agreement among or between the Agency and any one or more Members against any Member and to compel payment of contributions and charges as provided in this Agreement, the By-Laws or any other agreements. If suit is necessary to compel enforcement of provisions of this Agreement, the By-Laws or any other such agreement or compel payment of contributions and charges of the Agency and the Agency prevails, the defaulting Member shall pay the Agency's legal fees and costs pertaining to the suit, in such amount as determined by the court.



Section 9.3. Except for reckless or intentional acts, the parties hereto waive all claims against one another and against the Agency for compensation for loss or damage to the property of any party while on or about premises or facilities owned, leased or operated by the Agency. Each party to this agreement shall be responsible for its share of any debt or liability, both determined as well as undetermined amount attributable to its membership in the Commission.

Section 9.4. Nothing in this Agreement shall be construed as a waiver of any power granted by law to a Member with respect to the location and operation of a Waste Project of the Agency within the corporate limits of the Member.

Section 9.5. Each of the parties agrees that from time to time, upon request of the Agency, it will execute and deliver such documents or instruments as may be necessary or advisable to effectuate and carry out the intent and purpose of this Agreement, so long as the same are not contrary to law or to the rights of the party to whom the request is submitted. Each party shall, with due diligence, upon request by the Agency, provide all documentation within the party's control required by any state or federal regulatory agency.

#### ARTICLE 10. AMENDMENT, DURATION, AND TERMINATION

Section 10.1. All proposed amendments to this Agreement shall be in writing and shall be submitted to all Members for review and comment at least ten (10) days prior to consideration by the Agency's Governing Board.

Section 10.2. The Agency shall have perpetual duration unless dissolved or terminated. Notwithstanding the withdrawal of one (1) or more parties, this Agreement and the Agency established hereunder shall continue among the remaining parties. However, in the event that all but one (1) party withdraws, the Agreement shall terminate automatically.

Section 10.3. In the event the Agency is dissolved and terminated, the material benefits realized from the liquidation of any and all of its assets shall be divided among the participating jurisdictions on a pro rata share, based upon population (latest decennial census), with the County's share based upon that population in the unincorporated area, after any and all claims against the Agency have been satisfied. All parties to the Agreement at the time of termination are liable for any and all debts and liabilities, both determined and undetermined, attributable to the Agency.

Section 10.4. On termination of this Agreement, suitable provisions shall be made for implementation of closure and post closure measures required by law.

Section 10.5. This Agreement shall be controlled by and construed and interpreted under the law of the State of Illinois.

COUNTY AND COMMUNITIES OF ROCK ISLAND COUNTY  
ESTABLISHING ROCK ISLAND COUNTY WASTE MANAGEMENT AGENCY

<u>Government</u>	<u>Date of Ordinance</u>
Anadalusia	March 16, 1992
Carbon Cliff	June 16, 1992
Coal Valley	June 17, 1992
Cordova	June 11, 1992
East Moline	January 20, 1992
Hampton	January 27, 1992
Hillsdale	None
Milan	June 15, 1992
Moline	February 11, 1992
Oak Grove	None
Port Byron	May 11, 1992
Rapids City	June 9, 1992
Reynolds	None
Rock Island	January 27, 1992
Rock Island County	June 16, 1992 (Resolution)
Silvis	January 21, 1992