

Chapter 450  
*(Text of Intergovernmental Agreement as Amended)*

JO DAVIESS-CARROLL COUNTY JOINT ACTION  
SOLID WASTE AGENCY AGREEMENT

THIS AGREEMENT, entered into between the County of Jo Daviess, a body politic and corporate, and the Carroll of Carroll, a body politic and corporate, by their respective county boards in accordance with the authority stated herein:

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract 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; and

WHEREAS, section 3.2 of the Intergovernmental Cooperation Act (5 ILCS 220/3.2), section 3 of the Local Solid Waste Disposal Act (415 ILCS 10/3) and section 4 of the Solid Waste Planning and Recycling Act (415 ILCS 15/4) authorize counties to enter into intergovernmental agreements with one another for the implementation of solid waste management plans mandated by the Solid Waste Planning and Recycling Act (415 ILCS 15); and

WHEREAS, the same section of the Intergovernmental Cooperation Act authorizes counties to delegate any power to Municipal Joint Action Agencies created by intergovernmental agreement for the specific purpose of implementing such solid waste management plans; and

WHEREAS, section 4 of the Solid Waste Planning and Recycling Act mandated that the Counties of Jo Daviess and Carroll submit to the State of Illinois their solid waste management plans by March 1, 1995; and

WHEREAS, the Counties of Jo Daviess and Carroll have jointly prepared one solid waste management plan through the operation of the Jo Daviess-Carroll County Joint Action Solid Waste Planning Agency, a municipal joint action agency established by intergovernmental agreement on August 31, 1992, which agency will dissolve after approval of the joint solid waste management plan; and

WHEREAS, the Counties of Jo Daviess and Carroll believe it to be in the best



interests of the people of their respective counties that each cooperate fully with the other in implementing the joint solid waste management plan; and

WHEREAS, the Counties of Jo Daviess and Carroll believe these ends can be served best by the creation of a bi-county municipal joint action solid waste agency under the Intergovernmental Cooperation Act which agency shall have the jurisdiction and authority set forth herein;

NOW, THEREFORE, the Counties of Jo Daviess and Carroll agree as follows:

Section 1. Definitions.

- (a) The word "Agency" shall mean the Jo Daviess-Carroll Joint Action Solid Waste Agency established by this Agreement.
- (b) The phrase "Board of Directors" shall mean the Board of Directors of the Agency.
- (c) The term "By-Laws" shall mean the By-Laws of the Agency as adopted and as amended from time to time by the Board of Directors.
- (d) The word "Members" shall mean the County of Jo Daviess and the County of Carroll.
- (e) The term "Public Agency" shall mean the State of Illinois, any agency of the State, and any unit of local government as defined in the Constitution of the State of Illinois.
- (h) The terms "solid waste management plan" or "waste management plan" shall mean the solid waste management plan (including any revisions or updates thereof) submitted on behalf of the Members to the Illinois Environmental Protection Agency pursuant to the Solid Waste Management and Recycling Act.
- (i) The term "State" shall mean the State of Illinois or any of its divisions charged with the responsibility of maintaining oversight over the Agency's compliance with the Solid Waste Planning and Recycling Act.

Section 2. Establishment.

A Municipal Joint Action Agency is established by this intergovernmental agreement. The corporate name of the Agency so established shall be the "Jo Daviess-Carroll Joint Action Solid Waste Agency", and may be referred to as the Jo-Carroll Waste Agency. The Agency shall be a municipal corporation established pursuant to the aforesaid authorities and shall be a public body politic and corporate.

### Section 3. Purposes.

The Agency is established for the purpose of assisting the Members in implementing their solid waste management plan.

### Section 4. Duration.

The Agency shall have a perpetual duration subject to dissolution as provided herein or as otherwise provided by law.

### Section 5. Withdrawal, Termination and Dissolution.

Either Member may at any time withdraw as a Member of the Agency without any liability upon giving written notice to the Agency at least thirty (30) days prior to the effective date thereof, provided that the Member has paid all capital contributions to which it has previously agreed. Upon the filing with the Secretary of the Agency a certified copy of a resolution of either Member to withdraw, the Agency shall have no authority to incur any further debt or obligation; and upon payment of all pre-existing debts and obligations, the Agency shall be dissolved without further action.

### Section 6. Powers.

(a) Except as provided in subsections 6 (b) and (c), the Agency shall have the following powers, in addition to any power set forth elsewhere in the Agreement:

- (1) To implement the solid waste management plan (including any revisions or updates thereof) as provided by the Solid Waste Planning and Recycling Act, and to prepare and submit to the State any revisions and updates of the plan thereof appropriate to compliance with the Act. If the solid waste management plan or any revision or update should be denied approval by the State, the Agency shall have the power to implement so much of the waste management plan as may be lawful.

- (2) To adopt any ordinance necessary and proper to the implementation of the solid waste management plan, and to provide for civil remedies and criminal penalties for the violation of any such ordinance.
  - (3) To sue or be sued.
  - (4) To apply for and accept gifts, grants or loans of funds or property or financial or other aid from any public agency or private entity.
  - (5) To invest available funds.
  - (6) To employ agents and employees and to retain planners, attorneys, engineers and such other planning consultants as the Board of Directors shall determine as necessary to implement the solid waste management plan.
  - (7) To expend funds for the incidental expenses associated with the implementation of a plan including but not limited to the purchase of policies of insurance, clerical expenses, office supplies, travel expenses, and operational supplies.
  - (8) To collect capital contributions from the Members and to pay expenses of the Agency.
  - (9) To adopt By-laws to govern the function and operation of the Agency.
  - (10) To make and execute all contracts and other instruments necessary or convenient to the exercise of its powers or the accomplishment of the purposes of the Agency.
  - (11) To exercise all other powers granted by section 3.2 of the Intergovernmental Cooperation Act and available to municipal joint action agencies under the Local Solid Waste Disposal Act and the Solid Waste Planning and Recycling Act, as amended.
- (b) The Agency will have no authority to enter into any contract which calls for the

expenditure of funds by the Agency unless the Members shall first deposit with the Treasurer of the Agency sufficient funds (less any funds to be paid through any grant) to make the expenditure.

- (c) The Agency will have no authority to borrow money, issue bonds or notes for the payment of money or levy any tax but may impose licensing fees and charges upon any waste facilities or waste hauler as may be authorized by state law.

#### Section 7. Plan Implementation and Reporting.

The Agency shall implement the solid waste management plan in the manner which in the judgment of the Board of Directors shall best assure compliance with the direction of the plan and all applicable State and Federal laws and regulations. At least once each year the Agency shall prepare an annual report which the Agency shall make available to the public and which shall outline the progress of the Agency and recommend future activities thereof.

#### Section 8. Governance.

The Agency shall be governed and administered as provided in this Agreement and the By-Laws.

- (a) The governing body of the Agency shall be the Board of Directors. There shall be four Directors from each Member appointed by the Member by whatever means it shall choose.
- (b) Each Director shall serve for a term of three years unless the appointing Member shall at its discretion remove the Director sooner. No cause shall be required for the removal of any Director. Any vacancy in the office of Director shall be filled by appointment by the affected Member. Each Director shall have one vote on the Board of Directors.
- (c) A Member may by whatever means it shall choose appoint Alternate Directors for each Director who may attend any meeting of the Board of Directors. An Alternate Director may vote as the Director in the absence of that Director or if there is a vacancy in that position of Director.
- (d) The Board of Directors shall designate one of themselves as Chairperson for a term of one year. The Chairperson shall preside at all meetings of

the Board of Directors. The Board of Directors shall also designate one of themselves as Co-Chairperson for a term of one year. The Co-Chairperson shall preside at all meetings in the absence of the Chairperson. The Chairperson and the Co-Chairperson shall not be Directors from the same county. The Board of Directors shall select other persons, who need not be Directors, to serve as Secretary and Treasurer. The Secretary shall be the keeper of the books and records of the Agency; and the Treasurer shall have charge and custody of and be responsible for all funds of the Agency. The duties of the officers of the Agency shall be prescribed in further detail in the By-Laws. The terms of office and manner of selection of the officers shall also be prescribed in the By-Laws.

- (e) The approval by the Agency of any solid waste management plan (or any revision) which is to be submitted to the Illinois Environmental Protection Agency under the Solid Waste Planning and Recycling Act shall require a vote of the Board of Directors with two-thirds of the total membership of Directors from each Member approving. Any other result or a failure to vote on the question of the plan shall constitute a rejection of the plan by the Agency, and the Agency shall not have the authority to submit the plan to the State.

#### Section 9. Rights and Responsibilities of Members.

- (a) Each Member shall make any capital contribution to the Agency as it may agree. Such capital contributions shall be made by each Member on an equal matching basis. In the event a Member shall fail to match within 90 days a contribution made by the other Member, the over-contributing Member shall be entitled to the prompt return of its excess contribution.
- (b) Upon the termination and dissolution of the Agency, the assets of the Agency after the payment of all accrued expenses and obligations shall be distributed to the Members in proportion to the contributions made by them.
- (c) The Agency shall not be responsible for any liability or obligation incurred by any Member except as agreed by the Board of Directors.
- (d) Any withdrawing Member shall be responsible for any contributions to which it has theretofore agreed.

Section 10. By-laws.

The Board of Directors 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 Board of Directors, the adoption of annual budget and appropriations, competitive bidding and the entering into of contracts by the Agency. The By-Laws may provide additional requirements and procedures with respect to amendment of the By-Laws, but may not conflict with any provision of this agreement.

Section 11. Amendment.

This Agreement may be amended only by the written agreement of the Members.

Section 12. Resolution Authorizing Agreement.

Prior to executing this Agreement, this Agreement shall be approved by resolution adopted by the county board of each Member. The resolution shall specifically authorize and direct the execution of this Agreement on behalf of such Member. A certified copy of the resolution shall be provided to the State's Attorney of each of the respective counties.

Section 13. Effective Date.

This Agreement shall become effective when both Members have executed it.

IN WITNESS WHEREOF, the Members have executed this Agreement by the signatures of their respective agents on the dates set forth below. This Agreement shall be executed in duplicate originals.

The County of Carroll

Agreed this 10 day of June 1998.

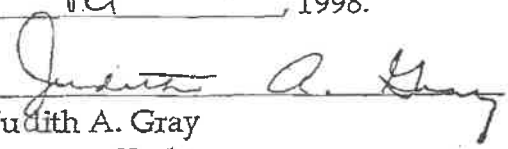


William C. Ritenour  
Chairman

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF CARROLL     )

I, Judith Gray, County Clerk in and for the County and State aforementioned and keeper of the records and files of said county office, hereby certify that the foregoing agreement as amended was approved by the Carroll County Board at its meeting held at Mt. Carroll on Oct 15, 1998.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Mt. Carroll in said County this 15<sup>th</sup> day of Oct, 1998.

  
Judith A. Gray  
County Clerk

The County of Jo Daviess

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Judith A. Gratton  
Chairman

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF JO DAVIESS     )

I, Jean Dimke, County Clerk in and for the County and State aforementioned and keeper of the records and files of said county office, hereby certify that the foregoing agreement as amended was approved by the Jo Daviess County Board at its meeting held at Galena on \_\_\_\_\_, 1998.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Galena in said County this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

Jean Dimke  
County Clerk

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