

INTERGOVERNMENTAL AGREEMENT FOR LA CROSSE COUNTY HOUSEHOLD HAZARDOUS MATERIALS PROGRAM

THIS AGREEMENT, entered into this 14th day of December, 2017, by and between the County of La Crosse, a Wisconsin body corporate, hereafter referred to as "County" and City of La Crosse, a municipal corporation located in La Crosse County, hereafter referred to as "La Crosse".

RECITALS

WHEREAS, since 2003 La Crosse County has operated a Household Hazardous Materials Facility in cooperation with the municipalities in La Crosse County and to the mutual benefit of all the citizens of La Crosse County; and

WHEREAS, the County and La Crosse entered into an Agreement in the year 2002 for a term of five years, which in the year 2007 was extended for an additional ten years, where La Crosse contributed to the cost of the operation and maintenance of the Program; and,

WHEREAS, the County and La Crosse desire to extend the Agreement for an additional ten years; and,

WHEREAS, the County and La Crosse are authorized to enter into this Agreement pursuant to Wis. Stat. §66.0301.

AGREEMENT TERMS

NOW, THEREFORE, IT IS AGREED by and between the parties, for good and valuable consideration, and the mutual benefits to be derived from this Agreement in the form of better health, safety and environment for the citizens of the County and La Crosse, as follows:

1. Covenant of La Crosse.
 - a. La Crosse shall help pay for the operation and maintenance of the County Household Hazardous Materials Program by contributing \$1.30 per capita per annum by February 1st of each year, commencing in the year 2018. This payment shall increase at a rate of \$0.05/capita each year until 2022, at which time the payment will be \$1.50/capita. Beginning in 2023 and extending through the term of this agreement the payment shall increase at a rate of 2% per year. The calculation of the per capita payment shall be adjusted each year according to population estimates as published by the Wisconsin Department of Administration Demographic Service Center.
 - b. La Crosse shall assist the County in educating its residents regarding the Household Hazardous Materials Program and its services.
 - c. La Crosse shall direct its residents to the Household Hazardous Materials Program vs. collecting household hazardous materials at its own facility.

2. Covenants of County.

- a. The County shall not charge an additional user fee to any of the citizens of participating municipalities who contribute the specified fee per capita per annum for the handling of La Crosse County generated household hazardous materials referenced as "Types of Materials to be Collected" in the initially accepted category of the 2001 Household Hazardous Waste Advisory Panel Final Report. Specifically, these materials include: most automotive fluids, paints, stains, varnishes, solvents, adhesives, aerosols, sealants, cleaners, pesticides, batteries, mercury, fluorescent bulbs, and medical sharps. Charges will be imposed on materials such as, but not limited to, e-waste, televisions, tanning bed lamps, pressurized canisters and Freon containing appliances. Charges will also be imposed for wastes delivered by businesses and organizations, including, but not limited to, family farms, in-home businesses, rental properties, units of government and other business and organizations that qualify to use the program.
- b. The County will staff and administer the Household Hazardous Materials Program and shall be responsible for securing any appropriate liability insurance for the operation of said Program.
- c. The County will indemnify and hold harmless La Crosse from and against any liability for any costs, damages, expenses or claims, including any which result from any environmental damages or claims, arising out of or relating to the operation of the Household Hazardous Materials Facility.
- d. The County shall only raise the per capita fee as outlined 1.a. If the cost of the program is reduced so that the County's contribution is less than the specified fee per capita, any participating municipality shall also share proportionately on a per capita basis in the cost reduction.
- e. The County shall use reasonable efforts to provide a mobile or satellite collection site or sites which will operate periodically in towns and municipalities in La Crosse County.
- f. The County will retain records of the sources of all household hazardous materials delivered to the facility during the term of this Agreement. The records shall be sufficient to show the municipality of origin of the waste delivered.
- g. The County shall continue to work to secure agreements with businesses and out-of-County governmental entities to help offset costs for the Household Hazardous Materials Program.
- h. The County will provide supplementary funding of up to \$50,000 per year from the County's share of revenue from recycling of metal at the Xcel waste-to-energy facility.

4. Term and Renegotiation.

- a. The term of this Agreement shall be for a period of ten years from January 1, 2018 to December 31, 2027.
- b. Prior to the end of ten years, the parties may renegotiate an agreement for continued operation of the Household Hazardous Materials Facility, on terms mutually agreeable to the parties.

5. The County reserves the right to renegotiate or terminate this Agreement due to nonparticipation of La Crosse County municipalities if such nonparticipation results in a material increase in the County's proportionate share of the expense of the Household Hazardous Materials Program.

6. This Agreement contains the entire Agreement between the parties hereto. This Agreement may be amended or modified only by written Agreement by all of the parties hereto. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 14th day of December, 2017.

LA CROSSE COUNTY

By: 

Tara Johnson, County Board Chair

And: 

Ginny Dankmeyer, County Clerk

CITY OF LA CROSSE

By: 

Tim Kabat, City of La Crosse

And: 

Teri Lehrke, Clerk