

**SECOND AMENDMENT TO 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**

THIS SECOND AMENDMENT TO 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 is entered into this \_\_\_\_\_ day of February, 2013, between the City of Naperville ("CITY"), a municipal corporation and home rule unit of government with offices at 400 South Eagle Street, 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.

WHEREAS, the COUNTY and the CITY entered into an intergovernmental agreement ("AGREEMENT") on February 1, 2011 for the COUNTY'S provision of operation funding of the CITY'S household hazardous waste collection facility on CITY-owned property ("FACILITY") which will expire on November 30, 2011; and

WHEREAS, the COUNTY and the CITY entered into a First Amendment to said AGREEMENT on December 19, 2011, extending the term of the AGREEMENT to December 1, 2012; and

WHEREAS, the CITY and COUNTY have determined that it is in their best interest that the FACILITY continue to provide household hazardous waste services to all DuPage County residents; and

WHEREAS, the CITY and the COUNTY desire and agree to extend the AGREEMENT for an additional term beginning February \_\_, 2013 and terminating November 30, 2013 pursuant to Section 2.2 of the AGREEMENT; and

WHEREAS, the CITY and the COUNTY acknowledge that this Second Amendment to the AGREEMENT is subject to appropriation by each party; and

WHEREAS, the CITY and the COUNTY agree that the COUNTY will provide additional operation funding for the FACILITY at a cost not to exceed one hundred thousand dollars (\$100,000.00) during the term of this Second Amendment to the AGREEMENT; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree to amend the AGREEMENT as follows:

**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, 2013 unless terminated sooner in accordance with Section 12.0 of this AGREEMENT.

8.0 COUNTY FUNDING OF CITY EXPENSES

8.1 The COUNTY shall pay the CITY an amount not to exceed \$100,000.00 (One Hundred Thousand and no/100 Dollars) for FACILITY operational expenses during the term of this Second Amendment to the AGREEMENT.

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, \$25,000 per payment to the CITY. All invoices must be received no later than December 1, 2013.

IN WITNESS WHEREOF, the parties set their hands and seals as of the first date written above.

CITY of NAPERVILLE

COUNTY of DuPAGE

By: \_\_\_\_\_  
Douglas A. Krieger  
City Manager

By: \_\_\_\_\_  
Dan Cronin  
DuPage County Chairman

Attest:

Attest:

By: \_\_\_\_\_  
Pam LaFeber, Ph.D.  
City Clerk

By: \_\_\_\_\_  
Gary A. King  
County Clerk