

AMENDMENT NO. 1
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PEORIA
AND
THE CITY OF GLENDALE FOR
LANDFILL DISPOSAL SERVICES
(Contract No. C19-0537)

This Amendment No. 1 (“Amendment”) to the Intergovernmental Agreement between the City of Peoria and the City of Glendale for landfill disposal services (“Agreement”) is made this _____ day of _____, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“Glendale”) and the City of Peoria, an Arizona municipal corporation, authorized to do business in Arizona (“Peoria”).

RECITALS

- A. Glendale and Peoria previously entered into an Intergovernmental Agreement between the City of Peoria and the City of Glendale for landfill disposal services, Contract No. C19-0537, dated June 24, 2019 (“Agreement”); and
- B. Under section 2.1 B. of the original IGA, Peoria residents will be charged the established rate in Section 3.3 for self hauled loads. Section 3.3 is being amended to increase the rate to be changed as a Tipping Fee to ensure Glendale is recovering its operational and capital costs for disposing of Peoria's waste; and
- C. Under section 2.1 C. of the original IGA, Peoria residents will be assessed a tire handling fee to be increased to \$4.00 per tire effective March 1, 2022, and increase to \$5.00 per tire January 1, 2023; and
- D. Under section 3.3 of the original IGA, all loads delivered after 5:00 p.m. (AZ time) will be assessed an additional \$7.00 per ton.
- E. Glendale and Peoria wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Glendale and Peoria hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged.
- 3. **Scope of Work.** The Scope of Work is unchanged.

4. **Compensation.** Compensation is amended to increase certain fees as provided herein.

A. Section 2.1 (c) is amended as follows:

Waste tires delivered by Peoria residents will be accepted and assessed a waste tire handling fee of \$4.00 per tire (in addition to Tipping Fee) effective March 1, 2022, and increased to \$5.00 per tire (in addition to Tipping Fee) on January 1, 2023.

B. The Tipping Fees to be charged as provided in Section 3.3 are amended as follows: The Tipping Fee is increased to \$30.00 per ton beginning March 1, 2022.

Tipping Fee	Applicable Term
\$30.00	March 1, 2022 through June 30, 2024

C. The time to deliver loads without incurring a surcharge is changed from 4:30 p.m. to 5:00 p.m. Accordingly, the language in Section 3.3 is amended to read: All loads delivered after 5:00 p.m. (AZ) timewill be assessed an additional fee of \$7.00 per ton.

5. **Insurance Certificate.** A new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Peoria must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Peoria will require any Sub-contractor to be bound to the same requirements as stated within this section. Peoria, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Attestation of PCI Compliance.** When applicable, Peoria will provide the Glendale annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Peoria with oversight responsibility.
9. **Ratification of Agreement.** Glendale and Peoria hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

CITY OF PEORIA, an
Arizona municipal corporation

By: Cathy Carlat

Its: Mayor
