INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GOODYEAR
AND
THE CITY OF GLENDALE FOR
LANDFILL DISPOSAL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR LANDFILL DISPOSAL SERVICES ("Agreement") is made and entered into on _____, 2023, between the City of Goodyear, an Arizona municipal corporation ("Goodyear") and the City of Glendale, an Arizona municipal corporation ("Glendale"). Goodyear and Glendale are referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

A. Goodyear and Glendale are entering into this Agreement for Landfill Disposal Services. Goodyear and Glendale are authorized and empowered by provisions of their respective city charters and Arizona Revised Statutes § 11-952 to enter into this Agreement.

B. Goodyear and Glendale find it mutually beneficial for Glendale to provide landfill disposal services to Goodyear.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Goodyear and Glendale hereby agree as follows:

1. Definitions.

The capitalized terms contained in this Agreement and not otherwise defined shall have the meanings set forth below:

"Acceptable Waste" means any solid waste, including household waste, household hazardous waste or conditionally exempt small quantity generator waste, that Glendale is authorized to disposed of in the Facility according to its ADEQ-approved solid waste management plan. "Acceptable Waste" may include: (i) household wastes; (ii) commercial waste (originating from entities such as restaurants, stores, markets, theaters, hotels, and warehouses); (iii) institutional waste material originating in schools, hospitals, research institutions, and public buildings; (iv) small amounts of remodeling, demolition, roofing materials and other construction debris; (v) water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility)."Acceptable Waste" does not include any Hazardous Waste, Special Waste, Medical Waste, including Biohazardous Medical Waste, and any Unacceptable Waste or any mixture, portion or fraction thereof.

"ADEQ" means the Arizona Department of Environmental Quality or any successor department or agency.

"Applicable Laws, Rules, and Regulations" means the laws, statutes, regulations and rules enacted by the federal government or any agency thereof, the state or any political subdivision thereof, affecting the permitting, operation or use of the Facility (as defined below), as such laws, statutes, regulations and rules are now in effect or as adopted subsequently.

"Dollars" means United States dollars.

"Facility" means the Glendale Municipal Landfill located at 11480 West Glendale Avenue, Glendale, Arizona.

"Fiscal Year" means the City of Glendale's calendar for a fiscal year, currently July 1 through June 30.

"Force Majeure" means any act, event, or condition having a direct, material, adverse effect on the ability of the Facility to accept or dispose of Acceptable Waste, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include, but shall not be limited to, the following:

A. An act of God, lightning, earthquake, fire, severe weather conditions, epidemic, pandemic, landslide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot, disturbance, labor strike or interruption, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, condemnation or other taking by the action of any governmental body on behalf of any public, quasi-public or private entity.

B. The order, judgment, action, or determination of any court, administrative agency, or governmental body: (1) that adversely affects the (a) operation of the Facility, (b) the right or ability for the Facility to accept Acceptable Waste by road or (c) the right or ability of the Facility to dispose of the Acceptable Waste; or (2) resulting in the suspension, termination, interruption, denial or failure of renewal of issuance of any permit, license, consent, authorization, or approval necessary to the operation of the Facility, or acceptance, processing, transportation, or disposal of Acceptable Waste; unless, it is shown that such order or judgment is the result of the grossly negligent, willful, or intentional action or inaction of the Party relying thereon or is the result of grossly negligent or willful violation of Applicable Laws, Rules and Regulations, as replaced or amended, and provided further that the contesting in good faith of any such order or judgment shall not constitute or be construed as a grossly negligent, willful or intentional action or inaction of such Party.

C. The denial of an application, failure to issue, or suspension, termination, or interruption in the issuance or renewal of any permit if such denial, suspension, termination, interruption, or failure is not also the result of a wrongful or negligent act or omission or a lack of reasonable diligence of the Party relying thereon; provided that, the contesting in good faith or the failure in good faith to contest any such denial, suspension, termination, interruption, imposition or failure shall not constitute or be construed as such a wrongful or negligent act or omission or lack of reasonable diligence.

D. The failure of any subcontractor or supplier to furnish services, materials or equipment on the dates agreed to if such failure is caused by a Force Majeure, if and to the extent, and only so long as Glendale is not reasonably able, after using its best efforts, to obtain substitute services, materials or equipment.

"Hard to Handle Waste" means waste requiring special handling procedures such as the burial in an area away from the main working face of the Landfill or the breaking up and disposal of large materials such as mobile homes, pieces of concrete, and spools of wire.

"Hazardous Waste" means garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, or other discarded materials, including solid, liquid, semisolid or contained gaseous material, resulting from industrial, commercial, mining and agricultural operations or from community activities which because of its quantity, concentration or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed of or otherwise managed or any waste identified as hazardous pursuant to section 49-922. "Hazardous waste" does not include solid or dissolved material in domestic sewage, solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under section 402 of the federal water pollution control act (P.L. 92-500; 86 Stat. 816), as amended, or source, special nuclear or by-product material as defined by the atomic energy act of 1954 (68 Stat. 919), as amended. All waste delivered to the Glendale Municipal Landfill must meet Resource Conservation and Recovery Act (RCRA) criteria, pursuant to EPA section 4005(c)(1)(C).

"Hot Load" means any load of materials delivered to the Facility that is emitting smoke, fire or fumes, or may be in imminent danger of fire or explosion.

"Medical Waste" as defined in A.R.S. § 49-701, means "any solid waste which is generated in the diagnosis, treatment or immunization of a human being or animal or in any research relating to that diagnosis, treatment or immunization, or in the production or testing of biologicals, and includes discarded drugs but does not include hazardous waste as defined in A.R.S. § 49-921 other than conditionally exempt small quantity generator waste.".

"Solid waste" means any garbage, trash, rubbish, waste tire, refuse, sludge from a waste treatment plant, water supply treatment plant or pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material, except for those solid wastes that are exempt in accordance with A.R.S. §49-701.01.

"Solid waste management plan" means the plan which is adopted pursuant to A.R.S. § 49-721 and approved by ADEQ, which provides guidelines for the collection, source separation, storage, transportation, processing, treatment, reclamation, and disposal of solid waste in a manner that protects public health and safety and the environment and prevents and abates environmental nuisances.

"Special Waste" means a solid waste as defined in section 49-701.01, other than a hazardous waste, that requires special handling and management to protect public health or the environment and that is listed in section 49-852 or in rules adopted pursuant to section 49-855. Special waste does not include return flows from irrigated agriculture, medical waste, used oil or by-products of a regulated agricultural activity, as defined in section 49-201, that are subject to best management practices under section 49-247, by-products of livestock, range livestock and poultry as defined in section 3-1201, pesticide containers regulated pursuant to title 3, chapter 2, article 6 or waste that contains radioactive materials that are subject to a permit or regulation under the atomic energy act of 1954 (42 United States Code section 2011; 68 Stat. 919), as amended, or title 30, chapter 4.

"Tipping Fees" shall mean the total rate per ton charged and adjusted by Glendale for disposal of each type of waste delivered by Goodyear at the Facility, as more fully set forth in Section 3.3 of this Agreement. The Tipping Fees shall include any applicable taxes, fees, or levies, as replaced or amended, that Glendale is required to pay for waste delivered to and accepted by the Facility.

"Ton" means two thousand (2,000) U.S. pounds.

"Unacceptable Waste" means any solid, hazardous, medical, mixed or special waste, or any portion or fraction thereof, that Glendale may not accept for disposal at the Facility. Such "Unacceptable Wastes" include, , but are not limited to: (A) explosives, radioactive materials, medical waste or infectious biohazardous waste, waste tires (excluding tires delivered by Goodyear residents as per Section 2.1 b), residential cesspool waste, sewage, and sludge; (B) motor vehicles, including motor vehicle parts, and any agricultural and farm machinery or equipment or parts thereof; (C) used oil; (D) materials that Glendale determines may present a risk to human health or safety or the environment, or may adversely affect the operation of the Facility, including, but not limited to, Hot Loads; or (E) waste not authorized for disposal at any Facility pursuant to its approved solid waste management plan.

"Waste Tires" means: (a) A tire that is no longer suitable for its original intended purpose because of wear, damage or defect; (b) A tire that is removed from a motor vehicle and is retained for further use; or (c) A tire that has been chopped or shredded.

2. Delivery of Acceptable Waste.

2.1 Acceptable Waste Delivered.

A. Goodyear shall use its best efforts to ensure that all materials delivered to the Facility for disposal shall constitute only Acceptable Waste. Glendale shall have the right to refuse to accept any waste or load it suspects contains Unacceptable Waste for disposal at the Facility. Goodyear will be charged the fees established in Section 3.3 below if Glendale accepts waste for disposal.

B. Goodyear residents will be charged the applicable rate or rates in Section 3.3 below for disposal of wastes delivered in self-hauled loads to the Facility. All appliances containing Freon will be assessed a separate fee to cover the cost the Facility incurs for Freon removal. The Freon fee is subject to change at any time to reflect the market cost of Freon removal.

C. As provided in Section 3.3 below, Goodyear residents will be assessed a Waste Tire handling fee of $6.00 per tire in addition to the Gate Rate. The tires must be from passenger vehicles or small non-commercial trucks and shall not contain rims. All other Waste Tires, including those from off-road vehicles, will not be accepted. Goodyear residents will be limited to the delivery of five Waste Tires every 90 calendar days.

D. Glendale may refuse to accept waste for disposal at the Facility if such waste is of such a quantity or character that it requires special handling procedures for disposal (Hard to Handle Waste). In the event Glendale identifies waste as Hard to Handle Waste, it shall notify Goodyear of its decision not to accept the waste for disposal, or it will notify Goodyear of any additional charges related to disposal of the waste prior to accepting it for disposal.

E. Goodyear and Glendale recognize that although Waste Tires constitute Unacceptable Waste, Waste Tires may, on occasion, despite Goodyear's best efforts to segregate wastes, be mixed with Acceptable Waste collected by Goodyear and delivered to the Facility for disposal. In such event, Waste Tires will be handled by the Facility and Goodyear will charged an additional Tire Rate as provided in Section 3.3. However, should the receipt and disposal of Waste Tires become a regular occurrence and unduly burdensome on the Facility, Goodyear will review its waste collection or

recycling procedures and attempt to eliminate Waste Tires from the materials it delivers to the Facility. If Goodyear's review and any change in its waste handling or disposal procedures does not resolve the mixed waste problem, the Parties will meet and confer to develop a strategy to address the problem. Although the Parties agree to meet and confer to address this problem in good faith, nothing in this subsection prevents or interferes with Glendale's right to exercise its rights under subsection 2.1(D) above and/or Sections 4 and 7 herein.

2.2 Weighing of Acceptable Waste.

A. City of Goodyear vehicles delivering Acceptable Waste shall have a vehicle identification number permanently affixed and conspicuously displayed on the exterior of the vehicle, which is readily visible by the weigh scale operators. Goodyear shall provide a certified tare weight for each such identified vehicle. All incoming Acceptable Waste shall be weighed and recorded. From time to time, the Parties may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. Goodyear, at no extra cost, shall have the right to monitor the weighing of all vehicles delivering Acceptable Waste to the Facility.

B. Glendale shall maintain the weighing devices at the Facility for the purpose of weighing and recording the amount of Acceptable Waste delivered to the Facility. Glendale shall test and recalibrate the weighing devices at least once each quarter, or more often if necessary or if required by the Arizona Department of Weights and Measures. Calibration records shall be available for inspection by Goodyear.

C. In the event the weighing devices become temporarily inoperable due to testing or malfunction, Glendale shall estimate the weight of Acceptable Waste delivered to the Facility on the basis of truck volume and historical data obtained through operation of the Facility. These estimates shall serve as official records for the duration of the weighing device outage. Glendale shall use its best efforts to ensure that no such period of inoperability exists for more than five consecutive days, and in the aggregate not more than 15 days in any 30-day period.

D. To expedite turnaround time at Facility, Goodyear will use the automated, unattended scale system (commonly referred to as the Radio Frequency or RF Scale). Glendale will provide Goodyear with a summary of all transactions on a monthly basis as specified in Section 3.1. Information on specific transactions or a daily report will be generated upon request.

2.3 Vehicle Turnaround Time. Each vehicle delivering Acceptable Waste to the Facility shall be able to enter the Facility, unload and exit the Facility within a period of not longer than twenty (20) minutes, with the understanding that bad weather conditions, such as heavy rain, may cause delays beyond the control of the Facility. The average period of not longer than twenty (20) minutes is based on the use of the unattended scale system and an average period of not longer than eight (8) minutes to unload the Goodyear vehicles. Glendale shall provide experienced staff at the Facility to direct incoming drivers.

2.4 Delivery Vehicles. Acceptable Waste may be delivered to the Facility in a variety of vehicles including, but not limited to, side-loading collection trucks, rear-loading collection trucks, front-loading collection trucks, tractor-trailer vehicles, open top and closed roll-off containers, compactors, and other open or closed vehicles. The Facility shall be equipped to receive all vehicles that are lawfully used to transport Acceptable Waste.

2.5 **Hot Loads.** In the event that Glendale accepts a Hot Load from a Goodyear vehicle, as provided in subparagraph 2.1(D) above, Goodyear agrees to pay the additional costs incurred by Glendale for the handling of that Hot Load. Such costs may include, but are not necessarily limited to, costs related to response by public safety personnel as well as cleanup and disposal costs related to the material.

2.6 **Discovery of Unacceptable Waste.** If Glendale discovers Unacceptable Waste or waste that it suspects is Unacceptable Waste received from Goodyear, Glendale shall:

A. Isolate, remove and set aside that portion of the load which it determines is or may be Unacceptable Waste.

B. Notify Goodyear of the discovery of Unacceptable Waste within one hour of that discovery, unless that discovery occurs after 4:00 p.m., in which event notification shall be given by 9:00 a.m. of the next business day.

C. Gather, preserve, maintain and make available to Goodyear all evidence demonstrating that the Unacceptable Waste was delivered by Goodyear.

D. Test or arrange to have the suspected Unacceptable Waste tested to ascertain whether that waste is Unacceptable Waste.

E. Allow Goodyear to: (1) inspect such Unacceptable Waste within eight hours of notice to Goodyear of the existence of such waste; and (2) test the waste and examine all other evidence gathered by Glendale within seventy-two (72) hours after the discovery of such waste. For purposes of any inspection conducted, Goodyear shall have access to the Facility and/or any other site at which Unacceptable Waste is located, subject to the conditions set forth in Section 5.3 below.

2.7 **Rejection of Unacceptable Waste.** Glendale shall have the right to reject Unacceptable Waste after the load is unloaded at the Facility by giving notice to Goodyear as set forth in Subsection 2.6(B) above. Unacceptable Waste shall be deemed accepted if not rejected.

2.8 **Disposal of Unacceptable Waste.** If Unacceptable Waste is discovered at the Facility and there is substantial proof that the Unacceptable Waste was delivered to the Facility by Goodyear under this Agreement, Goodyear shall: (a) to the extent practicable, promptly remove and properly dispose of the Unacceptable Waste; or (b) pay Glendale the actual cost for proper disposal of the Unacceptable Waste. Goodyear shall also pay or reimburse Glendale for the actual cost of the inspecting, testing, characterizing and handling of the Unacceptable Waste.

2.9 **Disposal of Waste not deemed Unacceptable.** If, after inspecting and/or testing the waste, Glendale discovers the waste was Acceptable Waste, or discovers that the Unacceptable Waste was not delivered to the Facility by Goodyear, Glendale shall dispose of that waste at no additional cost to Goodyear.

3. Statements, Records, and Auditing.

3.1 Monthly Reports, Weight Tickets, and Monthly Reconciliation.

A. Within ten (10) working days after the end of the preceding month, Glendale shall deliver to Goodyear an electronic monthly report specifying the number of tons of waste received during the previous month and any charges for waste disposal. The report will provide a summary of the previous month's weight tickets for all waste received each day at the Facility, including transaction number, truck number, date, time, material type, net tons and total fee. Because unattended weight device will be used to record the weight of each load delivered to the Facility for disposal by Goodyear vehicles, weight tickets will be provided to drivers only upon request.

B. Any weight that has been determined by estimate as described in Section 2.2(C) above shall be noted on all records of such weight.

C. Goodyear shall review each monthly report and/or billing statement and pay the fee required for tonnage delivered to the Facility during that month based on the established rate in Section 3.3 below. Payment shall be received or remitted in accordance with Glendale remittance terms, which currently require payment within thirty (30) days of invoice. These remittance terms may change to align with any change in business practices. Glendale must notify Goodyear in writing regarding any changes to the remittance terms, and any changes will not take effect until at least ninety (90) days after the notice is provided in a manner consistent with Section 10.10 of this Agreement.

3.2 Recordkeeping, Accounting and Auditing.

A. Glendale shall keep and maintain complete and detailed records related to the delivery of Acceptable Waste and Unacceptable Waste and the basis for the invoicing under this Section including: (1) tonnage of Acceptable Waste delivered by Goodyear to the Facility; and (2) quantities of Unacceptable Waste, and its ultimate disposition (*e.g.*, segregation, storage or removal for disposal in another facility) of such material including activities undertaken to characterize the waste, and the date, time, and vehicle identification of each vehicle delivering and disposing of it. Glendale shall further keep and maintain accurate and complete accounting records and vouchers evidencing all costs, receipts, payments and any other matter of accounting associated with its performance under this Agreement in accordance with generally accepted accounting principles and any applicable State laws.

B. Goodyear, or its audit representative, shall have the right at any reasonable time to inspect, copy and audit the records, accounting records, vouchers, and any source documents which serve as the basis for charges for Acceptable Waste tonnage (the "Accounting Records"). The Accounting Records shall be available for inspection and audit for a period of three years following the termination of this Agreement, or five years from the date such Accounting Records were first created, whichever comes first.

3.3 Tipping Fees.

A. The Tipping Fees for disposal services at the Facility shall be as follows:

Tipping Fees			Effective Date
Gate Rate	Tire Rate	Hard to Handle	
$31.75	$5.00	$137.00	Effective Date – June 30, 2023
$32.25	$6.00	$138.00	July 1, 2023 – June 30, 2024
$32.75	$6.00	$139.00	July 1, 2024 – June 30, 2025
$33.25	$6.00	$140.00	July 1, 2025 – June 30, 2026
$TBD	$6.00	$140.00	July 1, 2026 – June 30, 2027

This Tipping Fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

All loads delivered after closing will be assessed an additional $7.00 per ton. Monday – Friday – after 4:05 PM and Saturday – after 3:05 PM

B. Tonnage will be tracked as trucks pass through the weighing device and charged the appropriate Tipping Fee according to this Section.

C. As provided in Section 4.1 of this Agreement, the Tipping Fees shall be reviewed prior to any extension of the term of this Agreement. The Tipping Fees review will be conducted no later than six months prior to the termination of this Agreement, and, if the term of this Agreement is renewed or extended, Tipping Fees adjustments shall apply on the date the renewal becomes effective.

D. The Tipping Fees may be adjusted at any time to reflect any adjustments of, changes to, or additions to Federal, State, or County taxes, fees, or levies for waste accepted at the Facility. The Tipping Fees may also be adjusted by Glendale to incorporate an Environmental Risk Fee, upon the mutual consent of the parties, without a further amendment of this Agreement.

E. Tipping Fees for acceptance of water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility), shall be charged at the same rate as all other Acceptable Wastes, in accordance with subsection 3.1(A) above. The sample analysis shall be conducted annually or more frequently, if good cause exists.

F. All appliances containing Freon and delivered by Goodyear residents or Goodyear collection vehicles will be assessed a separate fee, in addition to the Tipping Fee, to cover the cost the Facility incurs for Freon removal and disposal. This fee is subject to change at any time to reflect the market cost of Freon removal and disposal.

G. A fee will be charged for handling Hard to Handle Waste as provided in Section 3.3 above. This fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

4. Term and Termination.

4.1 Term of Agreement. This Agreement shall become effective on the date it is signed and approved by both Parties and shall remain in effect until June 30, 2027. This Agreement may be extended on terms and conditions acceptable to both Glendale and Goodyear for one additional term of three (3) years, unless terminated pursuant to Section 4.2 below. There is no automatic renewal of this Agreement. This Agreement may only be renewed in a signed writing, agreed upon and executed by both Parties.

4.2 Termination.

A. Notwithstanding the provisions of Section 4.1 above, Goodyear may terminate this Agreement without cause at the end of any Fiscal Year the Agreement remains in effect by providing 90 days' prior written notice to Glendale. Such written notice must be received no later than April 1 of the then-current Fiscal Year and termination will be effective 12:00 a.m. on July 1st of the next Fiscal Year. In the event Goodyear provides such notice of termination to Glendale, Goodyear shall continue to pay any fees and charges, including Tipping Fees and Hard to Handle Wastes fee, incurred as a result of its delivery and disposal of wastes in the Facility for the 90-day notice and pre-termination period. Goodyear, however, will not be required to pay any penalty or liquidated damages for its termination of this Agreement prior to the expiration of the initial or renewal term.

B. Glendale may terminate this Agreement, at any time, with 180 calendar days written notice to Goodyear. There shall be no payment associated with the termination of this Agreement by Glendale.

C. This Agreement is subject to the provisions of Arizona Revised Statutes § 38-511, as replaced or amended, and may be canceled, without penalty or further obligation, by either Party if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

5. Facility Obligations.

5.1 Operation and Maintenance of the Facility. Glendale shall operate and maintain the Facility, and perform its obligations under this Agreement, in a manner that is consistent with the terms of this Agreement and is consistent with all Applicable Laws, Rules, and Regulations, as replaced or amended.

5.2 Hours and Days of Operation. The Facility must be operational to receive Acceptable Waste from 7:30 a.m. to 4:00 p.m., Monday through Friday, and on Saturday from 7:00 a.m. to 3:00 p.m., excluding City of Glendale holidays. Alternative holiday schedules and extended hours may be established by mutual agreement of the Parties.

5.3 Right to Inspect. Goodyear shall have the right to enter and inspect the Facility to observe operations during operating hours as long as: (a) such visits are conducted in a manner that does not cause unreasonable interference with operations; and (b) any person conducting such visits (1) complies with safety rules and regulations and (2) is escorted by a designated Facility employee.

6. Representations and Warranties.

Glendale hereby represents and warrants to Goodyear that:

A. Glendale has the full power and authority to execute and deliver this Agreement to Goodyear and carry out the transactions contemplated hereby.

B. Glendale has taken all necessary action to execute, deliver and perform this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein or Glendale's compliance with any of the terms and provisions of this Agreement do not or will not contravene any existing law, judgment, governmental rule, regulation or order applicable to or binding on it or any of its properties which, if violated, would have a material adverse effect on Glendale's obligations under this Agreement.

D. The Facility is and will remain appropriately permitted or licensed to accept the Acceptable Waste and otherwise perform as required by this Agreement.

E. Upon execution and delivery of this Agreement by Glendale, it will constitute a legal, valid and binding obligation of Glendale enforceable against it in accordance with the terms hereof.

7. Indemnification.

Each Party (as "indemnitor") agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the other Party and its officers, employees, and elected or appointed officials (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the negligence, misconduct, intentional act or other fault of the indemnitor, its officers, employees, contractors, elected or appointed officials. Glendale further agrees to indemnify, defend and hold harmless Goodyear and its officers, employees and elected or appointed officials for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees arising out of Glendale's failure to comply with all Applicable Laws, Rules, and Regulations.

8. Obligations during Force Majeure.

8.1 Notice Relating to Force Majeure. If any act or event of Force Majeure occurs which affects either Party's ability to perform under this Agreement, the Party affected and relying thereon to excuse its performance hereunder shall give oral notice to the other as soon as practicable, and shall deliver to the other Party within forty-eight (48) hours after such oral notice, a written notice setting forth such information as may be available to it with respect to the nature, extent, effect, and anticipated duration of the act or event of Force Majeure.

8.2 Obligation of the Parties during an Event of Force Majeure. If such an act or event of Force Majeure occurs which has the effect of reducing the amount of Acceptable Waste that a Party can accept from or deliver to the other, both Parties shall be excused from performance during the existence of the Force Majeure, provided written notice was given in accordance with subsection 8.1 above. A Force Majeure for which said notice has not been properly given shall be considered an unexcused delay and may considered a breach of this Agreement. The effect(s) of said Force Majeure shall be remedied as soon as the Force Majeure has ceased, or

as soon as practicable, and the Party claiming the Force Majeure shall use best efforts to eliminate and mitigate the consequences thereof.

9. Immigration Law Compliance.

9.1 Each Party, and on behalf of any subcontracted party, warrants, to the extent applicable under Arizona Revised Statutes § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with Arizona Revised Statutes § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under Section 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 Each Party retains the legal right to inspect the papers of any contracted party's or subcontracted party's employee who performs work under this Agreement to ensure each Party is compliant with the warranty under Section 9.1 above.

9.4 Each Party may conduct random inspections, and upon request or notice to other Party, either Party shall provide copies of papers and records demonstrating continued compliance with the warranty under Section 9.1 above. Each Party agrees to keep papers and records available for inspection during normal business hours and will cooperate in exercise of each Party's statutory duties and not deny access to business premises or applicable papers or records for the purposes of enforcement of this Section 9.

9.5 Each Party agrees to incorporate into any subcontracts under this Agreement the same statutorily required obligations and expressly accrue those obligations directly to the benefit of either Party. Each Party also agrees to require any subcontracted party to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the either Party.

9.6 The warranty and obligations under this section for each Party are continuing throughout the term of this Agreement or until such time as either Party determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. General Provisions.

10.1 **Non-Assignment.** Neither Party shall assign, transfer, convey, subcontract, pledge or otherwise hypothecate this Agreement or its rights, duties or obligations hereunder or any part thereof without prior written consent of the other Party, which may be withheld in its reasonable discretion. Any assignment made in violation of this Section shall be void and of no force or effect and shall constitute a material breach of the Agreement.

10.2 **Headings.** All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

10.3 **Severability; Integration.** Inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this

Agreement. This Agreement constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not embodied in this Agreement, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise inducement or statement of intention not so set forth.

10.4 **Waivers.** Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. Payments by the respective Parties shall not constitute a waiver of contract rights.

10.5 **Construction.** This Agreement is intended to express the mutual intent of the Parties and, irrespective of the identity of the Party preparing this Agreement or any document or instrument referred to herein, no rule of strict construction against the Party preparing a document shall be applied.

10.6 **No Other Parties To Benefit.** This Agreement is made for the sole benefit of the Parties hereto and their successors and assigns. Except as may be expressly provided herein, no other person or entity is intended to or shall have any rights of benefits hereunder, whether as third-party beneficiaries or otherwise.

10.7 **Inurement.** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

10.8 **Governing Law; Forum; Venue.** This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained in the State or federal courts of the State of Arizona and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

10.9 **No Oral Modification.** No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties hereto.

10.10 **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (A) delivered to the party at the address set forth below; (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; (C) given to a recognized and reputable overnight delivery service, to the address set forth below; or (D) delivered by e-mail transmission to the number set forth below:

To Goodyear:	City of Goodyear Public Works Department 4980 South 157th Avenue Goodyear, Arizona 85338 Attention: Javier Setovich, Public Works Director Email: Javier.Setovich@goodyearaz.gov
With a copy to:	City of Goodyear City Attorney's Office 190 North Litchfield Road Goodyear, Arizona 85338 Attention: Roric Massey, City Attorney Email: Roric.Massey@goodyearaz.gov
To Glendale:	City of Glendale Field Operations Department 6210 W. Myrtle Avenue, Suite 111 Glendale, Arizona 85301 Attention: Field Operations Director Email: mwoytenko@glendaleaz.com
With a Copy to:	City of Glendale City Attorney's Office 5850 W. Glendale Avenue, Suite 450 Glendale, Arizona 85301 Attention: Michael Bailey, City Attorney Email: MBailey@glendaleaz.com

or such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received: (A) when delivered to the party; (B) three business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage; (C) the following business days after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day; or (D) when received by email during the normal business hours of the recipient. If a copy of a notice is also five to a party's counselor other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counselor other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

10.11 Contact Person. Upon execution of this Agreement, each Party shall provide and maintain with the other the following:

A. The name and address to whom financial or accounting statements should be sent or of whom inquiries should be made.

B. The name and address of the person or persons to be contacted for day-to-day matters except for the matters listed above.

10.12 Non-Exclusive Agreement. The Parties acknowledge that this is a non-exclusive Agreement, and that Goodyear and Glendale may contract with others to provide for services

similar to those in this Agreement with respect to the Facility and the collection and delivery of Acceptable Waste.

10.13 Contractual Status. Each Party is acting independent of the other Party under this Agreement and nothing herein is intended nor shall it be construed to create a joint venture or partnership between Goodyear and Glendale, or to render either Goodyear or Glendale liable for contractual or governmental obligations of the other including, without limitation, obligations to various agents and/or subcontractors, in any manner whatsoever, it being expressly agreed between the Parties that neither of them have any intention of assuming any contractual or other liability of the other by reason of the execution of this Agreement.

10.14 Remedies. In addition to the right of termination provided pursuant to Section 4.2 above the Parties, shall have available all remedies provided by law or in equity, including expressly the right to an award of reasonable attorney's fees and court costs to the prevailing Party, for any breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

"GOODYEAR"

By: _____
Joe Pizzillo, Mayor

ATTEST:

By: _____
Darcie McCracken, City Clerk

"GLENDALE"

By: _____
Jerry Weiers, Mayor

ATTEST:

By: _____
Julie K. Bower, City Clerk

The foregoing agreement between the City of Goodyear and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Goodyear. No opinion is expressed as to the authority of any parties, other than the City of Goodyear to enter into this Agreement.

_____
Roric Massey
Goodyear City Attorney

The foregoing agreement between the City of Goodyear and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Glendale. No opinion is expressed as to the authority of any parties, other than the City of Glendale to enter into this Agreement.

_____
Michael Bailey
Glendale City Attorney