

AMENDMENT NO. 1
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AVONDALE
AND
THE CITY OF GLENDALE FOR
LANDFILL DISPOSAL SERVICES
(Contract No. C24-0780)

This Amendment No. 1 (“Amendment”) to the Intergovernmental Agreement between the City of Avondale and the City of Glendale for Landfill Disposal Services (“IGA”) is made this _____ day of _____, 2026, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“Glendale”) and the City of Avondale (“Avondale”), an Arizona municipal corporation. The parties are collectively referred to herein as “the Cities.”

RECITALS

- A. The Cities previously entered into an Intergovernmental Agreement (“Agreement”), No. C24-0780, dated August 13, 2024, for Landfill Disposal Services.
- B. The Cities now wish to modify and amend the IGA strictly in accordance with the terms of this Amendment.

AGREEMENT

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

1. The definition of “Unacceptable Waste” is amended by striking the following language in subsection A “(excluding tires delivered by Avondale residents as per section 2.1 b)”.

The provision will now read as follows:

“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) Asbestos, explosives, radioactive materials, medical waste or infectious biohazardous waste, Waste Tires, 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 the Facility pursuant to its approved solid waste management plan.

2. Section 2.1, Acceptable Waste Delivered, is amended as follows:

- Subsection 2.1 B is amended to provide that Avondale residents may deliver self-hauled loads to the Facility, but will be charged the applicable rates posted on the City of Glendale's website, not the preferential, negotiated rates charged

the City of Avondale pursuant to Section 3.3 of the IGA. The language of Section 2.1 B shall now read as follows:

Avondale residents will be charged the rate established and published on the City of Glendale's website for Acceptable Waste delivered in self-hauled loads to the Facility for disposal. These charges may include the actual costs incurred by the City of Glendale to dispose of any Unacceptable Waste(s) contained in an Avondale resident's self-hauled load.

All appliances containing Freon will be assessed a separate fee to cover the cost the Facility incurs for Freon removal. The fee is subject to change at any time to reflect the market cost of Freon removal.

- Subsection 2.1 C is deleted in its entirety.

The effect of the changes made to subsections 2.1 B and C of the IGA is that Avondale residents may no longer deliver Waste Tires to the Glendale Landfill for disposal.

3. Section 3.3, Tipping Fees, is amended as follows:

- The language defining the Tipping Fee to include the current "\$0.25" per ton Arizona Department of Environmental Quality tax in Subsection A is deleted in its entirety and the following language will be inserted instead: "Avondale agrees to pay, and this rate shall be increased to include, any tax imposed by the Arizona Department of Environmental Quality regardless of whether such tax is calculated as a fixed or variable rate."
- The language in subsection F which applies and assessed a separate fee for Freon removal and disposal to "Avondale residents" is deleted, as this requirement is now covered under Section 2.1 B above.

CITY OF GLENDALE

BY: _____

ITS: City Manager

DATE: _____

ATTEST:

Julie K. Bower,
GLENDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Amendment of the Intergovernmental Agreement for Landfill Services between City of Glendale and City of Avondale is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY :

Michael D. Bailey,
GLENDALE CITY ATTORNEY

CITY OF AVONDALE

BY: 
Ron Corbin (Jan 13, 2026 08:56:44 MST)

ITS: City Manager

DATE: 01/13/2026

ATTEST:


AVONDALE CITY CLERK



CERTIFICATION BY LEGAL COUNSEL

The foregoing Amendment to the Intergovernmental Agreement for Landfill Services between City of Glendale and the City of Avondale is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Nicholle Harris
AVONDALE CITY ATTORNEY