

AMENDMENT NO. 1
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GOODYEAR
AND
THE CITY OF GLENDALE FOR
LANDFILL DISPOSAL SERVICES
(Contract No. C23-0640)

This Amendment No. 1 ("Amendment") to the Intergovernmental Agreement between the City of Goodyear and the City of Glendale for Landfill Disposal Services ("Agreement") is made this _____ day of _____, 2025, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("Glendale") and the City of Goodyear ("Goodyear"), an Arizona municipal corporation.

RECITALS

- A. Goodyear and Glendale entered into an Intergovernmental Agreement ("Agreement") C23-0640 on June 27, 2023, for Landfill Disposal Services.
- B. The parties agree to modify and amend the Agreement 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 parties hereby agree as follows:

1. The definition of "Unacceptable Waste" is amended by striking the following language in subsection (A) "(excluding tires delivered by Goodyear 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 Goodyear 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 Goodyear pursuant to Section 3.3 of the IGA. The language of Section 2.1 B shall

now read as follows:

B. Goodyear 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 a Goodyear 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.

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

- The language below the rate chart 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:

Goodyear agrees to pay, and all rates assessed under this Agreement 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 "Goodyear residents" is deleted, as this requirement is now covered under Section 2.1 B above.
- The second sentence of Subsection G stating "This fee includes the current \$0.25 per ton Arizona Department of Environmental Quality tax" is hereby deleted.

CITY OF GLENDALE

BY: _____

ITS: _____

DATE: _____

ATTEST:

GLENDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Amendment of the Intergovernmental Agreement for Landfill Services between City of Glendale and City of Goodyear 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:

GLENDALE CITY ATTORNEY

CITY OF GOODYEAR

BY: _____

ITS: _____

DATE: _____

ATTEST:

GOODYEAR CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

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

APPROVED AS TO FORM AND AUTHORITY:

GOODYEAR CITY ATTORNEY