

Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

This Amendment ("Amendment") to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid ("IGA") is entered into among Participating Arizona Cities and Towns listed in Appendix 1 to this Amendment and the Salt River Pima-Maricopa Indian Community. This Amendment allows the Salt River Pima-Maricopa Indian Community ("SRPMIC" or "Community") to be included as a participating "Party" to the IGA for those Cities and Town authorizing its adoption. Such Parties may also be referred to collectively as "Amendment Parties" and individually as an "Amendment Party" herein. This Amendment shall be of no force or effect for those Parties to the IGA that choose not to authorize its adoption. This Amendment shall be effective as to each Amendment Party on the date set forth for the signature for each such Amendment Party.

Section 1: Amendments to the IGA

1. Section 23. A new Section 23 is added to the IGA, as follows:

23. Addition of the Salt River Pima-Maricopa Indian Community as a Party

23.1 The Community and other Amendment Parties agree that the Community shall be joined as a new Party in accordance with Section 3.2, subject to the additional terms, conditions, and agreements set forth in this Section. In the event of any conflict between the provisions of this Section and any other provision of the IGA as it relates to the Community, the provisions of this Section shall control.

23.2 Disputes arising out of the IGA and this Amendment between the Community and any other Amendment Party shall exclusively be addressed as set forth in this Section. The Community and the applicable Amendment Party agree to try and resolve any dispute arising out of the IGA or this Amendment first by informal meetings. If informal meetings fail to resolve the dispute, then the Amendment Parties agree to try and resolve the dispute through mediation. If mediation is unsuccessful, then the Amendment Parties agree that they shall resolve the dispute through arbitration in accordance with the then current Rules of Commercial Arbitration of the American Arbitration Association or any successor organization (the "AAA"). In the event of a conflict between this Amendment and the AAA Rules, this Amendment shall govern.

23.2.1 Mediation. The Amendment Party desiring to initiate the mediation process shall give written notice to that effect to the other Amendment Party and, in such written notice, include a brief statement of its claims. Within 10 days of the notice of intent to mediate, the Community and the applicable Amendment Party shall meet for the purpose of attempting to jointly selecting a mediator to serve in the matter. The mediation proceeding shall be held within 60 days of the appointment of the mediator. The applicable Amendment Parties shall bear the cost of such mediation equally between them.

23.2.2 Arbitration. In the event of failure of mediation, the applicable Amendment Parties shall proceed to arbitration, except that if the parties are unable to jointly agree on an arbitrator, then each party shall select a representative generally recognized for ability in mediation/arbitration in the State of Arizona, and the representatives select a third such person to serve as arbitrator. The arbitration proceeding shall be held within 60 days of the selection of the arbitrator. The arbitrator shall render his or her decision within 30 days after the conclusion of the arbitration proceeding. Any arbitration conducted pursuant to this Section shall be final and binding upon the applicable Amendment Parties. The prevailing Amendment Party in such arbitration shall be entitled to file the decision and award with the United States District Court in Phoenix, or if the United States District Court lacks jurisdiction, then in the Maricopa County Superior Court, and have judgment rendered thereon in accordance with applicable law. The prevailing Amendment Party shall be entitled to all costs incurred in connection with the arbitration proceeding, including its reasonable attorneys' fees, the arbitrator's fees, witness fees and other costs as determined by the arbitrator.

23.2.3 General Considerations. The time periods prescribed in this Section may be shortened or extended by mutual written agreement. All provisions of the IGA not in dispute shall be observed and performed without interruption during the pendency of the procedures specified in this Section. The Community does not waive, limit or modify its sovereign immunity from unconsented suit, except as specifically provided in this Amendment. The Community

hereby grants a limited waiver of sovereign immunity for the sole purpose of authorizing an arbitration proceeding as described above and to bring a judicial action in the United States District Court in Phoenix or, if the United States District Court lacks jurisdiction, in the Superior Court of Maricopa County, Arizona, for the enforcement of an arbitration decision (or failure to submit to arbitration, if applicable) authorized under and related to the IGA and this Amendment. This limited waiver of sovereign immunity does not consent to or authorize a judicial action for damages against the Community other than the enforcement of arbitration decisions (which includes specific performance of the provisions of an arbitration decision).

2. All other provisions of the IGA not expressly modified herein shall remain in full force and effect.

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF MESA, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Mesa

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF AVONDALE, a municipal corporation

By _____

Title_____

Date_____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Avondale

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

TOWN OF GILBERT, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

Town Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
Town of Gilbert

Town Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF PEORIA, a municipal corporation

By _____

Title_____

Date_____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Peoria

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF Phoenix, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Phoenix

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

TOWN OF QUEEN CREEK, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

Town Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
Town of Queen Creek

Town Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF SCOTTSDALE, a municipal corporation

By _____

Title_____

Date_____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Scottsdale

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF TEMPE, a municipal corporation

By _____

Title_____

Date_____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Tempe

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF GLENDALE, a municipal corporation

By _____

Title_____

Date_____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Glendale

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF SURPRISE, a municipal corporation

By _____

Title _____

Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Surprise

City Attorney

SUBJECT: Amendment to the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

Salt River Pima-Maricopa Indian Community

By _____

Title _____

Date _____

ATTEST:

Secretary

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
Salt River Pima-Maricopa Indian Community

Legal Counsel

Appendix A

1. City of Mesa
2. City of Avondale
3. City of Glendale
4. City of Peoria
5. City of Phoenix
6. City of Scottsdale
7. City of Surprise
8. City of Tempe
9. Town of Gilbert
10. Town of Queen Creek
11. Salt River Pima-Maricopa Indian Community