

RESOLUTION NO. 2631

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE CITY OF GOODYEAR FOR THE ACCEPTANCE AND MANAGEMENT OF COLLECTION SYSTEM WASTE, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING THAT THE AGREEMENT SHALL BE EFFECTIVE UPON ITS EXECUTION.

WHEREAS, A.R.S. § 11-951 et seq. authorizes public agencies to enter into intergovernmental agreements for the joint exercise of powers common to the contracting parties; and

WHEREAS, the City of Tolleson owns and operates a wastewater treatment plant with designated drying beds and facilities suitable for the acceptance and management of collection system waste; and

WHEREAS, the City of Goodyear operates a municipal wastewater collection system and desires to dispose of collection system waste at Tolleson's wastewater treatment facility under mutually agreed upon terms and conditions; and

WHEREAS, the Mayor and Council find that entering into this Intergovernmental Agreement is in the best interests of the City of Tolleson and serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Intergovernmental Agreement between the City of Tolleson and the City of Goodyear for the acceptance and management of collection system waste is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 27th day of January, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2631

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT FOR ACCEPTANCE AND MANAGEMENT OF
COLLECTION SYSTEM WASTE
BETWEEN
THE CITY OF TOLLESON
AND
THE CITY OF GOODYEAR

THIS INTERGOVERNMENTAL AGREEMENT FOR ACCEPTANCE AND MANAGEMENT OF COLLECTION SYSTEM WASTE ("Agreement") is entered into as of January __14__, 2026, by and between the City of Tolleson, an Arizona municipal corporation ("Tolleson"), and the City of Goodyear, an Arizona municipal corporation ("Goodyear"). Tolleson and Goodyear may each be referred to as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, A.R.S. § 11-951 et seq. authorizes public agencies to enter into intergovernmental agreements for the joint exercise of powers common to each; and

B. WHEREAS, Tolleson owns and operates a wastewater treatment plant ("WWTP") that includes designated drying beds and receiving facilities suitable for the handling and disposal of collection system waste; and

C. WHEREAS, Goodyear operates a municipal wastewater collection system that periodically requires removal and disposal of lift station waste, debris, and solids resulting from cleaning, maintenance, and emergency operations; and

D. WHEREAS, Goodyear desires to transport and dispose of such collection system waste at Tolleson's WWTP drying beds, and Tolleson agrees to accept and manage such waste subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to establish the terms under which Tolleson will receive, manage, and dispose of collection system waste generated by Goodyear's wastewater collection system, including waste from lift stations, vacuum truck operations, and line cleaning activities, and to define the associated costs, procedures, and responsibilities of each Party.

2. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

2.1 “Collection Waste” means material consisting of solids, grit, and debris removed from Goodyear’s lift stations, wet wells, and sanitary collection lines.

2.2 “Receiving Facility” means the Tolleson Wastewater Treatment Facility and associated drying beds designated for waste drop-off.

2.3 “Drying Beds” means Tolleson’s approved sludge drying areas used for dewatering and solids management.

3. Acceptance and Disposal Procedures.

3.1 *Designated Facility.* Goodyear shall deliver all Collection Waste to Tolleson’s designated drying bed site located at 9501 West Pima Road.

3.2 *Scheduling.* Waste deliveries shall occur only during Tolleson’s normal and designated operating hours, unless otherwise authorized in writing by Tolleson’s Utilities Director or designee.

3.3 *Waste Acceptance Criteria.* Tolleson will accept only decanted non-hazardous domestic wastewater residuals. Any waste suspected to contain hazardous substances, industrial discharge, or other prohibited material may be rejected at Tolleson’s sole discretion.

3.4 *Documentation.* Goodyear shall provide a disposal manifest or equivalent documentation for each delivery, identifying the source location, date, type of waste, and vehicle identification.

3.5 *Inspection Rights.* Tolleson reserves the right to inspect, sample, and test any waste material delivered for compliance with acceptance standards.

3.6 *Site Cleanliness and Safety.* Goodyear personnel shall comply with all site safety procedures established by Tolleson including initial site safety video. Goodyear shall ensure the dumping area is left clean, orderly, and free of hazards after each use.

4. Costs and Payment.

4.1 *Disposal Fees.* Goodyear shall compensate Tolleson for the costs incurred in handling, drying, and disposing of the waste. The rate shall be the greater of \$75.00 per ton or Tolleson’s published fee schedule, as amended from time to time.

4.2 *Additional Costs.* If Tolleson incurs additional costs for cleaning, remediation, or repair of drying beds, piping, or equipment caused by Goodyear’s waste deliveries as described in more detail in Section 7 below, Goodyear shall reimburse Tolleson for those costs within thirty (30) days of written notification.

4.3 Billing. Tolleson shall issue invoices monthly, detailing quantities, dates of delivery, and total costs. Late payments shall accrue interest at the rate permitted by A.R.S. § 44-1201.

5. Tolleson Responsibilities. Tolleson shall provide and maintain access to designated drying beds for waste delivery. Tolleson shall manage dewatering, solids drying, and ultimate disposal in accordance with ADEQ and EPA regulations. Tolleson shall maintain records of all waste deliveries, including quantities and associated costs, and shall provide Goodyear with reasonable notice of any changes in operational conditions or disposal capacity.

6. Goodyear Responsibilities. Goodyear shall ensure that all waste delivered is non-hazardous and originates solely from Goodyear's municipal collection system. Goodyear shall transport waste using properly licensed vehicles and personnel in compliance with all applicable regulations. Goodyear shall notify Tolleson of anticipated delivery schedules and any significant increases in volume. Goodyear shall maintain the dump station area and drying beds in a clean and safe condition after each use. Goodyear shall promptly pay all invoices and reimburse any additional costs as specified in Section 4.

7. Cleaning, Remediation, and Damage. If Tolleson determines that waste delivered by Goodyear causes equipment damage, contamination, or excessive buildup requiring cleaning or remediation, Tolleson will notify Goodyear in writing. Goodyear shall be responsible for all reasonable costs of cleanup, restoration, or disposal associated with the incident. Any accidents, spills, or property damage occurring during deliveries shall be reported immediately to Tolleson staff, and cleanup shall be performed under Tolleson supervision at Goodyear's expense.

8. Term and Termination.

8.1 *Term.* This Agreement shall commence upon execution and remain in effect for one (1) year with the option to extend if both Parties agree in writing, unless terminated earlier as provided below.

8.2 *Termination for Convenience.* Either Party may terminate this Agreement upon thirty (30) days' written notice.

8.3 *Termination for Cause.* Tolleson may immediately suspend or terminate waste acceptance if Goodyear violates any material term, including non-payment, delivery of unauthorized waste, or safety violations.

9. Recordkeeping and Reporting. Both Parties shall maintain appropriate records of waste deliveries, quantities, and related transactions for at least three (3) years, and shall make such records available upon reasonable request or audit.

10. Indemnification. Goodyear shall indemnify, defend, and hold harmless Tolleson, its officers, employees, and agents from any and all claims, damages, or liabilities arising from

Goodyear's acts or omissions under this Agreement, including but not limited to the delivery, handling, or disposal of Collection Waste that is hazardous, non-compliant, or otherwise in violation of this Agreement. Tolleson shall indemnify, defend, and hold harmless Goodyear, its officers, employees, and agents from any and all claims, damages, or liabilities arising from Tolleson's acts or omissions in the performance of this Agreement, to the extent permitted by law.

11. Insurance. Each Party shall maintain insurance or self-insurance coverage sufficient to cover its liabilities under this Agreement in accordance with standard municipal practice. Goodyear's coverage shall include, at a minimum, liability for damages, cleanup, or remediation arising from the delivery, handling, or disposal of Collection Waste.

12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and any action arising hereunder shall be filed in Maricopa County Superior Court.

13. Miscellaneous. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether written or oral. Any amendment to this Agreement must be in writing and executed by authorized representatives of both Parties. Nothing in this Agreement shall be construed to create an employment, partnership, joint venture, or agency relationship between the Parties. Each Party represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement.

14. Contacts.

14.1 *City of Goodyear*

Primary Contact: Jose Saldana – (480) 433-1423 – jose.saldana@goodyearaz.gov
Secondary Contact: Pilar Avila – (623) 606-4759 – pilar.avila@goodyearaz.gov

14.2 *City of Tolleson*

Primary Contact: Robert Shirey – (480) 313-8999 – Robert.shirey@tolleson.az.gov

Secondary Contact: Shift Operator – (602) 796-2637

“Tolleson”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce
Pierce Coleman PLLC
City Attorney

“Goodyear”

CITY OF GOODYEAR,
an Arizona municipal corporation

Wynette Reed, City Manager

Date

ATTEST:

Jasmine Pericano, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney