

RESOLUTION NO. 2618

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE CITY OF AVONDALE FOR DETENTION, ADMINISTRATIVE, AND TRANSPORTATION SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Avondale owns and operates a detention facility and is willing to provide detention, administrative, and transportation services for Tolleson prisoners; and

WHEREAS, the City of Tolleson desires to enter into an Intergovernmental Agreement with the City of Avondale for the provision of such services, and Avondale and Tolleson are authorized to enter into such agreements pursuant to A.R.S. § 11-951 et seq.

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 Avondale for detention, administrative, and transportation services is hereby approved in substantially 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.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 9th day of September, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2618

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF TOLLESON**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of July 1, 2025, between the City of Avondale, an Arizona municipal corporation, acting by and through the Avondale Police Department (“Avondale”), and the City of Tolleson, an Arizona municipal corporation, acting by and through the Tolleson Police Department (“Tolleson”). Avondale and Tolleson are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

A. Avondale owns, and the Avondale Police Department operates, a detention center, located at 50 North Eliseo C. Felix, Jr. Way, Avondale, Arizona (the “Detention Facility”).

B. Tolleson Police Department desires to utilize the Detention Facility for the processing and the temporary incarceration of Tolleson prisoners (the “Incarceration Services”).

C. Tolleson Police Department desires to utilize the Avondale City Court Judge for the administration of initial court appearances for Tolleson prisoners charged with a misdemeanor offense (the “Administrative Services”).

D. Tolleson Police Department also desires to engage the Avondale Police Department to transport Tolleson prisoners charged with felony offenses (the “Transportation Services”) to the Maricopa County Jail located at 201 South 4th Avenue, Phoenix, Arizona (the “County Jail”).

E. Avondale and Tolleson are authorized to enter into this Agreement under the authority of ARIZ. REV. STAT. § 11-951 *et seq.*

F. The Parties desire to define the terms and conditions under which Avondale will perform the Incarceration Services, the Administrative Services and the Transportation Services (collectively, the “Services”) for Tolleson.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Avondale and Tolleson hereby agree as follows:

1. Services.

1.1 Incarceration Services. Except as provided in this Subsection 1.1, Avondale agrees to accept and process all Tolleson prisoners transported to the Detention Facility by Tolleson and to incarcerate such prisoners until such time as Avondale either (i) releases such prisoners on the order of the court or (ii) transports such prisoners to the County Jail. The Parties agree that the Incarceration Services will be administered for the Tolleson prisoners on the same basis that Avondale incarcerates Avondale prisoners.

A. Avondale shall not be required to accept, process or incarcerate any Tolleson prisoner where:

i. The Tolleson prisoner's medical condition would pose a threat to Avondale prisoners or to Detention Facility employees and/or the Tolleson prisoner's medical condition would create a need for medical care that cannot be provided at the Detention Facility; or

ii. The Tolleson prisoner's behavior or mental state demonstrates that the prisoner will pose a threat to Avondale prisoners or to Detention Facility employees; or

iii. Because of events outside of the control of Avondale, it will be unfeasible for the Avondale City Court Judge to administer the Administrative Services for the Tolleson prisoner prior to the next regularly scheduled Avondale initial court appearances.

B. Tolleson shall provide, as requested by Avondale, such administrative supplies as may be necessary for Avondale to accept and process Tolleson prisoners including, but not limited to, fingerprint compliance forms and prisoner DNA packets.

C. Subject to Section 4 below, Tolleson shall be responsible for paying all costs incurred by third parties providing medical care to Tolleson prisoners while such prisoners are in the custody of Avondale.

1.2 Administrative Services. Avondale agrees to make available the Avondale City Court Judge to administer the initial court appearances for each of the Tolleson prisoners charged with misdemeanor offenses. The Parties agree that the Administration Services will be administered for the Tolleson prisoners on the same basis that the Avondale City Court Judge administers initial court appearances for each of the Avondale prisoners charged with misdemeanor offenses.

1.3 Transportation Services. Avondale agrees to transport the Tolleson prisoners charged with felony offenses from the Detention Facility to the County Jail. The Parties agree that the Transportation Services will be administered for the Tolleson prisoners on the same basis that Avondale transports Avondale prisoners to the County Jail. The Parties

acknowledge that Avondale may, but is not required to, transport Tolleson prisoners to or from any locations other than the Detention Facility and the County Jail.

2. Compensation; Payments. For the Initial Term, Tolleson shall pay Avondale \$127,877.93 calculated as follows:

- a. The cost to pay for one full-time Detention Facility officer, which amount Parties agree is \$109,404.72 and includes salaries and wages, benefits, and uniform allowance.
- b. Indirect costs, which amount Parties agree is \$16,410.71.
- c. Costs for medical monitor bracelets, which includes ultra long-range wireless service and Overwatch licensing and cloud services, which amount Parties agree is \$2,062.50.

Thereafter, for each subsequent Renewal Term, if any, Tolleson agrees that slight salary and COLA adjustments will be made to the compensation amount as necessary. Tolleson shall pay Avondale the compensation amount agreed upon by the Parties 30 days prior to the beginning of any Renewal Term.

3. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2026 (the “Initial Term”), unless terminated as otherwise provided herein. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (each, a “Renewal Term”), subject to termination as provided in Section 7 below. At least 30 days prior to the termination of either the Initial Term or a Renewal Term, either Party may provide written notification to the other Party of its intention not to renew this Agreement.

4. Indemnification. To the extent permitted by law each Party shall defend, indemnify and hold harmless the other Party and its council members, departments, officers, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorneys’ fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying Party or its council members, departments, officers, employees or agents.

5. Insurance. The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self insurance program may fulfill the insurance requirement.

6. Budget. Subject to Subsection 7.4 below, each Party shall provide for its own financial obligations under this Agreement through its annual budget process or by separate resolution as allowed by law and as deemed appropriate by its City Council. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Termination.

7.1 For Convenience. This Agreement is for the convenience of the Parties and, as such, may be terminated without cause by either Party by providing the non-terminating Party 30 days' written notice of its intention to terminate.

7.2 Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

7.3 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days.

7.4 Agreement Subject to Appropriation. Each Part is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such Party's then current fiscal year. Each Party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Party concerning budgeted purposes and appropriation of funds. Should either Party elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and such Party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each Party has no obligation or duty of good faith to budget or appropriate the payment of the Party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Parties shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of either Party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Party. The Parties hereby waives any and all rights to bring any claim against the each other from or relating in any way to the either Party's termination of this Agreement pursuant to this section.

8. Miscellaneous.

8.1 Independent Contractor. Avondale and Tolleson acknowledge and agree that, in providing the services under this Agreement, Avondale shall be considered an independent contractor, not an employee or agent of Tolleson, except as provided in Section 8.12 below. Avondale and its employees are not entitled to worker's compensation benefits from Tolleson. Tolleson does not have the authority to supervise or control the actual work of

Avondale or its employees. Avondale, and not Tolleson, shall determine the time of its performance of the Services provided under this Agreement so long as Avondale performs the Services as set forth in Section 1 above. Tolleson and Avondale do not intend to nor will they combine business operations under this Agreement.

8.2 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

8.3 Amendment. This Agreement may be modified only by a written amendment approved by the Parties' respective governing bodies and signed by persons duly authorized to enter into contracts on behalf of Avondale and Tolleson. Any attempt at oral modification of this Agreement shall be void and of no effect.

8.4 Notices and Requests. 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 or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Avondale: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Ron Corbin, City Manager

With copy to: City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323
Attn: Nicholle Harris, City Attorney

If to Tolleson: City of Tolleson
9055 West Van Buren
Tolleson, Arizona 85353
Attn: Crystal Zamora, City Clerk

With copy to: Pierce Coleman PLLC
2812 North Norwalk, Suite 107
Mesa, Arizona 85215
Attn: Justin Pierce, City Attorney

or at 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, properly addressed, with sufficient postage or (C) the following business day 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. If a copy of a notice is also given to a Party's counsel or 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 counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

8.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid or unenforceable by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

8.6 Entire Agreement; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the Party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of and entry into this Agreement.

8.7 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

8.8 Laws and Regulations. The Parties agree to comply with the provisions of applicable state and federal regulations governing equal employment opportunity and non-discrimination and immigration. Each Party shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Party is responsible for abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the services, including, but not limited to, the following: (A) existing and future city and county ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration standards.

8.9 Disposition of Property upon Termination. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner. With respect to the compensation paid by Tolleson to Avondale pursuant to Section 2 above: (i) if Avondale terminates this Agreement because of a material breach of the Agreement by Tolleson, Avondale shall be entitled to retain the compensation paid by Tolleson; (ii) if Tolleson terminates this Agreement because of a material breach of the Agreement by Avondale or if either Party terminates this Agreement for convenience, Avondale shall return to

Tolleson a prorated portion of the compensation paid by Tolleson pursuant to Section 2 above calculated as of the date Tolleson provides written notice to Avondale of the material breach.

8.10 Approvals. With respect to any provision of this Agreement requiring the consent or approval of either Party as to any matter, unless specifically provided to the contrary in the particular provision requiring such consent or approval, that consent or approval shall not be unreasonably withheld, conditioned or delayed by the Party whose consent or approval is required.

8.11 Assignment; Delegation. No right or interest in this Agreement shall be assigned by a Party to this Agreement without prior, written permission of the other Party signed by such other Party's City Manager, or authorized designee, and no delegation of any duty of any Party shall be made without prior, written permission of the other Party signed by such other Party's City Manager, or authorized designee. Any attempted assignment or delegation by either Party in violation of this provision shall be a breach of this Agreement.

8.12 Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

8.13 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

8.14 Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

8.15 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

8.16 E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement

and may result in the termination of this Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

IN WITNESS WHEREOF, Avondale and Tolleson have executed this Agreement as of the date of the last signature set forth below.

"Avondale"

"Tolleson"

CITY OF AVONDALE, an Arizona
municipal corporation

CITY OF TOLLESON, an Arizona
municipal corporation

Mike Pineda, Mayor

Juan F. Rodriguez, Mayor

Date

Date

ATTEST:

ATTEST:

Marcella Sarmiento, City Clerk

Crystal Zamora, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris
Avondale City Attorney

Justin Pierce
Tolleson City Attorney