



CITY OF TOLLESON

9055 W. Van Buren St., Tolleson, AZ 85353 • (623) 936-7111 • TTY users, dial 711 for Relay • www.tolleson.az.gov

**TOLLESON CITY COUNCIL MEETING AGENDA
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, JULY 8, 2025
6:00 PM**

Doors open to Council Chambers at 5:45 PM for public seating. The public may be asked to temporarily relocate if an executive session occurs. The public will be invited back into Council Chambers when the Council returns from executive session.

Members of the public may also participate in the meeting via [Zoom Webinar](https://us02web.zoom.us/j/84069679194) (<https://us02web.zoom.us/j/84069679194>) with a computer or cell phone.

- A. CALL TO ORDER**
- B. INVOCATION/PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. FINAL CALL TO SUBMIT SPEAKER REQUESTS**

All citizens and interested parties wishing to speak before the Council regarding non-agenda items or during a public hearing shall fully complete a Speaker Request Form and submit the form(s) to the City Clerk prior to the meeting being convened. Citizens must complete one form for each item they want to address. Speaker Request Forms are located at the entrance of the Council Chambers. For Zoom participants, click the chat button, and enter your name and the item you would like to address. Submissions should be made no later than the Mayor announcing the "Final Call to Submit Speaker Requests". All speakers will be limited to 3 minutes unless otherwise noted by the Mayor. Speakers are not required to disclose their identities or personal information. You may also submit an online speaker request form at <https://www.tolleson.az.gov/speakerrequest> at least one hour prior to the meeting.

- E. CALL TO THE PUBLIC (NON-AGENDA ITEMS)**

This is the time for the public to comment on non-agenda items. Members of the Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01.H, action taken as a result of public comment will be limited to (1) responding to criticism; (2) directing staff to review the matter; or (3) asking that a matter be put on a future agenda.



F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Proclamation declaring August 2025 as Child Support Awareness Month in the City of Tolleson, recognizing the importance of supporting children’s well-being, promoting parental engagement, and strengthening Arizona’s families through economic stability, responsibility, and care. – Corinne Bostick, Project Manager of Department of Economic Security/Division of Child Support Services
2. Introduction of New Employees:
Utilities Department – Daniel Sitter, WWTP Operator
Employee Recognition:
Human Services Department

G. BUSINESS FROM THE FLOOR – PUBLIC HEARINGS AND ACTION ITEMS

H. CONSENT AGENDA – ACTION ITEMS

Items on the Consent Agenda are of a routine nature and are intended to be acted upon in one motion. Council Members may pull items from Consent if they would like them considered separately.

1. Approve Regular City Council Meeting Minutes of June 24, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of June 18, 2025 to July 1, 2025. (Finance Department)
3. Adopt Resolution No. 2612 of the Mayor and Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between City of Tolleson and Tolleson Elementary School District relating to School Resource Officer (SRO) services, and authorize the City Manager to execute and deliver said Agreement. The term of this Agreement shall be from last date of execution until the end of the school year on May 22, 2026. The District shall reimburse the City for the total cost of the officer assigned to the District, shared by the Arizona Desert Elementary and Porfirio H. Gonzales Elementary school sites, in the amount of \$150,741.20 for a 10-month assignment in the 2026 Fiscal Year. (Police Department)
4. Approve First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Capital Pump & Equipment, LLC for Maintenance, Repair and Operation (MRO) Equipment, Supplies, Materials and Services, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$100,000 to \$300,000 for additional equipment and services. (Utilities Department)
5. Approve the Purchase Agreement between the City of Tolleson and Solenis LLC for the chemical Polymer for use at the Tolleson Wastewater Treatment Plant, and authorize

the City Manager to execute and deliver said Agreement. The City shall pay the Vendor for the Initial Term, \$1.687 per pound of Polymer. The annual aggregate amount is not to exceed \$250,000 per year. This Agreement shall be effective for one year and shall automatically renew for up to four successive one-year terms. (Utilities Department)

6. Approve the Purchase Agreement between the City of Tolleson and Thatcher Company of Arizona, Inc. for the chemical Sodium Bisulfite (38%) for use at the Tolleson Wastewater Treatment Plant, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Vendor for the Initial Term, \$2.07 per Gallon of Sodium Bisulfite (38%). The annual aggregate amount is not to exceed \$200,000 per year. This Agreement shall be effective for one year and shall automatically renew for up to four successive one-year terms. (Utilities Department)
7. Approve the Purchase Agreement between the City of Tolleson and Thatcher Company of Arizona, Inc. for the chemical Sodium Hydroxide (50%) for use at the Tolleson Wastewater Treatment Plant, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Vendor for the Initial Term, \$2.61 per Gallon of Sodium Hydroxide (50%). The annual aggregate amount is not to exceed \$200,000 per year. This Agreement shall be effective for one year and shall automatically renew for up to four successive one-year terms. (Utilities Department)
8. Approve the Purchase Agreement between the City of Tolleson and Univar Solutions USA LLC for the chemical Sodium Hydroxide (25%) for use at the Tolleson Wastewater Treatment Plant, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Vendor for the Initial Term, \$1.3662 per Gallon of Sodium Hydroxide (25%). The annual aggregate amount is not to exceed \$200,000 per year. This Agreement shall be effective for one year and shall automatically renew for up to four successive one-year terms. (Utilities Department)
9. Adopt Resolution No. 2611 of the Mayor and City Council of the City of Tolleson, Arizona, adopting the Articles of Incorporation of the Tolleson Alliance Against Substance Abuse (TAASA); approving the Bylaws of TASAA; and appointing Incorporators and the Board of Directors for TAASA. (City Council)
10. Amend the City of Tolleson Employee Handbook, Section 400, to add Section 400.12 - Use of Physical Two-Factor Authentication, permitting the use of YubiKeys as an alternative to mobile-based authentication for accessing City-managed systems. (Employee Resources Department)
11. Approve First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Border States Industries, Inc. for additional Maintenance Repair and Operation (MRO) equipment, supplies, materials and services, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the

existing Agreement to increase the annual aggregate amount from \$100,000 to \$150,000 for additional materials and services. (Utilities Department)

12. Approve the Professional Services Agreement between the City of Tolleson and A & Sons Electric, Inc. for generator wiring at the Parks and Recreation Center, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Vendor a price not to exceed \$250,000 as set forth in the Fee Proposal for the services. This Agreement shall remain in full force and effect until June 30, 2026. (Parks and Recreation Department)
13. Adopt Resolution No. 2614 of the Mayor and City Council of the City of Tolleson, Arizona, expressing support for the WESTMARC Foundation, and authorizing the City of Tolleson to act as fiscal agent for the WESTMARC Foundation in connection with the Ak-Chin Indian Community Prop 202 12% Grant Program. (City Management Department)

I. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Resolution No. 2613 of the Mayor and City Council of the City of Tolleson, Arizona, approving a Purchase and Sale Agreement between the City of Tolleson, as purchaser, and Di-Mor Business Forms Inc., as seller, for the acquisition of real property located at 9360 W. Van Buren Street, Tolleson, Arizona (Maricopa County Assessor's Parcel Numbers 102-50-024, 102-50-025, 102-50-026, and 102-50-027) in the amount of \$1,355,000; and authorizing the City Manager to execute all necessary documents. (Development Services Department)

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

K. MAYOR AND CITY MANAGER'S REPORT OF CURRENT EVENTS – FOR DISCUSSION

1. Community Events Update – Randy Babchuk, Field Operations/Parks & Recreation Director
2. Reminder: The City Council Meetings scheduled on Tuesday, July 22, 2025 and Tuesday, August 12, 2025 have been cancelled for summer recess.

L. ADJOURNMENT

Pursuant to A.R.S. § 38-431.01 and A.R.S. § 38-431.02, notice is hereby given to the members of the Tolleson City Council and to the general public that the Council of the City of Tolleson will hold a meeting open to the public. Council Members of the City of Tolleson will attend by telephone/video conference call.

Note: The City Council of the City of Tolleson, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. § 38.431.03 for legal advice from the City Attorney.

Zoom's live transcription feature can provide automatic captioning by clicking on the Closed Caption (CC) button during the meeting.

THE CITY OF TOLLESON ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. With at least two business days advance notice, accommodations can be provided at this meeting for individuals with vision, hearing and/or speech disabilities, including a transcriber, large print, an interpreter, an assistive listening device, etc. Please call the City Clerk at (623) 936-7111, or TTY users may dial 711 for Arizona Relay Service (AZRS), to request an accommodation to participate in this public meeting. The City will try its best to accommodate any last minute requests.

LA CIUDAD DE TOLLESON SE ESFUERZA PARA HACER TODAS LAS REUNIONES PÚBLICAS ACCESIBLE PARA INDIVIDUOS CON DISCAPACIDADES. Con al menos dos días laborables de previo aviso, se pueden proporcionar adaptaciones en esta reunión para personas con discapacidades visuales, auditivas o del habla, incluido un transcriptor, letra grande, un intérprete, un dispositivo de asistencia auditiva, etc. Llame a la Secretaría Municipal al (623) 936-7111, o los usuarios de TTY pueden marcar 711 para el Servicio de Retransmisión de Arizona (AZRS), para solicitar un alojamiento para participar en esta reunión pública. La Ciudad hará todo lo posible para satisfacer cualquier solicitud de último minuto.

Prerequisites for attending Zoom Webinars (one required):

1. Zoom Desktop Client: Navigate to the [Zoom website \(https://zoom.us/\)](https://zoom.us/) in your internet browser. At the top-right of the page, click Resources and then click Download Center. Under Zoom Desktop Client, click the Download button.
 - a. Open the Zoom desktop client and sign in
 - b. Click the Home tab and then Join
 - c. Enter Meeting ID: 840 6967 9194 and enter your full name
 - d. Connect audio and/or video and select Join
2. Zoom Mobile App with Cell Phone or Tablet: Download the Zoom - One Platform to Connect App in either the App Store for iOS or Google Play for Android.
 - a. Select Join Meeting
 - b. Enter Meeting ID: 840 6967 9194
 - c. Enter your full name and select Join
 - d. Enter your screen name and email address and select Continue
 - e. Join Audio with Wi-Fi or Cellular Data
3. Web client/browser: Google Chrome, Internet Explorer, Firefox and Safari on a computer.
 - a. Go to the [Zoom website \(https://zoom.us/\)](https://zoom.us/)
 - b. Enter Meeting ID: 840 6967 9194
 - c. Click Open Zoom Meetings or Join (depending on browser)

- d. Enter your full name and click Join Audio by Computer
4. Alternate Option via Telephone with Audio Only:
- a. Dial 253-215-8782
 - b. Enter Meeting ID: 840 6967 9194 and press #
 - c. Enter Participate ID and press #, or press # to continue

For technical support or questions in accessing the meeting, please email the [Information Technology Department](#) (ITsupport@tolleson.az.gov) or call Zoom Support at 888-799-9666.

Posted on July 3, 2025.

Proclamation

Child Support Awareness Month

August 2025



WHEREAS, the City of Tolleson joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, the State of Arizona will always be a committed advocate for our children, whose safety and security remains top of mind; and

WHEREAS, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

WHEREAS, the Department of Economic Security Division of Child Support Services (DCSS) is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity; and

WHEREAS, DCSS strongly advocates for parenting responsibilities because parents and children benefit when both are engaged with their child at every stage, regardless of marital status; and

WHEREAS, DCSS recognizes the commitment of legal guardians who accept responsibilities of children in the absence of parents; and

WHEREAS, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

WHEREAS, Child Support Awareness Month values parents' involvement in their children's lives and who make regular child support payments to safeguard their children's future.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim August 2025 as Child Support Awareness Month in the City of Tolleson.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk



CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of June 24, 2025

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Crystal Zamora, City Clerk

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The City Clerk Department is requesting the approval of the Regular City Council Meeting Minutes of June 24, 2025.

BACKGROUND:

It is the public policy of the State of Arizona that meetings of public bodies be conducted openly and that notices and agendas be provided for such meetings which contain such information as is reasonably necessary to inform the public of the matters to be discussed or decided. Minutes serve a historical purpose, but just as important, they serve a legal purpose, documenting Council's adherence to the proper procedures, city code and state law. The approved minutes are a permanent record.

DISCUSSION:

The minutes provide an outlet for residents to connect with the City of Tolleson in order to stay informed of Mayor and Council's actions, and they are posted on the City's website and filed in the City Clerk's Office. Transcription is provided in order to facilitate communication accessibility and may not be a totally verbatim record of the proceedings.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends the City Council approve the Regular City Council Meeting Minutes of June 24, 2025.

ATTACHMENTS:

1. 06 24 25 City Council Meeting Minutes



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ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, JUNE 24, 2025
6:00 PM**

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A. CALL TO ORDER

Mayor Rodriguez called the Tolleson City Council Meeting to order at 6:00 PM.

B. INVOCATION/PLEDGE OF ALLEGIANCE

The Invocation was delivered by City Manager Reyes Medrano Jr., and the Pledge of Allegiance was led by Council Member Chavira.

C. ROLL CALL

Department Directors: City Manager Reyes Medrano Jr., Deputy City Manager/Chief Government Affairs Officer Pilar Sinawi, Deputy, Chief Financial Officer Kevin Artz, Chief of Social Impact George Good, Chief Technical Officer Steve Holliday, Deputy City Clerk Citlaly Salas, Field Operations/Parks & Recreation Director Randy Babchuk, Fire Chief Michael Young and Library Director Mandy Carrico.

City Representative: City Attorney Robert Wingo

D. FINAL CALL TO SUBMIT SPEAKER REQUESTS

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later than the Mayor announcing the “Final Call to Submit Speaker Requests”. All speakers will be limited to 3 minutes unless otherwise noted by the Mayor. Speakers are not required to disclose their identities or personal information. You may also submit an online speaker request form at <https://www.tolleson.az.gov/speakerrequest> at least one hour prior to the meeting.

E. CALL TO THE PUBLIC (NON-AGENDA ITEMS)

This is the time for the public to comment on non-agenda items. Members of the Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01.H, action taken as a result of public comment will be limited to (1) responding to criticism; (2) directing staff to review the matter; or (3) asking that a matter be put on a future agenda.

No speaker requests were submitted.

F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Proclamation declaring June 2025 as Alzheimer’s & Brain Awareness Month in the City of Tolleson, reaffirming the City’s commitment to raising public awareness, supporting those impacted by Alzheimer’s and other forms of dementia, promoting caregiver recognition, and emphasizing the importance of education, prevention, and equitable access to neurological health resources for all residents. – Genein Ledford, Founder and Chief Creative Officer of CAFFE Strategies, LLC

Genein Ledford emphasized the importance of Alzheimer’s & Brain Awareness Month. The proclamation highlights the City’s focus on education, prevention, and equitable access to neurological health resources for all residents. Special recognition was given to Genein for her leadership in advocating for cognitive health and inclusive strategies that support affected families and caregivers. Tolleson residents were encouraged to join in supporting individuals living with dementia and their families, and to uplift caregivers through awareness and resources.

Mayor Rodriguez proclaimed June 2025 as Alzheimer’s & Brain Awareness Month in the City of Tolleson.

2. Proclamation recognizing June 23, 2025, as West Valley Day in the City of Tolleson, celebrating the unity symbolized by the 623 area code and honoring regional partners for their contributions to economic development, collaboration, and community vitality. Partners recognized include GPEC, GPECC, League of Arizona Cities and Towns, Luke West Valley Partners, MAG, West Valley Arts Council, West Valley Regional Chamber of Commerce, and WestMarc. – Pilar Sinawi, Deputy City Manager

Deputy City Manager Sinawi elaborated on the symbolic significance of the 623 area code which prompted the proclamation for West Valley Day. This proclamation

underscores the unity, strength, and shared vision of West Valley cities and organizations working together to foster economic development and community vitality. The outstanding contributions of key regional partners were recognized, and the City is proud to collaborate with these organizations to advance a stronger and more vibrant West Valley region.

Mayor Rodriguez proclaimed June 23, 2025, as West Valley Day in the City of Tolleson.

- 3. Paseo de Arte Extension Project by West Valley Arts Council Gallery 37 Artists – Jimmy Davis, Vice Mayor**

There were three presentations that were created by the West Valley Arts Council Gallery 37 Artist teams, and each group provided their showcase and their proposed public art project, highlighting the City’s rich cultural, historical, and agricultural heritage.

The first presentation, titled "Sacred Pottery," was created by the West Valley Arts Council Gallery 37 artists Rebecca B., Sienna C., Desiree DC, Jon S., and Sarahi P. Their public art proposal reflects Tolleson’s deep cultural and agricultural roots, drawing inspiration from the Pima tribe and the City’s identity as the “Vegetable Center of the World.” The artwork incorporates symbolic elements such as steel to represent water irrigation and features a pot topped with an Arizona Rosemallow flower, paying tribute to the City’s history and growth through agriculture and community.

The second presentation titled “Where the Water Remains” was developed by the West Valley Arts Council Gallery 37 artists under the guidance of Master Artist Brandi Read, and includes artists Xander Armstrong, Gia DuBose, Andrea Rios, Mia Robles-Robles, and Ryu Zebell. Their design features a symbolic statue composed of a copper-colored vessel pouring water into a campesino-style woven basket filled with crops like corn, agave, wheat, and cotton. The artwork honors the rich cultural legacy of Tolleson, combining the agricultural history of migrant workers with the traditions of the Pima and Hopi tribes. Each element, from the red clay vessel to the symbolic crops, reflects the nurturing spirit, labor, and resilience that shaped the community.

The third and last presentation titled "Honoring the Journey" was created by the West Valley Arts Council Gallery 37 artists Ash D., Vanessa G., Andrea G., Brielle G., and Lan T. under the direction of Master Artist Brandi Read. This sculpture proposal for Paseo de Arte in Tolleson continues the legacy of public art along Van Buren Street. The design incorporates symbolic figures such as dancers representing the unity and cultural vibrancy of the Tolleson community, including celebrations like Whoopee Daze and Community Pride Day. Additional elements such as mountains,

fields, and roads pay tribute to the City's enduring strength, agricultural heritage, and the significant contributions of immigrant workers.

G. BUSINESS FROM THE FLOOR – PUBLIC HEARINGS AND ACTION ITEMS

H. CONSENT AGENDA – ACTION ITEMS

Items on the Consent Agenda are of a routine nature and are intended to be acted upon in one motion. Council Members may pull items from Consent if they would like them considered separately.

1. Approve Regular City Council Meeting Minutes of June 10, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of June 4, 2025 to June 17, 2025. (Finance Department)
3. Approve the City of Tolleson Road Safety Action Plan (RSAP), which outlines comprehensive strategies to reduce traffic-related fatalities and serious injuries by 20% by the year 2030, with a long-term Vision Zero goal by 2050. The plan identifies both infrastructure and non-infrastructure improvements across the City, eligible for funding through federal programs such as the Safe Streets and Roads for All (SS4A) discretionary grant program, with approximately \$2 billion remaining through 2026. This action plan will be in effect through the 2050 horizon, with regular progress reviews and updates starting in Spring 2026. (Development Services Department)
4. Adopt Resolution No. 2608 of the Mayor and Council of the City of Tolleson, Arizona, approving the Agreement between the City of Tolleson and the Greater Phoenix Economic Council (GPEC) for FY 2026 relating to the Regional Economic Development Program. The City of Tolleson agrees to pay \$4,225 for services to be provided by GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of targeted industries. (Development Services Department)
5. Adopt Resolution No. 2609 of the Mayor and Council of the City of Tolleson, Arizona, designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2026 Expenditure Limitation Report to the Arizona Auditor General. Mayor and Council desire to designate Chief Financial Officer Kevin Artz as the Chief Fiscal Officer. (Finance Department)
6. Adopt Resolution No. 2610 of the Mayor and Council of the City of Tolleson, Arizona, approving the Contract of Services, No. 2026-40-TOL, between the City of Tolleson and Area Agency on Aging, Region One, Incorporated to provide funding to the City for specified senior services, including congregate meals, home-delivered meals, multipurpose operations and transportation services, for Fiscal Year 2026 in the amount of \$168,178. (Human Services Department)

7. Approve Fifth Amendment to the Professional Services Agreement between the City of Tolleson and Motorola Solutions, Inc. for Spillman Flex Computer-Aided Dispatch (CAD) technology, its portfolio of software applications, and annual maintenance and support, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$150,000 to \$300,000 for additional services and to extend the term of the Agreement from November 23, 2024 to November 23, 2025. (Information Technology Department)
8. Adopt Resolution No. 2598 of the Mayor and Council of the City of Tolleson, Arizona, approving a Sister City Agreement between the City of Tolleson and the City of Puerto Peñasco, Sonora, Mexico, and authorizing the Mayor to execute the Agreement. The term of this agreement shall be for five years, which can be extended for an additional five years by mutual agreement of both parties. (Human Services Department)

Council Member Erives moved to approve Consent Agenda items 1. through 8.; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

I. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Resolution No. 2604 of the Mayor and Council of the City of Tolleson, Arizona, levying upon the assessed valuation of property within the City of Tolleson, subject to taxation, a certain sum to provide funds for general municipal expenses, all for the fiscal year ending June 30, 2026. The City estimates the primary property tax rate to be 1.5158 and the secondary tax rate to be 1.1602 per one hundred dollars (\$100.00) of assessed value of all taxable property. (Finance Department)

Chief Financial Officer Arts explained that Resolution No. 2604 sets the property tax rates for the upcoming fiscal year ending June 30, 2026. The proposed rates are 1.5158 for primary property tax and 1.1602 for secondary property tax per \$100 of assessed property value, which will help fund general municipal expenses.

Council Member Gámez moved to adopt Resolution No. 2604; the motion was seconded by Council Member Laborin. The motion carried 7 to 0.

Roll Call Vote

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

2. Adopt/Deny Ordinance No. 625 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, declaring the documents entitled, “The City of Tolleson Supplemental Building and Zoning Code Amendments 2025” and “The City of Tolleson Swimming Pool Program Procedures & Standard Details” as public records; adopting the “City of Tolleson Supplemental Building and Zoning Code Amendments 2025” as an amendment to the City of Tolleson Code; amending the Code of the City of Tolleson, Arizona, Zoning Code Chapter 12, Land Usage, by amending Article 12-1, Building Regulations; Construction; amending International Codes, Sections 12-1-20(A)(5), International Mechanical Code, 2024 Edition, by amending Chapter 11, Refrigeration, Section 1101 General, 1101.1.2, Ammonia Refrigerant; adopting Section 12-1-20(A)(9), International Property Maintenance Code, 2024 Edition, with amendments; adopting Section 12-1-20(A)(10), The City of Tolleson Swimming Pool Program Procedures & Standard Details; adopting Section 12-1-20(A)(11), International Fire Code, 2024 Edition, with amendments and exceptions; all related to the adoption of building and zoning code updates; providing for repeal of conflicting ordinances; providing for severability; providing penalties; declaring an emergency; and setting an effective date. (Fire and Police Departments)

Fire Chief Young presented Ordinance No. 625 N.S., proposing the adoption of the “City of Tolleson Supplemental Building and Zoning Code Amendments 2025” and the “City of Tolleson Swimming Pool Program Procedures & Standard Details.” This ordinance declares these documents as public records and updates the City’s Zoning Code (Chapter 12) to include amendments to building regulations, including the International Mechanical Code, International Property Maintenance Code, Swimming Pool Program Procedures, and the International Fire Code, all with specific amendments and exceptions.

To enhance safety, streamline enforcement, and align with the latest national code standards, the City has prepared comprehensive updates to key building and zoning provisions. These include changes to mechanical systems, property maintenance, fire safety, energy storage, and hazardous materials, as well as pool safety regulations. To ensure timely enforcement of life safety standards, this ordinance is declared an emergency and will take effect on July 1, 2025.

Council Member Gámez moved to adopt Ordinance No. 625 N.S.; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.

Mayor Rodriguez – Aye
Vice Mayor Davis – Aye
Council Member Chavira – Aye

Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

3. Adopt/Deny Ordinance No. 622 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Tolleson City Code, Chapter 6, Traffic Code, by amending Article 6-7, Abandoned, Junk and Storage of Vehicles, Section 6-7-11, Penalty; providing for repeal of conflicting ordinances; providing for severability; and establishing penalties. This ordinance strengthens the enforcement of existing rules regarding abandoned, junked, or stored vehicles in the City. (Police Department)

Assistant Police Chief Grow presented Ordinance No. 622 N.S., which amends the Tolleson City Code, Chapter 6, Traffic Code, by updating Article 6-7 related to Abandoned, Junk, and Stored Vehicles, specifically Section 6-7-11 concerning penalties. This ordinance strengthens the enforcement of existing regulations regarding abandoned, junked, or improperly stored vehicles within the City.

The update supports citywide efforts to improve neighborhood appearance, public safety, and enforcement consistency, particularly where vehicle storage contributes to blight or code violations.

Vice Mayor Davis moved to adopt Ordinance No. 622 N.S.; the motion was seconded by Council Member Gámez. The motion carried 7 to 0.

Mayor Rodriguez – Aye
Vice Mayor Davis – Aye
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

4. Adopt/Deny Ordinance No. 623 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Tolleson City Code, Chapter 8, Health and Sanitation, Article 8-2, Litter, Section 8-2-3, Owner to Maintain Premises; providing for repeal of conflicting ordinances; providing for severability; and providing for penalties. This ordinance amends City Code to require property owners and responsible parties to maintain parking lots, in addition to adjacent sidewalks, alleys, and streets. (Police Department)

Assistant Police Chief Grow presented Ordinance No. 623 N.S., which amends the Tolleson City Code, Chapter 8, Health and Sanitation, Article 8-2 concerning Litter, specifically Section 8-2-3, Owner to Maintain Premises. This ordinance expands the

requirement for property owners and responsible parties to maintain not only adjacent sidewalks, alleys, and streets, but also parking lots.

Section 8-2-3 of the Tolleson City Code currently requires the maintenance of sidewalks, streets, and alleys adjacent to properties. However, it does not explicitly include private parking lots within that requirement. This has led to inconsistencies in upkeep and enforcement. The ordinance supports the City's commitment to neighborhood cleanliness, public safety, and consistent enforcement of property standards. It also aligns parking lot maintenance expectations with those already established for adjacent sidewalks and alleys.

Vice Mayor Davis moved to adopt Ordinance No. 623 N.S.; the motion was seconded by Council Member Erives. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

5. **Adopt/Deny Ordinance No. 624 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Tolleson City Code, Chapter 6, Traffic Code, Article 6-3, Traffic Control, by adding Section 6-3-18, Obstruction of Public Property; and Article 6-4, Parking Rules, by adding Section 6-4-11, Parking Near a Fire Hydrant; and Article 6-7, Abandoned, Junk and Storage of Vehicles, by amending Section 6-7-2, Abandoned, Inoperative, Discarded, Junked or Unlicensed Vehicles; and Section 6-7-4, Outside Parking or Storage of Licensed Vehicles; providing for repeal of conflicting ordinances; providing for severability; and providing for penalties. This ordinance updates the City Code to improve public safety and clarify property maintenance responsibilities. (Police Department)**

Assistant Police Chief Grow presented Ordinance No. 624 N.S., which amends the Tolleson City Code, Chapter 6, Traffic Code, to enhance public safety and clarify property maintenance responsibilities. The ordinance adds Section 6-3-18, addressing the obstruction of public property, adds Section 6-4-11 regarding parking near fire hydrants, and amends Sections 6-7-2 and 6-7-4 concerning abandoned, inoperative, junked, unlicensed vehicles, and the outside parking or storage of licensed vehicles.

Several areas of the Tolleson City Code, particularly within Chapter 6 (Traffic Code), were outdated or lacked clarity related to public safety and vehicle storage. Vegetation obstructions and improper parking practices have contributed to reduced visibility, safety risks, and enforcement challenges for both emergency

access and neighborhood standards. Council engaged in a discussion regarding the proposed changes, focusing on improving enforcement and ensuring the community's safety and cleanliness.

Vice Mayor Davis moved to adopt Ordinance No. 624 N.S.; the motion was seconded by Council Member Gámez. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. Incorporation of the Tolleson Alliance Against Substance Abuse (TAASA)

Deputy City Manager Sinawi provided a presentation that outlines the proposed formation of the Tolleson Alliance Against Substance Abuse (TAASA) as a nonprofit organization. It details the organization's governance structure, including board duties such as overseeing activities, approving funding, establishing policies, and ensuring compliance. Officer roles include a Chair and Vice Chair from the Council, a Treasurer, and a Secretary (City Liaison), with office terms set at two years and re-election permitted. The board will be structured with staggered terms to ensure continuity, comprising Council, Business, Health, Education, and Community representatives, with appointments subject to board review and Council approval. Advisory panels will include youth, seniors, and staff representatives from key city departments. The presentation also addresses meetings, program oversight, funding, amendments, and states that all assets will transfer to the City of Tolleson if the nonprofit dissolves. The final step is presenting a resolution to form TAASA at the next council meeting.

2. Pedestrian Bridge Designs – Jason Earp, Development Services Director

City Engineer Hamilton introduced two representatives involved with the construction of the pedestrian bridges in Tolleson — Chris Nelson from Haydon Companies and Charlie Golek from Kimley-Horn. The representatives provided a presentation outlining proposed design concepts for a new pedestrian bridge along 96th Avenue. The presentation included details on existing site conditions, the precise location, structural layouts, and elevation drawings for two alternative bridge alignments. After reviewing the designs, the Mayor, Vice Mayor, and Council expressed their overall support for the project but requested that the name of the City of Tolleson be prominently displayed in color at the center of the bridge.

Additionally, they emphasized that the elevators must be open and fully compliant with ADA accessibility standards.

K. MAYOR AND CITY MANAGER’S REPORT OF CURRENT EVENTS – FOR DISCUSSION

1. Community Events Update – Randy Babchuk, Field Operations/Parks & Recreation Director

Field Operations Director Babchuk discussed the following two upcoming community events: the 2025 4th of July Celebration, scheduled for Friday, July 4th from 4:00 PM to 9:30 PM at Tolleson Veterans Park, located at 8601 West Van Buren Street; and the 5th Annual Backpack Giveaway, taking place on Thursday, July 17th from 3:00 PM to 9:00 PM at the Parks & Recreation Center, located at 9251 West Washington Street.

2. City of Tolleson Hosts Ukrainian Delegation Through Global Ties Arizona Exchange – City Council

During the City Council meeting, the Mayor, Vice Mayor, and Council Members reflected on the City of Tolleson’s experience hosting the Ukrainian Delegation through the Global Ties Arizona Exchange. They expressed pride and gratitude for being part of such a meaningful and impactful event. Council Member Erives shared how deeply the visit touched her heart, especially after hearing the Ukrainian guests express how fortunate Americans are to live the way they do. She emphasized how their words served as a powerful reminder to be grateful for our everyday comforts and freedoms.

Council Member Gámez also spoke with appreciation, thanking the City of Tolleson staff for the incredible work they put into the visit. He commended the Human Services cooks for providing delicious food and an impressive presentation that made the delegation feel truly welcomed. Additionally, he congratulated City Clerk Crystal Zamora for her outstanding presentation during the exchange and acknowledged the leadership of Chief Michael Young and Utilities Director McCracken, recognizing their vital roles in ensuring the visit’s success. The entire Council praised the event as a proud moment for the City of Tolleson.

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.

Vice Mayor Davis moved to convene into executive session at 8:25 PM; the motion was seconded by Council Member Gámez. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) to receive legal advice and discuss and consult with the City Attorney regarding a contract that is the subject of negotiations relating to joint use of school facilities and funding.
3. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) to receive legal advice and discuss and consult with the City Attorney regarding a potential rezoning of certain property within the City.

M. RECONVENE INTO PUBLIC MEETING

N. ADJOURNMENT

Council Member Mendoza moved to adjourn the Regular City Council Meeting at 9:21 PM; the motion was seconded by Council Member Laborin. The motion carried 7 to 0.

Mayor Rodriguez – Aye
Vice Mayor Davis – Aye
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

Pursuant to A.R.S. § 38-431.01 and A.R.S. § 38-431.02, notice is hereby given to the members of the Tolleson City Council and to the general public that the Council of the City of Tolleson will hold a meeting open to the public. Council Members of the City of Tolleson will attend by telephone/video conference call.

Note: The City Council of the City of Tolleson, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. § 38.431.03 for legal advice from the City Attorney.

Zoom's live transcription feature can provide automatic captioning by clicking on the Closed Caption (CC) button during the meeting.

THE CITY OF TOLLESON ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. With at least two business days advance notice, accommodations can be provided at this meeting for individuals with vision, hearing and/or speech disabilities, including a transcriber, large print, an interpreter, an assistive listening device, etc. Please call the City Clerk at (623) 936-7111, or TTY users may dial 711 for Arizona

Relay Service (AZRS), to request an accommodation to participate in this public meeting. The City will try its best to accommodate any last minute requests.

LA CIUDAD DE TOLLESON SE ESFUERZA PARA HACER TODAS LAS REUNIONES PÚBLICAS ACCESIBLE PARA INDIVIDUOS CON DISCAPACIDADES. Con al menos dos días laborables de previo aviso, se pueden proporcionar adaptaciones en esta reunión para personas con discapacidades visuales, auditivas o del habla, incluido un transcriptor, letra grande, un intérprete, un dispositivo de asistencia auditiva, etc. Llame a la Secretaría Municipal al (623) 936-7111, o los usuarios de TTY pueden marcar 711 para el Servicio de Retransmisión de Arizona (AZRS), para solicitar un alojamiento para participar en esta reunión pública. La Ciudad hará todo lo posible para satisfacer cualquier solicitud de último minuto.

City of Tolleson

Checks Recorded

Check Dates: June 04, 2025 to June 17, 2025

PAYMENTS OVER \$10,000

VENDOR NAME	GROSS AMOUNT	CHECK #	CHECK/PAYMENT DATE
VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
ACHEN-GARDNER ENGINEERING, LLC	\$494,449.27	184888	06/16/2025
ASR CONSTRUCTION GROUP LLC	\$254,722.32	184752	06/05/2025
CITY OF PHOENIX	\$240,031.68	184900	06/16/2025
HOWMEDICA OSTEONICS CORP	\$174,021.09	100757	06/12/2025
ASR CONSTRUCTION GROUP LLC	\$118,005.89	184893	06/16/2025
BROWN AND CALDWELL	\$104,291.47	100715	06/04/2025
ADAPTIVE ARCHITECTS INC	\$81,177.00	184813	06/11/2025
SAN TAN AUTO PARTNERS LLC	\$49,775.50	184874	06/11/2025
KIMLEY-HORN AND ASSOCIATES, INC.	\$46,574.00	100726	06/04/2025
ALL ABOUT ROOFING LLC	\$38,000.00	184747	06/05/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$36,038.19	100712	06/04/2025
SIVAD ENTERPRISES LLC	\$33,292.82	184810	06/05/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$32,923.11	100713	06/04/2025
FERGUSON US HOLDINGS INC	\$30,792.43	184772	06/05/2025
ASR CONSTRUCTION GROUP LLC	\$30,471.71	184818	06/11/2025
LEA-ARCHITECTS LLC	\$29,900.44	184907	06/16/2025
ASR CONSTRUCTION GROUP LLC	\$25,769.36	184818	06/11/2025
ASR CONSTRUCTION GROUP LLC	\$23,732.95	184752	06/05/2025
KIMLEY-HORN AND ASSOCIATES, INC.	\$22,665.29	100726	06/04/2025
ASR CONSTRUCTION GROUP LLC	\$22,662.16	184818	06/11/2025
LYFT, INC.	\$20,281.19	100751	06/12/2025
FACILITEQ AZ LLC	\$19,997.42	184842	06/11/2025
ARTISTIC LAND MANAGEMENT, INC.	\$19,167.00	184750	06/05/2025
LEA-ARCHITECTS LLC	\$19,027.55	184907	06/16/2025
JACOBS ENGINEERING GROUP INC	\$16,695.00	100748	06/12/2025
BTAC UNITED ACQUISITION HOLDING COMPANY	\$15,491.25	184820	06/11/2025
ANDRUS PROPERTIES INC	\$15,238.48	184815	06/11/2025
ADVANCED ENVIRO CURE LLC	\$15,000.00	100709	06/04/2025
WEST VALLEY REGIONAL CHAMBER	\$15,000.00	184808	06/05/2025
WEST END LITTLE LEAGUE	\$14,539.05	184807	06/05/2025
MARICOPA COUNTY SHERIFF'S OFFICE	\$14,370.16	184862	06/11/2025
SIVAD ENTERPRISES LLC	\$14,028.00	184826	06/11/2025
ANDRUS PROPERTIES INC	\$13,401.13	184815	06/11/2025
CORE & MAIN LP	\$12,699.95	184827	06/11/2025
ADVANCED ENVIRO CURE LLC	\$12,000.00	100709	06/04/2025
CORE & MAIN LP	\$11,981.13	184827	06/11/2025
VERIZON WIRELESS SERVICES LLC	\$11,664.11	184917	06/16/2025
ARIZONA STATE TREASURER	\$11,320.56	184817	06/11/2025
TERRACON CONSULTANTS INC	\$11,075.10	100759	06/12/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$10,612.00	184823	06/11/2025
OCLC, INC	\$10,264.96	100754	06/12/2025
OVERDRIVE INC	\$10,154.00	100729	06/04/2025
ARIZONA BOUNCE AROUND, INC.	\$10,150.30	184809	06/05/2025



CITY COUNCIL REPORT

SUBJECT: Claims and Bills Report for the period of June 18, 2025 to July 1, 2025

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Kevin Artz, Chief Financial Officer

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Finance Department is requesting the approval of Claims and Bills Report for the period of June 18, 2025 to July 1, 2025.

BACKGROUND:

Each Council Meeting, the Finance Department shall prepare a list of all claims paid by the City. The list shall be reviewed and approved when required by the Council, and a copy of it shall be included in the minutes.

DISCUSSION:

The Claims and Bills Report includes vendor payments of \$10,000 or more for the period noted above.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends the City Council approve the Claims and Bills Report.

ATTACHMENTS:

None

City of Tolleson			
Checks Recorded			
Check Dates: June 18, 2025 to July 1, 2025			
PAYMENTS OVER \$10,000			
VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
CITY OF PHOENIX	312,078.72	184974	6/23/2025
CITY OF PHOENIX	309,274.56	185073	6/30/2025
CITY OF PHOENIX	308,333.40	184974	6/23/2025
FREIGHTLINER OF ARIZONA LLC	202,950.47	100869	7/1/2025
DH PACE COMPANY INC	155,380.21	100815	6/26/2025
ASR CONSTRUCTION GROUP LLC	136,855.02	185070	6/30/2025
FELIX CONSTRUCTION COMPANY	119,525.74	185014	6/25/2025
SAN TAN AUTO PARTNERS LLC	74,726.31	185092	6/30/2025
SAN TAN AUTO PARTNERS LLC	74,726.31	185092	6/30/2025
SAN TAN AUTO PARTNERS LLC	74,726.31	185092	6/30/2025
DON SANDERSON FORD INC	72,653.49	185033	6/25/2025
STRAIGHT ARROW CONTRACTING, LLC	71,369.00	184996	6/23/2025
TOM JONES FORD LLLP	70,174.59	185098	6/30/2025
GHD INC	62,416.13	184983	6/23/2025
ADVANCED ENVIRO CURE LLC	53,775.00	100844	7/1/2025
WATER WORKS ENGINEERS LLC	51,819.00	100804	6/20/2025
UNPLUGGED PERFORMANCE INC	45,804.88	100867	7/1/2025
WACO LLC	45,063.32	185001	6/23/2025
PEORIA FORD	44,265.57	185057	6/26/2025
ASR CONSTRUCTION GROUP LLC	44,239.98	185070	6/30/2025
ASR CONSTRUCTION GROUP LLC	41,513.02	185070	6/30/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	40,548.56	185009	6/25/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	37,675.67	100831	6/27/2025
ADAPTIVE ARCHITECTS INC	36,330.00	185007	6/25/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	35,711.09	184971	6/23/2025
PUMP PROS INTERNATIONAL CORPORATION	35,010.05	100862	7/1/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	34,768.83	184971	6/23/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	34,321.98	185009	6/25/2025
KIMLEY-HORN AND ASSOCIATES, INC.	33,451.78	100838	6/27/2025
SIVAD ENTERPRISES LLC	33,292.82	185011	6/25/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	32,629.94	100832	6/27/2025
CITY OF TOLLESON-MEDICAL	32,400.00	100835	6/27/2025
BODEV INC	31,382.00	184970	6/23/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	31,282.01	100769	6/20/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	30,938.48	184971	6/23/2025
DH PACE COMPANY INC	30,740.00	100836	6/27/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	30,342.87	100768	6/20/2025

ASR CONSTRUCTION GROUP LLC	30,238.80	185070	6/30/2025
ADVANCED ENVIRO CURE LLC	30,000.00	100764	6/20/2025
WEST TECH LLC	29,020.23	185006	6/23/2025
ADVANCED ENVIRO CURE LLC	25,000.00	100764	6/20/2025
STERLING COMPUTERS CORPORATION	21,753.20	100810	6/24/2025
ASR CONSTRUCTION GROUP LLC	20,851.28	185070	6/30/2025
UNPLUGGED PERFORMANCE INC	20,796.06	100867	7/1/2025
PIERCE COLEMAN PLLC	20,250.00	185102	7/1/2025
PIERCE COLEMAN PLLC	20,250.00	185102	7/1/2025
WASTE CONNECTIONS OF ARIZONA, INC.	20,002.61	185003	6/23/2025
WEST YOST & ASSOCIATES INC	19,574.75	100870	7/1/2025
WATER WORKS ENGINEERS LLC	18,608.00	100812	6/24/2025
UNPLUGGED PERFORMANCE INC	18,373.47	100867	7/1/2025
CORE & MAIN LP	17,825.69	185049	6/26/2025
WEST YOST & ASSOCIATES INC	17,751.50	100870	7/1/2025
EMERSON BOILER, INC.	17,113.61	184933	6/18/2025
LOGICALIS INC	16,981.75	185020	6/25/2025
TECHNOLOGY PROVIDERS INC	16,461.37	100801	6/20/2025
AQUATIC INFORMATICS INC	16,102.40	185067	6/30/2025
BYRON ROSS	15,685.00	185048	6/26/2025
TRANE US INC	15,554.92	184999	6/23/2025
Metropolitan Life Insurance	14,511.29	185023	6/25/2025
IMMEDIA	14,179.57	100782	6/20/2025
FIFTH ASSET INC	14,053.00	100780	6/20/2025
FITNESS 4 HOMESUPERSTORE INC	13,619.25	184975	6/23/2025



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2612 - TESD SRO Services Intergovernmental Agreement

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Rudy Mendoza, Public Safety Director/Police Chief

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Police Department is requesting the adoption of Resolution No. 2612, approving an Intergovernmental Agreement between the City of Tolleson and the Tolleson Elementary School District for the assignment of a School Resource Officer (SRO) to Arizona Desert Elementary and Porfirio H. Gonzales Elementary Schools during the 2025–2026 school year. The Agreement authorizes the City to provide SRO services, with the District reimbursing the City for the associated costs.

BACKGROUND:

The Tolleson Elementary School District has received grant funding through the Arizona Department of Education's School Safety Program for School Resource Officer services. The District has requested the continued partnership with the City of Tolleson to provide a sworn police officer to serve as the SRO for Arizona Desert Elementary and Porfirio H. Gonzales Elementary Schools.

The City has an established history of collaboration with the District to provide SRO services that enhance campus safety, provide law-related education, and foster positive relationships between students and law enforcement.

DISCUSSION:

The Intergovernmental Agreement provides for a 10-month assignment of a Tolleson Police Officer to fulfill SRO duties at both elementary schools during the 2025–2026 academic year. The Agreement defines the roles and responsibilities of the City and the District, including officer duties, school safety programs, and administrative requirements in alignment with state guidelines (A.R.S. § 15-154).

The District will reimburse the City for the total cost of the assigned officer in the amount of \$150,741.20 for the 2025–2026 school year. The SRO will provide law enforcement services, campus security, educational programs, and community engagement in support of student safety and success.

BUDGET IMPACT:

The cost of providing the SRO is \$150,741.20, which will be fully reimbursed to the City by the Tolleson Elementary School District.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2612, approving the Intergovernmental Agreement with Tolleson Elementary School District for School Resource Officer services for the 2025–2026 school year.

ATTACHMENTS:

1. Res 2612 TESD IGA for School Resource Officer (SRO) Services - 10 months 25-26 School Year 07 08 25

RESOLUTION NO. 2612

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND TOLLESON ELEMENTARY SCHOOL DISTRICT RELATING TO SCHOOL RESOURCE OFFICER SERVICES.

WHEREAS, the City of Tolleson ("City") and Tolleson Elementary School District ("District") desire to enter into an Intergovernmental Agreement ("Agreement") for Arizona Desert Elementary and Porfirio H. Gonzales Elementary school sites; and

WHEREAS, the City will provide a sworn, certified police officer to provide school resource officer services at the school sites during the 2025-2026 school year.

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 term of this Agreement shall be from last date of execution until the end of the school year on May 22, 2026. The District shall reimburse the City for the total cost of the officer assigned to the District, shared by the Arizona Desert Elementary and Porfirio H. Gonzales Elementary school sites, in the amount of \$150,741.20 for a 10-month assignment in the 2026 Fiscal Year.

Section 3. The Agreement between the City and the District relating to services of a school resource officer during the 2025-2026 school year is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 4. 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 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 8th day of July, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2612

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF TOLLESON AND
TOLLESON ELEMENTARY SCHOOL DISTRICT FOR
SCHOOL RESOURCE OFFICER SERVICES**

This Intergovernmental Agreement (“Agreement”) is entered into as of the last date of execution (signing), (the “Effective Date”), by and between the City of Tolleson, a municipal corporation duly organized and existing under the laws of the State of Arizona, through its Police Department (“City”), and Tolleson Elementary School District, a political subdivision of the State of Arizona (“District”). City and the District are referred to together as Parties.

RECITALS

WHEREAS, Arizona Revised Statutes (A.R.S.) § 15-154 establishes the School Safety Program within the Arizona Department of Education to support, promote, and enhance safe and effective learning environments for all students by supporting the costs of placing school resources officers on school campuses; and

WHEREAS, the District has funding available through the School Safety Program Grant to fund school resource officer services ("SRO Services") for the District; and

WHEREAS, the District desires the City to assign a police officer to the District to provide certain services as a School Resource Officer (“SRO”), or to assist in the development and implementation of a school safety program and a law-related education program (referred to collectively as the “School Safety Program”), or both, and the City is willing to assign a police officer to the District for such purposes under the terms and conditions of this Agreement for the 2025-2026 school year (the “School Year”); and

WHEREAS, the District is authorized by A.R.S. § 15-342(13) and A.R.S. § 11-952, and the City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and the approval of its City Council.

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 are hereby acknowledged, the parties agree as follows:

1. Assignment

- A. The City shall assign an officer to the District prior to the commencement of the school year for a 10-month assignment as a School Resource Officer (SRO) shared by the Arizona Desert Elementary and Porfirio H. Gonzales Elementary school sites (“Schools”) pursuant to the School Safety Program grant from the Arizona Department of Education.
- B. The City agrees to involve the District, including Arizona Desert Elementary and Porfirio H. Gonzales Elementary personnel, in the selection process for assigning an officer to the SRO position. The City agrees that it will select an officer for the SRO

position who demonstrates a commitment to the goals of the District. City and any SRO candidate shall be provided with a copy of District's School Safety Program grant application and award.

2. Term.

- A. This Agreement shall commence on the Effective Date and shall continue until May 22, 2026, unless otherwise terminated in accordance with this Agreement.

3. Relationship of Parties.

- A. The City shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement. The officers, officials, employees, agents and contractors of one party shall not be deemed the officers, officials, employees, agents and contractors of the other party except as provided in Section 13(J) of this Agreement.
- B. The SRO assigned to the District shall be considered an employee of the City and shall be subject to its control and supervision. The assigned SRO will be subject to current procedures in effect for police officers of the Tolleson Police Department ("TPD"), including attendance at all mandated training and testing to maintain state peace officer certification. The assigned SROs shall fulfill their duties as law enforcement officers for the State of Arizona as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST"). The District shall not interfere with the assigned SROs' duties as sworn law enforcement officers.
- C. The City, and not the District, shall determine the time of its performance of the SRO services pursuant to this Agreement, so long as it complies with the scope of work set forth in Sections 5 and 6 of this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to any such person. The District does not have the authority to supervise or control the actual work of the City, its employees, or its subcontractors.
- D. The City understands the District is responsible for the safety of students on campus during the school day. The District shall immediately provide to the City any information it receives indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct, which does not include lawful law enforcement activities. The parties agree that the District cannot request temporary or permanent removal of an SRO without written factual support of any conduct, incident or circumstance that indicates the SRO acted in a manner that is unprofessional, illegal or immoral. Any such request shall be immediately provided in writing to the City's Representative. The parties agree to address any request for removal of an SRO as follows:

- i. If the District makes a written request to remove an SRO with factual support, the City's Representative shall evaluate the information and meet with the District's Representative or provide a written response to the District's Representative within three (3) business days. If, in the City's discretion, any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the City will immediately remove the officer from the District and reassign the officer in accordance with statutes and City ordinances, policies and procedures to allow the City and/or the District to investigate the allegations.
 - ii. If the District's Representative fails to provide a written request to the City's Representative or makes a written request without providing factual support for removal of the SRO, the City is not required to respond to the District and the request is void.
- E. If the City receives information from any credible source indicating any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the District, the City will immediately provide such information, as allowed by law, to the District.
- F. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the City will immediately remove the officer from the District and reassign the officer in accordance with City policies and procedures to allow the City and/or the District to investigate the allegations. The City agrees to assign a replacement officer to provide services to the District under this Agreement. If a replacement officer cannot be provided, the District will be credited for each day an officer is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been previously removed from the District because of allegations of unprofessional, illegal, or immoral conduct.
- G. The City shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off campus activity at the school's request, activity stemming from action taken by the officer while in service of the District, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the City and the District.
- H. The Parties will work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

4. Costs and Payment.

- A. District shall reimburse the City for the total cost of the officer assigned to the District in the amount of \$150,741.20 for a 10-month assignment in the 2026 fiscal year. (See Exhibit A, School Resource Officer Cost Sheet, incorporated herein by reference).
- B. The SRO must seek approval from the appropriate TPD supervisor before working

overtime on SRO-criminal related incidents (i.e., those matters pertaining to the school, students, or employees). The City shall pay one hundred percent (100%) of any SRO overtime that results from these incidents. The District shall pay one hundred percent (100%) of any SRO related expense for extracurricular school activities outside of the normal SRO job function (i.e., sporting events, dances, or other school functions). These expenses must be approved by the Principal, or the Principal's designee prior to the activity. The SRO and City shall make every reasonable effort to ensure that the SRO does not incur overtime costs in any given week.

- C. Payment to the City from the District is due within thirty (30) days of the District's receipt of a monthly itemized invoice. The City may charge, and the District agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum on any balance that remains unpaid more than thirty (30) days after the due date. The City and the District understand that late fees will not be paid from School Safety Grant funds awarded by the Arizona Department of Education.
- D. The SRO(s) performing SRO Services shall fulfill their duties as sworn law enforcement officers for the State of Arizona. Absent an emergency, the SRO shall not be called away from the District. The City shall be responsible for paying any and all SRO costs attributable to the City and non-school police business, including but not limited to City-mandated trainings, City-mandated meetings, non-school emergencies, investigations and other matters. District shall reimburse the City for SRO costs attributable to SRO-related training and other activity(ies) mandated by the School Safety Program Grant.
- E. Each party will establish and maintain a budget according to its established rules and regulations.

5. School Resource Officer's (SRO's) Responsibilities and Goals.

- A. The SRO shall have the following responsibilities:
 - i. Establish and maintain a professional, cooperative and productive working relationship with school officials, and serve as a liaison between the schools and TPD.
 - ii. Provide appropriate police and enforcement services at the schools in a fair and consistent manner.
 - iii. Educate students, parents, and school personnel by providing relevant and informative educational programs.
 - iv. Work cooperatively with school administrators and parents to identify students exhibiting high truancy rates.

- v. Contact a parent or guardian of each truant student to advise him or her of the incident and determine the parent's or guardian's awareness of the situation.
- vi. Take appropriate steps, including investigation, enforcement, and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use or any other crime.
- vii. Prepare and maintain Daily Logs and/or police related reports as required by the operational needs of TPD.

B. An SRO shall use good faith efforts to achieve the following goals:

- i. Work cooperatively with District school administrators to establish an effective administrative review of truancy and abuse incidents, with the objective of reducing truancy and abuse rates.
- ii. Refer juveniles or their families, or both, to appropriate social service agencies for assistance when a need is determined.
- iii. Work cooperatively with District school administrators and faculty members in:
 - (a) recognizing signs of abused or neglected children; and
 - (b) the mandatory requirements for reporting abuse or neglect.
- iv. Provide Law Related Education (LRE) on mutually agreed upon topics and number of hours based on the needs of the school and the ADE Grant requirements.
- v. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use, or any other crime.

6. School Safety Program; Duties and Responsibilities.

- A. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the School Safety Program Guidance Manual, which is attached hereto as Exhibit B and incorporated into this Agreement by this reference.
- B. Each party agrees to assume the roles and responsibilities assigned to that party by the School Safety Program Guidance Manual.
- C. An officer assigned to the School Safety Program for a ten-month school year shall have the following duties:
 - i. Serve as a liaison with school administrators, staff, students and parents.
 - ii. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom. School Safety Program officer may complete up to 180 hours of classroom law related education instruction per year as determined by the school district /principal as outlined in Exhibit B.

- iii. Network with community agencies that may or do provide services to the school.
- iv. Act as a resource in the investigation of school related criminal activities.
- v. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- vi. Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- vii. Keep within TPD Guidelines when providing information requested by students, parents, and staff regarding law-related incidents.
- viii. Attend annual training provided by the Arizona Department of Education, with all related travel expenses to be paid by the District as provided in the grant.
- ix. Maintain an activity log that tracks law-related education classroom instruction, law enforcement activity and any situations that takes the officer off his or her assigned campus.
- x. Collaborate with school personnel on school-wide safety strategies and participate as a member of the School Safety Assessment and Prevention Team.

7. Time and Place of Performance.

- A. The City will ensure that the police officer assigned to the District as an SRO will be available for duty at their assigned schools for a total of forty (40) hours each week that school is in session during the term of this Agreement. The parties agree that the officer assigned to the School Safety Program will serve a 10-month, full-time, 40-hour a week assignment as specified by the District's grant application. The assigned officers will wear uniforms as authorized by the applicable TPD Operation Orders.
- B. The officers' activities will be restricted to their assigned school grounds except for:
 - i. Follow-up home visits when needed as a result of school-related problems.
 - ii. Incentive programs approved in writing between the TPD Supervisor and the school Principals, or their designees.
 - iii. In response to off campus, but school-related, criminal activity.
 - iv. Attendance at off-campus events or meetings at the school's request.
 - v. Attendance at training, including those required to maintain continuing proficiency standards and police officer certifications.
 - vi. In response to emergency police activities.

vii. As directed by any TPD Supervisor.

- C. During days that schools are not in session, the police officer assigned as SRO shall perform their regular duties at a duty station as determined by the TPD.

8. District Responsibilities.

- A. The District shall reimburse the City monthly for the services the City provides pursuant to its obligations in this Agreement.
- B. The District shall complete an SRO performance assessment twice during the school year. The SRO shall assist the District with the preparation of the assessment based on the requirements of the Arizona Department of Education and the District. The District will share the performance assessment with the Police Chief.
- C. The District shall provide the SRO with a written or electronic copy of the School Safety Program grant application and award prior to the SRO beginning service.
- D. No District or school administrator shall interfere with the sworn law enforcement duties of a TPD officer.
- E. The District will provide the police officer with an office at each of the schools that is visible and accessible to students, parents, and staff and provides privacy for the SRO to conduct confidential business. District will also provide such equipment and office supplies as is necessary for performance of the officer's duties, including a desk, chair, telephone, computer and e-mail linkages, and filing space capable of being secured.

9. Status Meetings. By mutual agreement, the parties shall meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement. All amendments to this Agreement must be in writing and approved by the Parties.

10. Termination; Cancellation.

- A. Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party at the addresses indicated in Section 13(B) without penalty or recourse. The City shall be entitled to receive payment for work in progress or work completed before the effective date of termination.
- B. Termination for Cause. In addition to the rights reserved in this Agreement, if either party fails to comply with any term or condition of this Agreement and such party fails to cure its nonperformance within fourteen (14) days after written notice of nonperformance is given by the non-defaulting party to the address in Section 13(B), 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 fourteen (14) 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 (i) provides written notice to the non-defaulting party and (ii) 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 thirty (30) days. In the event of such termination for cause, payment shall be made by the District to the City for the undisputed portion of its payment due as of the termination date.

C. Termination for Non-Payment.

- i. If the District fails to make payment to the City within thirty (30) days of the due date as required by this Agreement, the City may immediately terminate this Agreement by delivering a written notice to the District.
- ii. The City may terminate the Agreement upon written notice to the District if at any time sufficient appropriations and authorization for participation in the Agreement are not approved, or have been revoked, by the City Council. The District shall accept the City's determination about sufficient appropriations and authorization, which shall be final.
- iii. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement, the District may immediately terminate this Agreement without further duty or obligation. The District agrees to give the City notice as soon as reasonably possible after the unavailability of funds comes to the District's attention.

D. As otherwise provided in Section 11.

E. Cancellation Due to Conflict of Interest. The City and the District acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

11. Dispute Resolution Process.

- A. Administrative Review to Resolve Disputes. The Parties agree that they shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If a Party's Representative makes a written request to the other Party's Representative to resolve a dispute, the Parties' Representatives must meet within three (3) business days (by phone, virtually or in person). The Parties' Representatives will attempt to resolve the matter in good faith. If the matter is not resolved following this meeting, either party may terminate this Agreement by delivering ten (10) days written notice to the other Party's representative. The Parties agree that the other Party has no obligation to address any dispute or claim if there is no written request under this subsection for a meeting to resolve a dispute.
- B. Arbitration. After exhausting applicable administrative review under this section and prior to proceeding to litigation in any forum, the parties agree that they will submit all disputes arising out of or relating to this Agreement to arbitration pursuant to A.R.S. §§ 12-133 and 12-1518 and Maricopa County Superior Court Local Rules.
- C. Attorney Representation. The City and the District may have their legal counsel attend

any meeting involving a dispute between the parties. A Party's Representative shall provide written notice to the other Party's Representative that legal counsel will be present at the meeting.

D. Channels of Communication; Designees.

- i. The Parties' Representatives are the only authorized individuals who can communicate with each other about any matter subject to dispute resolution to maintain complete records and prevent circumvention of official channels of communication. The parties designate the following representatives:

City of Tolleson: Chief Rudy Mendoza, (623) 936-2742, rudy.mendoza@tolleson.az.gov
Tolleson Elementary School District: Superintendent Gisselle Herrera, (623) 533-3904, gherrera@tesd17.org

- ii. The Parties' may change their representatives by providing twenty-four (24) hours written notice to the other party of the new representative (or if temporary, specifying the length of time the temporary representative is the primary point of contact). If a Party Representative fails to notify the other Party Representative of the appointment of a new representative, any communication provided by an individual who is not the official party representative is deemed as unauthorized, and the receiving party may not rely on such communications and has no obligation to respond.

- E. Dispute. For purposes of this Agreement, a dispute occurs when the parties disagree over the terms, performance or interpretation of this Agreement.

12. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement; however, upon termination, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

13. General Terms.

- A. **Entire Agreement; Modification; No Waiver.** This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- B. **Notices.** Except as provided in Section 11, formal notices, demands and communication between the City and the District shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CITY:

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

WITH COPY TO:

Pierce Coleman PLLC
17851 North 85th Street, Suite 175
Scottsdale, Arizona 85255
Attn: Justin S. Pierce, City Attorney

DISTRICT:

Gisselle Herrera,
Superintendent Tolleson
Elementary School District
9261 W. Van Buren St.
Tolleson, Arizona 85353

- C. **Fingerprinting and Background Check.** The City represents and warrants that it will ensure that any officer assigned to perform services on District property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the City before such assignment.
- D. **Legal Worker Requirements.** The parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each party respectively warrants its respective compliance with Arizona Revised Statutes § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- E. **Resolution of Disputes.** In the event a dispute for any reason arises, the parties shall use all reasonable efforts to resolve the dispute through good faith negotiations. The parties shall meet and discuss any dispute within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws.
- F. **Nonappropriation.** Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.
- G. **Compliance with Applicable Laws.** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state, and local governments whether or not specifically referenced in this Agreement.

- H. **Indemnification.** Each party (as “Indemnitor”) agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other party and its officers, officials, employees and agents (collectively as “Indemnatee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees) (collectively referred to as “Claims”) arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If any Claim by a third party becomes subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of litigation expenses and damages.
- I. **Insurance.** The City represents and warrants that it maintains insurance coverage for the city, its officers, officials, employee and agents and for the SRO under the City’s coverage agreement with the Arizona Municipal Risk Retention Pool, and the District represents and warrants that it maintains insurance coverage for the District’s coverage agreement with the Arizona School Risk Retention Trust. The parties agree to maintain such coverage for the Term. If a party wishes to terminate the party’s coverage under the respective risk retention pool or trust, as a precondition to such termination, the terminating party shall give the other party ninety (90) days prior written notice together with documentation demonstrating satisfactory coverage subject to the reasonable approval of the non-terminating party.
- J. **Workers’ 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 A.R.S. § 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 A.R.S. § 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.”
- K. **FERPA Compliance.** Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.
- L. **Non-Discrimination.** The Parties agree to comply with all state and federal law and regulations, including the Americans with Disabilities Act and Executive Orders 99-4, 2009-09 and 2023-01, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of age, religion, sex, race, national origin, or political affiliation shall have equal access to employment opportunity
- M. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

- N. **Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County.
- O. **Records.** Parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.
- P. **No Israel Boycott.** By entering into this Agreement, the parties certify that neither is currently engaged in, and the parties further agree that for the duration of this Agreement to not engage in a boycott of Israel.
- Q. **Severability and Savings.** If any covenant, condition, term or provision of this Agreement is held to be illegal, or if the application thereof to any person or in any circumstances shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, condition, term or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, term and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The parties have caused this Agreement to be executed on the dates indicated below.

CITY OF TOLLESON, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Crystal Zamora, City Clerk

TOLLESON ELEMENTARY SCHOOL
DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

Attorney for City

Attorney for District

EXHIBIT A
School Resource Officer Cost Sheet

City of Tolleson
Wages & ERE's for SRO
From 07/01/2025-06/30/2026

Description	Estimate		Grant Pay periods	Rate	CALCULATION
	FY26	FY26 10 Month			
Wages - Full Time	118,809.60	100,531.20	22		FY25
FICA Tax	6,900.00	5,800.00	22	6.2%	
Pub Safety Retirement - Police	18,050.00	15,300.00	22	15.19%	PSPRS Tier1A
Long Term Disability	450.00	350.00	10	35.15	Monthly
Health Insurance	26,000.00	23,800.00	22	1,081.67	Biweekly
Dental Insurance	1,200.00	1,100.00	22	49.07	Dental High - Biweekly
Life Insurance	84.00	70.00	10	6.93	Monthly
Vision Insurance	130.00	120.00	22	5.39	Biweekly
Medicare Tax	1,650.00	1,400.00	22	1.45%	
Short Term Disability	260.00	220.00	10	21.58	Monthly
ER Deferred Comp	2,400.00	2,050.00	22	2%	
Total	175,933.60	150,741.20			

Joseph Wagner-Corona 04/30/2025

EXHIBIT B
School Safety Program Guidance Manual

SCHOOL SAFETY PROGRAM MANUAL

**SCHOOL RESOURCE OFFICER/SCHOOL SAFETY OFFICER AND JUVENILE
PROBATION OFFICER**

REVISED JULY 2024



The Arizona Department of Education (ADE) is pleased to provide the *School Safety Program SRO/JPO Guidance Manual*. The manual is intended for use by all those involved in the program. This manual is intended to provide information on the intent of the grant, the responsibilities of all parties, requirements for grant compliance, assistance with administrative issues, and the elements of an effective School Safety Program.

For clarification on issues or to provide feedback on the content, contact the School Safety Program at SchoolSafetySocialWellness@azed.gov. The guidance manual is a living document that will go through changes as needed to meet the needs of the program. The ADE will continue to revise the manual as needed; therefore, comments from those using the manual are appreciated.

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SECTION 1: INTRODUCTION TO THE SCHOOL SAFETY PROGRAM

The School Safety Program is governed by Arizona Revised Statute (ARS) 15-154. Key sections of the statute are included below.

[ARS 15-154](#)

The school safety program is established within the department of education to support, promote and enhance safe and effective learning environments for all students by supporting the costs of placing school counselors, school social workers, school resource officers, and juvenile probation officers on school campuses. A school district or charter school may apply to participate in the school safety program as provided in this section for up to three fiscal years by submitting by April 15 a program proposal to the department of education. A school district or charter school that receives approval for a three-year program under this subsection may annually submit a modified spending plan for its approved program.

Program Proposals

A program proposal submitted by a school district or charter school for supporting the costs of placing school resource officers or juvenile probation officers, or both, on a school campus shall contain:

1. A detailed description of the school safety needs of the charter school or school district.
2. A plan for implementing a law-related education program or a plan that demonstrates the existence of a law-related education program as a school safety prevention strategy.
3. A plan to use trained school resource officers or juvenile probation officers in the school, or both.
4. If the school district or charter school has already participated in the school safety program, information on the success, compliance and implementation of the most recent grant.

Program Evaluation

The Department of Education shall evaluate the effectiveness of all the approved program proposals and report on the activities of the program and the participants to the president of the senate, the speaker of the house of representatives and the governor on or before November 1 of each year.

Definitions

"Law-related education" means interactive education to equip children and youth with knowledge and skills pertaining to the law, school safety and effective citizenship.

"Law-related education program" means a program designed to provide children and youth with knowledge, skills and activities pertaining to the law and legal process and to promote law-abiding behavior with the purpose of preventing children and youth from engaging in delinquency or violence and enabling them to become productive citizens.

"School resource officer" means a peace officer or a full-authority reserve peace officer who is certified by the Arizona peace officer standards and training board.

SECTION 2: APPLYING FOR THE SCHOOL SAFETY PROGRAM

The School Safety Program is a competitive grant that operates in three-year cycles. Each funding year begins on July 1st and ends on June 30th.

Eligibility

The authorizing statute for the School Safety Program, ARS 15-154, allows Arizona school districts or charter schools to apply to participate in the School Safety Program for up to three fiscal years through a competitive application process. Public schools interested in applying for this three-year grant must go through their district/charter holder.

Application Process

Applications are submitted for a three-year cycle through the ADE's on-line grants management enterprise. The application due date, established in ARS 15-154, is April 15th each year. Late applications are not accepted.

Award Process

The ADE, subject to review and approval of the State Board of Education, distributes monies to the school districts and charters that are in compliance with program requirements and whose plans have been approved by the State Board of Education.

Appeal Procedure

Who May File an Appeal: A school/district or charter denied award or renewal of their School Safety Program Grant.

Definition of an Appeal: A written request for an appeal committee to review a denied grant application. The request shall be signed and dated by the school site administrator and the district superintendent or charter holder. The request must state the nature of the appeal and include detailed factual support.

Request for Hearing: A notice of appeal or request for a hearing must be received by the ADE within 30 calendar days from the postmarked date of the grant denial letter. The request shall contain your school site, district, address, the action being appealed, a concise statement of the facts asserted and relief sought along with any supplemental documentation. In accordance with ADE policies and procedures for competitive discretionary grants, ARS 41-2701– 2704, and ARS 41- 2611, each application was reviewed and scored by three reviewers and the scores were averaged. Requests to dispute the score given by the review team, and requests to modify, reintroduce or expand upon original information provided in the application, cannot be considered. The request shall be sent by certified mail to:

Arizona Department of Education
Attention: Mike Kurtenbach, Associate Superintendent School Safety Division
1535 W. Jefferson Street Phoenix, Arizona 85007

Hearing Panel: Upon receipt of formal written request, ADE will schedule a hearing panel of ADE employees who are independent and impartial from the School Safety Program.

Schedule of Hearing: A hearing shall be scheduled within 30 days of receipt of formal written request. The requester shall be notified at least 10 business days prior to hearing date and location. The requester may submit written materials no later than five business days prior to the scheduled hearing date.

Hearing Process: At the hearing the requester may present the submitted written documentation. The panel may request additional supporting evidence and/or supportive documentation. If the requester or

authorized representative fails to appear at the designated date, time, and location of the hearing, the appeal shall be considered closed and the process terminated

Decision: The requester shall be notified of the final decision determined by the hearing panel via certified mail postmarked within 5 business days of hearing date.

SECTION 3: PROGRAM REQUIREMENTS

The following are the requirements of the School Safety Program. Noncompliance with program requirements could result in loss of current and/or future grant funding.

Service Agreement (Inter-Governmental Agreement)

For each site receiving funding under the School Safety Program, a Service Agreement must be developed between your district/charter and the law enforcement agency/probation department. This essential document is an important step toward implementing a successful School Safety Program. The document shall be completed annually, within 30 days of when the officer begins work at the school. The agreement shall be kept on file at each funded site for review during a site visit conducted by the ADE.

ARS 15-154 requires that the Service Agreement include a dispute resolution process between the district/charter and the law enforcement agency. A Service Agreement Template with all required elements in the links located in Section 6.

The Service Agreement: Developing the Partnership

The Service Agreement (SA) is a general term for a contract that is developed jointly and agreed upon by the district/charter, site administrator, and law enforcement or probation department. This written agreement outlines the purpose of the partnership and the fundamental responsibilities of each entity. The terms set forth in the SA shall be in accordance with the established guidelines of the School Safety Program.

The Service Agreement shall contain a statement that:

- The SRO/JPO shall fulfill their duties as a sworn law enforcement officer for the State of Arizona.
- No district/charter/or site administrator shall interfere with the duties of the SRO/JPO as a sworn law enforcement officer.
- The district or charter and partnering law enforcement agency shall define a dispute resolution process.
- All entities shall accept the School Safety Program guidelines contained in this manual.
- The roles and responsibilities of all entities shall be accepted as established by the School Safety Program guidelines contained in this manual.
- The district shall pay within 30 days of receipt of the invoice from the law enforcement or juvenile probation department.
- The district shall pay late fees as established between the district and law enforcement/probation department and denoted in the SA. Late fees shall not be paid from School Safety Grant funds.
- The district, charter, or school shall provide office space that provides privacy for the SRO/JPO to conduct confidential business. The office shall include the necessary equipment for an officer to effectively perform their duties, i.e. telephone, desk, chair, filing cabinet, up-to-date computer and printer as provided in the grant.

The Hiring Process

Selecting the right officer is one of the most important aspects of making the School Safety Program successful. A minimum of a three-year assignment at the same school(s), in conjunction with the School Safety Program grant cycle, is recommended. The effectiveness and continuity of the officer significantly contributes to the quality of the program.

The selection process should identify officers who are best suited to the work as a school resource officer or juvenile probation officer. That officer should be committed to the goals of the School Safety Grant.

Because the School Safety Program is a partnership between the school and law enforcement/probation department, involving the school administration in the selection process is necessary. After the final candidates have been selected by the department/agency, a school administrator becomes a part of the selection. It is important that the school becomes involved because:

- The school administrator brings to the selection process the needs of the school.
- The school administrator brings to the selection process the type of personality that will work best in a specific school environment.
- The school administrator brings to the selection process insights into what is required to be effective in the school community.
- The correct applicant is more likely to be selected with the school's involvement.
- There is more of a buy-in from the school to successfully integrate the officer into the school community when they have been part of the selection process.
- The school administration brings to the selection process a critical understanding of the School Safety Program.

In situations when only one officer is available for the position, the school still should have the opportunity to review the candidate before the decision is made.

Candidates should meet the minimum qualifications recommended in this guidance to ensure an effective collaboration between the school, officer, and agency. Exceptions may occur. Under mitigating circumstances and with the ADE's grant manager's approval, the position may be filled through an alternative option.

When School is not in Session: Summer Break and Intersession

The School Safety Grant is awarded for a typical 10-month school year. The site administrator, officer, and police/probation department have the option of extending services for 12 months to include when school is not in session. This may include intersession and summer break. Applications should reflect a 10 month salary unless the 11 or 12 month salary is specifically referenced and supported on the application. To maintain the integrity of the program, teachers and students are present on campus during intersession or summer break.

Terms of an 11 or 12 month position shall be established on the application as well as the Service Agreement.

Possible Officer Activities when School is not in Session:

- Plan school security improvements
- Prepare law-related education lessons
- Develop collaborations with community resources, identifying services offered that could benefit students
- Conduct school safety assessments
- Work with the school safety team to review and update the school safety plan, and conduct school wide exercises to test the plan
- Plan in-service training

- Collaborate with school administration to analyze criminal incident reports and disciplinary records to identify patterns and develop strategies to address problems
- Work with community-based and youth recreational and leadership development activities that compliment and reinforce the School Safety Program
- Attend training opportunities

District Administrator Requirements

The district administrator's support of the School Safety Program is vital to the program's success. The district administrator performs the following duties:

- Is responsible for all assurances listed in the grant application
- Supports and communicates the School Safety Program philosophy to all site staff.
- Develop a Service Agreement between the school(s) and the police or juvenile probation department.
- Keeps contact information up to date in GME for themselves, Site Administrators, and Awarded Positions.
- Attends annual required training provided by the ADE School Safety Program.
- Tracks all individuals required training completion for the district.
- Completes all surveys and provides an annual evaluation of the School Safety Program.
- Develops and keeps open communication with local law enforcement.
- Provides communications from ADE to site-level participants as required

Agency Supervisor Requirements

The supervisor's support of the School Safety Program is vital to the success of the program. The supervisor performs the following duties:

General:

- Provides written information on the philosophy and operation of the School Safety Program to appropriate supervisory/management personnel.
- Attends required training provided by the ADE.
- Conducts on-going visits to sites.
- Attempts to observe established School Safety Programs.

Collaborates with the Site Administrator:

- Formally meets with the site administrator at least once per semester.
- Accepts officer assessment forms completed by the site administrator and meets to discuss successes and concerns.
- The agency supervisor and the site administrator are responsible for ensuring the officer is able to meet all grant requirements.

Works Closely with the Officer:

- Ensures officer continuity over the three year grant cycle, to the best of their ability.
- Ensures the SRO/JPO/SSO officer is able to meet all grant requirements.
- Motivates officers and provides positive reinforcement.
- The law enforcement agency should provide uniform and equipment to be able to fulfill their role as an SRO

Assists with Documentation:

- Plays a key role in the development, review, and revision of the Service Agreement.
- Ensures the officer keeps an activity log that tracks officer activities, LRE hours, and time on/off campus.
- Amends or supplements evaluation forms to include performance criteria specific to the school officer's role.

School Principal/Site Administrator Requirements

The school principal/site administrator's support of the School Safety Program is vital to the program's success. The site administrator performs the following duties:

General:

- Supports and communicates the School Safety Program philosophy to all staff, students and parents on their campus.
- Understands and conforms to all program guidelines and requirements.
- Attends annual training provided by the ADE.
- Provides access to appropriate educational records and data to officers in accordance with FERPA.
- Provides for the annual evaluation of the School Safety Program.
- Understands that the site administrator, not the officer, is responsible for school discipline.

School Safety Assessment and Prevention Team:

- Establishes a multidisciplinary SSAPT that meets quarterly to conduct a school needs assessment, uses the needs assessment data on an on-going basis to determine the use of the officer is consistent with program requirements, coordinates prevention programming, and makes recommendations for continuous improvement of the program.
- Ensures the team utilizes needs assessment data to design clear and appropriate strategies and activities to support a successful School Safety Program to include:
 - Use of law enforcement or juvenile probation expertise and resources, including strategic placement of officers for intervention and prevention of potential crime.
 - Use of LRE instruction to students, staff, and the school community.

Question: Is the officer teaching LRE that ties back to the priorities that were identified by the needs assessment completed by the SSAPT?

Operational Plan

- Under the direction of the school administrator, each school is required to develop and utilize an
- operational plan that incorporates program requirements and illustrates their site-specific program design in a succinct and logical manner.

Work closely with the Officer

- Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
- Meets with the officer before the first day of duty to review the Service Agreement, school operational procedures and specifics of the program on campus.
- Introduces the officer to staff and students and integrates the officer into the school community.
- Monitors the officer's activity logs to ensure progress is made toward achieving program requirements.
- Completes an officer performance assessment once per year and shares the information with the officer's supervisor including discussion of successes and concerns.
- Facilitates collaboration between officers and other school personnel on school-wide safety strategies such as staff training, emergency response planning, needs assessment, and prevention programming.
- Develops a collaborative relationship with the officer while allowing the officer to function independently. The officer serves as a resource to the students and staff.

Law-Related Education

- Promotes the integration of LRE into the classrooms and directs staff development of teachers and officer involved in the delivery of LRE
- Ensures a teacher is present in the classroom at all times during LRE instruction.
- Ensures the teacher reviews the LRE lesson to adjust and implement for any accommodations or modifications required by IEPs.
- Provides time at regular staff meetings and training for the officer to deliver LRE instruction relevant to school-wide prevention safety related updates.

Collaborates with the Law Enforcement or Juvenile Probation Partners

- Ensures a successful partnership with law enforcement or juvenile probation partners through ongoing proactive and positive communication.
- Formally meets with the officer's supervisor at least once per semester.
- Participates in the selection process of their officer.
- The site administrator and the agency supervisor are responsible for ensuring the officer is able to meet all grant requirements.

Officer Performance Assessment

The site administrator is required to complete an officer performance assessment once a year. The assessment must be shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the grant and effectively carrying out their duties. *It is not meant to supplant the official evaluation process used by the officer's department or agency.* It is at the discretion of the law enforcement agency or probation department to include the school's evaluation in the officer's official folder. Only officers who have performed in a satisfactory manner should be considered for further service in the School Safety Program.

Recommended factors to consider are as follows:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or is scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Has the officer attempted to meet the requirements of the grant?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

Informal evaluations that provide the officer and supervisor with feedback regarding the officer's performance should occur frequently.

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy. The problem should attempt to be resolved at a level nearest the school as possible.

School Safety Assessment and Prevention Team (SSAPT)

Awarded schools are required to establish a School Safety Assessment and Prevention Team (SSAPT). The purpose of this team is to conduct a safety needs assessment and use the needs assessment data on an on-going basis to determine the use of the School Resource Officer or Juvenile Probation Officer consistent with program requirements, coordinate efforts of this program with other safety and prevention programs and activities to achieve greater effectiveness, and make recommendations for continuous improvement of the program. A team may be formed specifically to meet this requirement, or an existing appropriate team may be utilized.

The team membership must consist of:

- School Principal or Assistant Principal
- School Resource Officer, Juvenile Probation Officer, or School Safety Officer
- School Psychologist, mental/behavioral health expert, or similar role (if available)
- School Counselor or School Social Worker (if applicable)
- Security Personnel (if applicable)
- Other members as needed as determined by the school principal

Other members recommended for inclusion on the team are:

- School Staff Representatives
 - Facilities personnel
 - Paraprofessionals
 - Teachers
 - Transportation
 - Etc
- Parent Representative
- Community Organization Representatives
 - Local Fire Dept & Police Dept
 - Mental/Behavioral Health

The team is required to meet at a minimum on a quarterly basis. For the purpose of the School Safety Program, quarterly is identified as three month intervals (July-September, October-December, January-March, and April-June). Monthly meetings are recommended. At each meeting the team should review needs assessment data and the operational plan, make appropriate revisions to the operational plan based on the needs assessment, discuss completed and upcoming activities and milestones, and identify the person(s) responsible for ensuring the activities are achieved.

Question: Is the SSAPT reviewing the Operational Plan at each of its quarterly meetings?

TIP: An *SSAPT Agenda Template* can be found in the [*SSP Documents & Resources Padlet*](#) under the *SSP Documents tab*.

Operational Plan

The site administrator, in collaboration with the school's SSAPT, is required to develop and utilize an operational plan that incorporates program requirements and illustrates their site-specific program design in a succinct and logical manner. This plan should include utilizing the school's needs assessment data to determine your school's priority focus areas for safety, a plan to holistically address those priority focus areas through intervention and prevention efforts, a plan to progress monitor those intervention and prevention efforts, and a plan to regularly review the progress monitoring data to make adjustments based on effectiveness. The plan is a dynamic document that should be used by the school administrator, officer, and SSAPT to monitor program implementation and provide continuous improvement throughout the school year.

TIP: *The Needs Assessment Activity* (contains a needs assessment and operational plan) and an *Example of the Needs Assessment Activity* can be located on the [SSP Padlet](#) (SSP Documents tab).

Officer Activity Log

Officers are required to complete an activity log that tracks officer activities, LRE instruction hours, and the time the officer is on and off campus. The following information is required for grant compliance:

Officer Activities within the role of a Law Enforcement Specialist (SRO/SSO)

- School Safety Incidents
- Risk & Vulnerability Assessments
- Emergency Preparedness
- Civic Responsibility & Character Education
- Prevention Training/Lessons
- Investigations
- Crisis Interventions
- Etc.

Officer Activities within the role Court Officer (JPO).

- Coordinate efforts involving a local law enforcement agencies and the school
- Provides the court with school information
- Referrals to Juvenile Courts or Outside Services
- Prevention Programming
- Coordinate partnerships for evening support centers
- Emergency Response Planning Consultant
- Staff/Community Training
- Etc.

Officer Activities within the role of a Law Related Educator

- Planning
- LRE Hours
- Universal/Cohort/Community

Officer Activities within the role of a Positive Role Model

- Check-in/Check-out
- Fostering Relationships/Positive School Climate
- Small Group Interventions
- Restorative Justice
- Etc.

Officer Time on Campus

When school is in session:

- An SRO is required to be on campus 80% of the time
- An SSO is required to be on campus 100% of the time
- A JPO is required to be on campus 90% of the time

Time off Campus is any time the officer is not on school grounds during their duty hours. Time off campus may consist of: mandatory SSP training, student home visits, off campus yet school related activities, briefings, picking up a department vehicle, supporting local police departments, and required training to maintain AZ Post License.

TIP: Officers should use the provided Officer Activity Log to track activities and services they provide to their campuses. The activity log is required to be shared with the agency supervisor and the site

administrator. The agency supervisor and site administrator must support, oversee, and review the officer activity log to ensure fulfillment of grant requirements. The data from the logs shall be used for reporting to ADE. The logs must be available upon ADE's request. The *Officer Activity Log* can be located in the [SSP Documents & Resources Padlet](#) under the *SSP Documents*.

Office Space And Office Supplies

A clearly defined location should be established for the school resource officer to conduct confidential school and law enforcement business. It is recommended that the school resource officer's office/space and who will provide office supplies such as paper, a printer, computer, etc. be addressed and agreed upon in the MOU.

Officer Continuity

It is recommended that the officer, who is receiving proper supervision and favorable evaluations from law enforcement supervisors and school administration, remain in their position without rotation from their assignment to support established positive and trusting relationships. ADE recommends maintaining consistent officer assignments. It is recommended that the school resource officer who receives poor evaluations from law enforcement supervisors with input from school administration should be removed from the position.

Officer Performance Assessment

The site administrator is required to complete an officer performance assessment once every year. The assessment must be shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the grant and effectively carrying out their duties. It is not meant to supplant the official evaluation process used by the officer's department or agency. It is at the discretion of the law enforcement agency or probation department to include the school's evaluation in the officer's official folder. Only officers who have performed in a satisfactory manner should be considered for further service in the School Safety Program.

Recommended factors to consider are as follows:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school Necessary to perform effectively in the position?
- Has the officer attended or is scheduled to take mandatory training?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Has the officer attempted to meet the requirements of the grant?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

Informal evaluations that provide the officer and supervisor with feedback regarding the officer's performance should occur frequently.

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy. The problem should attempt to be resolved at a level nearest the school as possible.

TIP: An Officer Performance Assessment Template is provided in Section 6.

Training

Specific training is required each year for the following positions (see the course catalog for details):

- District Administrator
- Site/designee Administrator
- Agency Supervisor
- School Resource Officer (SRO)
- School Safety Officer (SSO)
- Juvenile Probation Officer (JPO)
- School Counselor
- Social Worker

Failure to meet the annual training requirement can result in the Local Education Agency/charter being put on programmatic hold the following year.

Administrators are welcome to attend days 2-4 of New Officer or New CSW Training with their SRO, JPOs, and CSWs if seats are available.

Site Administrator: This is the school principal or a designee (assistant principal, dean of students, etc.), whoever works most directly with the SSP-funded position (school resource officer, juvenile probation officer, school social worker, school counselor) and is primarily responsible for the implementation of the program.

If a principal appoints a designee (assistant principal, dean of students, etc.) as the site administrator to oversee the School Safety Program, both the principal and the designee must attend Leadership 100. Thereafter, the designee can attend SSP Advanced University Course on behalf of the principal. If there is turnover in either position, the continuing administrator must ensure that the current year's training requirement is met. The new administrator must attend Leadership 100.

If you are a returning officer and have not attended a New Officer Training since 2020, we recommend that you attend the New Officer Training as the training content has changed substantially.

Program Evaluation

ARS 15-154 requires the ADE to evaluate the effectiveness of the School Safety Program and report on the activities of the program and the participants in the School Safety Program to the President of the Arizona Senate, the Speaker of the Arizona House of Representatives, and the Governor of Arizona on or before November 1 of each year. The ADE shall provide a copy of this report to the Secretary of State. The evaluation and report shall include survey results from participating schools and data from participating schools on the impact of participating in the School Safety Program. The ADE shall establish data guidelines for School Safety Program participants to follow. By applying for School Safety Program funding, grant recipients agree to participate in the ADE School Safety Program evaluations.

SECTION 4: SRO/JPO/SSO REQUIREMENTS

Section 4 provides information for schools that may have differing experiences of utilizing an SRO/SSO or JPO for school safety. The section looks at the role SROs/SSOs and JPOs play in promoting school safety, dives deeper into the services each role may provide, and concludes with the importance of building partnerships to help support and sustain school safety.

School Resource Officer/School Safety Officer and Juvenile Probation Officer Role in Promoting School Safety

The US Department of Justice, Office of Community Oriented Policing Services, created the [Guiding Principles for School Resource Officer Programs](#) in which it details ways that officers promote school safety. Below we will provide a paraphrased overview of officers role in promoting school safety:

Schools need to create and conserve environments that are safe and are conducive to students' success. When students feel safe and that they are part of a positive school community, they are more likely to thrive socially and academically.

Crime Prevention/Law Enforcement: Officers work with stakeholders to prevent and address crime. They are able to act in the full authority of a certified peace officer. They also serve as a liaison between the school and outside agencies when needed.

Educator: Officers teach law related topics that are geared towards positive student behaviors. They collaborate with stakeholders in providing education and skills to students on school campuses.

Emergency Manager: Officers can conduct needs assessments and provide consultation on comprehensive school safety plans in collaboration with school and district administrators.

Mentor (informal counselor or role model): Officers are a resource to the school community they serve by building relationships, reinforcing positive behaviors, and connecting youth/families with needed services.

In addition to that, The School Safety Program (SSP) guidance was established by ARS 15-154 in 1994 for the purpose of placing School Resource Officers (SRO) and Juvenile Probation Officers (JPO) on school grounds to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, School Safety Program funded officers maintain a visible presence on campus; deter delinquent and violent behaviors; serve as an available resource to the school community; and provide students and staff with Law-Related Education (LRE) instruction and training. Officers develop positive interactive relationships with the students, the staff, and the community that they serve. This proactive, prevention-based program is cultivated through collaborative working partnerships between officers, school administration, teachers, and police and juvenile probation departments.

Understanding the role of a School Resource Officer and School Safety Officers

The SRO and SSO support of the School Safety Program is vital to the success of the program. The Police Officer's Creed states "*On my honor, I will never betray my integrity, my character or the public trust. I will always have the courage to hold myself and others accountable for our actions. I will always maintain the highest ethical standards and uphold the values of my community, and the agency I serve.*" You have been entrusted with one of our greatest gifts, our students. As the SRO, you will be the person that everyone will turn to when there is an emergency. There will be many responsibilities, duties and expectations that the SRO must fulfill daily.

Under the School Safety Program, School Resources Officers and School Safety Officers responsibilities fall into three categories to support school safety:

Role #1: Law Enforcement Specialist

The Law enforcement specialists will act with the full authority of a law enforcement officer to provide safety and security by:

- Investigate law violations
- Crime prevention
- Emergency Preparedness
- Risk & vulnerability assessment
- Threat assessments
- Crisis intervention
- First aid/CPR
- De-escalation
- Collaboration with local law enforcement
- Referrals for court, community resources, DCS
- Safety consultations
- Prevention training/lessons
- Community Policing
- Uniform and equipment

Tip: Wellness - The role of the SRO will come with many challenges that will be mentally and physically exhausting. You will be expected to perform your duties despite the challenges of the role because you are entrusted with our most prized possession, our children. As an officer you must maintain your mental health as well as your physical well being. Most agencies in Arizona have a working relationship with mental health providers for their employees. Organizations such as the 100 Club of Arizona, Bullet Proof, Under the Shield, Boulder Crest are a few examples of organizations to assist officers with mental health assistance. Some questions to consider: What shape are you in physically? Do you have any injuries or limitations that preclude you from performing your duties at 100%? What are you doing to address these issues? Are you taking care of yourself?

<https://www.100club.org/>

<https://www.bulletproof.org/>

<https://bouldercrest.org/about-boulder-crest/locations/boulder-crest-arizona/>

<https://undertheshield.com/home-mobile/>

Role #2: Law-Related Educator

**Exceptions may occur on the Native American reservations*

LRE is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*) The SSAPT uses the needs assessment data and priority focus areas to determine which LRE instruction will address those priority focus areas. Officers provide LRE instruction in three ways:

Student Focused:

1. [Universal LRE](#) - These lessons are typically provided to a large school audience. The purpose of these lessons are to address Tier 1 problems that were identified in the needs assessment.
2. [Cohort LRE](#) - These lessons are targeted for specific classrooms or grade levels experiencing specific concerns identified in your needs assessment. Cohort LRE typically includes 4-6 lessons per topic.

Adult Focused:

3. [Community/Teacher LRE](#) - These lessons are targeted towards providing information or training to your school's parents/community and teachers.

Preparing to teach LRE is critical to having successful outcomes. Here are some tips for your to prepare:

Tip #1: Prior to Getting into the Classroom

- Build your Law for Kids profile.
- Follow the best practices of LRE.
- Review, download and if need be, print your lesson plans. Make certain you have all your required documents and items needed to teach your class, such as butcher paper, pens, markers, high lighters etc.
- When the schedule permits practice your LRE lesson in the classroom you will be instructing the lesson in. Learn how to navigate through any electronic educational tools such as whiteboards or projectors.

Tip #2: While in the Classroom: *Classroom Management - Establishing class rules will make your LRE instruction organized and have learning outcomes for all students..*

- Know and understand what campus initiatives are being used in your school
- Use effective instructional practices
- Know appropriate response to behavior/school rules (PBIS/school policy)
- Utilize established school connectedness efforts (e.g., Capturing Kids Hearts, Kids at Hope, greeting students at the door, etc.)
- Collaborate with your teachers on their individual class rules.
- Incorporate your own rules such as "One person speaks at a time, raise your hand if you have a question, and when we are doing group projects, do not get too loud".
- Reinforce your teacher's class rules.

Tip #3: Co-teach: *Bring the classroom teacher into the LRE world by sharing your LRE lesson in advance.*

- The teacher **must** always be present in the classroom and provide any modifications or accommodations for students with disabilities during the lesson.
- Be intentional about having the teacher be a part of the lesson.
- Have the teacher connect the content to their subject area (if possible).
- Collaborate with the teacher on engagement strategies during the lesson (possibly model for the officer).
- Encourage the teacher to share anecdotal information during the presentation.
- Inquire about sensitive topics or information about students that may arise during the lesson.
- Seek feedback from the teacher after the lesson.

Tip #4: Professionalism: *Make sure that your words and deeds will pass the “Headline Test”*

- Speak positively of the school, teacher, student, or any other agency while instructing LRE. Leave criticisms or concerns to private meetings.
- Use school appropriate language. Never use foul language at your students or staff while performing your duties. Even the slightest mishap will lessen your credibility with everyone.
- Always prioritize the safety of everyone on the school campus. Never place yourself, your co-teacher, or students in a compromised or vulnerable situation.
- You will be asked one hundred times if not more, “What kind of gun do you have and can I see it?” **Only remove police equipment in an appropriate emergency situation!** NEVER ever remove your firearm for “Show and Tell”. The students and staff must know that a lethal weapon is only used in time of actual emergency. Don’t be that guy!

Tip #5: Make it Fun: *Make your LRE Lessons fun. As the SRO you have the huge opportunity to influence students’ lives in a positive direction. Think out of the box.*

- Use your imagination and always use the Best Practices from the Arizona Bar Foundation.
- Be yourself, be approachable, be enthusiastic, be motivating, be firm and be fair.
- Provide reinforcers to your students such as candy-snacks-pencils-pen during your classroom instruction if possible. Reinforce behaviors you want to see:
 - Students engaged and participating in lessons
 - Students sharing information
 - Students acting respectfully and following class rules
- Come up with unique and fun ways students can show what they have learned. This will assist the students to remember you and the lesson taught.

Role #3: Positive Role-Model

“Positive Role Model” adapted from The Successful School Resource Officer Program by Anne J. Atkinson, PhD

As a positive role model for students and the school community, the SRO should be a role model for rules and expectations of individuals on school campuses. Reinforce and praise students who are meeting those expectations. **Rules and expectations may come up in your LRE Lessons or Character Education Lessons.*

- **Be approachable:** First and foremost, always be approachable.
 - Be the kind of School Resource Officer that you would want your children to have.
 - Always strive to be a positive role model because students learn from every observation of, or interaction with, the SRO/SSO.

- **Be visible:** The community should expect the officer's presence to encourage a positive and safe school environment.
 - Arrive early to get yourself situated and ready for the day.
 - Being visible early on will provide a sense of security and safety that will have a ripple effect across your community. This alone can be a deterrent to any ill intended suspect thinking of causing harm to your students and staff. You should be ready for all emergency situations.
 - Be at a focal point early in the morning and throughout the day. Either be at the front door welcoming all students or at a major bus stop at the school. Let the students, staff, and community know that you are there. Capturing Kids Hearts is one example of how to greet our students and provide guidance during the day.
 - Encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop a plan to make the desired changes.
 - Set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and be a friend.
- **Build relationships:** Building trust and legitimacy for the School Safety Program is paramount.
 - The Task Force on 21st Century Policing states " Law Enforcement culture should embrace a guardian-rather than a warrior mindset." This has never been so true in our profession.
 - As the assigned SRO you must learn as many pertinent people on your campus. The SRO should attempt to have a multidisciplinary outreach approach to his school and his community.
 - Walk your beat and know the students, families, principal, know the counselors, know the kitchen staff, know the facilities people, and everyone in between. Knowing these different levels at your school will make reporting of security and safety issues easier. Having these different people know what you do and who you are is invaluable.
 - Make certain that you include as many of these key people in your SSAPT.

As a role model and mentor, the bridge to our students and staff needs to be built daily. You will build it with hundreds of "Good Mornings", "Good Afternoons", handshakes, fist bumps, and high fives.

Remember as an SRO, you have been entrusted to care for, protect, motivate, listen, and provide direction to our most prized possession, our students. The students and staff will need to trust you and it will take some time.

Tiered Supports and Instruction for School Resource Officers/School Safety Officers

	<u>Role #1: Law Enforcement Specialist</u>	<u>Role #2: Law-Related Educator</u>	<u>Role #3: Positive Role Model</u>
Tier 3 Individual/Intensive Supports	<u>Active Shooter Incident Training</u> - School Community Training - Must be certified instructor <u>Referrals</u> - Juvenile Court - DCS - Community Resources <u>Home visit</u> - Welfare check - Truancy (Not in truancy officer capacity) - DCS requests officer presence - Unable to successfully contact parents through other means of communication <u>Crisis Intervention</u> - De-escalation - First Responder/Law Enforcement Officer - Active Shooter - Unauthorized person on campus - Dangerous situation in surrounding community (lock down) - First aid/CPR - Collaboration with local law enforcement <u>Investigations</u> - Referred by Administration <i>after</i> they have investigated a school policy violation and determined a violation of the law occurred - Violations of the law - Reported weapon on campus - Reported credible threat to school - Mandatory reported incidents		<u>Restorative Practices</u> - Following the spirit of creating a positive school climate. E.g., graffiti school property, the student will cover graffiti. - Student/staff training (officer is not implementing as a consequence)

Tier 2 Targeted Supports	<u>Prevention Trainings/Lessons (Not LRE)</u> - Substance abuse prevention training - Violence prevention programs/curricula (general) - Violence prevention - Gang violence - Dating violence - Domestic violence - Bullying prevention - etc. - Check-in/Check-out (CICO) - Character Education	<u>Cohort Law Related Education</u> - Targeted at specific grade levels or groups of students - Based on needs assessment data <u>Community and Teacher Law Related Education</u> - Targeted at teachers and parents to increase awareness on specific topics - Based on needs assessment data	<u>Targeted Role Model Skills</u> - College & Career Readiness/life skills - Student engagement in civics through volunteer opportunities - Collaborating with student leadership groups to have student leaders lead school connectedness initiatives (e.g., student recognition/positive initiatives) <u>Targeted Relationship Building</u> - Student relationship activities - Lunch Bunch, volunteering at events, etc. - Community relationship activities - Donuts for dads, coffee chats, etc. - Coordinating Relational Mapping - Informal Counselor/Mentor - Check-in/Check-out
Tier 1 Whole School	<u>Daily Risk & Vulnerability Assessments</u> - Presence known by school community - Checks for risks/vuln. - Several times throughout the day - After student arrival - Lunch periods/Afternoon - Before student release - After student release <u>Civics & Character Education (Not LRE)</u> - Character Education: Character Counts! <u>Safety Consultations</u> - School Policies - School/district Handbooks - Emergency Operations Planning (EOP) - Drills (Fire, lock down, bus, etc.) - Collaboration with local law enforcement - CPTED^{[1][2][3]}	<u>Universal Law Related Education</u> - Prep time to create resources and practice - Time to teach - Universal LRE	<u>Universal Role Model Skills</u> - Caring for the school community activities - Neighborhood/school cleanup - Greeting School Community - Daily Relationships Building - Positive Reinforcement - PBIS - Opportunities for families to connect with the officer - Open door policy - Share school phone number - Officer website/newsletter - Etc.

Agency Required Trainings & AZPost Qualifications

[Ethics & Professionalism](#); [Crime Prevention](#); [Community Policing](#); [Cultural Awareness](#); [Victimology/Trauma](#); [Behavioral Health Crisis Response](#); [Interpersonal Communication](#); First Aid ([Initial Assessment](#), [Shock](#), [Bleeding/Related Injuries](#), [IFAK](#)); [Search & Seizure](#); [Investigation of Specific Crimes](#); [Liquor Control](#); [Narcotics and Dangerous Drugs](#); [Assault](#); [Sexual Offenses](#); [Trespass](#); [Criminal Damage](#); [Theft](#); [Judicial Interference And Related Offenses](#); [Public Order Offenses: Disorderly Conduct/Disrupting the Educational Institution](#); [Weapon & Explosives](#); [Drug Offenses](#); [Obscenity](#); [Sexual Exploitation of Children](#); [Family Offenses](#); [Report Writing](#); [Juvenile Law and Procedures](#); [Civil Liability Issues](#); [Bias-Motivated Crimes](#); [Organized Crime Activity](#); [Firearms Qualifications](#), [Medical/Physical](#)

SSAPT Meeting Grant Requirements

- Trained
- Using data to drive decisions
- Maintains an Officer Activity Log
- Creates and implements an operational plan

SRO/SSO Best Practice Professional Models & Resources

This section provides helpful links that further guide the role and activities of School Resource Officers and School Safety Officers

Professional Models:

[Virginia School-Law Enforcement Partnership Curriculum](#)
[National Association of School Resource Officers \(NASRO\)](#)
[Arizona School Resource Officers Association \(ASROA\)](#)
[Community Oriented Policing Services \(COPS\)](#)

Law Enforcement Code of Ethics & Oath of Honor

[AZPOST IACP Canon Of Police Ethics](#)

- **Article 1. Primary Responsibility of Job**
- **Article 2. Limitations of Authority**
- **Article 3. Duty to Be Familiar with the Law and with Responsibilities of Self and Other Public Officials**
- **Article 4. Utilization of Proper Means to Gain Proper Ends**
- **Article 5. Cooperation with Public Officials in the Discharge of Their Authorized Duties**
- **Article 6. Private Conduct**
- **Article 7. Conduct toward the Public**
- **Article 8. Conduct in Arresting and Dealing with Law Violators**
- **Article 10. Presentation of Evidence**
- **Article 11. Attitude toward Profession**

AZPOST IACP Law Enforcement Oath of Honor

“On my honor, I will never betray my badge, my integrity, my character, or the public trust. I will always have the courage to hold myself and others accountable for our actions. I will always uphold the constitution and community I serve.”

State Agencies:

[Arizona Peace Officer Standards and Trainings Board \(AZPOST\)](#)
[Arizona Department of Public Safety \(AZ DPS\)](#)
[Phoenix Police Department](#)
[Maricopa County Sheriff's Office](#)
[Tucson Police Department](#)
[Pima County Sheriff's Office](#)
[Flagstaff Police Department](#)
[Coconino County Sheriff's Office](#)

Understanding the role of a Juvenile Probation Officer

The juvenile probation officer's support of the School Safety Program is vital to the program's success. JPO are expected to spend most of their time on campus; approximately 90 percent of time should be on site. The Juvenile Probation Officer (JPO) has three basic roles:

Role #1: Officer of the Court

The Officer of the Court will act with authority of a sword court appointed officer to provide safety by:

- **Liaison to court, law enforcement agencies, and other community agencies:**
 - Provides the court with school information that can be instrumental in the determination if a juvenile is to be detained or returned to the community.
 - Networks with other agencies that may, or do, serve the school community in an effort to meet the needs of the students and school.
- **Utilizes institutional knowledge of juvenile courts and resources to support the school community:**
 - Maintains a working knowledge of services available within the court system and community to meet the needs of the students and school. (diversion, FINS, CUTS, etc.)
 - Utilizes expertise and agency resources for intervention and prevention of potential crime.
- **Collaborates with school personnel on school-wide safety strategies (e.g. staff/community trainings, emergency response planning, and prevention programming)**

Role #2: Law-Related Educator

**Exceptions may occur on the Native American reservations*

LRE is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*) The SSAPT uses the needs assessment data and priority focus areas to determine which LRE instruction will address those priority focus areas. Officers provide LRE instruction in three ways:

Student Focused:

1. [Universal LRE](#) - These lessons are typically provided to a large school audience, such as through an assembly. The purpose of these lessons are to address Tier 1 problems that were identified in the needs assessment.
2. [Cohort LRE](#) - These lessons are targeted for specific classrooms or grade levels experiencing specific concerns identified in your needs assessment. Cohort LRE typically includes 4-6 lessons per topic.

Adult Focused:

3. [Community/Teacher LRE](#) - These lessons are targeted towards providing information or training to your school's parents/community and teachers.

Preparing to teach LRE is critical to having successful outcomes. Here are some tips for your to prepare:

Tip #1: Prior to Getting into the Classroom

- Build your Law for Kids profile.
- Follow the best practices of LRE.
- Review, download and if need be print your lesson plans. Make certain you have all your required documents and items needed to teach your class, such as butcher paper, pens, markers, high lighters etc.

- When the schedule permits practice your LRE lesson in the classroom you will be instructing the lesson in. Learn how to navigate through any electronic educational tools such as whiteboards or projectors.

Tip #2: While in the Classroom: *Classroom Management - Establishing class rules will make your LRE instruction organized and have learning outcomes for all students..*

- Know and understand what campus initiatives are being used in your school
- Use effective instructional practices
- Know appropriate response to behavior/school rules (PBIS/school policy)
- Utilize established school connectedness efforts (e.g., Capturing Kids Hearts, Kids at Hope, greeting students at the door, etc.)
- Collaborate with your teachers on their individual class rules.
- Incorporate your own rules such as "One person speaks at a time, raise your hand if you have a question, and when we are doing group projects, do not get too loud".
- Reinforce your teacher's class rules.

Tip #3: Co-teach: *Bring the classroom teacher into the LRE world by sharing your LRE lesson in advance.*

- The teacher **must** always be present in the classroom and provide any modifications or accommodations for students with disabilities during the lesson.
- Be intentional about having the teacher be a part of the lesson.
- Have the teacher connect the content to their subject area (if possible).
- Collaborate with the teacher on engagement strategies during the lesson (possibly model for the officer).
- Encourage the teacher to share anecdotal information during the presentation.
- Inquire about sensitive topics or information about students that may arise during the lesson.
- Seek feedback from the teacher after the lesson.

Tip #4: Professionalism: *Make sure that your words and deeds will pass the "Headline Test"*

- Speak positively of the school, teacher, student, or any other agency while instructing LRE. Leave criticisms or concerns to private meetings.
- Use school appropriate language. Never use foul language at your students or staff while performing your duties. Even the slightest mishap will lessen your credibility with everyone.
- Always prioritize the safety of everyone on the school campus. Never place yourself, your co-teacher, or students in a compromised or vulnerable situation.
- You will be asked one hundred times if not more, "What kind of gun do you have and can I see it?" **"Only remove police equipment in an appropriate emergency situation!"** NEVER ever remove your firearm for "Show and Tell". The students and staff must know that a lethal weapon is only used in time of actual emergency. Don't be that guy!

Tip #5: Make it Fun: *Make your LRE Lessons fun. As the SRO you have the huge opportunity to influence students' lives in a positive direction. Think out of the box.*

- Use your imagination and always use the Best Practices from the Arizona Bar Foundation.
- Be yourself, be approachable, be enthusiastic, be motivating, be firm and be fair.
- Provide reinforcers to your students such as candy-snacks-pencils-pen during your classroom instruction if possible. Reinforce behaviors you want to see:
 - Students engaged and participating in lessons
 - Students sharing information
 - Students acting respectfully and following class rules
- Come up with unique and fun ways students can show what they have learned. This will assist the students to remember you and the lesson taught.

Role #3: Positive Role-Model

“Positive Role Model” adapted from The Successful School Resource Officer Program by Anne J. Atkinson, PhD

As a positive role model for students and the school community, the SRO should be a role model for rules and expectations of individuals on school campuses. Reinforce and praise students who are meeting those expectations. **Rules and expectations may come up in your LRE Lessons or Character Education Lessons.*

- **Be approachable:** First and foremost, always be approachable.
 - Be the kind of Juvenile Probation Officer that you would want your children to have.
 - Always strive to be a positive role model because students learn from every observation of, or interaction with, the JPO.
- **Be visible:** The community should expect the officer’s presence to encourage a positive and safe school environment.
 - Arrive early to get yourself situated and ready for the day.
 - Being visible early on will provide a sense of security and safety that will have a ripple effect across your community. This alone can be a deterrent to any ill intended suspect thinking of causing harm to your students and staff. You should be ready for all emergency situations.
 - Be at a focal point early in the morning and throughout the day. Either be at the front door welcoming all students or at a major bus stop at the school. Let the students, staff, and community know that you are there. Capturing Kids Hearts is one example of how to greet our students and provide guidance during the day.
 - Encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop a plan to make the desired changes.
 - Set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and be a friend.
- **Build relationships:** Building trust and legitimacy for the School Safety Program is paramount.
 - The Task Force on 21st Century Policing states “ Law Enforcement culture should embrace a guardian-rather than a warrior mindset.” This has never been so true in our profession.
 - As the assigned JPO you must learn as many pertinent people on your campus. The JPO should attempt to have a multidisciplinary outreach approach to his school and his community.
 - Walk your beat and know the students, families, principal, know the counselors, know the kitchen staff, know the facilities people, and everyone in between. Knowing these different levels at your school will make reporting of security and safety issues easier. Having these different people know what you do and who you are is invaluable.
 - Make certain that you include as many of these key people in your SSAPT.

As a role model and mentor, the bridge to our students and staff needs to be built daily. You will build it with hundreds of “Good Mornings”, “Good Afternoons”, handshakes, fist bumps, and high fives.

Remember as a JPO, you have been entrusted to care for, protect, motivate, listen, and provide direction to our most prized possession, our students. The students and staff will need to trust you and it will take some time.

Tiered Supports and Instruction for Juvenile Probation Officer

	<u>Role #1: Officer of the Court</u>	<u>Role #2: Law-Related Educator</u>	<u>Role #3: Positive Role Model</u>
Tier 3 Individual/Intensive Supports	<u>Collaborate with Government Agencies</u> - Coordinate efforts involving a local law enforcement agencies and the school - Provides the court with school information that can be instrumental in the determination if a juvenile is to be detained or returned to the community. <u>Referrals</u> - Juvenile Court - Behavioral Health Agency - Diversionary programs - Families in Needs of Services (FINS) - Community Resources - DCS <u>Home visit</u> - Welfare check - Truancy (Not in truancy officer capacity) - DCS requests officer presence - Unable to successfully contact parents through other means of communication		<u>Restorative Practices</u> - Following the spirit of creating a positive school climate. E.g., graffiti school property, the student will cover graffiti. - Student/staff training (officer is not implementing as a consequence)

Tier 2 Targeted Supports

Prevention Trainings/Lessons (Not LRE)

- Substance abuse prevention training
- Violence prevention programs/curricula (general)
- Violence prevention
- Gang violence
- Dating violence
- Domestic violence
- Bullying prevention
- etc.
- [Check-in/Check-out \(CICO\)](#)
- [Character Education](#)

Cohort Law Related Education

- Targeted at specific grade levels or groups of students
- Based on needs assessment data

Community and Teacher Law Related Education

- Targeted at teachers and parents to increase awareness on specific topics
- Based on needs assessment data

Targeted Role Model Skills

- College & Career Readiness/life skills
- Student engagement in civics through volunteer opportunities
- Collaborating with student leadership groups to have student leaders lead school connectedness initiatives (e.g., student recognition/positive initiatives)

Targeted Relationship Building

- Student relationship activities
- [Lunch Bunch](#), volunteering at events, [etc.](#)
- Community relationship activities
- Donuts for dads, coffee chats, etc.
- Coordinating Relational Mapping
- Informal Counselor/Mentor
- Check-in/Check-out

Tier 1 Whole School	<u>Coordinate Partnerships for Evening Support Centers</u> - E.g., boys and girls club, youth activities, local parks and recreation centers, etc. <u>Civics & Character Education (Not LRE)</u> - Character Education: Character Counts! <u>Safety Consultations</u> - School Policies - School/district Handbooks - Emergency Operations Planning (EOP) - Drills (Fire, lock down, bus, etc.) - Collaboration with local law enforcement - CPTED^{[1][2][3]} - Arizona Youth Assessment System (AZYAS) <u>Staff/Community Trainings</u> - Awareness and safety campaigns - Juvenile court matters (curfew laws, underage consumption, teenage driving, etc.)	<u>Universal Law Related Education</u> - Prep time to create resources and practice - Time to teach - Universal LRE	<u>Universal Role Model Skills</u> - Caring for the school community activities - Neighborhood/school cleanup - Greeting School Community - Daily Relationships Building - Positive Reinforcement - PBIS - Opportunities for families to connect with the officer - Open door policy - Share school phone number - Officer website/newsletter - Etc.
Foundation For Learning	<u>Agency Required Trainings</u> Probation Officer Certification Academy: Ethics; Re-Entry Simulation; Motivational Interviewing; Compassion Fatigue; Drug Recognition; Implicit Bias; Substance Abuse Interventions; ACEs; Adolescent Development; Family Systems; Data-driven Decision Making; Case Planning; Case Management; Intervention Services Continuum Suicide Prevention and Intervention; Behavioral Management; Defensive Tactics Academy; Firearms Academy; CPR/First Aid Certification <u>SSAPT Meeting Grant Requirements</u> - Trained - Using data to drive decisions - Maintains an Officer Activity Log - Creates and implements an operational plan		

JPO Best Practice Professional Models & Resources

This section provides helpful links that further guide the role and activities of School Juvenile Probation Officers

Professional Models:

[American Probation Parole Association \(APPA\)](#)

[The Office Of Juvenile Justice and Delinquency Prevention \(OJJDP\)](#)

[OJJDP: Best Practices for Juvenile Court and Probation](#)

[Arizona Courts - Juvenile Justice Division](#)

APPA Code of Ethics

- I will render professional service to the justice system and the community at large in effecting the social adjustment of the offender.
- I will uphold the law with dignity, displaying an awareness of my responsibility to offenders while recognizing the right of the public to be safeguarded from criminal activity.
- I will strive to be objective in the performance of my duties, recognizing the inalienable right of all persons, appreciating the inherent worth of the individual, and respecting those confidences which can be reposed in me.
- I will conduct my personal life with decorum, neither accepting nor granting favors in connection with my office.
- I will cooperate with my co-workers and related agencies and will continually strive to improve my professional competence through the seeking and sharing of knowledge and understanding.
- I will distinguish clearly, in public, between my statements and actions as an individual and as a representative of my profession.
- I will encourage policy, procedures and personnel practices, which will enable others to conduct themselves in accordance with the values, goals and objectives of the American Probation and Parole Association.
- I recognize my office as a symbol of public faith and I accept it as a public trust to be held as long as I am true to the ethics of the American Probation and Parole Association.
- I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession.

American Probation Parole Association (APPA): The 10 Core Principles of Juvenile Probation

1. Center youth and families to individualize probation.
2. Promote equity regarding race, ethnicity, gender, sexual orientation, and disability status.
3. Align practice with research on adolescent development.
4. Minimize conditions of probation.
5. Minimize confinement.
6. Look to encourage success, not punish failure.
7. Be a bridge to opportunity and connection in the community.
8. Be a coach, teacher, mentor, and advocate — not a compliance monitor.
9. Aim for progress, not perfection.
10. Hold probation accountable for meaningful results.

Additional Resources:

[The Annie E. Casey Foundation](#)

Building Community Partnerships

Community Policing focus

Create and Maintain Community Partnership:

- Before/After School Programs
 - If the school has extracurricular or parental groups such as Athletic Booster Clubs or Parent Teacher Association (PTA) groups collaborate and build relationships with them. They will be crucial to your success.
- Civic groups such as the Kiwanis Club, Rotary International, and the Lions Club International are a few examples of groups that can also enhance your validity and experience on campus.
- Faith-based community organizations
- Other Partnership Resources
- [211](#)
- Comprehensive source of information about local resources and services
- Crisis prevention
 - [AHCCCS Crisis Hotline](#)
 - [Samhsa 988 Suicide & Crisis Lifeline](#)

Behavioral Health Providers (JPO)

- [Accessing Behavioral Health Services in Schools](#)
- [AHCCCS Universal Referral Form](#)

SECTION 5: KEY PARTNERS AND THEIR ROLES

Arizona State Board of Education

ARS 15-154 directs the Arizona State Board of Education to review and approve School Safety Program proposals.

Arizona Department of Education

ARS 15-154 directs the ADE to administer the School Safety Grant. ADE conducts the following duties:

- Provides the application to each district and charter holder.
- Prepares the application for review by the State Board of Education to determine awards.
- Announces awards to districts and charters.
- Monitors sites for compliance with the grant.
- Logs completion reports, due September 30th, for the previous program year.
- Collects money not spent by grantees at the end of the program year.
- Withholds payment to grantees that have not returned money due.
- Provides technical assistance.
- Conducts a program evaluation as specified by ARS 15-154.
- Monitors the training contract.

Arizona Foundation for Legal Services and Education (AZFLSE)

The AZFLSE, under contract with the ADE, conducts the statewide Law-Related Education (LRE) Academy. The Academy offers School Safety Officers quality LRE training and teaching materials. To accomplish these objectives, the AZFLSE:

- Utilizes current and former school safety officers and/or teachers as faculty for the Academy.
- Develops a tracking system to track Academy hours of each school safety officer.
- Integrates the use of technology into training classes.
- Secures professional development credits for officers who attend and complete the Academy.
- Provides ongoing consultation and technical assistance with regard to implementing and teaching law-related education, within budget limitations.
- Visits schools to observe law-related education teaching and provide feedback, within budget limitations.
- Provides quantitative and qualitative data to ADE.
- Provides financial mid-year and year-end reporting to ADE.
- Conducts periodic surveys of school safety officers to determine changing LRE needs and level of customer satisfaction.

The AZFLSE provides the following expanded services to School Safety Officers:

- [LRE Academy Web page](#)
- Free Materials: School Safety Program Officers can access free publications and materials for their LRE classroom instruction.
- LRE Technical Online Resources

If an officer needs assistance with LRE curriculum or lesson planning, the officer can contact Diana Strouth, Instruction Specialist (Arizona Bar Foundation for Legal Services & Education), at 602-773-3431 or by email at Diana.Strouth@azflse.org

SECTION 6: DOCUMENTS & RESOURCES

DOCUMENTS AND RESOURCES

Documents

- [School Safety Program Documents Folder](#)
 - University Course Catalog ○ Training Schedule ○ SSP CSW/Officer Manual ○ CSW/Officer Guidance Documents ○ CSW/Officer Weekly Activity Log ○ Responsibilities Checklist - District Administrator ○ Responsibilities Checklist - Site Administrator ○ Responsibilities Checklist - Agency Supervisor ○ Responsibilities Checklist - Officer ○ Responsibilities Checklist - Counselor/Social Worker ○ Strategic Plan ○ SSAPT Needs Assessment Activity ○ Operational Calendar ○ SSAPT Agenda ○ Roles & Responsibilities Cheat Sheet ○ School Safety Task Force Checklist ○ IGA Example

Websites

- [Arizona Department of Education School Safety Program](#)
 - SSP Guidance Manual ○ SSP Contact Information ○ SSP Grantees Page ○ SSP Events Calendar
- [School Safety Program Documents & Resources Padlet](#)
 - SSP Documents Folder SSP Videos ○ Training Registration Information & Participant Handouts Folders ○ SSP Website Links ○ Officer Resources ○ Counselor & Social Worker Padlet ○ School Safety Website Links



CITY COUNCIL REPORT

SUBJECT: First Amendment to Capital Pump & Equipment Cooperative Purchasing Agreement
MEETING DATE: July 8, 2025

TO: Mayor and Council
FROM: Jamie McCracken, Utilities Director
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of the First Amendment to the Cooperative Procurement Agreement with Capital Pump & Equipment, LLC, increasing the annual not-to-exceed amount from \$100,000 to \$300,000 for Maintenance, Repair, and Operation (MRO) Equipment, Supplies, Materials, and Services.

BACKGROUND:

On May 8, 2025, the City of Tolleson entered into a Cooperative Procurement Agreement with Capital Pump & Equipment, LLC, based on ESC Region 19 Allied States Cooperative, for the purchase of MRO-related equipment and services. This agreement provides the City with access to competitively procured pricing for equipment and services necessary to maintain critical utility infrastructure.

Following operational assessments, the Utilities Department determined that additional equipment, materials, and services are required to support increased maintenance demands and ongoing infrastructure needs throughout the fiscal year.

DISCUSSION:

The First Amendment to the Agreement increases the City's annual spending authority with Capital Pump & Equipment, LLC, from \$100,000 to \$300,000 per fiscal year (July 1 to June 30). This increase ensures the City can adequately procure necessary MRO equipment, supplies, and services to maintain water, wastewater, and related utility systems without interruption.

All other terms and conditions of the original Agreement remain unchanged.

BUDGET IMPACT:

This amendment increases the annual not-to-exceed amount to \$300,000 for fiscal year expenditures related to equipment, materials, and services for utility system maintenance. Sufficient funding is available within the approved Utilities Department budget.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the Cooperative Procurement Agreement with Capital Pump & Equipment, LLC, increasing the annual not-to-exceed amount to \$300,000.

ATTACHMENTS:

1. 07 08 25 UT - First Amendment to CPA - Capital Pump and Equipment LLC

**AMENDMENT NO. 1 TO THE COOPERATIVE PROCUREMENT AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
CAPITAL PUMP & EQUIPMENT, LLC**

THIS AMENDMENT NUMBER 1 TO THE COOPERATIVE PROCUREMENT AGREEMENT (this "Amendment") between the City of Tolleson, an Arizona municipal corporation (the "City") and Capital Pump & Equipment, LLC, an Arizona limited liability company (the "Contractor"), (collectively, "the parties"), is hereby entered into and shall be effective on the last signature date set forth below.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~ font.

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement on May 8, 2025 (the "Agreement"), based upon ESC Region 19 Allied States Cooperative, as amended, (the "Cooperative Contract") for Maintenance, Repair and Operation (MRO) Equipment, Supplies, Materials and Services ("Equipment and Services"). The terms of the Agreement and the Cooperative Contract, and any amendments thereto, are incorporated herein by reference.

B. The City has determined that additional Equipment and Services are necessary and desires to increase the compensation paid to Contractor.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. The parties agree to amend Paragraph 3 Compensation of the Agreement, as follows:

3. Compensation. The City's payments to the Contractor (if any) shall not exceed an aggregate amount of ~~\$100,000.00~~ **\$300,000.00** for each fiscal year, July 1st through June 30th, for the Equipment and Services at payment rates that shall be agreed upon by the parties.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

4. Conflict of Interest. This Amendment and the Agreement may be canceled by the City pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

“City”

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, City Attorney

“Contractor”

CAPITAL PUMP & EQUIPMENT, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

Date



CITY COUNCIL REPORT

SUBJECT: Purchase Agreement with Solenis LLC for the Purchase of Polymer for Wastewater Treatment

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of a Purchase Agreement with Solenis LLC for the purchase of Polymer used in the City's wastewater treatment processes. The Agreement establishes pricing, terms, and conditions for the delivery of Polymer essential for maintaining regulatory compliance and efficient wastewater operations.

BACKGROUND:

The City of Tolleson operates a wastewater treatment system that requires the ongoing use of Polymer to support solids separation, clarification, and other treatment processes. The City issued Invitation for Bids No. WW 25-01 to procure Polymer at competitive rates.

Solenis LLC submitted a responsive bid and was selected to provide Polymer based on their qualifications and proposed pricing. The Agreement reflects the terms of their successful bid submittal.

DISCUSSION:

The Agreement with Solenis LLC establishes the following key provisions:

- The term is for one (1) year from the effective date, with up to four (4) additional one-year renewal options, subject to City approval and annual budget appropriations.
- The price is set at \$1.687 per pound of Polymer.
- The annual aggregate amount shall not exceed \$250,000 per fiscal year.
- Purchases are made on an as-needed, indefinite quantity basis through City-issued Chemical Orders.
- The Agreement includes standard terms for delivery, inspection, acceptance, warranties, and indemnification, as well as provisions for termination, cancellation, and compliance with state law.

This Agreement ensures reliable access to Polymer necessary for the City's wastewater operations while maintaining fiscal control through defined unit pricing and a capped annual expenditure limit.

BUDGET IMPACT:

The Agreement authorizes purchases up to \$250,000 per year, which will be funded through the approved Utilities Department operating budget for wastewater treatment.

RECOMMENDATION:

Staff recommends approval of the Purchase Agreement with Solenis LLC for the purchase of Polymer for wastewater treatment, with a not-to-exceed amount of \$250,000 per fiscal year.

ATTACHMENTS:

1. 07 08 25 UT - Solenis LLC Polymer Purchase Agreement - End Date 07 09 30

**POLYMER PURCHASE AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
SOLENIS LLC**

THIS PURCHASE AGREEMENT (this “Agreement”) is between the City of Tolleson, an Arizona municipal corporation (the “City”) and Solenis LLC, a Delaware limited liability company (the “Vendor”) (collectively, the “parties”), is hereby entered into and shall be effective on the last signature date set forth below (the “Effective Date”).

RECITALS

- A. The City desires to purchase Polymer (the “Chemical”) for use in wastewater treatment.
- B. The Vendor submitted a response to the City’s Invitation for Bids WW 25-01, offering to supply the Chemical. The Vendor’s bid is attached hereto as Exhibit A and incorporated herein by reference.
- C. The City desires to enter into an Agreement with the Vendor for the Chemical.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall remain in full force and effect for one (1) year from the Effective Date (the “Initial Term”), unless terminated as otherwise provided herein.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive one-year terms (each a “Renewal Term”) if (A) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor requests, in writing, to extend the Agreement for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the City Manager’s, or authorized designee’s, signature thereon, which approval may be

withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the awarded Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By consenting to a Renewal Term in any manner, Vendor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Vendor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Purchase of Chemicals. This is an indefinite quantity and indefinite delivery Agreement for Chemicals. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Vendor shall provide the specific Chemical to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, Chemical order or other form of written agreement describing the Chemical to be delivered (each, a "Chemical Order"). Each Chemical Order shall (i) contain a reference to this Agreement. A Chemical Order submitted without referencing this Agreement will be subject to rejection. Vendor acknowledges and agrees that a Chemical Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, is hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. Chemicals are subject to final inspection and acceptance by the City. Chemicals failing to conform to the requirements of this Agreement will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Chemicals, the City may elect to do any or either of the following by written notice to the Vendor: (i) waive the nonconformance or (ii) bring Chemicals into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Packing. No extra charges shall be made for packaging or packing Chemical unless authority is expressly incorporated into the Chemical Order. Vendor shall be responsible for safe packing that conforms to the requirement of carrier's tariffs. All

shipments must carry the correct quantity, including clear identification of individual components of a multi-part shipment (i.e. 1 of 4, 2 of 4, etc.), product identification, Chemicals Order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate unless otherwise specified or shipper will be charged with excess freight that the City is required to pay.

2.3 Deliveries. Time is of the essence. Chemicals and equipment are for delivery not later than 30 days after receipt of a Chemical Order. The City reserves the right to cancel and reject the goods upon default by Vendor in time, rate or manner of delivery. The City also reserves the right to refuse shipments made in advance of the receipt of the Chemical Order. Vendor shall make deliveries inside to the location designated by the City.

2.4 Quantity. The quantity of goods ordered must not be exceeded or reduced without the City's permission, in writing, except in conformity with acknowledged industry tolerances. The City reserves the right to adjust the quantities as necessary to meet its needs.

2.5 Freight. Unless otherwise agreed to in writing, all delivery terms are FOB Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice. Vendor shall retain title and control of the goods until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damages to the goods and shall assist the Vendor in arranging for inspection. Vendor must be notified of any damage within 30 days of delivery.

2.6 Shipment Under Reservation Prohibited. Vendor is not authorized to ship goods under reservation, and no tender of a bill of lading will operate as a tender of the goods. The City shall only be obligated to pay for goods actually received, unless prior payment has been specifically approved, in writing prior to shipment, by the City Procurement Officer or authorized designee.

2.7 Federal Tax Exemption. As a political subdivision of the State of Arizona, the City is exempt from federal excise tax.

2.8 Waiver. Waiver by the City of a condition in any shipment shall not be considered a waiver of: (A) any other provisions of this Agreement or (B) that condition for subsequent shipments.

2.9 Cancellation. The City reserves the right to cancel any Chemical Order within a reasonable period of time after issuance. Should a Chemical Order be canceled, the City agrees to reimburse the Vendor but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Chemical Order. The City will not reimburse the Vendor for any costs incurred after receipt of the City notice of cancellation, or for lost profits, shipment of product prior to issuance of Chemical Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay the Vendor for the Initial Term, \$1.687 per pound of Polymer. The annual aggregate amount is not to exceed \$250,000.00 per year.

4. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Chemicals, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and (ii) document and itemize all Chemicals delivered and accepted to date. The invoice statement shall include a record of Chemicals delivered in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement will be subject to rejection and may be returned.

5. Price Warranty. Vendor shall notify and give the City the benefit of any price reductions before actual time of shipment. However, if the City authorizes shipment prior to the specified shipment date, the City shall have the advantage of any price reduction prior to the specified shipment date.

6. Quality Warranty. The standard manufacturer's warranty will apply to the goods purchased under this Agreement. In addition, Vendor expressly warrants that all goods furnished under this Agreement shall conform to the specifications, appropriate standards, and shall be new and free from defects in chemical or workmanship. Vendor warrants that all such goods shall conform to any statements made on the cylinders or labels or advertisements for such goods and that any goods will be adequately contained, packaged, marked and labeled. Vendor warrants that all goods furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods of that kind are normally used. If Vendor knows or has reason to know the particular purpose for which City intends to use the goods, Vendor warrants that goods furnished will conform in all respect to samples. Inspection, testing, acceptance or use of the goods furnished hereunder shall not affect the Vendor's obligation under this warranty, and such warranties shall survive inspection, testing, acceptance and use. Vendor's warranty shall run to City, its successors, and assigns. Vendor shall comply with all quality standards set forth in Article III of IFB 25-01.

7. Indemnification. To the fullest extent permitted by law, Vendor further agrees to indemnify and hold harmless the City and each council member, officer, employee or agent

thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the delivery of goods in the performance of this Agreement, including, but not limited to claims or demands arising from (A) accidents occurring on the premises of the City, whether or not caused by the negligence of the Vendor, its agents or employees, or the negligence other than the sole negligence of the City, its agents or employees or that of any other person, firm or entity, (B) claims and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product purchased under this Agreement and, upon written request, Vendor will defend at its own cost and expense any legal action or suit against the City involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits and (C) damages to persons or property resulting from defects in chemical or workmanship.

8. Termination; Cancellation.

8.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

8.2 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. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

8.3 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

8.4 Gratuities. The City may, by written notice to the Vendor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

8.5 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and A.R.S. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Agreement.

9. Miscellaneous.

9.1 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.

9.2 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

9.3 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.

9.4 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid 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.

9.5 Entire Agreement; Interpretation; 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.

9.6 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

9.7 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party

reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

9.8 Liens. All chemicals or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

9.9 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Vendor any amounts Vendor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

9.10 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 the City: City of Tolleson
9055 West Van Buren Street
Tolleson, Arizona 85353
Attn: Crystal Zamora, City Clerk

With copy to: Pierce Coleman PLLC
17851 N. 85th Street, Suite 175
Scottsdale, Arizona 85255
Attn: Justin S. Pierce, City Attorney

If to Vendor: Solenis LLC
500 Hercules Rd.
Wilmington, Delaware 19808
Attn: Wendy S. Mueller

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 subsection. 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.

9.11 Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

9.12 China. Pursuant to and in compliance with A.R.S. § 35-394, Vendor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Vendor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any vendors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Vendor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

9.13 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Proposal, any City-approved invoices, and the RFP, the documents shall govern in the order listed herein.

9.14 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

9.15 Disengagement. In the event the Agreement is terminated by either party, Vendor agrees to confer back to the City all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of City data to the City.

9.16 Survival. The obligations of Vendor under this Section shall survive the termination of the Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“City”

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, City Attorney

“Vendor”

Solenis LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
SOLENIS LLC
Vendor's Bid
See following pages.



CITY COUNCIL REPORT

SUBJECT: Purchase Agreement with Thatcher Company of Arizona, Inc. for the Purchase of Sodium Bisulfite 38% for Wastewater Treatment

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of a Purchase Agreement with Thatcher Company of Arizona, Inc. for the purchase of Sodium Bisulfite 38%, which is essential for the City's wastewater treatment operations.

BACKGROUND:

The City of Tolleson utilizes Sodium Bisulfite 38% as part of its wastewater treatment processes to meet environmental compliance standards and ensure proper treatment performance. The City issued Invitation for Bids No. WW 25-01 to secure competitive pricing for this chemical.

Thatcher Company of Arizona, Inc. submitted a responsive bid and was selected to provide the chemical product based on their qualifications and proposed pricing structure. The agreement reflects the terms outlined in the successful bid.

DISCUSSION:

The Agreement with Thatcher Company of Arizona, Inc. establishes the following key terms:

- The initial term is for one (1) year from the effective date, with the option to renew for up to four (4) additional one-year terms, subject to City approval and annual budget appropriations.
- The price is set at \$2.07 per gallon of Sodium Bisulfite 38%.
- The annual aggregate amount shall not exceed \$200,000 per fiscal year.
- The Agreement allows for purchases on an as-needed, indefinite quantity basis through City-issued Chemical Orders.
- The terms include provisions for product inspection, delivery requirements, warranties, indemnification, and compliance with applicable laws and procurement standards.

This purchase ensures the City maintains access to Sodium Bisulfite 38%, which is necessary for effective wastewater treatment operations.

BUDGET IMPACT:

The Agreement authorizes purchases up to \$200,000 per year, to be funded through the approved Utilities Department budget for wastewater treatment operations.

RECOMMENDATION:

Staff recommends approval of the Purchase Agreement with Thatcher Company of Arizona, Inc. for the purchase of Sodium Bisulfite 38%, with a not-to-exceed amount of \$200,000 per fiscal year.

ATTACHMENTS:

1. 07 08 25 UT - Thatcher Company of Arizona Inc. Sodium Bisulfite 38% Purchase Agreement - End Date
07 09 30

**SODIUM BISULFITE 38% PURCHASE AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
THATCHER COMPANY OF ARIZONA, INC.**

THIS PURCHASE AGREEMENT (this “Agreement”) is between the City of Tolleson, an Arizona municipal corporation (the “City”) and Thatcher Company of Arizona, Inc., an Arizona corporation (the “Vendor”) (collectively, the “parties”), is hereby entered into and shall be effective on the last signature date set forth below (the “Effective Date”).

RECITALS

A. The City desires to purchase Sodium Bisulfite 38% (the “Chemical”) for use in wastewater treatment.

B. The Vendor submitted a response to the City’s Invitation for Bids WW 25-01, offering to supply the Chemical. The Vendor’s bid is attached hereto as Exhibit A and incorporated herein by reference.

C. The City desires to enter into an Agreement with the Vendor for the Chemical.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall remain in full force and effect for one (1) year from the Effective Date (the “Initial Term”), unless terminated as otherwise provided herein.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive one-year terms (each a “Renewal Term”) if (A) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the “then-current” term of the Agreement, the Vendor requests, in writing, to extend the Agreement for an additional one-year term, and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the City Manager’s, or authorized designee’s, signature thereon, which approval may be

withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the awarded Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By consenting to a Renewal Term in any manner, Vendor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Vendor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Purchase of Chemicals. This is an indefinite quantity and indefinite delivery Agreement for Chemicals. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Vendor shall provide the specific Chemical to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, Chemical order or other form of written agreement describing the Chemical to be delivered (each, a "Chemical Order"). Each Chemical Order shall (i) contain a reference to this Agreement. A Chemical Order submitted without referencing this Agreement will be subject to rejection. Vendor acknowledges and agrees that a Chemical Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, is hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. Chemicals are subject to final inspection and acceptance by the City. Chemicals failing to conform to the requirements of this Agreement will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Chemicals, the City may elect to do any or either of the following by written notice to the Vendor: (i) waive the nonconformance or (ii) bring Chemicals into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Packing. No extra charges shall be made for packaging or packing Chemical unless authority is expressly incorporated into the Chemical Order. Vendor shall be responsible for safe packing that conforms to the requirement of carrier's tariffs. All

shipments must carry the correct quantity, including clear identification of individual components of a multi-part shipment (i.e. 1 of 4, 2 of 4, etc.), product identification, Chemicals Order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate unless otherwise specified or shipper will be charged with excess freight that the City is required to pay.

2.3 Deliveries. Time is of the essence. Chemicals and equipment are for delivery not later than 30 days after receipt of a Chemical Order. The City reserves the right to cancel and reject the goods upon default by Vendor in time, rate or manner of delivery. The City also reserves the right to refuse shipments made in advance of the receipt of the Chemical Order. Vendor shall make deliveries inside to the location designated by the City.

2.4 Quantity. The quantity of goods ordered must not be exceeded or reduced without the City's permission, in writing, except in conformity with acknowledged industry tolerances. The City reserves the right to adjust the quantities as necessary to meet its needs.

2.5 Freight. Unless otherwise agreed to in writing, all delivery terms are FOB Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice. Vendor shall retain title and control of the goods until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damages to the goods and shall assist the Vendor in arranging for inspection. Vendor must be notified of any damage within 30 days of delivery.

2.6 Shipment Under Reservation Prohibited. Vendor is not authorized to ship goods under reservation, and no tender of a bill of lading will operate as a tender of the goods. The City shall only be obligated to pay for goods actually received, unless prior payment has been specifically approved, in writing prior to shipment, by the City Procurement Officer or authorized designee.

2.7 Federal Tax Exemption. As a political subdivision of the State of Arizona, the City is exempt from federal excise tax.

2.8 Waiver. Waiver by the City of a condition in any shipment shall not be considered a waiver of: (A) any other provisions of this Agreement or (B) that condition for subsequent shipments.

2.9 Cancellation. The City reserves the right to cancel any Chemical Order within a reasonable period of time after issuance. Should a Chemical Order be canceled, the City agrees to reimburse the Vendor but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Chemical Order. The City will not reimburse the Vendor for any costs incurred after receipt of the City notice of cancellation, or for lost profits, shipment of product prior to issuance of Chemical Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay the Vendor for the Initial Term, \$2.07 per Gallon of Sodium Bisulfite (38%). The annual aggregate amount is not to exceed \$200,000.00 per year.

4. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Chemicals, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and (ii) document and itemize all Chemicals delivered and accepted to date. The invoice statement shall include a record of Chemicals delivered in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement will be subject to rejection and may be returned.

5. Price Warranty. Vendor shall notify and give the City the benefit of any price reductions before actual time of shipment. However, if the City authorizes shipment prior to the specified shipment date, the City shall have the advantage of any price reduction prior to the specified shipment date.

6. Quality Warranty. The standard manufacturer's warranty will apply to the goods purchased under this Agreement. In addition, Vendor expressly warrants that all goods furnished under this Agreement shall conform to the specifications, appropriate standards, and shall be new and free from defects in chemical or workmanship. Vendor warrants that all such goods shall conform to any statements made on the cylinders or labels or advertisements for such goods and that any goods will be adequately contained, packaged, marked and labeled. Vendor warrants that all goods furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods of that kind are normally used. If Vendor knows or has reason to know the particular purpose for which City intends to use the goods, Vendor warrants that goods furnished will conform in all respect to samples. Inspection, testing, acceptance or use of the goods furnished hereunder shall not affect the Vendor's obligation under this warranty, and such warranties shall survive inspection, testing, acceptance and use. Vendor's warranty shall run to City, its successors, and assigns. Vendor shall comply with all quality standards set forth in Article III of IFB 25-01.

7. Indemnification. To the fullest extent permitted by law, Vendor further agrees to indemnify and hold harmless the City and each council member, officer, employee or agent

thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the delivery of goods in the performance of this Agreement, including, but not limited to claims or demands arising from (A) accidents occurring on the premises of the City, whether or not caused by the negligence of the Vendor, its agents or employees, or the negligence other than the sole negligence of the City, its agents or employees or that of any other person, firm or entity, (B) claims and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product purchased under this Agreement and, upon written request, Vendor will defend at its own cost and expense any legal action or suit against the City involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits and (C) damages to persons or property resulting from defects in chemical or workmanship.

8. Termination; Cancellation.

8.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

8.2 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. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

8.3 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

8.4 Gratuities. The City may, by written notice to the Vendor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

8.5 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and A.R.S. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Agreement.

9. Miscellaneous.

9.1 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.

9.2 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

9.3 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.

9.4 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid 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.

9.5 Entire Agreement; Interpretation; 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.

9.6 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

9.7 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party

reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

9.8 Liens. All chemicals or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

9.9 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Vendor any amounts Vendor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

9.10 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 the City: City of Tolleson
9055 West Van Buren Street
Tolleson, Arizona 85353
Attn: Crystal Zamora, City Clerk

With copy to: Pierce Coleman PLLC
17851 North 85th Street, Suite 175
Scottsdale, Arizona 85255
Attn: Justin S. Pierce, City Attorney

If to Vendor: Thatcher Company of Arizona, Inc.
6321 South Rainbow Road
Buckeye, Arizona 85326-3415
Attn: Wendy Richmond

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 subsection. 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.

9.11 Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

9.12 China. Pursuant to and in compliance with A.R.S. § 35-394, Vendor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Vendor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any vendors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Vendor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

9.13 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Proposal, any City-approved invoices, and the RFP, the documents shall govern in the order listed herein.

9.14 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

9.15 Disengagement. In the event the Agreement is terminated by either party, Vendor agrees to confer back to the City all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of City data to the City.

9.16 Survival. The obligations of Vendor under this Section shall survive the termination of the Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last set forth below.

“City”

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, City Attorney

“Vendor”

THATCHER COMPANY OF ARIZONA, INC.,
an Arizona corporation

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
THATCHER COMPANY OF ARIZONA, INC.

Vendor's Bid

See following pages.



CITY COUNCIL REPORT

SUBJECT: Purchase Agreement with Thatcher Company of Arizona, Inc. for the Purchase of Sodium Hydroxide 50% for Wastewater Treatment

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of a Purchase Agreement with Thatcher Company of Arizona, Inc. for the purchase of Sodium Hydroxide 50%, which is a critical chemical used in the City's wastewater treatment operations.

BACKGROUND:

Sodium Hydroxide 50% is essential for pH control and other wastewater treatment processes that ensure the City complies with environmental regulations. The City issued Invitation for Bids No. WW 25-01 to secure competitive pricing for the ongoing supply of this chemical.

Thatcher Company of Arizona, Inc. submitted a responsive bid and was selected to provide Sodium Hydroxide 50% based on qualifications and proposed pricing. The Agreement reflects the terms outlined in the vendor's successful bid submittal.

DISCUSSION:

The Agreement with Thatcher Company of Arizona, Inc. establishes the following terms:

- The initial term is one (1) year from the effective date, with up to four (4) additional one-year renewal options, subject to City approval and annual budget appropriations.
- The price is set at \$2.61 per gallon of Sodium Hydroxide 50%.
- The annual aggregate amount shall not exceed \$200,000 per fiscal year.
- The Agreement allows for purchases on an as-needed, indefinite quantity basis through City-issued Chemical Orders.
- The terms include product inspection requirements, delivery obligations, warranties, indemnification, and compliance with all applicable laws and procurement standards.

This purchase ensures that the City can obtain Sodium Hydroxide 50% in a timely and cost-controlled manner, supporting the continuous operation of the wastewater treatment system.

BUDGET IMPACT:

The Agreement authorizes purchases up to \$200,000 annually, funded through the approved Utilities Department budget for wastewater treatment operations.

RECOMMENDATION:

Staff recommends approval of the Purchase Agreement with Thatcher Company of Arizona, Inc. for the purchase of Sodium Hydroxide 50%, with a not-to-exceed amount of \$200,000 per fiscal year.

ATTACHMENTS:

1. 07 08 25 UT - Thatcher Company of Arizona Inc. Sodium Hydroxide 50% Purchase Agreement - End Date 07 09 30

**SODIUM HYDROXIDE 50% PURCHASE AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
THATCHER COMPANY OF ARIZONA, INC.**

THIS PURCHASE AGREEMENT (this “Agreement”) is between the City of Tolleson, an Arizona municipal corporation (the “City”) and Thatcher Company of Arizona, Inc., an Arizona corporation (the “Vendor”) (collectively, the “parties”), is hereby entered into and shall be effective on the last signature date set forth below (the “Effective Date”).

RECITALS

- A. The City desires to purchase Sodium Hydroxide 50% (the “Chemical”) for use in wastewater treatment.
- B. The Vendor submitted a response to the City’s Invitation for Bids WW 25-01, offering to supply the Chemical. The Vendor’s bid is attached hereto as Exhibit A and incorporated herein by reference.
- C. The City desires to enter into an Agreement with the Vendor for the Chemical.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall remain in full force and effect for one (1) year from the Effective Date (the “Initial Term”), unless terminated as otherwise provided herein.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive one-year terms (each a “Renewal Term”) if (A) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor requests, in writing, to extend the Agreement for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the City Manager’s, or authorized designee’s, signature thereon, which approval may be

withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the awarded Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By consenting to a Renewal Term in any manner, Vendor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Vendor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Purchase of Chemicals. This is an indefinite quantity and indefinite delivery Agreement for Chemicals. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Vendor shall provide the specific Chemical to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, Chemical order or other form of written agreement describing the Chemical to be delivered (each, a "Chemical Order"). Each Chemical Order shall (i) contain a reference to this Agreement. A Chemical Order submitted without referencing this Agreement will be subject to rejection. Vendor acknowledges and agrees that a Chemical Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, is hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. Chemicals are subject to final inspection and acceptance by the City. Chemicals failing to conform to the requirements of this Agreement will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Chemicals, the City may elect to do any or either of the following by written notice to the Vendor: (i) waive the nonconformance or (ii) bring Chemicals into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Packing. No extra charges shall be made for packaging or packing Chemical unless authority is expressly incorporated into the Chemical Order. Vendor shall be responsible for safe packing that conforms to the requirement of carrier's tariffs. All

shipments must carry the correct quantity, including clear identification of individual components of a multi-part shipment (i.e. 1 of 4, 2 of 4, etc.), product identification, Chemicals Order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate unless otherwise specified or shipper will be charged with excess freight that the City is required to pay.

2.3 Deliveries. Time is of the essence. Chemicals and equipment are for delivery not later than 30 days after receipt of a Chemical Order. The City reserves the right to cancel and reject the goods upon default by Vendor in time, rate or manner of delivery. The City also reserves the right to refuse shipments made in advance of the receipt of the Chemical Order. Vendor shall make deliveries inside to the location designated by the City.

2.4 Quantity. The quantity of goods ordered must not be exceeded or reduced without the City's permission, in writing, except in conformity with acknowledged industry tolerances. The City reserves the right to adjust the quantities as necessary to meet its needs.

2.5 Freight. Unless otherwise agreed to in writing, all delivery terms are FOB Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice. Vendor shall retain title and control of the goods until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damages to the goods and shall assist the Vendor in arranging for inspection. Vendor must be notified of any damage within 30 days of delivery.

2.6 Shipment Under Reservation Prohibited. Vendor is not authorized to ship goods under reservation, and no tender of a bill of lading will operate as a tender of the goods. The City shall only be obligated to pay for goods actually received, unless prior payment has been specifically approved, in writing prior to shipment, by the City Procurement Officer or authorized designee.

2.7 Federal Tax Exemption. As a political subdivision of the State of Arizona, the City is exempt from federal excise tax.

2.8 Waiver. Waiver by the City of a condition in any shipment shall not be considered a waiver of: (A) any other provisions of this Agreement or (B) that condition for subsequent shipments.

2.9 Cancellation. The City reserves the right to cancel any Chemical Order within a reasonable period of time after issuance. Should a Chemical Order be canceled, the City agrees to reimburse the Vendor but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Chemical Order. The City will not reimburse the Vendor for any costs incurred after receipt of the City notice of cancellation, or for lost profits, shipment of product prior to issuance of Chemical Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay the Vendor for the Initial Term, \$2.61 per Gallon of Sodium Hydroxide (50%). The annual aggregate amount is not to exceed \$200,000.00 per year.

4. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Chemicals, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and (ii) document and itemize all Chemicals delivered and accepted to date. The invoice statement shall include a record of Chemicals delivered in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement will be subject to rejection and may be returned.

5. Price Warranty. Vendor shall notify and give the City the benefit of any price reductions before actual time of shipment. However, if the City authorizes shipment prior to the specified shipment date, the City shall have the advantage of any price reduction prior to the specified shipment date.

6. Quality Warranty. The standard manufacturer's warranty will apply to the goods purchased under this Agreement. In addition, Vendor expressly warrants that all goods furnished under this Agreement shall conform to the specifications, appropriate standards, and shall be new and free from defects in chemical or workmanship. Vendor warrants that all such goods shall conform to any statements made on the cylinders or labels or advertisements for such goods and that any goods will be adequately contained, packaged, marked and labeled. Vendor warrants that all goods furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods of that kind are normally used. If Vendor knows or has reason to know the particular purpose for which City intends to use the goods, Vendor warrants that goods furnished will conform in all respect to samples. Inspection, testing, acceptance or use of the goods furnished hereunder shall not affect the Vendor's obligation under this warranty, and such warranties shall survive inspection, testing, acceptance and use. Vendor's warranty shall run to City, its successors, and assigns. Vendor shall comply with all quality standards set forth in Article III of IFB 25-01.

7. Indemnification. To the fullest extent permitted by law, Vendor further agrees to indemnify and hold harmless the City and each council member, officer, employee or agent

thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the delivery of goods in the performance of this Agreement, including, but not limited to claims or demands arising from (A) accidents occurring on the premises of the City, whether or not caused by the negligence of the Vendor, its agents or employees, or the negligence other than the sole negligence of the City, its agents or employees or that of any other person, firm or entity, (B) claims and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product purchased under this Agreement and, upon written request, Vendor will defend at its own cost and expense any legal action or suit against the City involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits and (C) damages to persons or property resulting from defects in chemical or workmanship.

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8.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

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8.3 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

8.4 Gratuities. The City may, by written notice to the Vendor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

8.5 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and A.R.S. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Agreement.

9. Miscellaneous.

9.1 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.

9.2 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

9.3 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.

9.4 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid 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.

9.5 Entire Agreement; Interpretation; 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.

9.6 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

9.7 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party

reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

9.8 Liens. All chemicals or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

9.9 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Vendor any amounts Vendor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

9.10 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 the City: City of Tolleson
 9055 West Van Buren Street
 Tolleson, Arizona 85353
 Attn: Crystal Zamora, City Clerk

With copy to: Pierce Coleman PLLC
 17851 North 85th Street, Suite 175
 Scottsdale, Arizona 85255
 Attn: Justin S. Pierce, City Attorney

If to Vendor: Thatcher Company of Arizona, Inc.
 6321 South Rainbow Road
 Buckeye, Arizona 85326-3415
 Attn: Wendy Richmond

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 subsection. 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.

9.11 Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

9.12 China. Pursuant to and in compliance with A.R.S. § 35-394, Vendor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Vendor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any vendors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Vendor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

9.13 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Proposal, any City-approved invoices, and the RFP, the documents shall govern in the order listed herein.

9.14 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

9.15 Disengagement. In the event the Agreement is terminated by either party, Vendor agrees to confer back to the City all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of City data to the City.

9.16 Survival. The obligations of Vendor under this Section shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last set forth below.

“City”

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, City Attorney

“Vendor”

THATCHER COMPANY OF ARIZONA, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
THATCHER COMPANY OF ARIZONA, INC.

Vendor's Bid

See following pages.



CITY COUNCIL REPORT

SUBJECT: Purchase Agreement with Univar Solutions USA LLC for the Purchase of Sodium Hydroxide 25% for Wastewater Treatment

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of a Purchase Agreement with Univar Solutions USA LLC for the purchase of Sodium Hydroxide 25%, which is required for the City's wastewater treatment processes to maintain regulatory compliance and operational efficiency.

BACKGROUND:

Sodium Hydroxide 25% is a key chemical utilized by the City to control pH levels and support wastewater treatment operations. To ensure competitive pricing and reliable supply, the City issued Invitation for Bids No. WW 25-01.

Univar Solutions USA LLC submitted a responsive and competitive bid and was selected to provide Sodium Hydroxide 25% based on qualifications and pricing. The Agreement reflects the vendor's successful bid submission and terms.

DISCUSSION:

The Agreement with Univar Solutions USA LLC includes the following terms:

- The initial term is one (1) year from the effective date, with up to four (4) additional one-year renewal options, subject to City approval and annual budget appropriations.
- The price is set at \$1.3662 per gallon of Sodium Hydroxide 25%.
- The annual aggregate amount shall not exceed \$200,000 per fiscal year.
- Purchases are made on an as-needed, indefinite quantity basis through City-issued Chemical Orders.
- The Agreement includes standard terms related to product inspection, delivery, warranties, indemnification, and compliance with applicable procurement and legal requirements.

This agreement provides for the continued and cost-controlled procurement of Sodium Hydroxide 25%, essential to the City's wastewater treatment system.

BUDGET IMPACT:

The Agreement authorizes purchases up to \$200,000 annually, to be funded through the approved Utilities Department operating budget for wastewater treatment.

RECOMMENDATION:

Staff recommends approval of the Purchase Agreement with Univar Solutions USA LLC for the purchase of Sodium Hydroxide 25%, with a not-to-exceed amount of \$200,000 per fiscal year.

ATTACHMENTS:

1. 07 08 25 UT - Univar Solutions USA LLC Sodium Hydroxide 25% Purchase Agreement - End Date 07 09 30

**SODIUM HYDROXIDE 25% PURCHASE AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
UNIVAR SOLUTIONS USA LLC**

THIS PURCHASE AGREEMENT (this “Agreement”) is between the City of Tolleson, an Arizona municipal corporation (the “City”) and Univar Solutions USA LLC, an Illinois limited liability company, (the “Vendor”), (collectively, the “parties”), is hereby entered into and shall be effective on the last signature date set forth below (the “Effective Date”).

RECITALS

A. The City desires to purchase Sodium Hydroxide 25% (the “Chemical”) for use in wastewater treatment.

B. The Vendor submitted a response to the City’s Invitation for Bids WW 25-01, offering to supply the Chemical. The Vendor’s bid is attached hereto as Exhibit A and incorporated herein by reference.

C. The City desires to enter into an Agreement with the Vendor for the Chemical.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall remain in full force and effect for one (1) year from the Effective Date (the “Initial Term”), unless terminated as otherwise provided herein.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive one-year terms (each a “Renewal Term”) if (A) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor requests, in writing, to extend the Agreement for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the City Manager’s, or authorized designee’s, signature thereon, which approval may be

withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the awarded Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By consenting to a Renewal Term in any manner, Vendor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Vendor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Purchase of Chemicals. This is an indefinite quantity and indefinite delivery Agreement for Chemicals. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Vendor shall provide the specific Chemical to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, Chemical order or other form of written agreement describing the Chemical to be delivered (each, a "Chemical Order"). Each Chemical Order shall (i) contain a reference to this Agreement. A Chemical Order submitted without referencing this Agreement will be subject to rejection. Vendor acknowledges and agrees that a Chemical Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, is hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. Chemicals are subject to final inspection and acceptance by the City. Chemicals failing to conform to the requirements of this Agreement will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Chemicals, the City may elect to do any or either of the following by written notice to the Vendor: (i) waive the nonconformance or (ii) bring Chemicals into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Packing. No extra charges shall be made for packaging or packing Chemical unless authority is expressly incorporated into the Chemical Order. Vendor shall be responsible for safe packing that conforms to the requirement of carrier's tariffs. All

shipments must carry the correct quantity, including clear identification of individual components of a multi-part shipment (i.e. 1 of 4, 2 of 4, etc.), product identification, Chemicals Order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate unless otherwise specified or shipper will be charged with excess freight that the City is required to pay.

2.3 Deliveries. Time is of the essence. Chemicals and equipment are for delivery not later than 30 days after receipt of a Chemical Order. The City reserves the right to cancel and reject the goods upon default by Vendor in time, rate or manner of delivery. The City also reserves the right to refuse shipments made in advance of the receipt of the Chemical Order. Vendor shall make deliveries inside to the location designated by the City.

2.4 Quantity. The quantity of goods ordered must not be exceeded or reduced without the City's permission, in writing, except in conformity with acknowledged industry tolerances. The City reserves the right to adjust the quantities as necessary to meet its needs.

2.5 Freight. Unless otherwise agreed to in writing, all delivery terms are FOB Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice. Vendor shall retain title and control of the goods until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damages to the goods and shall assist the Vendor in arranging for inspection. Vendor must be notified of any damage within 30 days of delivery.

2.6 Shipment Under Reservation Prohibited. Vendor is not authorized to ship goods under reservation, and no tender of a bill of lading will operate as a tender of the goods. The City shall only be obligated to pay for goods actually received, unless prior payment has been specifically approved, in writing prior to shipment, by the City Procurement Officer or authorized designee.

2.7 Federal Tax Exemption. As a political subdivision of the State of Arizona, the City is exempt from federal excise tax.

2.8 Waiver. Waiver by the City of a condition in any shipment shall not be considered a waiver of: (A) any other provisions of this Agreement or (B) that condition for subsequent shipments.

2.9 Cancellation. The City reserves the right to cancel any Chemical Order within a reasonable period of time after issuance. Should a Chemical Order be canceled, the City agrees to reimburse the Vendor but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Chemical Order. The City will not reimburse the Vendor for any costs incurred after receipt of the City notice of cancellation, or for lost profits, shipment of product prior to issuance of Chemical Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay the Vendor for the Initial Term, \$1.3662 per Gallon of Sodium Hydroxide (25%). The annual aggregate amount is not to exceed \$200,000.00 per year.

4. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Chemicals, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and (ii) document and itemize all Chemicals delivered and accepted to date. The invoice statement shall include a record of Chemicals delivered in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement will be subject to rejection and may be returned.

5. Price Warranty. Vendor shall notify and give the City the benefit of any price reductions before actual time of shipment. However, if the City authorizes shipment prior to the specified shipment date, the City shall have the advantage of any price reduction prior to the specified shipment date.

6. Quality Warranty. The standard manufacturer's warranty will apply to the goods purchased under this Agreement. In addition, Vendor expressly warrants that all goods furnished under this Agreement shall conform to the specifications, appropriate standards, and shall be new and free from defects in chemical or workmanship. Vendor warrants that all such goods shall conform to any statements made on the cylinders or labels or advertisements for such goods and that any goods will be adequately contained, packaged, marked and labeled. Vendor warrants that all goods furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods of that kind are normally used. If Vendor knows or has reason to know the particular purpose for which City intends to use the goods, Vendor warrants that goods furnished will conform in all respect to samples. Inspection, testing, acceptance or use of the goods furnished hereunder shall not affect the Vendor's obligation under this warranty, and such warranties shall survive inspection, testing, acceptance and use. Vendor's warranty shall run to City, its successors, and assigns. Vendor shall comply with all quality standards set forth in Article III of IFB 25-01.

7. Indemnification. To the fullest extent permitted by law, Vendor further agrees to indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the delivery of goods in the performance of this Agreement, including, but not limited to claims or demands arising from (A) accidents occurring on the premises of the City, whether or not caused by the negligence of the Vendor, its agents or employees, or the negligence other than the sole negligence of the City, its agents or employees or that of any other person, firm or entity, (B) claims and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product purchased under this Agreement and, upon written request, Vendor will defend at its own cost and expense any legal action or suit against the City involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits and (C) damages to persons or property resulting from defects in chemical or workmanship.

8. Termination; Cancellation.

8.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

8.2 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. In the event

of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

8.3 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

8.4 Gratuities. The City may, by written notice to the Vendor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

8.5 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and A.R.S. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Agreement.

9. Miscellaneous.

9.1 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.

9.2 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

9.3 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.

9.4 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid 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.

9.5 Entire Agreement; Interpretation; 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.

9.6 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

9.7 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party

reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

9.8 Liens. All chemicals or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

9.9 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Vendor any amounts Vendor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

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

With copy to: Pierce Coleman PLLC
17851 North 85th Street, Suite 175
Scottsdale, Arizona 85255
Attn: Justin S. Pierce, City Attorney

If to Vendor: Univar Solutions USA LLC
3075 Highland Parkway, Suite 200
Downers Grove, Illinois 60515
Attn: Jennifer Perras

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 subsection. 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.

9.11 Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

9.12 China. Pursuant to and in compliance with A.R.S. § 35-394, Vendor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Vendor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any vendors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Vendor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

9.13 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Proposal, any City-approved invoices, and the RFP, the documents shall govern in the order listed herein.

9.14 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

9.15 Disengagement. In the event the Agreement is terminated by either party, Vendor agrees to confer back to the City all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of City data to the City.

9.16 Survival. The obligations of Vendor under this Section shall survive the termination of the Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last set forth below.

“City”

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, City Attorney

“Vendor”

UNIVAR SOLUTIONS USA LLC,
an Illinois limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
UNIVAR SOLUTIONS USA LLC

Vendor's Bid

See following pages.



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2611 - TASSA Articles of Incorporation and Bylaws

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Pilar Sinawi, Deputy City Manager/Chief Government Affairs Officer

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

To seek Council approval to formally establish the Tolleson Alliance Against Substance Abuse (TAASA) as a nonprofit corporation by adopting the Articles of Incorporation and Bylaws for TAASA and appointing Incorporators and the initial Board of Directors.

BACKGROUND:

The City of Tolleson recognizes the critical need to address substance abuse challenges within the community through education, prevention, intervention, and support services. To further this mission, the City is establishing the Tolleson Alliance Against Substance Abuse (TAASA), a nonprofit organization operating under City oversight.

TAASA will serve as a community-driven initiative providing resources, outreach, and programs aimed at reducing substance abuse and its impacts. Incorporating TAASA allows the organization to operate with greater structure, pursue grant opportunities, and coordinate its efforts in alignment with City policies.

DISCUSSION:

Resolution No. 2611 authorizes:

- The adoption of the Articles of Incorporation of TAASA, a nonprofit corporation in Arizona.
- The approval of TAASA's Bylaws, which establish the governance framework, including board composition, officer roles, meeting requirements, and program priorities.
- The appointment of Incorporators to complete the legal filing process with the Arizona Corporation Commission.
- The appointment of the initial Board of Directors, responsible for overseeing organizational activities, approving policies, and ensuring compliance.

Initial Incorporators:

Reyes Medrano Jr.

Adolfo Gamez

Jimmy Davis

Initial Board of Directors:

Adolfo Gamez – 3-year term

Jimmy Davis – 2-year term

The Board will expand to include representatives from the City Council, business community, health services, education sector, and community members, as outlined in the Bylaws.

TAASA will operate under City oversight with a staff liaison serving as Board Secretary. The organization's work will focus on prevention education, treatment awareness, support services, job training for individuals in recovery, and harm reduction initiatives.

BUDGET IMPACT:

There is no immediate fiscal impact. TAASA will be funded through grants, donations, and municipal allocations as approved by the City of Tolleson.

RECOMMENDATION:

It is recommended that Council adopt Resolution No. 2611, thereby:

- Approving the formation of TAASA as a nonprofit corporation.
- Adopting the Articles of Incorporation and Bylaws of TAASA.
- Appointing the Incorporators and initial members of the Board of Directors.

ATTACHMENTS:

1. Res 2611 Tolleson Alliance Against Substance Abuse (TAASA) Articles of Incorporation and Bylaws 07 08 25

RESOLUTION NO. 2611

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, ADOPTING THE ARTICLES OF INCORPORATION OF THE TOLLESON ALLIANCE AGAINST SUBSTANCE ABUSE (TAASA); APPROVING THE BYLAWS OF TAASA; AND APPOINTING INCORPORATORS AND THE BOARD OF DIRECTORS FOR TAASA.

WHEREAS, the Mayor and Common Council of the City of Tolleson, Arizona, (the “City”), has received and duly considered the proposed Articles of Incorporation of the Tolleson Alliance Against Substance Abuse (the “Corporation”), a copy of which is attached as Exhibit A and the proposed Bylaws of the Corporation, a copy of which is attached as Exhibit B; and

WHEREAS, it is incumbent upon the Mayor and Common Council of the City to approve such Articles of Incorporation of the Corporation and authorize the filing of such Articles of Incorporation with the Arizona Corporation Commission, to approve such Bylaws of the Corporation, to appoint the incorporators of the Corporation and to appoint the initial Board of Directors of the Corporation; and

WHEREAS, the Mayor and Common Council of the City has determined that it is wise, expedient, advisable and in the public interest of the City and the residents thereof that the Corporation be incorporated as provided by law;

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

Section 1. The formation of the Corporation is hereby approved.

Section 2. The Articles of Incorporation of the Corporation, in the form attached as Exhibit A, are hereby adopted.

Section 3. The Bylaws of the Corporation, in the form attached as Exhibit B, are hereby approved.

Section 4. The following named individuals, all of whom are, or shall before they vote on any matter be, residents of the City are hereby approved as the incorporators of the Corporation, and they are authorized to have proceeded with the incorporation of the Corporation as prescribed in Chapter 25, Title 10, Arizona Revised Statutes, as amended:

1. Reyes Medrano, Jr.
2. Adolfo Gamez
3. Jimmy Davis

Section 5. The following named individuals, all of whom are, or shall before they vote on any matter, be approved as appointed and elected as initial members of the Board of Directors of the Corporation for the term set forth beside their names:

<u>Name</u>	<u>Term (Years)</u>
Adolfo Gamez	3
Jimmy Davis	2

Section 6. The incorporators and directors of the Corporation are hereby authorized, empowered and directed, in the name of and on behalf of the Corporation, to take such action as may be necessary or desirable to carry out the intents and purposes of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 8th day of July, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2611

[Articles of Incorporation]

See following pages.

ARTICLES OF INCORPORATION NONPROFIT CORPORATION

Read the Instructions [C011i](#)

- 1. ENTITY NAME** – see [Instructions C011i](#) for naming requirements – give the exact name of the corporation:

Tolleson Alliance Against Substance Abuse (TAASA), an Arizona nonprofit corporation

- 2. CHARACTER OF AFFAIRS** - briefly describe the character of affairs the corporation initially intends to conduct in Arizona. **NOTE** that the character of affairs that the corporation ultimately conducts is not limited by the description provided.

The organization will work to address substance abuse challenges identified within the community.

- 3. MEMBERS – check one:** ☐ The corporation WILL have members.
☒ The corporation WILL NOT have members.

4. ARIZONA KNOWN PLACE OF BUSINESS ADDRESS:

- 4.1** Is the Arizona known place of business address the same as the **street address** of the statutory agent?

- ☐ Yes – go to number 5 and continue
☒ No – go to number 4.2 and continue

- 4.2** If you answered “**No**” to number 4.1, give the **physical or street address** (not a P.O. Box) of the known place of business of the corporation in Arizona:

Attention (optional)			
9055 W. Van Buren Street			
Address 1			
Address 2 (optional)		State or Province	Zip
Tolleson		AZ	85353
City	Country		
	UNITED STATES		

5. DIRECTORS - list the **name and business address** of each and every Director of the corporation. If more space is needed, check this box ☐ and complete and attach the [Director Attachment form C082](#).

Adolfo Gamez				Jimmy Davis			
Name 9055 W. Van Buren Street				Name 9055 W. Van Buren Street			
Address 1				Address 1			
Address 2 (optional) Tolleson		AZ	85353	Address 2 (optional) Tolleson		AZ	85353
City		State or Province	Zip	City		State or Province	Zip
Country				Country			
Name				Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country				Country			
Name				Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country				Country			

6. STATUTORY AGENT – [see Instructions C011i](#)

6.1 REQUIRED – give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the statutory agent:				6.2 OPTIONAL – mailing address in Arizona of statutory agent (can be a P.O. Box):			
Statutory Agent Name (required) Pierce Coleman PLLC				Attention (optional)			
Attention (optional) Justin Pierce							
Address 1 17851 North 85th Street, Suite 175				Address 1			
Address 2 (optional)		AZ	85255	Address 2 (optional)		State	Zip
City	Scottsdale	State	Zip	City		State	Zip
6.3 REQUIRED - the Statutory Agent Acceptance form M002 must be submitted along with these Articles of Incorporation.							

7. **REQUIRED** - you must complete and submit with the Articles a **Certificate of Disclosure**. The Articles will be rejected if the Certificate of Disclosure is not simultaneously submitted.

8. **INCORPORATORS** - list the **name and address**, and the **signature**, of each and every incorporator - minimum of one is required. If more space is needed, check this box ☒ and complete and attach the **Incorporator Attachment** form C084.

Reyes Medrano Jr.

Name

9055 West Van Buren Street

Address 1

Address 2 (optional)

Tolleson

AZ

85353

City

State

Zip

Country

SIGNATURE - [see Instructions C011i:](#)

By checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with Arizona law.

☒ I ACCEPT

Signature

Printed Name

Date

Adolfo Gamez

Name

9055 W. Van Buren Street

Address 1

Address 2 (optional)

Tolleson

AZ

85353

City

State

Zip

Country

SIGNATURE - [see Instructions C011i:](#)

By checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with Arizona law.

☒ I ACCEPT

Signature

Printed Name

Date

Expedited or Same Day/Next Day services are available for an additional fee – see Instructions or Cover sheet for prices.

Filing Fee: \$40.00 (regular processing)

All fees are nonrefundable - see Instructions.

Mail: Arizona Corporation Commission - Examination Section
1300 W. Washington St., Phoenix, Arizona 85007
Fax (for Regular or Expedite Service ONLY): 602-542-4100
Fax (for Same Day/Next Day Service ONLY): 602-542-0900

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection. If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

EXHIBIT B
TO
RESOLUTION NO. 2611

[Bylaws]

See following pages.

Bylaws of Tolleson Alliance Against Substance Abuse (TAASA)

Article I: Name and Purpose

Section 1. Name

The name of the organization shall be Tolleson Alliance Against Substance Abuse (TAASA).

Section 2. Purpose

TAASA is a nonprofit organization overseen by the City of Tolleson dedicated to combating substance abuse through prevention, intervention, education, and community engagement. The organization will work to address substance abuse challenges identified within the community by providing resources and support services.

Article II: Governance and Oversight

Section 1. Oversight by the City of Tolleson

TAASA shall operate under the oversight of the City of Tolleson to ensure alignment with municipal policies and initiatives, represented by a City of Tolleson staff liaison appointed by City Management. The staff liaison will serve as secretary to the board.

Section 2. Board of Directors

TAASA shall be governed by a Board of Directors consisting of 7 members.

- 2 members of the Tolleson city council
- 2 Tolleson community representatives
- 1 member of the business community
- 1 health and/or health services professional
- 1 educational professional

Section 3. Duties of the Board

The Board of Directors shall oversee all organizational activities, approve funding and expenditures, establish policies, and ensure compliance with local and state laws.

Section 4. Officers

The Board of Directors shall elect from among its members the following officers: Chair, Vice Chair, and Treasurer. The appointed City staff liaison shall serve as Secretary.

- **Chair:** Must be one of the Tolleson City Council members serving on the board. The Chair presides over all meetings, sets meeting agendas in collaboration with the staff liaison, and represents the organization in public matters as needed.
- **Vice Chair:** Must be one of the Tolleson City Council members serving on the board. The Vice Chair assists the Chair and assumes the Chair's duties in their absence.
- **Secretary:** The City-appointed staff liaison shall serve as Secretary, responsible for recording meeting minutes, maintaining records, and ensuring communication with City departments.
- **Treasurer:** Oversees the financial matters of the organization, in coordination with the Secretary, and presents quarterly financial updates to the Board.

Officers shall serve a one two-year term and may be re-elected without term limits.

Section 4. Term Limits

Board members will serve two-year terms with no term limits. To ensure continuity and prevent a complete turnover of the board, appointments will be staggered across two groups:

Group A:

- 1 member of the Tolleson city council
- 1 member of the business community
- 1 health and/or health services professional
- 1 educational professional

Group B:

- 1 member of the Tolleson city council
- 2 Tolleson community representatives

Section 6. Appointments

Individuals interested in serving on the board must complete an application. All applications will be reviewed and voted on by the board. Final recommendations will then be submitted to the Tolleson City Council for approval.

Section 7. Removals

The Board may vote to remove members. Any decision to remove a member will be followed by a formal recommendation to the City Council for final approval.

Section 7. Advisory Panels

The Board of Directors shall establish a yearly calendar to meet with the Community and Staff advisory panels consisting of:

Community Advisory Panel

- 3 youth from the City of Tolleson youth programs
- 3 members of the senior center and/or Tolleson Social Club

Staff Advisory Panel

Will consist of one appointed staff representative from each of the following departments. Appointments will be made by City Management.

- Fire
- Human Services
- Library
- Police
- Parks and Recreation

Article III: Meetings

Section 1. Meetings

Regular meetings shall be held quarterly, with additional meetings scheduled as needed. The Board of Directors shall determine meeting dates and locations. Meetings shall be open to the public and abide by open meeting laws.

Section 3. Quorum

A quorum shall consist of a majority of the Board members.

Article IV: Programs and Services

Section 1. Community Programs

TAASA shall direct the development and implementation of programs based on community needs, including but not limited to:

1. Prevention Education – School-based prevention programs and community-wide education campaigns.
2. Treatment and Rehabilitation Awareness – Information on detox, rehabilitation, and affordable treatment options.
3. Support Services – Family counseling, peer mentorship, and recovery coaching.

4. Employment and Reintegration Support – Job training programs for individuals in recovery.
5. Harm Reduction Initiatives – Distribution of NARCAN and other harm reduction resources.

Article V: Funding and Financial Management

Section 1. Sources of Funding

TAASA shall be funded through grants, donations, and municipal allocations as approved by the City of Tolleson.

Section 2. Financial Oversight

One designated treasurer shall manage finances in concert with the appointment staff liaison and shall provide quarterly reports to the board and an annual financial report shall be submitted to the City of Tolleson.

Article VI: Amendments

Bylaws must be reviewed in uneven years. Amendments to these bylaws must be approved by a majority vote of the Board of Directors and confirmed by the Tolleson City Council.

Article VII: Dissolution

Upon dissolution, all remaining assets shall be transferred to the City of Tolleson.



CITY COUNCIL REPORT

SUBJECT: Employee Handbook Amendment - Section 400: Technology Regulations

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Steve Holliday, Chief Technical Officer
Wendy Jackson, Deputy City Manager/Employee Resources Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

To seek Council approval for the addition of a new policy section permitting the use of physical two-factor authentication (2FA) devices, such as YubiKeys, to enhance information security and employee privacy in accessing City-managed systems.

BACKGROUND:

The current technology regulations address general security standards but do not specify protocols for physical 2FA devices. Two-factor authentication provides critical protection against unauthorized system access, and the introduction of physical security keys such as YubiKeys reduces dependency on employees' personal mobile devices for authentication while enhancing cybersecurity posture.

DISCUSSION:

The proposed Section 400.12 formally allows employees to request and utilize YubiKeys as an alternative to mobile-based authentication for City-managed systems. This policy outlines the approval process, responsibilities, compliance requirements, and replacement fees related to YubiKey use. It includes:

- Required written approval from Department Directors and the Chief Technology Officer (CTO) or designee, based on operational need, system compatibility, and security standards.
- Compliance with all City IT policies, including proper handling, safekeeping, and data confidentiality protocols.
- Assessment of replacement fees for loss or damage due to negligence.
- Strict prohibition of unauthorized use or sharing of YubiKeys, with potential disciplinary action for violations.
- Requirement for immediate reporting of lost or malfunctioning devices to the Information Technology Department.

- Maintenance of an operating procedure by the IT Department detailing issuance, registration, usage, and return processes for YubiKeys.

This addition aligns with best practices for municipal cybersecurity, supports employees in safeguarding sensitive City data, and ensures consistency in 2FA implementation across the organization.

BUDGET IMPACT:

Minimal fiscal impact related to procurement of YubiKeys and recovery of replacement costs through employee fees if devices are lost or damaged due to negligence.

RECOMMENDATION:

It is recommended that Council approve the amendment to Section 400 of the Employee Handbook to include Section 400.12 Use of Physical Two-Factor Authentication, as outlined.

ATTACHMENTS:

1. Information_Technology_Regulations

Information Technology Regulations

400.1 PURPOSE

These regulations provide employees with requirements and standards for utilizing the City's computers, networks, electronic equipment devices, internet, intranet, storage devices, electronic mail services, communication devices and other information technology. This policy should be applied consistently with other City policies and regulations, including any that may govern the City's management of its information systems.

These regulations provide general guidelines and examples of acceptable and prohibited use for illustrative purposes but do not attempt to state all potential uses.

400.2 EMPLOYEE ACCESS

The level of access which employees are granted to the City of Tolleson's Computers, Networks and Information Services, Internet, E-mail, File Servers, City's information systems is based upon the specific employee job requirements and access will be determined by respective Department Director and/or Director of Information Technology.

Employee access to the City's computers, networks and information services is provided for work related communication, research and data retrieval. Any use that is consistent with the goals of the City of Tolleson in providing services and within the regulations is encouraged.

400.3 INFORMATION TECHNOLOGY USAGE

The City of Tolleson provides Information Technology resources for employees' official City business. Limited or incidental use of Internet services for personal, non-business purposes is acceptable. However, *personal use must be infrequent* and must not involve any prohibited activity, interfere with productivity of the employee or his/her co-workers, consume system resources or storage capacity on an ongoing basis, or involve large file transfers or otherwise deplete system resources available for business purposes.

The following uses are examples of those that are prohibited, and which may lead to discipline including termination of employment:

- (a) Any use that is illegal or in violation of City of Tolleson policies.
- (b) Any illegal use of information technology systems or services such as copyright violations and/or violations of software licensing.
- (c) Copying, downloading, installing/removing software or applications without permission from the Information Technology director.
- (d) Any use involving materials that are obscene, sexually explicit, sexually suggestive or that which may be racially or gender-based insensitive, or insensitive regarding any other protected employment category such as age, disability, religion, or national origin.

Information Technology Regulations

- (e) Misuse and/or sharing of computer passwords/accounts including accessing the systems and/or data of other users without permission or authorization from the Information Technology System Administrator.
- (f) Effecting security breaches or disruptions of network communication on computer systems both internal and external to the City of Tolleson. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server, network equipment, or account that the employee is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, ping floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- (g) Port scanning or security scanning of computer systems both internal and external to the City of Tolleson is expressly prohibited unless performed by the Information Technology Department as part of its regular duties.
- (h) Executing any form of network monitoring which will intercept data not intended for the employee's host.
- (i) Any inappropriate communications with other staff, non-city personnel and minors. A communication is inappropriate if it would meet any of the misuse examples provided in this regulation or comparable unprofessional conduct.
- (j) Any use for private or commercial financial gain or commercial advertising which includes solicitation.
- (k) Any use as a forum for personal communications by e-mail, chat or other medium whether to internal or external parties to solicit, advocate or communicate the views of an individual or non-city sponsored organization whether for profit or not.
- (l) Providing e-mail addresses of city employees to outside parties whose intent is to communicate with city staff on non-city purposes. Using city e-mail addresses for personal use or registration for non-city business related accounts of any kind.
- (m) Forwarding e-mail attachments which contain executable files from unidentified and/or unsolicited sources that may contain malicious software code (i.e. viruses, spyware, adware, and similar software).
- (n) Sending of mass e-mail to users in and out of the City of Tolleson network for non-city business.
- (o) Malicious use or damage to City's computers, networks and information services.
- (p) Attempts to access inappropriate websites or encouraging others to do so.
- (q) Communications that do not adhere to professional standards.
- (r) Failing to report misuse, unauthorized activity, breach or attempt to breach computer security to the department director and the Information Technology director.
- (s) Using City computers, networks, electronic equipment devices and information services after such access has been denied or revoked.
- (t) Any attempt to delete, erase or otherwise conceal any information stored on a City computer that violates these regulations.

Information Technology Regulations

- (u) Connecting or installing personal laptops or wireless devices using the City internet services or network services without prior consent through the Information Technology Department.

The following are also some examples of content deemed inappropriate:

- (a) Visiting adult pornographic material(s), websites, or posting or viewing anything which is reasonably construed, within the context of a professional work environment, as sexually explicit, scandalous, defamatory, libelous, illegal or immoral, or includes material that is obscene, sexually explicit, sexually suggestive or that which may be racially or gender-based insensitive, or insensitive regarding any other protected employment category such as age, disability, religion, or national origin.
- (b) Any activity which would violate any federal, state, or local law.
- (c) Using the computer to view or send material that involves hate or discrimination
- (d) Threats of violence
- (e) Gambling
- (f) Playing Computer Games
- (g) Sending Humor oriented e-mails or links, including comics
- (h) Using the computer for buying or selling illegal drugs, alcohol, and tobacco
- (i) Dating/relationships websites or media
- (j) Any use of the computer to buy, secure, or sell weapons of any kind
- (k) Issuing or sending Chain mail, practical jokes and other frivolous messages

Any use that is determined not to be city business and inconsistent with the City's goals and regulations, which results in an intentional breach, any attempt to breach the system security, any damage to information systems, equipment, network and other information services is understood to be prohibited.

400.4 NO EXPECTATION OF PRIVACY

The City of Tolleson retains control, custody and supervision of all computers, networks, communication devices and information services owned or leased by the City. The City reserves the right to monitor all information technology and internet activity by employees and other systems users, without prior notice. The City also reserves the right to access information technology and data to update and maintain equipment without notice. Employees have no expectation of privacy in their use of City information technology, including e-mail messages, internet communications and stored files.

400.5 CONFIDENTIALITY OF INFORMATION

Employees are expected to use appropriate judgment and caution in communications to staff, business associates and residents of the City of Tolleson. Employees are aware that personal identifiable information remains confidential. Records and other documents stored electronically

Information Technology Regulations

that are sensitive in nature are to be treated in the same manner. Every reasonable effort will be undertaken to maintain information in a secure manner.

400.6 PUBLIC RECORD NATURE OF EMAIL/CONFIDENTIALITY

Email may be subject to disclosure pursuant to the public records laws as enacted under Title 39 of the Arizona Revised Statutes. A public record is a document that is made in the course of performing a duty, the immediate purpose of which is to disseminate information to the public or to serve as a memorial of official transactions for public record.

If an email is considered a public record, the City may be required to disclose the email upon request. If the context of the email is considered a public record, you must retain the record for the period of time as required by the retention schedule for the record.

400.7 COMPENSATION FOR LOSSES, COSTS, AND/DAMAGES

The employee may be responsible for any losses, costs or damages incurred by the city related to employee violations of the city "Employee Computer and Information Services Use Policy". This will be determined once damage assessment has been done by the Information Technology Department.

400.8 CITY ASSUMES NO RESPONSIBILITY FOR UNAUTHORIZED CHARGES, COSTS, OR ILLEGAL USE

The City of Tolleson assumes no responsibility for any unauthorized charges made by the employees including but not limited to credit card charges, subscriptions, long distance telephone charges, equipment and line costs, or for any illegal use of its computers such as copyright violations and/or violations of software licensing.

400.9 EMPLOYEE QUESTIONS

Employees having questions regarding acceptable computer activity may seek further guidance from the Department Director and/or Information Technology Department.

400.10 DISCIPLINARY ACTION

Failure to comply with the City's Employee Computer and Information Services Use policy may result in disciplinary action, up to and including termination. Illegal use of the City's computers may also result in referral to law enforcement authorities.

400.11 EMAIL ARCHIVING AND RETENTION POLICY

All employees need to be aware of this policy so that they can take appropriate action to promptly save e-mails that need to be retained in connection with any State law, contractual requirements or any other applicable retention schedule. The obligation to retain a particular e-mail will generally be the same as the retention obligation for records in any other format that document the same program function or activity. Any and all e-mails that are the subject to a Litigation Hold will not be subject to the terms of this policy from the effective date of the Litigation Hold.

Information Technology Regulations

- (a) The Information Technology department will keep all active e-mail on the production server for a 90 day period after the e-mail is generated or received.
- (b) After the 90 day period the Information Technology department will automatically move all active e-mail to online archive.
- (c) The Information Technology department will keep the e-mails that have been archived in archive status for one year. After one year, all e-mail will be deleted.
- (d) The Information Technology department will purge all deleted e-mail 90 days after the deletion date.

400.12 USE OF PHYSICAL TWO -FACTOR AUTHENTICATION

In support of enhanced information security and employee privacy, the City allows the use of physical two-factor authentication (2FA) devices, such as YubiKeys, as an alternative to mobile-based authentication for access to City-managed information systems and services.

- (a) Employees who wish to use a YubiKey in place of their personal mobile phone for authentication must receive written approval from both their Department Director and the Chief Technology Officer (CTO) or their designee. Approval is contingent upon operational need, system compatibility, and adherence to applicable IT security standards.
- (b) Use of a YubiKey must comply with all City of Tolleson Information Technology policies, including access control and data confidentiality protocols. Upon approval, employees are responsible for proper handling, usage, and safekeeping of their assigned YubiKey device.
- (c) A replacement fee will be assessed to the employee if a City-issued YubiKey is lost, stolen due to negligence, or damaged beyond normal wear. The amount of this fee will be determined and communicated by the Information Technology Department and may be subject to change.
- (d) Unauthorized use or sharing of a YubiKey device is strictly prohibited and may result in disciplinary action. Lost or malfunctioning devices must be reported immediately to the Information Technology Department.
- (e) An operating procedure detailing issuance, registration, usage, and return of YubiKeys will be maintained by the Information Technology Department.



CITY COUNCIL REPORT

SUBJECT: First Amendment to Border States Industries Cooperative Purchasing Agreement

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

To seek City Council approval of the First Amendment to the Cooperative Purchasing Agreement with Border States Industries, Inc. to increase the annual compensation limit. This amendment will support the Utilities Department's continued efforts to upgrade and maintain the City's Supervisory Control and Data Acquisition (SCADA) system.

BACKGROUND:

The City entered into a Cooperative Purchasing Agreement with Border States Industries, Inc., on April 30, 2025, for the provision of Maintenance, Repair, and Operation (MRO) equipment, supplies, materials, and services necessary for Utilities infrastructure maintenance and improvements.

The Utilities Department relies on Border States Industries to provide critical materials and support for ongoing projects, including upgrades to the Supervisory Control and Data Acquisition (SCADA) system. SCADA is essential for the real-time monitoring and control of water and wastewater operations, ensuring safe and reliable delivery of utility services to residents and businesses.

Due to increased project needs, including system modernization efforts, the original contract compensation limit is no longer sufficient.

DISCUSSION:

The proposed First Amendment to the Cooperative Purchasing Agreement increases the City's annual compensation limit to Border States Industries, Inc. from \$100,000 to \$150,000. This adjustment ensures the Utilities Department has adequate purchasing authority to obtain necessary materials, equipment, and services to support ongoing SCADA system upgrades and other critical infrastructure projects.

All other terms and conditions of the original agreement remain unchanged and in full force and effect.

BUDGET IMPACT:

The increased compensation amount will be funded through the Utilities Department budget. Funding is available in the department's capital improvement and maintenance funds designated for SCADA system enhancements and operational support.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the Cooperative Purchasing Agreement with Border States Industries, Inc., to support Utilities infrastructure improvements, including enhancements to the Supervisory Control and Data Acquisition (SCADA) system.

ATTACHMENTS:

None

**AMENDMENT NO. 1 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
BORDER STATES INDUSTRIES, INC.**

THIS AMENDMENT NUMBER 1 TO THE COOPERATIVE PURCHASING AGREEMENT (this “Amendment”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and Border States Industries, Inc., a North Dakota corporation, (the “Contractor”), (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~ font.

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement on April 30, 2025 (the “Agreement”) to provide Maintenance, Repair and Operation (MRO) Equipment, Supplies, Materials and Services (“Materials and Services”). A copy of the Cooperative Contract is on file with the City Clerk’s office and is incorporated herein by reference.

B. The City and the Contractor desire to amend the Agreement to increase the compensation paid to the Contractor.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. The parties agree to amend Paragraph 8 Compensation of the Agreement, as follows:

8. Compensation. The City shall pay Contractor for the Term and for each an annual aggregate amount not to exceed ~~\$100,000.00~~**\$150,000.00** for the Materials and/or Services at the rates that shall be agreed upon by the Parties.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims,

known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

4. Conflict of Interest. This Amendment and the Agreement may be canceled by the City pursuant to A.R.S. § 38-511.

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

“City”

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, City Attorney

“Contractor”

BORDER STATES INDUSTRIES, INC.,
a North Dakota corporation

By: _____

Name: _____

Its: _____

DATE



CITY COUNCIL REPORT

SUBJECT: A & Son's Electric Professional Services Agreement

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Randy Babchuk, Field Operations/Parks & Recreation Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

Request for Council approval of a Professional Services Agreement with A & Sons Electric, Inc. to provide generator wiring, electrical upgrades, and installation of an automatic transfer switch for the Tolleson Parks and Recreation Facility, ensuring backup power capabilities during power outages.

BACKGROUND:

The Tolleson Parks and Recreation Facility, located at 9251 West Washington Street, serves as a critical resource for community programming and events. In the event of a power outage, the facility currently lacks reliable backup power, potentially disrupting services and operations.

The City issued a formal Request for Proposals (RFP FO 25-02) for generator wiring and related electrical services but received no bids. Following the RFP process, the City solicited quotes and received a proposal from A & Sons Electric, Inc., which provided the lowest responsive quote meeting project requirements.

The Parks and Recreation Department recommends proceeding with A & Sons Electric to install generator wiring, an automatic transfer switch (ATS), and necessary electrical upgrades to provide reliable backup power to the facility.

DISCUSSION:

The Professional Services Agreement with A & Sons Electric, Inc. includes:

- Installation of electrical infrastructure to connect the facility's generator and ATS.
- Underground electrical work in accordance with City specifications.
- A total project cost not to exceed \$250,000, which includes materials, labor, engineering, permits, and concrete demolition and restoration.
- A two-year warranty on the service entry section, ATS, and all electrical work provided by A & Sons Electric, Inc.

This project ensures that the Tolleson Parks and Recreation Center can operate essential functions with generator power during utility outages, enhancing safety and service reliability for community members.

BUDGET IMPACT:

Total project cost of \$250,000 will be funded through the City's approved capital improvement budget designated for Parks and Recreation facility enhancements.

RECOMMENDATION:

Staff recommends approval of the Professional Services Agreement with A & Sons Electric, Inc., in an amount not to exceed \$250,000, to provide generator installation and electrical upgrades at the Tolleson Parks and Recreation Facility to ensure reliable backup power during emergencies.

ATTACHMENTS:

None

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
A & SONS ELECTRIC, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") between the City of Tolleson, an Arizona municipal corporation (the "City") and A & Sons Electric, Inc., an Arizona corporation, (the "Vendor"), (collectively, "the parties"), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

- A. The City issued a Request for Proposal, FO 25-02 (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors interested in providing Generator Wiring for Parks and Recreation Facility (the "Services"). The City received no bids on the RFP.
- B. Subsequent to the RFP, the City requested quotes for the Services. The Vendor responded by submitting a quote (the "Quote"), which was the lowest quote for the Services. A copy of the Quote is attached hereto as Exhibit A and incorporated herein by reference.
- C. The City desires to enter into an Agreement with Vendor for the Services.

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, the City and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the last date set forth below and shall remain in full force and effect until June 30, 2026 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.
2. Scope of Work. Vendor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.
3. Compensation. The City shall pay Vendor a price not to exceed \$250,000.00 as set forth in the Fee Proposal.
4. Payments. The City shall pay the Vendor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Vendor agrees to assign specific individuals to key positions. If deemed qualified, the Vendor is encouraged to hire City residents to fill vacant positions at all levels. Vendor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Vendor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Vendor's performance. The Vendor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The City has no obligation to provide Vendor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment, or material to Vendor.

9. Performance Warranty. Vendor warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Vendor, its officers, employees, agents, or any tier of subcontractor in connection with Vendor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona

pursuant to A.R.S. § 20-206, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Vendor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Vendor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Vendor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Vendor. Vendor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Vendor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Vendor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Vendor's insurance shall be primary insurance as respects performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Vendor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Vendor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Vendor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Vendor shall abide by and conform to any and all laws of the United States, State of Arizona and City of Tolleson, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and any lawsuit pertaining to this Agreement may be brought only in courts in the County of Maricopa, State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Vendor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Vendor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and A.R.S. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Vendor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in the Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Vendor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Vendor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. The Vendor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Vendor meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Vendor do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Vendor 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 Vendor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including 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 ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the 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, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not

affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Vendor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; 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 the 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.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Vendor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Vendor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

14.9 Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Vendor is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable

attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Vendor any amounts Vendor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 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, (c) given to a recognized and reputable overnight delivery service, to the address set forth below:

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

With copy to: Pierce Coleman PLLC
 17851 N. 85th Street, Suite 175
 Scottsdale, Arizona 85255
 Attn: Justin S. Pierce

If to Vendor: A & Sons Electric, Inc.
 6622 S. 66th Avenue
 Laveen, Arizona 85339
 Attn: Adam Arevalo

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 subsection. 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, (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.

14.15 Confidentiality of Records. The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Agreement. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. Vendor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Vendor and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the City with adequate and appropriate workspace, so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Vendor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott” of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

14.19 China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City’s action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

14.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Vendor’s SOQ, the documents shall govern in the order listed herein.

14.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Vendor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth below.

“City”

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, City Attorney

“Vendor”

A & SONS ELECTRIC, INC.,
an Arizona corporation

By: _____
Name: _____
Title: _____

Date

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
A & SONS ELECTRIC, INC.
(Scope + Fee Proposal)

See following pages.

A & SON'S ELECTRIC, INC.

6622 S.66th Ave
Laveen, AZ 85339

Roc-287219

5/31/25

Job contact: Adam Arevalo (602) 581-0980

This proposal is for Tolleson Park recreation at 9251 West Washington tolleson ,Arizona 85353 for work To be completed. In the amount of \$227,322.00 this includes material, labor, engineer, permits excavating, concrete demo as per plan for electrical system to work. A & Sons Electric is to provide service entry section with ATS (automatic transfer switch)that will provide power for existing generator in emergency. In order to start scope of work a 50% deposit of \$113,661.00 is required to move forward with engineer order all electrical gear. Remaining balance of \$113,661.00 will be broken down into three separate draws. 2nd draw at \$56,830.00 3rd draw will be \$28,415.00 and final draw at \$28,415.00

Scope of work:

- Blueprints, permits, Include power company city of tolleson As per plan.
- Order SES and Ats switch. approximately delivered date is to up to 30 weeks out after ordered.
- Start Blue stake begin to excavate from existing SES to generator As per plan
- Remove concrete as needed by generator Install p v c from SES to t switch to generator using 3-in PVC as per plan
- Pull feeders through PVC at SES generator and ATS As per plan
- After finish with underground Landed/ Terminated feeders gear We'll be inspected by engineer and City of tolleson Inspector
- Power up SES t switch and generator as per plan for backup power only. Using. Generator manufacturer representative
- All work will be completed as per plan at clients availability To start construction
- Client is to schedule start up of generator from the manufacturer only.

A & Sons Electric will provide all electrical material As per plan using 1000 amp SES
1000 amp ATS . All underground material including electrical feeders PVC as per plan
A & Sons electric will provide subcontractor for concrete demo and reinstall.

After completed work date a 2-year warranty will include SES (service entry section) ATS and electrical work provided by A & Sons Electric.

Excluded . All landscape at location prior to excavate All electrical work and wiring not installed by A & Sons Electric all existing low volt panels in existing electrical room Including existing 800 amp SES. All paint, and stucco repairs in area of excavate. No warranty on existing generator or any existing electrical in building.

Deposit \$ 113,661

Draw 2. \$ 56,830 After gear is received underground is started

Draw 3.\$ 28,415 passed inspection or Finished install

Draw 4.\$ 28,415 When complete

Total cost \$227,322.00

Client signature_____x. Adam Arevalo x.



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2614 – Fiscal Agent for WESTMARC – Ak-Chin Indian Community 12% Grant Program

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Reyes Medrano, Jr., City Manager

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

To adopt Resolution No. 2614 authorizing the City of Tolleson to act as fiscal agent for the WESTMARC Foundation in connection with the Ak-Chin Indian Community Proposition 202 12% Grant Program.

BACKGROUND:

The Ak-Chin Indian Community's Proposition 202 12% Grant Program provides financial assistance to cities, towns, counties, and eligible non-profit organizations for programs and services that benefit the general public, including in the areas of education, public safety, health, environment, commerce, and community development.

Non-profit organizations applying for this grant are required to partner with a city, town, or county willing to act as fiscal agent to accept and administer the funds.

The WESTMARC Foundation, a non-profit focused on economic development, workforce advancement, and regional collaboration in the West Valley, intends to apply for funding under this program.

DISCUSSION:

As part of the application process, the Ak-Chin Indian Community requires a resolution from the partnering government entity affirming its willingness to act as fiscal agent for the non-profit applicant.

By adopting Resolution No. 2614, the City of Tolleson will meet this requirement, allowing the WESTMARC Foundation to proceed with its grant application. The City's role will be limited to receiving, administering, and reporting on the grant funds in compliance with the Ak-Chin Indian Community's requirements.

The WESTMARC Foundation's programs directly support regional economic growth and public benefit, aligning with the City's commitment to advancing the West Valley community.

BUDGET IMPACT:

There is no direct fiscal impact to the City of Tolleson aside from minimal administrative responsibilities associated with serving as fiscal agent for the grant if awarded.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2614 authorizing the City of Tolleson to act as fiscal agent for the WESTMARC Foundation in connection with the Ak-Chin Indian Community Proposition 202 12% Grant Program.

ATTACHMENTS:

1. Res 2614 City of Tolleson Fiscal Agent Authorization - Ak-Chin Indian Community Grant for WESTMARC
07 08 25

RESOLUTION NO. 2614

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, EXPRESSING SUPPORT FOR THE WESTMARC FOUNDATION AND, AUTHORIZING THE CITY OF TOLLESON TO ACT AS FISCAL AGENT FOR THE WESTMARC FOUNDATION IN CONNECTION WITH THE AK-CHIN INDIAN COMMUNITY PROP 202 12% GRANT PROGRAM.

WHEREAS, the Ak-Chin Indian Community, through its Proposition 202 12% Grant Program, provides funding to cities, towns, counties, and eligible non-profit organizations to support programs and services that benefit the general public, including in areas such as education, public safety, health, environment, promotion of commerce, and economic and community development; and

WHEREAS, the WESTMARC Foundation is a non-profit organization promoting economic development, workforce advancement, and regional collaboration in the West Valley; and

WHEREAS, the WESTMARC Foundation seeks funding through the Ak-Chin Indian Community's Prop 202 12% Grant Program, which requires a governmental entity to act as fiscal agent to receive and administer such funds; and

WHEREAS, the City of Tolleson supports the WESTMARC Foundation's efforts to obtain funding for programs benefiting the West Valley region and is willing to act as fiscal agent.

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 adopted and incorporated as if fully set forth herein.

Section 2. The City Council hereby approves the submission of a grant application to the Ak-Chin Indian Community for the benefit of the WESTMARC Foundation, and if awarded, acceptance of the resulting grant with the City acting as fiscal agent.

Section 3. The Mayor, City Manager, City Clerk, and City Attorney are hereby authorized and directed 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 8th day of July, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2613 – Purchase and Sale Agreement with Di-Mor Business Forms Inc. for the Acquisition of Property at 9360 W. Van Buren Street, Tolleson, Arizona

MEETING DATE: July 8, 2025

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Development Services Department is requesting adoption of Resolution No. 2613, approving a Purchase and Sale Agreement with Di-Mor Business Forms Inc. for the acquisition of real property located at 9360 W. Van Buren Street, Tolleson, Arizona (Maricopa County Assessor's Parcel Numbers 102-50-024, 102-50-025, 102-50-026, and 102-50-027).

BACKGROUND:

The City of Tolleson has identified the property located at 9360 W. Van Buren Street as a strategic site for future redevelopment opportunities along the Van Buren corridor. The property consists of four parcels, currently owned by Di-Mor Business Forms Inc.

The proposed Purchase and Sale Agreement provides for the acquisition of the property by the City to support long-term community development and revitalization goals.

DISCUSSION:

Key terms of the Purchase and Sale Agreement include:

- The City will acquire the property for the total purchase price of \$1,355,000.
- The Agreement provides for a Feasibility Period ending July 18, 2025, during which the City may conduct inspections, due diligence, and environmental assessments.
- The Closing Date is scheduled for August 8, 2025.
- The Agreement includes provisions for title review, escrow arrangements through Pioneer Title Agency, and allocation of closing costs.
- The Agreement allows the City to cancel the transaction based on the results of its due diligence within the Feasibility Period.
- The City will take ownership of the property through a special warranty deed upon successful closing of escrow.

Acquiring this property aligns with the City's vision for growth, investment in infrastructure, and the enhancement of Van Buren Street as a key commercial corridor.

BUDGET IMPACT:

The total purchase price of \$1,355,000 will be funded through existing resources within the Development Services Department budget.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 2613, approving the Purchase and Sale Agreement with Di-Mor Business Forms Inc. for the acquisition of real property at 9360 W. Van Buren Street, and authorizing the City Manager and City officials to execute all necessary documents to complete the transaction.

ATTACHMENTS:

1. Res 2613 Di-Mor Business Forms Inc. Purchase and Sale Agreement for 9360 W. Van Buren St., APNs 102-50-024, 102-50-025, 102-50-026 and 102-50-027 07 0
2. 07 08 25 Map of 9360 W. Van Buren Street

RESOLUTION NO. 2613

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF TOLLESON, AS PURCHASER, AND DI-MOR BUSINESS FORMS INC., AS SELLER, FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 9360 W. VAN BUREN STREET, TOLLESON, ARIZONA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS.

WHEREAS, the City of Tolleson, an Arizona municipal corporation, desires to purchase certain real property located at 9360 W. Van Buren Street, Tolleson, Arizona, identified as Maricopa County Assessor's Parcel Numbers 102-50-024, 102-50-025, 102-50-026, and 102-50-027 (the "Property"); and

WHEREAS, Di-Mor Business Forms Inc., an Arizona corporation, has agreed to sell the Property to the City of Tolleson pursuant to the terms of the Purchase and Sale Agreement (the "Agreement") attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council find that acquiring the Property is in the best interests of the residents and community of Tolleson.

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

Section 1. The Purchase and Sale Agreement between the City of Tolleson, as purchaser, and Di-Mor Business Forms Inc., as seller, for the acquisition of the Property for the purchase price of \$1,355,000.00 is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 2. The Mayor or City Manager are hereby authorized to execute and deliver the Agreement on behalf of the City. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary within their respective official capacities to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Tolleson, Arizona, on this 8th day of July, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2613

[Purchase and Sale Agreement]

See following pages.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered by and between CITY OF TOLLESON, an Arizona municipal corporation, ("Purchaser"), and DIMOR BUSINESS FORMS INC., an Arizona corporation, ("Seller"). Collectively, Purchaser and Seller is referred to as the "party" or "Parties". The "Effective Date" of this Agreement is the date on which the Agreement is executed by all parties hereto, as indicated by the latest date on the signature pages of this Agreement.

W I T N E S S E T H:

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Purchaser and Seller do hereby covenant and agree as follows:

1. Agreement to Sell and to Purchase. Seller agrees to sell, and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, the following:

(a) That certain real property located at 9360 West Van Buren Street, Tolleson, Arizona, Maricopa County Assessor's Parcel Numbers 102-50-024, 102-50-025, 102-50-026, and 102-50-027, as described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Property").

(b) The total purchase price for the Property is \$1,355,000.00 to be paid by the Purchaser to the Seller, upon close of escrow ("Purchase Price").

2. Opening of Escrow. Escrow Agent shall be Jennifer Siverio of Pioneer Title Agency, Inc. ("Escrow Agent"), 1550 East Missouri Avenue, Phoenix, Arizona 85014. Purchaser shall deliver to Escrow Agent this executed Agreement and an earnest money deposit in the amount of \$10,000 (the "Earnest Money"). Escrow Agent shall then accept and sign this Agreement and promptly mail or deliver copies to Purchaser and Seller. The opening of escrow (the "Opening of Escrow") shall occur when the Escrow Agent signs this Agreement.

3. Title Insurance; Closing Costs And Prorations

(a) The costs attributed to the Closing of the Property shall be the responsibility of both Parties. The fees and costs related to the Closing shall include but not be limited to a title search, preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property. Seller agrees to pay any Broker's sales commission as outlined in paragraph 12 below. Escrow Agent shall issue or cause to be issued a standard coverage owner's policy of title insurance in the amount of the purchase price and naming Purchaser as the insured. Purchaser shall bear the cost of such title policy. Seller shall be responsible for all property taxes and assessments levied and due against the Property prior to closing. Purchaser shall be responsible for all taxes and assessments levied against the

Property after the closing date. Real property taxes for the year in which close of escrow occurs and that are payable by Seller shall be prorated at close of escrow between the parties based upon the latest tax information available.

(b) All of the above-referenced costs that are the responsibility of the Purchaser shall be paid into escrow on or before the Close of Escrow in addition to the purchase price. All costs that are the responsibility of the Seller as referenced above shall be paid from the proceeds of the sale price to which the Seller is entitled.

4. Feasibility Period; Property Materials; Title Report. Purchaser shall have from date of Opening of Escrow through **July 18, 2025** (the "Feasibility Period") to examine the Property at any time with any persons whom it shall designate, including engineers, architects, surveyors or other consultants. Purchaser shall have the Feasibility Period to investigate any and all matters concerning the Property, including zoning; access; ingress and egress requirements; easements; the availability of water, sewer, and other utilities and services to the Property; development potential; availability of financing; to assess requirements, and the requirements of relevant governmental agencies, including Arizona Department of Environmental Quality ("ADEQ") and Arizona Department of Water Resources ("ADWR") and any restrictions or other matters concerning the Property. Purchaser agrees to defend and indemnify Seller and hold Seller and Property free of any liens, loss or liability resulting from the activities or operations of Purchaser, its agents, consultants and employees on the Property. The foregoing defense and indemnity obligation shall survive Closing or any cancellation or termination of this Agreement. If Purchaser, after conducting in good faith such inspections, investigations, and tests, in light of its investigation and review and in its sole discretion, should determine that the Property is suitable for its purposes, then Purchaser shall, prior to the expiration of the Feasibility Period, provide Purchaser's written acceptance of the Property by notice to Escrow Agent and Seller ("Acceptance Notice"). Absent Purchaser's written Acceptance Notice, this Agreement shall be deemed cancelled and neither party shall have any further obligation or liability under this Agreement except as expressly provided herein.

Within **two (2) business days** after Opening of Escrow, Seller shall deliver to Purchaser, if any, all ALTA surveys, Phase I Environmental Assessment(s), and related surveys and assessments within the Seller's possession (the "Property Materials").

The Property Materials are delivered to Purchaser without any representation or warranty and are wholly subject to Purchaser's independent investigation and Purchaser agrees to fully release and discharge Seller from any claim arising from the use of the Property Materials.

As soon as is reasonably practicable after opening of Escrow, Seller shall cause Pioneer Title Agency, Inc. ("Title Company") to deliver to Purchaser for review a commitment (the "Title Report") and to issue its owner's extended coverage form of title insurance policy (the "Title Policy"). If Purchaser's examination of title should disclose any defects in title then Purchaser shall notify Seller, no later **than ten (10) business days** after receipt of the Title Report ("Purchaser's Objection Notice"). Seller, within **two (2) business days** of receipt of Purchaser's Objection Notice, shall notify Purchaser in writing ("Seller's Cure Notice") of

any actions Seller intends to take and the anticipated effect on the matters to which Purchaser has objected. In the event Seller did not deliver Seller's Cure Notice or, alternatively, should Seller inform Purchaser in Seller's Cure Notice that Seller is unable to cure or unwilling to cure any objections raised in Purchaser's Objection Notice, Purchaser shall be entitled, prior to the expiration of the Feasibility Period, either (i) to terminate this Agreement or (ii) to waive such objection and proceed to close the transaction contemplated by this Agreement.

If Purchaser should cancel this Agreement, Purchaser shall then provide to Seller an itemization of any appraisals, reports, engineering studies, environmental reports, drawings, plats, surveys, applications or other information prepared on behalf or for Purchaser concerning the Property ("Purchaser's Materials"). Purchaser shall make available to Seller such of Purchaser's Materials that Seller may desire at Purchaser's cost. Notwithstanding anything to the contrary contained herein, in no event shall Purchaser be obligated to deliver to Seller any of Purchaser's financial projections, budgets, accounting or tax records or similar proprietary, confidential or privileged information.

5. Title. At Closing, Seller shall execute and deliver to Escrow Agent a special warranty deed for the Property, naming Purchaser as the grantee and warranting title against Seller's acts, free and clear of all liens and other encumbrances except only those encumbrances and exceptions approved by Purchaser in writing during the Feasibility Period ("Permitted Title Exceptions"). In all events, such title shall be insurable by Title Company's issuance of the Title Policy.

6. Default.

(a) Purchaser's Default. If Purchaser defaults hereunder, Seller's sole and exclusive remedy shall be to retain the Earnest Money. In no event shall Seller have any other right of recourse or claim or right against Purchaser for actual, special, consequential, or exemplary damages.

(b) Seller's Default. If Seller defaults hereunder, then Purchaser shall be entitled to:

- (1) terminate this Agreement by written notice to Seller and Escrow Agent and have the Earnest Money returned, or
- (2) seek specific performance from Seller. Purchaser shall have no other remedy for any default by Seller. In no event shall Purchaser have any other right of recourse or claim or right against Seller for actual, special, consequential or exemplary damages. The alternative remedies set forth in this Paragraph shall be Purchaser's sole and exclusive remedies in the event of a default by Seller.

7. Closing. The Closing will be held in the offices of Escrow Agent or through an escrow with Escrow Agent, on **August 8, 2025** (the "Closing Date"); the Closing shall occur prior to 5:00 p.m. on the Closing Date.

(a) At Closing, Seller agrees to deliver to Purchaser, at Seller's sole cost and expense, the following items:

- (1) Special warranty deed conveying good, insurable and marketable title to the Purchaser;
- (2) A certification complying with requirements of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended, by Seller that it is not a foreign person within the meaning of such sections; and
- (3) All other documents necessary or appropriate to complete the transaction contemplated by this Agreement.

(b) At Closing, Purchaser shall:

- (1) Deliver to Escrow Agent the Purchase Price as adjusted pursuant to the terms hereof, and shall execute and deliver all documents reasonably necessary or appropriate to complete the transaction contemplated by this Agreement; and
- (2) Deliver to Escrow Agent all other documents necessary or appropriate to complete the transaction contemplated by this Agreement.

8. Damage or Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding which is commenced prior to Closing, and risk of loss to the Property due to any other cause, remains with Seller until Closing. If, prior to the Closing, more than twenty percent (20%) of the Property shall be destroyed, damaged or subjected to a bona fide threat of condemnation, Seller shall so notify Purchaser, and Purchaser either may elect to (i) cancel this Agreement, in which event all Parties shall be relieved and released of and from any further duties, obligations, rights or liabilities hereunder and the Escrow Deposit, together with all interest earned thereon, shall be returned to Purchaser, or (ii) declare this Agreement to remain in full force and effect and the purchase contemplated herein, subject to such damage or less any interest taken by eminent domain or condemnation, shall be effected, and at Closing, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards and insurance proceeds or claims that have been or that may thereafter be made for such taking or damage.

9. Seller's Representations and Warranties. Seller represents and warrants to Purchaser, and as of the Closing shall be deemed again to represent and warrant to Purchaser, as follows:

(a) The Seller is an Arizona corporation and has the power and authority to enter into and perform this Agreement. The individual signing this Agreement on behalf of each Seller has full power and authority to do so.

(b) All necessary action has been taken to authorize the execution and delivery of this Agreement and the performance by Seller of the covenants and obligations to be performed by it pursuant hereto.

(c) The execution, delivery and performance by Seller of this Agreement does not, and will not, result in any violation of, or conflict with, or constitute a default under, any agreement to which Seller is a party or any agreement, judgment, writ, decree, order, injunction, rule or governmental regulation to which Seller is subject or constitute a default under, any bond, note or other evidence of indebtedness, contract, indenture, mortgage, deed of trust, loan, agreement, lease or other agreement or instrument to which Seller is a party or by which the Property or any of Seller's properties may be bound.

(d) To Seller's knowledge, Seller is not prohibited from consummating the transactions contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order, or judgment.

(e) There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated by or pending against Seller.

(f) To Seller's knowledge, except as may be identified in the Property Materials, the Property has never been utilized for the treatment, storage, or disposal of hazardous or toxic wastes, possibly excepting the application of pesticide control in connection with the agricultural use of the Property. To Seller's knowledge, Seller has not received notice of any violation(s) of any Federal, State or local statute, rule or regulation governing the treatment, storage, disposal or clean-up of any hazardous or toxic waste substance on the Property.

(g) Seller holds and will convey at Close of Escrow, fee simple title to the Property, subject to any matters and conditions of title approved or deemed approved by Purchaser in Section 5 hereof.

(h) To Seller's actual knowledge, there are no material violations or infringements of any laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions or other agreements or rights applicable to the Property and Seller has not received notices and have no knowledge of any notices from any governmental agencies, insurance companies, or from any other source, with respect to any such violations or alleged violations.

The phrase "to Seller's knowledge" and similar phrases used herein mean the actual (not constructive, implied or imputed) knowledge of Diane Morales and/or Di-Mor Business Forms Inc., as of the date of this Agreement, and shall in no case refer to the actual, constructive, implied or imputed knowledge of any other member, shareholder, partner, affiliate, officer,

director, employee, agent or representative of Seller. Further, in no case shall there be any obligation imposed on Seller to verify, inquire or make any independent investigation whatsoever of any representation, warranty or statement. Seller represents and warrants to Purchaser that Diane Morales is the sole representative of Seller who is most knowledgeable about the Property and the matters represented herein.

10. No Other Warranties. **SELLER HEREBY SPECIFICALLY DISCLAIM ANY WARRANTY OR REPRESENTATION, ORAL OR WRITTEN, OTHER THAN THOSE SET FORTH IN PARAGRAPH 9 HEREOF. PURCHASER FURTHER ACKNOWLEDGES THAT, SUBJECT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN PARAGRAPH 9 HEREOF, THE SALE OF THE PROPERTY IS ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS AND SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO MANNER LIMITED TO, ANY WARRANTY OF QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OF THE PROPERTY, ANY IMPROVEMENTS THAT MAY BE LOCATED THEREON OR ANY ENVIRONMENTAL CONDITION OR SOILS CONDITION RELATED THERETO.** Purchaser expressly acknowledges that Purchaser has not relied on any representation or statement provided by Seller except for such limited warranties as are provided in Paragraph 10 of this Agreement. Purchaser further acknowledges that Purchaser has or will thoroughly inspect the Property, fully observe the Property's characteristics, and assess the Property for Purchaser's intended uses and purposes. By closing the transaction hereunder Purchaser agrees that, except for such limited warranties set forth in this Agreement, (i) Purchaser shall be deemed to have accepted all risks associated with any and all adverse physical conditions and characteristics, including, but not limited to, environmental and soils conditions that may or may not be revealed during the Purchaser's investigation of the Property, (ii) as between Purchaser and Seller, Purchaser shall be deemed to have accepted all costs and liability associated in any way with the soils and environmental condition of the Property, (iii) the Purchaser hereby waives, releases and discharges Seller from any and all objections, setoffs, claims, or causes of action (whether arising by statute or common law) concerning the physical characteristics and existing conditions of the Property, including, without limitation, any environmental and soils conditions or hazards, and (iv) Upon Closing, Purchaser assumes entirely all risks that any adverse matters may not have been revealed during Purchaser's investigation of the Property and nonetheless waives, relinquishes and discharges Seller from and against any and all claims, demands, causes of action, by reason of or arising from any latent or patent defect or condition of the Property. Purchaser further acknowledges and agrees that the waivers and releases contained in this Paragraph were a material factor in Seller's acceptance of the Purchase Price and that Seller is unwilling to sell the Property to Purchaser unless Seller provides such waivers and releases from Purchaser.

11. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller, and as of the Closing shall be deemed again to represent and warrant to Seller, as follows:

(a) Purchaser is a municipal corporation duly formed and validly existing under the laws of the State of Arizona and has the power and authority to enter into and perform this Agreement. Each person signing this Agreement on behalf of Seller has full power and authority to do so.

(b) The execution, delivery and performance by Purchaser of this Agreement does not, and will not, result in any violation of, or conflict with, or constitute a default under, any agreement to which Purchaser is a party or any agreement, judgment, writ, decree, order, injunction, rule or governmental regulation to which Purchaser is subject.

(c) Purchaser is not prohibited from consummating the transactions contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(d) There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated by or pending against Purchaser.

12. Brokers. Seller has represented itself and has not been represented by a real estate broker, agent or agency to market and sell the Property. Seller is solely responsible for compensating costs contained within any agreements and hereby indemnifies Purchaser against any claim for commission (including all costs and attorneys' fees expended in defending against such claim) arising from or related to the transaction set forth in this Contract. This indemnity shall survive termination of this Contract.

13. Assignment. Purchaser or any assignee of Purchaser shall have the right at any time to assign this Agreement in whole or in part or any rights hereunder to any person, partnership (general or limited), corporation or other entity. If such an assignment is made, the sale made pursuant to this Agreement shall be consummated in the name of such assignee, however Seller shall retain all rights of recourse as against Purchaser. All warranties, representations, covenants, promises, indemnifications and remedies under this Agreement shall continue to be for the benefit of Purchaser and any assignee of Purchaser and this Agreement shall remain enforceable by Purchaser and any assignee of Purchaser against the Seller.

14. Waiver. The failure of any party to exercise any right hereunder, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement.

15. Notice. All notices shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, (iii) when deposited with Federal Express, Express Mail or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below, or (iv) by e-mail to the e-mail

address for each party set forth below, provided that if any such delivery is after hours or on a holiday, such delivery shall be effective at 9:00 a.m. (Arizona time) on the next following business day.

If to Escrow Agent: Jennifer Siverio
Pioneer Title Agency, Inc.
1550 East Missouri Avenue
Phoenix, Arizona 85014

If to Seller: Di-Mor Business Forms Inc.
603 South First Avenue
Phoenix, Arizona 85003
Attn: Diane Morales

If to Purchaser: Reyes Medrano, City Manager
City of Tolleson
9055 West Van Buren Street
Tolleson, Arizona 85353

With a copy to: Justin Pierce, City Attorney
Pierce Coleman PLLC
17851 North 85th Street, Suite 175
Scottsdale, Arizona 85255

Rejection or other refusal by the addressee to accept, or the inability to deliver because of a changed address, of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address, or email to which notices shall be sent by giving the other party or Parties at least five (5) days prior notice of the changed address.

16. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Arizona, County of Maricopa.

(b) Counterparts. This Agreement may be executed by the Parties hereto in two or more counterparts and each executed counterpart shall be considered an original.

(c) Drafting. This Agreement has been negotiated between the Parties and, for construction purposes, shall not be deemed the drafting of any one party.

(d) Entire Agreement; Amendments. This Agreement embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver, or discharge is sought. This Agreement supersedes all prior agreements and memoranda between Purchaser and Seller

which relates to the Property. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part hereof and this Agreement shall be amended to substitute a valid provision which reflects the intent of the Parties as was set forth in the invalid provision.

(e) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or holiday, then such time for performance shall be automatically extended to the next following business day.

(f) Time of the Essence. Time is of the essence of this Agreement.

(g) Date of this Agreement. The "date of this Agreement" or "date hereof" wherever used herein shall mean the date set forth at the head of this Agreement as its date.

(h) Parol Evidence. The terms of this Contract contain the entire agreement between the parties, and neither Seller nor Purchaser shall be bound by any prior, contemporaneous or subsequent oral agreement, condition, stipulation, representation or understanding, unless it is reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the Parties have set their hands or caused duly authorized and incumbent officers to set their hands the date set forth by such party's name.

SELLER:

DI-MOR BUSINESS FORMS INC., an Arizona corporation,

Diane Morales, President

DATED: _____

PURCHASER:

CITY OF TOLLESON,
an Arizona municipal corporation

By _____
Reyes Medrano, Jr., City Manager

DATED: _____

PURCHASE PRICE APPROVED:

Development Services Director

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

ACCEPTED AND APPROVED:

PIONEER TITLE AGENCY, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

DATED: _____

EXHIBIT A

Legal Description

Lots 5, 6, 7 and 8, Block 1, of ISABELL ADDITION TO THE CITY OF TOLLESON, according to the plat recorded in Book 33 of Maps, page 31, records of Maricopa County, Arizona

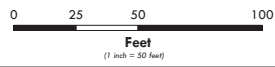


94TH AVENUE

93RD DRIVE



VAN BUREN STREET



Map Prepared on 7/1/2025 by the
Geospatial Services Division of the
Development Services Department
Disclaimer: Aerial imagery may not match field conditions.
Aerial Imagery from 2024, courtesy of Maricopa County

SITE MAP - 9360 W VAN BUREN ST

LEGEND

- Parcel Boundary
- Site Area

