



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, SEPTEMBER 9, 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. Porfirio H. Gonzales Elementary School Student Council – Andrew Weete, Student Council Advisor
2. Proclamation declaring September 2025 as Service Dog Month in the City of Tolleson, encouraging all citizens to recognize and honor the vital role of service dogs in supporting individuals with disabilities, and to uphold the rights and dignity of those who lead more independent lives thanks to these remarkable companions. – Cheryl Klein and Zeus, Canine Companions

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 August 26, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of August 20, 2025 to September 2, 2025. (Finance Department)
3. Approve the City of Tolleson's participation in the Purdue Direct Settlement and the Secondary Manufacturers Settlements related to national opioid litigation, and authorize the City Manager to execute all necessary participation and release agreements on behalf of the City. (Emergency Preparedness Department)
4. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Municipal Emergency Services, Inc., dba Lawmen Supply Company, for Fire Fighter Self Contained Breathing Apparatus (SCBA), and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$350,000 for equipment and services. This Agreement shall remain in full force and effect until May 25, 2026. (Fire Department)
5. Adopt Resolution No. 2618 of the Mayor and City Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between the City of Tolleson and the City of Avondale for detention, administrative, and transportation services, and authorizing the Mayor to execute the Agreement. The City shall pay Avondale the cost of one full-time Detention Facility Officer for the Initial Term and for each subsequent Renewal Term. This Agreement shall remain in full force and effect until June 30, 2026. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms. (Police Department)

6. Adopt Resolution No. 2619 of the Mayor and City Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between the City of Tolleson and Maricopa County for the Connected Vehicle Acceleration Zone Project (TE088), and authorizing the Mayor to execute the Agreement. The Agreement remains in effect through the completion of all project phases. (Development Services Department)
7. Adopt Resolution No. 2620 of the Mayor and Council of the City of Tolleson, Arizona, approving the Grant-in-Aid Agreement between the Tohono O'odham Nation and the City of Tolleson, Arizona, for the purpose of providing funds to the White Tank Mountains Conservancy for wildlife conservation research in the amount of \$50,000, and authorizing the City Manager to execute said agreement. (City Management Department)

I. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Resolution No. 2617 of the Mayor and City Council of the City of Tolleson, Arizona, approving an Intergovernmental Agreement between the City of Tolleson and Tolleson Elementary School District No. 17 for the funding and operation of the District Preschool Program and the City's use of District facilities for after-school programs, youth sports, and special events, and authorizing the City Manager to execute said agreement. The Agreement provides for a total City contribution of \$400,000 to fund the Preschool Program during the 2025-2026 school year, commencing July 1, 2025, and expiring June 30, 2026, with the possibility of renewal upon mutual agreement of the Parties.(City Management and Parks & Recreation Departments)

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

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

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.
2. 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.
3. 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 a nonprofit organization.

M. RECONVENE INTO PUBLIC MEETING

N. 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 September 4, 2025.
Amended on September 8, 2025 at 2:00 PM.



Proclamation

Service Dog Month

September 2025

WHEREAS, the City of Tolleson recognizes and celebrates the transformative power of the human-canine bond and are committed to fostering an inclusive community for all citizens; and

WHEREAS, in the United States, 64 million adults and children live with disabilities, yet only 16,000 service dogs from accredited training programs currently support this growing need; and

WHEREAS, Canine Companions, a nonprofit organization, enhances the lives of individuals with disabilities by providing expertly trained service dogs and ongoing support to foster strong, lasting partnerships; and

WHEREAS, through best-in-class training and follow-up services, these service dogs empower people with disabilities to live more independent and fulfilling lives, supported by a deeply committed community; and

WHEREAS, National Service Dog Month seeks to educate our community about the invaluable contributions of service dogs and raise awareness of the laws that protect their access and rights; and

WHEREAS, the City of Tolleson continues its efforts to build a more inclusive community, one in which all citizens and their service dogs are respected and embraced.

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 September 2025 as Service Dog Month, encouraging all citizens to recognize and honor the vital role of service dogs in supporting individuals with disabilities, and to uphold the rights and dignity of those who lead more independent lives thanks to these remarkable companions.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk



CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of August 26, 2025

MEETING DATE: September 9, 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 August 26, 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 August 26, 2025.

ATTACHMENTS:

1. 08 26 25 City Council Meeting Minutes



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 ACTION MINUTES
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, AUGUST 26, 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

Vice Mayor Davis 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 Gámez.

C. ROLL CALL

City Council: Mayor Juan Rodriguez (participated remotely), Vice Mayor Jimmy Davis, Council Members Christine Chavira, Clorinda Erives, Adolfo Gámez (departed at 6:35 PM), Linda Laborin and Cruzita Mendoza.

Department Directors: City Manager Reyes Medrano Jr., Deputy City Manager/Chief Government Affairs Officer Pilar Sinawi, Chief Financial Officer Kevin Artz, Chief of Social Impact George Good, Deputy City Clerk Citlaly Salas, Development Services Director Jason Earp, Field Operations/Parks & Recreation Director Randy Babchuk, Fire Chief Michael Young, Public Safety Director/Police Chief Rudy Mendoza and Utilities Director Jamie McCracken.

City Representative: City Attorney Robert Wingo

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 31, 2025 as Overdose Awareness Day in the City of Tolleson to raise awareness of drug overdoses, reduce the stigma of drug-related deaths, acknowledge the grief felt by families and friends by remembering those who have died or sustained permanent injury as a result of a drug overdose, and in support of those working toward recovery and prevention. – George Good, Chief of Social Impact

Vice Mayor Davis proclaimed August 31, 2025 as Overdose Awareness Day in the City of Tolleson.

2. Proclamation declaring September 2025 as Ovarian Cancer Awareness Month in the City of Tolleson, joining all those who are battling ovarian cancer, those who have lost their lives to the disease, their loved ones, and our state’s dedicated healthcare professionals in raising awareness, advancing public education, and embracing hope for earlier diagnoses, improved treatments, and ultimately a cure. – Rachel Sackett, National Ovarian Cancer Coalition

Vice Mayor Davis proclaimed September 2025 as Ovarian Cancer Awareness Month in the City of Tolleson.

3. Proclamation honoring Alejandro Salazar, Teen Council Mayor, for his outstanding leadership and for receiving the College Board National Recognition Program’s First-Generation Recognition Award for Outstanding Academic Achievement.

Vice Mayor Davis extended this proclamation honoring Alejandro Salazar.

4. Introduction of New Employee: Police Department – Fernando Figueroa, Public Safety Dispatcher
Employee Promotion: Employee Resources Department – Ernesto Figueroa, Employee Resources Technician
5. Arizona League of Cities and Towns 2025 Service Awards:
Council Member Adolfo Gámez – 40 years of service
Council Member Linda Laborin – 24 years of service
Council Member Clorinda Erives – 16 years of service

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 July 8, 2025 and Special City Council Meeting Minutes of July 29, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of July 2, 2025 to August 19, 2025. (Finance Department)
3. Approve an arbitrage rebate payment to the United States Treasury for City of Tolleson General Obligation Bonds, Series 2020, in the amount of \$116,746.04. (Finance Department)
4. Approve Third Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Shamrock Foods Company for food, fresh product and related cafeteria supplies, 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 \$133,000 to \$177,500 for additional products and to extend the term of the Agreement from June 30, 2025 to June 30, 2026. (Human Services Department)
5. Adopt Resolution No. 2615 of the Mayor and Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between the City of Tolleson and Tohono O’odham Nation relating to police dispatch services and administration; and authorizing the City Manager to execute and deliver said Agreement. The Initial Term of this Agreement shall be from October 1, 2024 through September 30, 2025 and shall automatically renew itself annually for a period of two years upon the first day of October of each year. In consideration of the services provided by Tolleson, the Nation shall pay Tolleson \$299,463.52 per year for the services. (Police Department)

6. Approve Second Amendment to the Professional Services Agreement between the City of Tolleson and Adaptive Architects, Inc. for professional services related to architectural design services for the Tolleson Aquatic Center, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to establish a new annual aggregate amount of \$182,300 for additional services and to extend the term of the Agreement from June 30, 2025 to June 30, 2026. (Development Services Department)
7. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Empire Southwest, LLC, dba Empire Machinery, for statewide heavy equipment including accessories, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$250,000 for equipment and accessories. This Agreement shall remain in full force and effect until December 3, 2025. (Development Services Department)
8. Approve First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and WACO, LLC, for emergency pipeline repair 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 \$200,000 for additional equipment and services. (Utilities Department)
9. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Empire Southwest, LLC dba Empire Machinery (an authorized dealer of Caterpillar, Inc.) for electrical energy power generation equipment with related parts, supplies and services, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$150,000 for equipment and services. This Agreement shall remain in full force and effect until November 22, 2026. (Utilities Department)

Council Member Gámez moved to approve Consent Agenda items 1. through 9.; 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

I. REGULAR AGENDA – ACTION ITEMS

1. Approve/Deny Special Event Class 3 Permit Application as submitted by Leticia Peralta on behalf of Blessed Sacrament Church, 512 North 93rd Avenue, Tolleson, AZ 85353, to request a temporary street closure on Van Buren Street and on 93rd Avenue during the annual Fiesta de Amistad parade on Saturday, October 11, 2025 from 10 AM to 11

AM. The parade will begin on 96th Avenue and Van Buren Street; continue east on Van Buren Street to 93rd Avenue; and then north on 93rd Avenue to Blessed Sacrament Church Festival Grounds. Barricades will be placed beginning at 8 AM and will be picked up by noon. (Parks & Recreation Department)

Council Member Erives moved to approve the Special Event Class 3 Permit; the motion was seconded by Council Member Chavira. 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. Adopt/Deny Resolution No. 2616 of the Mayor and City Council of the City of Tolleson, Arizona, authorizing the acquisition of real property near the northwest corner of 83rd Avenue and Buckeye Road in the City, APN 101-11-989, for development purposes; authorizing and directing the Mayor, City Manager, City Engineer, and City Attorney to acquire title to that certain parcel of real property on behalf of the City by donation, eminent domain, or purchase in the amount of \$3,403,539, plus acquisition and closing costs; and authorizing a budget transfer in the amount of \$3.4M from the Federal Grants fund (31310106) to Capital – Development Services (10515906). (Development Services Department)

Council Member Gámez moved to adopt Resolution No. 2616; the motion was seconded by Mayor Rodriguez. 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. 626 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Code of Tolleson, Arizona, Chapter 12 Land Usage, Article 12-4 Zoning – General Procedures by amending Section 12-4-169 Procedures – Site Plan Review and Building Permits; providing for repeal of conflicting ordinances and providing for severability. (Development Services Department)

Council Member Chavira moved to adopt Ordinance No. 626 N.S.; the motion was seconded by Council Member Erives. The motion carried 6 to 0.

Mayor Rodriguez – Aye

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

4. Adopt/Deny Ordinance No. 627 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Code of Tolleson, Arizona, Chapter 12 Land Usage, Article 12-2 Subdivisions by amending General Provisions Section 12-2-2 Preliminary Plan; Procedures Sections 12-2-21 Procedure for Conditional Approval of Preliminary Plat, 12-2-22 Procedure for Approval of Final Plat, and 12-2-23 Procedure for Approval of Lot Split; Final Plan Sections 12-2-40 Final Plan of Subdivision, and 12-2-43 Items Required to Be Shown on Final Plat; Required Improvements Section 12-2-60 General Provisions; and General Requirements Sections 12-2-75 General Principles of Acceptability, and 12-2-77 Blocks; providing for repeal of conflicting ordinances and providing for severability. (Development Services Department)

Council Member Chavira moved to adopt Ordinance No. 627 N.S.; the motion was seconded by Council Member Laborin. The motion carried 6 to 0.

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

5. Approve/Deny the Construction Manager at Risk (CM@R) Agreement between the City of Tolleson and Chasse Building Team, Inc. for Phase III of the Tolleson Aquatics Center Project, with a Guaranteed Maximum Price (GMP) not to exceed \$36,900,000, for the construction of the Tolleson Aquatics Center (TAC); authorize the City Manager to execute and deliver said Agreement; and authorize a transfer of contingency funds (10107080) in the amount of \$2,000,000 to the Aquatic Center Capital Project fund (51115199). (Development Services Department)

Mayor Rodriguez moved to approve the Construction Manager at Risk (CM@R) Agreement; the motion was seconded by Council Member Erives. The motion carried 6 to 0.

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

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. Pedestrian Bridge Design – Jason Earp, Development Services Director

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

1. Community Events Update – Randy Babchuk, Field Operations/Parks & Recreation Director
2. Sister City Meeting in Puerto Peñasco, Sonora, Mexico – City Council

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.

Council Member Erives moved to convene into executive session at 6:58 PM; the motion was seconded by Council Member Laborin. The motion carried 6 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – 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.

M. RECONVENE INTO PUBLIC MEETING

N. ADJOURNMENT

Council Member Laborin moved to adjourn the Regular City Council Meeting at 7:39 PM; the motion was seconded by Council Member Mendoza. The motion carried 6 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – 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: July 2, 2025 to August 19, 2025
PAYMENTS OVER \$10,000

VENDOR NAME	GROSS AMOUNT	CHECK #	CHECK/PAYMENT DATE
ACHEN-GARDNER CONSTRUCTION LLC	\$588,663.78	185327	07/28/2025
ACHEN-GARDNER CONSTRUCTION LLC	\$494,449.27	185327	07/28/2025
CITY OF PHOENIX	\$415,763.64	185411	08/05/2025
ACHEN-GARDNER CONSTRUCTION LLC	\$335,684.83	101056	08/12/2025
FREIGHTLINER OF ARIZONA LLC	\$269,951.34	100879	07/07/2025
PIERCE COLEMAN PLLC	\$148,500.00	185103	07/02/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	\$145,061.19	185180	07/15/2025
AZ MUNI RISK RETENTION POOL-WC FUND	\$135,869.28	100896	07/14/2025
ALEX AREVALO	\$113,661.00	185236	07/16/2025
ANDRUS PROPERTIES INC	\$99,998.98	185114	07/03/2025
KRONOS INCORPORATED	\$89,219.59	101051	08/08/2025
BORDER STATES INDUSTRIES INC	\$77,835.66	100908	07/17/2025
CAPITAL PUMP & EQUIPMENT LLC	\$73,350.55	100876	07/07/2025
RINGCENTRAL, INC.	\$70,900.52	100898	07/14/2025
AXON ENTERPRISE INC	\$68,374.46	100957	07/25/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$54,398.84	185243	07/21/2025
CITY OF PHOENIX	\$48,944.57	185447	08/07/2025
TOM JONES FORD LLLP	\$46,797.43	185281	07/21/2025
KIMLEY-HORN AND ASSOCIATES, INC.	\$46,574.00	100910	07/17/2025
MOTOROLA SOLUTIONS INC	\$44,840.10	101006	07/31/2025
FELIX CONSTRUCTION COMPANY	\$40,257.45	185161	07/15/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$39,077.52	185243	07/21/2025
MOTOROLA SOLUTIONS INC	\$38,495.68	101007	07/31/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$37,772.13	100995	07/31/2025
SUNLAND ASPHALT & CONSTRUCTION LLC	\$36,604.49	101088	08/14/2025
ASU FOUNDATION FOR A NEW AMERICAN UNIVERSITY	\$36,000.00	185464	08/13/2025
CLEARGOV INC	\$35,215.83	100919	07/17/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$34,834.40	101075	08/14/2025
CITY OF AVONDALE	\$34,056.30	185121	07/03/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$33,552.95	100958	07/25/2025
SOLENIS LLC	\$33,470.64	100970	07/25/2025
JACOBS ENGINEERING GROUP INC	\$32,360.00	100928	07/22/2025
BODEV INC	\$31,382.00	185461	08/13/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$30,767.98	185243	07/21/2025
LEA-ARCHITECTS LLC	\$30,340.75	185140	07/08/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$29,827.02	100959	07/25/2025
CAPITAL PUMP & EQUIPMENT LLC	\$28,987.28	100876	07/07/2025

FELIX CONSTRUCTION COMPANY	\$28,699.19	185419	08/05/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	\$28,073.30	185180	07/15/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	\$27,883.80	185180	07/15/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$27,868.28	100997	07/31/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$27,009.93	101076	08/14/2025
STERLING COMPUTERS CORPORATION	\$26,241.13	101087	08/14/2025
BORDER STATES INDUSTRIES INC	\$25,925.59	100978	07/29/2025
ADAPTIVE ARCHITECTS INC	\$22,265.00	185145	07/15/2025
AED EVERYWHERE, INC.	\$22,095.25	185330	07/28/2025
CAPITAL PUMP & EQUIPMENT LLC	\$21,840.00	100876	07/07/2025
MARICOPA COUNTY SHERIFF'S OFFICE	\$21,807.93	185126	07/03/2025
FSL HOME IMPROVEMENTS	\$21,214.98	185163	07/15/2025
WASTE CONNECTIONS OF ARIZONA	\$20,047.18	185349	07/28/2025
CARESCAPE INC	\$19,470.00	185153	07/15/2025
LEA-ARCHITECTS LLC	\$19,307.75	185140	07/08/2025
LYFT, INC.	\$18,681.26	101084	08/14/2025
AZ MUNI RISK RETENTION POOL-WC FUND	\$18,672.82	100896	07/14/2025
REGIONAL PUBLIC TRANS AUTHORITY	\$18,308.34	101089	08/14/2025
MOTOROLA SOLUTIONS INC	\$17,697.81	100929	07/22/2025
LYFT, INC.	\$17,501.61	100949	07/25/2025
CAPITAL PUMP & EQUIPMENT LLC	\$17,160.00	100876	07/07/2025
VERTOSOFT LLC	\$16,808.97	100900	07/14/2025
OCLC, INC	\$16,219.34	100905	07/14/2025
KIMLEY-HORN AND ASSOCIATES, INC.	\$15,488.34	101080	08/14/2025
FERGUSON US HOLDINGS INC	\$14,898.04	185316	07/24/2025
BORDER STATES INDUSTRIES INC	\$13,444.31	100908	07/17/2025
FERGUSON US HOLDINGS INC	\$13,073.19	185316	07/24/2025
FERGUSON US HOLDINGS INC	\$13,073.19	185316	07/24/2025
WEST YOST & ASSOCIATES INC	\$12,616.00	101041	08/06/2025
ENDRESS + HAUSER INC	\$11,948.58	185159	07/15/2025
BORDER STATES INDUSTRIES INC	\$11,227.04	100908	07/17/2025
CLEARGOV INC	\$11,179.90	100919	07/17/2025
LN CURTIS & SONS	\$11,047.07	101030	08/06/2025
ARIZONA STATE TREASURER	\$10,885.02	185181	07/15/2025
JTB SUPPLY COMPANY INC	\$10,788.85	185242	07/16/2025
BRADY INDUSTRIES ARIZONA LLC A BRADYPLUS COMPANY	\$10,600.62	100979	07/29/2025
FERGUSON US HOLDINGS INC	\$10,454.46	185316	07/24/2025
CITY OF TOLLESON-MEDICAL	\$10,448.12	100965	07/25/2025
CITY OF TOLLESON-MEDICAL	\$10,364.16	100965	07/25/2025
AZ MUNI RISK RETENTION POOL-WC FUND	\$10,056.13	100896	07/14/2025
VERIZON WIRELESS SERVICES LLC	\$10,025.45	185310	07/24/2025

Post-Production File

**City of Tolleson
City Council Meeting Minutes
August 26, 2025**

Transcription Provided By:
eScribers, LLC

* * * * *

Transcription is provided in order to facilitate communication accessibility and may not
be a totally verbatim record of the proceedings.

* * * * *

DAVIS: I think that means it's 6 o'clock. Good evening, everyone. I'm Vice Mayor Jimmy Davis. Today is August 26th, and I would like to call the City Council meeting to order. As we begin tonight's Council meeting, I want to first acknowledge a heartbreaking loss within our own community. We extend our deepest condolences to the Salazar (ph.) family on the passing of Jasmine. Jasmine was a former Tolleson High School student, a gifted artist and musician, and a cherished member of our Tolleson family. Her creativity, her spirit and -- and the love she shared touched many lives here in our city, and her family has been a part of our community for many years. We share deeply in their grief.

I also want to take a moment to recognize another tragedy that has shaken our neighboring community. The recent stabbing death of a 16-year-old student at Maryvale High School. Our thoughts are with the student's family, and we also extend our compassion to the students, faculty, and staff of Maryvale High School who are mourning and processing this loss together. Let us hold these families, classmates, and communities in our hearts tonight as we come together in unity and care.

At this time, I'd like to invite City Manager Medrano to lead us in our invocation. Please stand.

MEDRANO: Lord Jesus, you are taught -- you taught us to have the heart of a child. Grant us the grace to turn to you, trusting that you will guide our steps and strengthen our resolve when we face uncertainty about the future. Grant us faith and a spirit of openness that we may embrace the opportunities and challenges that lie ahead. When we feel burdened by the weight of responsibility. Reach out to us with your peace, that we may lean on your wisdom and seek solace in your presence. When we experience moments of success, remind us that true joy comes from you. And may we serve with humility and gratitude, knowing all good things come from your hand. Amen.

ALL: I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

DAVIS: Please let the record reflect that all Council members are present. Mayor Rodriguez is present via Zoom.

Item D, Final Call To Submit Speaker Requests. Now is the final call to submit speaker requests to the City Clerk. All speakers will be limited to three minutes for comments only. Actions taken as a result of public comment will be limited to: One, responding to criticism; two, directing staff to review the matter, or three asking that a matter be put on a future agenda.

City Clerk, are there any speaker requests?

SALAS: No, Vice Mayor, we don't.

DAVIS: Item E, Call To The Public (Non-Agenda Items). It is now the call to the public.

City Clerk, do we have any submissions?

SALAS: No, Vice Mayor, we don't.

DAVIS: Item F is Proclamations and Scheduled Appearances. Number one, a proclamation declaring August 31st, 2025 as Overdose Awareness Day in the City of Tolleson to raise awareness of drug overdoses, reduce the stigma of drug-related deaths, acknowledge the grief felt by families and friends by remembering those who have died or sustained permanent injury as a -- as a result of drug overdose, and in support of those working towards recovery and prevention.

I'm going to turn it over to George Good, Chief of Social Impact. He's online.

GOOD: Good evening, Vice Mayor and members of the Council. As you stated, August is Overdose Awareness Month. Last year, we saw a decrease in opioid-related deaths of about 30,000, which was really good. Moving in the right direction on that. Tolleson is involved in many ways, such as a Leave Behind program that PD and Fire are doing, Narcan education. Our city library and other ways.

This year, I'm especially excited as we now have TAASA, the Tolleson Alliance Against Substance Abuse on board with you, Vice Mayor and Council member Gamez leading that effort.

September 3rd, we'll be at the Arizona Drug Summit, learning about new methods to help us continue to fight this epidemic.

And with that, Council Member Gamez or Vice Mayor Davis, is there anything you would like to add?

DAVIS: Council Member Gamez, you'd like to add anything?

GAMEZ: Looking forward to it. And I'm glad that the numbers are down. I hope they can get -- I'm sorry. I hope they can continue to keep going down, and I think we'll do whatever we can to deal with the issue here in town and help the community and the families that they need it. Very simple. But it's -- we're just starting it. But we're starting strong. Thank you.

DAVIS: Yeah, I'm really happy to hear about a 30,000 reduction in opioid deaths. That's -- that's amazing progress. But there's so much more work to do. So I'm looking forward to hitting the ground running with our -- with our thoughts and initiative and really, you know, trying to turn the tide on this -- this horrible thing that's happening in all of our communities.

Anybody else? No? Okay.

Now, therefore, I, Vice Mayor Jimmy Davis, do hereby proclaim August 31st, 2025, as Overdose Awareness Day in the City of Tolleson. Be it proclaimed.

GOOD: Thank you, Vice Mayor. And thank you, Council, for all your support.

DAVIS: Thank you, George.

Item 2. Proclamation declaring September 2025 as Ovarian Cancer Awareness Month in the City of Tolleson, joining all those who are battling ovarian cancer, those who have lost their lives to -- to the disease, their loved ones, and our state's dedicated healthcare professionals and raising awareness, advancing public education, and embracing hope for earlier diagnosis, improved treatments, and ultimately, a cure.

We have Rachel Sackett of the National -- National Ovarian Cancer Coalition who will say a few words regarding this proclamation. Rachel?

SACKETT: Thank you, Vice Mayor. Ovarian cancer is one of the deadliest cancers impacting women, yet it remains one of the most underfunded and least understood. Each year in the United States, nearly 20,000 women are diagnosed, and over 12,700 will lose their lives to this disease. That is a staggering 64 percent mortality rate. Here in Arizona, hundreds of women face this devastating diagnosis each year. Sadly, more than 75 percent are diagnosed at advanced stages due to vague symptoms and

the lack of a reliable early detection test. The five-year survival rate remains below 50 percent, and shockingly, that number has not significantly improved in decades.

At age 38, I was diagnosed with stage 3A low-grade serous ovarian cancer, or LGSOC, a rare form of ovarian cancer that disproportionately impacts young premenopausal women. This insidious disease has no standard of care, is chronic, and experiences an 85 percent recurrence rate. The impact on my life and my family as a result has been profound. Like many women that face LGSOC, I lost my ability to have biological children with no time or guidance to preserve fertility. Cancer robbed my husband and I of the dreams we had not yet fulfilled, and these losses still echo through every day of my survivorship.

As a five-year survivor, it's heart-wrenching to think that I've beaten the odds. But even worse, there are the devastating stories of those who did not. One of them is my dear friend and first mentee, Jordan (ph.), who died last September during Ovarian Cancer Awareness Month, just one day after her 33rd birthday. Jordan was vibrant, brilliant, and full of hope. I had the privilege of running the Disney Princess 10K with her last February, only seven short months prior to her passing. Jordan's last words to me were, I'm glad you're fighting for awareness of this disease, I just don't have it in me right now. Thank you, and I love you. Jordan's death crushed me, but I made her a promise to continue fighting for her and every woman still waiting for earlier detection, better treatment, and a real chance of survival.

Women like Jordan deserve more. They deserve better. They deserve a future that begins with awareness, which leads to earlier diagnoses, research resources, and ultimately, survival. And that is why this September, I have asked for your leadership by proclaiming September as Ovarian Cancer Awareness Month. Thank you for standing with survivors, honoring those we have lost, and helping to protect women across Tolleson, Arizona. Together, we can shine a light on this gravely overlooked disease and give hope to the women and families in our community who need it the most.

DAVIS: Thank you, Rachel. I'll now open it up for discussion. Council?

No? Well, thank you for the work that you're doing. I know that, you know, cancer in

general affects so many lives. And this cancer in particular sounds incredibly difficult. And you know, we want to send our condolences for your losses and wish you all the best in -- in your work in this -- in this arena.

SACKETT: Thank you so much. I appreciate that.

DAVIS: Now therefore, I, Vice Mayor Jimmy Davis, do hereby proclaim September 2025 as Ovarian Cancer Awareness Month in the City of Tolleson. Be it proclaimed.

SACKETT: Thank you.

DAVIS: All right. Let's take a picture, guys.

GAMEZ: Thank you.

ERIVES: Thank you.

DAVIS: All right. Item 3. Proclamation honoring Alejandro Salazar, Teen Council Mayor, for his outstanding leadership and for receiving the College Board National Recognition Program's First-Generation Recognition Award for Outstanding Academic Achievement. Parks and Rec. -- Parks and Recreation director Babchuk will say a few words regarding this proclamation.

BABCHUK: Thank you, Vice Mayor. Good evening, Council members. This evening, it's my honor to recognize an outstanding young leader in our community, Alejandro Salazar, the mayor of the Tolleson Teen Council. Alejandro is a bright student attending University High at the Tolleson Union High School campus. As a senior, he'll graduate this year, already distinguished by his academic achievements. He has received the prestigious First-Generation Award for Academic Achievement and has been awarded \$16,000 a year to attend the Arizona State University.

Alejandro's perseverance and dedication extends far beyond the classroom. His unwavering commitment to the City of Tolleson has been evident through his service and leadership as a member of the Tolleson Teen Council. He has led with heart and given with purpose, setting the standard for what it means to serve as a youth ambassador for our community. Alongside his fellow elected officials, he has held a vital role in supporting community events, youth focused projects, and citywide campaigns, always working to make Tolleson a better place for all of us.

On behalf of the City of Tolleson, I want to thank Alejandro for his academic excellence, his passion for service to our community, and his leadership as a teen council mayor. He is a shining example for his peers and a reminder to all of us that -- of the bright future ahead when we invest in and support our youth. Congratulations, Alejandro. We are proud of you and excited to see the great things you accomplish at ASU and beyond.

DAVIS: Would you like to say a few words, Alejandro?

SALAZAR: First off, I want to thank Randy, City Council members and my family, and of course, my teachers. They have been a great support to me and my journey. After all the hardships I have been through and the challenges I have faced, I am very blessed to have received this award and continue to serve my community. As in the future, I would hope to become a firefighter and hopefully have a degree in public safety with an emphasis in emergency management.

But overall, what the Tolleson Teen Council is, for those that don't necessarily know, we are a youth council where we serve our community to -- to get our voices as teens towards problems that we see within our campus and within our city. And with our -- couple of our ideas this upcoming year, we would like to continue having suicide and drunk driving campaigns. More crosswalks around the City of Tolleson, as -- as now there is a lot more traffic with the new construction on campus. We would also like to get more community cleanups, as we do not -- I feel that we do not do as much cleanups as we should throughout the City of Tolleson. And -- sorry, I'm nervous.

DAVIS: Me too. So that makes two of us.

SALAZAR: But yes, overall, I am very blessed to have received this, and I thank everyone that has been continuing to support me and my journey. Thank you.

DAVIS: Well, we're going to take a picture in a second, but I want to say something first, and I'll open up to the rest of the Council to see if they want to say anything.

I'm incredibly proud of you. You have been an exceptional leader. I've gotten to know you a little bit over the last year or so, seeing you at various conferences and different things that we've done together with Teen council and City Council. You're doing an exceptional job, and I think the sky is the limit for you. So just keep pushing forward.

Don't ever let anything stand in your way because you're going to kill it. You're going to be a rockstar someday. So don't forget the -- the old people up here when --

SALAZAR: I am not. Don't worry about that. Thank you, Vice Mayor Davis.

DAVIS: Council, anybody else?

GAMEZ: Congratulations. Great job. And continue going forward. Absolutely.

SALAZAR: Thank you.

DAVIS: Linda?

ERIVES: I had the privilege -- we had the privilege of meeting you. So again, Alejandro, with your -- when you came to our Women's Club, when you helped volunteer. He didn't know our Women's Club. We didn't know of you. You came in, and we needed someone to grill pancakes, and it's a messy job, right? Like, the batter. And like, Alejandro just put on the apron. Got straight to that grill. I do this, I can do this. He was amazing. The pancakes were flipping; everyone was eating and enjoying. And I said, who -- who are you? And you're just like, oh, I made pancakes. This is -- I think you did it at your previous job or at your job where you make --

SALAZAR: Yes, ma'am, I do -- I do do that at my current job right now.

ERIVES: Current job, right? So he's like, I got this, I got this. And then I hear more about you and you're -- oh, you're in teen council. But the way your heart just was serving the community that day, it just -- I'm so impressed. And then to learn more about all the other things. And then now to hear this award that you're -- and -- and I have to say this, ASU?

[LAUGHTER]

ERIVES: My heart. Oh, I went to NAU myself. And so, that's why I'm like, oh, ASU. But you know what, Mijo? You've convinced me. You've changed my mind. I'm really celebrating. And like Mayor -- Vice Mayor said, continue, we -- we know you're going to have wonderful -- but we are here for you still, even as you continue. Continue to lean on us if you need us. We are always going to be here. Congratulations.

Congratulations.

SALAZAR: Thank you. I really appreciate it.

DAVIS: Councilman Chavira?

CHAVIRA: Congratulations to you and your family. This is an awesome opportunity, and I know that you will do well. I very much enjoyed the past year getting to know all the members of the teen council and you. And you've done an excellent job. And you know, when we attend conferences like we did last week, it's an amazing experience when other cities recognize what a great group of people that we have. And so, kudos to you. Congratulations. And you will do great.

SALAZAR: Thank you, Councilmember Chavira.

DAVIS: All right. Anybody else?

MENDOZA: I just want to say congratulations, and it was a pleasure talking to you when we were at the conference. And I expressed my -- that I'm so happy for you and the family. Congratulations, and keep going forward.

SALAZAR: I really appreciate it.

LABORIN: Congratulations, Mijo. You achieve everything you want to achieve, and you get the job you want to get. Keep going.

SALAZAR: Thank you. Thank you, I appreciate that.

DAVIS: You hear that? I'm just kidding. No pressure.

YOUNG: Yeah, (indiscernible) fire station (indiscernible). Represent himself, and (indiscernible). Sometimes people will come to the station, especially their first ride along, and they're nervous, they kind of sit back, and it takes a lot to get things out of them. He showed up. He wanted to be a part of the team. He wanted to learn. He wanted to know what we do, why we do it. And then had the pleasure of being around with the Backpack Drive, and everything that Randy said about him is absolutely true. And congratulations and good luck to you. And you know that your Tolleson family has your back as well.

SALAZAR: Thank you, Chief Young.

DAVIS: All right. Now, therefore, I, Vice Mayor Jimmy Davis, do hereby deem it an honor and pleasure to extend this proclamation to Alejandro Salazar. Be it proclaimed. Paparazzi. Family wants to come up.

MENDOZA: Yeah, absolutely.

[LAUGHTER]

UNIDENTIFIED SPEAKER: Alejandro.

SALAZAR: Thank you.

DAVIS: Congratulations.

LABORING: Congratulations.

ERIVES: Oh, sorry.

GAMEZ: Don't move my chair.

ERIVES: We're playing musical chairs here. Congratulations.

DAVIS: All right. Now we're going to move on to Item 4. Introduction of New Employees.

City Manager Medrano?

MEDRANO: Mr. Vice Mayor, members of Council. This is one of my greatest joys to welcome new teammates and acknowledge existing teammates -- good job, buddy. Mr. Mayor, I'm sorry -- for their accomplishments. Well, first, in introduction of new employees, we have one of my compatriots, Fernando Figueroa, a fellow public safety dispatcher. I don't know if he's on, Chief, or not, but we want to acknowledge his decision to choose to serve Tolleson, and we take that more seriously than anybody can understand.

Next, I am overjoyed to announce that Ernesto Figueroa is now an employee resources technician. He moved from the front desk upstairs, and he'll be working with Deputy City Manager Jackson. He already is. So right now, he's splitting time during the transition. And of course, he's doing a wonderful job already. And I'm one of Ernesto's biggest fans. I think we all are. I think we can all have an argument about that. He's the -- been the face of Tolleson for quite a few years now, and people absolutely adore him and appreciate his efforts to -- to help them with every challenge that they bring to the front desk. So congratulations, Ernesto.

And then we have our first ever Marvin Andrews Fellow. Marvin Andrews is one of the top three public affairs fellowships in the world. And we have one from --

UNIDENTIFIED SPEAKER: ASU.

MEDRANO: From ASU. I'm sorry, I did not forget that intentionally. But I'm honored to introduce Melissa Leal-Esquivel back there. If you haven't met her already. She's upstairs with us. Come by and say hello. She's already making a huge impact and she's a lot of fun to be around. And I think she understands that most about public affairs, you have to find the joy in service. And I think you were born with that, Melissa. So we're overjoyed to have you here.

And then finally, I am equally honored to introduce one of my oldest teammates. He's been with the City of Tolleson as long as I've -- as I've been in this position. He was part of the team that laid the foundation for our current information technologies infrastructure. He's been through a lot. We've been through a lot together. And most recently, he was promoted to the -- I'm going to just call it the IT manager because I don't know the specifics of it. But we're honored that Richard Tso accepted the position to lead the IT department forward. Richard, congratulations.

That's all we have, sir. Thank you.

DAVIS: All right. Well, welcome to our new Tolleson family members. We -- we love adding additions to -- to our ever growing, ever expanding family here in Tolleson. And congratulations to those who have received promotions. We like to keep you guys in-house. You're not allowed to go anywhere else.

MEDRANO: Exactly.

DAVIS: We steal from other cities. It doesn't work the other way. All right.

Item 5. So tonight, it's my honor to present the Arizona League of Cities and Towns 2025 Service Awards. These awards recognize dedicated public servants whose leadership and commitment have made a lasting impact on our community.

So this is kind of a pretty cool thing that -- that happens at the Arizona League of Cities Conference every year. It's a whole bunch of -- it's well, it's all of the Council members and mayors from all over the State of Arizona. We come together to exchange ideas and have meetings and meetings and more meetings and more meetings. But it's a -- it's a great time to -- to really highlight what -- what the various cities are doing. And it's

really amazing at the -- some of the awards that I'm about to announce here -- at just the amount of time and dedication these individuals have given to the City of Tolleson. I -- I think being a Council member is not what you think. Let me tell you that much. It's sometimes a thankless job. It's a lot of work. It's -- it's kind of getting in the mud sometimes and having to do and deal with things that are -- are sensitive and not always, you know, fun, joyful initiatives.

So you know -- well, let's just -- let's thank them for the years of service. So let's start with Clorinda Erives, 16 years of service.

DAVIS: Linda Laborin, are you ready for this? 24 years of service.

This one had me sent. So Council Member Gamez is going to receive this next, this award here. And I would like to point out that I -- I'm going to say this for as a matter of public record -- I'm 39 years old. That hurt a little bit. But I'm 39. And Council Member Gamez has been on the Tolleson City Council one year longer than I've been alive. 40 years of service.

ERIVES: 40. 40.

DAVIS: It's -- I don't do Math. 80 years of service combined? 80 years of service combined up here on this dais. That's -- and that's not including Mayor Rodriguez, who's been on the Council for a lot of years, too. How many years has he been on? Do you know anybody? 18? Something like that. That's just --

ERIVES: Oh, no. Longer.

DAVIS: Longer? That's just an incredible --

MAYOR RODRIGUEZ: (Indiscernible).

DAVIS: How many?

MAYOR RODRIGUEZ: Coming up on 20.

DAVIS: 20? Wow. That's, I mean, just the combination of experience up here on the dais is -- it's -- it's amazing. And I'm really lucky, as a newer Council member, to be able to sit with these individuals and learn from them day in and day out. So I just want to thank you guys for that. And I do appreciate everything that you guys have done for this community over the years. So thank you guys for your service.

GAMEZ: Vice Mayor. Thank you.

DAVIS: The plaques?

ERIVES: Another picture.

GAMEZ: Are we ready?

ERIVES: Oh. Tada.

GAMEZ: What plaque? No. That's fine. One of the plaques are no problem. Okay. He's done.

GAMEZ: Thank you.

DAVIS: Do any of you guys want to say anything or? Council members, got anything to add?

GAMEZ: This seems like yesterday. I mean, no big deal. No, I -- you know, this community has -- has done a lot for me, and as growing up, it gave a lot to our community, to my family. And as a little kid, I thought, man, these guys came to our house, gave us food. Didn't know that existed. I asked my dad, what happened? How come we got food? Well, we're not -- we're not very rich. We need help. And the City does this? Yeah, they do. So that's pretty damn cool. So I thought, I'm going to do the same thing when I get older. And I've been doing it ever since I was a little kid. Always giving back because that's what I learned, to give back. And -- and I love this community. I'm not going anywhere. Born and raised here, and that's the way it is. I believe that we should give back. We believe that we should keep doors open for young men like Alejandro, like the young lady over there going to ASU. Not any of you, but that's okay. We need to keep the door open and make sure that they go through it and become successful. I was given that opportunity with (Indiscernible)'s dad, he was my mentor. Without him, I wouldn't be here. Again, give back. Always give back. And this community is about that. It's family. Takes care of each other and just become successful.

That's all I got to say. I'm not going anywhere. Another 40 years.

[LAUGHTER]

GAMEZ: Thank you.

LABORIN: No. I'm good.

DAVIS: Clorinda?

ERIVES: I do. But I wanted to make sure. Linda, you're -- okay.

I'm going to echo your sentiments just a little bit. But I'm going to point the finger this way as far as, you were my mentor. So -- so I think I'm, 5th grade or 6th grade. I'm not sure what, but you had won an election, and I said -- and you were on our -- we're on a playground because I can remember you have, like, coins in your pocket or something. And you were -- we were talking and you said something election. And then I was like, what does that mean? What does it mean to be on the Council? What does it mean -- that -- that? And then you're explaining it to us. And I -- I was in, like, again, 5th or 6th grade. I said, I want to run for Council. I want to run for Council. That sounds really cool job that you just got elected to. But more than that, that I said it, you held me accountable to it because you would ask me as years were -- no, no, I can't right now, I just got married. No, no, I can't right now, I just had children. No, no, I can't. I'm still teaching. No, no. And you would ask me, well then, when are you going to run? Well then, when are you going to run? And then I said, okay. So 16 years is because you had held me accountable. That that's -- that's that power of our community when you say we invest in our youth, not just when they're in 5th grade, but continued on and on and on. And my learning from -- from Council has continued because even though at 16 on the plaque, there's still some things that I don't know. And there are always new situations that occur. And as a Council, we have to always look in the best interest of our community, but we have to make some difficult decisions as well, and not always popular ones. But -- but we do it in the interest of our community.

And when I say community, we are so unique. Where we have our own post office, we have our own fire department, we have our own police. We're like this tiny island that if I didn't own a vehicle, I could still walk. I could go to elementary and to the high school. I could go grocery shopping. I can go get this. I can go get this. I can visit my neighbor. I can go to church. All within this nucleus of a community. And it's amazing. And then you go to, you know, Arizona cities and towns, and there -- there's -- they see this

shining, glowing, beautiful center of us. And then they acknowledge that. And not that we're prideful because we're going to do it anyways. We're going to do this because that's us, but that others recognize it. That feels good too. That feels good too. So this honor is -- is -- is appreciated. But it's an honor to sit here with you all too, as well, so thank you.

GAMEZ: Thank you.

DAVIS: Other Council members, anything to add? No? Okay. All right. Well, thank you guys again for all of your years of -- of service. And I'm wishing you many, many more years. All right.

Business From the Floor. We don't have any.

Item H. Consent Agenda Action Items. We have items 1 through 9 on the consent agenda. I will now entertain a motion.

GAMEZ: Move for approval, Mr. Vice Mayor.

DAVIS: All right. Council member Gamez with the motion. Council member Laborin the second.

All in favor, say aye.

ERIVES: Aye.

MENDOZA: Aye.

DAVIS: All opposed? Motion carries.

MAYOR RODRIGUEZ: Aye.

DAVIS: That was unanimous.

ERIVES: That was unanimous.

DAVIS: Regular Agenda Action items. Item 1, Approve/Deny Special Event Class 3 Permit Application as submitted by Leticia Peralta of -- on behalf of Blessed Sacrament Church, 512 North 93rd Avenue, Tolleson, Arizona 85353, to request a temporary street closure on Van Buren Street and on 93rd Avenue during the annual Fiesta de Amistad Parade on Saturday, October 11th, from 10 a.m. to 11 -- to 11 a.m. The parade will begin on 96th Avenue and Van Buren Street, continue east on Van Buren Street to 93rd Avenue, and then north on 93rd Avenue to Blessed Sacrament Church Fiesta grounds.

Barricades will be placed beginning at 8 a.m. and will be picked up by noon. Parks and Rec Department, Director Babchuk.

BABCHUK: Thank you, Vice Mayor. Members of the Council. Blessed Sacrament Church is seeking approval for their parade on October 11th. Which again will start on 96th Avenue in front of the high school. Go east to 93rd Avenue and then north on 93rd Avenue to the church. They've gotten a barricade plan from our streets division. So they follow that to the T, and they just deal directly with the barricade company and pay the barricade company themselves. So they already know what's expected of the City. And they follow all those policies and rules and regulations that we set forth.

DAVIS: Council, does anyone have any questions or comments on this item? No? Okay. I think it's pretty straightforward. I'll entertain a motion.

ERIVES: Motion to approve.

DAVIS: Council member Erives. Okay. The first goes to Council Member Erives, second to Councilwoman Chavira. All in favor?

ALL: Aye.

DAVIS: Opposed? All right. Motion carried.

Item 2/ Adopt/deny Resolution Number 2616 of the Mayor and Council -- City Council of City of Tolleson, Arizona, authorizing the acquisition of real property near the northwest corner of 83rd Avenue and Buckeye Road.

I'm going to go ahead and turn this over to Development Services Director Earp.

EARP: Thank you, Vice Mayor, Mayor, members of the Council. This is a property we spoke about a couple months ago. It's on 83rd Avenue next to the QT. It was -- it's owned by the County right now. They had to do some -- some work on their end, but now they're ready to sell. This is the amount it was appraised for. So we're asking for approval to purchase this property. Plus, a budget transfer in the amount of 3.4 million from -- from the federal grants fund to capital. And I can have a -- the -- our CFO kind of describe that situation on the budget transfer.

ARTZ: Thank you, Vice Mayor, Mayor, and Council. So this was not a budgeted item for this fiscal year. So we are requesting a transfer from the grants fund to the capital fund

to pay for this purchase. It will result in a spending of fund balance in this current year is what we're doing since it was not a budgeted line item.

If Council has any questions, I'm happy to answer them.

DAVIS: Any questions or comments from the Council?

CHAVIRA: I want to point out that we had discussed this previously.

EARP: Correct.

CHAVIRA: This is something that we had all --

EARP: Right. This was the direction from City Council to move forward on this purchase. Yes.

DAVIS: Okay. All right. Then I will entertain a motion.

GAMEZ: Mr. Mayor. I move that we adopt Resolution Number 2616.

MAYOR RODRIGUEZ: Second.

DAVIS: Second from Mayor Rodriguez. All right. All in favor, say aye?

ALL: Aye.

DAVIS: All opposed? All right. Motion carried.

ARTZ: That's a big deal. (Indiscernible).

DAVIS: Item number 3. Adopt/deny Ordinance number 626. I will turn this back over to development services Director Earp.

EARP: Thank you, Vice Mayor, members of Council. We're actually going to have our city attorney discuss the next two items. They go hand in hand together.

WINGO: Good evening, Vice Mayor and Council. So the two ordinances you have before you tonight, items 3 and 4 are -- are to amend certain provisions in the city's zoning ordinance. And we've -- we split them up because the -- the first item, number 3, really addresses section in Article 4, which deals primarily with site plans and building permits or development plans.

Number 4, the second ordinance will amend Article 2, which is a separate section of the Code that deals more with final plats and lot splits and design criteria.

The -- the purpose between behind both of these ordinances are identical. And I'll give you a little background. In 2023, the State legislature adopted a Senate bill 1103, which

amended state law and made it permissive for cities to have administrative approval of certain development items, such as final plats, site plans, lot -- lot -- small minor lot divisions, and things like that. Sort of made sense because Council typically deals with legislative discretionary matters, not administrative matters, because for things like a site plan or a final plat, staff goes through and they check off boxes and says, you know, does the site plan meet all of our design and building requirements? Are there enough parking spaces? Is the land -- landscaping adequate? Does it meet all of the provisions of safety and health of the State law and our local codes? And if they do that, there's not much discretion. They have to be approved because they've met all of the criteria. So it was permissive back in 2023.

This year, the State legislature passed House Bill 2447, which made that instead of being permissive, mandatory. So the law now says that there has to be an administrative approval process of certain development applications, such as site plans, development plans, minor land divisions, and final plats. So we -- the current city code still makes it permissive. So to bring the City code in alignment with this new law, which will go into effect January 1st of 2026, we're bringing these code amendments to you. So the City code will now be in harmony. And again, the first ordinance amends Article 4, which deals with site plans and development plans, which are now required to be approved by staff if they meet all of the State and local criteria. And then Article 2 in the second, which -- which addresses final plats, lot splits, and then your -- your major, like, subdivision requirements, and that's it in a nutshell, will bring the Code now into harmony with the new law.

EARP: That, Vice Mayor, city attorney, if you may, I'm just going to add that zoning applications and use permits will still come before Council for a public hearing and approval.

DAVIS: So we'd have to approve the use before a site plan anyway, right? Is -- no?

EARP: No. So a use permit is usually a special use permit.

MAYOR RODRIGUEZ: Special use permit?

EARP: So like, give an example, murals need a use permit.

DAVIS: That was a great example, Jason.

EARP: But those -- those are -- those kind of things. We heard one last -- it's been a while since our last meeting, but we had a use permit then that was heard by Council. Those will still be -- come to Council and any kind of zoning.

DAVIS: So what kind of like, oversight do we still have? Because obviously we don't have a whole lot of -- of land left, right? Like, to develop or to use. So we obviously are going to want to have some say in what's going into these parcels.

So what does that look like?

EARP: Well, I'll let the attorney --

WINGO: You'll -- you'll have -- so you have all of the same discretion on -- on the -- the -- so the -- the overlying use, right? The zoning of it. So rezones, things like that, that that Council has legislative discretion to either approve or deny. You'll still have -- all of those will come to you. All this will change our -- our final plan -- final plats and site plans, basically.

DAVIS: Any other questions from the Council?

ERIVES: I do.

DAVIS: Councilwoman.

ERIVES: Does that include residential or you're talking more like -- like business and -- and such?

WINGO: It's everything.

ERIVES: It's everything?

WINGO: So yeah. Anything that would require. But -- but typically we're talking about larger developments that have site plans, lot splits, plats, that are going to plat different lots within the development.

ERIVES: Okay. Okay. I do have another one.

DAVIS: Well -- oh, okay. Go ahead. Before I make an offhanded comment.

ERIVES: Sorry. Yes. Sorry, sorry.

And so, amendments to the codes. If I'm a developer, where would I find these new codes? I go to the City website. They'll be posted on our codes. You're going to see

where the old code was and then the new code amended. And then that this is harmonizing with the law so that we're all in compliance. How does one person find this?

EARP: Yes. Vice Mayor and Council Member Erives, yes, we'll have it on our website. We'll have it on our (indiscernible). And trust me when I say this, all developers know that this is a new law because it's -- it -- not in our city, because we are fast no matter how we do it. But a lot of cities, you know, it just slows down the process. And now this is going to speed up the process for development. So they guarantee 100 percent know this law is going into effect January 1st.

ERIVES: Okay.

WINGO: And I, Mayor, Vice Mayor and Council, I've done this now in three other jurisdictions in the last month. So all -- all towns and cities are now required to have this administrative process for those administrative reviews.

BABCHUK: Thank you. (Audio Interference) can't come in and tell staff, hey, I want to build an undesirable business on a retail parcel. They can't do that. If it needs a rezone, it has to come to you. So you still have the ultimate control what goes on, what parcels if it deviates from the zoning category. And in our case, as you know, we try to convert everything to retail. So if we get a big retail use on a -- an I-1, it's allowable. So we can move forward with that. It wouldn't need a rezone. But the inverse would not be allowed. We couldn't rezone a I-1 or C-2 to an I-1 without your permission. We'd never ask. I feel stupid saying it, Jason. We'd never even bring it up, but say, like, I retire and Jason's gone, and you have new administration that doesn't grasp your -- your vision the way we do, you still get to hold them accountable through the zoning process.

DAVIS: I just, you know, I need the State legislator to maybe focus on things like funding education and stay out of the business of the local localities. But you know, what do I know?

All right. So can I have a motion for -- to approve or deny Ordinance Number 626?

CHAVIRA: Vice Mayor, I make a motion to adopt Ordinance Number 626 and 627.

DAVIS: Can we do them together? Do we have to do them separately?

WINGO: The best practice, for the record, would be to do them separately.

ERIVES: I second your motion for Number 626.

DAVIS: Okay. All in favor?

ALL: Aye.

DAVIS: All opposed? Motion carries to approve Ordinance Number 626.

Okay. Can I get a motion to approve or deny Ordinance Number 627?

CHAVIRA: Mayor, I make a motion to adopt Ordinance Number 627, bringing us in line with state law.

DAVIS: Can I get a --

LABORIN: Second.

MAYOR RODRIGUEZ: Council Laborin with a second.

All in favor?

ALL: Aye.

DAVIS: All opposed? All right. Motion carries.

ERIVES: Now in harmony.

DAVIS: Number 5. Right? Is that where we're at? Yeah.

Item 5. Approve/Deny the Construction Manager at Risk Agreement between the City of Tolleson and Chasse Building team for Phase III of the Tolleson Aquatics Center Project. Development Services Director Earp.

EARP: Thank you, Vice Mayor, members of the Council. We're excited. We finally got our -- our guaranteed maximum price. We're asking for approval tonight for it not to exceed 36 million, 900,000. And also with that, we authorizing a transfer of contingent -- contingency funds in the amount of \$2 million. Just -- just want to remind Council and Vice Mayor that a few months ago, we came with the Phase I, with the \$3 million. That was for long lead items, that's included in the 36,9. So it's not an addition to. Okay. I just -- I didn't want you to think it was more than the that amount. But if you have any questions, be more -- more than happy to answer. We're excited. They've been grading at risk. Moving forward, we've already had our two weekly meetings. We had a meeting with utilities for off sites. So that's -- you'll see some more

information on that coming down, because there's going to be some street -- not closures, but some -- because they have to get the utilities from one side to the other. But we're moving along and hopefully get this open as soon as we possibly can.

DAVIS: Council, anything?

CHAVIRA: I'm excited.

MAYOR RODRIGUEZ: Yeah. I'm excited.

ERIVES: I'm excited.

DAVIS: Mayor. Go ahead.

MAYOR RODRIGUEZ: No, I was going to say a motion to approve. It's -- it's the cost of doing good business for our residents. So I say we just move forward and get this done.

DAVIS: All right. Do we have a second? Second from Councilwoman -- Councilwoman Erives. All in favor?

ALL: Aye.

DAVIS: All opposed? All right. Motion passes.

UNIDENTIFIED SPEAKER: Yes.

DAVIS: I am -- I'm very excited to see this project getting underway. I think this is Facebook's number one issue with Tolleson right now. So every -- everything that's posted, when's the Aquatic Center going to be done? So let's get this thing built. I'm going to do a cannonball off of the -- not the high dive. That's a lie. I'm not -- the -- the short one. The short one.

ERIVES: That's the baby pool.

DAVIS: Into the baby pool. I'm going to cannonball into this pool when it is open.

All right, okay. All right.

Item J. Work Study and Presentations -- for Discussion. Pedestrian Bridge Design. We just got to get you a chair up here. Development Services Director Earp.

EARP: Thank you, Vice Mayor, members of Council. So the last meeting I believe we had Council gave their input on the pedestrian bridges. We went back they put it together. Do we have those slides coming up? We just wanted to show you this is with your input. And if everyone's happy, we're going to -- we'll move forward. But we can

answer any questions that you may have.

DAVIS: That's how it's going to light up. Right in the corner. That's awesome. And it can be different colors? So it could be Rainbow for pride month. Orange for Halloween. I don't know, I'm just throwing things out there.

ERIVES: Domestic violence is purple. Like (indiscernible).

DAVIS: Purple for domestic violence. That's awesome. I love that. Okay. Teal for ovarian cancer awareness. Right?

ERIVES: Yes.

DAVIS: Okay. It can match --

MAYOR RODRIGUEZ: They're both -- they both -- both bridges are going -- are going to image each other. So this design is for both locations?

EARP: That is correct, Mayor.

DAVIS: That's awesome.

ERIVES: We have twins.

MAYOR RODRIGUEZ: Okay. I like how Tolleson, the word itself is lit up, very prominent. Daytime or nighttime, now that it's lit up, it's going to be very prominent. There's not going to be any questions of where you're at. And it's going to be a proud representation of who we are as a community. It's going to be a -- a neon invitation to come and visit us here in town.

DAVIS: Yeah. This is good work. I'm really pleased with this. I -- I was definitely not pleased with the last renderings, and this actually made me really happy to see. So thank you. Thank you for taking into account what we asked.

Councilwoman?

CHAVIRA: Thank you so much. Yes, this design is much better. Love the Tolleson. I see that it's kind of orange. Can it be green for Tolleson?

UNIDENTIFIED SPEAKER: Yes. (Indiscernible).

DAVIS: The City Hall.

CHAVIRA: Okay.

UNIDENTIFIED SPEAKER: (Indiscernible).

CHAVIRA: Okay.

MAYOR RODRIGUEZ: I think it's going to be -- it's going to be rustic, right? A metal rustic.

UNIDENTIFIED SPEAKER: No, the -- the intent is that it's painted to match the color of City Hall.

DAVIS: Match the --

UNIDENTIFIED SPEAKER: But you can do (indiscernible).

CHAVIRA: That makes more sense.

DAVIS: Now that you -- now that you point that out, you can see that it does match the -- the City Hall building. So I think that'll -- that'll be nice that it all matches and flows together. So yeah. And those things are still plain for some artwork on them. Good.

EARP: That is correct.

MAYOR RODRIGUEZ: The last thing I wanted to mention is I'm very glad to see that we solved the issue with the elevators and the stairs. The last thing we want to do is build a pedestrian-friendly infrastructure for a community and then, you know, not do something for people that may be in wheelchairs or have mobility issues. So this includes 100 percent of our Tolleson residents. So I'm very proud to say that that is another layer of inclusiveness, that we include all members of our public, regardless of their abilities or thereof. So I'm glad to see that in the -- in the image too.

EARP: Thank you.

DAVIS: Anything else? All right. Thank you, guys.

EARP: Thank you, Vice Mayor. We'll move forward.

DAVIS: We're moving on to Item K. Mayor and City Manager Report of Current Events -- for Discussion. Number 1, Community Events Update.

Parks and Recreation Director Babchuk.

BABCHUK: Thank you, Vice Mayor, members of the Council. So we have a few upcoming events starting in September. It starts our 3rd Friday events. We'll have some live performances by Cachito Dance Project, is a baile folklorico dance group, and

Power Drive will be headlining the entertainment that day. So 6 to 9:30 at The P.L.A.C.E. on September 19th.

October 10th, we'll have our benefit golf tournament at Falcon Dunes. All proceeds will go help programs in the community for youth and adults.

October 17th will be our second 3rd Friday featuring Elijah Ezekiel y Los Conjunto AddictZ. And that will also be the day of our Trunk or Treat at The P.L.A.C.E. as well. So. And then ending the month of October, we'll have our Pride Day event and Resource Fair at Veterans Park. So we're going to have a high focus and concentration on beautification, yard cleanup and just enhancing the community.

DAVIS: Thank you. When we were --

ERIVES: What's the date for the Pride clean--

DAVIS: Oh, Pride cleanup date?

ERIVES: Date?

EARP: October 25th. Saturday, October 25th.

DAVIS: When we were at the League of Cities, there was a folklorico group from Superior, and they were really awesome. So we should -- we should maybe try to bring them over. And then, what city was it? Where's Niko? He left. San Luis? Were they the ones with the little -- the kid band? They had a youth band, and they were exceptional. They were rocking it in the corner. They had everyone dancing. And from San Luis? From San Luis. Yes. I think it'd be awesome to support the arts in that way if possible. So. Okay.

UNIDENTIFIED SPEAKER: (Indiscernible).

DAVIS: Item 2 is Sister Cities meeting in Puerto Penasco, Sonora, Mexico. Any Council members want to share anything? I don't know, Mayor Rodriguez, if you want to kick it off.

MAYOR RODRIGUEZ: Sure. I think it was a -- to say that it was a successful trip would be an understatement. First and foremost, I want to thank the -- the fellow Council members that went out there with us. We had a Councilwoman Chavira. I know Jimmy, our Vice Mayor, was there. Vice Mayor Davis. Of course, we had key staff. Those are

the second folks that I definitely want to thank. None of this could have been possible without the efforts of some key staff members who have been entrenched in ongoing communication back and forth.

This initiative was something that seemed pretty easy on the surface. And I know that there were some cities that were very anxious and -- and willing to participate from -- from -- from the onset. But you know, it had to be a good fit for the Tolleson community as well. And the more we talked about Rocky Point in Puerto Penasco and the connection to the Sonoran Desert and proximity and the fact that we have two very different industries that -- that move our -- our communities were retail and commercial, and they're very much shrimp boating and fishing. It's two different industries. Tourism is really big down there. You know, it was very clear every time that I've gone down there, including this last time that, you know, Playa Bonita and Puerto Penasco is very much -- even though it's not the official beach of Arizona. It has become one of the -- one of the closest, most favorable tourist attractions for many residents of our state. Not to mention California and Texas. You run into people from everywhere there. But in particular, people from Arizona have -- have gone down there and in many ways created a second home there, for sure, for vacationing.

But the meeting itself was, I thought, kind of surprising. We showed up and it was like 30 people there. I don't know, maybe I'm right, 20, 30 people. You guys can correct me. And they were all members of the media. And so, you know, they had their microphones and their recording devices and little cameras. And so, I walked in kind of thinking, okay, what -- what exactly did we get ourselves into here? And my first language has always been Spanish. That's -- I grew up speaking Spanish first, and then I learned English later on when I went to school. But you know, over the years, you speak more and more English, and your Spanish becomes kind of like a fallback, you know, Spanish. And -- and so, you know, when you meet a family member, you meet somebody, you know, your proper Spanish comes out, and sometimes it comes out exactly how you want it to be. And sometimes it comes out kind of, like, you know, you want to say certain things, but you can't really cut and paste all the right words in

Spanish to deliver the message. But I felt, in general, very comfortable. Their mayor, Mayor Castro was very inviting. The questions that were asked, the things that he nodded to me to make some comments on they were -- they were fairly easily to -- to find a connection point to. And the Spanish came through, call it, you know, that back memory in the back of somebody's brain? It just -- it just flowed naturally. And I think it turned out to be a very, very good interaction between both groups, and the media ate it up, and they -- they spent on social media. I know Vice Mayor has sent me different links from different folks on TikTok and other social media, Instagram and other stuff. Things I don't have. I only have Facebook. But he sends me the link, and I get the post from -- from Puerto Penasco. They have their own official Facebook page. And a lot of their -- a lot of their stuff is really focused on this new partnership that we've done. So I have to say it was -- it was an amazing opportunity, an amazing experience and a tremendous foundation for what is likely to be a very good, long term flourishing relationship.

DAVIS: Mayor. Councilwoman, I'd like to add anything.

CHAVIRA: It was such a great experience, and I appreciate having been able to go and I -- I'm with you, Juan. I did not grow up -- English was my first language, and I know how to speak Spanish. But if you put me in that, put me on the spot there, it's really hard to think. I think in English. And then it's hard to speak in Spanish. But I'm so thankful. I'm grateful for you, Mayor, because you -- you did a great job. And Jimmy and I could just allow you to, you know, to speak. And you did such a great job. And so, what an opportunity to have a sister city like Puerto Penasco. And I'm looking forward to our relationship.

DAVIS: Yeah, there's a -- there's a lot of opportunity there. I really, we got to visit their version of a senior center. It was more, I would say, more like a home than -- than a senior center, per se. But just -- just seeing, you know, seeing that and just seeing how - - how excited they were for us to be there. And then this press conference that we kind of got thrown into was -- was kind of intense, too, because he's not exaggerating. There was like 30 reporters. And when they were done speaking, they kind of just like rushed

them. And I just was like, let my no sabo-self step to the side because I'm not going to add anything to this. But no, I really do think this is -- this is a wonderful opportunity. As Council Member Gamez said earlier about giving back, right? It's a great opportunity for us to -- to give -- to give to a community that is in need. And also, for us -- us to gain some stuff and some roots to -- to our culture, because most of us are -- all of us are Latino on this council. So I think, you know, it's -- there's -- there's a lot of benefits and there's some real opportunities there with the arts and with our youth and our seniors. So my -- my grandparents got to tag along and represent the senior center, and they had a great experience. There's one thing that I will share. My -- my Nana and Tata and I hadn't been to the beach in years and years and years and years. And so, my -- my Nana really, really enjoyed getting to see the ocean water. So you know, we don't -- we don't really get to see that around here very much. So anyway, it was an amazing experience, and I'm really glad that I got to be a part of something that is just so special. And it really tells the story of who we are as a city. So thank you.

All right, so Item L, we're going to convene into executive session. Can I have a motion to go into executive session?

All right.

ERIVES: Go into executive session.

DAVIS: Second?

MAYOR RODRIGUEZ: Second.

DAVIS: All right. All in favor?

ALL: Aye.

DAVIS: All right. All opposed? All right. So I'll motion for us to go into executive session. Now is the time for the Council to convene into executive session. We're asking members of the public and those not involved in this executive session to please exit the meeting at this time. The only action item after will be the adjournment of the meeting. So thank you all. Motion to go into executive session or whatever you say there. And I'm going to actually ask for a five-minute recess.

APPROVED:

JIMMY DAVIS, VICE MAYOR

ATTEST:

CITLALY SALAS, DEPUTY CITY CLERK

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR MEETING OF THE COUNCIL OF THE CITY OF TOLLESON, ARIZONA, HELD ON AUGUST 26, 2025. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD, AND THAT A QUORUM WAS PRESENT.

CITLALY SALAS, DEPUTY CITY CLERK



CITY COUNCIL REPORT

SUBJECT: Claims and Bills Report for the period of August 20, 2025 to September 2, 2025

MEETING DATE: September 9, 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 August 20, 2025 to September 2, 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:

1. 08 20 25 to 09 02 25 Claims and Bills Report

City of Tolleson
Checks Recorded
Check Dates: August 20, 2025 to September 2, 2025
PAYMENTS OVER \$10,000

VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
VEOLIA WTS SOLUTIONS USA INC	126,779.32	101098	8/20/2025
DEPARTMENT OF THE TREASURY	116,746.04	185600	8/27/2025
LEA-ARCHITECTS LLC	101,981.17	185619	8/27/2025
FSL HOME IMPROVEMENTS	78,388.67	185543	8/22/2025
LEA-ARCHITECTS LLC	64,897.10	185619	8/27/2025
AMERICAN FENCE COMPANY OF AZ, INC.	56,826.00	185602	8/27/2025
CITY OF PHOENIX	43,071.31	185534	8/22/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	38,598.13	101151	8/28/2025
SAN TAN AUTO PARTNERS LLC	36,729.68	185591	8/25/2025
VEOLIA WTS SOLUTIONS USA INC	35,106.84	101099	8/20/2025
MARRERO ARMOR LLC	31,155.00	101140	8/26/2025
CITY OF PHOENIX	30,030.00	185534	8/22/2025
CDW-GOVERNMENT INC	27,449.13	101107	8/21/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	24,971.07	101152	8/28/2025
TIM ROCKHOLT	23,199.45	185648	8/28/2025
SUPERIOR CLEANING EQUIPMENT INC	22,833.96	185565	8/22/2025
WASTE CONNECTIONS OF ARIZONA	20,029.80	185646	8/27/2025
CITY OF PHOENIX	19,708.65	185534	8/22/2025
MARICOPA COUNTY SHERIFF'S OFFICE	18,728.51	185657	8/29/2025
LEA-ARCHITECTS LLC	18,542.03	185619	8/27/2025
CDW-GOVERNMENT INC	14,813.05	101136	8/26/2025
STERLING COMPUTERS CORPORATION	13,331.87	101142	8/26/2025
LEXIPOL LLC	13,277.38	101139	8/26/2025
FERGUSON US HOLDINGS INC	10,454.46	185541	8/22/2025
CITY OF TOLLESON-MEDICAL	10,357.94	101137	8/26/2025



CITY COUNCIL REPORT

SUBJECT: Settlement Participation Agreements – National Opioid Settlements (Purdue Direct Settlement and Secondary Manufacturers Settlements)

MEETING DATE: September 9, 2025

TO: Mayor and Council

FROM: George Good , Chief of Social Impact

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Emergency Preparedness Department is requesting approval of participation agreements related to two national opioid settlements: (1) the Purdue Direct Settlement with Purdue Pharma, L.P., the Sackler Family, and related entities, and (2) the Secondary Manufacturers Settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan (Viatris), Sun, and Zydus.

BACKGROUND:

National opioid settlements have been negotiated to provide funds to states and local governments to remediate the impacts of the opioid epidemic.

The Purdue Direct Settlement arises from Purdue Pharma’s bankruptcy proceedings and resolves claims against Purdue, the Sacklers, and other related parties. Local governments, including Tolleson, are eligible to participate through execution of a subdivision participation and release form.

The Secondary Manufacturers Settlements are separate agreements resolving litigation against eight pharmaceutical manufacturers. By executing a combined participation and release form, Tolleson becomes a participating subdivision and is eligible for distribution of settlement funds allocated under Arizona’s “One Arizona” Distribution Agreement.

Failure to participate would render Tolleson ineligible to directly receive settlement proceeds and could reduce Arizona’s total allocation.

DISCUSSION:

Participation requires execution of the respective Participation and Release Forms. These agreements provide for the release of related claims and establish Tolleson’s eligibility to receive direct settlement payments. Settlement proceeds are restricted to approved uses consistent with opioid remediation programs as defined in the settlement agreements.

The City Attorney has reviewed the settlement terms. Execution of both agreements ensures Tolleson’s eligibility for maximum potential recovery of funds to assist in addressing the local impacts of the opioid crisis.

BUDGET IMPACT:

Settlement proceeds received will be restricted funds and must be used solely for approved opioid remediation purposes. There is no negative impact to the City's General Fund.

RECOMMENDATION:

Staff recommends approval of participation in both settlements.

ATTACHMENTS:

1. 07 30 25 - Purdue Direct Settlement - CL-1730569 - Opioids Implementation Administrator
2. 09 09 25 Secondary Manufacturers Settlements - CL-1761676 - Opioids Implementation Administrator

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Tolleson city, AZ
Reference Number: CL-1730569

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Arizona, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. In all past national opioids settlements, Arizona has been able to get 100% participation of all 15 counties and 91 cities and towns. Our goal is to again reach 100% participation. The One Arizona Distribution of Opioids Settlement Funds Agreement ("One Arizona Agreement") will apply to the Purdue Direct Settlement meaning that the same restrictions on and reporting of use of funds for Approved Purposes and the same allocation of funds to all 106 local governments will apply. The text of the One Arizona Agreement is located at <https://nationalopioidsettlement.com/wp-content/uploads/2022/04/Final-One-AZ-Distribution-Agreement-Signed.pdf>.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. **Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.**
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation*

Form may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Jane Fallon, Assistant Attorney General, Arizona, Jane.Fallon@azag.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Tolleson city	State: AZ
Authorized Signatory: <u>Reyes Medrano, Jr.</u> Reyes Medrano, Jr. (Ind 25, 2025 18-45-34 PDF)	
Address 1:	
Address 2: 9055 W. Van Buren St	
City, State, Zip: Tolleson, AZ 85353	
Phone: 623-936-2775	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: *Reyes Medrano, Jr.*
Reyes Medrano, Jr. (Jul 29, 2025 10:45:31 PDT)

Name: Reyes Medrano, Jr.

Title: City Manager

Date: 07/29/2025



Action Required: Purdue Direct Settlement - CL-1730569 - Opioids Implementation Administrator for the Direct Settlement

Final Audit Report

2025-07-29

Created:	2025-07-29
By:	Citlaly Salas (citlaly.salas@tolleson.az.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS1QW5AZAmGAeifazhrOwJz_TEOu53VyZ

"Action Required: Purdue Direct Settlement - CL-1730569 - Opioids Implementation Administrator for the Direct Settlement" History



Document created by Citlaly Salas (citlaly.salas@tolleson.az.gov)

2025-07-29 - 5:43:39 PM GMT



Document emailed to Reyes Medrano, Jr. (reyes.medrano@tolleson.az.gov) for signature

2025-07-29 - 5:43:47 PM GMT



Email viewed by Reyes Medrano, Jr. (reyes.medrano@tolleson.az.gov)

2025-07-29 - 5:44:09 PM GMT



Document e-signed by Reyes Medrano, Jr. (reyes.medrano@tolleson.az.gov)

Signature Date: 2025-07-29 - 5:45:31 PM GMT - Time Source: server



Agreement completed.

2025-07-29 - 5:45:31 PM GMT

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Tolleson city, AZ
Reference Number: CL-1761676

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Arizona is participating in the Secondary Manufacturers Settlements.

Arizona is eligible and participating in the settlements with all eight manufacturers, therefore, the subdivisions in Arizona are eligible to participate in all eight manufacturers' settlements.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if Arizona is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the

amount of money for programs to remediate the opioid crisis in Arizona. Please note, the distribution of settlement funds will be determined by the One Arizona Distribution of Opioid Settlement Funds Agreement.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Jane Fallon, Assistant Attorney General, Arizona Attorney General's Office, Jane.Fallon@azag.gov or 602-542-7972.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Tolleson city	State: AZ
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement with Municipal Emergency Services, Inc. dba Lawmen Supply Company

MEETING DATE: September 9, 2025

TO: Mayor and Council

FROM: Michael Young, Fire Chief

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Tolleson Fire Department is requesting approval of a Cooperative Purchasing Agreement with Municipal Emergency Services, Inc. dba Lawmen Supply Company for the purchase of firefighter self-contained breathing apparatus (SCBA) equipment and related services.

BACKGROUND:

The League of Oregon Cities, acting as the lead contracting agency, conducted a formal competitive solicitation and selection process through Request for Proposal No. 1920, resulting in a Master Price Agreement with Municipal Emergency Services dated March 26, 2020. Under Section 3-5-7 of the Tolleson City Code, the City is permitted to utilize cooperative contracts for the procurement of goods and services.

This Cooperative Purchasing Agreement allows the City of Tolleson to purchase SCBA equipment and services as needed through May 25, 2026. Purchases will be made on an as-needed basis by issuance of purchase orders that reference the agreement.

DISCUSSION:

The Agreement sets an annual not-to-exceed expenditure of \$350,000 per fiscal year for SCBA equipment and related services. Equipment and services delivered under this Agreement are subject to final inspection and acceptance by the City. The Cooperative Purchasing Agreement ensures the City has immediate access to competitively procured SCBA equipment necessary for fire operations, enhancing safety and reliability for Tolleson firefighters.

BUDGET IMPACT:

Funding for purchases made under this Agreement will be drawn from budgeted departmental funds. The Agreement is structured so that no purchases are required unless a need arises.

RECOMMENDATION:

Staff recommends approval of the Cooperative Purchasing Agreement with Municipal Emergency Services, Inc. dba Lawmen Supply Company.

ATTACHMENTS:

1. 09 09 25 FD - CPA - Municipal Emergency Services dba Lawmen Supply Company - End Date 05 25 26

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
MUNICIPAL EMERGENCY SERVICES, INC. dba LAWMEN SUPPLY COMPANY

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) between the CITY OF TOLLESON, an Arizona municipal corporation, (the “City”), and MUNICIPAL EMERGENCY SERVICES, INC., a Nevada corporation dba LAWMEN SUPPLY COMPANY (the “Vendor”) (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. The League of Oregon Cities, an Oregon public corporation under ORS Chapter 190 (the “Lead Contracting Agency”) and participating government entities that are members of National Purchasing Partners (“NPP”)(the “Participating Agencies”), entered into an Intergovernmental Cooperative Purchasing Agreement on March 26, 2020 (the “Cooperative Contract”).

B. After completion of a formal competitive solicitation and selection process, the Lead Contracting Agency then entered into a Master Price Agreement with Vendor dated March 26, 2020, as Request for Proposal No. 1920, for Vendor to Provide Fire Fighter Self Contained Breathing Apparatus (SCBA) (“Equipment and Services”). The terms of the Agreement and the Cooperative Contract, and any amendments thereto, are incorporated herein by reference.

C. The City, as a Participating Agency under the Cooperative Contract is permitted, pursuant to Section 3-5-7 of the City Code, to make purchases under the Cooperative Contract, at its discretion and with the agreement of the awarded Vendor, and the Cooperative Contract permits its cooperative use by other public entities, including the City.

D. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Cooperative Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the City with the required Products, and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Equipment and Services.

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. This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until May 25, 2026 (the "Term") unless terminated as otherwise provided in this Agreement or the Cooperative Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery, i.e., as needed as determined by the City, Agreement for Equipment and Services under the terms and conditions of the Cooperative Contract. The City does not guarantee that 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 Equipment and Services to the City in such quantities and configurations agreed upon between the parties, in a written invoice, quote, Purchase Order or other form of written agreement describing the work to be completed (each, a "Purchase Order"). Each Purchase Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Cooperative Contract and (ii) be attached hereto as Exhibit A and incorporated herein by reference. Purchase Orders submitted without referencing this Agreement and the Cooperative Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Equipment and Services are subject to final inspection and acceptance by the City. Equipment and Services failing to conform to the requirements of this Agreement and/or the Cooperative Contract will be held at 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 Equipment and Services, the City may elect to do any or all of the following by written notice to the Vendor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring the Equipment and Services into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Cancellation. The City reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase 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 Purchase Order. The City will not reimburse the Vendor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City's payments to the Vendor (if any) shall not exceed an aggregate amount of \$350,000.00 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. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).

4. Payments. The City shall pay the Vendor based upon acceptance and delivery of Equipment and Services performed and completed to date, and upon submission and approval

of invoices. Each invoice shall (i) contain a reference to this Agreement and the Cooperative Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Cooperative Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 6 below, Vendor's and its subcontractors' 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 (all of 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 evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, 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 Section. 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 Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. 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 subcontractors' 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.

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

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

9. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City

elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

10. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any City-approved Purchase Orders, the Cooperative Contract, and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the Cooperative Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Purchase Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Cooperative Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

11. Rights and Privileges. To the extent provided under the Cooperative Contract, the City shall be afforded all of the rights and privileges afforded to the Lead Contracting Agency and shall be "Lead Contracting Agency" (as defined in the Cooperative Contract and Master Plan Agreement) for the purposes of the portions of the Cooperative Contract that are incorporated herein by reference.

12. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 11 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to the Lead Public Agency to the extent provided under the Cooperative Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend 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 work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

13. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, 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. 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: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) 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. 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.

15. 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Tolleson 9055 W. Van Buren Street Tolleson, Arizona 85353 Attn: Crystal Zamora, City Clerk
With copy to:	Pierce Coleman PLLC 17851 North 85 th Street, Suite 175 Scottsdale, Arizona 85255 Attn: Justin Pierce, City Attorney
If to Vendor:	Municipal Emergency Services, Inc. dba Lawmen Supply Company 12 Turnberry Lane, 2 nd Floor Sandyhook, Connecticut 06482 Attn: Seth Cosans

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: (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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.

[SIGNATURES ON THE FOLLOWING PAGE(S).]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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
Pierce Coleman PLLC
City Attorney

“Vendor”

MUNICIPAL EMERGENCY SERVICES, INC.
a Nevada corporation dba LAWMEN SUPPLY COMPANY

By: _____
Name: _____
Its: _____

DATE

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
MUNICIPAL EMERGENCY SERVICES, INC. dba LAWMEN SUPPLY COMPANY

[Purchase Order]

See following pages (to be added subsequent to execution).



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2618 - City of Avondale IGA for Detention, Administrative, and Transportation Services

MEETING DATE: September 9, 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 approval of an Intergovernmental Agreement (IGA) with the City of Avondale for detention, administrative, and transportation services.

BACKGROUND:

The City of Avondale owns and operates a detention facility through its Police Department located at 50 North Eliseo C. Felix, Jr. Way, Avondale, Arizona. The Tolleson Police Department desires to utilize Avondale's facility for the processing and temporary incarceration of Tolleson prisoners.

Additionally, the agreement provides for:

- Administrative Services: Use of an Avondale City Court Judge for initial appearances of Tolleson prisoners charged with misdemeanor offenses.
- Transportation Services: Transport of Tolleson prisoners charged with felony offenses to the Maricopa County Jail.

This IGA is authorized under A.R.S. § 11-951 et seq. and defines the terms and conditions of these services. The initial term runs from July 1, 2025 through June 30, 2026, with up to four automatic one-year renewal terms, unless terminated as provided in the agreement.

DISCUSSION:

The agreement ensures that Tolleson has access to a secure detention facility and necessary judicial and transportation services, improving efficiency and reducing logistical challenges for the Tolleson Police Department.

The compensation for the initial term totals \$127,877.93, which includes:

- \$109,404.72 for one full-time detention officer (salaries, benefits, and uniform allowance).
- \$16,410.71 in indirect costs.
- \$2,062.50 for medical monitor bracelets, wireless service, and cloud licensing.

Future renewal terms will be subject to salary and cost-of-living adjustments.

BUDGET IMPACT:

Funding for this agreement has been included in the Police Department's operating budget for FY 2026.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2618, authorizing the Mayor to execute the Intergovernmental Agreement between the City of Tolleson and the City of Avondale for detention, administrative, and transportation services.

ATTACHMENTS:

None

RESOLUTION NO. 2618

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

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

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

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

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

Section 2. The Intergovernmental Agreement between the City of Tolleson and the City of Avondale for detention, administrative, and transportation services is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

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

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2618

[Intergovernmental Agreement]

See following pages.

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

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

RECITALS

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

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

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

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

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

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

AGREEMENT

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

1. Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Termination.

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

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

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

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

8. Miscellaneous.

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

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

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

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

8.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

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

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

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

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

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S.

Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Avondale"

"Tolleson"

CITY OF AVONDALE, an Arizona
municipal corporation

CITY OF TOLLESON, an Arizona
municipal corporation

Mike Pineda, Mayor

Juan F. Rodriguez, Mayor

Date

Date

ATTEST:

ATTEST:

Marcella Sarmiento, City Clerk

Crystal Zamora, City Clerk

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

Nicholle Harris
Avondale City Attorney

Justin Pierce
Tolleson City Attorney



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2619 - Maricopa County IGA for the Connected Vehicle Acceleration Zone Project

MEETING DATE: September 9, 2025

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Development Services Department is requesting approval of an Intergovernmental Agreement (IGA) with Maricopa County for the Connected Vehicle Acceleration Zone Project (TE088).

BACKGROUND:

The Maricopa County Department of Transportation (MCDOT) is leading the Connected Vehicle Acceleration Zone Project (TE088), a federally funded initiative designed to deploy interoperable Connected Vehicle (CV) and Vehicle-to-Everything (V2X) technologies throughout the region.

The project's objectives include:

- Improving reliability of transit services through Transit Signal Priority (TSP).
- Enhancing safety of vulnerable road users (VRUs) through detection and alerts.
- Increasing freight mobility with Freight Signal Priority (FSP).
- Supporting emergency response with Emergency Vehicle Preemption (EVP).

The project will proceed in three phases:

- Design, Build, and Test Phase (18 months).
- Operate and Evaluate Phase (12–18 months).
- Post-Deployment Phase (5 years of operations/maintenance, not grant funded).

The total project cost is \$27,452,802, with \$19,655,243 funded federally. The City of Tolleson's local match requirement is \$25,000, to be paid in two installments of \$12,500 each in July 2025 and July 2026.

DISCUSSION:

Under the terms of the IGA, Maricopa County will serve as the lead agency, responsible for planning, design, procurement, and project management. The City of Tolleson will participate in project activities, assist with right-of-way coordination, and issue no-cost permits for work within City boundaries.

Tolleson will also:

- Coordinate the installation of up to 15 roadside units (RSUs) at signalized intersections.
- Make good faith efforts to upgrade traffic signal controllers (expected to receive at least 10 as part of the project).
- Provide access to up to five emergency response vehicles for installation of on-board units (OBUs).
- Dedicate approximately \$5,000 in staff time to support testing and operations of CV and V2X technologies.
- Own, operate, and maintain equipment within City limits after deployment, including repairs and replacements for five years following grant-funded support.

This project represents an innovative opportunity to enhance traffic safety, emergency response, and transportation efficiency for Tolleson residents and businesses.

BUDGET IMPACT:

The City's financial commitment is limited to the local match of \$25,000 plus approximately \$5,000 in staff time, both of which are funded through the Development Services Department budget.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2619, authorizing the Mayor to execute the Intergovernmental Agreement between the City of Tolleson and Maricopa County for the Connected Vehicle Acceleration Zone Project (TE088).

ATTACHMENTS:

1. Res 2619 Maricopa County IGA for the Connected Vehicle Acceleration Zone Project 09 09 25

RESOLUTION NO. 2619

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND MARICOPA COUNTY FOR THE CONNECTED VEHICLE ACCELERATION ZONE PROJECT (TE088), AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, Maricopa County, through the Maricopa County Department of Transportation (MCDOT), is leading the Connected Vehicle Acceleration Zone Project (TE088), which will deploy interoperable Connected Vehicle (CV) and Vehicle-to-Everything (V2X) technologies to improve transit reliability, roadway safety, freight mobility, and emergency response; and

WHEREAS, the City of Tolleson desires to participate in the Project and enter into an Intergovernmental Agreement with Maricopa County to define roles, responsibilities, and cost sharing for the local match requirements, as authorized by A.R.S. § 11-951 et seq.

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

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

Section 2. The Intergovernmental Agreement between the City of Tolleson and Maricopa County for the Connected Vehicle Acceleration Zone Project (TE088) is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

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

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2619

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT

BETWEEN MARICOPA COUNTY AND

THE CITY OF TOLLESON

FOR THE 'Connected Vehicle Acceleration Zone' PROJECT (TE088)

Federal Grant Award #:693JJ32550007
COUNTY PROJECT #: TE088

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Tolleson, an Arizona municipal corporation (**City**). The County and the City are collectively referred to as the **Parties** or individually as a **Party**.

This Agreement becomes effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to Arizona Revised Statutes (**A.R.S.**) § 11-251 and §§ 28-6701 *et. seq.*, to lay out, maintain, control, and manage public roads within the County.
2. The City is authorized, pursuant to A.R.S. § 9-240 and §§ 9-276 *et. seq.*, to lay out and establish, regulate, and improve streets within the City.
3. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or joint or cooperative action.

BACKGROUND

4. The Project seeks to deploy interoperable Connected Vehicle (CV) and Vehicle to Everything (V2X) technologies within Maricopa County, enabling vehicular communication with each other, other road users, and roadside infrastructure, with the intent to improve the following.
 - 4.0 Reliability of transit services through Transit Signal Priority (TSP).
 - 4.1 Safety of vulnerable road users (VRUs) through detection and alerts.
 - 4.2 Mobility of freight with Freight Signal Priority (FSP).
 - 4.3 Emergency Responder, emergency vehicle priority, post-crash care, and general community safety through Emergency Vehicle Preemption (EVP).

5. The project shall be executed in the following three (3) phases.
 - 5.1 Design, build, and test phase. The expected duration of this phase is eighteen (18) months from the effective start date of the project.
 - 5.2 Operate and evaluate phase. Upon completion of the design, build and test phase, the system will enter operational status. This phase is expected to last between twelve (12) to eighteen (18) months.
 - 5.3 Post-deployment phase. The duration for post-deployment operations and maintenance planning shall extend for a period of five (5) years. This period is not grant funded.
6. The Project is funded from local and federal funds through the federal grant award. The total Project cost is \$27,452,802.
7. This Agreement is contingent upon the City's compliance with the Single Audit Act of 1984 and the availability of federal funds through Saving Lives with Connectivity: Accelerating Vehicle to Everything (V2X):
 - 7.1 Federal Contract Number: 693JJ32550007
 - 7.2 Catalog of Federal Domestic Assistance (**CFDA**) Number: 20.205
 - 7.3 Fiscal Years: FY 2025
 - 7.4 Total Project Cost: \$27,452,802
 - 7.5 Federal Funded Amount: \$19,655,243
 - 7.6 Funding Sources:
 - i. Saving Lives with Connectivity: Accelerating Vehicle to Everything (V2X)
 - 7.7 Project Contact Information:
 - i. Name: Joe Cottrell, Traffic Technology Branch Manager
 - ii. Agency: Maricopa County Department of Transportation
 - iii. Phone: 480-604-7474
 - iv. Email: Joe.Cottrell@Maricopa.Gov

PURPOSE OF THE AGREEMENT

8. The purposes of this Agreement are to identify the roles and responsibilities of the Parties with respect to the Project and to define the cost sharing of the local match requirements for the Project.

TERMS OF THE AGREEMENT

9. The County:

- 9.1 The County is the lead agency for all planning, design, procurement, construction, and construction management for the Project.
- 9.2 The County will receive and administer the project federal-aid funding for the duration of the Project.
- 9.3 The County will provide planning, design and installation documents to the City for review in a timely manner.
- 9.4 The County will request from the City any necessary right-of-way, utility, and environmental clearance background information.
- 9.5 The County will provide certification of right-of-way with the assistance of the City.
- 9.6 The County will apply for no-cost permits for Project work within City boundaries.
- 9.7 The County, or by extension the contractor, will not modify, configure, or program any device in the traffic signal right-of-way without approval from the City.
- 9.8 The County, or by extension the contractor, will only conduct work in the City right-of-way in the presence of an employee from the City.
- 9.9 The County, or by extension the contractor, will not modify, configure, or program any device in a City vehicle without approval from the City.
- 9.10 The County will provide the construction documents and other resources from the Project to the City's representative when completed.
- 9.11 The County shall issue invoice to the City for the required local match contribution. Invoices shall be sent in July 2025 and July of 2026, each in the amount of \$12,500 for a total local match contribution of \$25,000.

10. Responsibilities of the City:

- 10.1 The City will support the region's participation in the Project, including partnership with the US DOT/FHWA and the V2X community for the duration of this Project.
- 10.2 The City will actively participate in activities throughout the Project to enable the use cases as described in Volume 1 of MCDOT's Connected Vehicle Acceleration Zone, located in the Appendix B.
- 10.3 The City will assist in delivery of the Project per the schedule outlined in the Appendix and within the City's boundaries.
- 10.4 The City will provide timely review of all procurement, design, and installation documents provided by the County. The City will provide comments to the County within five (5) working days after receiving documents for review from the County.

- 10.5 The City will provide the County any necessary right-of-way, utility, and environmental clearance background information.
- 10.6 The City will issue the County no-cost permits for Project work within the City boundaries.
- 10.7 The City will coordinate with the County contractors and partners to install up to 15 Roadside Units (RSUs) or virtual RSUs at signalized intersections throughout the City.
- 10.8 The City will make good faith efforts to upgrade traffic signal controllers to ensure compatibility with Connected Vehicle (CV) and Vehicle to Everything (V2X) equipment. As part of the Project, it is anticipated that the City will receive no fewer than 10 traffic signal controllers to support the requirements of this project. The exact number of traffic signal controllers may be adjusted as specified through the Systems Engineering process.
- 10.9 The City will provide VPN access to the County's ITS Network Administrator to the communication devices located within the City's jurisdiction as outlined in the Appendix within the Project's boundaries.
- 10.10 The City will not be held responsible for the data provided by Signal Phase and Timing (SPaT) messages due to latency issues, communications loss, or other network-related issues.
- 10.11 The City will not be held responsible for the usage of Signal Phase and Timing (SPaT) messages by the end-users.
- 10.12 The City shall make available to the County up to five (5) vehicles involved in active emergency response for the installation of (OBUs) provided by the Project.
- 10.13 The City shall provide access to the emergency response vehicles at locations and schedules agreed upon in advance with the County to facilitate installation activities to minimize disruption to the City operations.
- 10.14 The City shall provide technical assistance to the County or its designated contractors, including access to vehicle specifications, diagnostic information and vehicle system interfacing with the OBUs, and upon reasonable request, provide available personnel to answer technical questions or assist in resolving installation-related issues.
- 10.15 The City will dedicate an estimated \$5,000 in staff time to support the development, testing, deployment, and operation of the vulnerable road user (VRU), Transit Signal Priority (TSP), Freight Signal Priority (FSP), and Emergency Vehicle Preemption (EVP) technologies.
- 10.16 Within thirty (30) days of receipt of the invoices from the County, the City will remit payment for the local match requirement. The County shall issue invoices to the city in July 2025 and July 2026, each in the amount of \$12,500 for a total local match contribution of \$25,000.

- 10.17 The City will provide \$25,000 in local matching funds for Project expense.
- 10.18 The City will own, operate, and maintain the equipment installed within the City's jurisdiction as part of this Project and upon completion of the Project as outlined in the Appendix within the Project's boundaries.
- 10.19 The City will be responsible for equipment repairs and replacements following the expiration of the grant-funded portion of the Project. This responsibility shall continue for a period of five (5) years during the Post-Deployment Phase.
- 10.20 The City will respond to maintenance, operation, and repairs no later than 30 days after notice of failed equipment.

GENERAL TERMS AND CONDITIONS

- 11. To the extent permitted by law, each Party will indemnify, defend, and save the other Parties harmless, including any of the Parties departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages that are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.
- 12. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all stipulations previously indicated have been satisfied.
- 13. This Agreement may be amended only upon written Agreement by all Parties.
- 14. This Agreement is subject to the provisions of A.R.S. § 38-511. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 14.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify program under A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
 - 14.2 Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

- 14.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and to require that the contractor make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 14.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
- 15. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:
 - 15.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 15.2 Any breach of the warranty shall be deemed a material breach of this agreement of which breaching party may be liable for penalties including termination of the agreement.
 - 15.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.
 - 15.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
 - 15.5 Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of \$1,000,000, certify it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued according to 50 U.S.C. § 4842.
- 16. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:
 - 16.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 16.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 16.3 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.

- 16.4 If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.
17. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.
18. All notices required under this agreement to be given in writing shall be sent to:
- Maricopa County Department of Transportation
Transportation Director
2901 West Durango Street
Phoenix, AZ 85009
- City of Tolleson
Jason Earp
Development Services Director
9055 W. Van Buren Street
Tolleson, AZ 85353
19. All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or overnight delivery service that guarantees next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery.
20. Any funding provided for in this Agreement, other than in the current fiscal year, is

contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.

21. This Agreement shall be construed as a whole and under its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.
22. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained because of the continuation of any matter previously waived.
23. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties outlined in this Agreement, or any certificate or instrument executed or delivered according to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
24. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electric signatures are acceptable as original signatures.
25. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party according to this Agreement.
26. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
27. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Jesse Gutierrez Date
Transportation Director

Approved and Accepted by:

Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the County by the Board of Supervisors under the laws of the State of Arizona.

Deputy County Attorney



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2620 - TO Nation Grant-in-Aid Agreement
MEETING DATE: September 9, 2025

TO: Mayor and Council
FROM: Reyes Medrano, Jr., City Manager
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The City Management Department is requesting approval of the Grant-in-Aid Agreement between the Tohono O'odham Nation and the City of Tolleson for the purpose of providing \$50,000 in funding to the White Tank Mountains Conservancy for Wildlife Conservation Research.

BACKGROUND:

The Tohono O'odham Nation provides annual 12% local revenue-sharing contributions to Arizona cities under A.R.S. § 5-601.02(H)(4) for services that benefit the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development.

The City of Tolleson has been awarded \$50,000 in Grant-in-Aid funding to be distributed to the White Tank Mountains Conservancy for Wildlife Conservation Research. This agreement sets forth the terms and responsibilities of the City and the Nation with respect to the receipt and disbursement of these funds.

DISCUSSION:

The White Tank Mountains Conservancy is a nonprofit organization dedicated to research and conservation of the White Tank Mountains ecosystem. This funding will support wildlife conservation research benefiting both the City of Tolleson and the surrounding region.

Under the terms of the agreement, the City of Tolleson will serve as the disbursing agency, ensuring compliance with the conditions of the Grant-in-Aid. The City Manager will be authorized to execute the agreement on behalf of the City.

BUDGET IMPACT:

There is no direct cost to the City. The City will receive \$50,000 from the Tohono O'odham Nation to be passed through to the White Tank Mountains Conservancy.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2620, authorizing the City Manager to execute the Grant-in-Aid Agreement with the Tohono O'odham Nation for the purpose of providing \$50,000 in funding to the White Tank Mountains Conservancy.

ATTACHMENTS:

1. Res 2620 Tohono O'odham Nation Grant-in-Aid Fiscal Agent Agreement for White Tank Mountains Conservancy 09 09 25

RESOLUTION NO. 2620

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE GRANT-IN-AID AGREEMENT BETWEEN THE TOHONO O'ODHAM NATION AND THE CITY OF TOLLESON, ARIZONA, FOR THE PURPOSE OF PROVIDING FUNDS TO THE WHITE TANK MOUNTAINS CONSERVANCY IN THE AMOUNT OF \$50,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

WHEREAS, the Tohono O'odham Nation provides annual 12% local revenue-sharing contributions under A.R.S. § 5-601.02(H)(4) to local governments for services benefiting the public; and

WHEREAS, the City of Tolleson is authorized by A.R.S. §§ 11-951 through 11-954 to enter into cooperative agreements and has been awarded \$50,000 from the Tohono O'odham Nation to be distributed to the White Tank Mountains Conservancy for Wildlife Conservation Research.

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 Grant-in-Aid Agreement between the Tohono O'odham Nation and the City of Tolleson for the benefit of the White Tank Mountains Conservancy in the amount of \$50,000 is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

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

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2620

[Grant-in-Aid Agreement]

See following pages.

**GRANT-IN-AID AGREEMENT
BETWEEN
THE TOHONO O’ODHAM NATION
AND THE
CITY OF TOLLESON, AZ**

THIS GRANT-IN-AID AGREEMENT (“Agreement”) is between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), and the City of Tolleson, AZ, a political subdivision of the State of Arizona (“CITY”).

RECITALS

The Nation desires to convey to CITY a portion of its annual 12% local revenue-sharing contribution (“Contribution”) to be used by CITY and CITY recipient for services that benefit the general public.

The Constitution of the Tohono O’odham Nation, Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Nation with Federal, State, and local governments.

The Constitution of the Tohono O’odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State, and local governments, the Chairman is authorized to sign such agreements on behalf of the Nation.

Under A.R.S. § 5-601.02(H)(4), CITY may receive monies from the Nation for services identified by the Nation that benefit the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development.

CITY is authorized by A.R.S. § 11-951 through § 11-954 to enter into agreements for joint or cooperative actions with public agencies.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.
- 2. Contribution.** On execution of this Agreement, the Nation will issue payment to the CITY in the amount described in Schedule A (the “Contribution”) for the purpose(s) detailed in Schedule A. CITY will distribute funds directly to the recipient (“Recipient”) listed in Schedule A.

3. Disbursement of Contribution.

- a. Disbursing Contribution and Recordkeeping.** CITY is responsible for disbursing the Contribution consistent with this Agreement. Within a reasonable time following receipt of the Contribution from the Nation, CITY shall distribute the Contribution per CITY policies and procedures governing the disbursement of these funds. CITY shall keep and maintain records relating to the disbursements and this Agreement.
- b. Post-Disbursement Responsibilities.** When applicable, the parties agree that CITY will be acting as a conduit for distribution of the Contribution to the Recipient. Upon distribution of the Contribution to the Recipient as identified in Section 2 of this Agreement, the CITY shall have no further responsibility to the Nation with respect to such funds or the use thereof by the Recipient. Therefore, upon the CITY's disbursement of the Contribution to a Recipient as provided in Section 2, the Nation shall release the CITY from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that a Recipient fails to expend the Contribution in accord with Section 2. The Nation further agrees that the CITY shall have no obligation to reimburse the Nation the amount of the Contribution after the CITY disburses the Contribution to a Recipient and that the Nation shall look solely to the Recipient for repayment of the Contribution if the Contribution is not used for the intended purposes.

4. Term and Termination.

- a. Effective Date.** This Agreement shall become effective when all parties have signed. The date this Agreement is signed by the last party, as indicated by the date associated with the party's signature, shall be deemed the Effective Date.
- b. Term.** This Agreement shall commence upon the Effective Date and will continue for twelve (12) months unless terminated earlier ("End Date"). The Nation, in its discretion, may approve in writing any request by the CITY for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.
- c. Termination by Nation.** The Nation may terminate this Agreement with or without cause at any time by providing CITY fifteen (15) days advance notice in writing. If the Nation terminates this Agreement after CITY receives the Contribution but before CITY disbursed the Contribution in accord with Section 2, the Nation shall include in the notice of termination specific instructions regarding disposition of the Contribution.
- d. Termination by CITY.** All parties acknowledge that this Agreement may be subject to cancellation by CITY per A.R.S. § 38-511.

5. Money Unclaimed. If CITY fails to accept the Contribution on or before July 30, 2026, this Agreement may be deemed to have been terminated by CITY and the Nation may award the Agreement Contribution to another local government entity.

6. Monitoring, Review, and Audit. The Nation may monitor and review the Recipient's use of their portions of the Contribution as well as the Recipient's performance of the projects

funded thereunder, and their compliance with this Agreement, which may include onsite visits to assess the Recipient's governance, management and operations, to discuss the Recipient's programming and finances, and review relevant financial and other records and materials related to the Recipient's use of their portion of the Contribution. In addition, the Nation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within three years after the Contribution has been fully spent by the Recipient. Any onsite visit or audit shall be conducted at the Nation's expense, following prior written notice, during normal business hours, and no more than once during any twelve (12) month period.

7. **Dispute Resolution.** The parties mutually agree that any disputes arising pursuant to this Agreement shall be resolved through informal dispute resolution. For all disputes arising under this Agreement the Nation and CITY shall first attempt to negotiate a resolution. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.
8. **Notices.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation:

Verlon M. Jose, Chairman
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: (520) 383-3379

and

Executive Counsel
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: 520-383-3379

If to the CITY:

City of Tolleson, AZ
Attn: Crystal Zamora
City Clerk
9055 W. Van Buren St.
Tolleson, AZ 85353

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- 9. Entire Agreement, and Amendments.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- 10. Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship which would impose liability upon one party for the act or failure to act of the other party.
- 11. No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 12. Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 13. Counterparts and Electronic Signatures.** This Agreement is executed in duplicate originals. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.
- 14. Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of either party's sovereign immunity in any forum or jurisdiction.

This Agreement is signed on behalf of the parties:

TOHONO O'ODHAM NATION

Verlon M. Jose, Chairman

Date

CITY OF TOLLESON, AZ

City Manager, City of Tolleson, AZ

Date

ATTEST:

Clerk of the Tolleson City Council

Date

Schedule A--Recipient

Organization	Project		Amount Awarded
White Tank Mountains Conservancy	Wildlife Conservation Research		\$50,000.00

Total Awarded: **\$50,000.00**



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2617 - Tolleson Elementary School District Intergovernmental Agreement

MEETING DATE: September 9, 2025

TO: Mayor and Council

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

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The City Management and Parks & Recreation Departments is requesting approval of an Intergovernmental Agreement (IGA) between the City of Tolleson and Tolleson Elementary School District No. 17 for the funding and operation of the District's Preschool Program and for the City's use of District facilities for after-school programs, youth sports, and special events.

BACKGROUND:

Pursuant to A.R.S. § 11-951 et seq., public agencies may enter into intergovernmental agreements for joint or cooperative action. The Tolleson Elementary School District currently operates a state-licensed, high-quality Preschool Program at Arizona Desert Elementary School and Porfirio H. Gonzales Elementary School. Continuation of this program depends on replacement of lost funding.

The City of Tolleson has committed to invest \$400,000 to support the District's Preschool Program for the 2025–2026 school year. This funding represents a significant investment in early childhood education, which research shows provides long-term benefits to the community in educational attainment, employment, and social responsibility.

Additionally, the IGA provides the City with licensed use of District facilities, including classrooms, cafeterias, playgrounds, fields, and gymnasiums, for City-administered after-school programs, youth sports, and special events.

DISCUSSION:

Through this partnership, Tolleson residents will benefit from continued access to a high-quality Preschool Program and expanded recreational opportunities for youth and families. The City will provide financial support to sustain early childhood education while also gaining access to District facilities for community programs and events.

The District will continue to operate and maintain its Preschool Program and facilities, while the City will administer its after-school, sports, and special events programs. Both parties will collaborate on scheduling, maintenance responsibilities, and community outreach.

BUDGET IMPACT:

The City will provide \$400,000 to the Tolleson Elementary School District for the 2025–2026 Preschool Program, payable in two installments. Funds will be restricted to Preschool Program operations, with up to \$40,000 allowed for before-school enrichment programs if unexpended.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2617, authorizing the City Manager to execute the Intergovernmental Agreement with Tolleson Elementary School District No. 17 for Preschool Program funding and City use of District facilities.

ATTACHMENTS:

1. Res 2617 Tolleson Elementary School District IGA for Preschool Program, Use of Facilities, Youth Sports Programs, and Special Events 09 09 25

RESOLUTION NO. 2617

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND TOLLESON ELEMENTARY SCHOOL DISTRICT NO. 17 FOR THE FUNDING AND OPERATION OF THE DISTRICT PRESCHOOL PROGRAM AND THE CITY'S USE OF DISTRICT FACILITIES FOR AFTER-SCHOOL PROGRAMS, YOUTH SPORTS, AND SPECIAL EVENTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

WHEREAS, pursuant to A.R.S. § 11-951 et seq., public agencies may enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, the Tolleson Elementary School District provides a licensed, high-quality preschool program at its Arizona Desert and Porfirio H. Gonzales elementary school campuses, and the continuation of this program depends on alternative funding sources; and

WHEREAS, the City of Tolleson recognizes the community benefit of early childhood education and has committed to contribute \$400,000 in funding to support the preschool program, thereby investing in the City's children and future; and

WHEREAS, the District owns and maintains facilities and fields, and through this Agreement grants the City use of those facilities for after-school programs, youth sports, and community events that benefit residents; and

WHEREAS, the Mayor and Council find that this Agreement will enhance educational and recreational opportunities for the children and families of Tolleson and is in the best interests of the City.

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

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

Section 2. The Intergovernmental Agreement between the City of Tolleson and Tolleson Elementary School District No. 17, providing \$400,000 in City funding for the District's preschool program and granting City use of District facilities for after-school programs, youth sports, and special events, is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

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

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2617
[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF TOLLESON, ARIZONA
AND TOLLESON ELEMENTARY SCHOOL DISTRICT NO. 17**

This Intergovernmental Agreement (“Agreement”) is made and entered into this _____ day of _____, 2025, between the City of Tolleson (the “City”), an Arizona municipal corporation, and Tolleson Elementary School District No. 17 (the “District”) of Maricopa County, Arizona, a political subdivision of the State of Arizona, hereinafter collectively referred to as the “Parties.”

RECITALS

- A. Pursuant to A.R.S. § 11-951 et seq., City and District may contract for services or jointly exercise any powers common to the contracting parties and may enter into intergovernmental agreements with one another for joint or cooperative action;
- B. City is authorized by A.R.S. §§ 15-364 to enter into this Agreement;
- C. School District is authorized by A.R.S. §15-1141 and A.R.S. §15-1142 to provide educational programs to preschool children as part of a community school program;
- D. District currently provides a state licensed, high-quality preschool program at its Arizona Desert and Porfirio H. Gonzales elementary school campuses, however, continuation of the current preschool program depends on identifying alternative funding sources to replace recent funding losses;
- E. City has allocated funding for community educational and care programs and recognizes the immense public benefit of quality early childcare, which has been shown to have long-term positive impacts on future educational attainment, employment, health, and public responsibility;
- F. City prioritizes investment in the community’s children, who represent the future of an economically, socially, and culturally prosperous and sustainable City of Tolleson; and
- G. District owns and maintains certain facilities and fields, and District wishes to provide for the City’s use of those facilities and fields for after-school program, youth sports, and special events that benefit the community.

NOW, THEREFORE, in consideration of the above recitals and mutual promises set forth below, the Parties agree as follows:

1. District Preschool Program. District shall continue to operate its current preschool program (“Preschool Program”) at the Arizona Desert Elementary School and Porfirio H. Gonzales Elementary School campuses. The Preschool Program shall operate from July 30, 2025 through May 22, 2026, on a schedule generally aligned with the District school year calendar.

- 1.1. For the duration of this Agreement (“Term”), District shall ensure that the Preschool Program complies with all state laws, rules, and regulations pertaining to operation of preschools, including licensing through the Arizona Department of Health Services.
 - 1.2. In accordance with its professional judgment and applicable laws, rules, and regulations, District shall take all necessary and appropriate actions to implement and maintain the Preschool Program that will provide high-quality early development learning opportunities for enrolled children, including appropriate teacher qualifications and training, appropriate teacher-child ratios, a curriculum that supports milestones and learning objectives, and availability of adequate equipment, materials, resources, and facilities.
 - 1.3. Children who are residents of the City of Tolleson shall be given preference in the enrollment process.
 - 1.4. District will appear at a regularly scheduled Council Meeting at least once during the Term and present to the City Council information outlining the Preschool Program, including its enrollment numbers, curriculum, highlights and achievements during the Term.
2. License for Use of District Facilities, Fields, and Parking Lots. District hereby grants a revocable, non-exclusive, license to City subject to the covenants and conditions of this Agreement (“License”). As set forth below, this License grants City, its invitees, and guests the use of certain District facilities and sports fields for the purpose of providing an after-school recreational program for District students (“City Program”), organized youth sports programs sponsored or sanctioned by City (“Sports Program”), and City special events (“Special Events”), all funded, administered, and operated by the City.
 - 2.1. City Program. The License encompasses facilities for use in the City Program. After scheduling for District uses, District will give City first priority for the use of cafeterias, classroom space, playgrounds, baseball and soccer fields, gymnasiums, and secured storage space at the Arizona Desert and Porfirio H. Gonzales elementary school campuses, as available and designated by District (“Facilities”). Additionally, City shall have access to and use of parking areas, as designated by District, for the benefit of City staff, its invitees, and guests participating in City Program and only during the time the Facilities are being used for City Program. District will endeavor in good faith to provide two classrooms at each campus as classroom space. The secured storage space shall consist of approximately 150 sq.ft. and 300 sq.ft at the Arizona Desert and Porfirio H. Gonzales campuses, respectively.
 - 2.1.1. Enrollment in the City Program shall be limited to District students.
 - 2.1.2. City will ensure that the City Program complies with all applicable laws, rules, and regulations and provides appropriate supervision, staff-student ratios, staff qualifications and training, and enrichment activities.
 - 2.1.3. City will collaborate with District in training City Program staff on the District’s strategic plan, priorities, and Kids at Hope Framework.
 - 2.1.4. City will appear at a regularly scheduled District Governing Board Meeting at least once during the Term to present information outlining the City Program,

including its enrollment numbers, highlights, and achievements during the Term.

- 2.2. Sports Program. The License encompasses the Arizona Desert Elementary School gymnasium, baseball and soccer fields, not including any concession stands (collectively, “Fields”) for operation of the Sports Program. Additionally, the City shall have access to and use of adjacent parking for the benefit of City staff, its invitees, and guests participating in the Sports Program and only during the time Fields are being used for the Sports Program. If City receives compensation from a third-party entity in connection with the Sports Program, City and District shall work to determine appropriate compensation to be paid by City to District for such use. Nevertheless, nothing in this Agreement shall be construed to require City to charge any third-party entity for participation, involvement, or coordination of Sports Program.
- 2.3. Special Events. City shall have access to and use of the Tolleson Elementary School District Office parking lot (“District Office Parking Lot”) for the benefit of City staff, its invitees, and guests participating in City Special Events for a reasonable amount of time before and after the Special Events, regardless of the Special Event location.
- 2.4. City Program Facilities Schedule. As soon as practicable after execution of this Agreement, the Parties shall develop a master schedule of the days and times that City shall have access to and use of the Facilities, which shall include, at a minimum, the following: after 3:15 pm on regular school days; after 1:15 pm on early release days (9/17, 10/15, 11/5, 12/3, 1/7, 2/25, 3/25, 4/15, 5/6); and after 11:15 am on half days (10/2, 10/3, 12/19, 3/5, 3/6, 5/22).
- 2.5. Sports Program Fields Schedule. As soon as practicable after execution of this Agreement, the Parties shall develop a master schedule of the non-school days and times that the City may have access to and use of the Fields. On school days, City shall have access to use of the Fields after 6pm for the Sports Program. District uses, whether during school days and hours or not, shall take priority over City use. After scheduling for District uses, District will give City first priority for use of the Fields. District may, in its discretion, decline to allow any City use. Nevertheless, District will exercise its discretion in good faith and provide City a reasonable basis for denial when exercising its discretion. Summarily, the master schedule will include, but not be limited to, City having use of the baseball field at Arizona Desert Elementary School January 19-February 6, 2026: Monday-Friday 6:00 pm to 9:00 pm; and February 9-June 26, 2026: Monday-Friday 6:00 pm to 9:00 pm and Saturdays 8:00 am to 8:00 pm.
- 2.6. Special Event Schedule. As soon as practicable after execution of this Agreement, the Parties shall develop a master schedule of days, times, and locations that City may have access to and use of the District Office Parking Lot for Special Events. District uses, whether during school days and hours or not, shall take priority over City use. After scheduling for District uses, the District will give City first priority for use of the District Office Parking Lot. District may, in its discretion, decline to allow any

City use. Nevertheless, District will exercise its discretion in good faith and provide City a reasonable basis for denial when exercising its discretion.

- 2.7. Scheduling Changes. The Parties will cooperate to seek a mutually acceptable alternative in the event of the need for scheduling changes. The mutual goal in rescheduling will be to maintain both Parties' program continuity, to give adequate notification of scheduling changes and, where necessary, to relocate programming. Nevertheless, District use of the Facilities, Fields, and District Office Parking Lot shall take priority in any unavoidable conflicts of scheduling.
- 2.8. Restoration after Use. Upon cessation of any periodic use by City, City will restore the Facilities, Fields, or District Office Parking Lot to the condition the City found them in at the initiation of their use, including providing any custodial services or clean-up required to leave the respective Facilities, Fields, and District Office Parking Lot in a neat and orderly condition. Nevertheless, District shall be responsible for the continued routine custodial maintenance, upkeep, repair, and capital improvements of the Facilities, Fields, and District Office Parking Lot to ensure they are clean, safe, and functional for their intended purpose.
- 2.9. Fields Maintenance, Repair, and Operation Costs. The Parties will share the costs of general maintenance and repair of the Fields, including turf replacement required due to normal wear and tear, in an equitable manner based upon the ratio of each Party's actual hours of use of the Fields. Furthermore, the Parties will share the electricity costs for the Fields in an equitable manner based upon the ratio of each Party's actual use. District shall invoice City at least quarterly, and City shall pay all undisputed amounts on such invoices within thirty (30) days of receipt.
- 2.10. District Policies. City shall ensure that its employees, invitees, and guests comply with all applicable rules, regulations, and policies of District for the use of the Facilities, Fields, or District Office Parking Lot and any reasonable conditions imposed by District upon such use. In accordance with District policy, no alcohol, smoking, or weapons shall be permitted on District property at any time.
- 2.11. Non-interference. Notwithstanding any covenant or condition contained in this Agreement, City agrees that its use of the Facilities, Fields, or District Office Parking Lot will not interfere with District's usual conduct of its business, nor be inconsistent with the intended and normal use of the Facilities, Fields, or District Office Parking Lot.
- 2.12. Supervision and Security. City will provide necessary and appropriate supervision and security for all activities it conducts at the Facilities, Fields, or District Office Parking Lot and be responsible for the expenses of same.
- 2.13. Points of Contact. The Parties designate the following as primary contacts for the implementation and coordination of the programs, activities, and uses referenced within this Agreement:
For the District: The Assistant Superintendent of Educational Services or Curriculum Support Specialist for matters pertaining to after-school programs; and the Director of Maintenance and Operations for operational matters.

For the City: The Director of Parks and Recreation or the Afterschool Coordinator for matters pertaining to the after-school programs; and the Director of Parks and Recreation or Youth Sports Coordinator for matters pertaining to the Sports Program.

3. Preschool Program Funding. City shall disperse on a biannual basis, the first payment upon execution of this Agreement and the second payment by January 15, Two-hundred Thousand Dollars (\$200,000) to the District, for a total of Four-hundred Thousand Dollars (\$400,000) as a contribution to fund the Preschool Program (“Preschool Program Funds”). The Preschool Program Funds shall be restricted and appropriated solely for District’s expenditures incurred in the administration and operation of the Preschool Program during the Term of this Agreement. If Preschool Program Funds remain unexpended at the end of the school year, District may utilize the unexpended funds, not to exceed Forty-Thousand Dollars (\$40,000), for expenses directly related to District’s before school enrichment programs.
 - 3.1. Accounting. District shall deliver to City a written itemized report showing District’s actual expenditures of Preschool Program Funds for the Preschool Program at least biannually, the first report by January 1, and the second by May 1. In the event District’s actual expenditures on the Preschool Program are less than the Preschool Program Funds minus the amount of Preschool Program Funds obligated for District’s before school enrichment program expenses, District shall refund to City the difference within thirty (30) days.
 - 3.2. Records. District agrees to keep sufficient records to document its adherence to applicable local, state, and federal laws, rules and regulations pertaining to the Preschool Program and expenditure of public monies, along with documentation and records of all receipts and expenditures of the Preschool Program Funds.
 - 3.3. Right to Audit. City or its representatives shall have the right to investigate, examine, and audit with a thirty (30) day notice any and all such records relating to operation of the Preschool Program by District under this Agreement. If, as a result of any audit, it is determined that District misused, misapplied or misappropriated all or any part of the Preschool Program Funds, District agrees to reimburse City the amount of such monies so misused, misapplied or misappropriated.
 - 3.4. Promotion. District will collaborate with City to recognize City’s and taxpayers’ financial contribution to the Preschool Program in the form of individual and joint press releases, social media and website promotion, and other forms of appropriate publicity.
4. Term. This Agreement shall be for a period of one (1) year commencing on July 1, 2025, and expiring June 30, 2026, unless terminated pursuant to Section 13. Prior to expiration of the Agreement, City and District shall meet to determine whether there is mutual agreement to extend the Agreement for one or more additional years.
5. Repair of Damage to Facilities, Fields, or District Office Parking Lot. Excepting wear and tear, City shall be responsible for the cost to repair any property damage to the Facilities,

Fields, or District Office Parking Lot directly caused by the City's use of same for City Program, Sports Program, or Special Events.

- 5.1. Reporting. City shall make a reasonable effort to inspect Facilities, Fields, and District Office Parking Lot for safety conditions and for damage at the beginning and end of each period of use. City shall promptly notify District of any damage to the Facilities, Fields, or District Office Parking Lot during City's use. District, upon discovering any damages reasonably believed to be caused by City use, if not already reported, shall notify City in writing of the damages, and shall provide a written estimate of the cost of repairs.
- 5.2. Repair. If it is determined that damages occurred during City use, District shall provide to City an estimate of the cost to repair the damage attributed to City's use. City shall have the option of either paying District for the cost of repair or, upon approval by District, performing the repair itself with the use of its own contractors or staff. If City elects the former or District does not agree to allow City to perform the repair itself, District shall invoice City for the actual, reasonable costs of repair. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to such repairs. City shall pay any uncontested invoices or make such repair itself within thirty (30) days of receipt or notice.
- 5.3. Contesting damage/invoice. City may disagree and object to any items of damage, the causes thereof, or any related information or costs estimated in the invoice. Said contest must be made in writing within ten (10) business days after receipt of invoice or the contest is waived by City. Upon timely notice of disagreement, City may decline to pay a request for reimbursement until the dispute is resolved. Disputes will be resolved pursuant to Section 23.

6. Insurance.

- 6.1. Each of the parties shall secure and maintain during the life of this agreement: statutory worker's compensation insurance with employer's liability policy limits in the amount of \$1,000,000 for each incident for bodily injury, \$1,000,000 for bodily injury by disease, and \$1,000,000 for each employee for bodily injury by disease; commercial general liability insurance, including contractual liability for assumption of the tort liability under this agreement, and personal injury liability, with limits of not less than \$2,000,000 per occurrence; and commercial automobile liability insurance for any owned, hired or non-owned autos, with a limit of not less than \$1,000,000 each accident. Each party shall retain the option of discharging this obligation by means of funded self-insurance, or by membership and participation in a statutorily authorized public-entity insurance pool. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for not less than two (2) years.

- 6.2. District shall maintain property insurance coverage protecting the Facilities, Fields, and District Office Parking Lot and any District personal property against all risk of physical damage and loss for its full replacement cost. City shall obtain similar coverage for the personal property it maintains or utilizes at the Facilities, Fields, or District Office Parking Lot. District and City hereby mutually waive their respective rights of recovery against each other for any loss insured by property insurance coverage existing for the benefit of the respective parties with the exception that District shall be entitled to any insurance proceeds received for damage loss to the Facilities, Fields, or District Office Parking Lot if the funds are not used to repair or rebuild same. City and District shall provide at least thirty (30) days' notice of cancellation or material change in coverage. Each party shall list the other Party as an additional insured on all applicable insurance policies.
- 6.3. District's responsibility, whether by insurance or self-insurance, shall be primary or designated as primary in response to the acts and omissions of its employees and its operation of the Facilities, Fields, and District Office Parking Lot. City's responsibility, whether by insurance or self-insurance, shall be primary or designated as primary in response to the acts and omissions of its employees and its use of the Facilities, Fields, or District Office Parking Lot.

7. Hold Harmless and Indemnification.

- 7.1. To the extent permitted by law, the City shall defend, indemnify and hold harmless the District, its officers, employees and agents, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, for damages to property or injuries to or death of any person or persons, including employees or agents of the District, and including, but not limited to, workers' compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of the City, its officers, employees, agents, consultants, contractors or subcontractors. This paragraph shall survive the expiration or termination of the Agreement.
- 7.2. To the extent permitted by law, the District shall defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, for damages to property or injuries to or death of any person or persons, including employees or agents of the City, and including, but not limited to, workers' compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of the District, its officers, employees, agents, students, guests, consultants, contractors or subcontractors. This paragraph shall survive the expiration or termination of the Agreement.

- 7.3. In the event of any third-party legal action against both the District and the City, the parties agree to discuss and analyze the benefits of a common, mutual defense.

8. Termination for Cause.

In the event that a Party fails to observe or perform any of the covenants, conditions and terms of this Agreement which are required to be observed or performed, where such failure shall continue for a period of thirty (30) days after written notice thereof from the non-defaulting party, then the non-defaulting party may immediately terminate this Agreement or proceed with whatever steps the non-defaulting party may deem necessary in order to enforce the rights and remedies available to the non-defaulting party under this Agreement, at law or equity, including, without limitation, the right of specific performance of this Agreement or the right to recover its damages from the defaulting party.

9. Assignment. This Agreement and the rights accorded to and the obligations required of the parties hereunder shall not be assigned, delegated, granted, conveyed or otherwise transferred to any third party without the express, written consent of the other party, and such assignment, delegation, grant, conveyance, or other transfer made by a party without the consent of the other party shall be deemed void and shall constitute good cause for the termination of this Agreement and the rights granted hereunder.
10. Nature of License to Use. The revocable license granted herein to the City is expressly intended not to run with the land or be appurtenant to the land upon which the District property is located but is expressly intended to be personal for the benefit of the City for the limited purposes stated herein.
11. No Third-Party Beneficiaries. Failure to comply with the terms of this Agreement shall not provide the basis of any third-party action against either of the parties, and there are no third-party beneficiaries of this Agreement.
12. Lack of Funding. If funding is not available to either of the Parties to discharge its financial obligations pursuant to this Agreement, the Parties shall attempt to renegotiate the terms of this Agreement related to payment to establish or identify a source of funding for its payment obligations as set forth in this Agreement.
13. Notice. Whenever a notice or other communication is required or permitted to be given, it shall be given in writing and delivered personally, or delivered by the postal service, certified mail, return receipt requested, to the other party at the address indicated below, or at such other address as may be designated by either party:

If to City: City of Tolleson

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

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

If to School District: Tolleson Elementary School District
Attn: Gisselle Herrera, Superintendent
9261 West Van Buren Street
Tolleson, Arizona 85353

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
15. Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
16. Israel. The parties hereby warrant and represent that they are not currently engaged in and agree for the duration of this Agreement, not to engage in a boycott of Israel as proscribed by A.R.S. § 35-393.01 et seq.
17. Workers' Compensation. In accordance with A.R.S. § 23-1022(E), both the City and the District shall post and maintain the following notice:

“All employees are hereby further notified that they may be required to work under the jurisdiction or control 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 purpose of Workers' Compensation.”

Notwithstanding anything to the contrary in A.R.S. § 23-1022, employees of one party to this Agreement shall not perform any work under the jurisdiction or control of the other party. Each party shall be solely liable for any workers' compensation benefits, which may accrue for the benefit of such party's employees.
18. Entire Agreement. This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained or referenced herein, and any amendment or modifications of this Agreement shall be made only in writing and signed by the parties to this Agreement.
19. Invalidity of Part of the Agreement. The parties agree that should any part of this agreement be held to be invalid or void, the remainder of the agreement shall remain in full force and effect and shall be binding upon the parties.

20. Governing Law. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.
21. Compliance with Federal Immigration Laws and Regulations. Each party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A). Each party acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that either party retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
22. Compliance with Non-Discrimination Laws. The City and the District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, which mandates that all persons, regardless of race, color, religion, sex, national origin, or political affiliation, shall have equal access to employment opportunities. The City and the District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
23. Dispute Resolution Notice. The Parties agree to make all reasonable efforts to resolve disputes arising under this Agreement. As a condition precedent to submission of a dispute to mediation or arbitration under this paragraph, the City Manager and District Superintendent, or their respective designees, shall meet and in a good-faith effort attempt to settle any disputes. Upon written request by either party, a dispute may be submitted to mediation with a trained and neutral mediator. If the parties mutually agree, claims, disputes, or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing their names on the day and date first written above. The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the Parties.

CITY OF TOLLESON

TOLLESON ELEMENTARY SCHOOL
DISTRICT NO. 17

By: _____
City Manager

By: _____
Superintendent

APPROVAL OF SCHOOL DISTRICT AND ATTORNEYS

The Undersigned hereby state that each has reviewed the proposed Intergovernmental Agreement between the City of Tolleson and the Tolleson Elementary School District No. 17, and do declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the law of the State of Arizona.

By: _____
City Attorney

By: _____
School District Attorney

Date

Date