



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 23, 2025
6:00 PM**

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

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

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

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

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

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



F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Proclamation declaring October 5-11, 2025 as Fire Prevention Week in the City of Tolleson, recognizing the 2025 theme “Charge into Fire Safety: Lithium-Ion Batteries in Your Home” and encouraging all residents to learn and practice safe battery use to help protect their homes and community. – Michael Young, Fire Chief
2. Proclamation declaring September 15 – October 15, 2025 as Hispanic Heritage Month in the City of Tolleson, recognizing the histories, cultures, and contributions of Hispanic Americans and honoring the City’s vibrant Hispanic community, whose heritage and achievements have shaped and continue to shape the spirit, progress, and future of our City. – Wendy Jackson, Deputy City Manager

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 September 9, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of September 3, 2025 to September 16, 2025. (Finance Department)
3. Approve Fourth Amendment to the Agreement between the City of Tolleson and Tyler Technologies, Inc. for software-as-a-service (SaaS) solutions supporting financial, utility billing, permitting, licensing, and related systems, and authorize the Mayor to execute and deliver said Amendment. The City desires to amend the existing Agreement to extend the term from May 1, 2025 through June 30, 2029, establish renewal pricing in the annual amount of \$150,000 for July 1, 2025 through June 30, 2026, and cap annual increases during the renewal term at five percent (5%). (Finance Department)
4. Adopt Resolution No. 2621 of the Mayor and Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between the City of Tolleson and Maricopa County, administered by its Human Services Department, for the Hand-in-Hand Program to reduce homelessness, with the City contributing \$5,000 for Fiscal Year 2026, and authorizing the Mayor to execute and deliver said Agreement. (Human Services Department)
5. Approve Second Amendment to the Intergovernmental Agreement between the City of Tolleson and the City of El Mirage for Police and Fire Dispatch Services and Administration, and authorize the City Manager to execute and deliver said

Amendment. This item was previously approved on June 24, 2025, but the credit was not included; under this Amendment, the annual fee of \$1,337,031 includes a credit of \$169,216, for a total of \$1,167,815 for FY 2025-2026. (Police Department)

6. Approve the Cooperative Purchasing Agreement between the City of Tolleson and TF Contracting Services LLC for general utility projects related to the City's water and wastewater infrastructure, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$200,000 for the services. This Agreement shall remain in full force and effect until February 25, 2026. (Utilities Department)
7. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Empire Southwest, LLC (an authorized dealer of Caterpillar, Inc.) for heavy equipment parts, accessories, supplies and related 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 \$175,000 for the equipment and services. This Agreement shall remain in full force and effect until October 2, 2026. (Utilities Department)

I. REGULAR AGENDA – ACTION ITEMS

1. Approve/Deny the Cooperative Purchasing Agreement between the City of Tolleson and Kimley-Horn and Associates, Inc. for on-call civil engineering with final engineering design services at Well Site No. 9, including well equipment, storage tank, booster pump station, onsite treatment and ancillary equipment for the City's development of a centralized water treatment plant, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$900,000 for the equipment and services. This Agreement shall remain in full force and effect until February 7, 2026. (Development Services and Utilities Departments)
2. Approve/Deny Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and ASR Construction Group LLC for Job Order Contracting (JOC) Water & Wastewater Treatment and Remote Facilities Projects, 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 \$1,500,000 to \$3,000,000 for additional services. (Utilities Department)

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

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

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

L. ADJOURNMENT

1. Attachments: Monthly Reports

Fire Department – August

Police Department – August

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.

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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 18, 2025.

Proclamation



Fire Prevention Week

October 5-11, 2025

WHEREAS, the City of Tolleson is committed to ensuring the safety and security of all who live in, work in, and visit Tolleson; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily, including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys, are powered by lithium-ion batteries, which, if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association (NFPA) reports an increase in battery-related fires, underscoring the need for public education on the safe use of these batteries; and

WHEREAS, residents are urged to follow three key calls to action: buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, these batteries store large amounts of energy in small spaces, and improper use, such as overcharging, using uncertified chargers, or exposing them to damage, can result in fire or explosion; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, Tolleson first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2025 Fire Prevention Week theme, "Charge into Fire Safety: Lithium-Ion Batteries in Your Home," serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

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 October 5-11, 2025 as Fire Prevention Week in the City of Tolleson, and encourage all residents to learn and practice safe battery use to help protect their homes and community.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk



Proclamation

Hispanic Heritage Month

September 15 – October 15, 2025

WHEREAS, Hispanic Heritage Month is celebrated annually from September 15 to October 15 to honor the histories, cultures, and contributions of Americans whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America; and

WHEREAS, September 15 is a significant date marking the anniversary of independence for Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, followed by Mexico's independence on September 16, and Chile's independence on September 18; and

WHEREAS, Hispanic Americans have enriched the social, cultural, and economic fabric of our nation through their traditions, language, music, food, art, and values, making immeasurable contributions to the United States and to the City of Tolleson; and

WHEREAS, the City of Tolleson is proud to celebrate its own vibrant Hispanic community, whose heritage and achievements have shaped and continue to shape the spirit, progress, and future of our City; and

WHEREAS, Hispanic Heritage Month provides an opportunity for all residents of Tolleson to come together to recognize and honor the many ways Hispanic culture has influenced and enhanced our shared community.

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 15 – October 15, 2025 as Hispanic Heritage Month and encourage all residents to participate in activities, celebrations, and educational events that honor the rich traditions and lasting contributions of Hispanic Americans.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk



CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of September 9, 2025.

MEETING DATE: September 23, 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 September 9, 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 September 9, 2025.

ATTACHMENTS:

None



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A. CALL TO ORDER

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

B. INVOCATION/PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

City Council: Mayor Juan Rodriguez, Vice Mayor Jimmy Davis, Council Members Christine Chavira, Clorinda Erives, Adolfo Gámez and Cruzita Mendoza.

Council Member Linda Laborin was absent.

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

City Representative: City Attorney Jon Palidini

D. FINAL CALL TO SUBMIT SPEAKER REQUESTS



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

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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

Mayor Rodriguez proclaimed September 2025 as Service Dog Month in the City of Tolleson.

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)

Vice Mayor Davis moved to approve Consent Agenda items 1. through 7.; the motion was seconded by Council Member Gámez. The motion carried 6 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Mendoza – Aye

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)

Vice Mayor Davis moved to adopt Resolution No. 2517; 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 Gámez – Aye

Council Member Mendoza – Aye

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.

Vice Mayor Davis moved to convene into executive session at 6:30 PM; the motion was seconded by Council Member Gámez. The motion carried 6 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Mendoza – Aye

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

Council Member Gámez moved to adjourn the Regular City Council Meeting at 7:11 PM; the motion was seconded by Vice Mayor Davis. The motion carried 6 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Mendoza – Aye

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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

Post-Production File

City of Tolleson
City Council Meeting Minutes
September 9, 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.

* * * * *

[Audio begins at 16:14]

[LAUGHTER]

KLEIN: Really?

So I don't --

What is wrong with you?

MENDOZA: Chris.

GAMEZ: He's barking at Chris (ph.), the officer back there.

MENDOZA: Chris, yeah.

KLEIN: That, or I'm also an insulin dependent diabetic. He does that when my --

ERIVES: Sugars, oh.

KLEIN: -- sugars go really high. But other than that, we also do a lot of fundraising. Earlier this year, I did a fundraiser with The Melting Pot and am partners with multiple businesses here in the Phoenix metro area. So it's Melting Pot, REI, several other corporations. Also, our largest fundraising opportunity, if anybody likes to play golf, we have a golf tournament in February -- in -- it's November 17th at Whirlwind Golf Course. It includes a full round of golf, a luncheon, and bring your tissues for our presentation. And for my elementary school friends, we have a video that --
Oh. I'm all right.

UNIDENTIFIED SPEAKER: Okay.

KLEIN: You guys can hear me, right?

ERIVES: You're good.

KLEIN: I'm a retired firefighter.

ERIVES: It's for the computer?

KLEIN: So I'm used to giving commands. Yeah, I was a captain. I was at a red light on the way to my station. But I was texting and driving, wasn't paying attention. That's how I ended up -- but I got a sticker that says the Andy Film; Andyfilm.com. It's seven and a half minutes long. And it shows what happens with a dog that was born named Andy, and how he becomes a service dog. For those of us who are a little older, we all know who Charles Schulz is?

ERIVES: Um-hum.

KLEIN: His wife was our executive -- executive producer for this film. And it's won all sorts of accolades all over the Sundance Film Festival and -- and all that. But it's not -- there is no speaking. So anybody --

ERIVES: Anybody can understand.

KLEIN: Really?

But on behalf of Canine Companions, I'd like to thank everybody here for having us and doing this.

RODRIGUEZ: Well, the contrary, actually. We'd like to thank you and Zeus -- Ms. Klein and Zeus for coming out and presenting on this -- on this matter. It's very important to our community and to a lot of our residents. And so we do have a signed proclamation here for you. So before I can give it to you is, I have to say that therefore now, I, Mayor Juan F. Rodriguez, do hereby proclaim September '25 as Service Dog Month in the City of Tolleson. Be it proclaimed.

I don't know if you want to come up here, but we can -- I'll come up and we'll take a picture.

ERIVES: Hi, Zeus.

GAMEZ: Zeus.

RODRIGUEZ: So if you guys all want to come over, we'll take a picture.

KLEIN: (Indiscernible), you want to come up?

RODRIGUEZ: And I did -- we did submit a sponsorship to our city management staff.

KLEIN: Thank you.

RODRIGUEZ: So they'll look into it, see what we can do.

KLEIN: Heel. Heel. Sit. Good boy.

ERIVES: Good job, Zeus.

KLEIN: Sit. Sit.

[CROSS TALK]

KLEIN: Thank you.

RODRIGUEZ: Thanks, again.

GAMEZ: Bye, Zeus.

KLEIN: Zeus, want to say goodbye? Speak.

[LAUGHTER]

RODRIGUEZ: All right. Well, thank you, both again.

We're going to move on to business from the floor. Public hearings and action items tonight, we don't have any. So that's good. We're going to want to consent agenda action items. I see items 1 through 7. I will entertain a motion.

DAVIS: So moved.

RODRIGUEZ: We have a motion by Vice Mayor Davis. We have a second by Councilmember Gamez. All those in favor, please signify by saying aye.

ALL: Aye.

RODRIGUEZ: All those opposed? Not hearing any. Consent agenda action items passed unanimously. Moving on to regular agenda action items. Item number 1 is to adopt or deny Resolution Number 2617 of the Mayor and City Council, the City of Tolleson, Arizona, approving the intergovernmental agreement between the City of Tolleson and Tolleson Elementary School District Number 17 for the funding and operations of the district preschool program and the City 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 of City contributions of \$400,000 to fund the preschool program during the 2025-2026 school year, commencing July 1st, 2025 and expiring June 30th of 2026, with the possibility of renewal upon mutual agreement of the parties.

So I'm going to turn it over to City Magistrate [sic] and our Parks and Recreation department, which I didn't see Randy here, but if you all want to --

MEDRANO: Mr. Mayor, members of Council, as you're aware, we went over this agreement and ironed out most of the details during our last Council meeting in executive session. We have certainly achieved our objective and exceeded expectations in terms of what access that we're going to get to some of the facilities that will allow us to move our after-school program on campus, which alone and in and of itself is worth

this agreement. There's so many advantages to both organizations, but more so to the students and families and parents at both of our elementary schools. So we're excited to recommend approval.

RODRIGUEZ: All right. All I'm going to add to that is, you know, the City of Tolleson, I think, as an organization, as a Council has been very committed to the well-being of our kids here in town and building partnerships with our school districts, anybody who's willing to do something good for the betterment of our community. And I think this is a perfect example of exactly that, where you have two public agencies coming together for the public good to better the lives of our kids, to better the lives of our families. And that's a tradition that we want to live in and move forward with. So this agreement is very pivotal in moving our organization in that direction and continue to progress this. But I don't know how much we've given out over the years. But it's been -- however that amount has been, it's been a great investment. Yeah.

MEDRANO: Throughout the life of our relationship with the -- hold on. Mr. Mayor and members of Council, throughout the life of our relationship with both school districts, but in this case, the elementary school district, it's been millions of dollars.

RODRIGUEZ: And we'd all agree that it's --

MEDRANO: Not just program funds and fee waivers. And I only mention that because we're proud to do that because we serve the same populace. And since my time, which is over 30 years, as you know, that's been Council's directive is we don't want to further burden the taxpayers of the community in this case, especially students and their families. So we forego much of the actual cost.

RODRIGUEZ: I would ask Council, do you all think this is a good investment and like to say anything on behalf of it or against it?

Jimmy.

DAVIS: I think it's a great investment for our kids.

RODRIGUEZ: Go ahead, Vice Mayor.

DAVIS: It's -- you know, it's phenomenal. It is a win-win for both organizations. And I think, you know, we need to do more of this working together as, you know,

government bodies with the school districts and the City of Tolleson. We need to come together. We need to do what's best for our community. And I think this is what's best for our community. Funding preschool, no matter what, is -- we can't not fund preschool. We cannot not have preschool in our community. So providing that, and then just the benefits of us being able to utilize the school facilities is going to be huge for our organization. So this is a win-win for everyone, and we need to keep moving in this positive direction with the elementary school district, and hopefully eventually with the other ones.

RODRIGUEZ: Yeah.

You were saying, Councilmember?

GAMEZ: Do we have an official memorandum of understanding with them in terms of the agreement? Or do we just do this every year when they ask?

SINAWI: Mayor, members of Council, Councilmember Gamez, the Tolleson Elementary School District is scheduled to bring this agreement before their board on September 17th. So then, this agreement will be for one year, and then we would reconsider to renew the agreement thereafter.

GAMEZ: I think we should do that. And that way, people will know that this is an official action, and we're doing it for the reasons you've all stated. And that's something we've always done. We just got to put it -- officially saying it's -- we did it with the high school and it worked for years. Again, being that we save taxpayers money by working together. Very simple. So I think we should continue.

RODRIGUEZ: Anybody else?

CHAVIRA: I just want to reiterate that this is a great example of how government works together for the good of the community. And so congratulations to all of you, because you've been doing this for so long. And it's still an important piece of Tolleson. So congratulations. This is a great -- a great and wonderful program.

RODRIGUEZ: All right.

Jimmy?

DAVIS: I'll motion to approve Resolution Number 2617.

RODRIGUEZ: We have a first by Vice Mayor Davis. We have a second by, I believe, Councilmember Erives. All those in favor, please signify by saying aye.

ALL: Aye.

RODRIGUEZ: All those opposed? All right. Regular agenda action item number 1 has been passed.

MEDRANO: Mayor?

RODRIGUEZ: Yes.

MEDRANO: Mr. Mayor, I did want to point out one deal, one point.

RODRIGUEZ: After we approved it?

MEDRANO: Yes. No, it's not pertaining -- it's pertaining to the relationship with the school. So Mayor, members of Council, the after-school program I mentioned, it's not affiliated with the cost. It's not part of the agreement. Elements of it are. We were already -- we've been running the after-school program forever. In fact, that's how we ended up stealing Ms. Sinawi from the school district. She used to run it in the summer, and we robbed her from them. And they still haven't forgiven me. But I don't apologize either. So the only difference is that we used to transport the students from the campuses to our facility. Just by eliminating that need to transport reduces liability and obviously, makes it even safer for students and their parents. So now, running that same program on campus allows for students just to walk from class to the program, and allows parents to both drop off students and pick them up at their campuses so they don't have to go all over town. So I wanted to make sure that the public at least knew that the after-school program predates this agreement, but it complements it perfectly.

DAVIS: It'll also supplement our rec programing and the availability of our rec center. And being able to do additional programs in addition to being able to use the gyms and other facilities will expand our rec offerings across the board. So it's huge.

RODRIGUEZ: Yeah, win-win for everybody. It's a maximizing of the public dollar. So great job by everybody. Thanks for the staff's input and contributions.

Reyes?

MEDRANO: I just wanted to acknowledge Deputy City Managers Sinawi and Jackson, as well as Mr. Babchuk for the work that they did working to get us to this point. So thank you all.

RODRIGUEZ: All right. Well, the rest of this agenda just turned real easy. Item J, we have no work study and presentations. Item K, we have no Mayor, City Manager reports of current events unless I'm missing something.

MEDRANO: Sir, since we're under City Manager report, I did want to remind Council that this Friday -- I mean, I'm sorry. This Thursday, those involved in the Leezah Sun matter will be attending the City of Phoenix Judicial Center to participate in a hearing to determine whether or not Ms. Sun violated the current order prohibiting workplace harassment against Deputy City Manager Sinawi, Alicia Guzman, and me. That's all I had.

Mr. Mayor, Councilman Gamez, members of Council, the hearing is scheduled for 1:30.

RODRIGUEZ: Televised?

MEDRANO: I think they record them, sir. Televised, I'm not sure. But there will be, I'm sure, some form of recordation.

RODRIGUEZ: Are you going to send out a follow-up after?

MEDRANO: I will update Council on the results.

RODRIGUEZ: Awesome.

Any questions on that, folks? Okay. All right. So now comes the fun part. We're going to convene into executive session. So I'm going to take a motion to convene into executive session. We have a motion by Vice Mayor Davis.

GAMEZ: Second.

RODRIGUEZ: We have a second by Councilmember Gamez. So all those in favor to going into executive session, please signify by saying aye.

ALL: Aye.

RODRIGUEZ: All those opposed, say nay. So here's the thing, guys. When we go into executive session, it's a closed-door meeting. So it's only Council and staff that have to be here. But everybody else gets the opportunity to head on home and have dinner. As

soon as we're done with that part of the meeting, we basically open the meeting back up and we just gavel out, and then we go home. But thank you all for coming.

APPROVED:

JUAN F. RODRIGUEZ, 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 SEPTEMBER 9, 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 September 3, 2025 to September 16, 2025

MEETING DATE: September 23, 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 September 3, 2025 to September 16, 2025.

BACKGROUND:

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

DISCUSSION:

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

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

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

ATTACHMENTS:

None

City of Tolleson**Checks Recorded****Check Dates: September 3, 2025 to September 16, 2025****PAYMENTS OVER \$10,000**

VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
CITY OF PHOENIX	\$362,440.44	185707	09/11/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	\$150,664.47	101236	09/12/2025
ACHEN-GARDNER CONSTRUCTION LLC	\$130,320.47	101234	09/12/2025
REGIONAL PUBLIC TRANS AUTHORITY	\$65,353.00	101264	09/12/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$37,042.27	101239	09/12/2025
ASR CONSTRUCTION GROUP LLC	\$30,238.80	185702	09/11/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	\$29,137.51	101236	09/12/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	\$28,940.83	101236	09/12/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$24,847.90	101240	09/12/2025
INDUSTRIAL COMMISSION OF ARIZONA	\$23,075.26	185794	09/15/2025
MARICOPA COUNTY SHERIFF'S OFFICE	\$22,952.09	185740	09/11/2025
GHD INC	\$22,431.00	101223	09/09/2025
CAPITAL PUMP & EQUIPMENT LLC	\$21,763.40	101195	09/05/2025
FELIX CONSTRUCTION COMPANY	\$17,180.61	185727	09/11/2025
KIMLEY-HORN AND ASSOCIATES, INC.	\$16,140.06	101201	09/05/2025
ACHEN-GARDNER CONSTRUCTION LLC	\$15,325.00	101234	09/12/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$13,178.00	185771	09/15/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$13,178.00	185771	09/15/2025
LION FIRST RESPONDER PPE INC	\$12,187.20	101267	09/16/2025
RH BORDEN AND COMPANY LLC	\$11,796.00	101230	09/09/2025
WEST VALLEY ARTS COUNCIL	\$10,000.00	185768	09/11/2025



CITY COUNCIL REPORT

SUBJECT: Fourth Amendment to Tyler Technologies Agreement

MEETING DATE: September 23, 2025

TO: Mayor and Council

FROM: Kevin Artz, Chief Financial Officer

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Finance Department is requesting Council approval of the fourth amendment to the Agreement with Tyler Technologies for software.

BACKGROUND:

On April 26, 2022, Council approved a software agreement with Tyler Technologies, to provide financial and utility billing software. The contract provided for an implementation cost of \$582,033 and annual fees of \$84,757 for the first year.

On August 27, 2024, Council approved the First Amendment to the software agreement to add the building permit, licensing and business management suite. The amendment provided for annual fees of \$42,592 for the first year.

On May 20, 2025, staff approved the Second Amendment to the software agreement to delete the project and grant accounting module as the City was not going to use the module.

On August 5, 2025, staff approved the Third Amendment to the software agreement to establish the fees for credit card usage with the new cashiering module. There was no change in the cost to the City.

DISCUSSION:

The Fourth Amendment to the software agreement establishes the annual subscription fee for the finance utility billing, permitting and licensing modules. For the first year of the agreement, the subscription fee is \$143,257.05. The agreement provides for three one-year renewals through June 30, 2029. The agreement also provides that fees shall not increase by more than 5% of the previous year's fee.

BUDGET IMPACT:

The subscription fees for the software have been included in the FY 2026 budget.

RECOMMENDATION:

Staff recommends that the Mayor and Council approve the Fourth Amendment to the Agreement with Tyler Technologies for software subscription fees in an annual amount not to exceed \$150,000 in the first year with three one-year real terms, limited to a 5% escalation factor.

ATTACHMENTS:

1. 09 23 25 DS and FI - Fourth Amendment to Agreement - Tyler Technologies, Inc.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Tolleson, Arizona, with offices at 9055 W. Van Buren Street, Tolleson, Arizona 85353-2816 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated April 26, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The Term of the Agreement is hereby extended for the period May 1, 2025 through June 30, 2029 (the "First Renewal Term"). Annual SaaS fees for the period May 1, 2025 through June 30, 2026, are indicated in Exhibit 1 to this Amendment. The term will renew thereafter in accordance with the terms of the Agreement.
2. Tyler will issue to Client an invoice of annual fees prorated for the period May 1, 2025 through June 30, 2025, and a separate invoice of annual fees for the period July 1, 2025 through June 30, 2026, on the Amendment Effective Date. Thereafter, annual fees shall be invoiced annually in advance of each July 1. Tyler agrees to limit any annual increases to such fees during the First Renewal Term to five percent (5%) over the previous year's fees. Upon the expiration of the Renewal Term, annual fees shall be at then-current rates.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Tolleson, Arizona

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Renewal Pricing

Pricing page follows.

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Product Name	Annual Fee
Accounting	\$16,217.25
Accounts Payable	\$4,483.50
ACCOUNTS RECEIVABLE	\$3,303.30
BUDGETING	\$4,483.50
Capital Assets	\$3,741.15
Cash Management	\$2,807.70
Cashiering	\$5,974.50
CENTRAL PROPERTY FILE	\$900.90
CITIZEN SELF SERVICE	\$3,303.30
Content Manager Core	\$6,300.00
Enterprise Analytics and Reporting w Executive Insights	\$5,038.95
Enterprise ERP Financial Insights	\$2,551.50
Enterprise ERP Revenue Insights	\$2,551.50
Enterprise Forms Processing (including Common Form Set)	\$3,423.00
eProcurement (Vendor Access and Punch-Out) Migration	\$2,774.10
GENERAL BILLING	\$2,147.25
Payments PCI Service Fee (Per Device)	\$1,080.00
Purchasing	\$6,649.65
Utility Billing CIS including Graphing Agent	\$4,788.00
Utility Billing Meter Interface	\$967.05
Advanced Automation Bundle - included with EPL Foundation	\$0.00
Business Management Civic Access - included with BM Suite	\$0.00
Business Management Insights - included with BM Suite	\$1,200.00
Business Management Suite	\$3,600.00
Community Development Civic Access - included with CD Suite	\$0.00
Community Development Insights - included with CD Suite	\$1,200.00
Community Development Suite	\$3,600.00
Core Foundation Bundle - included with EPL Foundation	\$0.00
Data and Reporting Access - included with EPL Foundation	\$0.00
Decision Engine	\$4,000.00
Enterprise Permitting & Licensing Foundation	\$6,400.00
Enterprise Permitting & Licensing User	\$16,192.00
EPL API Toolkit	\$0.00
e-Reviews	\$6,400.00
Report Toolkit - included with EPL Foundation	\$0.00
Storage - 1TB of Storage	\$0.00
Tyler GIS for EPL Users - included with EPL Foundation	\$0.00
Workforce Mobile Access - included with EPL User	\$0.00
Cashiering API - Subscription	\$3,778.95
Enterprise Permitting & Licensing User	\$9,200.00
SnapLogic - Up to 5 Integrations	\$4,200.00
Workforce Mobile Access - included with EPL User	\$0.00
TOTAL:	\$143,257.05



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2621 - Maricopa County Intergovernmental Agreement - Hand in Hand Program

MEETING DATE: September 23, 2025

TO: Mayor and Council

FROM: George Good , Chief of Social Impact

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Human Services Department is requesting approval of Resolution No. 2621 authorizing the City of Tolleson to enter into an Intergovernmental Agreement (IGA) with Maricopa County, administered by its Human Services Department, to support the Hand-in-Hand Program for Fiscal Year 2026.

BACKGROUND:

The Hand-in-Hand Program is a regional collaboration designed to reduce homelessness with a focus on individuals utilizing wash and canal areas such as Agua Fria, Skunk Creek, and New River. Subregional partners, including Tolleson and neighboring communities, are committed to providing outreach teams and resources to help unsheltered individuals transition into permanent housing.

Under the IGA, Maricopa County will assign outreach staff to provide daily services, including engagement, case management, and connections to housing and supportive services. The City of Tolleson will contribute resources and coordinate with the County and other partners to support the program's efforts.

DISCUSSION:

The IGA establishes roles and responsibilities for both Maricopa County and the City of Tolleson. The County will manage outreach staffing, case management, data entry in the Homeless Management Information System (HMIS), and coordination of supportive services. The City will participate in strategic planning, facilitate connections with City departments, and review program data to identify sustainability opportunities.

Resolution No. 2621 formally approves the IGA and authorizes the Mayor to execute the agreement.

BUDGET IMPACT:

The City of Tolleson will provide \$5,000 in funding for Fiscal Year 2026 to support the Hand-in-Hand Program.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2621, approving the Intergovernmental Agreement between the City of Tolleson and Maricopa County Human Services Department for the Hand-in-Hand Program for Fiscal Year 2026, and authorizing the Mayor to execute the Agreement.

ATTACHMENTS:

1. Res 2621 Maricopa County Human Services Department IGA for FY 26 Hand in Hand Program 09 23 25

RESOLUTION NO. 2621

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, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, FOR THE HAND-IN-HAND PROGRAM TO REDUCE HOMELESSNESS IN THE AMOUNT OF \$5,000 FOR FISCAL YEAR 2026, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Tolleson ("City") and Maricopa County ("County"), through its Human Services Department, desire to collaborate in addressing homelessness in the region through the Hand-in-Hand Program; and

WHEREAS, the Intergovernmental Agreement ("IGA") establishes a partnership to provide outreach services, case management, and housing-focused assistance for unsheltered individuals in Tolleson and surrounding communities, and pursuant to A.R.S. §§ 9-240 and 11-952, the City is authorized to enter into such intergovernmental agreements.

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, administered by its Human Services Department, for the Hand-in-Hand Program 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 23rd 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. 2621

[Intergovernmental Agreement]

See following pages.



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF TOLLESON**

Agreement Amount: \$5,000
Agreement Start Date: July 1, 2025
Agreement Termination Date: June 30, 2026
Agreement Number: _____
UEI Number: ZCKJW4NFBEE6

1.0 PARTIES

This financial Intergovernmental Agreement (“Agreement”) is between the City of Tolleson (City) and Maricopa County (County) administered by its Human Services Department. The County and the City collectively are referred to as the “Parties” and individually as the “Party.”

2.0 PURPOSE

- 2.1 The purpose of this Agreement is to establish a collaboration between the Parties focused on a strategy to reduce homelessness with an added focus in wash and canal areas (e.g. Agua Fria, Skunk Creek, and New River). The Cities including, but not limited to, Tolleson, Peoria, Surprise, Sun City, Sun City West, Waddell, Wittmann, Town of Youngtown and City of El Mirage (Subregional Partners) are committed to provide outreach teams with needed resources to assist individuals who are unsheltered to transition into permanent housing.
- 2.2 Subregional Partners are working to address the needs of individuals that are utilizing the wash and canal areas as campsites for temporary shelter. The Subregional Partners will ensure outreach teams are developed to assist individuals with services to transition into permanent housing.
- 2.3 Outreach will include a versatile combination of coordination of case management, mental health service connections and substance use support. Through a sustained targeted effort, this partnership endeavors to reduce local street homelessness in the areas as measured by the Point in Time count.

3.0 TERM OF AGREEMENT

- 3.1 The initial term of this Agreement is listed on Page One of this Agreement.
- 3.2 This Agreement shall be effective upon approval and signature by both Parties.

- 3.3 Extensions must be in writing and approved and signed by both Parties. The City must provide notice of intent to renew the Agreement 60 calendar days prior to the end of the original or extended Agreement term, as applicable.

4.0 AMENDMENTS

Any changes to this Agreement shall be by written Amendment signed by both Parties.

5.0 FUNDING

The City shall provide the County with the funding amount defined in Attachment A, Budget, for the Agreement term. The Budget has been developed between the Parties and is incorporated into this Agreement.

6.0 AVAILABILITY OF FUNDS

- 6.1 Should funding for program activities be reduced for any reason and services are not funded, then the City may either accept a decrease in services offered by the County or terminate this Agreement.
- 6.2 If the City is unable to provide funding to support the Program, then the County has the right to either change the availability of or withdraw the services (or both).

7.0 PAYMENTS

Subject to ongoing review and possible modifications during the term or terms of this Agreement, the City shall pay the County based on the County submitting a monthly invoice. County shall submit invoices and back up documentation for activities outlined in Section 8.0. The City shall prepare and issue payment within 30 calendar days of receipt of the invoice, except for the last month of each fiscal year for which the City shall submit payment by July 5th. Payments shall be submitted to the Department's Finance Division at the address 234 North Central Avenue, Phoenix, Arizona 85004.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

8.1 The County shall:

- 8.1.1 Assign outreach staff, either County staff or contracted agency staff to:
- 8.1.1.1 Provide outreach 7 days a week, a minimum of 8 hours a day.
- 8.1.1.2 Collaborate with homelessness service agencies and other local partners to coordinate services for clients.
- 8.1.1.3 Complete information in HMIS (Homeless Management Information System). Ensure demographic data is entered on all persons contacted, and all activities assisted with under this Program in accordance with the local HMIS standards on data collection. Outreach staff must also enter latitude and longitude to log location where individuals were contacted.
- 8.1.1.4 Utilize the Continuum of Care (COC) Community Adopted Best practices as a guide for core competencies and service delivery.
- 8.1.1.5 Ensure activities are designed to meet the immediate needs of people experiencing homelessness in unsheltered locations by connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Component services generally consist of:
- 8.1.1.5.1 Engagement
- 8.1.1.5.1.1 Activities to locate, identify and build relationships with individuals or families living in unsheltered settings for the purpose of providing

immediate support, intervention, and connections with homeless assistance programs or mainstream social services and housing programs.

8.1.1.5.1.2 These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.

8.1.1.5.2 Case management

8.1.1.5.2.1 Assessing housing and service needs, and arranging, coordinating, and monitoring the delivery of individualized services.

8.1.1.5.2.2 Eligible services and activities are as follows: using coordinated entry; conducting the initial evaluation, including verifying and documenting eligibility; counseling; developing, securing, and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

8.1.1.5.2.3 These services may be provided to clients staying in shelter via hotel or other shelter service provider within the designated service area.

8.1.1.5.3 Transportation

8.1.1.5.3.1 The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible.

8.1.1.5.4 Administration of flex funds

8.1.1.5.4.1 Flexible spending account funds must be for the purpose of clients obtaining or retaining housing and/or eliminate barriers in obtaining or retaining housing. Priority given to clients currently sleeping outdoors and not in shelter.

- 8.1.1.5.4.2 Flex funds can be administered with up to \$5,000 per household per year.
- 8.1.1.5.4.3 Expenditures can include any of the following items (any items not on this list must receive prior approval from Maricopa County before purchase):
 - 8.1.1.5.4.3.1 Hotel stays
 - 8.1.1.5.4.3.2 Diversion to another sheltered location (bus ticket to family, friend in another jurisdiction or state)
 - 8.1.1.5.4.3.3 Legal fees for prior legal judgements or expunging legal judgements
 - 8.1.1.5.4.3.4 Vehicle repairs or vehicle payments to prevent loss of employment
 - 8.1.1.5.4.3.5 Housing search and placement
 - 8.1.1.5.4.3.6 Rental application fees (when charged by the owner to all applicants)
 - 8.1.1.5.4.3.7 Security deposits (no more than two month's rent)
 - 8.1.1.5.4.3.8 Rent for the last month of a lease agreement
 - 8.1.1.5.4.3.9 Utility deposits (when required by utility company for all customers)
 - 8.1.1.5.4.3.10 Moving and storage costs for up to three months
 - 8.1.1.5.4.3.11 Costs associated with pet rent, pet fees and/or pet related costs that are a barrier to housing or shelter services
 - 8.1.1.5.4.3.12 Service Eligibility
 - 8.1.1.5.4.3.13 Other housing related costs that are a great burden or barrier to remaining sheltered (household furniture like a mattress, cookware); these must be approved in writing by Maricopa County Homeless Initiatives staff
 - 8.1.1.5.4.3.14 Other items must be approved in writing by Maricopa County
- 8.1.2 Assign County Coordinator to be the primary liaison with City officials, local designees, and the street outreach team to effectively execute the Program. The Coordinator will:
 - 8.1.2.1 Work with local designees to coordinate services with local emergency services, parks and recreation, libraries, and other departments as outlined by the City.
 - 8.1.2.2 Act as a point of contact for the County to respond to escalated issues.
 - 8.1.2.3 Coordinate regular case conferencing meetings to improve service delivery of clients experiencing homelessness.
- 8.1.3 Provide the City with reports on a monthly basis on the 30th of the month for the previous month of activities containing the following data metrics:

8.1.3.1 Summary of services provided:

8.1.3.1.1 Outreach

8.1.3.1.1.1 Total number of unduplicated contacts

8.1.3.1.1.2 Total number of unduplicated clients engaged in the program

8.1.3.1.1.3 Total number of positive exits

8.1.3.1.1.4 Total number of clients that obtain receipt of outside benefits

8.1.3.1.1.5 Total number of referrals received

8.1.3.1.1.6 Response time: same day, 1 day and 2 or more days

8.1.3.1.2 Flex funds

8.1.3.1.2.1 Total number of applications received.

8.1.3.1.2.2 Total number of applications processed.

8.1.3.1.2.3 Total number of clients that obtained housing.

8.1.4 Collaborate with the City to establish a standard response time for outreach referrals to be reported monthly.

8.2 The City shall:

8.2.1 Work collaboratively with the County and other Subregional Partners in implementing the effort primarily through:

8.2.1.1 Regular meetings to create strategic plans and to review progress.

8.2.1.2 Facilitate Connection to key City departments and points of contact to further the goal of the effort.

8.2.1.3 Identification of a primary point of contact to represent the City in strategic plans, progress, and escalated issues.

8.2.1.4 Review data and findings to identify opportunities, where possible, for sustainability of services beyond the term of this contract.

8.2.2 Reimburse the County for eligible expenses made against the Budget specified in Attachment A.

9.0 TERMINATION

9.1 Under A.R.S. §38-511, either Party may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the other Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other Party of the Agreement with respect to the subject matter of the Agreement. Additionally, under A.R.S. § 38-511, a Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Party from any other Party to this Agreement arising as the result of this Agreement.

9.2 Either Party may terminate this Agreement at any time by giving the other Party at least thirty (30) calendar days prior notice in writing (unless terminated by the City under the Availability of Funds provision). The notice shall be given by either mail or via email to the persons listed in Section 10 (Notices) of this Agreement.

9.3 This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.

- 9.4 The City has the right to terminate this Agreement upon twenty-four (24) hour notice when the City determines that the health or welfare of the service recipients are endangered, or the County's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement shall terminate upon the expiration of the term stated on Page One of this Agreement or expiration of any extended term described in Section 3.0
- 9.5 The County understands that the continuation of this Agreement is subject to the budget of the City providing for the contract item as an expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.

10.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

County:

Name: KateLynn Dean
Title: Homeless Initiatives Program Manager
Maricopa County Human Services Department
234 N Central Avenue, Suite 3000
Phoenix, AZ 85004
Telephone: 602-506-4652
Email: katelynn.dean@maricopa.gov

City of Tolleson:

Name: George Good (Primary)
Title: Human Services Director
Address: Tolleson Civic Center, 9055 W. Van Buren St. Tolleson, AZ 85353
Telephone: 623-936-2717
Email: george.good@tolleson.az.gov

Name: Marc Simmons (Secondary)
Title: Human Services Supervisor
Address: Tolleson Civic Center, 9055 W. Van Buren St. Tolleson, AZ 85353
Telephone: 623-936-2709
Email: marc.simmons@tolleson.az.gov

11.0 EMPLOYMENT DISCLAIMER

- 11.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 11.2 The City agrees that no individual performing under this Agreement on behalf of City may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue or apply to any such individual. The City shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend, and hold harmless the County with respect to the foregoing.

11.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a City agent, employee, or representative and that no rights of City civil service, City retirement, or City personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend, and hold harmless the City with respect to the foregoing.

12.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by either Party of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The County and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

13.0 RECIPROCAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert fees and other litigation costs) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, property damage, or bodily injury (including death) of any person, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor or any of its officers, officials, agents, representatives, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 13.0 shall survive termination of this Agreement.

14.0 LIMITATION ON LIABILITY

The Parties hereby mutually agree that each Party and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the other Party or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this , nor shall the Parties and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the other Party or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

15.0 INSURANCE

The City of Tolleson is a Public entity and shall provide the County with a Certificate of Self-Insurance equal to:

General Aggregate: \$3,000,000

Each Occurrence Limit: \$1,000,000

1. Mail COI to:

Maricopa County

c/o Risk Management

301 W Jefferson St., Suite 910

Phoenix, AZ 85003

2. Cancellation and Expiration Notice:

Applicable to all insurance policies required within the insurance requirements of this contract, (insert party name) insurance shall not be permitted to expire, be suspended, be canceled, without 30 days prior written notice to Maricopa County. Such notice shall be sent directly to Maricopa County Human Services Department and shall be mailed, or hand delivered to 234 N. Central Avenue, Phoenix, AZ 85004, or emailed to the Human Services representative noted in the Contract.

16.0 EQUAL EMPLOYMENT OPPORTUNITY

16.1 The Parties shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

16.2 The Parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

16.3 The Parties will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that it is an Equal Opportunity or Affirmative Action employer.

16.4 The Parties shall post on public display for all employees that it is an Equal Opportunity or Affirmative Action employer.

16.5 The Parties shall and shall cause their respective contractors and subcontractors to comply with:

16.5.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

16.5.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*).

16.5.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

16.5.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and

16.5.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

16.6 The Parties shall include the above listed provisions in every subcontract or purchase order, specifically or by reference. The inclusion of these provisions is binding and a requirement of this Agreement.

17.0 IMMIGRATION LAWS AND REGULATIONS

17.1 Federal Immigration and Nationality Act

- 17.1.1 The City understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). The City agrees to comply with the IRCA in performing under this Agreement and to permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.
- 17.1.2 By entering into this Agreement, the City warrant compliance with the Federal Immigration and Nationality Act ("FINA") and all other federal immigration laws and regulations related to the immigration status of its employees. The City shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The City and their subcontractors shall also maintain Employment Eligibility Verification forms ("I-9") as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 17.1.3 The County may request verification of compliance for any employee, contractor or subcontractor performing work under the Agreement. Should the County suspect or find that the City or any of its contractors or subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the City. All costs necessary to verify compliance are the responsibility of the City or its contractors or subcontractors.

17.2 Arizona Law: The Parties warrant that they are in compliance with A.R.S. § 41-4401 (E-Verify requirements) and further acknowledge that:

- 17.2.1 The Parties and their respective Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
- 17.2.2 A breach of a warranty under Subparagraph 17.2.1 shall be deemed a material breach of this Agreement and either Party may immediately terminate this Agreement without liability; and
- 17.2.3 The Parties and any respective contracting government entity retain the legal right to inspect the papers and employment records of the other Party or its Vendor's or Subcontractor's employees who work on this Agreement to ensure that the other Party or Subcontractor or Vendor is complying with the warranty provided under Subparagraph 17.2.1 and that the Parties mutually agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

18.0 RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing in this Agreement shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization. Nothing in this Agreement shall affect the legal liabilities of either Party by imposing any standard of care different from the standard of care imposed by law.

19.0 ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties. There are no representations or other provisions besides those contained in either this Agreement or in any written amendments approved and signed by both Parties.

20.0 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.

21.0 FORCE MAJEURE

21.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

21.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

21.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

22.0 SYSTEM FOR AWARD MANAGEMENT

The City shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files. The City must remain current with their registration throughout the term of the Agreement per 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

23.0 ADMINISTRATIVE CHANGE ORDERS

23.1 The Chairman of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:

23.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

- 23.1.2 Modifications to Budget line items if the Agreement amount remains unchanged;
- 23.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
- 23.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by federal, state, and local regulations, policies, or requirements.

24.0 EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

- 24.1 The Parties agree that this Agreement and their employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;
- 24.2 The City shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the City and copies provided to County upon request; and
- 24.3 The Parties shall insert the substance of this clause, including this Paragraph 24.0, in all subcontracts over the agreed upon simplified acquisition threshold (\$250,000 as of June 2021).

25.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Parties agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq*, and OMB Circulars.

26.0 RETENTION OF RECORDS

- 26.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the City that are related to this Agreement.
- 26.2 The City shall retain all records relevant to this Agreement for six (6) years after project closeout or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized shall have full access to, and the right to examine, copy, and make use of any and all of the records. Any such access shall be coordinated with the City, which shall include, without limitation, restricting audits to the normal business hours of the City and being accompanied with City staff while on site.

27.0 ADEQUACY OF RECORDS

If the City's books, records and other documents related to this Agreement are not reasonably sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the City shall reimburse the County for the services not supported and/or documented.

28.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 28.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the City to the terms of this Certification. The City, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:
- 28.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 28.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under a public transaction; (2) the violation of any federal or State antitrust statutes; or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
 - 28.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 21.1.2 above; and
 - 28.1.4 Have not, within a three-year period preceding the Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

The City agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

29.0 STRICT COMPLIANCE

One Party's acceptance of the other Party's performance that is not in strict compliance with the terms of this Agreement, shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

30.0 DISPUTES

- 30.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.
- 30.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph within ten (10) business days from the expiration of the informal dispute resolution process described above in 30.1.
- 30.3 The County Representative shall respond in writing to the City within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.
- 30.4 The Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final.
- 30.5 In the event the City disagrees with the Director's decision, the City shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

If the Parties fail to come to a resolution through the dispute process set forth in this Section 30.0, either Party may pursue formal litigation.

31.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Parties agree to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

32.0 LOBBYING

32.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Parties to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

32.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Party shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

33.0 RELIGIOUS ACTIVITIES

The Parties warrant that none of their costs and none of the costs incurred by them or any of their contractors or subcontractors will include any expense related to any religious activities.

34.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

35.0 COVENANT AGAINST CONTINGENT FEES

The City warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

36.0 RECOGNITION OF COUNTY SUPPORT

The City shall give recognition to the County and the funding source for its support when the City publishes materials or releases public information that is paid for in whole or in part with funds received by the City under this Agreement.

37.0 ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the other Party.

38.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to all work performed by Cities or Subcontractors at all tiers.

39.0 ADMINISTRATIVE REQUIREMENTS

- 39.1 Accounting Standards – The City agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The City further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 39.2 Documentation and Record Keeping - The City agrees to comply with this Agreement and the following record keeping requirements:
 - 39.2.1 Records to be maintained – The City shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
 - 39.2.2 Property Records - The City shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

40.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the City engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the City certifies it is not currently engaging in and agrees for the duration of this Agreement not to 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 pursuant to 50 U.S.C. § 4842.

41.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 41.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 41.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party’s ability to perform any of its obligations under this Agreement.
- 41.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
 - 41.3.1 Non-performance of any obligations required by this Agreement.
 - 41.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.

- 41.3.3 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 et seq.
 - 41.3.4 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 41.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Parties, without intent to limit or with restrictions, be subject to the following:
 - 41.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against any Party at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under this Agreement.
 - 41.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 41.5 Each Party shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and/or all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

42.0 SINGLE AUDIT ACT REQUIREMENTS

The City is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The City shall comply with 2 C.F.R. § 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The City shall take corrective action within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by the County that the City is not in compliance with the audit requirements.

43.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

44.0 SEVERABILITY

The Parties agree that should any part of this Agreement be held invalid or void, the remainder of this Agreement shall remain in full force and effect and shall be binding on the Parties.

45.0 CHOICE OF LAW: VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. The proper venue for any proceedings relating to this Agreement shall be Maricopa County, Arizona.

46.0 AUTHORIZATION

Each Party warrants to the other Party that the appropriate governing body of the Party has authorized approval and signature of this Agreement.

47.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

47.1 The Parties mutually warrant and certify that they do not currently, and agree for the duration of this Agreement that they will not use:

47.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

47.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

47.1.3 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.

47.2 If either of the Parties become aware during the term of this Agreement that they are not in compliance with this paragraph, the Party(ies) shall notify the other within five business days after becoming aware of the noncompliance. Failure of either Party to provide a written certification that the other Party 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.

48.0 ACRONYMS AND DEFINITIONS

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are hereby incorporated by reference.

[Signatures are contained on the following page]

ATTACHMENT A: BUDGET

Fiscal Year 2026

HAND IN HAND- TOLLESON - ANNUAL BUDGET				
NUMBER OF POSTIONS	POSITION TITLE	SALARY PER POSITION	TOTAL SERVICE COST	CITY OF TOLLESON COST
5	Street Outreach Case Managers	\$59,690.20	\$298,451.00	\$5,000



CITY COUNCIL REPORT

SUBJECT: City of El Mirage Intergovernmental Agreement

MEETING DATE: September 23, 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 the Second Amendment to the Intergovernmental Agreement (IGA) between the City of Tolleson and the City of El Mirage for Police and Fire Dispatch Services and Administration.

BACKGROUND:

The original IGA between the City of Tolleson and the City of El Mirage was approved on April 18, 2023, and Amendment No. 1 was approved on July 1, 2024, establishing the provision of police and fire dispatch services and related administrative functions.

On June 24, 2025, the Tolleson City Council approved the Second Amendment to the IGA; however, the amendment as presented did not reflect an annual credit due to El Mirage. The corrected version of the Second Amendment now properly accounts for this credit.

DISCUSSION:

The Second Amendment establishes the annual fee for police and fire dispatch services and administration for Fiscal Year 2025-2026. The total annual fee is \$1,337,031, but after applying the credit in the amount of \$169,216, the net amount due from the City of El Mirage to the City of Tolleson is \$1,167,815. All other terms and conditions of the Intergovernmental Agreement remain unchanged and in full force and effect.

BUDGET IMPACT:

The City of Tolleson will receive \$1,167,815 from the City of El Mirage for Fiscal Year 2025-2026.

RECOMMENDATION:

Staff recommends approval of the Second Amendment to the Intergovernmental Agreement between the City of Tolleson and the City of El Mirage for Police and Fire Dispatch Services and Administration, and authorization for the City Manager to execute and deliver said Amendment.

ATTACHMENTS:

1. 09 23 25 PD - Second Amendment to IGA - El Mirage - Police and Fire Dispatch Services and Administration - End Date 06 30 26

**AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF EL MIRAGE AND THE CITY OF TOLLESON
FOR POLICE AND FIRE DISPATCH SERVICES AND ADMINISTRATION**

THIS AMENDMENT NO. 2 between the City of El Mirage, an Arizona municipal corporation, (“El Mirage”), and the City of Tolleson, an Arizona municipal corporation, (“Tolleson”), is hereby entered into and shall be effective on the last signature date set forth below. El Mirage and Tolleson are jointly referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Parties entered into an Intergovernmental Agreement dated April 18, 2023, and amended by Amendment No. 1 dated July 1, 2024 (collectively, the “Agreement”) for police and fire services and administration; and

WHEREAS, the terms of the Agreement set forth that said Agreement will automatically renew annually for a period not to exceed ten (10) years; and

WHEREAS, the Parties have met in accordance with Section 5.1 of the Agreement and agreed on an updated annual fee for the fiscal year FY2025-2026 (July 1, 2025 – June 30, 2026).

AGREEMENTS

The Recitals are accurate and are incorporated and made a part of the Agreement by this reference.

The Parties agree to an annual cost adjustment and that El Mirage shall pay to Tolleson an annual fee of \$1,337,031.00, minus a credit in the amount of \$169,216.00, for a total of \$1,167,815.00 for FY2025/2026 in quarterly increments beginning July 1, 2025.

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

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

“El Mirage”

CITY OF EL MIRAGE,
an Arizona municipal corporation

Crystal Dyches, City Manager

DATE

ATTEST:

Jill Boltz, City Clerk

APPROVED AS TO FORM:

Jon Paladini
Pierce Coleman PLLC*
City Attorney

“Tolleson”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

DATE

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce
Pierce Coleman PLLC*
City Attorney

*The City of Tolleson and City of El Mirage are both represented by Pierce Coleman PLLC, and have waived any potential conflict associated with the representation of both entities as it pertains to this Amendment.



CITY COUNCIL REPORT

SUBJECT: TF Contracting Services Cooperative Purchasing Agreement

MEETING DATE: September 23, 2025

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of a Cooperative Purchasing Agreement between the City of Tolleson and TF Contracting Services LLC for general utility projects related to the City's water and wastewater infrastructure.

BACKGROUND:

The City of Gilbert, through a competitive procurement process, entered into Contract No. 325000163 with TF Contracting Services LLC on February 25, 2025, for general utility projects. The contract allows for cooperative use by other public entities, including the City of Tolleson. Pursuant to Section 3-5-7 of the Tolleson City Code, the City may utilize cooperative purchasing agreements to secure services under competitively bid contracts.

This Cooperative Purchasing Agreement will allow Tolleson to access TF Contracting Services LLC's services for utility-related projects, including water and wastewater infrastructure improvements, repairs, and related work. The agreement is structured as an indefinite quantity and delivery arrangement, meaning services will be provided as needed and as authorized by the City.

DISCUSSION:

The Agreement will remain in effect until February 25, 2026, unless terminated earlier in accordance with the agreement terms. The Contractor will provide services based on individual purchase orders issued by the City, each referencing the Cooperative Purchasing Agreement and the underlying Gilbert contract. All work performed will be subject to City inspection and acceptance.

BUDGET IMPACT:

Compensation to TF Contracting Services LLC under this Agreement shall not exceed \$200,000 per fiscal year. Payments will be made based on accepted and completed services following submission and approval of invoices.

RECOMMENDATION:

Staff recommends approval of the Cooperative Purchasing Agreement between the City of Tolleson and TF Contracting Services LLC for general utility projects related to the City's water and wastewater infrastructure, and authorization for the City Manager to execute and deliver said Agreement.

ATTACHMENTS:

1. 09 23 25 UT - CPA - TF Contracting Services LLC - End Date 02 25 26

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
TF CONTRACTING SERVICES LLC

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) between the CITY OF TOLLESON, an Arizona municipal corporation, (the “City”), and TF CONTRACTING SERVICES LLC, an Arizona limited liability company, (the “Contractor”) (collectively, the “parties”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. After a competitive procurement process, the City of Gilbert, an Arizona municipal corporation and Contractor entered into Contract No. 325000163, dated February 25, 2025, as amended (collectively, the “Cooperative Contract”) for general utility projects related to the City’s water and wastewater infrastructure (“Services”). A copy of the Cooperative Contract is on file with the City Clerk’s office and is incorporated herein by reference.

B. The City 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 Contractor, and the Cooperative Contract permits its cooperative use by other public entities, including the City.

C. The City and the Contractor 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 Contractor 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 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 Contractor 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 February 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 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 Contractor shall provide the 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 Services are subject to final inspection and acceptance by the City. Services failing to conform to the requirements of this Agreement and/or the Cooperative Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring the Services into compliance and withhold the cost of same from any payments due to the Contractor.

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 Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The City will not reimburse the Contractor 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 Contractor (if any) shall not exceed an aggregate amount of \$200,000.00 for each fiscal year, July 1st through June 30th, for the 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 Contractor based upon acceptance and delivery of 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 Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor'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 Contractor 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 Contractor'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, Contractor 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 Contractor pursuant to this Agreement. Contractor 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 Contractor or its subcontractors reasonable advance notice of intended audits. Contractor 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 Contractor 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). Contractor'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 Contractor 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. Contractor 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 Contractor 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 City of Gilbert, an Arizona municipal corporation (as defined in the Cooperative Contract) 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 Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor 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 Contractor, 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, Contractor 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, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor 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. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

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 Contractor:	TF Contracting Services LLC 1430 E. Missouri Avenue, Suite B155 Phoenix, Arizona 85014 Attn: Paul Teixeira, Project Manager

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.

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

“Contractor”

TF CONTRACTING SERVICES LLC,
an Arizona limited liability company

By: _____
Name: _____
Its: _____

DATE

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
TF CONTRACTING SERVICES LLC

[Purchase Order]

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



CITY COUNCIL REPORT

SUBJECT: Caterpillar Inc. Cooperative Purchasing Agreement

MEETING DATE: September 23, 2025

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of a Cooperative Purchasing Agreement between the City of Tolleson and Empire Southwest, LLC for heavy equipment. The first planned purchase under this agreement is a backhoe to support the City's water and wastewater operations.

BACKGROUND:

The City of Tucson, through a competitive procurement process, entered into Contract No. 212816-01 with Caterpillar Inc. on October 3, 2022, for heavy equipment parts, accessories, supplies, and related services. The contract allows for cooperative use by other public entities, including the City of Tolleson, pursuant to Section 3-5-7 of the Tolleson City Code.

This Cooperative Purchasing Agreement establishes Tolleson's participation in the Tucson contract and allows the City to purchase Caterpillar equipment, including the needed backhoe, at competitively bid pricing and terms.

DISCUSSION:

The Agreement is effective through October 2, 2026, unless terminated earlier in accordance with its terms. It is structured as an indefinite delivery and indefinite quantity arrangement, meaning the City may make purchases as needed by issuing purchase orders under the agreement. The Utilities Department has identified the immediate purchase of a backhoe as essential to maintaining and improving water and wastewater infrastructure, ensuring reliable service delivery to Tolleson residents.

BUDGET IMPACT:

The Cooperative Purchasing Agreement limits compensation to an aggregate amount not to exceed \$175,000 per fiscal year. Funding for the backhoe purchase is included in the Utilities Department's approved budget.

RECOMMENDATION:

Staff recommends approval of the Cooperative Purchasing Agreement between the City of Tolleson and Empire Southwest, LLC for heavy equipment and authorization for the City Manager to execute and deliver said Agreement.

ATTACHMENTS:

1. 09 23 25 UT - CPA - Empire Southwest - End Date 10 02 26

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
EMPIRE SOUTHWEST, LLC

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) between the CITY OF TOLLESON, an Arizona municipality, (the “City”), and EMPIRE SOUTHWEST, LLC, a Delaware limited liability company, (the “Supplier”) (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. After a competitive procurement process, the City of Tucson, an Arizona municipality and Caterpillar Inc. entered into Contract No. #212816-01, dated October 3, 2022, as amended, (collectively, the “Cooperative Contract”) for heavy equipment parts, accessories, supplies and related services (“Equipment and Services”). Supplier is a Caterpillar dealer as described in the Cooperative Contract. A copy of the Cooperative Contract is on file with the City Clerk’s office and is incorporated herein by reference.

B. The City 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 Supplier, and the Cooperative Contract permits its cooperative use by other public entities, including the City.

C. The City and the Supplier 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 Supplier 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 Supplier 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 October 2, 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 Supplier 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 Supplier's risk and may be returned to the Supplier. If so returned, all costs are the responsibility of the Supplier. 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 Supplier: (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 Supplier.

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 Supplier, but only for actual and documentable costs incurred by the Supplier due to and after issuance of the Purchase Order. The City will not reimburse the Supplier 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 Supplier (if any) shall not exceed an aggregate amount of \$175,000.00 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 Supplier 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 Supplier and its subcontractors are

complying with the warranty under Section 6 below, Supplier'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 Supplier 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 Supplier'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, Supplier 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 Supplier pursuant to this Agreement. Supplier 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 Supplier or its subcontractors reasonable advance notice of intended audits. Supplier 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 Supplier 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). Supplier'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 Supplier 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. Supplier 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 Supplier 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 City of Tucson, an Arizona municipal corporation (as defined in the Cooperative Contract) 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 Supplier's obligation to provide the indemnification and insurance. In any event, the Supplier 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 Supplier, 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, Supplier 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, Supplier hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Supplier 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. Supplier 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 Supplier:	Empire Southwest, LLC 1725 S. Country Club Dr. Mesa, AZ 85210 Attn: Legal Dept.

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 APPEAR ON FOLLOWING PAGE]

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

“Supplier”

EMPIRE SOUTHWEST, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

DATE

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
EMPIRE SOUTHWEST, LLC

[Purchase Order]

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



CITY COUNCIL REPORT

SUBJECT: Kimley-Horn and Associates, Inc. Cooperative Purchasing Agreement

MEETING DATE: September 23, 2025

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Development Services and Utilities Departments are requesting approval of a Cooperative Purchasing Agreement between the City of Tolleson and Kimley-Horn and Associates, Inc. for on-call civil engineering services related to the development of the City's centralized water treatment plant.

BACKGROUND:

The Arizona Department of Administration entered into a competitively procured contract with Kimley-Horn and Associates, Inc. for on-call civil engineering and final engineering design services. This contract allows cooperative use by other public entities, including the City of Tolleson, pursuant to Section 3-5-7 of the Tolleson City Code.

This Cooperative Purchasing Agreement provides Tolleson access to Kimley-Horn's professional engineering services to support the City's Well Site No. 9 and the broader development of a centralized water treatment plant, including well equipment, storage tank, booster pump station, onsite treatment, and ancillary infrastructure.

DISCUSSION:

The Agreement is effective through February 7, 2026, unless terminated earlier in accordance with its terms. It is structured as an indefinite delivery and indefinite quantity contract, meaning services will be provided on an as-needed basis, subject to City-issued purchase orders.

The availability of Kimley-Horn's on-call engineering expertise will assist the City in advancing critical water infrastructure improvements and ensuring regulatory compliance as Tolleson continues to expand and modernize its utility systems.

BUDGET IMPACT:

Compensation under this Agreement shall not exceed \$900,000 per fiscal year.

RECOMMENDATION:

Staff recommends approval of the Cooperative Purchasing Agreement between the City of Tolleson and Kimley-Horn and Associates, Inc. for on-call civil engineering services, and authorization for the City Manager to execute and deliver said Agreement.

ATTACHMENTS:

1. 09 23 25 DS - CPA - Kimley-Horn and Associates Inc. - End Date 02 07 26

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
KIMLEY-HORN AND ASSOCIATES, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) between the CITY OF TOLLESON, an Arizona municipal corporation, (the “City”), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation, (the “Consultant”) (collectively, the “parties”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. After a competitive procurement process, the Arizona Department of Administration (“ADOA”), and Consultant entered into Contract No. CTR058876, as amended, (collectively, the “Cooperative Contract”), for on-call civil engineering with final engineering design services at Well Site No. 9, including well equipment, storage tank, booster pump station, onsite treatment and ancillary equipment for the City’s development of a centralized water treatment plant (“Equipment and Services”). A copy of the Cooperative Contract is on file with the City Clerk’s office and is incorporated herein by reference.

B. The City 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 Consultant, and the Cooperative Contract permits its cooperative use by other public entities, including the City.

C. The City and the Consultant 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 Consultant 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 Consultant 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 February 7, 2026 (the “Term”) unless extended or 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 Consultant 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 Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. 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 Consultant: (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 Consultant.

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 Consultant, but only for actual and documentable costs incurred by the Consultant due to and after issuance of the Purchase Order. The City will not reimburse the Consultant 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 Consultant (if any) shall not exceed an aggregate amount of \$900,000.00 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 Consultant 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 Consultant and its subcontractors are complying with the warranty under Section 6 below, Consultant'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 Consultant 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 Consultant'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, Consultant 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 Consultant pursuant to this Agreement. Consultant 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 Consultant or its subcontractors reasonable advance notice of intended audits. Consultant 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 Consultant 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). Consultant'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 Consultant 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. Consultant 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 Consultant 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 ADOA and shall be "State" or "ADOA" (as defined in the Cooperative Contract) 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 Consultant's obligation to provide the indemnification and insurance. In any event, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct, of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement.

13. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Consultant 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, Consultant hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Consultant 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. Consultant 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 Consultant:	Kimley-Horn and Associates, Inc. 1001 West Southern Avenue, Suite 131 Mesa, Arizona 85210 Attn: Michael Grandy

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.

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Consultant”

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

By: _____
Name: _____
Title: _____

Date

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
KIMLEY-HORN AND ASSOCIATES, INC.

[Purchase Order]

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



CITY COUNCIL REPORT

SUBJECT: Second Amendment to ASR Construction Group Cooperative Purchasing Agreement
MEETING DATE: September 23, 2025

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

PURPOSE:

The Utilities Department is requesting approval of the Second Amendment to the Cooperative Purchasing Agreement with ASR Construction Group LLC for Job Order Contracting (JOC) services to support water and wastewater treatment and remote facilities projects.

BACKGROUND:

The City of Tolleson entered into a Cooperative Purchasing Agreement with ASR Construction Group LLC on October 23, 2024, based on the City of Peoria JOC No. ACON15023. The agreement provides contracting services for water and wastewater treatment and remote facilities projects. The agreement was structured to allow for multiple amendments as needed to support City projects.

This Second Amendment increases the annual aggregate compensation limit under the Agreement to reflect anticipated project demand and adjusts the City Attorney's office address for legal notices.

DISCUSSION:

The Second Amendment increases the City's maximum aggregate compensation from \$1,500,000 to \$3,000,000 per fiscal year for services provided under the Agreement. The amendment also updates the notice address for Pierce Coleman PLLC, the City Attorney's firm, to reflect its current office location.

All other terms and conditions of the Cooperative Purchasing Agreement remain unchanged and in full force and effect.

BUDGET IMPACT:

The City's payments to ASR Construction Group LLC under this Agreement shall not exceed an aggregate amount of \$3,000,000 per fiscal year.

RECOMMENDATION:

Staff recommends approval of the Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and ASR Construction Group LLC for Job Order Contracting Services for Water and Wastewater Treatment and Remote Facilities Projects, and authorization for the City Manager to execute and deliver said Amendment.

ATTACHMENTS:

1. 09 23 25 UT - Second Amendment to CPA - ASR Construction Group LLC - End Date 05 31 26

**AMENDMENT NO. 2 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ASR CONSTRUCTION GROUP LLC**

THIS AMENDMENT NO. 2 TO THE COOPERATIVE PURCHASING AGREEMENT (this “Second Amendment”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and ASR CONSTRUCTION GROUP LLC, an Arizona limited liability company, (the “Contractor”), (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

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

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement dated October 23, 2024, based upon the City of Peoria JOC No. ACON15023, as amended (collectively, the “Cooperative Contract”), for JOC Water & Wastewater Treatment and Remote Facilities Projects (the “Services”). A copy of the Cooperative Contract is on file with the City Clerk’s office and is incorporated herein by reference.

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

AGREEMENT

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

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

3. Compensation. The City’s payments to the Contractor (if any) shall not exceed an aggregate amount of ~~\$1,500,000.00~~**\$3,000,000.00** for each fiscal year, July 1st through June 30th, for the 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).

2. The parties agree to amend Pierce Coleman PLLC notice address in Paragraph 15 of the Agreement as follows:

With copy to: Pierce Coleman PLLC
~~7730 E. Greenway Road, Suite 105~~
17851 N. 85TH STREET, SUITE 175
Scottsdale, Arizona ~~85260~~85255
Attn: Justin Pierce, City Attorney

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

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

"City"

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

DATE

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

"Contractor"

ASR CONSTRUCTION GROUP LLC,
an Arizona limited liability company

By: D. Anderson

Name: Daniel Anderson

Its: Managing member

9-10-2025
DATE



Tolleson Fire Department

MONTHLY REPORT

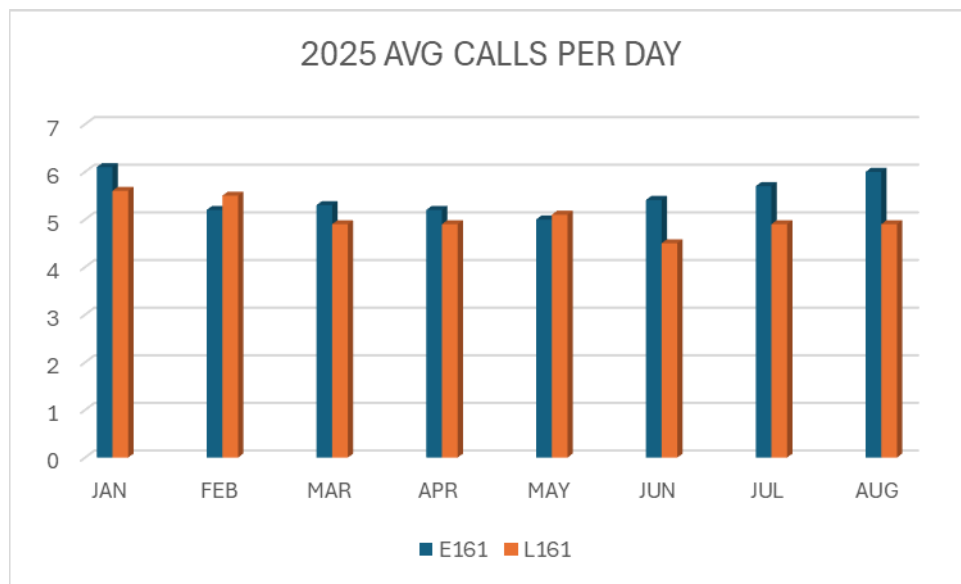
AUGUST 2025



Operations

August Call Volume

For August, Engine 161 responded to 186 calls (6 calls per day), and Ladder/LT161 responded to a combined 152 calls (4.9 calls per day).



Personnel

- FTEs
 - Firefighters – 16 / 1 vacant
 - Engineers – 7 / 0 vacant
 - Captains – 6 / 0 vacant
 - Battalion Chiefs – 2 / 1 vacant
- 7 Individuals successfully passed all pre hire requirements and are set to start with us September 3, 2025, and officially start the academy on September 8, 2025.
- Representatives from Stryker did ride alongs with our crews as continued training for our new LifePak 35 heart monitors. All members have been trained on the new monitors. The new monitors are now in use on all frontline vehicles.

- Engineer Kassie Gilman attended the Instructor I course. This course addressed the job performance requirements of the National Fire Protection Association, 1041 Standard for Fire Service Instructor Qualifications. The course prepares participants for planning instruction, using a variety of methods, teaching diverse learners, and evaluating course outcomes. The course also provides guidelines for addressing the critical issues of safety and the legal issues of training, and it provides opportunities to participate in application activities.
- Deputy Chief Jack Garrison attended the annual Fire Rescue International Conference in Orlando. Chief Garrison was able to choose from more than 100 educational sessions, in-person training, and receive in-person demos of products and services.

Fire Prevention

- **Inspections 18**
- **Fire and Special Hazard Investigations**
 - 660 S 83rd Ave International Paper Fire Alarm Activation, water flow (Firewatch)
 - 8400 W. Sherman St. Costco Distribution Ammonia false alarm
 - 495 S 99th Ave, Winland foods water flow activation
 - 8400 W. Jefferson St. Berry Plastics Water flow/fire alarm (Firewatch)
 - 651 S 91st Ave JBS full system failure (Firewatch)
 - 600 S. 80th Ave, Green Leaf/Jars Cannabis fire sprinkler activation (Firewatch)
 - 250 N. 96th Ave Sunrise Daycare several false alarms (Firewatch)
 - 859 S. 86th Ave, Taylor Farms fire alarm system down (Firewatch)
- **Plans reviews, new builds & Hydrant Flow Tests**
 - Little Ceaser Pizza
 - Sabor and Beer

➤ **Records request 11**

➤ **Special Hazards**

- Taylor Farms' new Ammonia system
- Fastik mixing room and storage room
- JBS still on Firewatch for the fire pump out of service

➤ **Training**

- Emergency Responder Communication Enhancement System (ERCES) For AHJs
- Southwest Gas training
- PFD Fire Prevention 3rd Quarter Training
- Phoenix Children's Pediatric Prehospital Educational Series

➤ **Special Project**

- Injury Prevention Advisory Council meeting
- (GIS) special hazards preplan project.
- Safety messages
- 1st Submit AZDEQ Grant

Community Programs

➤ **Volunteer hours 16**

➤ **Car seat checks 3**



Tolleson Police Department

Monthly Report | August 2025



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Mission, Values, and Staffing

Mission of the Tolleson Police Department

The Mission of the Tolleson Police Department is to build strong community relationships and take the criminal element off the streets of Tolleson. These two things are not mutually exclusive; it's not one or the other.

**We will achieve our mission through a
commitment to these values:**

Be Nice

Dedicated to Service

Committed to Teamwork

Pride in Everything We Do

Uncompromising Integrity

Fair & Equitable Practices

The Tolleson Police Department is committed to treating everyone fairly and equitably. Continuing these practices, along with the community policing model, will continue to enhance our trust and partnership with the Tolleson community.

Total Staffing Summary Current		
Total Authorized Sworn		39
Current Operating Sworn		32
Officers in FTO Training		0
Police Recruits		3
Vacancies		4
Total Authorized Non-Sworn		27
Current Operating Non-Sworn		27
Total Authorized PD Positions		66
Sworn Staffing by Assignment		
Assignment	Assigned	Vacant
Police Chief	1	0
Assistant Police Chief	1	0
Lieutenant	2	0
Sergeant	4	0
Investigations Sergeant	1	0
Police Officer	15	2
Investigations Detective	3	1
Community Action Team	2	0
Traffic Enforcement Officer	2	0
School Resource Officer	1	0
Civic Center Officer	1	0
Police Recruit	3	N/A
Total	36	3
	Non-Sworn Staffing	
Assignment	Assigned	Vacant
Support Services Manager	1	0
Administrative Assistant	1	0
Communications Manager	1	0
Communications Supervisor	2	0
Communications Operator	16	0
Police Records Clerk	2	0
Property / Evidence Tech.	2	0
Police Assistant	2	0
Total	25	0



Persons, Property, and Society Crime Data

Persons Crimes					
Type	August		YTD		
	2024	2025	2024	2025	% Change
Homicide Incidents	0	0	0	0	0
Robbery Incidents	1	0	3	7	+133.33%
Sex Offense Incidents	2	1	15	11	-26.67%
Aggravated Assault Incidents	5	2	29	21	-27.59%
Simple Assault Incidents	9	10	108	85	-21.30%

Property Crimes					
Type	August		YTD		
	2024	2025	2024	2025	% Change
Burglary/Breaking & Entering Incidents	2	3	29	24	-17.24%
Vehicle Trespass & TFMV Incidents	5	0	36	34	-5.55%
Stolen Vehicles	5	3	51	41	-19.61%
Recovered Stolen Vehicles	24	17	106	68	-35.85%
- Recovered Tolleson	4	0	20	18	-10.00%
- Recovered Other	4	8	71	41	-42.25%
Shoplifting Incidents	33	17	261	147	-43.68%
All Other Theft Incidents	13	5	101	49	-51.48%

Society Crimes					
Type	August		YTD		
	2024	2025	2024	2025	% Change
Drug/Narcotic Incidents	10	6	75	63	-16.00%
Weapons Incidents	6	5	39	36	-7.69%

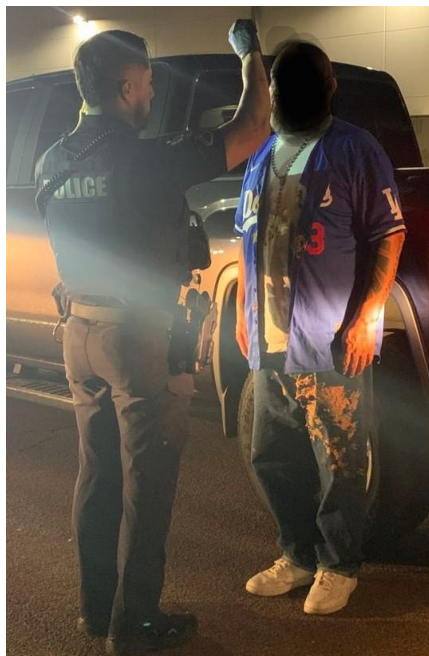
Crash Data

Motor Vehicle Crashes					
Crash Type	August		YTD		
	2024	2025	2024	2025	% Change
Fatal	0	0	3	1	-66.67%
Injury	12	11	83	75	-9.64%
Non-injury	42	20	216	173	-19.91%
Unknown	0	0	0	0	N/A
Total	54	31	302	251	-16.89%

Pedestrian / Bicycle Involved Crashes					
	August		YTD		
	2024	2025	2024	2025	% Change
Pedestrian	0	0	5	3	--40.00%
Bicycle	0	0	0	2	+200.00%

Traffic Safety Data

Traffic Safety Metrics					
	August		YTD		
	2024	2025	2024	2025	% Change
Traffic Stops	320	329	1,840	2,174	+18.15%
DUI Arrests Felony and Misdemeanor	41	20	152	101	-33.55%
Speed Citations	42	54	204	412	+101.96%



Calls for Service and Dispatch Data

Calls for Service Phone Call Summary (Dispatch Phones Only)

Total 911 Calls

2,318

34%

Total calls processed by Tolleson Police Communications in August 2025: 6,721

Total Admin Calls

4,403

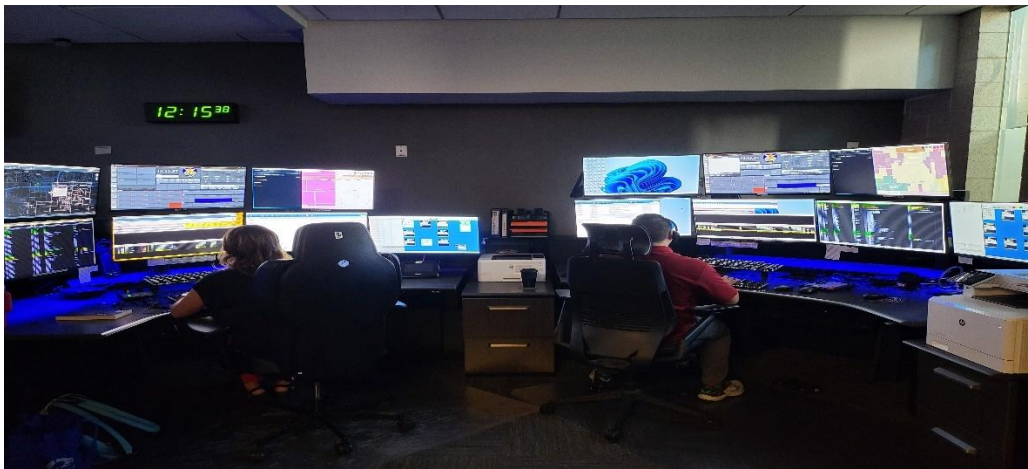
66%

NENA (National Emergency Number Association) Standards:

- Ninety percent (90%) of all 9-1-1 calls SHALL be answered within fifteen (15) seconds. 98.33%
- Ninety-five (95%) of all 9-1-1 calls SHOULD be answered within twenty (20) seconds. 98.84%

RESPONSE TIMES

Response Time Averages		
Priority	2024	2025
1	2:49	2:50
2	6:19	5:05
3	6:35	7:32





Dispatch Incident Distribution					
Agency	August		YTD		
	2024	2025	2024	2025	% Change
Tolleson PD	1,553	1,355	11,591	10,966	-5.39%
El Mirage PD	2,579	2,603	16,943	20,204	+19.25%
Tohono O'odham PD	378	626	2,791	3,638	+30.35%
Total	4510	4618	31,325	34,808	+11.12%

Top 5 Call Natures for Citizen Initiated Calls for Service – Tolleson PD Only – August 2025

1. Alarm Activation
2. Suspicious Activity
3. Welfare Check
4. Unwanted Guest
5. Theft

Special Circumstances Data					
Time Stamp	August		YTD		
	2024	2025	2024	2025	% Change
Possible Drug/Alcohol Overdose	1	0	6	4	-33.33%
Narcan Deployments	1	0	5	6	+20.00%
Narcan Saves	0	0	3	5	+66.67%
Vagrancy Calls for Service	16	2	115	95	-17.39%

Special Unit Activity

CAT (Community Action Team)					
Response Type	August		YTD		
	2024	2025	2024	2025	% Change
Cases Opened	N/A	1	N/A	14	N/A
Cases Closed	N/A	2	N/A	18	N/A
Arrests Made	N/A	3	N/A	38	N/A

Evidence Seized:

- 2 Guns Seized



Drone Deployments					
Response Type	August		YTD		
	2024	2025	2024	2025	% Change
Operations	N/A	4	N/A	77	N/A

During the month of August, Tolleson Police Drone Pilots conducted 4 drone deployments for a variety of operations.

Police Assistant Activity (Civilian Staff)					
Response Type	August		YTD		
	2024	2025	2024	2025	% Change
Code Enforcement	34	35	421	293	-30.40%
Animal Related Calls	55	84	386	723	+87.31%
Parking Violations	53	36	459	506	+10.24%
Total	142	155	1266	1522	+20.22%



CONGRATULATIONS!!!

Congratulations to Officer Kylii Arellano #267 on her successful completion of the Tolleson Police Department Field Training Program. Officer Arellano will be joining Sgt. Jeff Merkel's team on weekend nightshift.



Congratulations to Officer Noah Benvenuti who represented Tolleson PD at the 49th Annual Police and Fire Games. Officer Benvenuti and his team finished in 1st Place during the Indoor Soccer Tournament!!!



Upcoming Community Events

- September 19 – 3rd Fridays at the PLACE
- October 9 – WVLETA Class #6 Graduation
- October 10 – Tolleson PRC Golf Classic

Data was retrieved from Tolleson PD CAD and RMS on September 5, 2025. RMS data only displays reports that are completed and approved unless otherwise noted.

