



# CITY OF TOLLESON

9055 W. Van Buren St., Tolleson, AZ 85353 • (623) 936-7111 • TTY users, dial 711 for Relay • [www.tolleson.az.gov](http://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, JUNE 9, 2026  
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 June 19, 2026, as Juneteenth Freedom Day in the City of Tolleson, recognizing the historical significance of Juneteenth, honoring the enduring contributions and achievements of African Americans, and encouraging reflection on the principles of freedom, equality, and justice for all. – Wendy Jackson, Deputy City Manager/Employee Resources Director
2. Proclamation declaring June 2026 as LGBTQIA+ Pride Month in the City of Tolleson, recognizing the contributions of LGBTQIA+ individuals, celebrating diversity and inclusion, and reaffirming the City's commitment to dignity, respect, and equal opportunity for all. – Wendy Jackson, Deputy City Manager/Employee Resources Director

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

1. Public Hearing – Soliciting comments from interested parties in reference to adopting the Property Tax Levy for Fiscal Year 2027. (Discussion only)  
Resolution No. 2647, regarding the Property Tax Levy, will go before Council for consideration at the meeting scheduled on Tuesday, June 23, 2026. (Finance Department)
2. Public Hearing – Soliciting comments from interested parties in reference to Resolution No. 2645, adopting the City of Tolleson Annual Budget for Fiscal Year 2027. (Finance Department)

**H. CONVENE INTO SPECIAL MEETING**

1. Motion to go into special meeting.
2. Adopt/Deny Resolution No. 2645 of the Mayor and Council of the City of Tolleson, Arizona, adopting the Final Budget and establishing the Expenditure Limitation for the City of Tolleson for Fiscal Year 2027. The total amount of budgeted expenditures is \$247,153,697. (Finance Department)  
Roll Call Vote

**I. RECONVENE INTO REGULAR MEETING**

**J. 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 May 26, 2026. (City Clerk Department)

2. Approve Claims and Bills Report for the period of May 20, 2026 to June 2, 2026. (Finance Department)
3. Approve the First Amendment to the Professional Services Agreement between the City of Tolleson and 4Line Studio, LLC, for professional services related to the design and development of the Tolleson Event Center, and authorize the City Manager to execute and deliver said Amendment. The City desires to amend the existing Agreement to extend the term through June 30, 2027, incorporate a fee proposal for architectural and related engineering services, and establish a maximum aggregate compensation amount not to exceed \$175,000. (Development Services Department)
4. Adopt Resolution No. 2650 of the Mayor and Council of the City of Tolleson, Arizona, approving an Intergovernmental Agreement between the City of Tolleson and the City of Phoenix for firefighter health services provided through the Phoenix Fire Department Health Center for a five-year term, and authorizing the City Manager to execute the Agreement. (Fire Department)
5. Adopt Resolution No. 2648 of the Mayor and Council of the City of Tolleson, Arizona, approving a Cooperation Agreement between the City of Tolleson and Maricopa County for participation in the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs for Federal Fiscal Years 2027, 2028, and 2029, and authorizing the Mayor to execute the Agreement. (Human Services Department)
6. Adopt Resolution No. 2649 of the Mayor and Council of the City of Tolleson, Arizona, approving the Fifth Amendment to the Intergovernmental Agreement for Fiscal Year 2027, Contract No. C-22-22-120-X-05, between the City of Tolleson and Maricopa County, administered by its Human Services Department, providing \$66,000 in funding for Community Action Program (CAP) services for the period July 1, 2026 through December 31, 2026, including crisis case management and services assisting low-income households in crisis situations and toward economic self-sufficiency, and authorizing the Mayor to execute the Amendment. (Human Services Department)
7. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Dell Marketing Limited Partnership for computer equipment, peripherals, 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 \$200,000 for products and services. This Agreement shall remain in full force and effect until June 30, 2027. (Information Technology Department)
8. Approve Second Amendment to the Professional Services Agreement (PSA) between the City of Tolleson and GHD Inc., for professional services related to utilizing excess capacity at the City's Wastewater Treatment Plant, and authorize the City Manager to execute and deliver said Amendment. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$200,000 to \$300,000 per

fiscal year and extend the term through June 30, 2029 for additional services. (Utilities Department)

**K. REGULAR AGENDA – ACTION ITEMS**

1. Discuss and consider the reappointment of Adan Luz Morado as a Board Member to the Tolleson Public Safety Personnel Retirement System (PSPRS) Boards (Police and Fire) to serve a term from July 1, 2026 through July 1, 2028. (City Council)
2. Adopt/Deny Resolution No. 2646 of the Mayor and Council of the City of Tolleson, Arizona, adopting a Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy to clearly communicate the Council’s pension funding objectives, its commitment to its employees and the sound financial management of the City, and to comply with A.R.S. § 38-863.01. (Finance Department)
3. Approve/Deny the Executive Continuity Program, a strategic workforce initiative to preserve institutional knowledge, maintain operational stability, and ensure uninterrupted service delivery during executive retirements and leadership vacancies. (Finance Department)
4. Approve/Deny a Professional Services Agreement between the City of Tolleson and Educational Services, LLC, for employee staffing services, and authorize the City Manager to execute and deliver said Agreement and any renewals. The City shall pay the Contractor an annual aggregate amount not to exceed \$250,000. This Agreement shall be effective July 1, 2026, and shall remain in full force and effect until June 30, 2027, with the option to renew annually upon mutual agreement of the parties. (Finance Department)

**L. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION**

1. Transit Services Update – Gabriel Elias, Development Services Superintendent
2. Development Services Department Update – Jason Earp, Development Services Director

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

**N. ADJOURNMENT**

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

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

legal advice from the City Attorney.

Arizona law prohibits any City resource, including staff time, equipment, and anything of value to influence an election. This prohibition applies to Call to the Public at the Council Meeting. You may discuss a City issue but do not “advocate” for a specific candidate or ballot measure. Additionally, soliciting petition signatures or campaign contributions or distributing campaign materials is prohibited on City property. The City appreciates your efforts to help the City comply with state law and avoid using taxpayer monies to influence an election.

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

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

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

Prerequisites for attending Zoom Webinars (one required):

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

- e. Join Audio with Wi-Fi or Cellular Data
3. Web client/browser: Google Chrome, Internet Explorer, Firefox and Safari on a computer.
- a. Go to the [Zoom website \(https://zoom.us/\)](https://zoom.us/)
  - b. Enter Meeting ID: 840 6967 9194
  - c. Click Open Zoom Meetings or Join (depending on browser)
  - d. Enter your full name and click Join Audio by Computer
4. Alternate Option via Telephone with Audio Only:
- a. Dial 253-215-8782
  - b. Enter Meeting ID: 840 6967 9194 and press #
  - c. Enter Participate ID and press #, or press # to continue

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

Posted on June 4, 2026.



# Proclamation

## Juneteenth Freedom Day January 19, 2026

**WHEREAS**, Juneteenth commemorates June 19, 1865, the day when Union soldiers arrived in Galveston, Texas, and announced the enforcement of the Emancipation Proclamation, bringing freedom to enslaved African Americans more than two years after the proclamation was issued; and

**WHEREAS**, Juneteenth is recognized as the oldest nationally celebrated commemoration of the ending of slavery in the United States and serves as a reminder of our Nation's continued pursuit of liberty, equality, and justice for all; and

**WHEREAS**, Juneteenth provides an opportunity to reflect upon our shared history, recognize the resilience and contributions of African Americans, and honor those whose sacrifices helped shape our communities and our country; and

**WHEREAS**, the observance of Juneteenth encourages education, understanding, and dialogue regarding our Nation's history and the ongoing work to promote equality, opportunity, and inclusion for all people; and

**WHEREAS**, the City of Tolleson embraces the rich diversity of its residents and is committed to fostering a welcoming community where all individuals are treated with dignity, respect, and fairness; and

**WHEREAS**, on June 17, 2021, Juneteenth National Independence Day was established as a federal holiday, further recognizing the significance of this historic event and its enduring impact on the United States.

**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 June 19, 2026 as Juneteenth Freedom Day in the City of Tolleson, and encourage all residents to observe this day through reflection, education, service, and celebration of freedom, equality, and the contributions of African Americans to our community, state, and nation.



\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_  
Crystal Zamora, City Clerk



# Proclamation

## LGBTQIA+ Pride Month

June 2026

**WHEREAS**, the City of Tolleson values diversity, equity, inclusion, and the dignity of every individual and recognizes that our community is strengthened by the unique experiences, perspectives, and contributions of all residents; and

**WHEREAS**, LGBTQIA+ Pride Month is observed each June to honor the history, resilience, and achievements of lesbian, gay, bisexual, transgender, queer, intersex, asexual, and other members of the LGBTQIA+ community; and

**WHEREAS**, Pride Month commemorates the pursuit of equal rights, opportunities, and protections for all people and serves as a reminder of the importance of fostering communities where everyone feels safe, respected, and valued; and

**WHEREAS**, members of the LGBTQIA+ community have made significant contributions to the cultural, civic, educational, economic, and social fabric of our nation, state, and local communities; and

**WHEREAS**, the City of Tolleson is committed to promoting mutual respect, understanding, and acceptance among all residents and encourages efforts that celebrate diversity and strengthen community connections; and

**WHEREAS**, Pride Month provides an opportunity to recognize the ongoing work toward equality and to reaffirm the belief that every person deserves to live authentically and free from discrimination.

**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 June 2026 as LGBTQIA+ Pride Month in the City of Tolleson, and encourage all residents to celebrate the diversity of our community, support inclusion and respect for all people, and recognize the contributions of LGBTQIA+ individuals to our City, State, and Nation.



\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_  
Crystal Zamora, City Clerk

**RESOLUTION NO. 2647**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF PROPERTY WITHIN THE CITY OF TOLLESON, SUBJECT TO TAXATION, A CERTAIN SUM TO PROVIDE FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2027.**

**WHEREAS**, the Council of the City of Tolleson (“City Council”) is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 to adopt an annual tax levy upon the property within the City of Tolleson, Arizona (the “City”) subject to taxation; and

**WHEREAS**, by the provisions of State Law, the resolution levying taxes for Fiscal Year 2027 is required to be finally adopted on or before the third Monday in August and not less than 14 days after adoption of the municipal budget; and

**WHEREAS**, the City’s annual budget was adopted by Resolution No. 2645 at a meeting of the City Council held on June 9, 2026, at least 14 days prior to the adoption of this Resolution No. 2647; and

**WHEREAS**, Maricopa County is the assessing and collecting authority for the City.

**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. There is hereby levied on the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax levy allowed by law for the fiscal year ending June 30, 2027 of \$5,015,036 and a secondary property tax of \$3,882,000 for the fiscal year ending on June 30, 2027. If such primary property tax levy exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City. The City estimates the primary property tax rate to be 1.5204 and the secondary tax rate to be 1.1556 per one hundred dollars (\$100.00) of assessed value of all taxable property.

Section 3. Failure by the County Officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any of the proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the

collection of the same may be enforced shall not affect the lien of the City of Tolleson upon such property for the delinquent taxes unpaid thereon; over charge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of any lien therefore or a sale of property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

Section 4. All Ordinances or Resolutions, or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 5. This Resolution shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

Section 6. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Assessor and the Maricopa Board of Supervisors.

Section 7. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Tolleson, Arizona, on this 23rd day of June, 2026.

\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Justin Pierce, City Attorney

**CERTIFICATION**

I hereby certify that the foregoing Resolution No. 2647 was duly passed and adopted by the Mayor and Council of the City of Tolleson, Arizona, at the Regular City Council Meeting held on June 23, 2026, that the vote thereon was \_\_\_ ayes, \_\_\_ nays, and that the Mayor and \_\_\_ Council Members were present thereat.

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Crystal Zamora, City Clerk  
City of Tolleson, Arizona

**CITY OF TOLLESON  
PUBLIC NOTICE**

**SUMMARY OF TENTATIVE BUDGET  
AND  
PROPERTY TAX LEVY  
FOR FISCAL YEAR 2027**

**NOTICE IS HEREBY GIVEN** that the City of Tolleson Mayor and Council will conduct **PUBLIC HEARINGS** during a Regular City Council Meeting scheduled on **TUESDAY, JUNE 9, 2026** beginning at **6:00 PM** in the Council Chambers at the Tolleson Civic Center, 9055 West Van Buren Street, Tolleson, Arizona 85353, and via Zoom Webinar at <https://us02web.zoom.us/j/84069679194> or via telephone at 1-253-215-8782 (Meeting ID: 840 6967 9194), for the purpose of:

1. Soliciting comments from interested parties in reference to a Resolution adopting the City of Tolleson Annual Budget for Fiscal Year 2027. A summary of the estimated revenues and expenditures/expenses for Fiscal Year 2027 is attached hereto.
2. Soliciting comments from interested parties in reference to a Resolution adopting the City of Tolleson Property Tax Levy for Fiscal Year 2027. The Property Tax Levy and Tax Rate information for Fiscal Year 2027 is attached hereto. The Resolution will go before Council for adoption at the meeting scheduled on Tuesday, June 23, 2026.

A complete copy of the Tentative Budget and Property Tax Levy for Fiscal Year 2027 may be viewed at <http://www.tolleson.az.gov/Finance> or upon request at the Finance Department and the Public Library in the Tolleson Civic Center located at 9055 West Van Buren Street, Tolleson, AZ 85353.

Published in the Arizona Business Gazette—Republic Edition on May 21, 2026 and May 28, 2026.

[Schedules A and B Attached]

**City of Tolleson**  
**Summary Schedule of estimated revenues and expenditures/expenses**  
**Fiscal year 2027**

Fiscal year	S c h	Funds								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds	
2026	E	1	74,090,080	64,791,233	6,444,613	32,000,000	0	56,359,600	0	233,685,526
2026	E	2	47,897,830	10,161,300	6,444,613	18,000,000	0	33,517,500	0	116,021,243
2027		3	110,895,607	13,138,105	29,264	17,328,021	0	31,091,901	0	172,482,898
2027	B	4	5,015,036							5,015,036
2027	B	5			3,882,000					3,882,000
2027	C	6	51,221,720	62,898,573	633,300	0	0	34,098,120	0	148,851,713
2027	D	7	0	0	0	0	0	0	0	0
2027	D	8	0	0	0	0	0	0	0	0
2027	D	9	0	936,600	0	8,000,000	0	202,870	0	9,139,470
2027	D	10	8,936,600	0	0	0	0	202,870	0	9,139,470
2027		11								
										0
										0
										0
										0
2027		12	158,195,763	76,973,278	4,544,564	25,328,021	0	65,190,021	0	330,231,647
2027	E	13	89,585,650	64,566,846	4,301,075	25,300,000	0	63,400,126	0	247,153,697

**Expenditure limitation comparison**

	2026	2027
1 Budgeted expenditures/expenses	\$ 233,685,526	\$ 247,153,697
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	233,685,526	247,153,697
4 Less: estimated exclusions		
5 Amount subject to the expenditure limitation	\$ 233,685,526	\$ 247,153,697
6 EEC expenditure limitation or voter-approved alternative expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

\* Includes expenditure/expense adjustments approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

**City of Tolleson**  
**Tax levy and tax rate information**  
**Fiscal year 2027**

	<b>2026</b>	<b>2027</b>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>6,328,532</u>	\$ <u>6,455,103</u>
2. Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>4,948,563</u>	\$ <u>5,015,036</u>
Property tax judgment		
B. Secondary property taxes	<u>3,787,800</u>	<u>3,882,000</u>
Property tax judgment		
C. Total property tax levy amounts	\$ <u>8,736,363</u>	\$ <u>8,897,036</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ <u>3,584,873</u>	
(2) Prior years' levies	<u>6,862</u>	
(3) Total primary property taxes	\$ <u>3,591,735</u>	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ <u>2,675,206</u>	
(2) Prior years' levies		
(3) Total secondary property taxes	\$ <u>2,675,206</u>	
C. Total property taxes collected	\$ <u>6,266,941</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>1.5158</u>	<u>1.5204</u>
Property tax judgment		
(2) Secondary property tax rate	<u>1.1602</u>	<u>1.1556</u>
Property tax judgment		
(3) Total city/town tax rate	<u>2.6760</u>	<u>2.6760</u>
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>NO</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**CITY OF TOLLESON  
PUBLIC NOTICE**

**SUMMARY OF TENTATIVE BUDGET  
AND  
PROPERTY TAX LEVY  
FOR FISCAL YEAR 2027**

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[Schedules A and B Attached]

**City of Tolleson**  
**Summary Schedule of estimated revenues and expenditures/expenses**  
**Fiscal year 2027**

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2027		3	110,895,607	13,138,105	29,264	17,328,021	0	31,091,901	0	172,482,898
2027	B	4	5,015,036							5,015,036
2027	B	5			3,882,000					3,882,000
2027	C	6	51,221,720	62,898,573	633,300	0	0	34,098,120	0	148,851,713
2027	D	7	0	0	0	0	0	0	0	0
2027	D	8	0	0	0	0	0	0	0	0
2027	D	9	0	936,600	0	8,000,000	0	202,870	0	9,139,470
2027	D	10	8,936,600	0	0	0	0	202,870	0	9,139,470
2027		11								
										0
										0
										0
										0
2027		12	158,195,763	76,973,278	4,544,564	25,328,021	0	65,190,021	0	330,231,647
2027	E	13	89,585,650	64,566,846	4,301,075	25,300,000	0	63,400,126	0	247,153,697

**Expenditure limitation comparison**

	2026	2027
1 Budgeted expenditures/expenses	\$ 233,685,526	\$ 247,153,697
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	233,685,526	247,153,697
4 Less: estimated exclusions		
5 Amount subject to the expenditure limitation	\$ 233,685,526	\$ 247,153,697
6 EEC expenditure limitation or voter-approved alternative expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

\* Includes expenditure/expense adjustments approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

**City of Tolleson**  
**Tax levy and tax rate information**  
**Fiscal year 2027**

	<b>2026</b>	<b>2027</b>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>6,328,532</u>	\$ <u>6,455,103</u>
2. Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>4,948,563</u>	\$ <u>5,015,036</u>
Property tax judgment	_____	_____
B. Secondary property taxes	<u>3,787,800</u>	<u>3,882,000</u>
Property tax judgment	_____	_____
C. Total property tax levy amounts	\$ <u>8,736,363</u>	\$ <u>8,897,036</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ <u>3,584,873</u>	
(2) Prior years' levies	<u>6,862</u>	
(3) Total primary property taxes	\$ <u>3,591,735</u>	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ <u>2,675,206</u>	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ <u>2,675,206</u>	
C. Total property taxes collected	\$ <u>6,266,941</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>1.5158</u>	<u>1.5204</u>
Property tax judgment	_____	_____
(2) Secondary property tax rate	<u>1.1602</u>	<u>1.1556</u>
Property tax judgment	_____	_____
(3) Total city/town tax rate	<u>2.6760</u>	<u>2.6760</u>
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>NO</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.



# **PUBLIC HEARING ON FINAL BUDGET AND PROPERTY TAX LEVY**

**June 9, 2026**

CITY OF TOLLESON  
 UPDATED WORKING TRIAL BALANCE  
 FOR FISCAL YEAR 2027

FUND	ESTIMATED BALANCE 7/1/2026	REVENUES	TRANSFER IN	EXPENDITURES	TRANSFER OUT	ESTIMATED BALANCE 6/30/2027
1000 - GENERAL FUND	\$110,895,607	\$ 56,169,720		\$ 89,585,650	\$ 8,935,600	\$ 68,544,077
2200 - HURF	\$ 518,207	\$ 946,000		\$ 1,345,000		\$ 119,207
2600 - PUBLIC SAFETY FUND	\$ 12,402,883	\$ 8,471,000		\$ 9,880,500		\$ 10,993,383
2900 - JCEF	\$ 235,302	\$ 83,300		\$ 147,720		\$ 170,882
3100 - FEDERAL GRANTS FUND		\$ 51,315,049		\$ 51,315,049		\$ -
3200 - AAA FUND		\$ 255,954	\$ 935,600	\$ 1,191,554		\$ -
3300 - CDBG	\$ -	\$ 425,000		\$ 425,000		\$ -
3500 - NON-FEDERAL GRANTS FUND		\$ 455,720		\$ 207,953		\$ 247,767
4100-4900 - DEBT SERVICE FUNDS	\$ 29,264	\$ 4,515,300		\$ 4,301,075		\$ 243,489
5100 - AQUATIC CENTER AND PARKS	\$ 17,328,021		\$ 8,000,000	\$ 25,300,000		\$ 28,021
6100 - WATER FUND	\$ 13,887,021	\$ 8,992,350		\$ 22,868,552		\$ 10,819
6200 - SANITATION FUND	\$ 497,228	\$ 447,800		\$ 750,070		\$ 194,958
6300 - WASTE WATER FUND	\$ 11,876,702	\$ 22,543,100	\$ 202,870	\$ 34,418,352		\$ 204,320
6400 - SEWER FUND	\$ 4,830,950	\$ 1,912,000		\$ 5,363,152	\$ 202,870	\$ 1,176,928
<b>TOTAL</b>	<b>\$172,482,898</b>	<b>\$156,543,743</b>	<b>\$ 9,138,470</b>	<b>\$ 247,153,697</b>	<b>\$ 9,138,470</b>	<b>\$ 81,872,944</b>

# PROPERTY TAX LEVIES (PRIMARY AND SECONDARY)

TAX TYPE	2021	2022	2023	2024	2025	2026	2027
PRIMARY	1.6584	1.6551	1.5894	1.5724	1.5194	1.5158	1.5204
SECONDARY	1.8675	1.0925	1.0902	1.1072	1.1602	1.1602	1.1556
<b>TOTAL</b>	<b>3.5259</b>	<b>2.7476</b>	<b>2.6796</b>	<b>2.6796</b>	<b>2.6796</b>	<b>2.6760</b>	<b>2.6760</b>



Questions?

## CITY COUNCIL REPORT



**SUBJECT:** Resolution No. 2645 - Final Budget Adoption

**MEETING DATE:** June 9, 2026

**TO:** Mayor and Council

**FROM:** Kevin Artz, Chief Financial Officer

**REVIEWED:** Reyes Medrano, Jr., City Manager

**PURPOSE:**

Consideration of Resolution No. 2645 adopting the Final Budget and establishing the Expenditure Limitation for the City of Tolleson, for fiscal year 2026-27, in the amount of \$247,153,697.

**BACKGROUND:**

On March 24, 2026, staff presented the revenues and property tax rate analysis for all funds.

On April 15, 2026, staff presented the expenditure requests for all departments in the General Fund.

On April 28, 2026, staff presented the expenditure requests for all other funds.

On May 12, 2026, Council adopted the tentative budget.

**DISCUSSION:**

The City Manager's recommended budget has been prepared based on the Council goals and priorities. There are no changes from the tentative budget to the final budget.

Included in the packet are the Auditor General Budget Forms that summarize the City's budget. Schedule A of the forms has been published in the newspaper, along with a notice of a hearing on the Final Budget for June 9, 2026.

**BUDGET IMPACT:**

Setting forth the budget of \$247,153,697 for Fiscal Year 2027.

**RECOMMENDATION:**

Staff recommend that Council adopt Resolution 2645, setting forth the Final Budget and Expenditure Limitation for Fiscal Year 2027, in the amount of \$247,153,697.

**ATTACHMENTS:**

1. Res 2645 FY 2027 Final Budget and Establishing the Expenditure Limitation 06 09 26

**RESOLUTION NO. 2645**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, ADOPTING THE FINAL BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR THE CITY OF TOLLESON FOR FISCAL YEAR 2027.**

**WHEREAS**, in accordance with the provisions of the Arizona Revised Statutes (A.R.S.) Title 42, Chapter 17, Articles 1-5, the City of Tolleson (the "City") has made an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, an estimate of revenues from sources other than direct taxation and the amount to be raised by taxation upon real and personal property of the City; and

**WHEREAS**, in accordance with Arizona Revised Statutes (A.R.S.) Title 42, Chapter 17, and following due public notice, the Council met on the 9th day of June, 2026 at the hour of 6:00 p.m. in the Council Chambers, as well as via Zoom Webinar (Meeting ID: 840 6967 9194) at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed estimates of revenues, expenditures/expenses and tax levies; and

**WHEREAS**, the required publication (May 21, 2026 and May 28, 2026), posting at the City libraries and administrative offices and on the City website of said estimates, together with a notice that the City Council would meet on the 9th day of June, 2026 at the hour of 6:00 p.m. in the Council Chambers, as well as via Zoom Webinar (Meeting ID: 840 6967 9194) for the purpose of hearing taxpayers and making tax levies as set forth in said estimates have been duly made as required by law; and

**WHEREAS**, the Council conducted a hearing for taxpayers and residents of the City to comment on the proposed Final Budget for Fiscal Year 2027 and the related tax levies; and

**WHEREAS**, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. § 42-17051(A).

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

Section 1. The statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted and approved as the City's official final budget for fiscal year beginning July 1, 2026 and ending June 30, 2027, including the establishment of the expenditure limitation for such fiscal year, in the amount of \$247,153,697.

Section 2. Upon the recommendation of the City Manager and approval of the City Council, expenditures may be made from the appropriation for contingencies. Transfers of any sums within any Fund/Department (on Schedule E of Exhibit A) may be made upon the approval of the City Manager. Transfers of any sums from one Fund/Department to another Fund/Department (on Schedule E of Exhibit A) may be made only with the approval of the City

Council.

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

**PASSED AND ADOPTED** by the Mayor and Council of the City of Tolleson, Arizona, on this 9th day of June, 2026.

\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Justin Pierce, City Attorney

**EXHIBIT A**  
**TO**  
**RESOLUTION NO. 2645**

[Schedules A thru G]

See following pages.

**City of Tolleson**  
**Summary Schedule of estimated revenues and expenditures/expenses**  
**Fiscal year 2027**

Fiscal year	S c h	Funds								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds	
2026	E	1	74,090,080	64,791,233	6,444,613	32,000,000	0	56,359,600	0	233,685,526
2026	E	2	47,897,830	10,161,300	6,444,613	18,000,000	0	33,517,500	0	116,021,243
2027		3	110,895,607	13,138,105	29,264	17,328,021	0	31,091,901	0	172,482,898
2027	B	4	5,015,036							5,015,036
2027	B	5			3,882,000					3,882,000
2027	C	6	51,221,720	62,898,573	633,300	0	0	34,098,120	0	148,851,713
2027	D	7	0	0	0	0	0	0	0	0
2027	D	8	0	0	0	0	0	0	0	0
2027	D	9	0	936,600	0	8,000,000	0	202,870	0	9,139,470
2027	D	10	8,936,600	0	0	0	0	202,870	0	9,139,470
2027		11								
										0
										0
										0
										0
2027		12	158,195,763	76,973,278	4,544,564	25,328,021	0	65,190,021	0	330,231,647
2027	E	13	89,585,650	64,566,846	4,301,075	25,300,000	0	63,400,126	0	247,153,697

**Expenditure limitation comparison**

	2026	2027
1 Budgeted expenditures/expenses	\$ 233,685,526	\$ 247,153,697
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	233,685,526	247,153,697
4 Less: estimated exclusions		
5 Amount subject to the expenditure limitation	\$ 233,685,526	\$ 247,153,697
6 EEC expenditure limitation or voter-approved alternative expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

\* Includes expenditure/expense adjustments approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

**City of Tolleson**  
**Tax levy and tax rate information**  
**Fiscal year 2027**

	<b>2026</b>	<b>2027</b>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>6,328,532</u>	\$ <u>6,455,103</u>
2. Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>4,948,563</u>	\$ <u>5,015,036</u>
Property tax judgment	_____	_____
B. Secondary property taxes	<u>3,787,800</u>	<u>3,882,000</u>
Property tax judgment	_____	_____
C. Total property tax levy amounts	\$ <u>8,736,363</u>	\$ <u>8,897,036</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ <u>3,584,873</u>	
(2) Prior years' levies	<u>6,862</u>	
(3) Total primary property taxes	\$ <u>3,591,735</u>	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ <u>2,675,206</u>	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ <u>2,675,206</u>	
C. Total property taxes collected	\$ <u>6,266,941</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>1.5158</u>	<u>1.5204</u>
Property tax judgment	_____	_____
(2) Secondary property tax rate	<u>1.1602</u>	<u>1.1556</u>
Property tax judgment	_____	_____
(3) Total city/town tax rate	<u>2.6760</u>	<u>2.6760</u>
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>NO</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**City of Tolleson**  
**Revenues other than property taxes**  
**Fiscal Year 2027**

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
<b>General Fund</b>			
<b>Local taxes</b>			
City Sales Tax	\$ 37,500,000	\$ 46,000,000	\$ 40,375,000
Franchise Tax	42,000	42,000	37,000
In-Leiu Tax	621,500	700,000	638,300
<b>Licenses and permits</b>			
Business License	79,000	55,000	55,000
Building Permits	375,000	210,000	250,000
<b>Intergovernmental</b>			
Urban Revenue Sharing	1,200,000	1,800,000	1,550,000
State Sales Tax	1,166,000	1,325,000	1,250,000
LTAf	18,300	18,332	18,300
Grants	240,750	56,514	46,000
<b>Charges for services</b>			
Building Plan Review	206,000	152,000	150,000
Zoning Fees	15,000	20,000	20,000
Other Charges for Services	1,618,000	2,218,000	3,570,020
<b>Fines and forfeits</b>			
Traffic Fines	185,000	170,000	165,000
<b>Interest on investments</b>			
Investment Earnings	1,750,000	2,790,000	2,795,000
<b>Miscellaneous</b>			
Miscellaneous	387,200	1,100,000	302,100
<b>Total General Fund</b>	<b>\$ 45,403,750</b>	<b>\$ 56,656,846</b>	<b>\$ 51,221,720</b>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**City of Tolleson**  
**Revenues other than property taxes**  
**Fiscal Year 2027**

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
<b>Special revenue funds</b>			
Highway User Revenue	\$ 945,000	\$ 1,000,000	\$ 946,000
Impound	10,000	25,000	11,450
Public Safety Sales Tax	8,305,000	7,960,000	8,471,000
JCEF	78,000	75,000	83,300
Grants	57,049,889	1,447,000	51,770,769
AAA/CDBG	1,258,054	787,000	1,616,054
	<u>\$ 67,645,943</u>	<u>\$ 11,294,000</u>	<u>\$ 62,898,573</u>
	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
	<u>_____</u>	<u>_____</u>	<u>_____</u>
	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
<b>Total special revenue funds</b>	<u>\$ 67,645,943</u>	<u>\$ 11,294,000</u>	<u>\$ 62,898,573</u>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**City of Tolleson**  
**Revenues other than property taxes**  
**Fiscal Year 2027**

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
<b>Debt service funds</b>			
Sales Tax	\$ 620,700	\$ 620,700	\$ 633,300
	\$ 620,700	\$ 620,700	\$ 633,300
<b>Total debt service funds</b>	<b>\$ 620,700</b>	<b>\$ 620,700</b>	<b>\$ 633,300</b>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Enterprise funds**

Water	\$ 8,931,700	\$ 8,806,000	\$ 8,992,350
Sanitation	480,500	425,000	447,800
Wastewater	27,128,450	8,500,000	22,745,970
Sewer	1,856,300	1,567,000	1,912,000
	\$ 38,396,950	\$ 19,298,000	\$ 34,098,120
<b>Total enterprise funds</b>	<b>\$ 38,396,950</b>	<b>\$ 19,298,000</b>	<b>\$ 34,098,120</b>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Total all funds** \$ 152,067,343 \$ 87,869,546 \$ 148,851,713

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**City of Tolleson**  
**Other financing sources/(uses) and interfund transfers**  
**Fiscal year 2027**

Fund	Other financing 2027		Interfund transfers 2027	
	Sources	(Uses)	In	(Out)
<b>General Fund</b>				
AAA	\$	\$	\$	\$ 936,600
Aquatic Center				8,000,000
<b>Total General Fund</b>	\$	\$	\$	\$ 8,936,600
<b>Special revenue funds</b>				
General Fund	\$	\$	\$ 936,600	\$
<b>Total special revenue funds</b>	\$	\$	\$ 936,600	\$
<b>Debt service funds</b>				
	\$	\$	\$	\$
<b>Total debt service funds</b>	\$	\$	\$	\$
<b>Capital projects funds</b>				
General Fund	\$	\$	\$ 8,000,000	\$
<b>Total capital projects funds</b>	\$	\$	\$ 8,000,000	\$
<b>Enterprise funds</b>				
Wastewater	\$	\$	\$ 202,870	\$
Sewer				202,870
<b>Total enterprise funds</b>	\$	\$	\$ 202,870	\$ 202,870
<b>Total all funds</b>	\$	\$	\$ 9,139,470	\$ 9,139,470

**City of Tolleson  
Expenditures/expenses by fund  
Fiscal year 2027**

Fund/Department	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
<b>General Fund</b>				
Mayor and Council	\$ 970,000	\$	\$ 873,000	\$ 1,285,200
City Manager	599,700		593,700	781,150
Public Affairs	1,200,350		960,000	1,268,250
Non-profit Donations	62,000		6,500	62,000
City Clerk	560,200		448,160	576,150
Employee Resources	1,173,000		1,055,700	1,357,400
Employee Development	107,000		81,320	107,000
City Magistrate	302,850		278,000	317,750
Court Administration	590,500		472,400	530,500
Finance	1,995,550		1,995,550	2,374,150
Information Technology	2,239,050		2,082,000	2,731,000
Field Operations - Vehicles	676,600		643,000	640,700
Field Operations - Grounds	502,550		502,550	669,950
Field Operations - Buildings	1,733,900		1,612,500	1,829,450
Human Services	1,539,500	76,475	1,200,800	1,932,000
Housing Services	776,300		481,300	1,294,800
Police - Administration	1,218,350		999,000	1,749,550
Police - Support Services	2,522,700		2,462,000	3,215,800
Police - Field Operations	4,743,430		4,506,000	4,890,900
City Prosecutor	188,000		188,000	188,000
Fire - Administration	1,139,900		1,060,000	1,729,700
Fire - Operations	4,459,500		4,036,000	4,207,500
Emergency Preparedness	317,200		317,200	317,200
Building Inspection	692,550		601,000	614,550
Streets	1,303,900		1,082,000	1,477,200
Transportation	457,500		457,500	1,107,500
Library	1,865,200		1,679,000	1,926,600
Field Operations - Parks	1,057,550		550,000	997,650
Aquatics Center	1,525,000	(76,475)	50,000	1,588,900
Parks and Recreation	2,659,900		1,862,000	2,807,400
Teen Council	221,600		188,300	222,950
City Promotion	669,950		502,500	704,950
Development Services	1,045,050		1,045,050	1,217,350
Planning and Engineering	584,250		525,800	378,500
Capital Outlay	24,989,500	4,755,000	12,500,000	38,486,000
Countingency	4,000,000	(1,355,000)		4,000,000
<b>Total General Fund</b>	<b>\$ 70,690,080</b>	<b>\$ 3,400,000</b>	<b>\$ 47,897,830</b>	<b>\$ 89,585,650</b>
<b>Special revenue funds</b>				
HURF	\$ 1,345,000	\$	\$ 1,310,000	\$ 1,345,000
Impound	51,050		46,200	54,070
Public Safety Tax	8,383,000		5,700,000	9,880,500
JCEF	139,320		105,100	147,720
Grants	56,700,809	(3,400,000)	2,000,000	51,523,002
AAA/CDBG	1,572,054		1,000,000	1,616,554
<b>Total special revenue funds</b>	<b>\$ 68,191,233</b>	<b>\$ (3,400,000)</b>	<b>\$ 10,161,300</b>	<b>\$ 64,566,846</b>
<b>Debt service funds</b>				
Debt Service	\$ 6,444,613	\$	\$ 6,444,613	\$ 4,301,075
<b>Total debt service funds</b>	<b>\$ 6,444,613</b>	<b>\$</b>	<b>\$ 6,444,613</b>	<b>\$ 4,301,075</b>
<b>Capital projects funds</b>				
Aquatics Center	\$ 32,000,000	\$	\$ 18,000,000	\$ 25,300,000
<b>Total capital projects funds</b>	<b>\$ 32,000,000</b>	<b>\$</b>	<b>\$ 18,000,000</b>	<b>\$ 25,300,000</b>
<b>Permanent funds</b>				
	\$	\$	\$	\$
<b>Total permanent funds</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Enterprise funds</b>				
Water	\$ 21,033,000	\$ (3,000,000)	\$ 13,400,000	\$ 22,868,552
Sanitation	532,500		532,500	750,070
Wastewater	32,370,400		14,600,000	34,418,352
Sewer	2,423,700	3,000,000	4,985,000	5,363,152
<b>Total enterprise funds</b>	<b>\$ 56,359,600</b>	<b>\$</b>	<b>\$ 33,517,500</b>	<b>\$ 63,400,126</b>
<b>Internal service funds</b>				
	\$	\$	\$	\$
<b>Total internal service funds</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Total all funds</b>	<b>\$ 233,685,526</b>	<b>\$</b>	<b>\$ 116,021,243</b>	<b>\$ 247,153,697</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City of Tolleson**  
**Full-time employees and personnel compensation**  
**Fiscal year 2027**

Fund	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
	2027	2027	2027	2027	2027	2027
<b>General Fund</b>	222.5	\$ 18,852,400	\$ 2,139,750	\$ 4,808,500	\$ 2,337,150	\$ 28,137,800
<b>Special revenue funds</b>						
Public Safety Tax	34.0	\$ 2,865,300	\$ 299,800	\$ 841,800	\$ 375,350	\$ 4,382,250
AAA	6.5	394,750	39,800	153,300	49,650	637,500
<b>Total special revenue funds</b>	40.5	\$ 3,260,050	\$ 339,600	\$ 995,100	\$ 425,000	\$ 5,019,750
<b>Debt service funds</b>						
		\$	\$	\$	\$	\$
<b>Total debt service funds</b>		\$	\$	\$	\$	\$
<b>Capital projects funds</b>						
		\$	\$	\$	\$	\$
<b>Total capital projects funds</b>		\$	\$	\$	\$	\$
<b>Permanent funds</b>						
		\$	\$	\$	\$	\$
<b>Total permanent funds</b>		\$	\$	\$	\$	\$
<b>Enterprise funds</b>						
Water	12.0	\$ 1,602,100	\$ 189,450	\$ 505,950	\$ 209,650	\$ 2,507,150
Wastewater & Sewer	31.0	3,417,300	390,050	909,350	431,100	5,147,800
<b>Total enterprise funds</b>	43.0	\$ 5,019,400	\$ 579,500	\$ 1,415,300	\$ 640,750	\$ 7,654,950
<b>Internal service funds</b>						
		\$	\$	\$	\$	\$
<b>Total internal service fund</b>		\$	\$	\$	\$	\$
<b>Total all funds</b>	306.0	\$ 27,131,850	\$ 3,058,850	\$ 7,218,900	\$ 3,402,900	\$ 40,812,500

## CITY COUNCIL REPORT



**SUBJECT:** Regular City Council Meeting Minutes of May 26, 2026

**MEETING DATE:** June 9, 2026

**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 May 26, 2026.

**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 May 26, 2026.

**ATTACHMENTS:**

1. 05 26 26 City Council Meeting Minutes



# CITY OF TOLLESON

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

**TOLLESON CITY COUNCIL MEETING ACTION MINUTES  
TOLLESON CIVIC CENTER  
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353  
ZOOM WEBINAR ID: 840 6967 9194  
TUESDAY, MAY 26, 2026  
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**

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 Attorney Pierce, and the Pledge of Allegiance was led by Council Member Erives.

**C. ROLL CALL**

City Council: Mayor Juan Rodriguez, Vice Mayor Jimmy Davis, Council Member Christine Chavira, Council Member Clorinda Erives, Council Member Adolfo Gámez, and Council Member Cruzita Mendoza (departed at 6:24 PM).

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 of Social Impact George Good, Deputy City Clerk Citlaly Salas, Field Operations/Parks & Recreation Director Randy Babchuk, Fire Chief Michael Young, and Utilities Director Jamie McCracken.

City Representative: City Attorney Justin Pierce

**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 May 2026 as Asian American and Pacific Islander Heritage Month in the City of Tolleson, recognizing and celebrating the history, culture, achievements, and contributions of Asian American and Pacific Islander communities, and encouraging all residents to honor the diversity and cultural heritage that strengthen our community. – Wendy Jackson, Deputy City Manager/Employee Resources Director

**Mayor Rodriguez proclaimed May 2026 as Asian American and Pacific Islander Heritage Month in the City of Tolleson.**

2. Proclamation declaring May 2026 as Older Americans Month in the City of Tolleson, recognizing the valuable contributions older adults make to our community through their wisdom, experience, volunteerism, and civic engagement, and encouraging residents to support efforts that promote inclusion, independence, dignity, and quality of life for older Americans. – Wendy Jackson, Deputy City Manager/Employee Resources Director

**Mayor Rodriguez proclaimed May 2026 as Older Americans Month in the City of Tolleson.**

3. Introduction of New Employees:  
Employee Resources Department – Rosa Villasenor, Employee Resources Administrator

Information Technology Department – Dreanna Willars, IT Technician  
Police Department – Adam Armstrong, Public Safety Dispatcher and McKena Ortiz,  
Public Safety Dispatcher  
Utilities Department – Paul Vega Soto, Wastewater Operator

Employee Recognition:

Utilities Department Recognized at the 99th Annual Arizona Water Conference with Three Awards of Honor for Safety, the 2026 Inspector of the Year Award Presented to Pretreatment Inspector Jim Lunsford, and the Outstanding Industry Partner Award from West-MEC. – Jamie McCracken, Utilities Director

**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 May 12, 2026. (City Clerk Department)
2. Approve Claims and Bills Report for the period of May 6, 2026 to May 19, 2026. (Finance Department)
3. Adopt Resolution No. 2644 of the Mayor and Council of the City of Tolleson, Arizona, approving the First Amendment to the Intergovernmental Agreement between the City of Tolleson and Maricopa County, administered by its Human Services Department, for the Hand-in-Hand Program to extend the Agreement term through June 30, 2027, provide funding in the amount of \$5,000 for Fiscal Year 2027, and authorizing the Mayor to execute the First Amendment. (Human Services Department)
4. Approve the Purchase Agreement between the City of Tolleson and PVS DX, Inc. for the purchase of 99% chlorine for wastewater treatment operations, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Vendor an annual aggregate amount not to exceed \$250,000 for products and services. This Agreement shall remain in full force and effect through June 30, 2027, with the option to renew for up to three additional one-year terms. (Utilities Department)
5. Approve the Third Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Border States Industries, Inc. for Maintenance, Repair and Operation (MRO) equipment, supplies, materials and services, and authorize the City Manager to execute and deliver said Amendment. This Amendment increases the annual aggregate amount from \$150,000 to \$250,000 and extends the term of the Agreement through April 30, 2027. (Utilities Department)

**Consent Agenda item 3. was pulled for discussion and considered separately.**

**Council Member Gámez moved to approve Consent Agenda items 1., 2., 4., and 5.; 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**

**Vice Mayor Davis moved to approve Consent Agenda item 3.; 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. Approve/Deny the Public Involvement Plan for the City of Tolleson General Plan Update in accordance with Arizona Revised Statutes requirements, and authorize staff to implement the public outreach and community engagement strategies identified therein. (Development Services Department)

**Council Member Gámez moved to approve the Public Involvement Plan; 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**

2. Approve/Deny the First Amendment to the Professional Services Agreement between the City of Tolleson and Dearborn Life Insurance Company for employee life and disability insurance benefits, and authorize the City Manager to execute and deliver said Amendment. This Amendment extends the term of the Agreement through July 1, 2027, and increases the compensation amount from \$150,000 to an amount not to exceed \$225,000 for the term of the Agreement. (Employee Resources Department)

**Vice Mayor Davis moved to approve the First Amendment to the Professional Services Agreement; 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**

**J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION**

1. Fire Department Update – Michael Young, Fire Chief
2. Human Services Department Update – George Good, Chief of Social Impact

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

1. The Tolleson Civic Center will be temporarily closed on Wednesday, May 27, 2026, from 7:30 AM to 1:00 PM to allow City staff to participate in an internal employee event.

**L. ADJOURNMENT**

**The meeting was adjourned at 8:11 PM.**

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.

Arizona law prohibits any City resource, including staff time, equipment, and anything of value to influence an election. This prohibition applies to Call to the Public at the Council Meeting. You may discuss a City issue but do not “advocate” for a specific candidate or ballot measure. Additionally, soliciting petition signatures or campaign contributions or distributing campaign materials is prohibited on City property. The City appreciates your efforts to help the City comply with state law and avoid using taxpayer monies to influence an election.

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

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

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

**City of Tolleson****Checks Recorded****Check Dates: May 6, 2026 to May 19, 2026****PAYMENTS OVER \$10,000**

<b>VENDOR NAME</b>	<b>AMOUNT</b>	<b>CHECK NUMBER</b>	<b>CHECK DATE</b>
CHASSE BUILDING TEAM INC	\$1,896,812.21	102462	5/8/2026
CITY OF PHOENIX	\$316,124.88	187669	5/19/2026
FELIX CONSTRUCTION COMPANY	\$154,947.37	187624	5/14/2026
ADVANCED SECURITY TECHNOLOGIES LLC	\$145,395.58	187581	5/7/2026
SAN TAN FORD AUTO PARTNERS LLC	\$82,752.36	187644	5/14/2026
SAN TAN FORD AUTO PARTNERS LLC	\$82,752.36	187645	5/14/2026
ASR CONSTRUCTION GROUP LLC	\$68,697.53	187614	5/14/2026
CAPITAL PUMP & EQUIPMENT LLC	\$59,122.00	102528	5/18/2026
LYFT, INC.	\$46,588.52	102514	5/15/2026
ARIZONA COMMERCIAL DIVING SERVICES INC	\$37,839.65	187611	5/14/2026
MARICOPA COUNTY SHERIFF'S OFFICE	\$35,015.16	187637	5/14/2026
SOLENIIS LLC	\$33,470.64	102502	5/12/2026
BORDER STATES INDUSTRIES INC	\$31,956.98	102484	5/12/2026
WEST YOST & ASSOCIATES INC	\$30,252.25	102538	5/18/2026
FSL HOME IMPROVEMENTS	\$23,450.00	187675	5/19/2026
LEA-ARCHITECTS LLC	\$21,072.50	187677	5/19/2026
ARIZONA COMMERCIAL DIVING SERVICES INC	\$20,400.00	187666	5/19/2026
ADAPTIVE ARCHITECTS INC	\$18,952.00	187665	5/19/2026
SUNRISE ENGINEERING LLC	\$18,711.00	102535	5/18/2026
ARIZONA COMMERCIAL DIVING SERVICES INC	\$14,647.20	187611	5/14/2026
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$14,600.00	187583	5/7/2026
ARIZONA COMMERCIAL DIVING SERVICES INC	\$14,497.90	187611	5/14/2026
GHD INC	\$14,193.75	102469	5/8/2026
LEA-ARCHITECTS LLC	\$13,409.77	187677	5/19/2026
ASR CONSTRUCTION GROUP LLC	\$13,208.31	187614	5/14/2026
CAPITAL PUMP & EQUIPMENT LLC	\$13,000.00	102528	5/18/2026
CAPITAL PUMP & EQUIPMENT LLC	\$12,480.00	102461	5/8/2026
FLYERS ENERGY LLC	\$11,207.41	102512	5/15/2026
ARIZONA STATE TREASURERS OFFICE	\$10,124.99	187686	5/19/2026
ARIZONA HUMANE SOCIETY	\$10,000.00	187582	5/7/2026

Post-Production File

**City of Tolleson**  
**City Council Meeting Minutes**  
**May 26, 2026**

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 34 seconds into video recording, mid-sentence.]

MAYOR RODRIGUEZ: -- Erives. Yeah. She's here. Councilwoman Erives do the pledge, and we'll go from there.

PIERCE: Our heavenly Father, we come before thee again in prayer to give thee thanks for the freedoms that we enjoy. We're grateful for the great land that we live in and this beautiful City of Tolleson. We pray that those that have been elected to oversee it's functioning will be able to do so in a way that is pleasing to thee, and in a way that would be in the best interest of all who reside here. We're grateful for those in attendance. Please keep us all safe from harm or accident. Please also bless those that protect us, that they will be able to return home to their families this evening as well. We pray for wisdom and for peace in the name of Jesus Christ. Amen.

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

MAYOR RODRIGUEZ: All right. Thank you both. City Clerk, please let the record reflect that everybody's present with the exception of Councilwoman Linda Laborin. And then we're going to want to final call to submit speaker request forms. It is. Do we have that the request form?

SALAS: Yes.

MAYOR RODRIGUEZ: We'll get it.

Okay. So I'm going to go on to it. We have one request that was submitted today. So Mr. Hinojosa -- I'm actually I'm going to turn it over to Chief Good or George Good, and he can do some presentations --

And you'll have three minutes, which is -- I timed it, so it's actually a little bit less than three minutes.

But go ahead, chief.

GOOD: Thank you, Mayor. Tonight we have with us a member of our senior center who is also a veteran. So thank you again, as we consider Memorial Day was yesterday. And he is his name is Luis Hinojosa. He sings regularly at the senior center and around the

valley. He has been a professional mariachi and he is requested to sing God Bless America Tonight in English and Spanish combined.

So with that, Mr. Hinojosa, you have the floor.

MAYOR RODRIGUEZ: Microphone if you can. It doesn't come off. You got to stand on that side of the podium. (Indiscernible). It is.

HINOJOSA: [Singing] God bless America, land that I love. Stand beside her and guide her through the night with a light from above. From the mountains, to the prairie, to the ocean white with foam, God bless America, my home sweet home. God Bless America, my home sweet home. [Singing continues in Spanish language.]

MAYOR RODRIGUEZ: Mr. Hinojosa -- before you take off, Mr. Hinojosa, a couple of item. First of all, great job. Muchas gracias. As they say, [Spanish language spoken], Very well done.

Also, you have the honor of being the first person -- I've been on council since 2005. I know council member Gamez has been a lot longer, but this is the first time that somebody actually came and sang for us and done a great performance, especially this time of the year, right after we celebrated Memorial Day. So thank you very much. And I thought you did an amazing job.

Other comments?

GAMEZ: Excellent job.

MAYOR RODRIGUEZ: Yeah.

HINOJOSA: Thanks to the City of Tolleson. I was a little nervous on the Spanish side, because I thought you guys were going to throw me out.

MAYOR RODRIGUEZ: No, no.

GAMEZ: Not here, brother.

MAYOR RODRIGUEZ: Yeah, I can just ask. Yeah. You could do it in any language you want. We'd be okay with it. Especially if you sang it the way you did. You did an amazing job.

HINOJOSA: Thank you. Thank you sir. Thank you for letting me sing to you guys. And I'll be around.

MAYOR RODRIGUEZ: If you want to hear him again, he sings at the birthday parties over at the senior center.

HINOJOSA: I'll be singing for the birthday people that are at the center. So I so the serenata there.

UNIDENTIFIED SPEAKER: 82 years young.

MAYOR RODRIGUEZ: 82 years young.

HINOJOSA: Yeah, yeah, I'm 82.

[LAUGHTER]

MAYOR RODRIGUEZ: Thank you, sir.

Thank you. Okay. We're going to move on to --

UNIDENTIFIED SPEAKER: Don't forget your water.

MAYOR RODRIGUEZ: We're going to move to a call to the public, nonagenda items. It is now called to the public.

City clerk, do we have any submissions?

SALAS: We don't, Mayor.

MAYOR RODRIGUEZ: All right. We're going to move on to scheduled public appearances and proclamations for discussion. I believe we have two. We do. The first one is proclamation declaring May 2026 as Asian American and Pacific Islander Heritage Month in the City of Tolleson, recognizing and celebrating the history, culture, achievements and contributions of Asian Americans and Pacific Islanders' communities, and encouraging all residents to honor the diversity and cultural heritage that strengthens our community. I'm going to turn this over to our deputy city manager, Wendy, to speak on this.

JACKSON: Good evening, Mr. Mayor, Members of Council. We thank you again for this particular proclamation. We recognize Asian American and Pacific Islander Heritage Month and celebrate the many cultures, traditions, and contributions that enrich our community and our nation. Asian Americans and Pacific Islanders have helped shape our country through leadership, innovation, service, and resilience. The City of Tolleson is proud to continue recognizing and celebrating the diversity within our community,

because embracing different cultures and perspectives strengthen connections, fosters understanding, and help build a more welcoming and united city for everyone. Thank you.

MAYOR RODRIGUEZ: Ms. Jackson. I will add, here in Tolleson, we have a very strong tradition of being founded by migrant farm workers amongst other backgrounds. But migrant farmworkers is core to who we are as a people, at least from my family. And one of my uncles is a Filipino. Back in the days, the Filipino crews would travel from state to state, working the fields. And then once the crops were done, they would go to the next state. And they would travel as a family. Latino-Mexicanos like us did that too, but we have (indiscernible) too where they came down and they picked local crops. And one of those folks was my tio, Fred. He's passed many probably, like, the better part of ten years now, but very strong tradition of family roots here, Islander roots also. So I'm glad that we're doing this, because we always recognize the obvious, right. But then we just scratch the surface a little bit and you realize, a lot of Filipinos passed through Tolleson, a lot of Asians, a lot of folks that worked here that may not have been Mexicanos, but were farm workers, and they were just as important as anybody else to the foundation of the City.

So Ms. Jackson, thanks again.

UNIDENTIFIED SPEAKER: Mr. Mayor.

MAYOR RODRIGUEZ: Yes.

UNIDENTIFIED SPEAKER: If I could. For those of us that grew up here, when I saw this, it reminded me of Don Dare (ph.). He was an incredible man. He was a Japanese man. He moved back home, but he owned a store that is now a Mexican restaurant next to Dave's Liquor. And he used to give credit to the community, literally, like, credit accounts, because he knew that people didn't get paid in time, but they needed to eat. He was an institution in this community. And every day I got to go, and he gave me a free football, chocolate football. And that was -- he brought in the first ever video game to Tolleson. It was a Pac-Man. And the line out the door around the block, because Johnny Tweedy-Reese (ph.) was the best one and he took forever to lose. So we used to

threaten him with violence, but it still didn't work. He was amazing. So we all stood there for hours. I gave up and we'd go home. But Don Dare was an institution and it's only appropriate that we remember him today.

MAYOR RODRIGUEZ: Awesome. That's wonderful.

UNIDENTIFIED SPEAKER: Thank you, Mayor.

MAYOR RODRIGUEZ: Yes.

CHAVIRA: Could the Council recognize our own Randy Babchuk from the Hawaiian Islands.

MAYOR RODRIGUEZ: Yeah.

UNIDENTIFIED SPEAKER: Had a baby, huh?

[Applause]

MAYOR RODRIGUEZ: I believe somebody on this council has a daughter that lives in Hawaii.

CHAVIRA: I do.

MAYOR RODRIGUEZ: Yeah. How hard is that? How long is the mija (ph.) in Hawaii. Don't ask me twice.

So with that, I, Mayor Juan Rodriguez, do hereby proclaim May 2026 as Asian American and Pacific Islander Heritage Month in the City of Tolleson. Be it proclaimed.

We're going to move on to item number 2, which is proclamation declaring May 2026 as Older American Month in the City of Tolleson, recognizing the valuable contributions older adults make to our community through their wisdom, experience, volunteerism, and civic engagement, and encouraging residents to support efforts that promote inclusion, independence, dignity, and quality of life for older Americans.

Again, I'm going to turn it over to our deputy city manager, Jackson to share a couple words on this.

JACKSON: Yes. Thank you, Mr. Mayor and members of council.

So apropos, after listening to the song from Mr. Hinojosa. That was so beautiful, and he's one of our seniors there. So we definitely want to make sure that we commemorate this month to them. We recognize Older Americans' Month and honor

of the generations of older adults who have helped shape our community through their service, experience, wisdom, and dedication. Their contributions continue to strengthen families, neighborhoods, and of course, our city as a whole.

This recognition is especially meaningful to me, because I recently had the opportunity to spend time with one of my aunts -- they live on the East Coast -- who shared stories about our family heritage and experiences passed down through generations. It reminded me of how important older adults are in preserving our history and traditions and values, and we are proud to continue recognizing and celebrating older Americans, because fostering an inclusive and supportive community for all ages encourages connections, respect, and stronger future for everyone. So thank you for acknowledging this month.

MAYOR RODRIGUEZ: Absolutely. Yeah. And I'd be remiss if I didn't bring up the fact that we have a very robust senior program here in Tolleson, one of which my parents happen to be members of, and many other members of our community as well. And I got to say that I was very blessed from an early age. A lot of wisdom traveled through our households, my nana, my tata, my mom and dad, my tios and tias. And they're now entering that stage in their life where they're in their 80s and 70s. And good point, Mr. Hinojosa is also a member of that of that group. And so a lot of love and time goes into making a great senior program. It doesn't happen by accident. You don't program for seniors. You program with them. And if you try to tell them what to do, they're going to get you on the dance floor, and they're going to make you dance too, whether you want it or not.

But I want to, I think appropriately, they should get a round of applause, but also the people that make that program successful. And so one of those folks we have today is, of course our senior human resources -- or what is it now, chief -- chief of social impact coordinator, George Good, who actually runs the senior program with the amazing staff and does a wonderful job and has (indiscernible) coming back. We think sometimes when we retire and then we just stay home and watch CNN or something. No, we have to socialize. We have to be able to still have relationships and talks. And creating that

dynamic is increasingly important as you age. And so chief, good, thank you for doing that for all of our seniors, along with all your staff. And I would ask that you send our thanks on behalf of the council for all the work that they do day in and day out.

Anybody else on council?

All right. Well, with that I, Mayor Juan Rodriguez, do hereby proclaim May 2026 as Older American Month in the City of Tolleson. Be it proclaimed.

[Applause]

All right. We're going to go on to number 3, which I really enjoy, because I don't have to talk much. Introduction of new, new employees. I'm going to kick it over to our city manager, Reyes Medrano.

You got the helm, sir.

MEDRANO: Thank you, Mr. Mayor, Members of the Council. Welcome to the community and all my fellow public servants. This is one of my favorite duties or honors, I should say, that is bestowed upon me by our team. So I thank you to all of you who have foregone this opportunity and allowed me to do it.

So as always, we begin with announcing yet another free agent signing from the City of Avondale employee resource department, Rosa Villasenor, employee resources administrator. Rosa, she's done a wonderful job already. Her first day was our -- what was it -- the benefits insurance fair. So there was just about 1,000 people that she had to help run through City Hall, did a wonderful job.

Next we have in our information technology department, Dreanna Willars, IT technician. Is Dreanna here tonight? No.

Next is with the police department, Adam Armstrong and McKena Ortiz, both public safety dispatchers. You should be here because I'm here. No? All dispatchers should be here.

And then finally, in our utilities department, Paul Vega Soto, wastewater operator is online. Congratulations, Mr. Soto, and thank you for choosing Tolleson.

And then employee recognition. If you ever get a chance to attend this conference, it's fun to watch. When our wastewater -- our utilities division shows up, it's like the

Beatles walking into the room. Everybody takes notice and acknowledges the incredible work they've done, they continue to do. This year, the utilities department was recognized at the 99th Annual Arizona Water Conference with three awards of honor for safety, the 2026 Inspector of the Year Award, presented to Pre-treatment Inspector Jim Lunsford, Big Jim.

Congratulations, Jim.

The outstanding industry partner award --

Yes. Stand up please.

The outstanding industry partner award from West-MC. Jamie McCracken, Utility Director. Congratulations to you both.

[Applause]

MEDRANO: Oh, I'm sorry. Jamie was just listed on here as a director, but it's for the team. You guys know how I feel about you. It's an absolute honor to serve with you. And what you've done at that place is nothing short of a miracle. And we are eternally grateful. Thank you.

MAYOR RODRIGUEZ: Great job guys. Good job.

[Applause]

MAYOR RODRIGUEZ: Jamie, why don't you bring your team up here to take a picture with everybody? Yeah. Put my orange shirt on. Just kidding.

Yeah. Come on up, guys. Get your Theo (ph.) up here, man. Look at that. Time to wake up. This way. Okay.

[Group photograph taken with Council and team]

MAYOR RODRIGUEZ: Awesome. Thanks, folks. All of you guys. Great job.

MCCRACKEN: Mayor, we have a lot of people online. We have a few folks that want to be able to (indiscernible) but from our team.

DAVIS: Jamie, use the mic.

MCCRACKEN: (Indiscernible) will yell at us later if I don't tell you that.

We have (indiscernible) Jim Lunsford, 49 years at City of Tolleson. The inspector of the year, the inaugural award goes to City of Tolleson, great job representing, Jim.

Got environmental manager Aaron Dougherty.

One of our rock star wastewater operators, in Angelique Vasquez. Got wastewater manager Kevin Larson. We've got lead mechanic and safety committee chair Raul Gomezllanos. Got our master welder and mechanic over here Vic Trevino. In the back here with family. We've got Bubba Chapel (ph.), Edward Chapel (ph.). I used the nickname. Sorry.

We've got -- in the back, we also have assistant director Jim Balen (ph.). Water manager in the back, Tim Brown. Master electrician Reinaldo Azua Hernandez. We've got Master Baker (ph.) and we've got the -- and preventive maintenance technician Mundo (ph.). We've got Gus Clark getting ready for his presentation at the City manager update tomorrow. He's going to do great.

On our collections team, we've got Mark Newberry (ph.) on our SCADA electrician side. And we've also got Mr. Don Keesler of our wastewater maintenance department. I'm trying to remember how many years, but I won't say it out loud just for your benefit. It's been a while. 35, so thank you.

We got a lot of folks online, including Mr. Paul Vega Soto and some others. So thank you all. Appreciate your hard work and dedication.

Oh, there's Rosie. Rosie snuck in, I apologize, Rosie. We got Rosie Hernandez. She holds it all together in the office for us.

MAYOR RODRIGUEZ: Awesome.

MCCRACKEN: All right.

MAYOR RODRIGUEZ: well, thank you all for your efforts day in and day out. You keep us doing what we do with water and both on the waste side and the drink side. So muchas gracias on behalf of all the residents. And the work that you guys do, I know it's a different location. It's not as public, but it's just as critical, if not more than most of our services. So thank you. Thank you very much. Appreciate it.

MCCRACKEN: Thank you, Mayor. Thank you, Vice Mayor and council for all your support as well as city management.

MAYOR RODRIGUEZ: Thank you. Anybody else?

ERIVES: Just congratulations, that's all.

CHAVIRA: Congratulations.

MAYOR RODRIGUEZ: Yeah. Great job.

DAVIS: Keep it up. Keep up the good work.

MAYOR RODRIGUEZ: Yes, yes. Thank you.

New employee, our community is -- we have two traditions here. Everybody leaves Avondale eventually, but the ones that land in Tolleson have a very difficult time going anywhere else. So welcome to the family. You're going to like it here. A lot of great people, a lot of great workers. And I got to say, credit to Reyes, just about every staff member that I talked to has one mission in their mind, and that is to provide the best public service to the people that we serve day in and day out. And so that's a shared vision as an organization. So I'm glad to see that you're going to be part of making that that mission fulfilled some day here in Tolleson. Welcome.

All right. We're going to move on to G, business from the floor.

We don't have any. So H, we have consent agenda action items.

Council, I see five items. I will entertain a motion if you've had a chance to read them.

I have a motion to approve by council member Gamez.

DAVIS: I would like to pull an item if we can.

MAYOR RODRIGUEZ: Okay. So what we're going to do is, we're going to have an action item for item 1. Where's 2? Okay. Oh, I'm sorry, I'm on the wrong side. For item 1, 2, 4 and 5, I'll take action on that now. We have a first. And do you want to second?

DAVIS: I'll second.

MAYOR RODRIGUEZ: And we have a second by Vice Mayor. All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed?

Okay. Those four items are approved. And then I'm going to circle back to Vice Mayor to talk about item number 3. And then we'll call city manager, see what it is.

Go ahead, Vice Mayor.

DAVIS: So item number 3 was the adopt resolution Number 2644. It has to do with the Hand in Hand program. So I would just like to know some outcomes, how the program is going, just a little -- a brief update on that program before I'm comfortable voting on it.

MAYOR RODRIGUEZ: That's Maricopa County. Right?

DAVIS: Yes.

MAYOR RODRIGUEZ: Yes. Okay.

DAVIS: It has to do with home --

MAYOR RODRIGUEZ: City manager, is it okay if we go with Good, or did you want to address it?

MEDRANO: Yeah. Chief Good can give a brief update, but I also know that there's going to be a combined presentation next month on this particular service.

So George, you want to offer something?

MAYOR RODRIGUEZ: Chief, if you want to add some words about the project, and then we'll have more words and discussion as it's going to come and be presented to us in a future meeting.

GOOD: Okay. Thank you Mayor and Vice Mayor and council. The item that the Vice Mayor is referring to has to do with the renewal of the IGA with Hand in Hand. It is a part of the County. As part of the of the services, the data that we have seen, which is tracked through the police department, was that 13 members have been served in the current iteration of the IGA. It's up for renewal in July. The amount last year was at \$10,000. It was not going very well at all. I had asked for a meeting at the police department with their senior leadership and they attended. They took six people and we had a number of people, including Lt. Winks, Sgt. Jon Fisher, and Ofc. Medaglia, who's in the back and is welcome to speak at any time on this issue.

Following that meeting, we were amazed at the turnaround that they had done.

Originally, the issues that we were facing were that they just couldn't keep staff. They had two people for the entire region, so when there was a need, we were just kind of along with everybody else in the entire county. So that was not going well. They did

increase the staffing. They work with the Phoenix Rescue Mission and also with Community Bridges. And so whereas in the past we were told that a response would be given within 24 hours, several times -- that's just getting back to us -- we had a number of times where they were actually on site here in less than an hour.

So the turnaround was amazing, and we had some very respectful but direct conversation with them in terms of our expectations and your expectations, because we had committed to you that we would look into this following a study session that we had last year. So we did contract with them. The amount currently that is before you is for \$5,000. I'm overjoyed at the turnaround that they've done, and they had asked for us to give more money to them, and I declined to do that. And I said, you guys keep it up, but we need to see it over time. And so we were amenable to and actually suggested that we would consider a mid-year contract amendment and -- January 1st, on January 1st. And if the service continued to be what it is now, then we would increase that contract, but we -- again, we need to see it over time, and we just hadn't seen it.

So we're seeing it now. Tolleson PD with Lt. Winks being part of the -- the person that oversees that through Tolleson PD, and then Chris Medaglia officer in the back is often the first point of contact when someone walks into City Hall and needs assistance. And so services are offered to a lot of people. Not a lot of people will accept them. And so one of the key elements to that is that they need to be familiar with our police officers, because they're often the first point of contact with people that are out on the streets. And so the more familiar our officers are with this population, then the more likely we are in order to be able to provide wraparound services, which is what we do either through the CAP center or through Hand in Hand with the assistance of Tolleson police.

DAVIS: Is there a -- because that relationship building is very important with dealing with the homeless population. I am aware of that. And so, having a relationship with them is great. These social workers or whoever they're sending out, is it lots of different people? Is it -- are we getting like the same kind of worker that's coming out and servicing our area, when we do call?

GOOD: One of those two staff members that I referred to earlier, when they only had two, his name is Andre (ph.), and he's been there since we started dealing with them, and he's still there. So he's been consistent. We do have people that are very close by in Community Bridges that come over, and they'll meet in our conference room, or they'll go down to the police department.

One thing I failed to mention is that the police department has allocated space for the program in the police department. So they have a workspace down there. And again, that helps them become more familiar with our officers. And in turn, the Community Bridges people and the officers can become more familiar with the people that are needing services.

DAVIS: How often are they in our community?

GOOD: They're two or three times a week, a lieutenant. Okay. So they're present there, and the rest of the time, not all the time, but they are actually out on the streets, because that's where they're most likely to encounter people that need assistance. So and then I don't know whether Ofc. Medaglia would like to add anything or not, but he is -- he's been instrumental, at least in this building, in terms of helping people when they need it most.

DAVIS: This is particularly important to me, because I know a while back we passed some ordinances that I didn't necessarily like that circled around homelessness. So I just want to make sure that we do have a comprehensive plan for addressing homelessness in our community. And so if you guys say that this has turned around -- because I know in the beginning it wasn't going well. So if it's turned around, I'm willing to kind of let it slide. And we'll look at it again in January, you're saying, yeah?

GOOD: Yes, yes. With the consideration that they are continuing to do a great job. If not, we will remain.

DAVIS: Okay.

MAYOR RODRIGUEZ: Yeah. The other side of that too is, we have a lot of partners. It's a great thing. But accountability needs to be on the forefront. It's got to be a dual relationship. I mean, we're talking \$5,000 in the grand scheme of our budget. It's not a

big dollar amount, but every penny counts when you're providing public services. So whether it's 5, 10,000, or whatever the dollar amount is, accountability and services rendered are important. So I'm glad to hear that you all are holding them accountable to their job and to their side of the contract. And I think it's a great idea that we give half of the amount now and then when they become active, then we become active in writing them, potentially another check. And we'll just keep visiting it until we get the service level that we're comfortable with and that contractually they're obligated to deliver.

So with that, thank you for pulling that out.

Any other questions from council?

Okay. Then I'm going to circle back and I'm going to reintroduce consent agenda action item number 3 for consideration. Council, how say you?

DAVIS: I'll motion to approve.

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

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed?

Not hearing any, motion passes.

And we will move on to regular agenda action items. Regular agenda action items, we have two. We're going to start with number 1, approve or deny the Public Involvement Plan for the City of Tolleson General Plan. Update in accordance with Arizona Revised Statutes requirements, and authorize staff to implement the public outreach and community engagement strategies identified therein.

I'm going to kick it over to Development Services Department or City Engineer Hamilton. You have the floor, sir.

HAMILTON: Good evening, Mayor and council. This item tonight is to kick off our general plan update. We are going to go through that update. And at the end of Ms. Hogan's presentation or before we're done, we will need a motion from or an action from council to either adopt or deny our Public Information Plan that she will go over.

We do want to make it known to council that, while you are adopting that plan, it will be fluid, and we can make adjustments as we see fit on the fly. And with that, I'll hand it over to Ms. Hogan.

MAYOR RODRIGUEZ: Thank you. Welcome.

HOGAN: Well, thank you, Chris, and good evening, Mayor. Vice Mayor, members of the council. My name is Terri Hogan. I'm with the firm Logan Simpson. I'm excited to be here tonight to present to you a General Plan update. This is going to be an exciting process, and we're kicking it off with you tonight.

So I'm going to see if I can get this to work. Okay. The first test is not -- oh, there we go. Okay. So I'd like to introduce our project team. This is a collaboration between city and consultant. Of course, you know all your City team members. They're awesome. And we are acting as an extension of your City team.

Again, I said I was with Logan Simpson. Where the prime consultant firm. So we have 180 employees. We have four different service lines of community planning, which is what I do, environmental planning, cultural resources and landscape architecture. So we have a lot of skills in that area. I myself worked in public service for about 35 years. Retired out of the City of Buckeye about 5 years ago and have been doing city general plan updates and county comprehensive plan updates for the last five years all over Arizona.

We also brought in Kimley-Horn, who's our engineering firm. They're going to be working on components of transportation, water resources, and public facilities. And we brought in Elliott D. Pollack and Company, and they're the premier economist in Arizona. They're working on economic growth as well as our housing components of the plan.

Okay. There we go. So tonight I want to address a few things to talk about just generally what is a general plan, so everybody can kind of be on the same page of what that is -- and I know many of you are very familiar with general plan -- why we're updating it; the process and schedule over the course of the next year; and then more importantly, the public involvement plan, which you have in your packet. We are going

to ask you for a motion to approve or adopt that plan as a structure. Again, as Chris said, that's a flexible document, but it's a statutory requirement that we get an adoption by the legislative body to move forward in a fashion. We're still taking input, if you'd like to give input into that as well, but we'd like an adoption tonight. We'll go over the next steps and then ask for a motion.

Okay. So I'd like to start with what is a general plan. And you can see on the screen that your general plan is general. So we like to call the general plan a 30,000-foot policy document, the blueprint for growth for a community. So very general in nature, high-level policies, high-level goals. It's comprehensive in nature in that there are a lot of topic areas that are involved, and I'll go over that in just a minute. And then it's long range in the fact that it looks to the future, it looks out 10 years, 20 years, the future of Tolleson.

So some of the things that it's not. People get confused with the general plan, because there's a map with pretty colors in there. Sometimes they think it's your zoning map. It's not your zoning map, but it works in collaboration with that, and I'll talk a little bit more about that. It's certainly not unchangeable. There are amendment criteria that folks can go through throughout the year if they need to change that document and come to council and ask for changes. And it's not a capital improvement plan, but it often drives that capital improvement plan.

The purpose, as you can see, is the community's vision. So this is the vision for the community within your General Plan, and often that will have a future land use map, as well as goals and policies and an action plan or implementation plan. This says it a different way. Your general plan is the foundation of all your planning documents. So you can see it's the bottom of the pyramid, and then everything is implemented after that. So your zoning regulations, your building regulations, your subdivision regulations, all up until the built world, so everything is intended to implement your community's vision.

All right. So why do we update the general plan? A lot of times people say, well, Terri, we have a general plan. It's right there on the right. It's a good plan. And yes, in fact, it

is. And it was adopted, as you can see, and ratified by the voters in 2014.

I often say that the simple answer to the why are we updating this is because the statute tells us we have to. The State tells us we have to. So every ten years a municipality and the counties as well have to re-adopt or update their general plan. So that's the reason. But the better reason is because we want to make sure that it actually aligns with your community vision and values. So we go through this process, and your team wanted to go through and update process, so that we will go out and ensure that the general plan meets the vision of the community.

All right. So what topics are covered? Remember I said that it was a very comprehensive document. All cities, towns, and counties in Arizona must have a comprehensive plan or general plan in place. All communities have to have land use and circulation as a baseline. As population moves up, there are other criteria. There are other topics or elements, as we call them, that are required.

So Tolleson at just over -- or just under 9,400 as of the 2024 estimate is required to have land use, circulation, but we're also including all the other elements or topic areas that are included in your existing general plan, because those are also very important. And we want to touch on those in terms of goals and policies in the future of Tolleson within those areas as well. And so you can see those run the gamut of housing, growth areas, economics, energy, water resources, public buildings and services, lots of different -- so very comprehensive, lots of different topic areas.

The little note on the end there, the little footnotes indicate that there's an average annual growth rate between 2010 and 2020 of 1.1 percent. And why is that important? The statute -- and again, I'm going to go back to the statute -- says that populations under 10,000, if they have an annual growth rate of over two percent, they must -- the general plan must be ratified or approved by voters, meaning it has to go on the ballot. You're under that threshold, so this general plan will just need to be approved -- recommended by your planning and zoning commission and then approved and adopted by this council per resolution.

All right. So all general plans have visions. And sometimes those are in different

formats and fashion. This is your current vision and your general plan right now. And so we're going to look at that through the process. A big part of the public engagement process that we're going to talk about, the very first component in the community questionnaires, are all going to be reconfirming that vision.

This is a very long vision. Sometimes we see them much more succinct. Sometimes they get pulled apart into guiding principles or aspirational principles, in terms of themes of the document. But you can see the gist of these. These are all looking into the future. Maybe some of it is what you are already, but it's what the community is wanting in the future as well: Quality housing, economic prosperity, healthy lifestyles, conservation of natural resources. So these are things that were teased out of the process back in 2014/2013 as what the community wants. And maybe that, some of that is going to be very similar, and we'll carry those forward. So we want to build on your existing general plan.

All general plans also have a map just like this. This is your map. This is the future land use map. And this is what a lot of people will get confused with a zoning map, because zoning maps also have a lot of colors. And so what I want to say is, this is not a zoning map, but when rezones come through the process, it has to be in conformance with this map. And what does that mean? So you can see on the right-hand side, there's a legend and there's different categories. And we call those future land use categories or designations. And say you have a business district. So if somebody comes in and they're residentially zoned, and they want to go to some sort of business sort of zone, we can say, yes, it's in conformance with that. It's in conformance with your community vision. If not, then they may have to go through a general plan process and explain why that is of the best value to the City of Tolleson. So this is the visual version of your general plan. This is the most visual part of your general plan.

And then, there's more. Wait, there's more. We have goals and policies. So again, I said that this is a 30,000-foot policy document. Sorry. It moves on me. Okay. So this is -- so we have goals and policies for each one of those topic areas. So land use, circulation, et cetera, et cetera, et cetera. This is exactly what's in your plan right now

for land use. There are more. But you can see kind of how they're worded. There's goals and then there's respective policies that fall under that.

We will go through a process in this effort to do what we call a plan audit. So we will be going through this -- and these guys don't know this right now, but your department heads are going to be part of a technical advisory committee. And sometimes, when I was at Buckeye, I had a -- may he rest in peace, Chief Costello. I literally had to sit down with him, kind of hold a gun to his head and say -- and read the plan to him and say, Chief, are you good with this? But it's very important that we make sure that these policies are all valid still. So we go through an audit process where we say, are they valid? Do they need to be revised? Do they need to be thrown away? Is there something missing? So we go through that process, and by the end of that we have very solid goals and policies, and we can say those are great.

That's not it. We still take that through the community to make sure that the input in the community aligns with what our subject-matter experts in the City are saying are important policies as well. Make sense? All right. There we go.

Process and schedule. So this process has kicked off. It's a 13-month process, four phases. This is kind of the cartoon version of the process and schedule. And you can see in our kickoff, we're going through and doing kickoff meetings with City Council, Planning Commission.

The next two phases of Envision and Create, they work in tandem together so that we're going out and doing public engagement. And I'm going to get into that a little bit more depth, but we're doing all of these different things to get people involved in the plan and giving us input. And we're at the same time drafting the plan. And so we go back and forth to make sure that that plan is really meeting the community's vision and values. Because as a planner, I could write you a beautiful plan, and if we don't get community input into that, it would be absolutely meaningless. So my goal is to get every person that is in Tolleson to give input into that. That's my goal. So we're doing that process. It's iterative.

And then at the end we have a celebration phase, where we come through the public

process. It's a legislative process, so the Planning Commission will have to make a recommendation to you. And then you will adopt the plan, hopefully, via resolution. Within that phase, there's also a long, again, statutory 60-day public review period. So once the plan is drafted, then we still go back out to the public, advertise that, and say, okay, what -- in this period, pencils are down. Did we hit the mark? And if we didn't, how didn't we do that? Let's tweak it a little bit more, and then we bring it back to bring it through the legislative process.

All right. There we go. So this is the crux of what we're asking you today is to adopt the public involvement plan. The overview of public engagement is that it's required. So again, you'll see a State statute. I didn't put it in there, but I could probably say it. It's at 9-461.06. And I might be able to recite it by memory. But it is required public engagement. And you can see the criteria that is, is required. We must have a written procedure. And the whole gist of this, again, is this is a public community vision. And so the statute says we have to be broad. We have to allow people to be able to give written comment and have public hearings and open discussion and that sort of thing. So we need to write that down, give you a structure for that, get your input on that, and then implement it.

So we did. Okay. So this is what it looks like, and it's also in the packet. We call this a public involvement plan or a pip, PIP. Sometimes we call it public participation plans, a bunch of different names. But this is the written procedure, and it's an outline of what we intend to do in these 13 months to get the public involved. And you can see the key participants that are involved in this process. And I'm going to go over those with you. And then you can see the key components that are also involved in this. And this is a structure. We don't have everything outlined in terms of what we're going to do at exactly every workshop. but we know that we're going to do certain workshops. We know that we're going to go to events. And we know we're going to do listening sessions, et cetera. But this outlines that for you.

So we want to talk about overall, again, we want to make sure that this process is inclusive. So right off the bat, we're going to make sure that everything that we do --

and you're going to see a website and you're going to see informational sheets that are both in English and Spanish. We translate, we bring it through public affairs, make sure that it's correctly, in all the tones and everything, all that. And everything is going to be bilingual. So we want to make sure that folks have a ability to participate. Also at the public meetings, we're going to have a translator involved, and everything that we have is going to be in English and Spanish.

We're going to have virtual, in-person opportunities. You can kind of see down the list, and I'll go over these a little bit. Project website as the hub of everything. Promotional materials that are going to go out on your news website, on your social media, an e-list (ph.). We'll ask if you guys have specific e-list if you can help us get the word out for different events and that sort of thing. Community questionnaire right off the bat to just kind of get a gauge of strengths, weaknesses, opportunities, threats, different things. What do people think about Tolleson? What's working; what's not working? So that goes out first and gives us a baseline.

We do a multitude of listening sessions or interviews, and I'll talk about those a little bit more. People like to participate in that way. They may like to participate in a public meeting, but maybe they just want to do a one-on-one. We'll do the community meetings. Those are in person. They'll be virtual. And we do these drop-in events, which I'll show you pictures of those as well.

Okay. So these are our groups that that are involved in the public involvement plan.

You can see you're involved, and you know what you are as elected community members. You provide that -- you create policy, right? You provide that policy direction. We would love to be able to do listening sessions with you and to speak to you guys all individually and get your input as residents and your direction as well.

Certainly through this process, we have multiple updates that we will be giving you as the consultant or staff will give you written updates or public updates so that you will be apprised of what's happening throughout the whole process. And then, of course, at the end, we'll have that approval by a resolution.

Planning and Zoning Commission is a big component. And planning, obviously, they are

appointed community members. They also are involved in the policy implementation. They will also be given regular updates. We would ask that they, as well as you, be our community ambassadors in your circles of influence and try to get the word out as well. And then they are part of that legislative process as well.

And Mayor, if I -- I talk fast, so if at any point anyone wants me to talk or to pause or to repeat something, please -- I'm happy to go over things as we go to.

Okay. So our functional, or our community groups. I mentioned our technical advisory committee. That's made up of your subject matter experts in your city. So those are going to be your department heads. We will meet with them regularly through the process at three major components. We're doing an existing conditions baseline report. We're going to be talking to them about that. We're certainly going to be talking to them about the plan audit that I talked about, and the drafting of the plan. So they'll be involved in that. We'll also ask that they help us get the word out in their circles and their e-lists and that sort of thing. So they're very important -- group in this process. And then our community advisory committee. Lots of cities do these different ways. Some cities have their planning commissions act as the steering committee or the advisory committee. Some communities, they are council appointments. And so we're kind of working through that process with the project team at this point. But what we'd like to see is about a dozen residents that are going to be steering this, that we will present to and they'll be a little bit more involved in the process. We can meet with them in person or virtually or whatever work, but we'll be giving them presentations and giving them updates, asking them to be involved and steer the process. How do you feel about these policies? How do you feel about these goals? And what is this -- how does this feel for you, that sort of thing. So a steering committee. So we would like to get a CAC established and do a kick-off meeting with them in about July.

All right, so we do have a project website. It is live. So you can get to it at the URL right there. We'll also link it to the City's web page, so you can go directly to that. This is the project website. We've been working with the City staff with our project team, to make sure that it looks right. It's within a branding scheme. So we've worked with the colors

and the fonts and that sort of thing. So all the documents, including the website or anything that we place -- we put out there will have this kind of uniform look.

We are wanting to have a project tagline, and you can see some of the options there that are on the screen. We have about six that we're toying with, and what we'd like to do or what we're thinking about doing, is putting that out in the first community questionnaire, and just asking the community, what do you think? And to vote on it. And then there'll be some write-in options as well. So again, the tagline is just kind of a fun. This is the Tolleson general plan 2040, 2050, and our tagline is Tolleson Tomorrow. So it gives that kind of uniform look throughout the process and something that people can kind of remember a little bit easier.

Here's our first informational brochure. This is a lot about what I've just said to you today. So you can see it's English and Spanish. This is embedded into our web page. And what I didn't say is that there are different tabs. This is the -- there's tabs on your website that have resources. So your existing general plan will be there, informational resources. There'll be advertising about the community events, contact points, a lot of different things. This is already on there, on the web page. And we'll print these when we go to different events. They'll be at City Hall. And so people kind of can get an idea of what a general plan is.

Okay. So this is our community -- general community group listing that we utilize to create a list. So we're in the process, working with a project team, of creating a real long list. So I know that you guys will have folks that you want to include in this, that you want us to reach out to. And I would say, please let Jason or Chris know of those folks that we need to reach out to, but we're pulling them from all these different categories.

So you can see the elected, the appointed, the Chamber of Commerce, the businesses, state, federal, sometimes ADOT is important in communities. Sometimes Arizona State Land Department is important. Maybe not so here. Maricopa County, schools, youth groups, health organizations. We want to interview the fabric of Tolleson, or at least give the opportunity for people to get involved. So we want to reach out to those folks.

This list will be for our community listening sessions, our advisory committee, our ambassadors. If they give us their information, we're going to get the word out to them in any way, shape, or fashion that they want to be involved.

Okay. Drop-in events are fun little events that we get to go out into the community. We find that it's most appropriate if we actually go into the community and go to where folks really are. So these are different things that we've done in different plans, Navajo County and Mesa. And we're looking at a couple of different events, and that may evolve. So we've placed the Independence Day, July 3rd on the calendar. There may be other events that you guys know of that we absolutely need to have a booth. And this is what we do. We put a booth out there, we give informational sheets. We may have laptops available for people to do the questionnaire right on the spot, or they can do it on their phone. And so we're just getting the word out, but we're also having them engage in that process.

And then our community workshops. So this is kind of a look of a bunch of different ones that we've done recently with City of Chandler, Lake Havasu and Eloy. There's the Mayor there, of Eloy, all happy. But this is doing workshops with the community. And again, Spanish, English, all the materials, we did that through the Eloy talks as well. But we will go out. The first workshop is visioning, where we spend a lot of time on that vision statement. We spend a lot of time on visual assessments or visual surveys of what folks want to see in different places. And then the second one gets into mapping. What is the colors on the map? Where should those be? And we're truth testing those with what is stable in Tolleson and what may need to redevelop or what's vacant. But what would people really like to see? What do they need? And so that second one then becomes kind of that mapping. We get into goals and policies in that second workshop as to -- and really getting that input from the community.

Okay. So we're almost done, folks. So our next steps is, as I mentioned, we're going to be going to our Planning and Zoning Commission and our Technical Advisory Committee for kickoffs in June. We are doing that existing conditions report, where we're looking at all the different topic areas. We're looking at area of change to make sure we know

what's stable and that sort of thing. We're going to be putting out and launching that community questionnaire in June as well. And then, looking at some of the drop in events in July. Hopefully if we can get that CAC together, we'll do a kickoff meeting in July and get them involved as quickly as we can, start those listening sessions. And then we're looking at possibly mid to end of August, maybe after people get back from their vacations and start back into real life again, having that first workshop.

So with that, I know I gave you a lot, and I'm happy to answer any questions that you all have, but I would also very much like if you could give us an adoption or approval of the public involvement plan.

MAYOR RODRIGUEZ: Yeah. So council presentation has come to an end. Questions or comments at this time? Okay. Yeah, I think it's a good -- I mean, I know we don't have to take it to the voters, but it's a really good exercise to go back and ask, what do you want included in the general plan for your city moving forward? And so I'm glad that we're doing this. We did it a while back, and it's about that time that we revisit the people that we serve and try to get their information back in and then update the plan and making a new plan that is more reflective of the reality that we have today. I know we have a lot of events that we host here in Tolleson, and we have really good turnouts. And so I look forward to the input during those events, and then, in the course of events that you guys organize as well.

So yes, Councilwoman Chavira.

CHAVIRA: As we speak to each other about the future of Tolleson, we all believe that it's amazingly important to have the community feedback and to ask them what they would like to see for the town that they live in, and not just direct ourselves. I love that there'll be a lot of opportunity for folks to give us their input. So important. Thank you.

GAMEZ: Mr. Mayor, I'd like to make a motion.

MAYOR RODRIGUEZ: Is there any other comments?

Go ahead, Vice Mayor. You got a comment.

DAVIS: Great presentation. I think it's a great plan. Just one of the things that I just want to mention. I want to make sure that your CAC, your steering committee, is

incredibly, as diverse as we can make it. Young, old, everything. Let's get everybody in there. Single people, married people, we need to get all of those different perspectives. And I would think that our 3rd Friday events would be great for -- 3rd Fridays, because they're way more community, whereas, like, 4th of July events is going to be more regional, Whoopee Daze is going to be more regional. Our 3rd Fridays tend to be the people of Tolleson, so I just think that'd be a good strategic place to look at. Yeah. That's it.

CHAVIRA: Perhaps even a member of our Teen Council.

MAYOR RODRIGUEZ: Yeah, our Teen Council, senior centers members should also be included. Any comments on this side?

ERIVES: So when you gather all this data -- I know you said in August -- then, what's the plan after that? For example, bring it to us and then we adopt it? Or do we get to -- how would the public hear what the results are? Like, just what's the after August, or April 2027? What are the action steps?

HOGAN: So Mayor and Councilwoman Erives -- did I get that right? So the first step is really to do our existing conditions report, which is the baseline report. So that's looking at all the different topic areas. And what is there -- what is it today? And so that'll be a report that we filter through our technical advisory committee. We make sure that, we got the information correct. That will definitely go out on -- I would like that to go out on the public website so people can be able to look at that. That's a jumping-off point to the general plan. That's not the general plan. And a mayor in Buckeye used to think it was the general plan, not this mayor.

But that's a jumping-off point. And then we look to the future. We look to the future of water resources. And we're talking to your utilities department, and what are the projections for that, and how can we embed that into this plan? So we're going back and we're writing and drafting that plan, bringing those goals and policies to the community through the workshops.

And then -- again, and I kind of glazed over it really quick, but once we have the plan in draft form, our pencils go down and we go out on a statutory 60-day public review

period. So the plan goes -- it gets distributed to a statutory list, but also gets distributed to everyone that's been involved in the process. We're doing social media blasts. We're maybe having an open house, trying to get people to look at that document at that point, and taking input. And then we bring that input back to you.

So we do a spreadsheet. And the engineers will love this, but we have a spreadsheet where every single comment goes on that, and we address those comments. And we bring it through the process and say, we have these comments, and this is how we address this, and how this is how it impacted the plan. So that just helps refine the plan. It's a great process, I love it.

So did that answer your question, Councilwoman?

ERIVES: It did.

HOGAN: Okay.

ERIVES: (Indiscernible).

HOGAN: Yes, yes. There'll be lots of opportunity for that. We hope and people -- we hope people participate in different ways, but some like to just do individual interviews, and that's fine. Some people might like to come out to the workshops. That's fine too. Maybe somebody -- we have people that do everything and that's great too.

MAYOR RODRIGUEZ: All right. Any other questions?

UNIDENTIFIED SPEAKER: Very briefly, Mr. Mayor. Thank you, Mr. Mayor, members of council. Ms. Hogan, wonderful presentation. It's the best general plan presentation I've ever seen. I've been through several. And even though we may not be putting this on the ballot, there is no doubt we are taking it to the residents of Tolleson. This will be their living document.

I'm incredibly excited to participate. This is not the first time I've worked with Logan Simpson. They were the original conceptual designers of our Paseo de Luces, where we had the speed tables and the roundabouts. That was so awesome. So I'm very excited to have you back. Incredible presentation. I appreciate all the intensity you bring to it I love it. Can't wait, can't wait.

MAYOR RODRIGUEZ: Okay. You were saying something about a motion?

GAMEZ: Yes. Adoption of a public enrollment plan.

MAYOR RODRIGUEZ: Okay. City clerk, we have a motion on behalf of Councilman Gomez. We have a second from Council Member Erives. All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Not hearing any, motion passes unanimously. Thank you very much for the presentation. That was awesome. We look forward to working with you for the next year.

We're going to move on to item number 2, which is to approve or deny the First Amendment to the professional service agreement, the professional service agreement between the City of Tolleson and Dearborn Life Insurance Company for employee life and disability insurance benefits, and authorize the city manager to execute and deliver the senate amendment.

This amendment extends the term of the agreement through July 1st, 2027, and increases the compensation amount from 150,000 to an amount not to exceed 225,000 for the term of the agreement. Employee Resources Department, Deputy City Manager Jackson, you have the floor, ma'am.

JACKSON: Good evening again, Mr. Mayor, members of council, I just have one slide, so it won't take long. While we're waiting for the slide I first want to, on behalf of all the employees, want to thank you all for ensuring that the vision of maintaining quality benefits is still intact today. We have not had a broker for maybe about ten years. I'm losing count now. This is my 21st year, but I'm losing count.

But for ten years, and what that does is it helps us save money to the plan. So we're not paying an additional brokerage fee or bonus structure fee commissions to anyone else. So we're saving that. And that's going back into our plan.

So each year we may have a few of our benefit programs contracts need to be renewed, and we do go and we post an RFQ process for each plan. We did not post this year for our life insurances. Our life insurance policy actually was renewed and given to a new vendor. It was awarded to Dearborn Life Insurance back in 2024 July. That was our first

time we were with MetLife for probably well over 20 years. And they won the bid. In the process of doing that they presented a lot of options to the plans. So where our plan only at that time for basic life insurance and ADD, it had a \$50,000 volume policy limit for full-time employees. They presented another option where, because of the economy, the way it was going, inflation that we could probably offer one-time a person's salary for that particular life insurance plan. So what we did is we designed the plan to be \$50,000 at minimum volume. So if someone made less than \$50,000, the policy would be \$50,000, and then it would go up to one-time the employee's salary at stop gap at \$100,000. So that's the highest that the policy would be.

And that would help with like inflation and things of that nature. So with doing that it did increase the cost for our product because we're buying more volume of life insurance. That is the reason why we're here today. We did not want to put out for a quote again because we've only been with Dearborn for two years. It's been very successful. Us in in employee resources, we love the partnership that we have with them. We had haven't had many billing issues. Customer service is a hundred percent better than what we are getting right now. And it was decided to just extend the contract another year so that we could maintain some type of continuity instead of putting out for quotes. And then we don't know if we're able to stay with them. Maybe another company will come in and win that award. So yes.

MAYOR RODRIGUEZ: Just a simplistic question. So really what you're saying is at a minimum, regardless of what an employee makes, if it's under 50,000, if something tragic happened, they would at least get -- their families would at least get 50,000. If somebody's making 125, they would they would at least get a hundred. Okay. Sounds good to me.

JACKSON: With Dearborn, just to let you know what policies they cover for us. They have short-term disability, long-term disability for public safety only because, under public safety retirement system, they do not have long-term disability. So we as a city cover that for them. Any employee that's under ASRS that's covered underneath the ASRS pension umbrella.

And also then we have our optional life plans, which would be our employee optional life, spouse life, child life products. And those are all optional plans that are paid by the employee. So with this agenda item just -- and also I want to preface, there's no increased rates. They said that they would extend for another year and not give us any type of increase. And I believe the contract is written where we can auto renew for at least up to three terms with three additional years. But we wouldn't know if the rate would increase next year. But our goal was to just give the employees some continuity because, as of right now, if you're on with a plan, a vendor for two years and then to move, that, that might be a little bit much for them.

MAYOR RODRIGUEZ: Yeah. And just to clarify, if an employee wants to buy more health insurance, this plan will give them that option. It would come out of their income. But they can instead of 100,000 I want half a mil or whatever. You just pay whatever the difference is.

JACKSON: Right. So the highest policy a person can take is up to five times their salary. So it just depends on how much they make.

MAYOR RODRIGUEZ: That's good to know. It's really good to know. Yeah, I know a lot of folks depend on the life insurance that's offered through their employer to increase their life insurance policy. And again, and this is worst case scenario. So we hope nobody ever has to cash that out. But in the case that it does, you know, the folks that survived them would be in a much better position. I mean, they're already dealing with the grief of losing somebody, at least financially. They'll be in a very good place. So I like the plan. I think it's something that for what the price difference brings peace of mind to a lot of folks that work for us. Peace of mind goes a long way.

JACKSON: This gives our city manager authority to sign off on paying that vendor up to \$250,000. It doesn't necessarily mean we'll --

UNIDENTIFIED SPEAKER: 225.

JACKSON: 225, excuse me, I don't have my glasses on. 225, so that's what this is for.

MAYOR RODRIGUEZ: Awesome. Council do you have any questions or concerns at this time? Okay. I think everybody likes it. So with that, I will entertain a motion. We have

a Vice Mayor motion to approve. We have a second by council member Gamez over here. All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? All right. Great job, Deputy City Manager Jackson. And thank you for looking out for our employees.

So with that, I am going to ask because I don't want to get started on this. I know Chief Young has a 50-slide presentation he's about to present us. But would council like to take a five-minute recess to go wash up, use the restroom, whatever you need to do and staff, and then we can come back?

GAMEZ: Okay.

MAYOR RODRIGUEZ: Yeah. We're going to take a five minute recess, city clerk, just to do a quick break and then we'll come back.

[Recess]

MAYOR RODRIGUEZ: So that was the presentation of Chief Young. Anybody have questions?

GAMEZ: Nice. Very nice. That's great.

MAYOR RODRIGUEZ: Just kidding. We're studying presentations. We're going to start off with number one, fire department update. And just to clarify this is not for Trevor Brown, right? Is there a specific reason? I like -- I like Phoenix Suns.

GAMEZ: Happiness.

JACKSON: Yes. Mr. mayor and members of council. We do have an employee program that we do offer to all employees where we teach them about happiness. And it's based on Shawn Achor. He is a Harvard professor. He did extensive studies on how to live a more positive and happy life. And it does translate into the workplace because they found in studies, Gallup has done extensive studies that employees who are engaged and happy, they tend to be a high performance organization.

And that's what we want to have here. And so we offer this workshop once or twice a year. I'm so blessed and fortunate to have my colleague here, Pilar Sinawi. She's one of the facilitators also. Our police chief is a facilitator police, Chief Mendoza. And then we

do have another facilitator coming down the pike, which is one of the newest members of our HR department, Tatiana Maya. So she just went and got part of her certification. We have to have a class in the fall so that she can get her full certification to be able to teach the class. And when we offer it, we will then send you an invitation so you can see what it's about. But it's a great program, and we just love offering it. There's nowhere you can go. Well, not many organizations that go and teach you about happiness and how to maintain a happy life.

MAYOR RODRIGUEZ: Okay. Awesome. Well, again, thank you for sharing that with us. And number two, again, it's not for Trevor Brown. Never was intended to be Trevor Brown. And we took a vote. And we all agree that Trevor Brown has the worst colors in all of Phoenix Union. I don't know anybody that went there, but I will say this much. Last meeting we had a presentation on Paseo de Luces and specifically the new wall that we want to build. And when I saw the renderings of the papel picado or papel picado and the primary colors that jumped out at me, the thought did cross my mind. I got to do whatever I can to get some primary colored shirts on me so that I'm bright, vibrant. All the great adjectives you want to use to describe what awesome really is, and it's people. And here I show up and here we go. Nice bright orange. It's like it just came together. It's beautiful.

GAMEZ: (indiscernible).

MAYOR RODRIGUEZ: And I try my hardest. Yes I try my hardest. Got a little bit of the blimpie's. All right. So with that, Fire Chief Young, you have the floor, sir.

GAMEZ: One slide. Okay. Great. All right.

YOUNG: Try to get through this as fast as possible.

MAYOR RODRIGUEZ: By sun up. I think the longest we've gone is like 9:30.

YOUNG: Our current goals for this fiscal year, as well as our future goals for fiscal year, that's coming up.

GAMEZ: It is too much.

YOUNG: I know if I could paint the trucks green, I would.

GAMEZ: I'm all in.

YOUNG: So these are our department focus areas. These are the things that we take into consideration when we're planning and doing our decision making. This is not in any particular order. It's based off of the PowerPoint template, what would fit in there. If I had to rank this in order, obviously, firefighter safety and compliance would be at the top and then operational sustainability and modernization.

One thing that we are really focused on is in our training which has been easy to do in this department, not saying anything about previous departments. When I came here, the one thing that I was most impressed with was the amount of time that our members train. It is, for lack of a better term, abnormal. They love to train, which is, as the fire chief is an amazing thing.

New NFPA standards recommends that every firefighter complete 16 hours of training per month for a total 192 hours per year. And that is sectioned. That is broken into different sections. That's not just, hey, whatever training you do fits into there.

We have probationary firefighters right now on our trucks. And if they go out, they train ladders today. Today's the first day that they do that. They get a credit of an hour for that. Tomorrow they go out and they train ladders again. They don't get credit for that. So they're training, the actual total hours they put in is way above the 192 per year when it comes to meeting that NFP standards. But like I said, it has to meet a certain guideline to fit, and you can't keep using the same train over and over again.

Our EMTs and paramedics was maintained community education 40 hours a year, roughly, for the State cert, if they're nationally registered, it's 60 hours of continuing education per year. And each EMTs and paramedics they recert every two years.

Our wildland firefighters also have to go through yearly recertification, classroom time. Then there's a two-day field day where they're out in the field for two days training, and then they also have to take a pack test where they have to carry a 45-pound pack for three miles and under 45 minutes, and there's no running. You have to be able to walk that to get under that.

You know, we continue to focus on our emergency response, community risk reduction, our public education, really trying to be involved in our community and in our city. It is

a friendly competition, I feel, between us and PD. And so it is awesome to feel like we're winning. I can say it, he's not here, but we try to do things. We try to be at our senior center once a month for the different celebrations that that Chief Good was serving lunch on their Mother's Day celebration. I believe it was like May 8th or May 9th, the Friday of that week.

And then the other things we're focused on is operational sustainability and modernization. When I say operational sustainability, it's making sure that we have all the staffing to be on our trucks. The thing that I feel that makes us a little different than most other departments is we have minimum staffing. So we have to have four people per truck per day, minimum of two paramedics per day, and then we can only drop down to three people on a truck for up to eight hours. And that is only on the engine. And where that comes from, that comes from our automatic aid agreement with Phoenix. Those are that they those are NFPA standards. But you also, when we sign our automatic aid agreement to have our dispatch from Phoenix Fire, those are some of the things that we agree to, that we will not drop below three people for longer than eight hours.

And so we did have some staffing challenges last year. You guys know and then because we have those minimum standards, then we have basically almost a requirement of overtime. So every opening that we have costs us roughly \$20,000 in overtime per month, that that opening stays open, that that that spot stays open. So we have Chief Good had some great agreements that are still in place today. We have a shared staffing agreement with AFMA Arizona Fire and Medical Authority, where we can, if we cannot find enough people to be on our trucks and overtime, we call them. And most of the time they'll send us one or two bodies.

Up until recently, we had one with the City of Avondale. They want to kind of renegotiate that. They want us right now -- we're not using that shared staffing agreement because they want us to -- the last time we talked, they want us to start covering the PSPRS contributions at that overtime is costing their city. But they have not brought back any formal IGA after they discontinued --stopped this year. So they

haven't brought back any formal.

So and then regarding support for vulnerable populations, we have our hydration station, which I'll talk about here, as well as our Narcan leave behind program. So community engagement and risk reduction, we celebrate Fire Prevention Week. We have what's called a Fire Day in October, during that week where we invite all city employees to come out with open house that's open to city employees. We cook lunch for them. We have some training there for them. A lot of camaraderie, some safety education for our employees.

We also have activities that are coordinated with employees in our community groups, station tours, CPR classes, car seat checks, extinguisher training. Like I mentioned, the senior center engagement Tolleson Talks. We try to be out there as long as we don't have calls. Our health fairs, and we've also started our fire cadet program up again, which has been super amazing. I think we have a total of eight cadets right now. Majority of them already have their EMTs. We've got an overwhelming response. Yes, sir.

MAYOR RODRIGUEZ: I also believe that your firefighters did an amazing job at the Water Day event for the kindergartners at the elementary school, so that's always a wonderful touch.

YOUNG: Those are the things that we enjoy doing. The things that we see on this job some days are not very nice, and I'm not going to say it's an equal trade, but those are the benefits and the rewards of this job that make it, you know, take the edge off of things by being able to go out and be around those kids who get so excited for you. We did that for us.

You know country leadership, which is just outside of our borders, southern Tulsa address, they've leaned on us a lot. A lot of you guys have attended the Leadership Day there, and so we have a great relationship with them. So we still went out there this year and sprayed water on their field days as well.

This isn't this fiscal year. These numbers are for last year for 2025, 43 car seat inspections. We trained 89 people in CPR and first aid. We provided fire extinguisher

training for 54 employees of local businesses, as well as 17 city employees, the City employees. It's just it was an optional deal at our fire day if somebody wanted to come over and experience the fire extinguisher training. I think Deputy City Manager Wendy Jackson and Pilar just went through it at our EMS open house. And then we assisted -- our vaccine program with -- we helped with giving 592 total vaccines.

GAMEZ: You have a question?

UNIDENTIFIED SPEAKER: Yes. The People trained in CPR and first aid, is that training also given in Spanish?

YOUNG: Apparently, no. That's something that we have planned moving forward. The issue has been with, right now, we signed an agreement with the Red Cross, and so we are going to get employees actually certified. The classes that we've been given right now have been from our fire marshal, Renee Hamblin, on part of the community risk reduction and her going out to the businesses. It's not a actual certification. It's just a hands-only CPR that you can give to anybody. But with the contract that we signed with the Red Cross, that is something that will be open to the public, and we'll make sure that it is in Spanish.

So here's our hydration station. There's really not a whole lot to it, but it serves our public very well. As you can see, it's right outside our front door. That ice chest is always full, so that helps us maintain our hydration station. It's open 24/7.

Last year we had it open MAG so we keep it open May through September. Last year we had it open April through November. This year with the heat, we opened it -- we had it going in March of this year. So we're going to exceed what MAG asked of us just because we know how hot it is. We want to make sure that we are there for our community.

Let's see, so regarding smart city and development support, conducted 394 inspections. We've identified 309 high-pressure hydrants. I'll get to that in a second. And then we also replaced our aging vehicles with two EV trucks, Ford Lightnings that are similar to what PD purchased.

So we got our GRS pre-planned coordination with development services. So basically

going out mapping businesses where are the hydrants where are the connections, the standpipes for the fire sprinklers and then getting those uploaded into our CAD system so that, when we're responding to, let's say, a structure fire, one of our commercial complexes, our captains that are responding are able to pull up the map and know exactly where the hydrants are, where they should come in and start, you know, getting their game plan together.

Fire prevention inspections and hazard reviews supporting our business safety and continuity. Like I said, the two vehicles and then our ongoing fire inspection and development coordination supporting safe city growth. Now, the high pressure hydrants. There was an incident roughly two years ago in the City of Glendale with Glendale Fire, where the HUMAT valve, which is the part that connects the hydrant that allows us to bring water into the truck, to be able to pump the lines that HUMAT valve flew off of a hydrant. They had a failure, and it almost hit a firefighter. And so in the fire service, we actually report those to the national -- on a national level where we classify it as a near-miss. A near-miss is saying that this incident happened, and somebody could have been critically injured or killed because of that.

So what they found out was that hydrant pressure was above what our HUMAT valves can handle. So I instructed our fire marshal go out and start testing all of our private fire hydrants. And we identified 309 high- pressure hydrants on twenty eight businesses where that exceeded 200 psi. Go to the next slide here. So our valves on our truck, on our HUMAT valves they're only rated for a max of 150 psi. So obviously this created a safety risk for us.

The reason that the PSI is so high in those hydrants is because they're connected to the fire pumps that control the sprinklers in those businesses. It has to be able to maintain with the size of the building, has to be able to maintain a high pressure. If there was a fire anywhere in that it has to be able to pump the last hydrant and so some of our huge commercial complexes. So when you hear that number, the 309, it seems like a lot, which it is, but it doesn't impact us and, you know, provide fire suppression to our businesses, to our residents. So these are on private property.

But then also we have 529 public hydrants and 486 private hydrants, for a total of over 1,000 hydrants that we still have access to. So our system, our response system, along with our training and our SOPs that we follow, it's already put in there for us to be able to adapt and overcome the high pressure issue. We are still able to maintain fire suppression for our community. It shouldn't cause like, any, like, public concern because we're still able to do our job in a timely manner, the same way that as we were able to use those hydrants.

And so like I said, we have crews that are trained to use alternate nearby hydrants that provide safe operating pressures. And then those building and sprinkler systems and pumps still remain fully operational. So you know, right now there is no solution. Our Deputy Chief Jack Garrison, was actually tasked by the West Valley to try to find a solution. He's been working on it for a year and a half. There was no company that makes like an actual, like, pressure reducer.

We did have a company recently that he's been working with for a year that says, we got you. It'll take us a while to make this, but hey, we got the first prototype, we're coming out. Chief Garrison set up this big old deal, and it didn't fit our hydrant. So back to the drawing board. So right now, for the region, there is not a solution to this. But like I said, we're able to get over it.

MAYOR RODRIGUEZ: Sounds like a business opportunity.

Council member.

GAMEZ: Explain me the difference. I can understand what the difference, but in more detail. We have public hydrants and we have private hydrants. Private business?

YOUNG: Businesses are on private property that the City does not maintain. But we still go out and able to test. But they're painted red if you see them around the City and the public hydrants are yellow. Not compensated -- for like if they were to call us? No, there's no compensation for calling us out.

MAYOR RODRIGUEZ: Well, we require them to install it at the time that they build.

YOUNG: Correct, but right now we have found after the fact that the pressures are have exceeded what our --

UNIDENTIFIED SPEAKER: When they figure out what type of product are we going to be able to mandate that everyone changes out theirs?

YOUNG: We would carry it on our trucks. So right now, like until recently, our HUMAT valves did not fit on a Phoenix hydrant. We had different sized hydrants. We carry adapters. So this would just be another piece of equipment or what we refer to as an appliance. It's something that we would always have on our trucks.

MAYOR RODRIGUEZ: Can't lower the pressure, because it's still got to service the building.

YOUNG: And when there is I mean, just for knowledge, like when there's the sprinklers going off and they're controlling a fire, my saying is the sprinkler is the rock star and we're the backup singers like, if that sprinkler is controlling the fire in a 250,000 square foot building, our SOPs say that we can't go in further than 150 feet. We let the sprinklers do their job. So that's why.

MAYOR RODRIGUEZ: Did you have anything else you want to ask?

GAMEZ: Good job, Gladys.

MAYOR RODRIGUEZ: All right. Please don't sing. Continue.

YOUNG: So this is the goal that we are working for towards this next fiscal year. Unfortunately, our battalion chief who runs this current program could not be here this evening. So I will attempt to do my best, but Battalion Chief Will Burner, who's been with us about five months, an amazing individual. Right now, we are currently going through a pilot program for the TLO program. This is going to help us. TLO stands for Threat Liaison Officer. And so it's on the fire side. There is a PD counterpart that they are starting to get going.

And so this helps us evaluate opportunities to strengthen preparedness, coordination, and community risk reduction. And so right now this is a pilot program. We brought this to Chief Mendoza. We gave him a presentation, and he says hey I'm not going to say yea or nay, but I'll give you the green light for the pilot program. Show me how this is going to benefit our city and our community and our residents. So we said, game on. It's already paying dividends. So the Threat Liaison Officer pilot program is an

integrated TLO program to enhance intelligence sharing, threat vulnerability assessments, and interagency coordination. And so in the first two months, we've already seen improved communication and coordination between our police department as well as our healthcare providers, our ambulance service, and our regional intelligence partners. So this program helps us move from a reactive model that we are normally used to, something close to 911, to a very proactive model to keep our community safer and identify risks before they become a problem. This effort supports a safer public events, stronger infrastructure protection. The long term vision is to sustain these partnerships and to have this program literally forever.

One thing that it does is regarding information sharing. So Chief Burner is currently the head of the regional TLO program. Even before he came to us, he was contracted with AFMA. And so he already brought that experience. And so he's already been embedded in everything that would make this program successful.

And so first thing we started doing, we started doing what we call cross-discipline drills. So we bring in all of the partners that play a part in what we do every day. So like we did for Drowning Prevention Month, we did a drowning awareness drill where it was realistic. We had an infant that had, you know, parents had called. PD was first on scene. We showed up with all of AMR supervisors were there, I was there, Banner and Straight (ph.) was there helping us put on the drill so that we can do our job better from that perspective. We also did a Safe Baby Haven drill at our station with all the same counterparts.

One of the things that he does is he's embedded in ACTIC. And ACTIC is a place where you got all different agencies down there, but they're basically scrubbing the internet for any threats that may come up, may affect our community.

Or find anything on like the dark web saying something about Tolleson and July 4th event. That is the type of information that he is able to get.

And one of the things that he just brought forward recently was he was able to get intelligence that included awareness regarding a new synthetic narcotic that they're saying is stronger than fentanyl. And so we have shared that with PD. It's a great --

what's that? I don't have the name here. No, I don't think it is. It's I think it's called like, it starts with a C. Yeah, but this has direct implications on people overdosing on our public safety.

There was just an incident in New Mexico where three first responders were first on scene of an overdose. They ended up passing away from being there, from the fentanyl powder that was in the air. And they ended up having I think a total of 20 patients. So this is something that having this position in place, getting that information from all levels, agencies, federal, state, county is going to pay dividends for us moving forward. Additional work he's also done. He's also done some international travel advisories for some of our employees. And you know, overall, the program is about improving the coordination and communication pathways between all agencies, not just within our city, but like I said, at a state and federal level.

And the way that this, you know, so obviously with your guys' goal, the first one was emergency preparedness. Second one is the sense of place and community safety. This TLO program, we can start embedding TLOs into our events while they're there. They're trained on recognizing different threats, but you know, to secure our public spaces, protect our events. And I just think that it also creates a united front, you know, with our -- regarding public safety at our events, and again, just to make our community safer.

Chief Mendoza was like, hey, like, tell me what success looked like for you. So we're measured through again that increased coordination or documented threat awareness activities, improve pre-incident planning, and then enhance our readiness to respond and prevent these events from happening. Any questions?

MAYOR RODRIGUEZ: I think we're doing great. I appreciate all your efforts and of course all the firefighters that provide the service. I like the idea of this new position. And more importantly, I like the idea of its mission and what it's designed to do. So I think it's a great, great idea.

But in general, you guys do great work. Responsive time is amazing. The service, when delivered, is even better. And I hear compliments all the time about fire and police and

their responsiveness and how well they actually treat people in what arguably could be some of the worst times in their life. So I just want to tell you, thank you and all the other firefighters that we have on staff as well.

YOUNG: During our response times, two things make up response time. It's travel time. And then what we call turnout time, how fast they get on the truck. And we can't control where the incidents are. We can't control the traffic. Our response times are still within normal limits. But the thing that I appreciate is their urgency to take care of our community, where our turnout time, and this includes fire time and getting fully turned out is 53 seconds last year.

So proud of that, and thank you to you guys. I've been in this position now for three budget cycles. Thank you to our city leadership. I don't know if there's one thing that I've asked for that you guys haven't provided for us, and it's very important for me to have the best for our people. And I thank you guys so much for seeing that need as well and for approving those things. So thank you.

MAYOR RODRIGUEZ: Thank you. Thanks for the presentation as well.

Any questions or comments? Yes. Council Member Erives.

ERIVES: Said four people for the paramedics sometimes. Are we fully staffed for fire department?

YOUNG: We are at our minimum. We have enough people in every staff. Right now we have two openings, and those two employees are in pre-hire, and they should start the academy in September. We'll start them as a what we call a -- what's it called. Basically where they just start before the academy. We like to bring them on board four to eight weeks before they actually start the academy, because the other cities have what's called a pre-academy. These other cities are putting them through the pace before they even start. So even though the academy is day one, it's not day one for -- it's not a true day one. So we'd like to get him beforehand.

So they'll start in September. And then they usually graduate right at the end of December, beginning of January. I think they're all interested. So we give preference to Tolleson residents. And I believe seven out of the eight are from Tolleson. And it's

amazing just to see their pride. They were at the event on the EMS open house. Yeah. And they love being there. So no, it's a great group of individuals. Captain McCalla and firefighter Marcial Egurrola run the program, and they've done a phenomenal job.

MAYOR RODRIGUEZ: Other questions or comments? Great. You're all good. Chief, thank you very much. Again great job.

We're going to move on to item number two is the Human Services Department update, Chief Social Impact Good. That's going to take some getting used to. Let me say Chief Good.

GOOD: Good evening once again.

MAYOR RODRIGUEZ: Good evening.

GOOD: Great to see you. Wait to see if they're going to pull up our presentation. And it should be relatively brief, but we can talk as long as you guys would like about anything you'd like. Human services or -- very short. I've been instructed.

Okay. So we have three different areas in human services, and this seems to be the first one I'm just going to touch on very briefly, and that's housing rehabilitation. And the reason I'm going to speak briefly on that is that you had an extensive presentation by Noelle Shaus (ph.), who runs that area for us. A couple meetings ago, it was very comprehensive. She spoke for 40 minutes on different things, new housing developments and the need for affordable housing. And what does that look like throughout the community.

So this is just some bullet points regarding some of the things that she already discussed. And I know that she's talked about wanting to form some more partnerships and so forth for low-income housing, for affordable housing, for partnerships, looking at what's available in the community, undeveloped lots where we might be able to build or again, rehab houses. So I won't rehash all that. But she spoke about that extensively, as you recall.

She also then spoke-- our city management team was so impressed that they asked her to come speak and present that again to the leadership team, along with a few other people that were invited to that particular meeting. So she does a great job. She's a

wonderful asset to our city and to our team.

MAYOR RODRIGUEZ: She also shared the presentation for that night to council. So if you haven't seen it on your email, I'm sure it's out there. So good information.

GOOD: And then just a few things as far as Human Services and some of the goals that we've got going. But one of the things that we talked to City management about and they supported it, and you guys have too, and that is extending the hours here in the senior center. And that also applies to the library. There's also some new hours in the finance department in the front desk for some different reasons. But overall we want to provide better service to the community that we serve.

So currently we're open until 7:00 Monday through Wednesday and that changes until only 5:00 on Thursdays and Fridays. We're open on Saturday. As a reminder, until we got the ARPA grant, we were not open at all on Saturday in the senior center, so we opened up when we got that grant. You folks continued to support that following the termination of that grant. So that's been wonderful that you folks have shown that support to the seniors in our community. Starting July 6th of this year, we will extend those hours on Thursday and Friday until 7:00 at night.

And that does a couple things for us. Originally, and this was an idea that came from Deputy City Manager Pilar Sinawi, and that was, let's call it the social club, because what we saw during COVID was that there was this tremendous lack of socialization, and people were staying at home, and a lot of times they were living alone, and they were depressed and so forth. So we realized how important that socialization aspect was to the seniors. So we named it that. And you guys continue that on. And so as part of that then those hours will be extended on Friday or Thursday and Friday until 7:00.

But the other thing that we dealt with in 2024 was a massive amount of death from the heat. 646 deaths in Maricopa County alone. This program allows us to have cooler areas for seniors. And the library does the same thing. They're not limited to seniors over there, but that keeps people out of the heat. It also helps reduce their utility bills if they're here, and they're not home running their air conditioning, or sometimes they don't have air conditioning, so at least provide some respite for them.

MAYOR RODRIGUEZ: So when, let's say, a senior stopped showing up for a couple days, and they're regulars or they, they show up, do our staff safety phone calls or safety checks?

GOOD: Yes, Mayor. We call them welfare checks or whatever, just to make sure that they're okay, that every now and then they've been sick or where are they? They go on vacation. Typically, we know. I got an email yesterday that said one of our seniors was going to be gone for a month. So we try to keep in touch, and we share that information with everybody else on our staff so that we're aware, hey, this person actually is gone, as opposed to are they M.I.A. Are they sick? Are they in the hospital, things like that. So we do that, so it does help.

UNIDENTIFIED SPEAKER: I would say to the seniors, do a pretty good job of checking on each other because if my grandparents don't go a day, they're all calling them to make sure they're okay. And so it really builds community. So it's incredible. There's no value we can put on it.

GOOD: And that does happen to all walk-in. We had an event last week and Fred and Loli weren't there, but everybody knew where they were, and I won't say where they were because it's a very fun story, but and I --

UNIDENTIFIED SPEAKER: Just do you know, they didn't come home.

GOOD: I think you told me. Yes. And so anyways, but we talk about this as -- I clicked ahead inadvertently there. But if we can -- maybe it'll go back. So we talk about living. We want this to be the best time of their lives, right. They've earned this. They've been through life. They've worked, they're retired. And now is a good time for them to enjoy their senior years.

And you can see some of the activities that we do. We have all kinds of different activities. And before you, you have a calendar which lists all the activities that we have for the social club, which is the afternoon programming, and that's for people that are 50 and above. The morning program is for people who are age 60 only, and that's an area Agency on Aging requirement. My boss over here, Mr. Medrano, at that time, we had it at 55 for the grant, and the grant ended, and you folks supported it. And I just informed

him that I had lowered that age to age 50. And he was like, great. That's what we want.

We want people to come in here and be involved.

MAYOR RODRIGUEZ: He qualifies, and he gets free coffee now.

GOOD: I'm going to steal a word here, but we want them to be vibrant.

MAYOR RODRIGUEZ: Breakfast, too. You should get two breakfasts.

GOOD: So we're able to do that. And when I came, I thought my mom was a senior, and I thought I want this place to be a place that she would want to come. And she came one time, and she's since passed, but she never stopped talking about the Tolleson Senior Center. And I've told this story to you folks before, and how I was so touched by it. And that was when one of our seniors, Sadie, was informed by her son who she lives with, that he was moving to Tempe. And she says, I am not moving to Tempe. It's too far away from the Tolleson Senior Center.

And so when you hear those stories, you realize the impact that it has on people truly, and how it changes lives for these people. For many of them, it's the best part of their entire day, especially if they live alone or their family's out working and they come in and they get to see their friends. And that goes back to that socialization aspect that Pilar had enforced so much.

And then just a couple different things. Oh, I wanted to tell you some of the activities that we do, but last week I was talking to the mayor on the phone. He says, well, where are you? And I said, I'm at the baseball game. He said, well, what are you doing? I said, I'm working. I drove the bus down there that day. Well, you roll with it. Mayor. I embellished slightly, but I thought you would stay with me on that.

MAYOR RODRIGUEZ: Called him on the weekend. Where are you at?

GOOD: Oh, no, I could hear his fist pounding. You take them off? No, but he was very supportive of that because he also understands the importance of those things. We have a casino night coming up on the 6th, and I was talking earlier about how important it is and how our seniors have deserved this. There's a saying on our new mural in there which says, "The longer I live, the more beautiful life becomes." So that's the saying by Frank Lloyd Wright, which is on there. And when we put it up, there were people that

literally, literally had -- and I'm not embellishing this time, Mayor, literally had tears in their eyes when they saw that.

And when we had an artist at the opening of the of the art gallery here a couple weeks, actually, two weeks ago tonight, then one of the artists said she had been in there, and she had seen that mural that was done by Maria Madrid Reid (ph.), and she was very moved by it. So when we talk about the importance of the arts and that that's the type of thing which Maria Madrid Reid has brought to our city.

MAYOR RODRIGUEZ: Well, actually, the way it happened is Chief sent me a picture of our seniors at a D-Backs game, and he does that from time to time, which is great. I love to know what we're doing with our folks. And they were having a great time. I mean, I can't think of the last time that I went to a D-Backs game. And you know, it's to me, baseball is boring until the seventh inning, I got to go. But before that, I enjoy it. You know. I like to play it. I don't like to watch it.

Anyways, if you think about senior citizens and when was the last time they went to a ballgame? You know, sometimes they go years without going to a ballgame, you would think, you know, you just go there and you sit there. If you're in a wheelchair, you know, you can take them to the ADA area. But I don't think we do that enough with our senior citizens. And so, when I saw that, I thought to myself, what a great idea, simple field trip. And it just takes somebody who cares to do it. So thank you, Chief, for bringing it to my attention and for doing it.

GOOD: You're welcome. Thank you for clarifying that, Mayor.

MAYOR RODRIGUEZ: I didn't pound my fist, but I didn't pound my fist ever.

ERIVES: Did they win?

GOOD: D-Backs beat the Giants six to three. So the bottom of the ninth was not necessary in that game. And again, before you, you have a calendar. So these are just some of the pages. We have this is the morning programing. And you can see it's full every day. Well that was just -- that was what was planned for the month, council member. So it wouldn't be on there but I'm happy to report tonight. Yes., Dodgers won that same day.

MAYOR RODRIGUEZ: Didn't we just have -- we just had a ninth inning home run, home run victory. I think it was we were down by three points. And is it Marte, is that his name? He hit a home run, and he knocked two the runners in, and we ended up winning five to three or something like that. And it was a -- what do you call that when you do it? It's a hit and the victory is done. It was a walk-off victory. Yeah. But great field trip. Great field trip.

GOOD: Just for our councilor. We're almost out of the woods on this, so that's something he's been wanting me to get to. And then we've got --

MAYOR RODRIGUEZ: I have a question.

ERIVES: Yes. Okay. So I'm sorry, but the quality of this -- this has gotten better as far as the product of, like this, the paper is better. It's easier to read. I don't know, even this is (indiscernible), I appreciate it.

GOOD: Mayor, Council Member Erives, that's very kind of you to say. One of the things that I noticed when I came in was that the calendar -- we used to sell ads for the calendar, and it was several pages long and it was just kind of cruddy paper. And so what happens now is that our staff puts it together, but the team in public affairs actually prints it for us. So we do that in-house in the building, and they do a great job. And that's the new product. And it is a whole lot better than it used to be.

So thank you. I'm glad you noticed that. And then these are the activities for the social club and similar type of thing. But this is the afternoon programing. Our long-term goal, and we don't know what that might look like or how long it might take, but because of the quality of the service, and the appreciation that the community has for the programing, we hope to one day get to where we're open seven days a week. That may be just for a few hours on Sunday. When we're ready, we'll come back to you. And it requires some other work and planning to get to that point. Obviously, it costs more money too.

I do want to mention that one of the reasons we're able to extend the hours, like we talked about before, is that you all approved the request that was set forth by the City management for two positions. So we will have those coming on board also on July 6th.

And then we have the lunch menu, lunch and dinner menu. We have breakfast every day, b we publish the lunch and dinner menu. And the dinner comes from Chartwells. We contract with them for the dinner, but our cooks make the lunch and breakfast every day, and it's made to the standards that are from the area agency so that meets nutritional requirements.

So somebody asked me one time, well do we give them good-tasting food. And I can say definite maybe on that, but sometimes it's tastier than others, but it meets the nutritional requirements as people, you know, we want to make sure that that food is healthy for them.

And here's some numbers. As Chief Young, I'm going to slide over here. Just to give you an idea of some of the numbers that we have. So we have exercise classes weekly averaging 270 people, bingo for 460, lunch program 360. And this again is in a week. Social club in the afternoon programing drops off a little bit. But normally we have about 1,330 participants in a week. And again, times four gets you up to over 5,000 in a in a month, so that's good. We'd like to increase the participation. Again with the extended hours that we expect, we'll be able to.

DAVIS: Are those unduplicated participants or just --

GOOD: Some of those are duplicated because they'll play bingo in the morning, and then they'll go to an exercise class in the afternoon. So they're individual activities, so not total people. So there is a Venn diagram aspect to this data. Bingo is the big one. And then we have a number of food programs that we do, the brown bag program. I know sometimes we see some of you guys earlier on a Tuesday morning. So we start at 6 in the morning. We're here on Tuesdays, same day as a council. So second and fourth Tuesday of every month we pack 175 bags of food for seniors. And also actually it extends beyond the seniors. People from the wider community can come in and get that as well. And we typically run out after 175, so we're serving a lot of people.

MAYOR RODRIGUEZ: I'm sorry. Earlier you said that you have lowered the age down to 50.

GOOD: Yes, sir. That's for the social club, the afternoon programing.

MAYOR RODRIGUEZ: Okay. I'm just thinking, because I know physically there may be a significant difference between your, let's say, 50-to-60-year-olds and folks that are maybe 70 and older. Do we have different programing opportunities for the younger crowd?

GOOD: Yes, yes we do. It's not limited. Let's say a 50-year-old comes in, the older folks are still able to participate in it. But some of that is geared specifically toward the younger of our population.

MAYOR RODRIGUEZ: Understood. No, I think that's -- working for a department that has senior programs, that's an ongoing complaint that we hear a lot from our senior population. Where I work at, that everything is really catered to the older folks. A lot of them have ability issues, and so they kind of water it down. And so the younger ones want to do more active stuff, like maybe go and have a day where they play -- what's that new tennis, pickleball, or they want to go to the zoo and walk or something like that. And so those programing elements aren't included, but I'm glad to see that we have a diversity of different opportunities for everybody.

GOOD: And it wasn't on the calendar, but we do have -- I guess it is on the calendar. But we have karaoke a couple times a week, and I know that Council Member Chavira and I sang Brooks and Dunn one time and deputy city manager was down there and stretching her pipes. And I don't remember the -- I don't remember what the song was, but it's very enjoyable. People have a good time, and I'll tell you, you guys got to see it tonight. When Luis Hinojosa came in and sang, and he's a guy -- and it seemed like it was well received. He really would come every meeting and sing, and he'd sing anything you wanted him to sing. And he's 82 years old.

I look at him. He was one of the guys that we had on a Telemundo program when they were focused here on the senior center one day. So he's very well spoken. He is also a vet, as you saw, and he was in one of those group pictures as well. So he's a one of our interesting seniors. And every morning he goes, mi coro? Mi coro? He calls everybody around to sing for the people who have birthdays. And he sings, and it's Spanish and English.

So also we have the Sprouts, which we pick up food from every Thursday. So that's four times a month, sometimes five depending on the month. And we distribute that food also that it's whatever Sprouts has. And we're looking to expand that, which I'll talk about in a moment. We do the farmers market, which is the third Wednesday of every month. And so we have more food that's delivered then. And we have commodity boxes which come from Saint Mary's on the first Friday of every month, and that's another 175 boxes. And I'll just finish up in the record.

MAYOR RODRIGUEZ: For the record this would be the only way I can afford Sprouts, but go ahead.

GOOD: So we're looking to -- yeah, we're looking to -- we'll give you a discount, Mayor. We're looking to add a couple more days to that because we just didn't have the staff. Now, with the extra positions that we've received from you, we're able to pick up more food from QT and from Sprouts. So we anticipate that we will be able to serve more, and as much as we can get, considering our staffing, we're going to get it here. And we see it as food insecurity sometimes in the community. And there's people who come in and they really need it. And you look at them and they're so grateful when they are looking back at you and they're like -- they don't say it, but they're looking at you like you have no idea how much it means to me to receive this from you. And it really touches your heart when you see that. And I'm done.

MAYOR RODRIGUEZ: Yeah. Now, chief --

UNIDENTIFIED SPEAKER: Questions or comments?

MAYOR RODRIGUEZ: Yeah. I'll just add I'm very impressed with the level and quality and quantity of what we offer our seniors here in Tolleson. And we always talk about our initiative to a quality of life here in town. And you know, creating different elements that will help people live longer, longevity. And I think socialization and physical activity and nutrition are all are hand-in-hand. And it looks like we're touching on all three. And that's critical.

That's critical because whether we want to admit it, that's where we're all headed. And so you're right. These folks, you're not talking about somebody right out of high school.

You're talking about somebody who has spent the last two, three, maybe four decades of their life laboring to raise their families and provide for them. And now in their "golden years," we should provide them a retirement opportunity that is quality. You know, here in their backyard and beyond.

And it starts with relationships. And I think you're doing a really good job of cultivating those relationships, you and your staff. And I'm very proud of that because I think here as a council, we've all been very proactive in serving the spectrum of our community. You know, we've given to the schools for our youngest kids, I mean, some of us toward the Head Start programs, and then we do a great job with our senior population as well. So very proud of that. As a member of this governing board, I'm very proud that our city does that. But I'm very cognizant that it doesn't happen by accident. It takes great people to do that. So thank you and your staff for doing that.

GOOD: Thank you, Mayor. There are recommended contributions. However, if people are not able to make those, then there is no fee. And Mayor, I appreciate your comment, and I would be remiss if I didn't talk about our staff because we have some of the biggest hearted, kindest people I've ever met that work in this department. And they are the ones that that have really established it and make it work. I kind of came in at the tail end of it. It was already going. We've tweaked some things and made some things better, but it was going amazing long before I ever got there. And it's a tribute to the staff that we have.

MAYOR RODRIGUEZ: Awesome. Other comments or questions? Yes.

GAMEZ: What are the fees those of you who do pay? What are the fees?

GOOD: Vice Council Member Gamez, I'm sorry, I didn't hear your question.

GAMEZ: What are the fees?

GOOD: There are no fees. Well, that is a suggested contribution for the meals. And there are \$4 and \$2. \$2 Generally, if someone else comes in with them, and they're not a member, then they can have a meal for \$4. Again, that's a contribution, a suggestion. If they don't have it, we don't collect it.

MAYOR RODRIGUEZ: Awesome. Again thank you Chief. Any other comments or

questions? No. Yeah we do, Vice Mayor.

GAMEZ: Keep up the great work. Lots of diverse programming and you know, they love it. You go in there and just everyone's happy and having a great time. And don't talk to them during bingo and you're good. Yeah, yeah.

GOOD: And our Vice Mayor comes down. He sings pretty regularly down there too. And "Volver Volver," I think, was his latest foray into the senior center karaoke day.

GAMEZ: Qualify. Now, Juan, you can go to the --

MAYOR RODRIGUEZ: I do.

DAVIS: You can go do salsa dancing now.

MAYOR RODRIGUEZ: October 16th, I'll be there. Thank you, Chief. Appreciate it. All right. Well, that was a really good piece of information for both Fire and Human Services Department.

I'm going to item K, I have been asked to read this. The Tolleson City Center will be temporarily closed on Wednesday, May 27th, 2026, which is today? Tomorrow from 7:30 a.m. to 1 p.m. to allow city staff to participate in an internal employee event.

UNIDENTIFIED SPEAKER: This is the annual event, Mayor and council, that we use to introduce your priorities for the year, your values, and then how we operationalize them so that we can bring it to fruition.

MAYOR RODRIGUEZ: Awesome. Thanks for the background. That's excellent news. And I'm glad we're doing that. It's a very important, going back to the earlier comment that I made, that we're on the same page and we're speaking the same language and marching in the same direction, which, of course, is to maximize benefit to our residents. So with that, we --

UNIDENTIFIED SPEAKER: We have a couple more.

MAYOR RODRIGUEZ: Okay. Go ahead, go ahead.

UNIDENTIFIED SPEAKER: Another 45 minutes.

MAYOR RODRIGUEZ: Go ahead. Let's do it, another restroom break.

SINAWI: Mayor, members of council, just a brief update. Congresswoman Adelita Grijalva has asked for some space to meet with the veterans group because she'll be

introducing a bill to support veterans in getting their residency. So that'll be this Friday, May 29th at 11:30. We'll send the information to council. She's just looking to do a small group to have a round table with veterans. And she wanted to come out to Tolleson, so we just accommodated her and her team.

And then also with Global Ties. About a year ago, we hosted a delegation from Ukraine. So Global Ties has reached out and asked if we would host a delegation of highway patrol officers from Mexico. So they'll be coming on Tuesday, June 9th. We're working out those details, and our Assistant Chief, Jeff Grow, will help to do some tours and presentations of our police department. And then we'll be hosting them for lunch and also inviting other West Valley chiefs and cities to participate in that as well.

MAYOR RODRIGUEZ: I did have a quick comment. This year at-- I guess it's kind of hard when your wife is a kindergarten teacher, but this year I was not able to attend the annual kindergarten graduation at PH Gonzalez. And so she's still upset. But I did have somebody show up and a couple of folks showed up. I think Councilwoman Mendoza, Councilwoman Chavira, definitely Vice Mayor. Were you there by chance? Okay. You got to go as well.

And I understand that Vice Mayor went on stage, did his speech, said some really good things. The book that we gave out was All the Places You Will Go. Yes, by Doctor Seuss. And Jimmy tied that into it and had interchange with the kids and got them all rowdy and loud. And of course, the teachers had to calm them back down. But it was a wonderful event.

And again, another group of great graduates starting their route toward leadership here in Tolleson. And someday they will be sitting where we're sitting, and we will be very appreciative. And they will remember Vice Mayor, who will then be in his 60s, but they will remember him that he showed up and he did that. So thank you for doing that. And thank you all for showing up, supporting our kindergartners. But anything else for the (indiscernible)?

What'd you do? What did you do? Oh, no, a of eateries. Yeah. The park, so it's worked into the downtown. Yeah, yeah, we got the canal temples, they're temples. They're

not pyramids. They're temples. Yeah, that's an Egypt. That's a that's Egipto. But anyways, no, Mexico City is always a great destination. We should do a city trip. No, I'm just kidding. But that that would -- I'm glad to hear that.

UNIDENTIFIED SPEAKER: Let's do a city.

ERIVES: Yeah.

MAYOR RODRIGUEZ: We all got our fingers and toes crossed for sure on that one. I can't talk too much about it because I'm getting the look from the City attorney. That's not agendized.

All right, folks. So with that, I think we are at the point where we can adjourn and wish everybody a wonderful evening and thanks for all the information. Another successful meeting. Muchas gracias for those of you that only speak Spanish, like myself. Do we need a motion to adjourn? We don't. Everybody have a wonderful night. Thank you. So going to hit the gavel thought, just out of tradition.

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 MAY 26, 2026. 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 May 20, 2026 to June 2, 2026.

**MEETING DATE:** June 9, 2026

**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 May 20, 2026 to June 2, 2026.

**BACKGROUND:**

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

**DISCUSSION:**

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

**BUDGET IMPACT:**

This item has no additional budget impact.

**RECOMMENDATION:**

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

**ATTACHMENTS:**

1. 05 20 26 to 06 02 26 Claims and Bills Report

**City of Tolleson**

**Checks Recorded**

**Check Dates: May 20, 2026 to June 2, 2026**

**PAYMENTS OVER \$10,000**

<b>VENDOR NAME</b>	<b>AMOUNT</b>	<b>CHECK NUMBER</b>	<b>CHECK DATE</b>
ROSSCO ELECTRIC LLC	\$245,000.00	102580	5/26/2026
KIMLEY-HORN AND ASSOCIATES INC	\$69,445.00	102550	5/20/2026
ALEX AREVALO	\$38,947.00	187691	5/21/2026
CS&S COMPUTER SYSTEMS	\$21,970.23	187758	6/1/2026
MICHAEL BREWER	\$21,776.46	187695	5/21/2026
STERLING COMPUTERS CORPORATION	\$21,641.90	102607	6/2/2026
WASTE CONNECTIONS OF ARIZONA	\$20,172.93	187751	5/28/2026
AQUATIC INFORMATICS INC	\$17,712.64	102570	5/26/2026
HONEST PLUMBING AZ LLC	\$16,377.08	187705	5/21/2026
VERCOM SYSTEMS INC	\$14,994.45	187716	5/21/2026
BREINHOLT CONTRACTING CO., INC.	\$12,508.79	187754	6/1/2026
CITY OF TOLLESON-MEDICAL	\$10,401.72	102601	6/2/2026
JAMES, COOKE & HOBSON INC	\$10,149.49	187730	5/28/2026



## CITY COUNCIL REPORT

**SUBJECT:** First Amendment to Professional Services Agreement with 4Line Studio, LLC for Tolleson Event Center Design Services

**MEETING DATE:** June 9, 2026

**TO:** Mayor and Council

**FROM:** Jason Earp, Development Services Director

**REVIEWED:** Reyes Medrano, Jr., City Manager

### **PURPOSE:**

The Development Services Department is requesting approval of the First Amendment to the Professional Services Agreement (PSA) between the City of Tolleson and 4Line Studio, LLC, for professional services related to the design and development of the Tolleson Event Center. The Amendment extends the term of the Agreement through June 30, 2027, incorporates a fee proposal for project-specific architectural and engineering services, and establishes a maximum aggregate compensation amount not to exceed \$175,000.

### **BACKGROUND:**

On September 27, 2022, the City entered into a Professional Services Agreement with 4Line Studio, LLC to provide on-call architectural services. The Agreement allows the City to utilize the consultant for architectural and related design services on an as-needed basis. This agreement had extension options through June 30, 2026.

The City acquired the partially completed building located at 9258 West Van Buren Street and is pursuing its conversion into the Tolleson Event Center. The project includes renovation of the existing approximately 5,500-square-foot structure and construction of an approximately 3,500-square-foot addition to create a community event facility.

### **DISCUSSION:**

The proposed First Amendment incorporates a project-specific fee proposal for the Tolleson Event Center. Under the proposed scope of work, 4Line Studio, LLC will provide architectural design services and coordinate subconsultants for mechanical, plumbing, electrical, structural, civil, landscape architectural, cost estimating, food service design, and geotechnical engineering services.

The proposed facility is anticipated to include a ballroom/event space with a capacity of approximately 250 occupants, meeting rooms, restrooms, bridal room, warming kitchen, business support spaces, outdoor patio area, vehicular drop-off area, and additional parking improvements.

The scope of services includes completion of schematic design, design development, and construction documents necessary for permitting and future construction of the facility. The fee proposal included with the Amendment establishes a total project cost of approximately \$171,385 for basic services. To provide flexibility for additional services and contingencies that may arise during project development, staff recommends

establishing a maximum aggregate compensation amount not to exceed \$175,000.

The Amendment also extends the term of the Agreement through June 30, 2027, to allow sufficient time for completion of the design services associated with the project.

**BUDGET IMPACT:**

Funding for the proposed services is available within the project budget established for the Tolleson Event Center. The First Amendment establishes a maximum aggregate compensation amount not to exceed \$175,000.

**RECOMMENDATION:**

Staff recommends approval of the First Amendment to the Professional Services Agreement between the City of Tolleson and 4Line Studio, LLC, for professional services related to the design and development of the Tolleson Event Center, extending the Agreement through June 30, 2027, and establishing a maximum aggregate compensation amount not to exceed \$175,000.

**ATTACHMENTS:**

1. 06 09 26 DS - First Amendment to PSA - 4Line Studio LLC - End Date 06 30 27
2. P26004 - Tolleson Event Center Concept Plan

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
4LINE STUDIO LLC**

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT (this “Amendment”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and 4LINE STUDIO, LLC, an Arizona limited liability company, (the “Consultant”), (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 Consultant entered into a Professional Services Agreement effective on June 30, for Consultant to provide the City with On-Call Architectural Services, (the “Agreement”). The terms of the Agreement and any amendments thereto, are incorporated herein by reference.

B. The City is permitted, pursuant to Section 3-5-7 of the City Code, to make purchases under the Agreement, at its discretion and with the agreement of the awarded Consultant.

C. The City and the Consultant desire to enter into this Agreement for the purpose of (i) acknowledging their contractual relationship under the Agreement and this Agreement, (ii) establishing the terms and conditions by which the Consultant may provide the City with Services, 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 considerations, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. The parties agree to amend Paragraph 1 Term of the Agreement as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, ~~2026~~**2027**.

2. The parties agree to amend Paragraph 3 Compensation of the Agreement to include a new Exhibit C, Fee Proposal, which is attached hereto.

3. The parties agree to amend Paragraph 14.14 Notices and Requests 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

4. 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.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the last date and year 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”**

4LINE STUDIO, LLC, an Arizona limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

AMENDED EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
4LINE STUDIO, LLC

(Fee Schedule + Fee Proposal)

See following pages.



4Line Studio LLC  
6155 East Indian School Road #150  
Scottsdale, Arizona 85251  
www.4linestudio.com

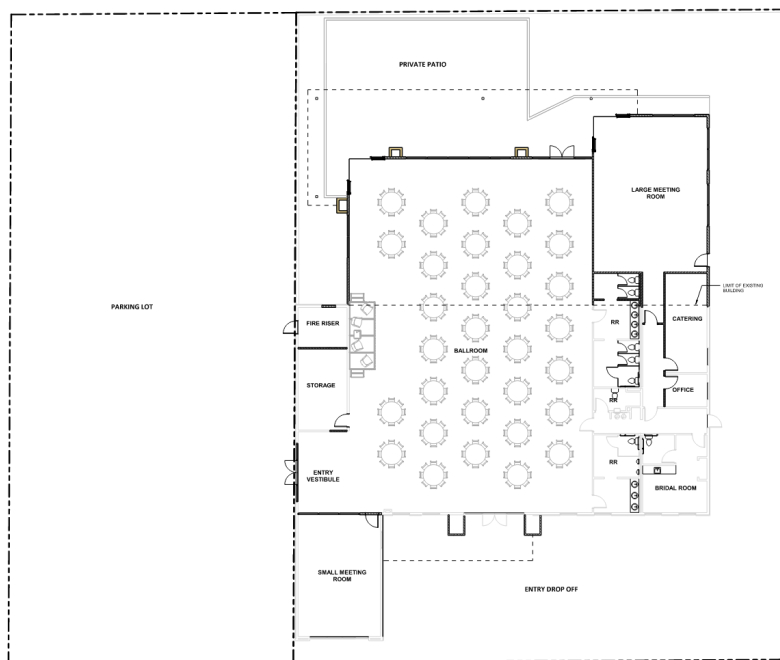
## Exhibit A – Scope Of Work

### Project Scope

Our understanding of the project scope is as follows:

The client is looking to develop the existing building located at 9258 West Van Buren Street Tolleson, Arizona 85353 to convert the existing structure into a new event space for the City of Tolleson. The existing building is +/- 5,500 sf and is roughly 80% completed through a construction project for a free standing office/medical building. The intent is to convert the existing structure into a new event space plus add +/- 3,500 sf to provide the following amenities:

- 250 Occupant Ballroom Space
- Small Meeting Room
- Large Meeting Room
- Restrooms
- Bridal Room
- Warming Kitchen
- Misc. Business Spaces
- Private Patio On North End Of Building
- Vehicular Drop Off On South Side Of Building
- New Parking Lot West Of Building On Adjacent Parcel That Will Be Part Of Larger City Owned Parcel





4Line Studio LLC  
6155 East Indian School Road #150  
Scottsdale, Arizona 85251  
www.4linestudio.com

### Project Assumptions

- Construction will not be phased and drawing packages will not be phased.
- Sufficient utilities (water, power, etc...) are available at existing property line and no off-site work is required
- All deliverables will be digital. Any physical printing/shipping will be billed as a reimbursable expense at the Client's expense with a 10% markup
- All travel expenses are included in the fees above for the number of in person meetings listed in Exhibit A.
- It is assumed that retention will be underground.
- The existing building is not sprinkled, it is assumed the project will be sprinkled as part of this project's scope, but design of the sprinkler system and fire riser is excluded from this project's scope.



4Line Studio LLC  
6155 East Indian School Road #150  
Scottsdale, Arizona 85251  
www.4linestudio.com

Project Exclusions:

- Permit, Application, Design Review Fees
- Review and Evaluation of Value Engineering Proposed By Others
- Energy Modeling
- Estimation Of Construction Schedule
- Material Inspection, Sampling and Testing Services
- Environmental Assessments
- Asbestos, Lead, and Hazardous Material Abatement and Removal
- Delegated Design Items (Structural or Otherwise)
- Building Signage + Other Non-Code Required Signage
- Rezoning Submittals/Presentations
- Lot Split/Combination Submittals
- Special City Inspections
- Specifications and Analysis for Pre-Purchase of Equipment
- Multiple Permit Packages Or Bid Package
- Review of, and Response to, Design Review by Outside Consultants (except as noted)
- LEED/SITES/WELL Building Design
- Design of Grey Water Systems
- Bidding Negotiation
- 3<sup>rd</sup> Party Utility Coordination (Except as Noted)
- Fire Alarm/Fire Sprinkler Design
- Lightning Protection Design
- Furniture Procurement
- Traffic Engineering or Studies
- Fire Flow Tests
- Utility Locating/Potholing
- IT/AV or Security Design
- Acoustical Analysis/Design
- Low Voltage Landscape Lighting Design
- Construction Staking
- NOI (Notice of Intent) Application By Contractor
- Irrigation Booster Pumping System
- Construction Administration Services
- Sub-Surface Exploration
- Design of Off-Site/Public Street, Sidewalk, Water, or Sewer Improvements
- Natural Gas/Propane Design



4Line Studio LLC  
6155 East Indian School Road #150  
Scottsdale, Arizona 85251  
www.4linestudio.com

## Basic Services:

### Task 1.0 - Schematic Design

**Task 1.1 - Architectural Services** – As part of this phase 4Line Studio LLC will work with the Client to develop a design that meets their objectives, making revisions as necessary to the exterior and interior design features of the core elements. During this phase all plans, elevations, exterior/interior finishes will be refined. Three-dimensional images will be provided. **As part of this phase 4Line Studio will attend up to two (2) in person meetings with the client**

**Task 1.2 – Mechanical And Plumbing Engineering Services** – Refer to Exhibit A.1. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 1.3 – Electrical Engineering Services** – Refer to Exhibit A.2. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 1.4 – Structural Engineering Services** – Refer to Exhibit A.3. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 1.5 – Civil Engineering Services** – Refer to Exhibit A.4. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 1.6 – Landscape Architectural Services** – Refer to Exhibit A.5. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 1.7 – Cost Estimation Services** – Refer to Exhibit A.6. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 1.8 – Food Service Design Services** – Refer to Exhibit A.7. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 1.9 – Geotechnical Engineering Services** – Refer to Exhibit A.8. **No in person meetings by the sub-consultant are expected as part of this task**



4Line Studio LLC  
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Scottsdale, Arizona 85251  
www.4linestudio.com

## Task 2.0 - Design Development

**Task 2.1 - Architectural Services** –Based on the approved SD package, 4Line Studio LLC will develop the design in further detail as needed, including:

Development of the exterior building envelope, including wall materials, window fenestration, and other design elements

Prepare wall sections for major wall assemblies and building components

Interior elevations of core spaces showing proposed millwork, interior glass openings, and proposed interior finishes

Reflected ceiling plans showing ceiling height and materials, and location of light fixtures

Progress deliverables during this phase will be informal and submitted as needed to move the project forward

Final deliverable for this phase includes a design development package in PDF form including drawings identified above.

**Task 2.2 – Mechanical And Plumbing Engineering Services** – Refer to Exhibit A.1. No in person meetings by the sub-consultant are expected as part of this task

**Task 2.3 – Electrical Engineering Services** – Refer to Exhibit A.2. No in person meetings by the sub-consultant are expected as part of this task

**Task 2.4 – Structural Engineering Services** – Refer to Exhibit A.3. No in person meetings by the sub-consultant are expected as part of this task

**Task 2.5 – Civil Engineering Services** – Refer to Exhibit A.4. No in person meetings by the sub-consultant are expected as part of this task

**Task 2.6 – Landscape Architectural Services** – Refer to Exhibit A.5. No in person meetings by the sub-consultant are expected as part of this task

**Task 2.7 – Cost Estimation Services** – Refer to Exhibit A.6. No in person meetings by the sub-consultant are expected as part of this task

**Task 2.8 – Food Service Design Services** – Refer to Exhibit A.7. No in person meetings by the sub-consultant are expected as part of this task



4Line Studio LLC  
6155 East Indian School Road #150  
Scottsdale, Arizona 85251  
www.4linestudio.com

## Task 3.0 - Construction Documents

**Task 3.1 - Architectural Services** –Based on the approved DD package, 4Line Studio LLC will continue to develop the design and drawings to furnish a complete set of documents suitable for plan review, Contractor bidding, and construction. As part of this phase 4Line Studio LLC will coordinate the drawings and specifications and incorporate into the final CD package/Contract Documents. Progress deliverables during this phase will be informal and submitted as needed to move the project forward. **As part of this phase 4Line Studio will attend up to two (2) in person meetings with the client**

4Line Studio LLC will develop architectural drawings for the use in permitting and construction for the Core and Shell scope, including:

- Code and Egress Study and Plans
- Floor Plans with Dimensions and Keynotes
- Interior Design and all finish selections
- Reflected Ceiling Plans.
- Light fixture selections
- All Necessary Details Interior and Exterior
- Sheet Specifications

**Task 3.2 – Mechanical And Plumbing Engineering Services** – Refer to Exhibit A.1. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 3.3 – Electrical Engineering Services** – Refer to Exhibit A.2. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 3.4 – Structural Engineering Services** – Refer to Exhibit A.3. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 3.5 – Civil Engineering Services** – Refer to Exhibit A.4. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 3.6 – Landscape Architectural Services** – Refer to Exhibit A.5. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 3.7 – Cost Estimation Services** – Refer to Exhibit A.6. **No in person meetings by the sub-consultant are expected as part of this task**

**Task 3.8 – Food Service Design Services** – Refer to Exhibit A.7. **No in person meetings by the sub-consultant are expected as part of this task**



4Line Studio LLC  
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**Exhibit -B Fees**

<b>Task 1.0 – Schematic Design</b>	<b>\$48,319.00</b>
Task 1.1 – Architectural Services	\$15,000.00
Task 1.2 – Mechanical and Plumbing Engineering Services	\$2,035.00
Task 1.3 – Electrical Engineering Services	\$1,584.00
Task 1.4 – Structural Engineering Services	\$2,530.00
Task 1.5 – Civil Engineering Services	\$14,300.00
Task 1.6 – Landscape Architectural Services	\$3,850.00
Task 1.7 – Cost Estimation Services	\$1,980.00
Task 1.8 – Food Service Design Services	\$1,320.00
Task 1.9 – Geotechnical Engineering Services	\$5,720.00

<b>Task 2.0 – Design Development</b>	<b>\$56,745.00</b>
Task 2.1 – Architectural Services	\$15,000.00
Task 2.2 – Mechanical and Plumbing Engineering Services	\$9,130.00
Task 2.3 – Electrical Engineering Services	\$3,168.00
Task 2.4 – Structural Engineering Services	\$2,420.00
Task 2.5 – Civil Engineering Services	\$14,025.00
Task 2.6 – Landscape Architectural Services	\$8,250.00
Task 2.7 – Cost Estimation Services	\$2,772.00
Task 2.8 – Food Service Design Services	\$1,980.00

<b>Task 3.0 – Construction Documents</b>	<b>\$66,321.00</b>
Task 3.1 – Architectural Services	\$20,000.00
Task 3.2 – Mechanical and Plumbing Engineering Services	\$8,800.00
Task 3.3 – Electrical Engineering Services	\$3,168.00
Task 3.4 – Structural Engineering Services	\$4,180.00
Task 3.5 – Civil Engineering Services	\$18,425.00
Task 3.6 – Landscape Architectural Services	\$5,500.00
Task 3.7 – Cost Estimation Services	\$3,168.00
Task 3.8 – Food Service Design Services	\$3,080.00

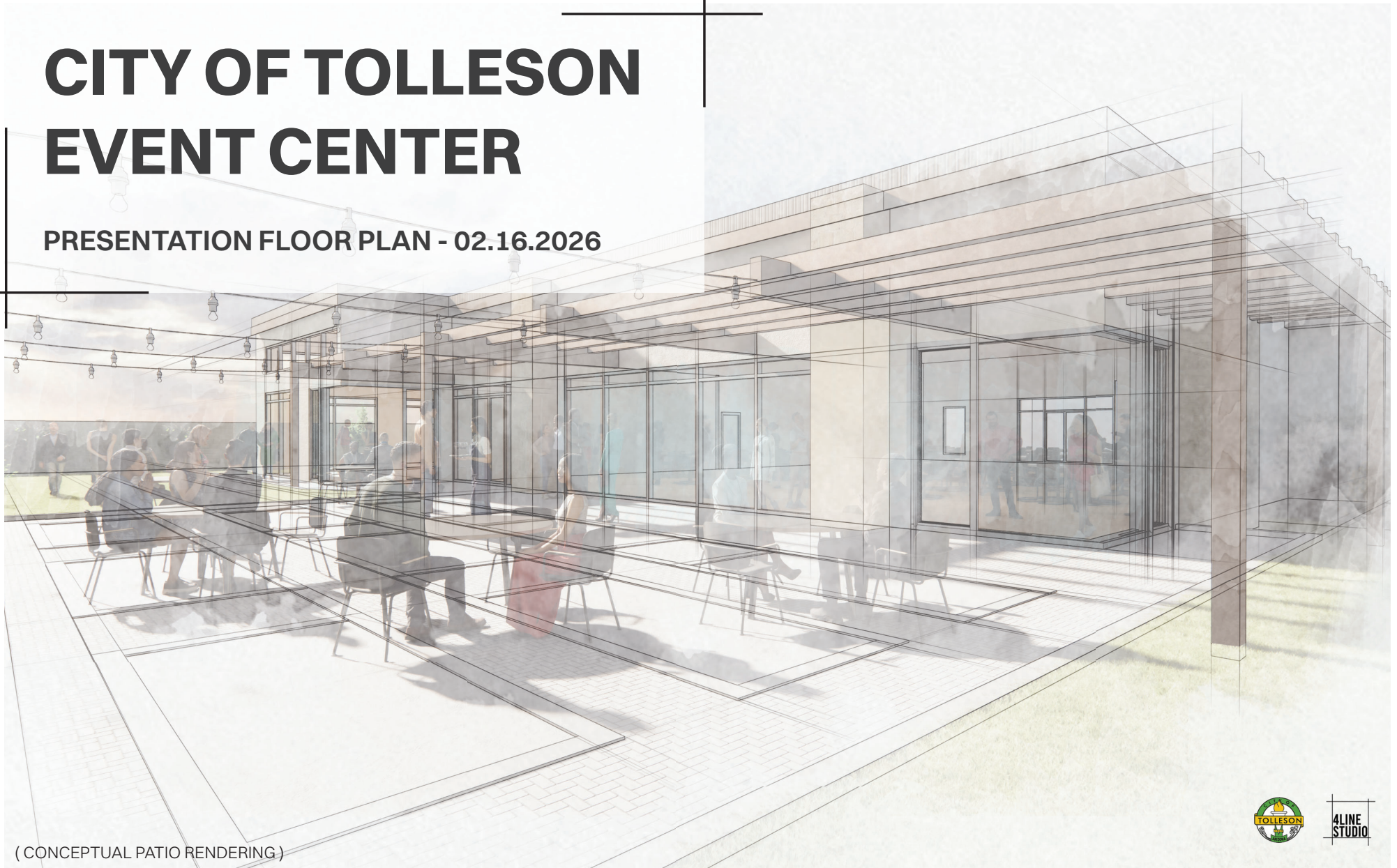
**Basic Services Total: \$171,385.00**

<b>4Line Studio LLC Additional Services Hourly Rates</b>	
Principal / Project Manager	\$195.00/hr
Project Architect	\$155.00/hr
Project Designer	\$135.00/hr

A 10% markup of all consultant fees will be applied to the total proposal costs that are provided to 4Line Studio. This same 10% markup will be applied to any additional services required by any consultants to 4Line Studio LLC.

# CITY OF TOLLESON EVENT CENTER

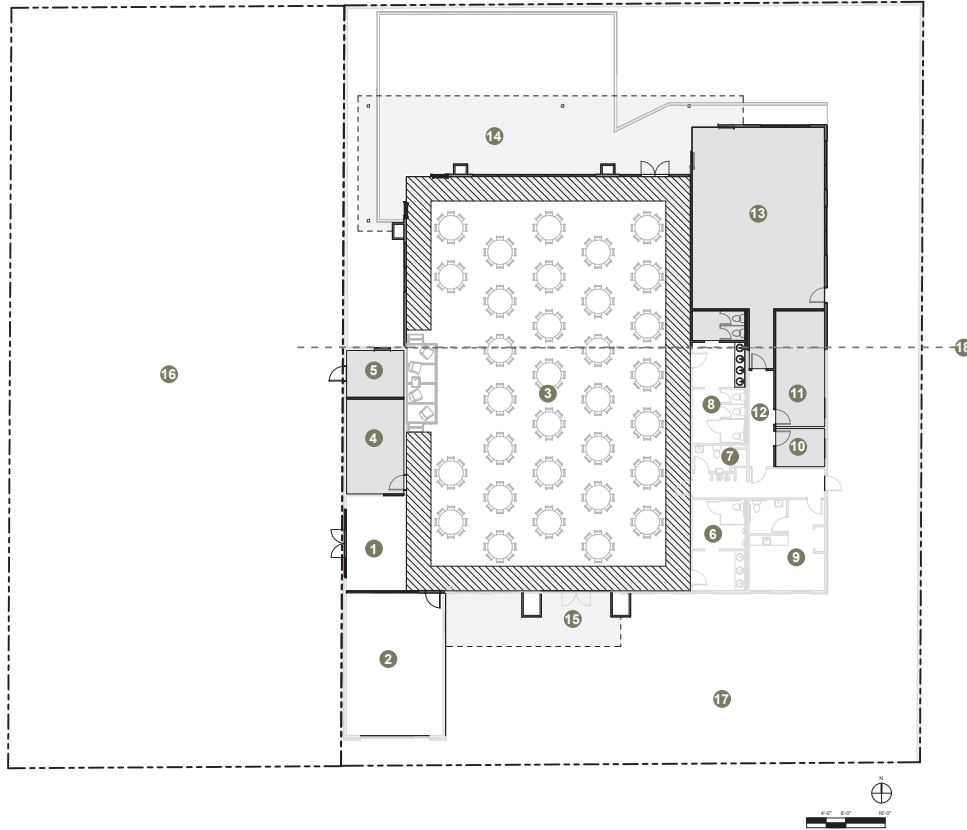
PRESENTATION FLOOR PLAN - 02.16.2026



( CONCEPTUAL PATIO RENDERING )



## FLOOR PLAN



## LEGEND

1	ENTRY VESTIBULE	235 SF
2	SMALL MEETING ROOM	570 SF
3	BALLROOM	4,880 SF
4	STORAGE	225SF
5	FIRE RISER	110 SF
6	MENS RESTROOM	200 SF
7	SINGLE USE RESTROOM	60 SF
8	WOMENS RESTROOM	285 SF
9	BRIDAL ROOM	225SF
10	OFFICE	80 SF
11	CATERING	235 SF
12	COMMON SPACE	250 SF
13	LARGE MEETING ROOM	1,060 SF
14	BACK PATIO	--
15	FRONT PATIO	--
16	PARKING LOT	--
17	VEHICULAR DROP OFF	--
18	LIMIT OF EXISTING BUILDING	--

<b>BUILDING FOOTPRINT</b>	approx.	8,415 SF
EXISTING SF		5,539 SF
PROPOSED NEW SF		3,332 SF

## CODE STUDY

### APPLICABLE BUILDING CODES

2024 INTERNATIONAL BUILDING CODE (IBC)  
 2024 INTERNATIONAL PLUMBING CODE (IPC)  
 2024 INTERNATIONAL MECHANICAL CODE (IMC)  
 2023 NATIONAL ELECTRIC CODE (NEC)  
 2024 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)  
 2024 INTERNATIONAL FIRE CODE (IFC)  
 2010 AMERICAN WITH DISABILITIES ACT (ADA)

### ZONING INFORMATION

BUILDING ADDRESS: 9258 WEST VAN BUREN STREET  
 TOLLESON, ARIZONA 85353  
 APN: 102-42-031 + 102-42-032

**ZONING: core**  
 OCCUPANCY: A-2/A-3 UNSEPARATED

### CONSTRUCTION TYPE: VB

FIRE SPRINKLER SYSTEM: YES  
 SITE AREA: 28,818 SF (.66 ACRES)

### BUILDING HEIGHT + AREA

ALLOWABLE: 24,000 SF + FRONTAGE IN-CREASE  
 ACTUAL: 5,500 SF EXISTING + 3,500 SF NEW  
 (9,000 TOTAL)

### PARKING CALCULATIONS

REQUIRED: 22 STANDARD SPACES + 1 ADA SPACE



## CITY COUNCIL REPORT



**SUBJECT:** Resolution No. 2650 - Intergovernmental Agreement with the City of Phoenix for Firefighter Health Services

**MEETING DATE:** June 9, 2026

**TO:** Mayor and Council

**FROM:** Michael Young, Fire Chief

**REVIEWED:** Reyes Medrano, Jr., City Manager

### **PURPOSE:**

The Fire Department is requesting approval of an Intergovernmental Agreement (IGA) between the City of Tolleson and the City of Phoenix for firefighter health services provided through the Phoenix Fire Department Health Center for a five-year term.

### **BACKGROUND:**

The Tolleson Fire Department is committed to maintaining the health, safety, and operational readiness of its personnel. Firefighters are routinely exposed to physically demanding conditions, hazardous materials, communicable diseases, and occupational risks that require ongoing medical monitoring and evaluation.

The Phoenix Fire Department operates a Health Center that provides specialized occupational health services designed specifically for firefighters and other public safety personnel. Through Arizona Revised Statutes § 11-952, municipalities may enter into intergovernmental agreements for the joint provision of services and cooperative activities.

### **DISCUSSION:**

The proposed IGA will allow Tolleson Fire Department personnel to receive firefighter-specific health services through the Phoenix Fire Department Health Center. Services available under the agreement include annual physical examinations, immunizations, return-to-work evaluations, exposure management, infection control services, tuberculosis testing, and other occupational health services as needed.

The Health Center's firefighter physical examination program includes comprehensive medical evaluations consisting of laboratory testing, hearing and vision assessments, pulmonary function testing, cardiac stress testing, chest x-rays, immunization reviews, and physician consultations. These services assist the City in meeting applicable occupational health standards and supporting firefighter wellness initiatives.

The agreement provides a five-year term and allows either party to terminate the agreement with thirty days' written notice. Services will be provided on an as-needed basis, and the City will only pay for services utilized by Tolleson Fire Department personnel. The agreement also provides access to specialized firefighter health resources and expertise that would not be practical for the City to provide independently.

Participation in this program will enhance the Department's ability to monitor firefighter health, identify

occupational health concerns early, support return-to-work decisions, and maintain compliance with applicable firefighter health and safety standards.

**BUDGET IMPACT:**

Costs associated with the agreement will be based on actual services utilized by Tolleson Fire Department personnel. Funding for firefighter health and wellness services is included within the Fire Department's annual operating budget. Expenditures will vary depending on the number and type of services utilized during the term of the agreement.

**RECOMMENDATION:**

Staff recommends approval of Resolution No. 2650 approving the Intergovernmental Agreement between the City of Tolleson and the City of Phoenix for firefighter health services provided through the Phoenix Fire Department Health Center and authorizing the City Manager to execute the Agreement.

**ATTACHMENTS:**

1. Res 2650 City of Phoenix Fire Department IGA for Firefighter Health Services 06 09 26

**RESOLUTION NO. 2650**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE CITY OF PHOENIX FOR FIREFIGHTER HEALTH SERVICES PROVIDED THROUGH THE PHOENIX FIRE DEPARTMENT HEALTH CENTER FOR A FIVE-YEAR TERM; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**WHEREAS**, the City of Tolleson desires to provide comprehensive firefighter health services to members of the Tolleson Fire Department, including physical examinations, immunizations, return-to-work evaluations, exposure management, and other occupational health services; and

**WHEREAS**, the City of Phoenix operates the Phoenix Fire Department Health Center and is authorized to provide firefighter health services to other governmental entities through intergovernmental agreements pursuant to Arizona Revised Statutes § 11-952; and

**WHEREAS**, the City of Tolleson and the City of Phoenix desire to enter into an Intergovernmental Agreement for the provision of firefighter health services for the benefit of Tolleson Fire Department personnel; and

**WHEREAS**, the Mayor and Council find that entering into the Intergovernmental Agreement is in the best interests of the City of Tolleson and promotes the health, safety, and welfare of City personnel and the community.

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

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

Section 2. The term of this Agreement shall commence on the Effective Date and shall continue in force for five (5) years, unless earlier terminated in accordance with the terms of the Agreement.

Section 3. The Intergovernmental Agreement between the City of Tolleson and the City of Phoenix for firefighter health services provided through the Phoenix Fire Department Health Center is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 4. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 5. This Resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Tolleson, Arizona, on this 9th day of June, 2026.

\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Justin Pierce, City Attorney

**EXHIBIT A**

**TO**

**RESOLUTION NO. 2650**

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF PHOENIX  
AND  
THE CITY OF TOLLESON  
FOR FIREFIGHTER HEALTH SERVICES AT THE PHOENIX FIRE DEPARTMENT  
HEALTH CENTER**

AGREEMENT NO. \_\_\_\_\_  
(City of Phoenix)

This Intergovernmental Agreement (“IGA”) is entered into this \_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department (“the City”), and the City of Tolleson, for and on behalf of the Tolleson Fire Department (“the Customer”). Throughout this Agreement, the City and the Customer individually may be referred to as “Party” and may be referred to collectively as “Parties” to this Agreement.

**RECITALS**

**WHEREAS**, the City Manager of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

**WHEREAS**, the City is authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix; and,

**WHEREAS**, agreements for mutual assistance and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

**WHEREAS**, it is the desire of the municipalities, governmental jurisdictions, agencies and fire districts participating in this Agreement, to work together for mutual benefit of the public, Customer’s community and all of the Customer’s personnel; and,

**WHEREAS**, the Customer desires to participate in the firefighter health services offered at the Phoenix Fire Department Health Center (the “Health Center”); and,

**WHEREAS**, the City has entered into an Agreement with a Medical/Occupational and Wellness Health Services vendor to furnish services and operate the Health Center including, but not limited to, annual firefighter physical examinations; and,

**WHEREAS**, the City desires the participation of the Customer to more effectively provide annual firefighter medical examinations for sworn personnel as required by (i) federal and state law and/or national fire service standards; and (ii) regulations as deemed necessary by the Fire Chiefs of their respective fire departments; and,

**WHEREAS**, Ordinance No. S-\_\_\_\_\_ dated \_\_\_\_\_ authorized the City to enter into an agreement with Tolleson Fire Department for the Health Center to provide services to Tolleson Fire Department firefighters and police officers.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

### **ARTICLE I. PURPOSE**

1. The purpose of this Agreement is to define the delivery of health services that will be provided by the Health Center to the Customer. These services include physical examinations, immunizations, return to work evaluations, and exposure management.
2. The Customer will reimburse the City for all services performed. In addition, the provision of services to other jurisdictions will not negatively impact the City's public safety personnel.

### **ARTICLE II. STATEMENT OF SERVICES**

1. The Customer's personnel may participate in the selected health services and programs, as listed in Exhibit A – IGA Services Menu, provided by the Health Center and any other such employee health and safety programs the Health Center may have to offer. If any other such employee health and safety programs that the Health Center may offer are to be utilized by Customer personnel, all such health and safety programs will only be made available and provided after written contract amendment to this Agreement. Services are to be provided at the Health Center or such other location designated by the City.

### **ARTICLE III. TERM OF THE AGREEMENT**

1. **Term:**  
This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years, or until terminated by formal act of the Parties.
2. **Termination:**  
Either party may terminate this Agreement at any time by providing thirty days (30) written notice to the other Party. Either Party at their convenience, by written notice,

may terminate this Agreement. If this Agreement is terminated, the Customer will be liable under the provisions of this contract for services and material rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

## **ARTICLE IV. GENERAL TERMS AND CONDITIONS**

### **1. Governing Law; Forum; Venue:**

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

### **2. Implied Contract Terms:**

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

### **3. Entire Agreement; No Waiver; Amendment:**

This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

### **4. Confidentiality and Data Security:**

**4.1** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Customer in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Customer will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

- 4.2** Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Customer must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- 4.3** In the event that data collected or obtained by the Customer in connection with this Agreement is believed to have been compromised, Customer will notify the City Privacy Officer immediately. Customer agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- 4.4** Customer agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Customer. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 4.5** The obligations of Customer under this Section will survive the termination of this Agreement.

**5. Health Insurance Portability and Accountability Act (HIPAA) of 1996:**

The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. The Parties warrant that each will cooperate in the course of performance of the Agreement so that the Parties will be in compliance with HIPAA.

**6. Third-Party Beneficiary Clause:**

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**7. Fund Appropriation Contingency:**

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the contract item as an expenditure. The Parties cannot

assure that the budget item for funding this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

**8. No Joint Venture:**

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

**9. Assignment and Delegation:**

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

**10. Independent Contractor Status:**

The Parties agree that neither party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. Neither Customer nor any of Customer's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. Customer, its employees and subcontractors are not entitled to worker's compensation benefits from the City.

**11. Workers' Compensation:**

The Parties agree that it is the responsibility of each Party to ensure that its employees are notified in accordance with the provision of Arizona Workers' Compensation Law, specifically, A.R.S. § 23-1022, or any amendment thereto, and that all such notices, as required by such laws, shall be posted accordingly. That by signing this Agreement and to ensure compliance with the notice posting requirements, each Party grants consent to all other Parties to inspect that Party's respective premises and work places upon request of any of the other Parties. However, nothing in this Agreement should be construed as imposing a duty to inspect another Party's respective premises and work places, and this agreement does not create a joint or employer/employee relationship between a Party and another Party's employees.

**12. Severability:**

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

**13. Compliance with Laws:**

The Customer will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

**14. Drug Free Workplace:**

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party’s breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

**15. Immigration Requirements:**

The Parties will comply with the Immigration Reform and Control Act of 1986 (“IRCA”) and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party’s breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

**16. Legal Worker Requirements:**

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Customer agrees that:

**16.1** Each subcontractor the Customer uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

**16.2** A breach of warranty will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

**16.3** Only through an audit with the Customer, will the City retain the legal right to inspect the papers of the Customer or subcontractor employee(s) who work(s) on this Agreement to ensure that the Customer or subcontractor is complying with the warranty.

**17. Disposition of Property:**

Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

**ARTICLE V. PAYMENTS**

**1. Contracted Rates:**

The current rates for health services and programs are as set forth in Exhibit A – IGA Services Menu.

**2. Invoicing:**

The City will issue invoices, on a thirty (30) day cycle, to the Customer for the selected services and for any other programs and/or services offered to and received by the Customer's personnel pursuant to this Agreement. Infection control services will be billed annually on the last day of the month of December.

**3. Payments:**

The Customer shall make payment to the City for all amounts invoiced at the applicable rates. It is further agreed that a violation of this Paragraph will cause irreparable harm, justifying injunctive relief in a court of law. A violation of this Paragraph may result in immediate termination of this Agreement without notice. The obligations of the Customer under this Paragraph shall survive the termination of this Agreement.

**ARTICLE VI. INSURANCE AND INDEMNIFICATION**

**1. Insurance:**

The physicians contracted by the City to deliver the services provided by this Agreement shall have medical malpractice and professional liability insurance at limits of no less than one million dollars (\$1,000,000). All insurance coverage and self-insured retention or deductible portions, except workers' compensation insurance and professional liability insurance, if applicable, shall, for claims arising out of the performance of the Agreement, name, to the fullest extent permitted by law, the Parties and their agents, representatives, officers, directors, officials and employees as additional insureds.

**2. Indemnification:**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) ("Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save and hold harmless the other party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

## ARTICLE VII. NOTICES

1. Any notice, consent, or other communication (“notice”) required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to City:

Phoenix Fire Department  
150 S. 12<sup>th</sup> Street  
Phoenix, AZ 85034

Attn: Michael J. Duran  
Phoenix Fire Chief  
Telephone: (602) 256-3189  
Fax: (602) 262-4429

If to Contractor:

Tolleson Fire Department  
203 North 92<sup>nd</sup> Avenue  
Tolleson, AZ 85353

Attn: Michael Young  
Tolleson Fire Chief  
Telephone: (623) 936-8500  
Fax: (623)

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

**IN WITNESS WHEREOF**, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

**CITY OF PHOENIX, a municipal corporation**  
Ed Zuercher, City Manager

By: \_\_\_\_\_  
Michael J. Duran  
Fire Chief

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David Lavelle  
Assistant Chief Counsel

**CITY OF TOLLESON, a municipal corporation**  
Reyes Medrano Jr., City Manager

By: \_\_\_\_\_  
Michael Young  
Fire Chief

ATTEST:

\_\_\_\_\_  
City Clerk, Tolleson

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Tolleson

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

**CITY OF PHOENIX**

By: \_\_\_\_\_  
David Lavelle  
Assistant Chief Counsel

Date: \_\_\_\_\_, 2026

**CITY OF TOLLESON**

By: \_\_\_\_\_  
City Attorney, Tolleson

Date: \_\_\_\_\_, 2026

# EXHIBIT A

## IGA Services Menu



Phoenix Fire Department  
 Health & Wellness Center  
 150 S. 12<sup>th</sup> Street  
 Phoenix, AZ 85034

# IGA Services Menu

(Exhibit A)

**Requesting Agency Name:**  
*(i.e., City of Phoenix Fire Department)*

All services listed are available based on Health and Wellness Center scheduling capacity limitations. Our services are offered to outlying agency active fire personnel (sworn and non-sworn) and specialty unit law enforcement personnel that require the use of a Self-Contained Breathing Apparatus (SCBA) as part of their essential job duties.

The Physical Exam is offered as the baseline service for the IGA. Additional services are offered in our services menu at additional costs. The contracting agency requesting the IGA must identify their intentions regarding the additional services by selecting to “Opt In” or “Opt Out” of each service from the menu options below.

	Service	Each
P H Y S I C A L  E X A M	<p><b><u>PHYSICAL EXAM:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Patient Health Review Survey</b></li> <li>• <b>Blood testing and analysis consisting of: Chem 18/HDL/Lipid Panel/CBC/Uric Acid, UA/Micro</b></li> <li>• <b>Prostate Specific Antigen (PSA) blood test - (Males only, age <u>40</u> and older)</b></li> <li>• <b>Hepatitis-B Antibodies – FF Recruits/New Patients only</b></li> <li>• <b>Hepatitis-C Antibodies – FF Recruits/New Patients only</b></li> <li>• <b>Varicella Titer – FF Recruits only</b></li> <li>• <b>Hearing Conservation Program - Hearing Test and Evaluation (assessed in an ANSI-approved soundproof audiometric booth)</b></li> <li>• <b>Visual Acuity Testing &amp; Evaluation</b></li> <li>• <b>Vital Signs - temperature, pulse, respiratory rate, and blood pressure</b></li> <li>• <b>Spirometry/Pulmonary Function Test &amp; Evaluation</b></li> <li>• <b>EKG Stress Test (treadmill)</b> <ul style="list-style-type: none"> <li>○ <i>FF Recruits/New Patients complete a MAX Treadmill test; a Sub-max treadmill test is performed annually thereafter unless otherwise determined by a Health &amp; Wellness Center Clinician. Non-sworn fire personnel complete a resting EKG only.</i></li> </ul> </li> <li>• <b>Chest X-Ray</b> <ul style="list-style-type: none"> <li>○ <i>FF Recruits/New Patients for baseline and every <u>4</u> years thereafter, unless Health &amp; Wellness Center Clinician determines otherwise.</i></li> </ul> </li> <li>• <b>Skin fold measurement by calipers, body weight, &amp; height</b></li> <li>• <b>Immunization history screening and review</b></li> <li>• <b>Consult with physician or physician assistant to discuss physical examination</b> <ul style="list-style-type: none"> <li>○ Level-A Doctors Written Statement of Respiratory Usage Form Completion</li> <li>○ Tier Medical Assessment Form Completion</li> </ul> </li> </ul>	\$718.00
	<p><b>ADDITIONAL SERVICES:</b>          Please select to “Opt In” or “Opt Out” for each service menu option below.</p>	

<b>T I E R  P R O G R A M</b>	<p><b><u>TIER PROGRAM</u></b> The Tier 4 Health Assessment is a program that places members in a category or <i>tier</i> based on their annual physical assessment. Historically, we have recommended removing people from active duty if we saw something during their physical that was unhealthy, dangerous, or physically limiting. These <i>not-fit-for-duty</i> members were prescribed rehabilitation methods with the goal of returning them back to active duty as soon as possible. <b><u>This program is rehabilitative, not punitive.</u></b></p> <p>“Opting in” to our Tier Program requires that the participating agency cover the costs of Tier follow ups, lab testing, and treadmill testing for their members. Peer Fitness Trainer Support or resources should be made available through the participating agency to assist their employees in wellness improvement. The PFD Health &amp; Wellness Center’s role is to identify the employee’s Tier status. Management of employee’s progress regarding follow-ups and testing, shall be the employer’s responsibility. (Tier Program Defined document provided upon request)</p>	<input type="checkbox"/> <b>OPT IN</b> TIER Program	<input type="checkbox"/> <b>OPT OUT</b> TIER Program
	TIER Follow-Up	<b>\$75.00</b>	<b>\$0.00</b>
	TIER Follow-Up with Treadmill	<b>\$200.00</b>	<b>\$0.00</b>
	TIER Lab Draw (Repeat A1c Lab retesting)	<b>\$37.00</b>	<b>\$0.00</b>
<b>I M M U N I Z A T I O N S</b>	<p><b><u>IMMUNIZATIONS</u></b> “Opting in” to the immunization program assures that we will provide vaccinations to your department members. Immunizations will only be administered if it is deemed necessary by Health &amp; Wellness Center Medical Team. Your department will only be billed for the immunizations given to your members. Every effort will be made to provide the most effective immunization series that is medically necessary to protect the member.</p>	<input type="checkbox"/> <b>OPT IN</b> Immunizations	<input type="checkbox"/> <b>OPT OUT</b> Immunizations
	<b>Tdap (Tetanus/Diphtheria/Pertussis) 1 shot</b>	<b>\$68.25 x 1</b>	<b>\$0.00</b>
	<b>Tetanus/Diphtheria 1 shot</b>	<b>\$50.70 x 1</b>	<b>\$0.00</b>
	<b>MMR (Measles/Mumps/Rubella) 2 shot series</b>	<b>\$80.60 x 2</b> (\$161.20/series)	<b>\$0.00</b>
	<b>Hepatitis-A (Havrix) 2 shot series</b>	<b>\$121.55 x 2</b> (\$243.10/series)	<b>\$0.00</b>
	<b>Hepatitis-B (Engerix) 3 shot series</b> (+ blood draw to check antibodies after completed series)	<b>\$56.55 x 3</b> (\$169.65/series)	<b>\$0.00</b>
	<b>Twinrix (Hep A and B Combo) 3 shot series</b> (+ blood draw to check Hep-B antibodies after completed series)	<b>\$147.55 x 3</b> (\$442.65/series)	<b>\$0.00</b>
<b>T B  T E S T I N G</b>	<p><b><u>TB TESTING</u></b> By “opting in” for the T-Spot TB blood testing you agree that your department will pay for the Phoenix Fire Department Health &amp; Wellness Center to perform T-Spot TB blood testing for all your new hire firefighter recruits/new patients to establish a baseline and then on any of your members should a TB exposure occur while on duty.</p>	<input type="checkbox"/> <b>OPT IN</b> T-Spot TB Testing	<input type="checkbox"/> <b>OPT OUT</b> T-Spot TB Testing
	T-Spot TB Blood Test (FF Recruits/New Patients for baseline and then following TB exposure only)	<b>\$85.00</b>	<b>\$0.00</b>

<b>R T W E V A L S</b>	<p><b><u>Return to Work Evaluations</u></b> Occasionally, your department may request that an employee be evaluated at the PFD Health &amp; Wellness Center regarding a return-to-work evaluation. These evaluations take place after a release to full duty by employee's treating surgeon or physician for an injury or illness. Costs associated with a return-to-work evaluation may vary depending on what is needed. Below are the base costs. Choosing to "opt in" for this service will allow your members to be seen at the Health &amp; Wellness Center for these types of visits. Your department will only be billed for the services provided at the time of the visit.</p>	<input type="checkbox"/> <b>OPT IN</b> Return to Work Evals	<input type="checkbox"/> <b>OPT OUT</b> Return to Work Evals
	<p><b>Return to Work Evaluation Assessment</b> (Clinician's review of all notes and work release information related to Return-to-Work injury or illness)</p>	<b>\$100.00</b>	<b>\$0.00</b>
	<p><b>Return to Work Physical Exam by Clinician</b> (Clinician's physical exam of patient related to Return-to-Work injury or illness)</p>	<b>\$100.00</b> (minimum) <b>\$105.00 / hr.</b> (after first hour with Clinician)	<b>\$0.00</b>
	<p><b>X-Ray per view if required</b> (cost varies based on the location and complexity of the injury)</p>	<b>\$70.50-200.00</b>	<b>\$0.00</b>
	<p><b>Resting EKG</b></p>	<b>\$67.00</b>	<b>\$0.00</b>
	<p><b>Bloodwork Testing if required</b></p>	<b>Per Test</b>	<b>\$0.00</b>
<b>R E C O R D S  R E Q U E S T S</b>	<p><b><u>Medical Records Requests</u></b></p>	<b>Flat Rate</b>	
	<p><u>Individual requests</u> for medical records for personal reasons will be completed at no charge with the receipt of a signed medical records release authorization. Please allow 5-7 business days for completion of request.</p>	<b>Individual</b>	<b>\$0.00</b>
	<p><u>For requests of 25 medical records or less</u> we will provide 1 year of physical exam information (most recent) to include: clinician's notes, all test results, and complete immunization record at no charge. Requests will be filled upon receipt of signed medical records release authorization. Please allow 14 business days for completion of requests.</p>	<b>25 or less</b>	<b>\$0.00</b>
	<p><u>For requests of more than 25 medical records</u> we will provide 1-3 years of physical exam information, to include: clinician's notes, all test results, and immunization records and a flat rate will be charged. Requests will be filled upon receipt of signed medical records release authorizations. Please allow 30-45 business days for completion of requests.</p>	<b>25 or more</b>	<b>\$1,000.00</b>

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**Infection Control Program and ICO Assistance**

Please note: Geographically, we are limited on the distance that this service can be provided. Therefore, this option is only available to agencies within the Phoenix Metropolitan area.

For agencies within the Phoenix Metropolitan area, choosing to “opt in” for the Infection Control Program, we will provide your members with Infection Control Officer assistance based on the following objectives and responsibilities. Pricing details for this service are listed below.

**Major Objectives:**

- To ensure quality of care of patients and department members.
- To provide a liaison between medical facilities, the medical examiner and the state’s public health office.
- To assist your department ensuring compliance with federal, state and local laws and regulations.
- To develop and institute a comprehensive program for exposure notification and medical follow-up.
- To monitor compliance with department’s infection control practices/procedures.
- To update exposure control program to include T.B. control.

**PFID Infection Control Officer Responsibilities:**

- Work with administration, risk management and safety on infection control and related compliance issues.
- Establish and maintain records on employee exposures, medical follow-up and personnel health.
- Will ensure reporting and documentation of exposures, medical follow-up, confidentiality and record keeping.
- Work with medical facility representatives to ensure timely exposure notification, testing and reporting.
- Will interview and assist exposed department personnel.
- Assist in evaluation of new products and equipment relating to infection control – OSHA compliance.
- Assist with the development of new infection control policies and procedures for your department.
- Work with medical examiner regarding exposures involving deceased persons.

**OPT IN**  
Infection  
Control  
Program

**OPT OUT**  
Infection  
Control  
Program

Annual Per Member Fee (active members only)

**\$66.00**

**\$0.00**

*If participating in the Infection Control program, the fees listed below apply and will only be billed to your department if an exposure occurs and testing or treatment is required. Please note: This contract does not include or cover prophylaxis. Prophylaxis charges received by Phoenix Fire will be recovered via invoice to the participating agency.*

Exposure Consult with Health & Wellness Center Clinician

**\$75.00**

**\$0.00**

Hepatitis C Antibody (lab draw)

**\$44.00**

**\$0.00**

Hepatitis C Confirmatory (lab draw)

**\$100.00**

**\$0.00**

HIV Antibody (lab draw)

**\$25.00**

**\$0.00**

Hepatitis A Vaccine (Havrix) **2 shot series**

**\$121.55 x 2**  
(\$243.10/series)

**\$0.00**

Tetanus/Diphtheria Vaccine **1 shot**

**\$50.70**

**\$0.00**

Tdap Vaccine (Tetanus/Diphtheria/Pertussis) **1 shot**

**\$68.25**

**\$0.00**

Activation of Post Exposure Prophylaxis (PEP) Line  
(pricing may vary depending on service provided by PEP Clinician)

**\$250.00**

**\$0.00**

### **Physical Exam Scheduling:**

We will provide all participating agencies with the appropriate number of designated appointment dates and time slots for your member's physical exams (firefighter recruits, new patients, and annual physicals). Once the dates and times have been provided, it will be up to your department's liaison to provide our scheduler with the individual names of the members that will be occupying the time slots. For firefighter recruits and new patients, the Patient Health Review packet will need to be completed as a "new" patient and received at the PFD Health & Wellness Center at least 5 business days prior to the appointment date to create an Electronic Health Record, medical chart, and prepare the appropriate paperwork that will be needed at the time of the visit. Not providing the requested packet in the requested time frame, may result in the release of the scheduled physical exam appointment.

### **Firefighter Recruit Physical Exam Scheduling:**

Our annual physical schedule is completed 60-90 days in advance. Every effort will be made to accommodate firefighter recruit physical requests when ample notice is given to the Health & Wellness Center. Short notice requests for firefighter recruit physical spots will be considered, but accommodations are not guaranteed.

All other appointment types (i.e., Exposure Consults & Return to Work Evaluations) will be scheduled on an individual basis.

### **Bloodwork/Lab Draws:**

#### FF Recruits/New Patients:

All bloodwork required for firefighter recruits or new patient physical exams shall be drawn at the PFD Health and Wellness Center located at 150 S. 12<sup>th</sup> St., Phoenix, AZ. This is a fasting lab draw. No food eight (8) hours prior to lab draw, only black coffee and water are permissible during the eight (8) hour fasting period. The fasting lab draw should be completed 3-5 business days prior to the scheduled physical exam. The Patient Health Review Packet information must be provided to the Health & Wellness Center prior to lab work being drawn. An Electronic Health Record must be established in advance to link the lab work to the patient record.

#### Annual Physical Bloodwork/Lab Draws:

Once the initial (pre-hire or new patient) lab draw is completed at the Health & Wellness Center, contracting agencies may continue to utilize the Health & Wellness Center for all annual physical lab work, or they may have lab work done at a lab location through the contracted lab vendor with the Phoenix Fire Department Health & Wellness Center. No internal blood draws within your department will be permitted, unless facilitated with Phoenix Fire Health & Wellness Center staff. All participating agencies shall work with the PFD Health & Wellness Center staff to coordinate the bloodwork required for your department, confirm contracted lab vendor and locations, and ensure the correct lab slips are provided to the lab at the time of the blood draws. The Phoenix Fire Department's contract agreement with our laboratory services vendor does not include "on site" phlebotomy services for wellness fairs or events held at individual fire departments. Services rendered for "on site" phlebotomy will need to be arranged with the lab separately and all "on site" phlebotomy service charges will be the responsibility of the fire department requesting these services.

### **Cancellations, No Shows, and Unused Reserved Appointments:**

Life is busy, and we understand that unforeseen circumstances can take place preventing members from making their scheduled appointments. We would appreciate a minimum 24-hour notice for cancellations. We will work with your department's liaison, or with the individual, to reschedule an appointment due to unavoidable circumstances. However, a no show with no call to notify our department, or reserved appointment slots that are unused, may result in a charge to your department. We want to be respectful of your time and would ask for the same courtesy in return.

## CITY COUNCIL REPORT



**SUBJECT:** Cooperation Agreement with Maricopa County for Participation in the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs

**MEETING DATE:** June 9, 2026

**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 a Cooperation Agreement between the City of Tolleson and Maricopa County for participation in the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs for Federal Fiscal Years 2027, 2028, and 2029.

**BACKGROUND:**

Maricopa County participates as an Urban County under the Housing and Community Development Act of 1974 and is eligible to receive federal funding through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs administered by the U.S. Department of Housing and Urban Development (HUD).

The City of Tolleson has historically participated in the Maricopa County Urban County Program through a Cooperation Agreement. Participation in the program allows the City to access federal funding opportunities that support community development, affordable housing, public services, neighborhood improvements, and programs that benefit low- and moderate-income residents.

**DISCUSSION:**

The proposed Cooperation Agreement will continue the City's participation in Maricopa County's Urban County Program for Federal Fiscal Years 2027, 2028, and 2029. Through this agreement, the City will be included in Maricopa County's Consolidated Plan, Annual Action Plans, and Consolidated Annual Performance and Evaluation Reports submitted to HUD.

Participation in the Urban County Program provides the City with access to CDBG, HOME, and ESG funding opportunities that may be used for eligible community development, housing, homelessness assistance, and public infrastructure projects that benefit Tolleson residents. The Agreement authorizes Maricopa County to act on behalf of participating municipalities in administering the federal programs and coordinating compliance with applicable federal regulations.

The Agreement requires participating municipalities to cooperate with Maricopa County in the planning, implementation, reporting, and administration of eligible projects and activities. The term of the Agreement

covers Federal Fiscal Years 2027 through 2029, beginning July 1, 2026, and ending June 30, 2029.

Approval of the Agreement will ensure the City's continued eligibility to receive and administer federal grant funding through the Maricopa County Urban County Program and support future community development initiatives that benefit Tolleson residents.

**BUDGET IMPACT:**

There is no direct financial obligation associated with approval of the Cooperation Agreement. Participation in the Agreement allows the City to remain eligible for federal CDBG, HOME, and ESG funding opportunities administered through Maricopa County. Future grant-funded projects and programs will be presented to the Mayor and Council for approval as necessary and will be subject to available funding allocations.

**RECOMMENDATION:**

Staff recommends approval of Resolution No. 2648 approving the Cooperation Agreement between the City of Tolleson and Maricopa County for participation in the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs for Federal Fiscal Years 2027, 2028, and 2029, and authorizing the Mayor to execute the Agreement.

**ATTACHMENTS:**

1. Res 2648 Maricopa County Cooperation Agreement for CDBG Program for FY 27-29 06 09 26

**RESOLUTION NO. 2648**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF TOLLESON AND MARICOPA COUNTY FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAMS FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING THAT THE AGREEMENT SHALL BE EFFECTIVE UPON ITS EXECUTION.**

**WHEREAS**, Maricopa County, as an Urban County under the Housing and Community Development Act of 1974, as amended, is eligible to receive Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) funding from the United States Department of Housing and Urban Development; and

**WHEREAS**, the City of Tolleson desires to participate with Maricopa County in the Urban County Program for Federal Fiscal Years 2027, 2028, and 2029 through a Cooperation Agreement; and

**WHEREAS**, participation in the Cooperation Agreement allows the City of Tolleson to be included in Maricopa County's Consolidated Plan and Annual Action Plans for purposes of receiving and administering CDBG, HOME, and ESG funding and related community development activities; and

**WHEREAS**, the Mayor and Council find that approval of the Cooperation Agreement is in the best interests of the City of Tolleson and its residents.

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

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

Section 2. The term of this Agreement shall be for Federal Fiscal Years 2027, 2028, and 2029, commencing July 1, 2026 through June 30, 2029, and shall remain in effect as provided in the Cooperation Agreement.

Section 3. The Cooperation Agreement between the City of Tolleson and Maricopa County for participation in the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 4. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Cooperation Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 5. This Resolution shall take effect immediately upon its passage, adoption, and execution of the Cooperation Agreement.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Tolleson, Arizona, on this 9th day of June, 2026.

\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Justin Pierce, City Attorney

**EXHIBIT A**

**TO**

**RESOLUTION NO. 2648**

[Cooperation Agreement]

See following pages.

**A COOPERATION AGREEMENT BETWEEN MARICOPA COUNTY  
AND  
PARTICIPATING MUNICIPALITY  
FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**THIS AGREEMENT** is made and entered into this 24th day of June, 2026 by and between Maricopa County, a political subdivision of the State of Arizona, hereinafter called “County”, and the City of Tolleson, located in the County of Maricopa, hereinafter called “Municipality”; used individually or collectively, hereinafter called “Party” or “Parties”.

**W I T N E S S E T H**

**Whereas** two laws have been enacted, Public Law 93-383, the Housing and Community Development Act of 1974, Title I as amended, and Public Law 101-625, HOME Investment Partnership Act at Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended; hereafter called “the Acts”; and

**Whereas** the County, as an “Urban County”, as that term is used in the Acts, is eligible to receive funds under the Acts, has final responsibility for selecting Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grant (ESG) activities, and is authorized to undertake or to assist in the undertaking of essential community development and housing assistance activities which shall be funded from annual CDBG, HOME and ESG grants from Federal Fiscal Years 2027, 2028, 2029 appropriations and from any program income generated from the expenditure of such funds, and

**Whereas** the CDBG, HOME and ESG regulations issued pursuant to the Acts provide that qualified Urban Counties must submit a Consolidated Plan and Annual Action Plans hereafter called “Plan” or “Plans”, and Consolidated Annual Performance and Evaluation Reports (CAPERs) to the U.S. Department of Housing and Urban Development (HUD) for use of funds and that cities and towns within the metropolitan area not qualifying as metropolitan cities may join the County in said Plans and CAPERs and thereby become a part of a more comprehensive Urban County effort.

**NOW THEREFORE**, the County and Municipality agree as follows:

1. This Agreement shall cover the CDBG Entitlement program, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs.

2. The period of performance of this Agreement shall:
  - a. Be for the Federal Fiscal Years 2027, 2028 and 2029, (July 1, 2026 through June 30, 2029) under the plan which shall commence on the date of HUD approval of the County's Annual Action Plan; and
  - b. Remain in effect until the CDBG, HOME and ESG funds and the program income received with respect to activities carried out during the three-year qualification period and any successive qualification period, if applicable, are expended and the funded activities, including all reporting requirements, completed.
  - c. The County and the Municipality cannot terminate or withdraw from the cooperation agreement while it remains in effect. Subject to renewal in Paragraph 3, this Agreement shall remain in effect until either funds are expended, or the funded activities are completed, or the three-year period has concluded, whichever occurs first.
3. Automatic Renewal:
  - a. The Agreement may be automatically renewed, by amendment, for participation in one successive three-year qualification period unless the County or the Municipality provides written notice electing not to participate in a new qualification period. The Agreement may be in place for only a maximum of six years (two qualification periods) before the Parties must re-authorize and re-execute a new agreement.
  - b. By the date specified in the HUD Urban County Qualification Notice for the next qualification period, the County shall notify the Municipality in writing of the Municipality's right not to participate.
  - c. A copy of the County's notification to the Municipality will be sent to the HUD Field Office by the date specified in Section II of the HUD's urban county qualification schedule.
  - d. Failure by either Party to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for subsequent qualification cycles, when applicable, or to submit such amendment to HUD by the due date, will void the automatic renewal of such qualification period.
4. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities as approved and authorized between Parties in the CDBG Agreements, including the Consolidated Plan.
5. The County and the Municipality shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the

Housing and Community Development Act of 1974. The grant will be conducted and administered in conformity with:

- a) Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 C.F.R. Part 1); and
  - b) the Fair Housing Act, the implementing regulations at 24 C.F.R. Part 100, and the obligation to affirmatively further fair housing (AFFH); and
  - c) Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 C.F.R. Part 6, which incorporate:
    - Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 C.F.R. Part 8;
    - Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 C.F.R. Part 35;
    - the Age Discrimination Act of 1975, and the implementing regulations at 24 C.F.R. Part 146;
    - Section 3 of the Housing and Urban Development Act of 1968;
    - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 C.F.R. Part 24;
    - Section 104(d) of Housing and Community Development Act of 1974, and the implementing regulations at 24 C.F.R. Part 42; and
  - d) Other applicable laws
6. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.
  7. The County and the Municipality recognize that pursuant to 24 C.F.R. section 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement as described in 24 C.F.R. section 570.503.
  8. The County and the Municipality recognize that:
    - a. The County is the governmental entity required to execute any grant agreement received pursuant to its Plan, and that the County shall thereby become legally liable and responsible thereunder for the proper performance of the Plan and program.
    - b. The County has final responsibility for selecting CDBG, HOME, and ESG activities and submitting the Consolidated Plan to HUD for the County and the HOME Consortium.

- c. Further, the Municipality agrees to hold the County harmless from any loss, damage or liability that may arise out of the performance or failure to carry out the requirements of this program where the Municipality has been given responsibility over any aspect of the program by the County.
9. The County and the Municipality agree that a fully executed amendment or amendments to this Agreement shall be entered into only as required for the purpose of complying with any grant agreement received or regulations issued pursuant to the Acts.
10. The County and Municipality agree that the terms, conditions and obligations of this Agreement are enforceable and shall remain in effect until such time as the Agreement is not renewed pursuant to Paragraphs 2 and 3. Notwithstanding the foregoing, if any action is taken by any federal agency or instrumentality to suspend, decrease or terminate its fiscal obligation affecting the capacity of the Parties to continue this Agreement, the Parties may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement.
11. This Agreement is subject to the provisions of A.R.S. § 38-511.
12. To assist the County in performing its functions under the Acts, there shall be a Community Development Advisory Committee, hereafter called "CDAC", authorized by the County Board of Supervisors consisting of representatives from the County districts and cooperating municipalities. CDAC's recommendations shall be advisory and shall not bind the County.
13. The County agrees to include the Municipality in its Plans under the Acts.
14. The participating Municipality understands and agrees that it:
  - a. May not apply for grants from appropriations under the State CDBG Programs during the period in which it participates in the County's CDBG Program.
  - b. May receive a formula allocation under the HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the Municipality cannot form a HOME consortium with other local governments and shall not participate in a HOME consortium except through the County.
  - c. May receive a formula allocation under the ESG Program only through the County.
15. The Municipality has adopted and is enforcing:
  - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

- b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
16. The Municipality agrees that it shall be included in the Plan the County makes to HUD for Title I Housing, and CDBG, HOME and ESG funds, and that the population of the Municipality shall be utilized along with the population of other municipalities and the unincorporated areas of the County to qualify the County at the population level necessary to be an Urban County as defined under the Acts.
17. The Municipality agrees to undertake certain actions as determined by the County to carry out a community development program and the approved Consolidated Plan and/or to meet other requirements of the CDBG, HOME and ESG Programs and other applicable laws. These actions include but are not limited to:
  - a. Completion of a performance report on an annual and five-year basis in a format and by such deadlines as determined by the County to be used in the HUD required CAPER.
18. The Municipality agrees it shall cooperate with the County in all efforts hereunder and that it shall assist in doing any and all things required and appropriate to comply with the provisions of any grant agreement received by the County pursuant to the Acts and regulations in carrying out CDBG, HOME and ESG programs and the approved Consolidated Plan, as well as other applicable State and local laws.
19. The undersigned Municipality hereby authorizes Maricopa County to act on its behalf and to modify and amend this Cooperation Agreement in any way required in order to comply with federal statute or regulation.
20. Immigration law and regulations certifications – The President’s Executive Order 13465 of June 6, 2008 and Arizona Revised Statutes (A.R.S.) section 41-4401, requires all government entities to ensure that each government entity, contractor and subcontractor it conducts business with complies with federal immigration laws and regulations that relate to their employees and A.R.S. section 23-214, subsection A. All governmental entities, vendors, contractors and subcontractors MUST certify use of the **E-Verify System** established by the Department of Homeland Security.
21. The undersigned Municipality understands that:
  - a. If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, it shall be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.
  - b. Except where Federal statutes apply, this Agreement is governed by and construed in accordance with the laws of the State of Arizona.

- c. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.
22. The County and the Municipality understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
23. The County and the Municipality understand and agree this Agreement must be authorized and signed by the governing bodies of County and Municipality.
24. This Agreement, and any renewals and/or amendments to the Agreement, may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement may be executed by electronic (.pdf) signature. An electronic signature shall be treated as an original signature for all purposes.

**IN WITNESS WHEREOF**, the Parties have caused the Cooperation Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF TOLLESON**

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
City Mayor

BY: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Clerk of the Municipality

BY: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The terms and provisions of this Agreement are fully authorized under State and local law and provide the County with the authority to undertake and assist in undertaking essential community development and housing assistance activities.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Attorney for Municipality

BY: \_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## CITY COUNCIL REPORT



**SUBJECT:** Fifth Amendment to Intergovernmental Agreement with Maricopa County Human Services Department for Community Action Program Services

**MEETING DATE:** June 9, 2026

**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 the Fifth Amendment to the Intergovernmental Agreement (IGA) between the City of Tolleson and Maricopa County, administered by its Human Services Department, for Community Action Program (CAP) services. The Amendment extends the term of the Agreement through June 30, 2027, and provides \$66,000 in funding for CAP services for the period July 1, 2026 through December 31, 2026.

### BACKGROUND:

On June 22, 2022, the City entered into an Intergovernmental Agreement with Maricopa County Human Services Department to provide Community Action Program (CAP) services to Tolleson residents. The program assists low-income households experiencing financial hardship through crisis case management, service coordination, referrals, and navigation services designed to improve economic stability and self-sufficiency.

The City has successfully administered CAP services under previous amendments to the Agreement, providing assistance to residents facing emergencies such as eviction, utility shutoffs, food insecurity, unemployment, and other economic challenges.

### DISCUSSION:

The proposed Fifth Amendment extends the Agreement term from July 1, 2026 through June 30, 2027 and provides \$66,000 in funding for the initial six-month budget period of July 1, 2026 through December 31, 2026. The Amendment also allows for the possibility of additional funding through future amendments, subject to Maricopa County's receipt of funding.

Under the Agreement, the City will continue providing Community Action Program services, including crisis case management, navigation services, information and referrals, and coordination of resources for low-income households. Services include assistance with emergency rent, utility payments, move-in assistance, referrals to community resources, and support for residents seeking public benefits and other assistance programs.

The program is designed to stabilize households experiencing immediate crises while connecting residents with resources that promote long-term economic self-sufficiency. CAP staff work directly with residents to assess needs, coordinate services, provide referrals, and assist with applications for available assistance programs.

Funding for the program is provided through a combination of federal and state sources administered by Maricopa County, including Community Services Block Grant (CSBG), Social Services Block Grant (SSBG), Temporary Assistance for Needy Families (TANF), Low Income Home Energy Assistance Program (LIHEAP), and other available funding sources.

Approval of the Fifth Amendment will allow the City to continue providing these critical services to Tolleson residents and maintain access to funding that supports vulnerable households during times of economic hardship.

**BUDGET IMPACT:**

The Fifth Amendment provides \$66,000 in grant funding for Community Action Program services for the period July 1, 2026 through December 31, 2026. As required by the Agreement, the City will provide a minimum 25% cash match to support administration and operating costs associated with program delivery. No General Fund appropriation is required beyond the required local match and budgeted program administration costs.

**RECOMMENDATION:**

Staff recommends approval of Resolution No. 2649 approving the Fifth Amendment to the Intergovernmental Agreement between the City of Tolleson and Maricopa County, administered by its Human Services Department, for Community Action Program services and authorizing the Mayor to execute the Amendment.

**ATTACHMENTS:**

1. Res 2649 Fifth Amendment to Maricopa County Human Services Department IGA for CAP Services 06 09 26

**RESOLUTION NO. 2649**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE FIFTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR FISCAL YEAR 2027, CONTRACT NO. C-22-22-120-X-05, BETWEEN THE CITY OF TOLLESON AND MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, PROVIDING \$66,000 IN FUNDING FOR COMMUNITY ACTION PROGRAM (CAP) SERVICES FOR THE PERIOD JULY 1, 2026 THROUGH DECEMBER 31, 2026, INCLUDING CRISIS CASE MANAGEMENT, COORDINATION OF SERVICES TO ASSIST LOW-INCOME HOUSEHOLDS IN CRISIS SITUATIONS, AND ASSISTANCE TO MOVE HOUSEHOLDS CLOSER TO ECONOMIC SELF-SUFFICIENCY IN TOLLESON; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND PROVIDING THAT THE AMENDMENT SHALL BECOME EFFECTIVE UPON ITS EXECUTION.**

**WHEREAS**, the City of Tolleson (the “City”) entered into an Intergovernmental Agreement (“Agreement”) with Maricopa County, administered by its Human Services Department (“MCHSD”), for the City to provide Community Action Program (“CAP”) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move households closer to economic self-sufficiency in Tolleson; and

**WHEREAS**, the City and MCHSD desire to enter into the Fifth Amendment to extend the term of the Agreement from July 1, 2026 through June 30, 2027, provide funding for Community Action Program services for the period July 1, 2026 through December 31, 2026, and revise certain provisions of the Agreement; and

**WHEREAS**, the Fifth Amendment provides the City with \$66,000 in funding for Community Action Program (CAP) services for the budget period July 1, 2026 through December 31, 2026, and provides for the potential receipt of additional funding through future amendment(s) subject to Maricopa County's receipt of funding; and

**WHEREAS**, CAP services under the Agreement include crisis case management, navigation services, referrals, and assistance intended to stabilize households experiencing emergencies such as eviction, utility shutoffs, food insecurity, unemployment, and other economic hardships; and

**WHEREAS**, the Mayor and Council find that approval of the Fifth Amendment is in the best interests of the City of Tolleson and its residents.

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

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

Section 2. The term of this Fifth Amendment shall commence on July 1, 2026 and expire on June 30, 2027.

Section 3. The Fifth Amendment to the Intergovernmental Agreement between the City of Tolleson and Maricopa County, administered by its Human Services Department, pertaining to Community Action Program (CAP) services is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 4. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Fifth Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 5. This Resolution shall take effect immediately upon its passage, adoption, and execution of the Fifth Amendment.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Tolleson, Arizona, on this 9th day of June, 2026.

\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Justin Pierce, City Attorney

**EXHIBIT A**  
**TO**  
**RESOLUTION NO. 2649**

[Fifth Amendment to Intergovernmental Agreement]

See following pages.

**AMENDMENT NO. 5 TO THE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
CITY OF TOLLESON**

- I. Maricopa County (“County”), administered by its Human Services Department, and the City of Tolleson, (“Subrecipient”) entered into a financial Intergovernmental Agreement (“Agreement”), on or about June 22, 2022. The purpose of the Agreement is for the Subrecipient to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Tolleson. The current Agreement term is July 1, 2025, through June 30, 2026.

The County provided the Subrecipient with \$165,000 Fiscal Year 2026 funding for CAP Services. Funding sources for the Agreement include but are not limited to funds made available to the County through an Intergovernmental Agreement (IGA) with Arizona Department of Economic Security (DES) under IGA DI25-002428/C-22-26-011-X-00. The total Agreement funding is \$165,000. The funding period of availability is July 1, 2025, through June 30, 2026. The County and the Subrecipient collectively are referred to as the “Parties.”

- II. The Parties agree to enter into this Amendment No. 5 to amend the Agreement as follows:

A. Extend the Agreement expiration date shown on page 1 of the Agreement from June 30, 2026, through June 30, 2027.

B. Revise Maricopa County Representative on Page 1 of the Agreement as follows:

Maricopa County Representative:  
Chela Schuster, Assistant Director  
Senior Services and Community Resilience Division  
234 N. Central Avenue, 3rd Floor  
Phoenix, AZ 85004  
602-283-8981  
[chela.schuster@maricopa.gov](mailto:chela.schuster@maricopa.gov)

C. The County shall provide the Subrecipient with \$66,000 in funding for the budget period July 1, 2026, through December 31, 2026 (Fiscal Year 2027).

a. The funding sources for this Amendment may include but are not limited to the following:

93.569 Community Services Block Grant (CSBG)  
93.667 Social Services Block Grant (SSBG)  
93.558 Temporary Assistance for Needy Families (TANF)  
93.568 Low Income Home Energy Assistance Program (LIHEAP)

21.027 American Rescue Plan Act State Local Fiscal Recovery Funds (ARPA-SLFRF)

- b. The County shall provide the Subrecipient with additional funding for the Agreement term, through an amendment to the Agreement, as outlined in Section 1 (GENERAL PROVISIONS) PARAGRAPH 4.0 (AMENDMENTS) of the Agreement, subject to County’s receipt of funding.
- c. In accordance with 2 CFR 200.332(b)(1)(xii), the County shall provide the Subrecipient with FY2026 and FY2027 final expenditure dollar amounts made available under each federal award program, according to Assistance Listing Number (ALN), within 60 days after the applicable fiscal year end by formal amendment in accordance with Section 1 (General provisions), Paragraph 4.0 (Amendments) ([https://www.ecfr.gov/current/title-2/part-200/subpart-D#p-200.332\(b\)\(1\)\(xii\)](https://www.ecfr.gov/current/title-2/part-200/subpart-D#p-200.332(b)(1)(xii))).
- d. In accordance with Section 4 (Budget and Compensation), subparagraph 1.1 of the Agreement, the Subrecipient is required to leverage a minimum 25% cash match of the total Agreement award to support administration and operating costs in the delivery of program services, which shall be identified in the Itemized Service Budget (ISB). Subrecipient shall provide County an ISB within 30 days of execution of the Agreement, subject to final approval by Human Services Department Assistant Director, identified on page 1 of the Agreement. The final approved budget for the first six months of Fiscal Year 2027 shall be incorporated into the Agreement by Addendum, as provided in the Sample Addendum attached.

D. Revise Section 1 (General provisions), Paragraph 5.0 (Termination) by adding subparagraph 5.6 to the Agreement as follows:

5.6 Upon termination or cancellation of this Agreement, all property, if any, shall be returned to or retained by the purchasing Party.

E. Revise Section 3 (Work Statement), by removing it in its entirety and replacing it with the following:

**1.0 PROGRAM GOALS**

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Senior Services and Community Resilience Division (MCHSD/SSCRD) administers Community Action Program activities, the primary purpose of SSCRD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-supportive.

Through partnerships with local municipalities or private, non-profit organizations, community action programs and services are provided to residents in the local area.

## 2.0 SCOPE OF WORK

Community Action Program Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed. Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

### 2.1 MCHSD Crisis Financial Assistance Services

Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

2.1.1 MCHSD Crisis Financial Assistance Services shall be coordinated with other local or grant financial assistance services to maximize benefits to the household.

2.1.2 Eligibility criteria for financial assistance funds are defined in the MCHSD/SSCRD Policy and Procedure Program Handbook.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Subrecipient through HSD Dynamics or another comparable platform.

2.1.4 MCHSD/SSCRD will make payments directly to vendors upon authorization by the County).

2.1.5 Available Financial Assistance Services shall include the following:

#### 2.1.5.1 Utility Assistance

2.1.5.1.1 Utility payments and deposits for heating and cooling;

2.1.5.1.2 Rental assistance where utility payment is included in rent.

#### 2.1.5.2 Rental Assistance

2.1.5.2.1 Rental assistance to prevent eviction; and

2.1.5.2.2 Move-in assistance to include rental deposits and first month rent.

### 2.1.6 MCHSD Crisis Financial Assistance Service Requirements:

2.1.6.1 Subrecipient shall conduct application intake for MCHSD Crisis Financial Assistance Services to clients who apply in person with a paper application or need assistance applying online.

2.1.6.2 On-site application process shall include the following:

2.1.6.2.1 Provide paper applications, or assist clients with completing the online application process;

2.1.6.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/SSCRD Policy and Procedure Program Handbook;

- 2.1.6.2.3 Information from the paper application shall be entered into HSD Dynamics or another comparable platform within 24 hours of receipt;
  - 2.1.6.2.4 Upload a copy of the paper application in HSD Dynamics SharePoint or another comparable platform;
  - 2.1.6.2.5 Create an application in HSD Dynamics or another comparable platform, as well as the program application (s) which the client applied for;
  - 2.1.6.2.6 Upload eligibility documents in HSD Dynamics or another comparable platform;
  - 2.1.6.2.7 Research each household member to determine if they have received previous assistance; and
  - 2.1.6.2.8 Research and enter vendor/provider information in Dynamics.
- 2.1.6.3 The Subrecipient will also process applications submitted through the HSD Dynamics client portal or another comparable platform per MCHSD/ SSCRD Policy and Procedure Handbook following the process outlined below:
- 2.1.6.3.1 Subrecipient will assign and disposition program applications to Client Services Specialists;
  - 2.1.6.3.2 Upload eligibility documents in HSD Dynamics or another comparable platform; and
  - 2.1.6.3.3 Research provider profile and submit vendor information related to the County vendor registration process, within twenty-four (24 hours), if applicable;
  - 2.1.6.3.4 Document all services provided and supported by County funds in HSD Dynamics or another comparable platform, in addition to local/ grant financial assistance services;
  - 2.1.6.3.5 Manage and monitor application queue in HSD Dynamics or another comparable platform based on program application submission date;
  - 2.1.6.3.6 The Service Provider shall adhere to the queue mitigation protocols set forth in the Policy and Procedure Handbook to maintain wait times and queue volumes within the parameters defined therein
  - 2.1.6.3.7 All client communication must be documented as well as make relevant 'case notes' on the client's current

application timeline in HSD Dynamics or another comparable platform.

- 2.1.6.3.8 Conduct quality assurance review and ensure quality controls on each program application case and subsequent completed service authorization (s); Subrecipient shall document site QA procedures and designate an owner of the QA process by role and name which must remain updated throughout the program year. Submit to MCHSD upon request.
- 2.1.6.3.9 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date.
- 2.1.6.3.10 Subcontractor shall comply with the requirements of Arizona Confidentiality Program A.R.S.§41-161 and procedures outlined in the MCHSD-SSCRD Policy and Procedure Manual.

**2.2 Navigation Services**

Navigation services are offered to clients following the completion of the HSD Dynamics application or another comparable platform application, and program application. Navigation is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both Subrecipient’s internal programs (non-County funded) along with external program services.

**2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) Services:**

2.2.1.1 Subrecipient shall provide application assistance which may include the following:

- 2.2.1.1.1 Answering questions about program eligibility and the application process.
- 2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client, including LIHEAP application signature page.
- 2.2.1.1.3 Scanning and uploading required documents, as needed.
- 2.2.1.1.4 Provide paper applications to clients, upon request. Enter and upload required documentation into the DES portal on the Client’s behalf.
- 2.2.1.1.5 Upon request, provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website ([www.ID.me.com](http://www.ID.me.com)).

2.2.1.1.6 Screen for crisis circumstances to ensure priority will be given to a Life Threatening Crisis Assistance Application.

2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.

2.2.1.1.8 All LIHEAP Navigations that are completed must be documented in HSD Dynamics or another comparable platform. A case note must be made on the utility program application timeline and monitory navigations fields must be completed.

2.2.1.2 Navigation to Internal Program Services

2.2.1.2.1 Subrecipient shall identify a minimum of two (2) internal programs based on the most recent MCHSD Community Needs Assessment, to complete a logic model and provide additional outcome reporting. Subrecipient will submit a logic model (Exhibit 1) by July 31<sup>st</sup> of the current program year, to be approved by MCHSD. The logic model shall provide the following information for each program service:

2.2.1.2.1.1 Community need;

2.2.1.2.1.2 Anticipated program outcome(s);

2.2.1.2.1.3 Description of program service;

2.2.1.2.1.4 Projected number of individuals/ households to be served; and

2.2.1.2.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s).

2.2.1.2.1.6 Data collection methodology

2.2.1.2.2 Subrecipient shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes identified in the Subrecipient's logic model.

2.2.1.2.2.1 Follow up contact shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.

2.2.1.3 Navigation Service Requirements

2.2.1.3.1 Clients shall have a completed application and program application(s) in HSD Dynamics or another comparable platform prior to receiving navigation services to DES portal for LIHEAP services or internal program services.

2.2.1.3.2 Subrecipient shall ensure that all income eligible clients will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP services.

2.2.1.4 Subrecipient shall provide navigation services as it relates to internal program services to clients that have been dispositioned in the HSD Dynamic queue.

2.2.1.5 Navigation services shall be provided and documented, in accordance with the MCHSD/SSCRD Policy and Procedure Manual.

2.2.1.6 Navigation services shall be reported in MCHSD/SSCRD quarterly ROMA reports.

2.2.1.7 Subrecipient shall use the MCHSD approved logic model template for internal program navigation.

2.3 **Information and Referrals**

2.3.1 Subrecipient shall provide information and referrals to include but not limited to the following:

2.3.1.1 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.

2.3.1.2 DES Child support enforcement services for clients who are custodial parents in single parent households.

2.3.1.3 Assistance completing applications for SNAP, AHCCCS, and Unemployment Insurance.

2.3.1.4 Food and nutrition services to counteract the impacts of starvation or malnutrition.

2.3.2 Information and Referrals Service Requirements

2.3.2.1 Clients shall have a completed program application in HSD Dynamics or another comparable platform prior to the delivery of information and referral services.

2.3.2.2 Subrecipient shall document all referrals in HSD Dynamics or another comparable platform and follow referral procedures in accordance with the MCHSD/SSCRD Policy and Procedure Manual.

2.3.2.3 Information regarding program referrals shall be reported in the MCHSD/SSCRD quarterly ROMA reports.

**2.4 Facility Requirements**

- 2.4.1 Subrecipient shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:
  - 2.4.1.1 AZDES LIHEAP Application Portal;
  - 2.4.1.2 HSD Client Portal;
  - 2.4.1.3 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;
  - 2.4.1.4 Online job search and submission of application/resume; and/or
  - 2.4.1.5 Information regarding scholarships and federal financial aid.
- 2.4.2 Subrecipient shall ensure adequate space for the following:
  - 2.4.2.1 On-site workshops and training classes;
  - 2.4.2.2 Local job/career fairs; and
  - 2.4.2.3 Eligibility determination where confidential information cannot be overheard.

**2.5 Reporting Requirements**

- 2.5.1 Subrecipient shall submit programmatic and financial reports to MCHSD as listed below:
  - 2.5.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10<sup>th</sup> business day after the end of each quarter of the fiscal year.
  - 2.5.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.
  - 2.5.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.
  - 2.5.1.4 Failure to submit required reports in the designated timeframe listed may result:
    - 2.5.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.
    - 2.5.1.4.2 in a forfeiture of final payment, if final program and fiscal reports are not submitted within the designated time period, determined by MCHSD following the Contract term.

**2.6 HSD Dynamics (Or Another Comparable Platform) Access**

- 2.6.1 Access to HSD Dynamics or another comparable platform will be provided by MCHSD/SSCRD upon request by the Subrecipient.
- 2.6.2 Subrecipient shall provide MCHSD/SSCRD information regarding staffs' name, position title, contact information,

and evidence of successful completion of all required background checks, to include Fingerprint and Central Registry Submission/Clearances. Subrecipient will submit CAP personnel Fingerprint renewals and annual Central Registry renewals to CAPSupport@maricopa.gov.

2.6.3 MCHSD reserves the right to immediately remove access if it is determined Subrecipient’s personnel (employed or as volunteer) is a risk to County operations for any of the following reasons but not limited to:

2.6.3.1 Approving clients for services they are not eligible for;

2.6.3.2 Denying eligible clients services; and

Accessing the HSD Dynamics or another comparable platform for any purpose other than areas of responsibility.

2.6.4 MCHSD will provide Subrecipient programmatic ad hoc reports, as requested.

2.7 **Staff Requirements**

2.7.1 Subrecipient shall:

2.7.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks, Fingerprint Clearances (applicable to ARS §§36-594.01, 36-3008, 41-1964, and 46-141) and Central Registry clearances (compliant with Central Registry provisions of ARS §8-804 in its entirety) have been completed with satisfactory results and procedures are in place if results are unsatisfactory. Subrecipient shall have a documented procedure for CAP personnel who as a condition of employment/volunteer or upon renewal (annual review for Central Registry) is deemed disqualified through the Fingerprint or Central Registry Clearance process. Documented procedure is provided to MCHSD-SSCRD upon request.

2.7.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;

2.7.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;

2.7.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;

2.7.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:



2.7.1.5.1 An overview of the MCHSD/SSCRD Policy and Procedure Manual; and

2.7.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.

2.7.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD-SSCRD;

2.7.1.7 The Subrecipient shall be required to notify MCHSD-SSCRD of staff changes and vacant positions within two (2) business days of staff changes through CAPSupport@maricopa.gov. The Subrecipient shall open the recruitment to fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff.

**2.7.2 Code of Conduct:**

2.7.2.1 The Subrecipient shall avoid any action that might create or result in the appearance of:

2.7.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.

2.7.2.1.2 Actions on behalf of the County without appropriate authorization.

2.7.2.1.3 Providing favorable or unfavorable treatment to anyone.

2.7.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.

2.7.2.1.5 Misrepresenting or otherwise impeding the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.

2.7.2.1.6 Loss of impartiality when advising the County.

**2.8 Community Action Program Meetings**

2.8.1 MCHSD will facilitate meetings that will be held on a quarterly basis, at a minimum with CAP Subrecipients to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.

2.8.2 Subrecipient shall ensure that a designated member of leadership staff participates in all CAP meetings, as scheduled.

**2.9 Cooperation in Strategic Planning and Community Needs Assessment:**

2.9.1 Subrecipient shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.

## 2.10 **Training and Technical Assistance**

2.10.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance, if applicable, on the following:

- 2.10.1.1 MCHSD/SSCRD Policy and Procedure Program Manual;
- 2.10.1.2 MCHSD funded financial assistance services;
- 2.10.1.3 Use of HSD Dynamics or another comparable platform;
- 2.10.1.4 Reports and forms, as required;
- 2.10.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;
- 2.10.1.6 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
- 2.10.1.7 Review of program monitoring findings; and
- 2.10.1.8 Other training and technical assistance as needed/required.

## 2.11 **Limited English Proficiency**

2.11.1 The Subrecipient shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served. To ensure compliance, reference DES 1-01-34 at: <https://des.az.gov/digital-library/limited-english-proficiency>

2.11.2 Applicable Program Rules and Regulations:

- 2.11.2.1 Subrecipient shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:
- 2.11.2.2 COATS Human Services Reauthorization Act of 1998;
- 2.11.2.3 2 CFR 200 Uniform Administrative Requirements;
- 2.11.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
- 2.11.2.5 Stewart B. McKinney Homeless Assistance Act;
- 2.11.2.6 ARS §46-241-State Short Term Crisis Services;
- 2.11.2.7 ARS §46-731–Utility Assistance;
- 2.11.2.8 ARS §46-741–Neighbors Helping Neighbors;
- 2.11.2.9 ARS §46-140.01-Verifying applicants for public benefits; violation; classification; citizen suits
- 2.11.2.10 ARS§1-501-§1-502, Eligibility for federal, state, or local public benefits; documentation; violation; classification; citizen suites; court costs and attorney fees;
- 2.11.2.11 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 2.11.2.12 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part

93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Subrecipient, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

2.11.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,

2.11.2.14 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

2.11.3 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Subrecipient by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

## 2.12 **Appeal/Grievance Procedures**

2.12.1 Subrecipient shall establish a process to review and address client appeals and grievances. Subrecipient shall submit an appeal/grievance process to MCHSD/SSCRD annually, and as requested. The grievance/appeal procedure shall be accessible to applicants at the time of application submission.

2.12.2 Subrecipient shall advise all applicants of their right to present to the Subrecipient any appeal/grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, award amount, reduction of services, suspension or termination of services, or quality of services.

2.12.3 Subrecipient shall address grievances for individuals seeking/receiving County funded assistance who feel that they have not been treated fairly.

2.12.4 Subrecipient shall act as first reviewer of grievances for their respective site following their prescribed written process. All grievance requests generated by clients must be documented in HSD Dynamics or another comparable platform. All communication and documentation requests regarding the grievance must be documented in HSD Dynamics or another comparable platform on the Application timeline. MCHSD acts as second review for all escalated CAP grievances. Follow grievance procedures as

outlined in the MCHSD/SSCRD Policy and Procedure Program Manual.

**2.13 Community Action Tripartite Board Recruitment**

2.13.1 Subrecipient shall recruit local community members to serve in the role of the Public Official or Consumer Representative sectors for the MCHSD Community Action Commission, as requested by MCHSD. Subrecipients shall perform the following outreach activities:

2.13.1.1 Post flyers at location(s) and community events;

2.13.1.2 Share information and distribute flyers to clients;

2.13.1.3 Direct community members to the following MCHSD website page to obtain additional information and Commission application: [CACCommission@maricopa.gov](mailto:CACCommission@maricopa.gov);

2.13.1.4 Assist clients or with the Democratic Selection Process;

2.13.1.5 Coordinate outreach efforts to city council members.

**2.14 Pandemic Award Performance**

2.14.1 The Subrecipient shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.

2.14.2 The pandemic performance plan shall include:

2.14.2.1 Key succession and performance planning if a sudden significant decrease in Subrecipient's workforce should occur.

2.14.2.2 Alternative methods to ensure services are available.

2.14.2.3 An up-to-date list of Subrecipient contacts and organizational chart.

2.14.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Award impossible or impracticable, the MCHSD shall have the following rights:

2.14.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

2.14.2.6 MCHSD shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended by the Arizona Procurement Code.

2.14.2.7 Once the pandemic is officially declared over and/or the Subrecipient can demonstrate the ability to perform, MCHSD, at its sole discretion, may reinstate the temporarily voided Award.

III. Section II above contains all the changes to the Agreement made by this Amendment No. 5. The Agreement is amended to incorporate the changes contained in this Amendment No. 5. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 5 is subject to and incorporates the provisions of A.R.S. §38-511.

IV. The Parties have authorized the undersigned to execute this Amendment No. 5, and it shall be effective upon approval and signature by both Parties.

[signatures contained on following page]



Addendum Sample

<b>Fiscal Year 2027 Operating Budget</b>				
<b>City of Tolleson Operating Budget – CAP Services</b>				
Contract Budget Period		July 1st, 2026, through December 31, 2026		
<b>Funding</b>				
County Funds			\$	
Cash Match Contributions			\$	
			\$	
<b>Budget Category</b>		<b>Direct Cost</b>	<b>Administration Cost</b>	<b>Total Cost</b>
Personnel		\$	\$	\$
ERE		\$	\$	\$
P & O Services		\$	\$	\$
Travel		\$	\$	\$
Space		\$	\$	\$
Materials & Supplies		\$	\$	\$
Operating Services		\$	\$	\$
<b>Total Expenses</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>

## CITY COUNCIL REPORT



**SUBJECT:** Cooperative Purchasing Agreement with Dell Marketing Limited Partnership for Computer Equipment, Peripherals, and Related Services

**MEETING DATE:** June 9, 2026

**TO:** Mayor and Council

**FROM:** Wendy Jackson, Deputy City Manager/Employee Resources Director

**REVIEWED:** Reyes Medrano, Jr., City Manager

### **PURPOSE:**

The Information Technology Department is requesting approval of a Cooperative Purchasing Agreement between the City of Tolleson and Dell Marketing Limited Partnership for the purchase of computer equipment, peripherals, and related services through a State of Arizona cooperative contract.

### **BACKGROUND:**

The Information Technology Department is responsible for maintaining and supporting the City's technology infrastructure, including desktop computers, laptops, servers, monitors, peripherals, and related technology equipment utilized by City departments. The City periodically replaces and upgrades technology equipment to maintain operational efficiency, cybersecurity standards, and compatibility with current software and business systems.

The City is authorized under Section 3-5-7 of the Tolleson City Code to utilize cooperative purchasing contracts competitively procured by other governmental entities. The State of Arizona Department of Administration competitively solicited and awarded Contract No. CTR068890 for Computer Equipment, Peripherals, and Related Services, which is available for cooperative use by Arizona municipalities and other public agencies.

### **DISCUSSION:**

The proposed Cooperative Purchasing Agreement establishes the contractual relationship between the City and Dell Marketing Limited Partnership for the purchase of computer equipment, peripherals, and related services under the State of Arizona cooperative contract. The Agreement allows the City to purchase technology products and services on an as-needed basis at pricing and terms established through the State's competitive procurement process.

Utilization of the cooperative contract provides the City with access to a broad range of technology products, including desktop computers, laptops, servers, monitors, storage devices, accessories, and related services. The cooperative purchasing method streamlines procurement activities, reduces administrative costs, and allows the City to obtain competitively priced technology equipment without conducting separate solicitations.

The Agreement does not obligate the City to purchase any minimum quantity of products or services. Purchases will be made only as needs are identified and funding is available within approved departmental budgets. All equipment and services acquired under the Agreement will support ongoing technology replacement

schedules, infrastructure improvements, and operational needs throughout the organization.

The Agreement term will remain in effect through June 30, 2027, unless terminated earlier in accordance with the Agreement.

**BUDGET IMPACT:**

The Agreement establishes a maximum aggregate compensation amount not to exceed \$200,000 per fiscal year for computer equipment, peripherals, and related services.

**RECOMMENDATION:**

Staff recommends approval of the Cooperative Purchasing Agreement between the City of Tolleson and Dell Marketing Limited Partnership for computer equipment, peripherals, and related services through June 30, 2027, with a maximum aggregate amount not to exceed \$200,000 per fiscal year.

**ATTACHMENTS:**

1. 06 09 26 IT - CPA - Dell Marketing - End Date 06 30 27

COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
DELL MARKETING LIMITED PARTNERSHIP

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) between the City of Tolleson, an Arizona municipal corporation, (the “City”), and Dell Marketing Limited Partnership, a Texas limited partnership, (the “Contractor”) (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

After a competitive procurement process, the State of Arizona through its Department of Administration (“State”) and Contractor entered into Contract No. CTR068890, as amended, (collectively, the “Cooperative Contract”), for Computer Equipment, Peripherals & Related Services (“Products and Services”). A copy of the Cooperative Contract is on file with the City Clerk’s office and is incorporated herein by reference.

A. 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.

B. 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 Services, and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Products 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 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 June 30, 2027 (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 Products 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 Contractor shall provide the Products 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 Products and Services are subject to final inspection and acceptance by the City. Products and/or 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 Products and/or 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 Products and/or 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 1<sup>st</sup> through June 30<sup>th</sup>, for the Products 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 Contractor based upon acceptance and delivery of Products 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 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 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 State of Arizona through its Department of Administration identified as "State" (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.



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

**“Contractor”**

DELL MARKETING LIMITED PARTNERSHIP,  
a Texas limited partnership

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
DELL MARKETING LIMITED PARTNERSHIP

[Purchase Order]

See following pages (to be added subsequent to execution)

## CITY COUNCIL REPORT



**SUBJECT:** Second Amendment to Professional Services Agreement with GHD Inc. for Wastewater Treatment Plant Excess Capacity Services

**MEETING DATE:** June 9, 2026

**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 Professional Services Agreement (PSA) between the City of Tolleson and GHD Inc. for professional services related to utilizing excess capacity at the City's Wastewater Treatment Plant (WWTP). The Amendment increases the annual aggregate compensation amount and extends the term of the Agreement through June 30, 2029.

### **BACKGROUND:**

On October 10, 2024, the City entered into a Professional Services Agreement with GHD Inc. to provide consulting services related to evaluating and utilizing excess treatment capacity at the City's Wastewater Treatment Plant. The consultant has assisted the City with technical evaluations, planning efforts, and strategic opportunities associated with maximizing the value and use of available wastewater treatment capacity.

As the City continues to evaluate growth opportunities and wastewater service strategies, additional professional consulting services are necessary to support ongoing analysis, coordination, and implementation efforts.

### **DISCUSSION:**

The proposed Second Amendment modifies the existing Professional Services Agreement by extending the term through June 30, 2029, and increasing the annual aggregate compensation limit from \$200,000 to \$300,000 per fiscal year.

GHD Inc. provides specialized engineering and consulting expertise related to wastewater treatment operations, capacity utilization, infrastructure planning, regulatory considerations, and potential partnerships associated with the City's wastewater treatment facilities. The additional contract authority will allow the City to continue utilizing GHD's services as needed to support current and future initiatives involving excess treatment capacity at the Wastewater Treatment Plant.

The increased annual authorization provides flexibility to address additional technical studies, evaluations, negotiations, planning efforts, and other professional services that may be required as opportunities arise. Extending the agreement term through June 30, 2029, ensures continuity of services and allows the consultant to continue supporting the City's long-term wastewater management objectives.

The Amendment does not obligate the City to expend the full authorized amount. Services will continue to be utilized on an as-needed basis and only upon authorization by the City.

**BUDGET IMPACT:**

The Second Amendment increases the annual aggregate compensation amount from \$200,000 to \$300,000 per fiscal year and extends the agreement term through June 30, 2029.

**RECOMMENDATION:**

Staff recommends approval of the Second Amendment to the Professional Services Agreement between the City of Tolleson and GHD Inc. for professional services related to utilizing excess capacity at the City's Wastewater Treatment Plant, increasing the annual aggregate compensation amount from \$200,000 to \$300,000 per fiscal year and extending the term through June 30, 2029.

**ATTACHMENTS:**

1. 06 09 26 UT - Second Amendment to PSA - GHD Inc. - End Date 06 30 29

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
GHD INC.**

THIS AMENDMENT NUMBER NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT (this “Second Amendment”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and GHD INC., a California corporation (the “Consultant”), (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 Consultant entered into a Professional Services Agreement on October 10, 2024, as amended (collectively, the “Agreement”) for Consultant to assist the City in utilizing excess capacity at its Wastewater Treatment Plant (WWTP) (the “Services”). The terms of the Agreement are incorporated herein by reference.

B. The parties desire to amend the Agreement to increase the compensation limit in the Agreement.

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

“Commencing with the fiscal year July 1, 2024 through ~~June 30, 2026~~**June 30, 2029**, the City’s payments to the Consultant, if any, shall not exceed an aggregate amount of ~~\$200,000.00~~**\$300,000** for each fiscal year, for the Services at the rates that shall be agreed upon by the parties.”

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

3. Non-Default. By executing this Second Amendment, the Consultant 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.

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

[SIGNATURES ON THE FOLLOWING PAGE(S).]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Second 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

**“Consultant”**

**GHD INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
DATE

## CITY COUNCIL REPORT



**SUBJECT:** Tolleson Public Safety Personnel Retirement System (PSPRS) Board Member Reappointment

**MEETING DATE:** June 9, 2026

**TO:** Mayor and Council

**FROM:** Wendy Jackson, Deputy City Manager/Employee Resources Director

**REVIEWED:** Reyes Medrano, Jr., City Manager

**PURPOSE:**

The Employee Resources Department is requesting the reappointment of Adan Luz Morado to serve as a citizen representative on the Tolleson Public Safety Personnel Retirement System (PSPRS) Local Boards for Police and Fire for a two-year term commencing July 1, 2026 and ending July 1, 2028.

**BACKGROUND:**

The Tolleson Public Safety Personnel Retirement System (PSPRS) Local Boards are established pursuant to Arizona Revised Statutes and serve as administrative bodies for the Police and Fire retirement systems. Pursuant to A.R.S. § 38-847(D), the Local Boards are responsible for determining eligibility for membership and benefits under the PSPRS, including disability and line-of-duty death benefits. The PSPRS Board of Trustees administers the retirement system but may only provide benefits as directed and approved by the applicable Local Board.

**DISCUSSION:**

The PSPRS Local Boards consist of representatives appointed in accordance with state law and are responsible for reviewing and acting upon matters related to retirement system participation and benefits. Adan Luz Morado currently serves as a citizen representative on the Police and Fire Local Boards and has expressed a willingness to continue serving in this capacity.

Meetings are held on an as-needed basis, typically on the first Wednesday of the month at 5:00 PM via Zoom. Additional meetings may be scheduled as necessary to address retirement system matters requiring Board action.

**BUDGET IMPACT:**

There is no budget impact associated with this appointment.

**RECOMMENDATION:**

Staff recommends the reappointment of Adan Luz Morado as a citizen representative to the Tolleson Public Safety Personnel Retirement System (PSPRS) Local Boards for Police and Fire for a term commencing July 1, 2026 and ending July 1, 2028.

**ATTACHMENTS:**

None

## CITY COUNCIL REPORT



**SUBJECT:** Resolution 2646 - Pension Funding Policy

**MEETING DATE:** June 9, 2026

**TO:** Mayor and Council

**FROM:** Kevin Artz, Chief Financial Officer

**REVIEWED:** Reyes Medrano, Jr., City Manager

**PURPOSE:**

Consideration of Resolution No. 2646, adopting the annual Public Safety Personnel Retirement System (PSPRS) funding policy.

**BACKGROUND:**

Arizona Revised Statute 38-863.01 requires each municipality to annually adopt a pension funding policy and formally accept the City's share of assets and liabilities, based on the actuarial report.

**DISCUSSION:**

The City's Police and Fire staff are covered under the PSPRS pension system. The Tolleson Police fund has a funded ratio of 100.5% with \$22.7M in assets and \$22.6M in liabilities. The actuarial liability for Police is over funded (an asset) by \$106,694 at June 30, 2025.

The Tolleson Fire fund has a funded ratio of 98.9%, with assets of \$27.0M and \$27.3M in liabilities. The unfunded actuarial liability for Fire is \$299,546 at June 30, 2025.

The City has paid an additional \$1.0M in FY 2026 and budgeted for an additional \$1.5M in FY 2027 to help pay down the unfunded liability. The City's PSPRS pension funds are in a very strong financial position, with an average of 99.6% funded ratio and no pension bonds or pension debt outstanding. The Policy has a stated goal of 100% funded by 2036. The City has basically met this goal 10 years ahead of schedule.

**BUDGET IMPACT:**

This item has no additional budget impact.

**RECOMMENDATION:**

Staff recommends Council adopt Resolution No. 2646, approving the annual PSPRS pension funding policy.

**ATTACHMENTS:**

1. Res 2646 FY 27 Public Safety Personnel Retirement System Pension Funding Policy
2. 06 09 26 Public Safety Personnel Retirement System Pension Funding Policy - Chief Financial Officer Kevin Artz

**RESOLUTION NO. 2646**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, ADOPTING A PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) PENSION FUNDING POLICY TO CLEARLY COMMUNICATE THE COUNCIL'S PENSION FUNDING OBJECTIVES, ITS COMMITMENT TO ITS EMPLOYEES AND THE SOUND FINANCIAL MANAGEMENT OF THE CITY, AND TO COMPLY WITH A.R.S § 38-863.01.**

**WHEREAS**, the City of Tolleson (the "City") is a participant in the State of Arizona's Public Safety Personnel Retirement System ("PSPRS"), a multiple-employer pension plan; and

**WHEREAS**, under an agent multiple-employer plan, the City has two trust funds, one for police employees and one for fire employees, reflecting the City's assets and liabilities. Under this plan, all contributions are deposited to, and distributions are made from the fund's assets; and

**WHEREAS**, the City Council desires to adopt a PSPRS Pension Funding Policy, in order to clearly communicate the pension funding objectives of the City's PSPRS individual plan; and

**WHEREAS**, A.R.S. § 38-863.01 requires each participating agency in PSPRS shall adopt a pension funding policy annually for employees who were hired before July 1, 2017 reflecting the pension funding objectives of the participating agency's PSPRS individual plan; and

**WHEREAS**, the City Council has determined that adoption of the PSPRS Pension Funding Policy is in the best interests of the City and its residents.

**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 City of Tolleson, Arizona, hereby adopts the PSPRS Pension Funding Policy attached hereto as Exhibit A and incorporated herein by this reference.

Section 3. The City of Tolleson, Arizona, formally accepts the City's share of the assets and liabilities, based on the actuarial valuation report.

Section 4. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Mayor and Council of the City of Tolleson, Arizona, on this 9th day of June, 2026.

\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Justin Pierce, City Attorney

**EXHIBIT A**  
**TO**  
**RESOLUTION NO. 2646**

[Public Safety Personnel Retirement System Pension Funding Policy]

See following pages.

## **City of Tolleson Public Safety Personnel Retirement System Pension Funding Policy June 2026**

The intent of this policy is to clearly communicate the Council's pension funding objectives, its commitment to our employees and the sound financial management of the City, and to comply with Arizona Revised Statute § 38-863.01.

Several terms are used throughout this policy:

**Unfunded Actuarial Accrued Liability (UAAL)** – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

**Annual Required Contribution (ARC)** – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

**Funded Ratio** – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

**Intergenerational equity** – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

### **Public Safety Personnel Retirement System (PSPRS)**

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to commingle assets of all plans under its administration, thus achieving economy of scale for more cost-efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all

contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2025 actuarial valuation, which are detailed below.

<b>Trust Fund</b>	<b>Assets</b>	<b>Accrued Liability</b>	<b>Unfunded Actuarial Accrued Liability</b>	<b>Funded Ratio</b>
Tolleson Police	22,684,482	22,577,788	(106,694)	100.5%
Tolleson Fire	27,001,183	27,300,729	299,546	98.9%
<b>City Totals</b>	<b>49,685,665</b>	<b>49,878,517</b>	<b>192,852</b>	<b>99.6%</b>

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Most funds in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

**The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036.**

Council established this goal for the following reasons:

- The PSPRS trust funds represent only the City's liability
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity
- The fluctuating cost of an UAAL causes strain on the City's budget, affecting our ability to provide services

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY27 is \$645,111 and will be able to be paid from operating funds without diminishing City services.
- Additional payments above the ARC have been budgeted and will be made, if necessary, as follows:
  - \$2.0M for FY 2026
  - \$1.5M for FY 2027

Based on these actions, the Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2025 Actuarial Valuation.



# **PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY**

**June 9, 2026**



## BACKGROUND

- Arizona Revised Statute §38-863.01 requires:
  - Each Governing Body shall annually adopt a pension funding policy for employees hired prior to July 1, 2017.
  - The funding policy shall include (1) how to maintain the stability of contributions, (2) how and when the funding requirements will be met, and (3) define the funded target ratio.
  - The Governing body shall formally accept the employer's share of assets and liabilities, based on the actuarial report.

# JUNE 2025 ACTUARIAL VALUATION

Trust fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Tolleson Police	\$22,684,482	\$22,577,788	\$(106,694)	100.5%
Tolleson Fire	\$27,001,183	\$27,300,729	\$299,546	98.9%
City Totals	\$49,685,665	\$49,878,517	\$192,852	99.6%

# POLICE 6-YEAR FUNDED STATUS

Police	Unfunded Actuarial Accrued Liability	Funded Ratio
2025	\$(106,694)	100.5%
2024	\$541,038	97.5%
2023	\$1,702,202	91.5%
2022	\$2,381,479	87.1%
2021	\$2,471,911	85.5%
2020	\$2,891,918	82.1%
2019	\$2,889,685	80.2%

# FIRE 6-YEAR FUNDED STATUS

Fire	Unfunded Actuarial Accrued Liability	Funded Ratio
2025	\$299,546	98.9%
2024	\$2,111,016	91.8%
2023	\$3,274,919	86.5%
2022	\$2,795,630	87.1%
2021	\$3,324,981	83.9%
2020	\$2,768,440	85.8%
2019	\$2,582,375	85.8%



## KEY TAKEAWAYS

- Required annual payments are made from operating funds.
- The target date is to be 100% funded by 2036.
- The City has paid an additional \$1.0M payment in FY 25/26 and budgeted an additional \$1.5M in FY 26/27 that are not reflected in the 2025 actuarial report.
- The funded ratio has improved from 80.2% in Police and 85.8% in Fire to 100.5% and 98.9% funded, respectively, over the past 6 years.
- The Resolution and funding policy satisfy the requirements of Arizona Revised Statute §38-863.01



## RECOMMENDATION

- Staff recommends Council adopt Resolution No. 2646 approving the PSPRS funding policy.



## CITY COUNCIL REPORT

**SUBJECT:** Consideration of the Executive Continuity Program

**MEETING DATE:** June 9, 2026

**TO:** Mayor and Council

**FROM:** Kevin Artz, Chief Financial Officer

**REVIEWED:** Reyes Medrano, Jr., City Manager

### **PURPOSE:**

The Finance Department is requesting approval of an Executive Continuity Program to help preserve institutional knowledge, maintain operational stability, and ensure uninterrupted service delivery during executive and leadership retirements.

### **BACKGROUND:**

As executive and leadership positions within the city of Tolleson approach retirement age, individuals have a decision to make regarding their retirement, working for a different organization or continuing to work for the city of Tolleson.

By establishing a program, the Council is establishing objectives intended to:

- Preserve institutional knowledge and operational expertise
- Maintain operational stability
- Support continuity of strategic objectives
- Provide leadership continuity
- Reduce operational disruptions
- Promote fiscal stewardship with cost-effective strategies

Establishing a program also sets consistent and transparent guidelines for the City and the employee, by outlining the financial parameters of the program for the employee.

### **DISCUSSION:**

With implementation of the Executive Continuity Program, the City will be able to respond promptly when an employee requests the ability to return to work after retiring. In addition, the program outlines the City's commitment to financial stewardship and managing on-going costs. With the program in place, the city would avoid costs with traditional employment models, including eliminating health and dental benefits costs, retirement contribution costs, and paid leave benefits for one year. In addition, costs associated with executive recruitment and on-boarding costs would be eliminated. Finally, the employees' salary would be reduced by up to 25% compared to their current salary, providing for on-going savings. The program provides the City Manager flexibility to adjust the salary reduction percentage (25%) based on the need for stability, continuity and the complexity of projects that are in process.

Overall, the program reduces costs to the City, while maintaining employees that have vast institutional knowledge and provide operational stability.

**BUDGET IMPACT:**

The program would provide one-time and on-going budget savings.

**RECOMMENDATION:**

Staff recommends that Council approve the Executive Continuity Program.

**ATTACHMENTS:**

1. 06 09 26 Executive Continuity Program
2. 06 09 26 Executive Continuity Program - Chief Financial Officer Kevin Artz

## **Executive Continuity Program**

### **Purpose**

The Executive Continuity Program is designed as a strategic workforce initiative to preserve institutional knowledge, maintain operational stability, and ensure uninterrupted service delivery during executive retirements and leadership vacancies. As the City experiences retirements among key leadership positions, the program establishes a structured process to retain executive leadership, department directors, and other critical senior management positions approved by the City Manager.

Executive and senior management positions possess significant operational, regulatory, strategic, and organizational responsibilities that are often difficult to immediately replace. Vacancies within these positions may create operational disruptions, delays in strategic initiatives, loss of institutional knowledge, and increased workload demands on remaining leadership staff. The Executive Continuity Program allows experienced retired leaders to provide operational continuity support, mentorship, strategic guidance, and leadership stability in critical executive and senior management positions.

Government agencies throughout the country utilize similar workforce continuity and retiree reemployment programs to support continuity of operations and address critical leadership gaps. Programs such as California's Retired Annuitant Program and federal reemployed annuitant practices are designed to preserve institutional knowledge, maintain continuity of operations, and provide experienced leadership support during executive retirements and workforce shortages.

### **Program Objectives**

The Executive Continuity Program is intended to:

- Preserve institutional knowledge and operational expertise
- Maintain operational stability during executive retirements and leadership vacancies
- Support continuity of strategic initiatives, regulatory oversight, and departmental operations
- Provide leadership continuity in critical executive and senior management positions
- Reduce operational disruptions associated with executive vacancies
- Promote fiscal stewardship through cost-effective workforce strategies
- Minimize long-term employment liabilities through third-party agency arrangements
- Support mentorship, strategic guidance, and organizational continuity

### **Program Parameters**

- Applicable only to executive leadership, department directors, and approved senior management positions
- Limited exclusively to retirees of the Arizona State Retirement System (ASRS)
- Engagements must be operationally justified and approved by the City Manager
- Retirees will be engaged through approved third-party agency arrangements
- Assignments will be aligned with operational continuity and organizational stability needs

- Compensation and contractual arrangements will be administered in accordance with applicable laws, policies, and agency agreements

### **Financial and Operational Benefits**

The Executive Continuity Program provides measurable financial and operational benefits. By utilizing retirees through third-party agency arrangements, the City avoids many long-term employment costs typically associated with traditional employment models, including medical benefit expenditures, retirement system contributions, paid leave accruals, and other benefit-related liabilities. The program also minimizes operational disruptions associated with executive vacancies while supporting fiscal stewardship and organizational stability.

To support cost savings and responsible stewardship of public resources, compensation for retirees participating in the Executive Continuity Program shall generally be established at a rate approximately 25 percent (25%) lower than the individual's final base salary with the City, unless otherwise approved by the City Manager based on operational necessity or market conditions. Compensation for external executive continuity appointments shall be evaluated based on operational necessity, market conditions, experience, and overall fiscal impact to the City, and should generally remain below the total compensation cost of a traditional full-time executive position whenever operationally feasible.

The program further reduces costs associated with executive recruitment, onboarding, and productivity loss by retaining experienced leadership professionals who possess existing operational knowledge, regulatory familiarity, and established organizational relationships.

When external executive recruitment is necessary, compensation and contractual arrangements should be evaluated in consideration of market conditions, operational needs, and overall fiscal impact to the City. The Executive Continuity Program is intended to provide a cost-effective workforce continuity strategy that supports operational stability while minimizing long-term financial obligations.

### **Organizational Alignment**

The Executive Continuity Program reflects the City of Tolleson's commitment to stewardship, accountability, collaboration, and service excellence by supporting operational stability, workforce continuity, and the continued advancement of the City's strategic goals.



# **EXECUTIVE CONTINUITY PROGRAM**

**June 9, 2026**



## **PURPOSE**

Staff is requesting approval of an Executive Continuity Program to help:

- Preserve institutional knowledge
- Maintain operation stability
- Ensure uninterrupted service delivery

During executive and leadership retirements.



## PROGRAM OBJECTIVES

- Preserve institutional knowledge and operational expertise
- Maintain operational stability
- Support continuity of strategic objectives
- Provide leadership continuity
- Reduce operational disruptions
- Promote fiscal stewardship with cost-effective strategies



## HOW IT WORKS

- Allows the City to respond promptly when an employee requests the ability to return to work after retiring.
- Avoid costs of health, dental and retirement benefits for one year
- Avoid costs associated with executive recruitments
- Employee salary would be reduced by up to 25% of the current salary (City manager has flexibility to modify the reduction %)
- Allows the City to continue to maintain service levels at a reduced cost to taxpayers
- Used in conjunction with a contract with Educational Services, LLC to provide staffing arrangements



## **RECOMMENDATION**

- Staff recommends Council approve the Executive Continuity Program



Questions?

## CITY COUNCIL REPORT



**SUBJECT:** Professional Services Agreement with Educational Services, LLC, for an employee staffing agreement in conjunction with the Executive Continuity Program.

**MEETING DATE:** June 9, 2026

**TO:** Mayor and Council

**FROM:** Kevin Artz, Chief Financial Officer

**REVIEWED:** Reyes Medrano, Jr., City Manager

### **PURPOSE:**

The Finance Department is requesting approval of a Professional Services Agreement between the City of Tolleson and Educational Services, LLC, for employee staffing in conjunction with the Executive Continuity Program. The Agreement shall not exceed \$250,000 per year, and can be renewed upon mutual agreement.

### **BACKGROUND:**

On June 9, 2026, staff presented the Executive Continuity Program for Council consideration (previous agenda item). If the Executive Continuity Program is approved by Council, this Professional Services Agreement would provide the means and be the next step to implement the program.

The Executive Continuity Program would help to preserve institutional knowledge, maintain operational stability, and ensure uninterrupted service delivery during executive and leadership retirements. Having a staffing agreement in place will allow the City to act quickly to establish the objectives of the program.

### **DISCUSSION:**

The agreement term is for one year with a not to exceed amount of \$250,000 per year. The agreement may be renewed annually upon mutual agreement. The Council is authorizing the City Manager to execute the annual renewals.

The City will be utilizing the Encore Program of the agreement (per Exhibit B), which provides sole discretion to the City to set the terms and return-to-work program parameters. The agreement would only be utilized in the years that an executive or leadership position retires. If there are no retirements in a year, there would not be any funds expended.

### **BUDGET IMPACT:**

Funding for the employee staffing agreement is included in the budget for the Department with the retirement in a given year (salary savings).

### **RECOMMENDATION:**

Staff recommends approval of the Professional Services Agreement between the City of Tolleson and Educational Services, LLC, (ESI) for employee staffing agreements, subject to the provisions of the Executive Continuity Program.

**ATTACHMENTS:**

1. ER ESI CPA 06 30 27

## EMPLOYEE STAFFING AGREEMENT

This Employee Staffing Agreement (“**Agreement**”) is entered into effective July 1, 2026 (“**Effective Date**”), by and between City of Tolleson, with its principal office located in Tolleson, AZ (“**Client**”), and Educational Services, LLC, an Arizona limited liability company with its principal office located in Scottsdale, Arizona (“**ESI**”) (ESI and Client may also be referred to herein as a “party” or “parties”).

### **RECITALS**

- A. ESI is a company in the business of providing employee staffing services.
- B. Client desires to obtain certain staffing services (“**Services**”) from ESI. ESI is willing to provide Services to Client upon the terms and conditions contained in this Agreement and the attached exhibits, which are incorporated into this Agreement.
- C. This Agreement provides for the allocation between Client and ESI of responsibilities with respect to covered employees (“**Workers**” pursuant to Section 2 below).
- D. This Agreement shall not diminish, abolish, or remove any rights of Workers against the Client, or obligations of the Client to any Workers, if any, that existed before the Effective Date of this Agreement.

### **AGREEMENT**

In consideration of the foregoing recitals which are fully incorporated as if set forth herein, and mutual promises contained herein, Client and ESI further agree as follows:

1. **RELATIONSHIP OF THE PARTIES.** ESI is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. All Workers provided by ESI to perform Services for Client pursuant to this Agreement shall be employees of ESI and not of Client. Client will supervise, direct and control Workers to the extent necessary to conduct the Client’s business, and operations, and to comply with licensing and certification requirements that apply to the Client, or to any Worker. In all other respects, ESI retains the right to control the Workers’ employment, evaluation, compensation, discipline, and discharge of Workers performing Services under this Agreement. Nothing in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between ESI and Client.
2. **WORKERS.** In this Agreement, the term “**Worker**” or “**Workers**” means an individual(s): (a) employed by ESI, (b) who is performing Services under the supervision, direction and control of Client pursuant to this Agreement, (c) who has completed ESI’s required hiring and onboarding process forms, and, where applicable, is certificated or licensed as required by law for the position and duties in which ESI places the Worker. ESI will not place into employment positions with the Client any Worker who does not possess, or have the ability to possess, all necessary certification and endorsements or licenses for the position assigned. ESI will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination, and/or harassment claims. ESI retains the right to make a final determination as to whether to hire a Worker.
3. **TERM OF AGREEMENT.** The initial term of this Agreement will commence on the Effective Date (“**Term**”) and will continue for one (1) year, or until June 30, 2027, whichever occurs first. Upon the expiration of the initial Term, this Agreement may be renewed annually upon mutual agreement of both parties (with each one-year renewal being a successive “**Term**”). This Agreement does not automatically renew.
4. **WORKER REMOVAL; TERMINATION OF AGREEMENT**

- A. Removal of Workers, Without Cause. Notwithstanding any other provision of this Agreement, Client may request removal of Worker at any time, without cause upon the submission of at least thirty (30) calendar days' advance written notice, but the ability to terminate any Worker at any time rests solely with ESI.
- B. Removal of Workers, With Cause. Notwithstanding any other provision of this Agreement, Client may request immediate removal of, and ESI may terminate, any Worker upon written notice to ESI of the occurrence of any of the following:
- i. A material breach by ESI, or a Worker of any of ESI's obligations under this Agreement, or under the Worker's contract and/or employment offer letter with ESI.
  - ii. If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of or pleads guilty to a felony, has his or her certification or other licensing required for the position for which employed by ESI revoked or suspended, fails to maintain a valid fingerprint card if one is required by Client, commits an act or omission which constitutes a breach of the Worker's contract and/or employment offer letter, violates the policies of the Client applicable to Client's own employees, including safety policies, commits an act of unprofessional conduct, or commits an act that adversely affects the reputation of Client.
  - iii. Death or Permanent Disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to the Worker) shall terminate as of his or her death or Permanent Disability. "**Permanent Disability**" shall mean the Worker is unable to perform his/her essential job duties, with or without reasonable accommodation, for a period of more than sixty (60) days, not including any protected leaves of absence (e.g. leave under the Family and Medical Leave Act).
  - iv. If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to ESI.
- C. Termination of Agreement. This Agreement may be terminated by either party, for any reason, at any time prior to the expiration of the Term, by providing ninety-day (90) written notice to the other Party, in the manner described in Section 24.

## 5. DUTIES AND RESPONSIBILITIES

- A. ESI's Duties. In collaboration with Client, and subject to the other terms of this Agreement, ESI shall employ the Workers and further shall:
- i. Recruit, hire, compensate, place, replace, discipline, and terminate Workers for the type(s) of work described on Exhibit B, under Client's supervision, direction, and control.
  - ii. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("**Title VII**"), the Americans With Disabilities Act ("**ADA**"), the Age Discrimination in Employment Act ("**ADEA**"), the Fair Credit Reporting Act ("**FCRA**"), the Immigration Reform and Control Act of 1986; the Family Medical Leave Act ("**FMLA**"); the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in Section 12 below, the Patient Protection and Affordable Care Act ("**ACA**"), and other applicable laws. ESI warrants compliance with all federal immigration laws and regulations that relate to Workers, and that it has verified employment eligibility of each Worker through the E-verify program, as required by state law.

- iii. Maintain a system of statewide background checks on all Workers provided to Client to include pre-screening, credentialing, licensure, statewide criminal background check, and fingerprinting as required by applicable law, the results of which shall be made available to Client upon request to the extent permitted by law. ESI shall ensure that all Workers possess all certifications and licenses necessary to perform their assignments.
- iv. Maintain a system of evaluation, which can be the Client's evaluation systems and instruments. ESI retains the right to maintain a program of supervision at Client's worksite that seeks enforcement of appropriate policies and procedures. In order to maintain such program, ESI reserves the right to designate one or more on-site ESI employees as the supervisor, and/or, ESI contact responsible for addressing and responding to Workers.
- v. Provide each Worker with information regarding his or her obligation to comply with applicable safety, drug/alcohol, anti-harassment, anti-discrimination, anti-retaliation, and conduct policies.
- vi. Inform each Worker in writing that s/he is employed by ESI, and not employed by the Client. ESI shall be responsible for administrative employment matters, such as withholding and transmission of all federal, state, and local employment tax payments, providing workers' compensation insurance in accordance with Section 9 below, as well as management of fringe benefit programs for Workers. ESI agrees to pay, and hold harmless, Client from any and all tax penalties, assessments, or governmental charges in connection with all or any of the Services provided under the terms of this Agreement.
- vii. Inform each Worker in writing that the reporting of a job related illness/injury shall be made to the Client and to ESI, and provide information on where and how reports are to be made to the Client and ESI. Worker must coordinate with ESI, or ESI's representative, for non-emergency treatment, and not the Client, or Client's representative.
- viii. Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA"), and applicable state and local wage laws. ESI shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. ESI shall be exclusively responsible for, and will comply with, applicable law governing the reporting and payment of wages, payroll-related items, and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client.
- ix. Hourly employees will not be allowed to accrue "comp time," and will be paid their proper overtime rate for any overtime hours worked, as required by applicable law. If an authorized timesheet approver (e.g. an employee of Client) approves a Worker's timesheet with overtime hours on it, ESI must pay that overtime, and will bill Client accordingly for that overtime.
- x. Be responsible for the adequacy of the services provided by Workers pursuant to this Agreement.
- xi. Perform all other responsibilities with respect to Workers otherwise required of an employer, and not assumed by Client pursuant to this Agreement.
- xii. As the common law employer, ESI has the right to enter and physically inspect the work site and work processes; to review and address, unilaterally or in coordination with Client, Workers' performance issues; and to enforce ESI's employment policies relating to Workers' conduct at the worksite.
- xiii. Maintain in full force and effect at all times during the Term of this Agreement Commercial General Liability ("CGL") insurance in accordance with Section 11, below.

B. Client's Duties. In collaboration with ESI, and subject to the other terms of this Agreement, Client shall:

- i. Properly supervise, direct and control Workers performing its work and be responsible for its own business operations, products, services, and intellectual property;
  - ii. Properly supervise, control, direct and safeguard its premises, processes, or systems, and not permit Workers to operate any tool, equipment, vehicle or mobile equipment without proper training, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without ESI's express prior written approval or as strictly required by the job description provided to ESI;
  - iii. Provide Workers with a safe work site and provide appropriate information, safety training, personal protection equipment and other safety equipment with respect to any unsafe or hazardous condition, hazardous substances or conditions to which they may be exposed at the work site;
  - iv. Not change Workers' job duties and/or assignment without ESI's express prior written approval; and
  - v. Not pay any Worker in cash, or by any other means for any services rendered. Any individual whom a Client pays directly for any Services rendered will not be considered a Worker under this Agreement as to the Services for which the Client provides payment.
  - vi. Exclude Workers from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Workers' compensation or benefits.
  - vii. Provide liability indemnity protection to the Workers performing Services under this Agreement, and to ESI, in accordance with Section 10, below.
  - viii. Immediately forward to ESI any garnishment orders, involuntary deduction orders, notices of Internal Revenue Services ("IRS") liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with ESI in responding thereto.
  - ix. If Client requires Worker to operate any type of Client vehicles, Client shall assume full responsibility for transportation safety, vehicle maintenance, training Worker in the basic operational necessities of operating Client's vehicle, vehicle safety inspections, environmental compliance, and all government requirements and compliance relating to Worker's operation of Client's vehicle.
- C. Financial Auditing and Inspection of Records. Upon reasonable written notice, either ESI or Client may, at its own expense, inspect the other party's financial or personnel records relating to this Agreement, and the audited party shall cooperate with such audit. Auditors who are not employees of the auditing party may be engaged for this purpose only with the consent of the audited party.
- D. No Recruitment. To safeguard the parties' rights and obligations under this Agreement, during the Term of this Agreement and for twelve (12) months after the termination of this Agreement for any reason, ESI and Client agree not to directly or indirectly employ or engage as an independent contractor any employee of the other party without the prior written consent of the other party. Except as otherwise provided in **Exhibit B**, any party who violates this paragraph shall immediately pay to the other party a fee in the amount of 25% of such recruited employee's (or contractor's) annualized compensation with the new party who engaged or employed such employee or contractor.
- E. Client-Recruited Workers. Workers are considered "**Client-Recruited Workers**" when, by prior written agreement with ESI, Client recruits or otherwise identifies specific personnel whose services Client needs, and Client refers such individuals to ESI for the purpose of ESI employing them and

assigning them to work for Client pursuant to this Agreement. The terms of this Agreement shall be modified with respect to Client-Recruited Workers with an **Exhibit C** amendment as such.

6. **APPROVAL OF SUPPLIED WORKERS.** Client has the right, but not the obligation, to pre-approve any Worker provided by ESI to fill a position for which the Client has contracted with ESI to provide. The Client has the right to reject any Worker prior to, or, at the time of placement for any lawful reason. Client may recommend that ESI impose discipline upon any Worker for any lawful reason, and ESI may, in its own right, impose discipline, up to and including dismissal, upon any Worker for any lawful reason. ESI retains the sole right to determine if rejection, discipline, or dismissal of a Worker is for a lawful reason.
7. **FEE SCHEDULE.** Client will pay ESI in accordance with the Fee Schedule, attached as **Exhibit C**. ESI will pay for all associated employer's payroll liabilities for the Workers. Payroll liabilities include FICA (OASDI/Medicare), federal and state unemployment taxes, workers' compensation insurance, and any fringe benefits required by law or policy ("**Payroll Liabilities**"). ESI's obligation to pay all Payroll Liabilities will not change during the Term, even if there are mid-Term increases in SUTA or workers' compensation rates charged for the Workers. However, ESI reserves the right to amend **Exhibit C** and charge Client for increased Payroll Liabilities mid-Term only in the event of the following: A) an additional category of payroll tax applicable to the Workers is mandated by any federal, state, or local government that was unforeseen at the commencement of the Term; or B) any federal, state, or local government imposes a material and substantial change to the payroll tax structure applicable to the Workers that causes material increased costs to ESI that were unforeseen at the commencement of the Term.
8. **PAYMENT TERMS.** Client agrees to pay net upon receipt of ESI's invoice and to pay interest on any unpaid balances after 30 days from the date of receipt at the compounded rate of 0.0219% per day (Annual Percentage Rate of 8%) or the maximum legal rate, whichever is higher, calculated from the date of receipt.
9. **WORKERS' COMPENSATION**
  - A. ESI will be considered the "employer" of all Workers for the purposes of providing workers' compensation insurance within the meaning of applicable law. ESI shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirements of the applicable state, including Employer's Liability insurance with limits of liability of not less than \$1,000,000 each accident, and \$1,000,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers' compensation insurer.
  - B. Client and ESI understand, agree, and acknowledge that no individual will be covered by ESI's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a "Worker" under Section 2 of this Agreement.
  - C. Client understands, agrees, and acknowledges that the workers' compensation insurance that ESI will provide under this Agreement will only cover individuals who are employed by ESI, and that such ESI's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own employees.
10. **CLIENT'S LIABILITY INSURANCE.** Client will provide liability indemnity protection to the Workers performing Services under this Agreement, and ESI, to the extent that the Worker is providing services for the Client, and the Worker is acting within the course and scope of the authorization granted. The provision of liability indemnity protection shall not be construed as evidence that the relationship between the parties and Workers is other than specifically provided for and agreed to in this Agreement. The coverage provided will be made available to Workers as an additional covered party under the terms of the Client's insurance coverage. Coverage will be made available by the Client's insurance company to Workers on the same terms and

conditions as coverage is made available to Client's employees. ESI shall be named an additional covered party to the Client's insurance agreement but only to the extent that ESI is vicariously liable for the acts of Workers while Workers are performing services for Client but not for any actual or alleged wrongful act, error or omission of ESI in its own right (e.g., claims of negligent hiring, supervising or retention, employment discrimination, etc.).

11. **ESI'S LIABILITY INSURANCE.** ESI shall maintain in full force and effect at all times during the Term of this Agreement CGL insurance with limits of liability of not less than one million dollars (\$1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two million dollars (\$2,000,000). The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of ESI and its employees that is not the direct consequence of the Services provided by Workers under the terms of this Agreement. The Client shall be added as an additional insured to the CGL policy, but only to the extent that the covered liability-causing event is not related to the Services provided by Workers under the terms of this Agreement.
12. **PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA).** All Workers are the common law employees of ESI. ESI is an applicable large employer for purposes of compliance with the requirements of Code Section 4980H. Accordingly, ESI offers full-time Workers and their "dependents" (as defined in any regulations or other guidance issued under Code Section 4980H) the opportunity to enroll in ESI's "minimum essential coverage" (as defined in Code Section 5000A(f) and any regulations or other guidance issued thereunder) under an "eligible employer-sponsored plan" (as defined in Code Section 5000A(f)(2) and any regulations or other guidance issued thereunder) at least once per year. Such coverage provides "minimum value" (as defined in Code Section 36B(c)(2)(C)(ii) and any regulations or other guidance issued thereunder) and is affordable by reference to an applicable affordability safe harbor. For purposes of applicable reporting, ESI will determine full-time employee status for all Workers using the "look-back measurement method" (as defined in the regulations or other guidance issued under Code Section 4980H) and will conduct the necessary tax reporting as required by Code Sections 6055 and 6056, including the timely furnishing of all Forms 1095-C to applicable individuals and the timely filing of all Forms 1094-C and 1095-C with the IRS. A Worker's eligibility for coverage under ESI's group health plan will be determined by reference to plan's governing documents, as may be amended from time to time. Each party agrees to provide the other party timely notice of any penalty assessment or other correspondence from the IRS or other governmental agency with respect to Code Section 4980H compliance as it applies to the Workers covered by this Agreement. For this purpose, notice shall be considered timely if provided to the other party no later than 30 days before a corresponding response is due to the IRS or other governmental agency.
13. **PROTECTED LEAVES OF ABSENCE**
  - A. The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") protects civilian job rights and benefits for military servicemembers, veterans, and members of Reserve components. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event that Workers are called away for or return from military service, pursuant to the requirements of USERRA.
  - B. The FMLA protects job rights, leave, benefits, and re-instatement rights of eligible employees after the employee has been on approved FMLA leave. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event that Workers go on leave or return from leave, pursuant to the requirements of the FMLA.
14. **SAFE WORK ENVIRONMENT**
  - A. ESI and its Workers will comply with all applicable OSHA or other health and safety laws, regulations, ordinances, directives, codes, standards and rules imposed by controlling federal, state, or local governments, and will immediately report all work-related accidents involving the Worker within 24 hours to Client.

- B. Client agrees to provide immediate unfettered access to ESI to conduct an investigation and inspection of any tool, machine, equipment or work orders related to the work-related accident.
- C. If applicable, and appropriate, Client will provide and train Workers regarding the use of personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.
- D. ESI or its workers' compensation carrier has the right to inspect the Client's premises and operation but is not obligated to conduct any inspections. ESI reserves the right to audit safety activities. ESI, or its insurers, may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training maintaining OSHA logs). Neither ESI's insurer nor ESI warrants the result of the inspections, or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes, or standards.
- E. Client will ensure that all facilities where the Workers perform services are in compliance with any and all applicable OSHA or other health and safety laws, regulations, ordinances, directions, codes, standards or rules regarding workplace safety and health.

15. **ON-SITE SUPERVISION**

- A. Client has the right to provide direction, supervision, training, and control of each Worker in the performance of the Services. Client will provide daily supervision and monitoring of the Workers and will report to ESI. ESI has the right, if necessary at its sole discretion, to designate at least one (1) on-site supervisor from among the Workers assigned to complete the Services. This on-site supervisor may direct the administrative matters and conduct facility inspections relating to the Services and may be under the direct supervision of ESI. If ESI fails to designate an on-site supervisor, Workers assigned to perform Services for the Client shall be under the direction, supervision and control of Client.
- B. ESI shall determine the procedures to be followed by Workers regarding the time and performance of the Workers' job functions and duties, and these will coincide with Client requirements regarding time and performance of same. Client agrees to cooperate with ESI in the formation of such policies and procedures and permit ESI to implement its policies and procedures relating to the Workers.

16. **INDEMNIFICATION**

- A. Each party (as "**Indemnitor**") agrees to indemnify, defend, and hold harmless the other party (as "**Indemnitee**") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "**claims**," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- B. Client agrees to indemnify, defend, and hold harmless ESI for any (i) breach of any representation, warranty or obligation of Client set forth in this Agreement; and (ii) any claim that any work product or Client's receipt or use thereof infringes on any intellectual property right of a third party. For Workers operating Client vehicles, Client hereby agrees to indemnify, defend, and hold harmless ESI for any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) resulting from a vehicular incident, but only to the extent that the Workers are operating Client's vehicles within the course and scope of authorization granted by the Client.
- C. ESI shall be solely responsible and shall indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with ESI's failure to: (i) offer minimum essential coverage that provides minimum value consistent with Section 12 of this Agreement; (ii) timely and accurately furnish and file information returns consistent with

Section 12 of this Agreement; or (iii) otherwise comply with the requirements of Code Section 4980H and any regulations or other guidance issued pursuant thereto. Notwithstanding the foregoing, ESI shall not be responsible and shall not indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with Client's failure to: (i) offer minimum essential coverage to Client's common law employees pursuant to an eligible employer-sponsored plan; (ii) offer coverage that provides minimum value and that is "affordable," within the meaning of Code Section 4980H and any regulations or other guidance issued pursuant thereto; or (iii) provide timely notice of any penalty assessment or other correspondence from the IRS or other governmental agency as described by Section 12 of this Agreement.

D. The Indemnitee hereunder shall promptly notify the Indemnitor in writing of any claim, suit, action or proceeding and cooperate with the Indemnitor at the Indemnitee's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such claim, suit, action or proceeding and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitor shall not settle any claim, suit, action or proceeding in a manner that adversely affects the rights of the Indemnitee without the Indemnitee's prior written consent. The Indemnitee's failure to perform any obligations under this section shall not relieve the Indemnitor of its obligations under this section except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own expense.

E. The parties agree that this Section 16 constitutes the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

17. **ADJUDICATION OF AGREEMENT; SEVERABILITY.** If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that such enforceable provisions be severable and the remaining parts of this Agreement will nevertheless continue to be valid and enforceable.
18. **LIMITATION OF LIABILITY.** CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT CLIENT'S SOLE REMEDY IN THE EVENT OF ESI'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT IS TO TERMINATE THIS AGREEMENT AND RECEIVE, WITHIN THIRTY (30) DAYS AFTER THE TERMINATION DATE, A REFUND FOR ANY FEES THAT CLIENT PAID ESI AS OF THE TERMINATION DATE FOR SERVICES THAT WERE NOT PERFORMED AS A RESULT OF ESI'S BREACH. FURTHER, ESI SHALL HAVE NO FURTHER LIABILITY OR OBLIGATION TO CLIENT WHATSOEVER, SUCH AS LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. CLIENT ACCEPTS THE RESTRICTIONS ON CLIENT'S RIGHT TO ADDITIONAL RECOURSE AS PART OF CLIENT'S BARGAIN WITH ESI.
19. **ATTORNEYS' FEES.** Should any litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such litigation shall be entitled to, and in addition to any other relief that may be granted, the prevailing party's attorneys' fees and costs.
20. **MODIFICATION; WAIVER OF AGREEMENT.** No modification or waiver of this Agreement will be valid unless the modification or waiver is in writing and signed by the designated representative of the Client and a Director-level employee or above of ESI. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement will not be construed as a waiver of the right to insist upon the strict performance of the same provision, at any future time.
21. **ENTIRE AGREEMENT.** This Agreement, including the Recitals and Exhibits (which shall supplement and supersede any contrary provisions), constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter.

22. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. For the avoidance of doubt, ESI has the right to assign its rights and obligations under the Agreement to any assignee, successor, and/or subsequent owner, whether as a result of a merger, acquisition, or other change in ownership.
23. **CONSTRUCTION; INTERPRETATION; HEADERS.** This Agreement is intended to express the mutual intent of the parties, and no rule of strict construction shall be applied against the drafting party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting gender include both genders; references to “writing” include printing, typing, electronic writing and other means of reproducing words in a tangible visible form; the words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”. The term “person” shall include an individual, corporation, joint venture, partnership, trust, estate, association or any other entity. The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.
24. **NOTICES.** All notices or other communication required or permitted under this Agreement shall be in writing, and shall be made by hand delivery, or overnight courier, or prepaid first-class certified mail, with an additional copy (which does not constitute notice) sent via email. Notice to ESI shall be sent to:

Educational Services, LLC  
14614 N. Kierland Blvd, Suite 230  
Scottsdale, AZ 85254  
ATTN: ESA Administrator  
Email: hr@esiaz.us

Notice to Client shall be sent to Client at the address set forth on the signature page hereto.

25. **COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
26. **GOVERNING LAW; ARBITRATION.** This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all mandatory contract provisions of state agencies required by statute or executive order. In the event of any dispute between the parties to this Agreement arising out of, relating to, or in connection with the provisions of this Agreement, or the performance hereunder, the parties hereby agree that any such dispute shall be exclusively submitted to, and resolved in, binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. The arbitrator’s decision and/or award shall be final and binding. The prevailing party, if any, shall be entitled to reasonable attorney’s fees and costs. Arbitration shall take place in Maricopa County, Arizona.
27. **FORCE MAJEURE.** Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other unforeseen causes beyond the control of the nonperforming party.
28. **VALIDITY.** This Agreement shall be valid and enforceable only after the designated representative of both Client and ESI has signed it.

(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated at their respective signatures below.

Effective Date: July 1, 2026

“Client”

EDUCATIONAL SERVICES, LLC,  
an Arizona limited liability company

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
ESI Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Address For Notice

**EXHIBIT A**  
**SUPPLEMENTAL TERMS FOR ARIZONA CLIENTS**

**1. ESI COOPERATIVE CONTRACTS**

If Client is a public entity, public school district, or political subdivision of the State of Arizona that utilizes cooperative contracts, all fees are defined through the following cooperative contracts. The following is a list of the active cooperative contracts and may be subject to change. Refer to the specific governing cooperative contract for current detailed fee terms.

Mohave Educational Services Cooperative Contract  
or  
1Government Procurement Alliance Contract  
or  
SAVE Cooperative Contract

**2. ALTERNATE CONTRIBUTION**

Pursuant to A.R.S. § 38-766.02, Client is responsible for payment of the Alternate Contribution to the Arizona State Retirement System for any amounts that may be due for individual Workers.

**3. NON-APPROPRIATION CLAUSE**

If Client is a public entity, public school district, or political subdivision of the State of Arizona, Client may cancel this Agreement by providing written notice to ESI if funding is not available to Client due to budget constraints.

**4. CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the Client may, within three (3) years after its execution cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Client is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity, or a consultant to any other party to the contract with respect to the subject matter of the contract.

**5. IMMIGRATION LAW WARRANTY**

Pursuant to the provisions of A.R.S. § 41-4401, each party warrants to the other party that it is in compliance with all Arizona and federal immigration laws and regulations that relate to its employees and Workers and with the E-Verify program under A.R.S. § 23-214(A). Each party acknowledges that its breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any employee/Worker of the other party or any independent contractor who works on this Agreement to ensure compliance with this warranty.

**6. ENTIRE AGREEMENT**

This Agreement, including the Recitals and Exhibits, along with all other agreements explicitly referenced herein, including the **Mohave Educational Services Cooperative Contract, 1Government Procurement Alliance Contract, and SAVE Cooperative Contract** constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter.

**EXHIBIT B**

**PROGRAM SERVICE TERMS**

**1. ENCORE (FORMERLY RETIREEREHIRE) PROGRAM**

If Client engages in ESI's Encore service, the following summarizes Client's return-to-work program parameters. Client has sole discretion to set terms. Terms may be changed by Client at any time upon written notice to ESI.

**Salaried Employees**

Contractual Salary	Varies*
Performance Pay	NO
Insurance Support	YES
PTO	YES
Holiday Pay	YES
Time Limit with ESI	One year or may renew

Other Special Provisions: \*Salary will vary depending on the employee position.  
All terms may vary depending on employee position.

**Hourly Employees**

Contractual Salary	<input type="checkbox"/> Same as Salary Employees Varies*
Performance Pay	NO
Insurance Support	YES, Only when fulltime
PTO	YES, For fulltime. Other than fulltime, only as required by the law (40 hrs. of sick leave)
Holiday Pay – only when fulltime	YES
Time Limit with ESI	One year or may renew

Other Special Provisions: Hourly rate will vary depending on the employee position.  
All terms may vary depending on employee position.

For Encore Workers (return-to-work retirees), Client will be responsible for providing paid leave equal to or greater than the amount required under Arizona law. The annual allotment of an Encore Worker's paid sick leave will not be accrued but will be granted by Client in full via a lump sum dispersal at the start of the Encore Worker's contracted employment period. Client will have discretion in determining the type and quantity of paid leave so long as this paid leave allotment meets the requirements of Arizona law.

## 2. **INDEMAND PROGRAM**

- A. **CONVERSION FEE.** If Client wishes to directly hire any Worker assigned to it by ESI as part of the InDemand Program during the Term of this Agreement or for twelve (12) months after the termination of this Agreement for any reason, Client shall pay ESI the Conversion Fee outlined in the Fee Schedule attached as **Exhibit C** no later than such Worker's start date with Client.