



**CITY OF EL MIRAGE  
REGULAR MEETING OF  
THE COMMON COUNCIL**

**AGENDA**

Mayor Alexis Hermosillo  
Vice Mayor Jacquelyn Parsons  
Councilmember Monica Dorcey  
Councilmember Ryan Eldridge  
Councilmember Scottie Gentry  
Councilmember Anita Norton  
Councilmember Donna Winston

---

**6:00 PM - Tuesday, April 21, 2026**

**City Council Chambers  
10000 N. El Mirage Road, El Mirage, AZ 85335**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City of El Mirage City Council and to the general public that the El Mirage City Council meetings are open to the public. Doors open to the Council Chambers approximately 30-minutes prior to the posted public meeting time. Members of the El Mirage City Council may attend either in person or by telephone conference call. Please silence all electronic communication devices before the meeting is called to order.

**Note:** The Common Council of the City of El Mirage, 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, including legal advice from the City Attorney.

Public access to this meeting is available using the following link: [Watch the Meeting Live.](#)

**1. ROLL CALL**

**2. CALL TO ORDER**

Pledge of Allegiance — led by Dysart School District students

Moment of Silence

Introduction of new Police Department employees

**3. PRESENTATION**

- 1.** Presentation for Dysart Unified School District/El Mirage Video Script Contest Winners.

**4. PROCLAMATION**

- 1.** Proclaiming April as Autism Awareness and Acceptance Month

**5. CALL TO THE PUBLIC**

Citizens desiring to speak on any issue within the jurisdiction of the public body may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken, (2) direct staff to review or follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

**6. CONSENT AGENDA**

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

- 1.** Consideration and action to approve the minutes of the Work Session and Regular Council meeting held on Tuesday, April 7, 2026. (City Clerk)
- 2.** Consideration and action to appoint Vice Mayor Jacque Parsons, Councilmember Monica Dorsey, and Mayor Alexis Herмосillo to serve as members for the El Mirage Community Grant Review Committee for the FY2026-2027 grant cycle. (Administration)
- 3.** Consideration and action to accept grant funds in the amount of \$3,000 from the Arizona Governor's Office of Highway Safety for the El Mirage Police Department to participate in the 2026 Click It or Ticket National Enforcement Campaign. (Grants/Police)
- 4.** Consideration and action to approve a 5-year agreement with Wyyerd fiber to provide Internet services to the City. (Information Technology)
- 5.** Consideration and action for the City of El Mirage to enter into an Intergovernmental Agreement with Borrowing Partnering Agencies to lend and borrow various fire apparatus on an as-needed basis to benefit public safety. (Fire)
- 6.** Consideration and action to adopt Resolution R26-04-07 establishing the STREET NAMING, RENAMING, AND CO-NAMING Policy to govern the naming of Public Streets in the City of El Mirage. (Development Services)

**7. REGULAR AGENDA**

1. Consideration and action to approve contract EM26-URR01 for City Hall roof resealing with Northern Arizona Roof Services in an amount not to exceed \$39,874 and authorize the finance department to make any transfers. (Public Works)

**8. CITY MANAGER'S COMMENTS & SUMMARY OF CURRENT EVENTS**

The City Council may not act upon any matter in the City Manager's summary, but may have general comments or questions.

**9. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS**

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

**10. ADJOURNMENT**

***Accommodations for Individuals with Disabilities.*** *Alternative format materials, sign language interpretation, assistive listening devices, or interpretation in languages other than English are available upon 72 hours' advance notice through the Office of the City Clerk, 10000 N El Mirage Road, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.*

**AFFIDAVIT OF POSTING — CITY COUNCIL MEETING OF APRIL 21, 2026.**

I hereby certify that this agenda was posted on April 15, 2026, at the following locations: 1) the City of El Mirage Exterior Bulletin Board at 10000 N. El Mirage Road and 2) the City of El Mirage website at [www.elmirageaz.gov](http://www.elmirageaz.gov).

  
Jill A. Boltz, City Clerk



## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Presentation for Dysart Unified School District/El Mirage Video Script Contest Winners.	
<b>MEETING DATE:</b> 04/21/2026	<b>AGENDA SECTION:</b> Presentations
<b>SUBMITTED BY:</b> Amber Wakeman, Deputy Director Intergov & PR	<b>DEPARTMENT:</b> Administration

### BACKGROUND:

El Mirage Elementary Schools and Dysart High School participated in the Dysart Unified School District (DUSD) El Mirage Video Script Contest for students in grades 3rd –12th. Participants were asked to create a 30–90 second video script responding to the prompt, “Why I Love El Mirage!” The City Council was invited to select the winning entries, and the Council chose the first, second, and third place winners. These students have been invited to attend the April 21 Council Meeting, where they will be recognized and presented with their ribbons and certificates.



## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Proclaiming April as Autism Awareness and Acceptance Month	
<b>MEETING DATE:</b> 04/21/2026	<b>AGENDA SECTION:</b> Proclamations
<b>SUBMITTED BY:</b> Regan Jepson, Community Partnership Administrator	<b>DEPARTMENT:</b> Community Services

### BACKGROUND:

Autism spectrum disorder is a developmental condition that affects how people communicate, learn, and interact with others. It can affect individuals of any age, race, ethnicity, sex, or background, and its causes are still not fully understood. Over the past several decades, autism diagnoses have increased worldwide. In Arizona, 1 in 32 children under the age of 8 were diagnosed with autism in 2022, highlighting the importance of early detection and support. During this month, we recognize families, educators, healthcare providers, and organizations who work every day to support individuals with autism and help create opportunities for people of all abilities to thrive.

### ATTACHMENTS

Proclamation Autism Awareness 2026



# PROCLAMATION

## AUTISM AWARENESS & ACCEPTANCE MONTH

APRIL 2026

**WHEREAS**, autism spectrum disorder is a neurological and developmental disorder that affects how people interact with others, communicate, learn, and behave; and

**WHEREAS**, researchers do not yet know the primary causes of autism spectrum disorder and it can affect anyone of any age, race, ethnicity, sex, or socioeconomic status; and

**WHEREAS**, the rate of autism diagnosis has steadily increased over the past 30 years making it one of the fastest-growing developmental conditions; and

**WHEREAS**, in Arizona, 1 in 32 children under the age of 8 and 1 in 52 children under the age of 4 were diagnosed with autism in 2022; and

**WHEREAS**, early diagnosis is key to supporting the needs of individuals with autism, and it is recommended that all children be screened for developmental delays by the age of 2; and

**WHEREAS**, adults on the autism spectrum can benefit from services and support that promotes health and well-being throughout their lives; and

**WHEREAS**, the City of El Mirage recognizes and values the individuals, families, professionals, and organizations who work to support people with autism spectrum disorder, and believes that greater awareness and understanding helps build a more inclusive and accepting community; and

**WHEREAS**, April is designated as Autism Awareness and Acceptance Month and World Autism Awareness Day was observed on April 2<sup>nd</sup>, 2026;

**NOW, THEREFORE**, the City of El Mirage proclaims the month of April as **AUTISM AWARENESS AND ACCEPTANCE MONTH**. The City of El Mirage encourages all citizens to learn about autism, support understanding and inclusion, and help foster a community where individuals of all abilities are respected and valued.

**IN WITNESS THEREOF**, I, Mayor Alexis A. Hermosillo, have hereunto set my hand and cause the Seal of the City of El Mirage to be affixed this 21st day of April 2026.

---

Alexis A. Hermosillo, Mayor



## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Consideration and action to approve the minutes of the Work Session and Regular Council meeting held on Tuesday, April 7, 2026. (City Clerk)
--

<b>MEETING DATE:</b> 04/21/2026	<b>AGENDA SECTION:</b> Consent
---------------------------------	--------------------------------

<b>SUBMITTED BY:</b> Jill Boltz, City Clerk	<b>DEPARTMENT:</b> City Clerk
---	-------------------------------

### RECOMMENDATION:

Approve the minutes as presented.

### PROPOSED MOTION:

I move to approve the minutes of the Work Session and Regular Council meeting held on Tuesday, April 7, 2026.



## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Consideration and action to appoint Vice Mayor Jacque Parsons, Councilmember Monica Dorcey, and Mayor Alexis Herмосillo to serve as members for the El Mirage Community Grant Review Committee for the FY2026-2027 grant cycle. (Administration)	
<b>MEETING DATE:</b> 04/21/2026	<b>AGENDA SECTION:</b> Consent
<b>SUBMITTED BY:</b> Regan Jepson, Community Partnership Administrator	<b>DEPARTMENT:</b> Community Services

**BACKGROUND:**

The El Mirage Community Partnership Grant Program framework, application materials, evaluation criteria, review committee process, and reporting requirements were adopted in April 2026. The program establishes a competitive process to award one-time funding to qualified nonprofit organizations that provide direct health and human services to El Mirage residents. To support a transparent scoring and review process, the program establishes the El Mirage Community Partnership Grant Review Committee (“Committee”). Members of the City Council are appointed by the Mayor to serve one-year terms on the Committee. The Committee will review and score eligible applications using Council-approved criteria, deliberate in public meetings, and provide non-binding, rank-ordered funding recommendations to the City Council. The Committee does not have authority to approve or award funding. Appointments align with the FY26–27 grant cycle.

**RECOMMENDATION:**

Approve the recommendation by the Mayor to appoint Vice Mayor Jacque Parsons, Councilmember Monica Dorcey, and Mayor Alexis Herмосillo to serve as members for the El Mirage Community Grant Review Committee for the FY2026-2027 grant cycle.

**PREVIOUS RELATED COUNCIL ACTION**

On April 7, 2026, the City Council adopted Resolution R26-04-03 to approve the El Mirage Community Partnership Grant Program framework, establish a Community Partnership Grant Review Committee, and authorize the City Manager or Designee to implement and administer the program.

**PROPOSED MOTION:**

I move to approve the recommendation by the Mayor to appoint Vice Mayor Jacque Parsons, Councilmember Monica Dorcey, and Mayor Alexis Herмосillo to serve as members for the El Mirage Community Grant Review Committee for the FY2026-2027 grant cycle.





## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Consideration and action to accept grant funds in the amount of \$3,000 from the Arizona Governor's Office of Highway Safety for the El Mirage Police Department to participate in the 2026 Click It or Ticket National Enforcement Campaign. (Grants/Police)	
<b>MEETING DATE:</b> 04/21/2026	<b>AGENDA SECTION:</b> Consent
<b>SUBMITTED BY:</b> Martina Longoria, Grants Program Coordinator	<b>DEPARTMENT:</b> Administration

**BACKGROUND:**

Describe the benefit to the organization and/or community. The City has been notified by the Arizona Governor’s Office of Highway Safety (GOHS) that the El Mirage Police Department (EMPD) has been selected to participate in the 2026 Click It or Ticket National Enforcement Campaign. As part of this campaign, the EMPD will receive a \$3,000 grant for overtime to assist with these efforts. The campaign focuses on enforcing and encouraging compliance with seat belt use. There is no match requirement for this grant.

Describe how this item aligns with an operational need, city priority, or strategic goal. This request aligns with the city’s strategic goal and public safety priority to enhance community safety through proactive initiatives, with the objective of optimizing staffing and operational readiness.

Describe the timing considerations for approval of this item. The two-week enforcement initiative will take place from May 18 to May 31, 2026.

Describe any anticipated impact this item might have on residents, businesses, or operations. Click It or Ticket is a national, high-visibility enforcement campaign focused on the consequences of not wearing a seat belt, aimed at changing driver and passenger behavior. These efforts protect lives, reduce collision-related costs, and create safer streets for families, businesses, and visitors. This funding strengthens the EMPD's ability to strategically deploy officers and sustain high-visibility enforcement.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. ARS 28-909 describes vehicle restraints required (seat belts). The Click It or Ticket campaign aims to enforce compliance with seat belt laws and ensure the safety of all motorists.

**RECOMMENDATION:**

Consideration and action to accept grant funds in the amount of \$3,000 from the Arizona GOHS for the EMPD to participate in the 2026 Click It or Ticket National Enforcement Campaign.

**PREVIOUS RELATED COUNCIL ACTION**

On April 15, 2025, the El Mirage City Council approved the acceptance of an award from the Arizona GOHS for the EMPD to participate in the 2025 Click It or Ticket National Enforcement Campaign.

**PROPOSED MOTION:**

I move to authorize the acceptance of an award in the amount of \$3,000 and authorize the City Manager to enter into a Memorandum of Understanding with the Arizona GOHS as presented.



## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Consideration and action to approve a 5-year agreement with Wyverd fiber to provide Internet services to the City. (Information Technology)	
<b>MEETING DATE:</b> 04/21/2026	<b>AGENDA SECTION:</b> Consent
<b>SUBMITTED BY:</b> Tom Bacome, IT Director	<b>DEPARTMENT:</b> Information Technology

**BACKGROUND:**

Describe the benefit to the organization and/or community. The city currently operates with one Internet vendor. Adding a second vendor would provide redundancy in the event of an outage, as well as load distribution for normal Internet usage.

Describe how this item aligns with an operational need, city priority, or strategic goal. This item aligns with the strategic goal of Outstanding Service in order to maintain a High-Performing Government.

Describe the timing considerations for approval of this item. The Information Technology Department implemented its disaster recovery this year. Adding this secondary Internet circuit would complete this project and offload some of the Internet traffic from the daily City usage.

Describe any anticipated impact this item might have on residents, businesses, or operations. During a severe Internet outage by the main Internet provider or a disaster recovery event, this secondary Internet circuit would allow the City to continue to monitor and provide most services to the residents by allowing staff and internal systems to stay connected to cloud services.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. None.

**RECOMMENDATION:**

Recommend approval of a 5-year agreement with Wyverd fiber to provide Internet services to the City.

**PROPOSED MOTION:**

I move to approve a 5-year agreement with Wyverd Fiber to provide Internet services to the City.

**BUDGETED:** Yes

**CIP:** No

**MULTI-YEAR:** Yes

**Fiscal Impact**

**AMOUNT REQUESTED:** \$1200.00  
**FISCAL YEAR:** 2026  
**ACCOUNT NUMBER:** 111-5-1511-371  
**ACCOUNT NAME:** Information Technology Computer Data Services

**AMOUNT REQUESTED:** \$4,600.00  
**FISCAL YEAR:** 2027  
**ACCOUNT NUMBER:** 111-5-1511-371  
**ACCOUNT NAME:** Information Technology Computer Data Services

**AMOUNT REQUESTED:** \$4,600.00  
**FISCAL YEAR:** 2028  
**ACCOUNT NUMBER:** 111-5-1511-371  
**ACCOUNT NAME:** Information Technology Computer Data Services

**AMOUNT REQUESTED:** \$4,600.00  
**FISCAL YEAR:** 2029  
**ACCOUNT NUMBER:** 111-5-1511-371  
**ACCOUNT NAME:** Information Technology Computer Data Services

**AMOUNT REQUESTED:** \$4,600.00  
**FISCAL YEAR:** 2030  
**ACCOUNT NUMBER:** 111-5-1511-371  
**ACCOUNT NAME:** Information Technology Computer Data Services

**AMOUNT REQUESTED:** \$4,600.00  
**FISCAL YEAR:** 2031  
**ACCOUNT NUMBER:** 111-5-1511-371  
**ACCOUNT NAME:** Information Technology Computer Data Services

**ATTACHMENTS**

- Wyverd Quote
- Master Services Agreement
- Wyverd Fiber Memo
- Cox Fire Department CBI Circuit to COI
- Lumen Contact Email



# QUOTE

**City of El Mirage**  
13601 N EL MIRAGE RD  
EL MIRAGE, AZ 85335 US

**Quote #** 484  
**Quote Date** 02/19/2026  
**Expiration Date** 03/19/2026  
**Term** 60 Months

## Recurring Charges

Description	Loc	Term Length	Qty	Price	Total
Business 2 GIG	13601 N EL MIRAGE RD EL MIRAGE AZ 85335 US	60 Months	1	350.00	350.00
+ SmartBiz (powered by CommandWorx™) managed WiFi solution		60 Months	1	30.00	30.00
+ SmartBiz (powered by CommandWorx™) managed WiFi solution		60 Months	1	-30.00	(30.00)
+ WyYerd standard business WiFi included with all plans		60 Months	1	0.00	0.00

**Monthly Recurring Estimate: \$350.00**

## One-Time Charges

Description	Loc	Qty	Price	Total
-------------	-----	-----	-------	-------

**One-Time Charges & Credits: \$0.00**

## **SMB MASTER SERVICE AGREEMENT**

This small and medium-sized business (“SMB”) Master Service Agreement (“MSA”) is effective as of the date on the first Service Order (“Effective Date”) by and between Wyverd Group, LLC, and its affiliates and subsidiaries, with an address of 1601 29<sup>th</sup> St Suite 1292-PMB1042 Boulder, CO 80301 (“Wyverd”) and the business entity listed on the Service Order (“Customer”). Each may be referred to herein as a “Party” and collectively as the “Parties.” This MSA and any Service Orders may be referred to as the “Agreement” herein.

### **ARTICLE 1 - GENERAL**

1.1 **Structure.** The purpose of this MSA is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain telecommunications and related services (“Services”) from Wyverd for its use. Additional terms and conditions that apply to each type of Service are set forth in service order (each a “Service Order”). In the event of an express conflict between a term(s) of this MSA and the term(s) of any and/or Service Order, precedence will be given in the following order: (a) this MSA then (b) the Service Order. By using the Services, you agree to abide by, and require others using the Services to abide by, this Agreement and all of the documents referenced herein.

1.2 **Service Orders.** Customer may request Wyverd to provide a Service by submitting a Service Order in a form provided by Wyverd from time to time in accordance this Agreement. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to Wyverd. Each Service Order must be accepted by Wyverd and shall be subject to this MSA.

### **ARTICLE 2 - TERM**

**MSA and Service Order Term.** This MSA shall be in effect for a period of three (3) years from the Effective Date (“Initial Term”) unless terminated earlier as otherwise provided for in this MSA, and shall automatically renew for one (1) year periods thereafter (each a “Renewal Term” and together with the Initial Term, shall be referred to as the “Term”) until either Party notifies the other Party of its intent not to renew the MSA at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that any Service Order remains in effect following such termination, this MSA shall govern and continue in effect with regard to such Service Order until the termination of such Service Order. The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order and thereafter, the Service Order shall automatically renew for one (1) year periods (collectively, the “Service Term”). Following the initial Service Term stated in any Service Order, Wyverd reserves the right to increase rates for any Services provided thereunder upon at least thirty (30) days’ notice.

### **ARTICLE 3 - PAYMENT TERMS**

3.1 **Invoicing and Payment Terms.** Wyverd may commence billing and Customer shall be liable for payment for Services upon the Service Activation Date as defined in the applicable Service Order. Wyverd will provide Customer with a monthly invoice, in advance, for the Services together with all other charges due. All amounts due Wyverd are payable in full within thirty (30) days from date of invoice (“Due Date”). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Service Order, Wyverd shall invoice Customer for any NRC upon acceptance of a Service Order.

3.2 **Invoice Disputes and Credit/Deposits.** To the extent that Customer disputes any portion of an invoice, Customer shall notify Wyverd in writing and provide detailed documentation supporting its dispute within sixty (60) days of the invoice date or the Customer’s right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If requested by Wyverd, Customer shall complete and submit Wyverd’s standard credit application. Wyverd may from time to time conduct a review of Customer’s credit rating and payment history. Wyverd may require Customer to pay a deposit before acceptance of a Service Order.

3.3 **Early Termination Liability.** If any Service is terminated at any time after the start of Service but prior to the expiration of the Term provided herein or on an applicable Service Order, Wyverd shall be entitled to recover from Customer any pro rata non-recurring charges (i.e. installation, sign-up charges, etc.) conditionally waived by Wyverd as noted on the Service Order and the total monthly recurring charges for the unexpired portion of the Service Term.

3.4 **Upgrades and Downgrades.** Customer may upgrade its Service at any time. If Customer does upgrade the Service, then Customer agrees to pay the applicable (new) monthly recurring charges for the upgraded Service. Customer may downgrade the Service if agreed to in writing by Wyverd.. If Customer does downgrade the Service, the Customer agrees to sign a new Service Order for the downgraded Services and agrees to pay any waived non-recurring charges as noted on the Service Order.

### **ARTICLE 4 - DEFAULT; SUSPENSION OF SERVICE**

**Customer Default.** Customer is in default of this MSA if Customer (a) fails to cure any monetary breach within ten (10) days of receiving notice of the breach from Wyverd; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from Wyverd; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a “Customer Default”). In the event of a Customer Default, Wyverd may suspend all Services to Customer until Customer remedies the Customer Default, or Wyverd may terminate this MSA and/or any or all of the Services being provided hereunder. These remedies are in addition to and not a substitute for all other remedies contained in this MSA or available to Wyverd at law or in equity.

### **ARTICLE 5 – TAXES AND OTHER FEES AND SURCHARGES**

All charges for the Services are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Wyverd's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes"). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on incident to, or based upon the provision, sale, or use of the Services ("Other Fees and Surcharges"). If applicable to the Services being purchased by Customer, such Other Fees and Surcharges will be listed on Customer's Invoice.

#### **ARTICLE 6 - LIMITATION OF LIABILITY**

6.1 General Limitations. To the extent allowed by law, Wyverd shall enjoy any statutory protections granted to utility providers, and shall not be liable for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement, including, but not limited to, any liability arising out of Customer's or any third-party's inability to reach 911 services or any other emergency medical services. Wyverd's total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Wyverd from Customer over the preceding six (6) months for the Service affected. Excluding payments due by Customer, no cause of action which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party. Wyverd is not responsible for the content of any information transmitted or received through the Services.

6.2 Special Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN ARTICLE 7 AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, WYVERD MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

#### **ARTICLE 7 - INDEMNIFICATION**

Each Party shall indemnify, defend and hold harmless ("Indemnifying Party") the other Party, its directors, officers, employees, and agents, successors and assigns ("Indemnified Party"), from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party.

#### **ARTICLE 8 - FORCE MAJEURE**

Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "Force Majeure Event"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event.

#### **ARTICLE 9 - CONFIDENTIALITY**

Confidential Information shall mean all information, including this Agreement, regarding the telecommunications needs of Customer and the Services that Wyverd offers under this Agreement which is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), to the extent that such information is marked or identified as confidential or proprietary. Notwithstanding the foregoing, all written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. A Receiving Party shall hold all Confidential Information in confidence from the time of disclosure until three (3) years following its disclosure. During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations under this Agreement; (b) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law; and (c) shall use at least the same degree of care as it uses with regard to its own proprietary or confidential information to prevent the disclosure. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, the Receiving Party will promptly notify the Disclosing Party of the required disclosure. The fact that Customer is a customer of Wyverd shall not be deemed Confidential Information and Wyverd may disclose the same without liability therefor.

#### **ARTICLE 10 - MISCELLANEOUS PROVISIONS**

10.1 Subject to Laws. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, Wyverd's applicable tariffs, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body. Either Party may terminate its obligations under this Agreement and/or a Service Schedule and/or a Service Order without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either Party to carry out its obligations under this Agreement.

10.2 Governing Law and Prevailing Party. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Colorado. In the event that suit is brought or an attorney is retained by either party to enforce the terms of this Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing party shall be

entitled to recover, in addition to any other remedy, the reimbursement of reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

10.3 Assignment; Binding Effect. Customer shall not transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of Wyverd. This MSA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Each of the undersigned hereby state that he/she has full authority to enter into this MSA and hereby accepts this MSA on behalf of the companies identified below.

10.4 Notices. Notices under this MSA shall be in writing and delivered by certified mail, return receipt requested, or by nationally recognized courier to the persons whose names and business addresses appear below and/or that appear on the Service Order, and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party.

If to Wyverd: Wyverd Group, LLC

Attn: Legal and Accounts Receivable  
1601 29<sup>th</sup> St Suite 1292-PMB1042  
Boulder, CO 80301

If to Customer: Address listed on Service Order

10.5 No Third Party Beneficiaries. The representations, warranties, covenants and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party hereto, including without limitation, End User Customers.

10.6 Entire Agreement. This Agreement constitutes the entire understanding between the Parties relating to the rights, duties and obligations granted and assumed herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect. This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.7 Standard Installation for Voice Services and ICB Solutions.

10.7.1 Wyverd's standard installation for voice services will include (i) outside installation and connection, (ii) modem or dial-up equipment integration (gates, keypads, etc), (iii) inside wiring set-up for up to three (3) lines (and support analog devices up to two (2) lines), (iv) phones installed and connected to the network and functionality tested, and (v) voice services education which includes phone functionality, call park, transferring, soft-phone (if applicable) and customer portal use.

10.7.2 Any Wyverd voice services installation that involves additional efforts (not covered in 10.7.1 above) will be handled on an individual case basis ("ICB") and addressed in the applicable Service Order.

10.7.3 Inside Wiring supporting Wyverd's Voice Services. Customer will be responsible for providing any fiber optic cable or other inside wiring required for local networking purposes within Customer's premises ("Inside Wiring"), including any fiber optic cable or other inside wiring between Wyverd's network termination interface at Customer's premises and the equipment that will be located at Customer's premises. In most cases, the Inside Wiring will already be present in Customer's existing locations, however Customer will be responsible for providing any additional Inside Wiring which may be required. If additional Inside Wiring is required, Customer may have the option of ordering Inside Wiring from Wyverd or installing Customer owned Inside Wiring. If Customer elects to install Customer owned Inside Wiring, the Inside Wiring must be installed and available for use by Wyverd's technicians at the time of installation of Wyverd's services. If Customer elects to order Inside Wiring from Wyverd, the Inside Wiring Wyverd installs shall remain Wyverd property.

10.8 Voice Products and Equipment Rental.

10.8.1 Wyverd Equipment. Wyverd will install equipment in and around Customer's premises. This equipment may include, but is not limited to, an Optical Network Terminal ("ONT"), remote controls, and cabling (collectively the "Equipment"). Unless Customer purchases the Equipment, the Equipment is and shall remain Wyverd property. Customer agree that Customer will not move any of the Equipment to another location outside Customer's premises either temporarily or permanently. Customer is responsible for the reasonable care of the Equipment located at Customer's premises. Customer agrees not to modify the Equipment in any way. If any of the Equipment is damaged, modified, lost, destroyed, tampered with, or stolen while in Customer's possession, Customer will be responsible for the reasonable cost of repair or replacement of the affected Equipment. When Customer ceases being a customer or moves from Customer's current premises, Customer is responsible for returning the Equipment to us, with the exclusion of any wiring or Equipment located outside Customer's premises, and obtaining a signed receipt from Wyverd.

10.8.2 Leased Equipment. Customers who wish to lease equipment from Wyverd may do so at agreed upon lease terms based on the Wyverd service(s) and device(s) selected. Such lease terms will be addressed in the applicable Service Order. Equipment will be eligible to upgrade to a comparable device at 48 months. Customer is responsible for returning all leased equipment if they decide to cancel their Wyverd service(s). A penalty for leased equipment not returned within 30 days of cancellation will result in Customer being responsible for the total replacement cost of the device(s). Customer will be responsible for any damage to the device(s) outside of the manufacturer's warranty and other than normal wear and tear, and will result in Customer being responsible for the total replacement cost of the device(s). Wyverd will process any equipment warranty or exchanges on behalf of the Customer through our third-party distributor. Wyverd will support and troubleshoot hardware issues on equipment that is directly leased from Wyverd.

**MEMORANDUM**

**TO:** Valerie Ojeda, Purchasing Administrator

**FROM:**

**SUBJECT:** **EXPLANATION OF MISSING QUOTES**

**DATE:**

**Vendor Name:**

**Quote/Bid #:**

**Amount:**

For purchases exceeding \$5,000 but less than \$30,000.01 the Administrative Policy and Procedure AP16-046 requires 3 written bids/quotes. When there are less than the required number, a written explanation for the missing quotes must be provided. One or more of the following reasons must apply to the purchase to provide an explanation for the missing quotes (check at least one of boxes next to one of the reasons below and provide a written explanation, Department Head must complete and sign and send to Valerie Ojeda or attach copy to purchase request.

**Service that is exempt from quote requirements.<sup>1</sup>**

**Computer Licensing and Maintenance-Renewals Only**

**Cooperative Purchasing<sup>2</sup>**

**Sole Source<sup>3</sup>**

**Emergency Purchases<sup>4</sup>**

**Use of Existing City Contracts<sup>5</sup>**

**Explanation:**

1-Exempt from quote requirements: Artists and entertainers, professional witnesses, attorneys and judges, advertising, former employees contracted on a temporary or consulting basis, attendance at standard commercially available training seminars, memberships in professional associations, subscriptions to trade/professional magazines or journals, travel-related expenses for employees or others while traveling on authorized City business, payments for regulated services, such as postage and utilities where there are no practical competitive alternatives, non-profit corporations partnered with the City as approved by the City Manager and/or City Council to provide certain services.

2-This is procurement process conducted by another governmental agency or group purchasing organization, please cite the contract/coop/agency and provide a copy of the contract.

3-Explain why no other brand/product/vendor will suit the specific need, what the costs of alternatives are or why there are no alternatives. Attach sole source letter from vendor to purchase request.

4-The City Manager's authorization is required for emergency procurements. Attach the City Manager's email authorizing the emergency procurement or have them sign this memo. Provide explanation as to why this is an emergency procurement.

5-Cite the pre-existing contract and attach a copy of it.

**From:** [Dus, Melissa \(CCI-Southwest\)](#)  
**To:** [Tom Bacome](#)  
**Cc:** [Vincent Rostowsky](#); [Cardenas, Ricardo \(CCI-Southwest\)](#); [David Corona](#); [McElwain, Matthew \(CCI-Southwest\)](#)  
**Subject:** RE: [EXTERNAL] Change Fire Department CBI Circuit to COI  
**Date:** Wednesday, November 12, 2025 7:21:19 PM  
**Attachments:** [image010.png](#)  
[image011.png](#)  
[image013.png](#)  
[image015.png](#)  
[image018.png](#)  
[image019.png](#)  
[image020.png](#)  
[image021.png](#)  
[image022.png](#)  
[image023.png](#)  
[image024.png](#)  
[image025.png](#)  
[image001.png](#)  
[image002.png](#)

---

Hi Tom,

I was able to locate the City of El Mirage Fire account. It appears like that building already has FIBER available.

Service Address:

13601 N El Mirage Road,  
El Mirage, AZ 85335

ACCOUNT # 436-206366801

Below are the monthly recurring charges for Cox Optical Internet (Dedicated, Symmetrical DIA service) and we can include either a /31 OR /30 IP block at no additional charge. We can waive the installation and activation fees to \$0.00. Please let me know if you have any questions.

Cox Optical Internet - 200mbps	200 Mbps	\$630
Cox Optical Internet - 300mbps	300 Mbps	\$670
Cox Optical Internet - 400mbps	400 Mbps	\$694
Cox Optical Internet - 500mbps	500 Mbps	\$727
Cox Optical Internet - 1Gbps	1 Gbps	\$808



## Melissa Dus

Enterprise Sales Account Manager

C: 602-715-7655 | [Follow me on LinkedIn](#)

[melissa.dus@cox.com](mailto:melissa.dus@cox.com)

[coxbusiness.com](http://coxbusiness.com)

---

To stop receiving marketing emails from me, please reply with the word STOP in the subject line

---

**From:** Tom Bacome <tbacome@elmirageaz.gov>  
**Sent:** Wednesday, November 12, 2025 12:20 PM  
**To:** Dus, Melissa (CCI-Southwest) <Melissa.Dus@cox.com>  
**Cc:** Vincent Rostowsky <vrostowsky@elmirageaz.gov>; Cardenas, Ricardo (CCI-Southwest) <Ricardo.Cardenas@cox.com>; David Corona <dcorona@elmirageaz.gov>  
**Subject:** [EXTERNAL] Change Fire Department CBI Circuit to COI

Hi Melissa,

We continue to have issues with the Fire Department coaxial internet circuit that is resolved by rebooting the router. We would like to explore replacing the CBI with an optical internet circuit. Can you provide us some options/pricing on that?

Thanks,  
Tom

Tom Bacome  
Information Technology Director  
City of El Mirage  
10000 N El Mirage RD, El Mirage AZ 85335  
P: 623-876-2991 | F: 623-972-8110 | E: [tbacome@elmirageaz.gov](mailto:tbacome@elmirageaz.gov)



City Hall Regular Office Hours are Mon. – Fri. 8 a.m. to 4:30 p.m.

**From:** [Tom Bacome](#)  
**To:** ["angie.grant@hello.lumen.com"](mailto:angie.grant@hello.lumen.com)  
**Cc:** [Valerie Ojeda](#)  
**Subject:** RE: [Promotional] Will you be at Microsoft Ignite this year?.  
**Date:** Friday, April 3, 2026 12:33:00 PM  
**Attachments:** [image001.png](#)  
[image003.png](#)  
[image004.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)

---

Hi Angie,

We are trying to get in contact with someone from Lumen in order to get a quote on a new line of service (Fiber). Unfortunately, phone calls and website contact forms have gone unanswered. I found this email and thought I could reach out to you. Can you assist me with this?

Thanks,  
Tom

**Tom Bacome**  
Information Technology Director  
10000 N. El Mirage Road, El Mirage, Arizona 85335  
P: 623-876-2991 | F: 623-972-8110  
E: [tbacome@elmirageaz.gov](mailto:tbacome@elmirageaz.gov)  
City Hall Office Hours: Monday – Friday, 8 a.m. to 4:30 p.m.



---

**From:** Angie Grant <[angie.grant@hello.lumen.com](mailto:angie.grant@hello.lumen.com)>  
**Sent:** Tuesday, November 11, 2025 1:36 PM  
**To:** Tom Bacome <[tbacome@elmirageaz.gov](mailto:tbacome@elmirageaz.gov)>  
**Subject:** [Promotional] Will you be at Microsoft Ignite this year?.

Hi Tom,

We hope to see you in San Francisco this November for Microsoft Ignite. Lumen will be there, and we'd love to connect.

We're helping IT leaders simplify how they scale for AI and hybrid cloud, turning complexity into clarity with infrastructure that's secure, dynamic, and built for what's next.

Are you interested in learning more?

Swing by Booth #1927-Left to experience hands-on demos and co-innovation in action. Or lock in 15 minutes with one of our experts here:

**Book a meeting with Lumen [here](#).**

Looking forward to the conversation,

Angie Grant  
Digital Sales Assistant  
Lumen  
888-557-1824  
100 CenturyLink Drive  
Monroe, LA 71203

[Book time with the Lumen Team](#)



[Privacy Notice](#) | [Unsubscribe](#)



## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Consideration and action for the City of El Mirage to enter into an Intergovernmental Agreement with Borrowing Partnering Agencies to lend and borrow various fire apparatus on an as-needed basis to benefit public safety. (Fire)	
<b>MEETING DATE:</b> 04/21/2026	<b>AGENDA SECTION:</b> Consent
<b>SUBMITTED BY:</b> Charlotte Confer, Senior Fiscal Services Specialist	<b>DEPARTMENT:</b> Fire

**BACKGROUND:**

Describe the benefit to the organization and/or community. This agreement allows El Mirage to borrow fire apparatus when needed, ensuring we maintain full emergency response capability for the community.

Describe how this item aligns with operational need, city priority, or strategic goal. It supports city goals for readiness, cost-effective operations, and regional partnerships by providing a reliable backup for fire apparatus.

Describe the timing considerations for approval of this item. Approval is needed now so the City can quickly secure a replacement apparatus if one unexpectedly goes out of service.

Describe any anticipated impact this might have on residents, businesses, or operations. This agreement helps ensure we always have enough units available for emergencies, preventing potential delays in providing emergency services.

Provide statutory, City Code provisions, or other legal requirements. The agreement meets required state laws, including cancellation, workers' compensation, and E-Verify provisions, and has been confirmed as legally proper for City use.

**RECOMMENDATION:**

Approve the City of El Mirage to enter into an Intergovernmental Agreement with Borrowing Partnering Agencies to lend and borrow various fire apparatus on an as-needed basis to benefit public safety.

**PROPOSED MOTION:**

I move to approve the City of El Mirage to enter into an Intergovernmental Agreement with Borrowing Partnering Agencies, as presented.

**ATTACHMENTS**

IGA West Valley Lend and Borrow Fire Apparatus



**INTERGOVERNMENTAL AGREEMENT BETWEEN AND  
AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, CITY OF  
AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL  
MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR,  
THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF  
TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL  
DISTRICT, AND THE SUN CITY FIRE DISTRICT  
FOR USE OF FIRE APPARATUS**

This Intergovernmental Agreement (“Agreement”) is entered into as of the day and date set forth on the respective signature pages between and among the Arizona Fire & Medical Authority (“AZ Fire”), City of Avondale (“Avondale”), the City of Buckeye (“Buckeye”), the City of El Mirage (“El Mirage”), the City of Glendale (“Glendale”), the City of Goodyear (“Goodyear”), the City of Peoria (“Peoria”), the City of Surprise (“Surprise”), the City of Tolleson (“Tolleson”), the Daisy Mountain Fire and Medical District (“Daisy Mountain”), and the Sun City Fire District (“Sun City”) (individually a “Lending Partnering Agency” or “Borrowing Partnering Agency” as applicable and as set forth in each Equipment Use Letter, collectively “Partnering Agencies” and also referred to as “Parties”).

The Partnering Agencies are authorized and empowered by provisions of their respective city laws and A.R.S. §11-951 et seq to enter into this Agreement.

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**

The Partnering Agencies would like the ability to lend and borrow the use of various fire apparatus on an as-needed basis to benefit public safety.

**ARTICLE II. STATEMENT OF SERVICES**

1. Partnering Agencies agree to lend and borrow, the following described fire apparatus ("Loaned Equipment") AS IS:
  - Engine(pumper)
  - Ladder
  - Ambulance
  - other emergency response vehicle
2. Loaned Equipment Pickup. After the commencement of the Term, when a loan of Equipment has been arranged, Borrowing Partnering Agency shall be responsible for picking up the Loaned Equipment from the Lending Partnering Agency’s designated facility and filling out the Equipment Use Letter “Exhibit A” attached.
3. Use. Borrowing Partnering Agency shall use the Loaned Equipment in a careful and proper manner and solely for the purpose of fire prevention, firefighting, and life-saving treatment and transportation. Proper use shall be within the specifications set forth by the manufacturer(s) of the Loaned Equipment. Borrowing Partnering

Agency further shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Loaned Equipment.

4. Right to Lend Equipment. Lending Partnering Agency warrants to Borrowing Partnering Agency that Lending Partnering Agency is authorized to lend the Loaned Equipment to the Borrowing Partnering Agency as provided in this Agreement and Borrowing Partnering Agency warrants to Lending Partnering Agency that Borrowing Partnering Agency is authorized to borrow the Loaned Equipment from the Lending Partnering Agency as provided in this Agreement.
5. Ownership. Title to the Loaned Equipment and ownership thereof shall at all times be registered in the name of the City or the name of the District of the Lending Partnering Agency and the Borrowing Partnering Agency shall have no right to use or possess the Loaned Equipment, except as set forth in this Agreement.
6. Repairs. Borrowing Partnering Agency shall not be responsible for damage caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the Loaned Equipment caused by ordinary, reasonable and proper use of the Loaned Equipment and within the specifications set forth by the manufacturer(s) thereof. The Borrowing Partnering Agency and the Lending Partnering Agency shall operate in good faith in determining what constitutes damage by use that is not "ordinary wear and tear."
7. Operating Costs. Borrowing Partnering Agency shall pay all applicable operating costs necessary for its use of the Loaned Equipment, including the cost of fuel, oil, other necessary vehicular fluids (such as diesel exhaust fluid), licenses, license registration fees, municipal licenses and inspection fees.
8. Inspection. Lending Partnering Agency shall have the right to inspect the Loaned Equipment, without prior notice at all reasonable times during the Term. Borrowing Partnering Agency further agrees to comply with the inspection per the Lending Partnering Agency's requirements and have the Loaned Equipment inspected per the Lending Partnering Agency's requirements at such location as Lending Partnering Agency shall designate.
9. Alteration. Borrowing Partnering Agency shall not alter, add, or allow any other party to alter or add to the Loaned Equipment in any way without the prior written approval of Lending Partnering Agency. Any approved alterations or additions to the Loaned Equipment shall become and remain the property of the Lending Partnering Agency.
10. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, Borrowing Partnering Agency shall return the Loaned Equipment to Lending Partnering Agency in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted
11. Warranty. Borrowing Partnering Agency acknowledges and agrees that Lending Partnering Agency makes no warranties whatsoever, either express or implied, including without limitation the Loaned Equipment's merchantability or fitness for any particular purpose.

12. Notwithstanding any repossession or any other action which Lending Partnering Agency may take, Borrowing Partnering Agency shall be and remain liable for the full performance of all obligations on the part of Borrowing Partnering Agency to be performed under this Agreement. All of Lending Partnering Agency's remedies are cumulative and may be exercised concurrently or separately.

### **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 and Cancellation:**
  - 2.1 **Termination**  
Any Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Parties. The Parties acknowledge that this Agreement is subject to the cancellation by any Party pursuant to the provisions of A.R.S. § 38-511. 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.
  - 2.2 **Cancellation**  
Further, the Parties agree that a Lending Partnering Agency shall have the right to cancel a specific equipment use upon five (5) days prior written notice of cancellation of an Equipment Use Letter, if the Lending Partnering Agency's Fire Chief determines in his sole discretion that the Lending Partnering Agency has a need for the Loaned Equipment. Within five (5) calendar days of the Borrowing Partnering Agency's receipt of such a notice, the Borrowing Partnering Agency shall return the Loaned Equipment to the Lending Partnering Agency at its designated facility.

### **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 its 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 in 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 Terms:**  
Each and every provision of law and any clause required by law to be in this Agreement 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 any Party, the Agreement shall be amended to make such insertion or correction.

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

This Agreement and each Equipment Use Letter is intended by the undersigned Parties as the final expression of the applicable Parties' agreement and are 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 all Parties.

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

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any 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.

**5. Fund Appropriation Contingency:**

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

**6. No Joint Venture:**

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

**7. Assignment and Delegation:**

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any Party without the prior written consent of all 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.

**8. Independent Contractor Status:**

To the extent required by law, the Parties agree that no Party shall be deemed to be an employee or agent of any other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, none of the Partnering Agencies nor any of the Partnering Agencies' agents, employees or helpers will be deemed to be the employee, agent, or servant of any other Partnering Agency.

**9. Workers' Compensation:**

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The entity which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the entity solely liable for payment of all workers'

compensation and related benefits. All Parties shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

**10. Severability.**

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

**11. Compliance with Laws:**

The Parties 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.

**12. Drug Free Workplace:**

The Parties will comply with the Drug Free Workplace Act of 1988. Upon request, the Lending Partnering Agency shall provide copies of any applicable drug free workplace policies enacted by the Lending Partnering Agency. A Party's failure to comply with the Drug Free Workplace Act of 1988 shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

**13. Immigration Requirements:**

To the extent applicable by law, 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.

**14. Legal Worker Requirements:**

To the extent applicable by law, the Partnering Agencies are 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 Partnering Agencies shall agree that:

**14.1** To the extent applicable by law, each subcontractor a Partnering Agency 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.

**14.2** To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

**14.3** To the extent applicable by law, the Partnering Agencies will have the legal right to inspect the papers of a Partnering Agency and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

**15. 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. INSURANCE AND INDEMNIFICATION**

**1. Indemnification:**

With respect to each Equipment Use Letter, each of the Borrowing Party Agency and the Lending Party Agency as set forth on the Equipment Use Letter (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officers, officials, employees and agents (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims 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. If a claim or claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of the claim arising out of the Equipment Use Letter shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Article V, Section 1 shall survive termination of this Agreement.

**2. Insurance for Loaned Equipment:**

Loaned Equipment shall be insured by the Lending Party Agency. Damage to the Loaned Equipment shall be covered by the Lending Party Agency's insurance. Any insurance that the Borrowing Partnering Agency may have is excess to that coverage provided by the Lending Party Agency and applicable only to liability to third parties arising out of the Borrowing Partnering Agency use of . the Loaned Equipment.

**Scope and Limits of Insurance:** Lending Partnering Agency must provide coverage with limits of liability not less than those stated below.

**3. Automobile Liability and Physical Damage:**

Bodily Injury and Property Damage for the Loaned Equipment used in connection with this Agreement: Combined Single Limit (CSL) \$2,000,000

This insurance requirement is a minimum requirement for this Agreement and in no way limits the indemnity covenants contained herein. Lending Partnering Agency does not in any manner warrant that the minimum limits contained in this Section are sufficient to protect the Borrowing Partnering Agency from liabilities that might arise under this Agreement and Borrowing Partnering Agency is free to purchase such additional insurance as Borrowing Partnering Agency may determine to be necessary.

## ARTICLE VI. 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:

### **Arizona Fire & Medical Authority**

18818 N. Spanish Garden Drive  
Sun City West, AZ 85375

Attn: Mark Burdick Arizona Fire & Medical Authority Fire Chief  
Telephone: (623) 544-5400  
Fax: (623) 544-5455  
Email: MBurdick@AFMA.Az.gov

### **Avondale Fire & Medical Department**

11465 W. Civic Center Dr.  
Avondale, AZ 85323

Attn: Larry Rooney Avondale Fire Chief  
Telephone: (623) 333-6000  
Fax: (623) 333-0690  
Email: lrooney@avondaleaz.gov

### **Buckeye Fire-Medical Department**

21699 W. Yuma Rd, Suite 101  
Buckeye, AZ 85326

Attn: Jake Rhoades Buckeye Fire Chief  
Telephone: (623) 349-6700  
Fax: (623) 349-6750  
Email: jrhoades@buckeyeaz.gov

### **Daisy Mountain Fire and Medical District**

41018 N. Daisy Mtn Drive  
Anthem, AZ 85086

Attn: Brian Tobin Daisy Mountain Fire Chief  
Telephone: (623) 456-7400  
Email: brian.tobin@dmfd.org  
Fax: N/A

### **El Mirage Fire-Medical Department**

13601 N. El Mirage Rd  
El Mirage, AZ 85335

Attn: Michael R. Long El Mirage Fire Chief  
Telephone: (623) 251-3509  
Email: mlong@elmirageaz.gov

**Glendale Fire Department**

11550 W. Glendale Ave  
Glendale, AZ 85307

Attn: Ryan Freeburg Glendale Fire Chief  
Telephone: (623) 930-4400  
Email: rfreeburg@glendaleaz.com

**Goodyear Fire Department**

14455 W. Van Buren St., Suite E-102  
Goodyear, AZ 85338

Attn: Paul Luizzi Goodyear Fire Chief  
Telephone: (623) 882-7109  
Email: Paul.Luizzi@goodyearaz.gov

**Peoria Fire-Medical Department**

8351 W. Cinnabar Ave  
Peoria, AZ 85345

Attn: Gary Bernard Peoria Fire Chief  
Telephone: (623) 773-7279  
Email: gary.bernard@peoriaaz.gov

**Sun City Fire and Medical Department**

18602 N. 99<sup>th</sup> Ave  
Sun City, AZ 85373

Attn: Rob Schmitz Sun City Fire & Medical Department Fire Chief  
Telephone: (623) 974-2321  
Email: schmitz@scfmd.az.gov

**Surprise Fire-Medical Department**

14250 W. Statler Plaza, Suite 101  
Surprise, AZ 85374

Attn: Brenden Espie Surprise Fire Chief  
Telephone: (623) 222-5000  
Fax: (623) 222-5001

**Tolleson Fire-Medical Department**

203 N. 92<sup>nd</sup> Ave  
Tolleson, AZ 85353

Attn: Michael Young Tolleson Fire Chief  
Telephone: (623) 471-8914  
Email: michael.young@tolleson.az.gov

2. 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. Any Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Parties 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.

[SIGNATURE PAGE TO FOLLOW]

**ARIZONA FIRE & MEDICAL AUTHORITY**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
ARIZONA FIRE & MEDICAL AUTHORITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the Arizona Fire & Medical Authority granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
ARIZONA FIRE & MEDICAL AUTHORITY ATTORNEY

**CITY OF AVONDALE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
AVONDALE CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
AVONDALE CITY ATTORNEY

**CITY OF BUCKEYE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
BUCKEYE CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Buckeye granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
BUCKEYE CITY ATTORNEY

**CITY OF EL MIRAGE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
EL MIRAGE CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of El Mirage granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
EL MIRAGE CITY ATTORNEY

**CITY OF GLENDALE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
GLENDALE CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
GLENDALE CITY ATTORNEY

**CITY OF GOODYEAR**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
GOODYEAR CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Goodyear granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
GOODYEAR CITY ATTORNEY

**CITY OF PEORIA**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
PEORIA CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
PEORIA CITY ATTORNEY

**CITY OF SURPRISE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SURPRISE CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
SURPRISE CITY ATTORNEY

**CITY OF TOLLESON**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
TOLLESON CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
TOLLESON CITY ATTORNEY

**DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT ATTORNEY

**SUN CITY FIRE DISTRICT**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SUN CITY FIRE DISTRICT CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
SUN CITY FIRE DISTRICT ATTORNEY

**EXHIBIT A**

**PARTNERING AGENCIES  
EQUIPMENT USE LETTER**

XXXX XX, 202X

Lending Partnering Agency Name  
Address  
XXXX, AZ 85XXXX

Purpose: This Equipment Use Letter allows Partnering Agencies to lend and borrow fire apparatuses on an as-needed basis. Pursuant to all terms of the **DATE TBD**, Intergovernmental Agreement, Lending Partnering Agency, XXXX, is transferring Unit # XXXX to XXXX Borrowing Partnering Agency, XXXX, for X months use, with an anticipated return date of XXXX. This truck is a **Enter Description Here** VIN # XXXX, License # XXXX.

Term: This Equipment Use Letter is effective as of \_\_\_\_\_ and terminates on \_\_\_\_\_.

Lending Partnering Agency:

Vehicles Issued By (Print) \_\_\_\_\_ Date \_\_\_\_\_

Vehicles Issued By (Sign) \_\_\_\_\_ Date \_\_\_\_\_

Borrowing Partnering Agency:

I confirm that I am taking possession of the vehicles noted above. I have confirmed that the Loaned Equipment appears to be in good working order and are without obvious defects, and I am accepting the Loaned Equipment AS IS. \_\_\_\_\_(initial).

Vehicles Received By (Print) \_\_\_\_\_

Vehicles Received By (Sign) \_\_\_\_\_ Date \_\_\_\_\_



## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Consideration and action to adopt Resolution R26-04-07 establishing the STREET NAMING, RENAMING, AND CO-NAMING Policy to govern the naming of Public Streets in the City of El Mirage. (Development Services)	
<b>MEETING DATE:</b> 04/21/2026	<b>AGENDA SECTION:</b> Consent
<b>SUBMITTED BY:</b> Jorge Gastelum, Dev Services Director/City Engineer	<b>DEPARTMENT:</b> Development Services

**BACKGROUND:**

Describe the benefit to the organization and/or community. Adopting a formal policy will provide clarity, consistency, and transparency for evaluating street naming and renaming requests.

Describe how this item aligns with an operational need, city priority, or strategic goal. This item aligns with the City's operational need to establish procedures that ensure public safety and community input.

Describe the timing considerations for approval of this item. Timely adoption of this item allows adequate time to communicate any street renaming requests to residents, businesses, and public safety personnel.

Describe any anticipated impact this item might have on residents, businesses, or operations. A full street renaming would require each resident and/or business to update their legal address across multiple systems. Renaming streets, especially when it changes official addresses for businesses and residents, takes significant time and public input.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. Street naming is currently addressed in Chapter 154 under Platting Procedures and Requirements and lacks a comprehensive policy for renaming existing streets.

**RECOMMENDATION:**

Staff recommends adoption of Resolution R26-04-07, establishing the STREET NAMING, RENAMING, AND CO-NAMING Policy.

**PROPOSED MOTION:**

I move to adopt Resolution R26-04-07, establishing the STREET NAMING, RENAMING, AND CO-NAMING Policy.

**ATTACHMENTS**

Resolution R26-04-07 & Exhibit A



**RESOLUTION NO. R26-04-07**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, ADOPTING A COUNCIL POLICY ENTITLED "STREET NAMING, RENAMING, AND CO-NAMING" TO GOVERN THE NAMING OF PUBLIC STREETS IN THE CITY OF EL MIRAGE**

**WHEREAS**, the City of El Mirage desires to create a comprehensive policy for the naming, renaming and co-naming of public streets; and

**WHEREAS**, street naming is currently addressed through the subdivision platting process and lacks a comprehensive policy governing the renaming of existing streets; and

**WHEREAS**, the City Council finds that adopting a formal policy will provide clarity, consistency, and transparency for evaluating street naming and renaming requests; and

**WHEREAS**, the City Council desires to establish procedures that ensure public safety, community input, and coordination with regional addressing standards; and

**WHEREAS**, it is in the public interest to adopt a formal policy governing the names of public streets in the City of El Mirage.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of El Mirage, Arizona, as follows:

**SECTION 1.** That the City of El Mirage hereby approves and adopts the "STREET NAMING, RENAMING, AND CO-NAMING" Policy attached hereto and incorporated herein by reference as Exhibit A.

**SECTION 2. IMPLEMENTATION.** That the City Manager, or the City Manager's designee, is authorized to implement the provisions of this "STREET NAMING, RENAMING, AND CO-NAMING" Policy, including coordination with applicable departments, agencies, and service providers.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of El Mirage, Arizona, this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Alexis A. Hermosillo, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jill A. Boltz, City Clerk

\_\_\_\_\_  
Justin Pierce, City Attorney

EXHIBIT A  
Street Naming, Renaming, and Co-Naming Policy



CITY OF EL MIRAGE  
STREET NAMING, RENAMING, AND CO-NAMING POLICY

SECTION 1. PURPOSE

This policy establishes a uniform process for the naming, renaming, and ceremonial co-naming of public streets within the City of El Mirage. The policy is intended to:

- Protect public safety and emergency response operations
- Maintain accuracy and consistency in addressing systems
- Provide clear procedures for resident-initiated and Council-initiated actions
- Ensure transparency and appropriate community input

SECTION 2. APPLICABILITY

This policy applies to:

- Naming of new public streets
- Renaming of existing public streets
- Ceremonial co-naming of streets

This policy does not apply to:

- Private streets not maintained by the City
- Temporary or event-related signage

SECTION 3. DEFINITIONS

Street Naming: Assignment of an official name to a new public street.

Street Renaming: A change to the official legal name of an existing public street that affects addressing and public records.

Co-Naming (Ceremonial): An honorary designation that does not alter the legal street name or addresses.

Affected Property Owner: A property owner whose legal address is located on the street proposed for renaming.

Petition-Based Request: A renaming request initiated by affected property owners.

Council-Initiated Renaming: A renaming initiated by formal action of the City Council.

## SECTION 4. NAMING AND RENAMING STANDARDS

All proposed street names shall:

1. Avoid Duplication or Similarity  
Not duplicate or closely resemble existing street names within the City or surrounding jurisdictions.
2. Be Clear and Functional  
Be short, easily pronounced, and easily understood for navigation and emergency response.
3. Support Emergency Services  
Not create confusion for police, fire, emergency medical services, or dispatch systems.
4. Comply with Regional Standards
5. Be consistent with applicable regional addressing and naming conventions.
6. Meet Naming Restrictions
  - Generally shall not honor living persons
  - Shall not include offensive, derogatory, or discriminatory language

## SECTION 5. PETITION-BASED STREET RENAMING

### 5.1 Eligibility

Requests may be initiated by affected property owners.

### 5.2 Petition Requirements

- Minimum 75% of affected property owners must support the request
- If 12 or fewer properties are affected, 100% support is required
- Petition must include a notarized Affidavit of Circulation

### 5.3 Submittal Requirements

Applicants shall provide:

- Proposed new street name(s)
- Written justification
- Completed petition documentation
- Designated contact representative

### 5.4 Cost Responsibility

- All costs shall be borne by the applicants (affected property owners)
- Includes:
  - Street signage replacement
  - Administrative processing
  - Notification and mailing

- Mapping and system updates
- The City shall not be responsible for:
  - Costs incurred by residents or businesses to update personal or legal records

### 5.5 Review Process

The City shall conduct:

- Technical review for compliance with naming standards
- Coordination with emergency services, utilities, and relevant agencies
- Public notification to affected parties
- Recommendation by the Planning and Zoning Commission to the City Council

### 5.6 Council Action

Final approval or denial shall be by City Council following the review process.

## SECTION 6. COUNCIL-INITIATED STREET RENAMING

### 6.1 Initiation

The City Council may initiate a street renaming by Resolution.

### 6.2 Applicability

Council-initiated renaming may be considered when:

- A street name is determined to be offensive or inconsistent with community standards, or
- A significant public interest or municipal purpose is identified

### 6.3 Required Process

- Staff report and analysis
- Technical review (Police, Fire, Public Works, Planning, Utilities)
- Public notification and opportunity for input
- Public hearing
- Final Council action

### 6.4 Cost Responsibility

The City Council shall determine cost responsibility, which may include:

- Full City funding
- Partial cost-sharing
- Waiver of fees
- Assistance measures for affected residents and businesses

### 6.5 Mitigation Measures

The City may implement measures to reduce impacts, including:

- Transition timelines
- Coordinated notifications to agencies
- Public guidance on updating records
- Temporary dual signage

#### 6.6 Limitation

Council-initiated renaming shall be used sparingly and only when the public interest clearly outweighs impacts to affected parties.

### SECTION 7. STREET CO-NAMING (CEREMONIAL DESIGNATIONS)

#### 7.1 Purpose

To provide honorary recognition without changing legal street names or addresses.

#### 7.2 Eligibility Criteria

Proposed honorees shall:

- Demonstrate significant and sustained contribution to the community
- Have a meaningful connection to El Mirage
- Generally be deceased for at least two (2) years, unless an exception is approved

The City may deny requests that:

- Lack community support
- Could bring disrepute to the community

#### 7.3 Application Requirements

Applicants must submit:

- Completed application
- Biographical summary
- Proposed location
- Petition including:
  - Minimum 75% of affected property owners must support the request
  - Majority from within a two-block radius

#### 7.4 Review Process

- Review by the Technical Advisory Committee
- Recommendation by the Planning and Zoning Commission to the City Council

#### 7.5 Council Action

Final approval by City Council.

Denied applications may not be resubmitted for five (5) years.

#### 7.6 Cost Responsibility

- The City may fund ceremonial signage at its discretion
- No address or legal record changes are required

### SECTION 8. IMPLEMENTATION

Upon approval of a street renaming:

- The City shall coordinate updates with:
  - Emergency services
  - U.S. Postal Service
  - Maricopa County agencies
  - Utility providers
  - Regional and digital mapping systems
- Street signage shall be updated accordingly

### SECTION 9. TRANSITION

The City may establish a transition period, which may include:

- Temporary dual signage
- Public communication and outreach
- Phased implementation



## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Consideration and action to approve contract EM26-URR01 for City Hall roof resealing with Northern Arizona Roof Services in an amount not to exceed \$39,874 and authorize the finance department to make any transfers. (Public Works)

**MEETING DATE:** 04/21/2026

**AGENDA SECTION:** Regular

**SUBMITTED BY:** Nick Russo, Public Works Director

**DEPARTMENT:** Public Works

### BACKGROUND:

The Public Works department recently worked with the Finance Department to conduct a request for proposals, EM26-URR01. The contract is for a contractor to provide labor and materials to re-seal the roof on the City Hall facility. The contract was advertised, and the request for proposals (RFPs) were received in March of 2026. Five valid proposals were received, the evaluation committee completed the selection process, and the notice of intent to award (NOI) was published to the City's procurement system. The selected vendor for this contract is Northern Arizona Roof Services (NARS). This item seeks approval of the base contract EM26-URR01.

Describe the benefit to the organization and/or community. This item benefits the City by providing routine facility maintenance on the City Hall facility in order to extend the life of the asset.

Describe how this item aligns with an operational need, city priority, or strategic goal. This item aligns with the City's priority on infrastructure.

Describe the timing considerations for approval of this item. Pending approval, this item can be completed before the end of the fiscal year on 6/30/26.

Describe any anticipated impact this item might have on residents, businesses, or operations. This item will have no impact on residents, businesses, or operations.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. This contract was procured according to City Code 30.23.

### RECOMMENDATION:

Approve contract EM26-URR01 for City Hall roof resealing with Northern Arizona Roof Services in an amount not to exceed \$39,874 and authorize the finance department to make any transfers.

### PROPOSED MOTION:

I move to approve contract EM26-URR01, for City Hall roof resealing, as presented.

**BUDGETED:** Yes

**CIP:** No

**CIP/Activity:** 42405

**MULTI-YEAR:** No

**Fiscal Impact**

**AMOUNT REQUESTED:** \$39,874

**FISCAL YEAR:** FY26

**ACCOUNT NUMBER:** 111-5-1583-418

**ACCOUNT NAME:** Facility roof replacement program

**ATTACHMENTS**

Special Project 42405

Project 42405 - Notice of Intent to Award

EM26-URR01 Bid Tab

Proposal - Northern Arizona Roof Services

Agreement

## Special Projects FY2025

Activity #	PROJECT ACTIVITY TITLE	DEPT	GL ACCOUNT	FY2026
42601	Neighborhood Services Program	Admin	111-5-1411-418	\$50,000
42407	Residential Streetlight Program	Development Services	111-5-1613-418	\$50,000
42602	Neighborhood Preservation	Development Services	111-5-1614-418	\$20,000
42409	Abatement	Development Services	111-5-1615-418	\$100,000
42518	Downtown Revitalization	Non-Departmental	111-5-1591-418	\$100,000
42404	Park Improvements	Parks & Rec	111-5-4562-418	\$154,000
42519	Marvin Fellow	Parks & Rec	111-5-4564-418	\$27,000
42524	Glendale Regional Public Safety Training Center	Police	111-5-2113-418	\$782,000
42405	Facility Roof Replacement Program	Public Works	111-5-1583-418	\$40,000
42526	HVAC Replacement Program	Public Works	111-5-1583-418	\$45,000
42525	Gate Operator Replacement Program	Public Works	111-5-1583-418	\$33,000
42430	GIS Mapping	Wastewater	541-5-7586-418	\$109,000
42430	GIS Mapping	Water	511-5-7115-418	\$64,000
42431	Lead and Copper Pipe Consultant	Water	511-5-7115-418	\$50,000
42432	Dietz Crane Arsenic Media Replacement	Water	511-5-7115-418	\$100,000
42603	OSHA Required Arc Flash Assessment	Water	511-5-7115-418	\$150,000
			<b>TOTAL (15)</b>	<b>\$1,874,000</b>



City of El Mirage  
Finance  
Robert Weddigen, Finance Director  
10000 N El Mirage Rd, El Mirage, AZ 85335  
(623) 876-2995

---

NOTICE OF INTENT TO AWARD  
RFP No. EM26-URR01  
City Hall Upper Roof Resealing

RESPONSE DEADLINE: March 16, 2026 at 8:00 am

Tuesday, March 24, 2026

Notice of Intent to Award

Solicitation Description: City Hall Upper Roof Resealing

Issue Date: Monday, March 16, 2026

The City of El Mirage has issued a Notice of Intent to Award pending City Council approval to the following evaluated firm: Northern Arizona Roof Services

All awards are subject to Council approval. The acceptance of offer and contract will be executed upon Council approval.



EVALUATION TABULATION  
RFP No. EM26-URR01  
City Hall Upper Roof Resealing

---

Question Title	Canterra Construction LLC	JBS Roofing	Northern Arizona Roof Services	Pacific Federal Construction LLC	Sprayfoam Southwest, INC	T&K Roofing
Statement of bonding capacity from an A- or better Surety Company, including the maximum amount for a single project and aggregate project amount.	Pass	Pass	Pass	Pass	Pass	Pass
Upload Bid Bond	Pass	Pass	Pass	Pass	Pass	Pass
Proposal	Pass	Pass	Pass	Pass	Pass	Pass
Please provide any additional information you would like for the City to consider.	No Response	Pass	Pass	Pass	Pass	Pass

## PHASE 1

### EVALUATORS

Name	Title	Agreement Accepted On
Bryce Christo	Assistant City Engineer	Mar 17, 2026 10:04 AM
Marcus Jonson	Operations Supervisor	Mar 17, 2026 2:21 PM
Valerie Ojeda	Procurement Administrator	Mar 14, 2026 9:41 AM
Nick Russo	Public Works Director	Mar 17, 2026 9:51 AM

**EVALUATION CRITERIA**

Criteria	Scoring Method	Weight (Points)
Project Understanding	Points Based	40 (40% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
Similar Projects Completed	Points Based	40 (40% of Total)

Description:

Criteria	Scoring Method	Weight (Points)
Cost	Points Based	20 (20% of Total)

Description:

**AGGREGATE SCORES SUMMARY**

Vendor	Bryce Christo	Marcus Jonson	Valerie Ojeda	Nick Russo	Total Score
Northern Arizona Roof Services	84%	90%	85%	85%	<b>86%</b>
JBS Roofing	76%	95%	80%	85%	<b>84%</b>
Pacific Federal Construction LLC	73%	80%	70%	80%	<b>75.75%</b>
Sprayfoam Southwest, INC	60%	95%	50%	90%	<b>73.75%</b>

EVALUATION TABULATION  
RFP No. EM26-URR01  
City Hall Upper Roof Resealing

Vendor	Bryce Christo	Marcus Jonson	Valerie Ojeda	Nick Russo	Total Score
T&K Roofing	58%	100%	55%	80%	73.25%
Canterra Construction LLC	30%	60%	20%	65%	43.75%
Progressive Roofing Excluded	0%	0%	0%	0%	0%
Prowest, LLC Excluded	0%	0%	0%	0%	0%

**VENDOR SCORES BY EVALUATION CRITERIA**

Vendor	Project Understanding Points Based 40 Points (40%)	Similar Projects Completed Points Based 40 Points (40%)	Cost Points Based 20 Points (20%)	Total Score
Northern Arizona Roof Services	93.8%	90.6%	61.3%	86%
JBS Roofing	90.6%	81.3%	76.3%	84%
Pacific Federal Construction LLC	90.6%	84.4%	28.7%	75.75%
Sprayfoam Southwest, INC	96.9%	43.8%	87.5%	73.75%
T&K Roofing	100%	40.6%	85%	73.25%
Canterra Construction LLC	71.9%	28.1%	18.8%	43.75%
Progressive Roofing Excluded	0%	0%	0%	0%
Prowest, LLC Excluded	0%	0%	0%	0%



**NORTHERN ARIZONA  
ROOF SERVICES**

Licensed. Bonded. Insured.

March 15, 2026

**Roofing Proposal Prepared for**

City of El Mirage  
10000 N. El Mirage Road  
El Miraged, AZ 85335

Project Name: City Hall Upper Roof Resealing, RFP: EM26-URR01

**PROJECT SUMMARY**

Thoroughly clean and power-wash roof. Inspect entire roof for damage to existing foam & Coating roof system, identify damaged areas and potential leaks. Repair as necessary. Install new silicone coating system on existing roof per specifications and as follows.

- 1) Provide daily supervision and management/administrative services to ensure project scope of work is completed properly.
- 2) Thoroughly power-wash and clean roof with manufacturer's approved silicone cleaner.
- 3) Inspect entire roof system for damages by animals, environmental causes, other trades, and wear/tear and identify and clear mark repairs needed.
- 4) Perform repairs using "3-course" method, installing silicone patching compound, reinforcing fabric and additional silicone on top surface on all holes, punctures and large cracks.
- 5) Repair areas around roof top equipment penetrations with silicone patching compound.
- 6) Lift support bracket, apply coating system to roof deck underneath, allow to cure and reset bracket in original place.
- 7) Install new silicone primer to existing surface at the rate of 1.5 gallon per 100 square feet
- 8) Install new Silicone Coating System to entire existing roof assembly at a rate of 2 gallons per 100 square feet.
- 9) Provide traffic control as necessary, Clean and remove all project debris, ladders, safety, hoisting, trash removal, labor & material for work stated herein.
- 10) Provide 10 Year Manufacturer's Material Warranty & 5 Year NARS "No Leak" Guarantee.

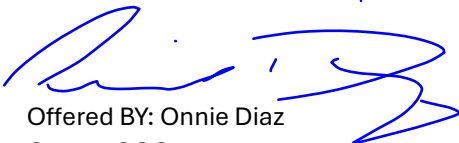
**Acknowledgements & General Conditions:**

- **2.8 Amendment of proposal all solicitation addendums acknowledged.**
- **6.37 Supplier: QXO Roofing Supply, Glendale, AZ**

*Proposal Excludes: Any and all other work or materials not specifically specified or stated herein.*

- **Proposed start date: Within 2 weeks of notice to proceed**
- **Proposed completion: Approximately 10 business days.**
  
- **Additional Inclusions: Tax, Bid & Performance Bond, specified warranties and equipment**

**Pricing Summary: \$39,874.00**



Offered BY: Onnie Diaz  
Owner, COO

201 E. Birch Ave., Ste. 16 | Flagstaff, AZ 86001  
Office 928 366-3504 | Cell 602 725-7949

[sales@northernarizonarooftservices.com](mailto:sales@northernarizonarooftservices.com) | [www.northernarizonarooftservices.com](http://www.northernarizonarooftservices.com)

**ROC CR-42 349278**

# CITY HALL UPPER ROOF RESEALING

EM26-URR01

City of El Mirage  
10000 N El Mirage Rd  
El Mirage, AZ 85335



City of El Mirage  
REQUEST FOR PROPOSAL  
City Hall Upper Roof Resealing

- I. PROFESSIONAL SERVICES CONTRACT.....
- II. AGREEMENT .....
- III. EXHIBIT A .....

Attachments:

A - El\_Mirage\_City\_Hall\_High\_Roof\_Resealing\_Proposal (1)

## 1. CONTRACT

### CITY OF EL MIRAGE

THIS PROFESSIONAL SERVICES CONTRACT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and Northern Arizona Roof Services a(n) Arizona Corporation (“Contractor”).

### RECITALS

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to contract for Contractor to provide City Hall Upper Roof Resealing (“Services”) as described in the attached scope of work (Exhibit “A”) in accordance with the terms of this Contract;
- C. Contractor is duly qualified to perform the requested Services.

## 2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

### 2.1. DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Marcus Jonson, (Title) Operations Supervisor , or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Contractor.

### 2.2. SERVICE DESCRIPTION

Contractor shall provide the Services described in Exhibit "A." All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Contractor of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Contractor shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other contractors or contractors retained by City.

### 2.3. DOCUMENTATION AND DATA

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Contractor.

### 2.4. FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Contractor shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed \$39,874.00.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Contractor on a monthly basis. Contractor shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Contractor's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent

necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Such requirements will also apply to any and all subcontractors.

If any audit in accordance with this article discloses overcharges of any nature by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

## 2.5. ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Contractor in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Contractor shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Contractor were included in the Contract and contemplated by Contractor as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Contractor shall not be paid for any Additional Services that are not authorized by the City in writing.

## 2.6. OWNERSHIP

Upon receipt of payment for Services, Contractor grants to City, and shall cause its subcontractors to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests. City may reuse the Work Product at its sole discretion. In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

## 2.7. TERM AND EXTENSION

This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk. This Contract begins on the Effective Date and continues for one (1) year to 05/01/2027, with no options to extend.

## 2.8. TERMINATION

### 1. Termination for Cause

The City has the right to terminate this Contract for cause in the event Contractor materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Contractor fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Contractor. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 1, the City shall notify the Contractor in writing, and immediately upon receipt of such notice, the Contractor shall discontinue all work under this Contract.

Upon termination for cause, Contractor shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Contractor under the Contract, together with all unused material supplied by the City. Contractor shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Contractor shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Contractor's work if the contract is terminated for cause, and shall have no obligation to pay Contractor for any portion of the work, if any, not accepted by City.

If the Contractor materially fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Contractor such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

### 2. Termination for Convenience

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Contractor. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Contractor in writing, and immediately upon receipt of such notice, the Contractor shall discontinue all work under this Contract.

The Contractor shall receive as compensation in full for Services performed to the date of such termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Contractor and the City, based upon the scope of work set forth in Exhibit "A" and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Contractor is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Contractor has delivered the last of the partially completed items.

## 2.9. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

## 2.10. ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall 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.

## 2.11. COMPLIANCE WITH LAWS

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

## 2.12. MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

## 2.13. ASSIGNMENT

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

## 2.14. SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

## 2.15. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party may be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

## 2.16. INDEPENDENT CONTRACTOR

The Services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Contractor will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

## 2.17. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a contractor to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

## 2.18. NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

Northern Arizona Roof Services  
Attn: Zach Klein

2605 E 7th Avenue  
Flagstaff, AZ 86004

In the case of City  
City of El Mirage

Attn: City Manager  
10000 North El Mirage Road  
El Mirage, Arizona 85335

With a copy to:  
City of El Mirage  
Attn: City Attorney  
10000 North El Mirage Road  
El Mirage, Arizona 85335

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

### 2.19. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

### 2.20. TAXES

Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Contractor.

### 2.21. ADVERTISING AND PROMOTION

Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

### 2.22. COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

### 2.23. CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

## 2.24. SUBCONTRACTORS

During the performance of the Contract, the Contractors may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

## 2.25. INDEMNIFICATION

The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Contractor's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Contractor is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

## 2.26. INSURANCE

The Contractor shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Contractor's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000) combined single limit. The owner's and Contractor's protective liability limits shall be no less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Contractor's professional liability shall be one million dollars (\$1,000,000). In other than errors and omissions professional liability, City's and Contractor's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Contractor shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a

“Notice to Proceed” until after Contractor has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

The insurance policies, except Workers’ Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

## 2.27. COOPERATIVE PURCHASING

While this Contract is for the City of El Mirage, other public agencies and political subdivisions may express interest in utilizing the Contract. In addition to the City of El Mirage, and with approval of the Contractor, this Contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the Contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of El Mirage will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the Contractor may limit the Contractor's ability to extend use of this Contract. Any orders placed to the Contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this Contract will be the sole responsibility of each participating public agency. The City of El Mirage shall not be responsible for any disputes arising out of transactions made by others.

## 2.28. FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS

To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors’ compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor’s or its subcontractors’ breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor warrants to keep the papers and records open for random inspection during normal business hours by the City. The Contractor shall cooperate with the City’s random inspections including granting the City entry rights to Contractor’s property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Contractor to comply with this warranty regarding the keeping of papers and records and cooperating with City’s random inspections

shall constitute a material breach of the Contract and the City will have the right to immediately terminate the Contract.

## 2.29. SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

### 3. EXHIBIT A

#### 3.1. Scope of Work

##### Upper Roof Resealing – Silicone Coating

The contractor shall provide all labor, materials, equipment, and supervision necessary to reseal the upper roof area with a silicone coating system.

##### **Project Area:**

- Approximate roof area: **11,180 square feet**

##### **Scope of Services Includes:**

#### 1. **Surface Preparation**

- Inspect the existing roof surface prior to work.
- Clean the roof thoroughly to remove dirt, debris, dust, biological growth, and any loose or deteriorated material.
- Power wash the roof surface as required to ensure proper adhesion of the silicone coating.
- Allow roof surface to dry completely before coating application.

#### 2. **Repairs and Detailing**

- Identify and address minor cracks, seams, penetrations, flashing, and other areas as needed to ensure watertight integrity.
- Seal penetrations, seams, and transitions per manufacturer's recommendations prior to full coating application.

#### 3. **Silicone Coating Application**

- Furnish and apply **two (2) coats of silicone roof coating** over the prepared roof surface.
- Apply coatings at the manufacturer's specified coverage rates to achieve proper thickness and performance.
- Ensure even and uniform application across the entire roof area.
- Coating materials shall be compatible with the existing roof system.

#### 4. **Quality and Compliance**

- All work shall be performed in accordance with manufacturer specifications, industry standards, and applicable safety regulations.
- Contractor shall ensure proper weather conditions for coating application.

**5. Cleanup and Closeout**

- Remove all debris, unused materials, and equipment from the site upon completion.
- Leave the work area clean and free of hazards.
- Provide documentation of materials used and warranty information, if applicable.

**SEVERABILITY**

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

---

**SIGNATURE**

J. Crystal Dyches

---

**FULL NAME**

---

**DATE SIGNED**

City Manager

---

**TITLE**

---

**SIGNATURE**

---

**FULL NAME**

---

**DATE SIGNED**

City Attorney

---

**TITLE**

---

**SIGNATURE**

---

**FULL NAME**

---

**DATE SIGNED**

Contractor

---

**TITLE**

---

**SIGNATURE**

Jill A. Boltz

---

**FULL NAME**

---

**DATE SIGNED**

City Clerk

---

**TITLE**

## Exhibits List

A - El\_Mirage\_City\_Hall\_High\_Roof\_Resealing\_Proposal (1)

## **Exhibit A**

El\_Mirage\_City\_Hall\_High\_Roof\_Resealing\_Proposal (1)



**NORTHERN ARIZONA  
ROOF SERVICES**

Licensed. Bonded. Insured.

March 15, 2026

**Roofing Proposal Prepared for**

City of El Mirage  
10000 N. El Mirage Road  
El Miraged, AZ 85335

Project Name: City Hall Upper Roof Resealing, RFP: EM26-URR01

**PROJECT SUMMARY**

Thoroughly clean and power-wash roof. Inspect entire roof for damage to existing foam & Coating roof system, identify damaged areas and potential leaks. Repair as necessary. Install new silicone coating system on existing roof per specifications and as follows.

- 1) Provide daily supervision and management/administrative services to ensure project scope of work is completed properly.
- 2) Thoroughly power-wash and clean roof with manufacturer's approved silicone cleaner.
- 3) Inspect entire roof system for damages by animals, environmental causes, other trades, and wear/tear and identify and clear mark repairs needed.
- 4) Perform repairs using "3-course" method, installing silicone patching compound, reinforcing fabric and additional silicone on top surface on all holes, punctures and large cracks.
- 5) Repair areas around roof top equipment penetrations with silicone patching compound.
- 6) Lift support bracket, apply coating system to roof deck underneath, allow to cure and reset bracket in original place.
- 7) Install new silicone primer to existing surface at the rate of 1.5 gallon per 100 square feet
- 8) Install new Silicone Coating System to entire existing roof assembly at a rate of 2 gallons per 100 square feet.
- 9) Provide traffic control as necessary, Clean and remove all project debris, ladders, safety, hoisting, trash removal, labor & material for work stated herein.
- 10) Provide 10 Year Manufacturer's Material Warranty & 5 Year NARS "No Leak" Guarantee.

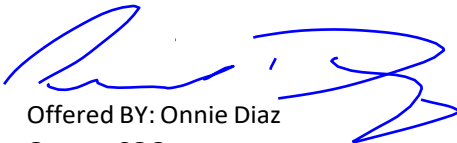
**Acknowledgements & General Conditions:**

- **2.8 Amendment of proposal all solicitation addendums acknowledged.**
- **6.37 Supplier: QXO Roofing Supply, Glendale, AZ**

*Proposal Excludes: Any and all other work or materials not specifically specified or stated herein.*

- **Proposed start date: Within 2 weeks of notice to proceed**
- **Proposed completion: Approximately 10 business days.**
  
- **Additional Inclusions: Tax, Bid & Performance Bond, specified warranties and equipment**

**Pricing Summary: \$39,874.00**



Offered BY: Onnie Diaz  
Owner, COO

201 E. Birch Ave., Ste. 16 | Flagstaff, AZ 86001  
Office 928 366-3504 | Cell 602 725-7949

[sales@northernarizonarooftservices.com](mailto:sales@northernarizonarooftservices.com) | [www.northernarizonarooftservices.com](http://www.northernarizonarooftservices.com)

**ROC CR-42 349278**