



*****DUE TO COVID-19, SEATING CAPACITY IS LIMITED TO NO MORE THAN 10 ATTENDEES*****

*****MEETING STREAMED LIVE ON TOWN OF GUADALUPE FACEBOOK PAGE*****

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

Agendas/Minutes:
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Town Council Chambers
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Phone: (480) 730-3080
Fax: (480)-505-5368

NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, AUGUST 12, 2021
6:00 P.M.

GUADALUPE TOWN HALL
9241 SOUTH AVENIDA DEL YAQUI, MUSEUM ROOM
GUADALUPE, ARIZONA

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, August 12, 2021, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 1. Approval of the May 20, 2021, Town Council/Pascua Yaqui Tribe Joint Meeting Minutes.
 2. Approval of the July 14, 2021, Town Council Regular Meeting Minutes.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATIONS: Child Support Awareness Month Proclamation
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 1. **GANG PREVENTION OFFICER INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2021.20):** Council will consider and may take action to authorize the Mayor, or designee, to enter into an intergovernmental agreement (IGA – C2021-53) with the Tempe Elementary School District, Tempe Union High School District, to jointly fund a Gang Prevention Officer position to mentor at-risk youth that live in Guadalupe. The term for this position will be five-years with Guadalupe providing funding not to exceed \$30,000 annually. Council may provide direction to the Town Manager / Clerk. *Additional material for this agenda item will be provided at the meeting.*



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2. PUBLIC HEARING – BUSINESS LICENSE TAX ORDINANCE AMENDMENT RELATED TO BAR AND LIQUOR STORE APPLICATION, ISSUANCE, AND ANNUAL FEES (ORDINANCE NO. O2021.02):

Hold a public hearing to receive public input to amend the Town Code of Ordinances, Chapter 111 Business License Tax, Section § 111.08 Fees, Subsection (B) Liquor by adding Series 06 Bar liquor license and Series 09 Liquor Store license. The proposed ordinance would also add application, issuance, and annual fees for the Series 06 Bar and 09 Liquor Store licenses and add the liquor license series number to existing liquor licenses in Section § 111.08 Fees, Subsection (B) Liquor in the Town Code of Ordinances. Council may provide direction to the Town Manager / Clerk.

3. BUSINESS LICENSE TAX ORDINANCE AMENDMENT RELATED TO BAR AND LIQUOR STORE LICENSE TYPES AND FEES (ORDINANCE NO. O2021.02):

Council will consider and may take action to adopt Ordinance No. O2021.02 amending the Town Code of Ordinances, Chapter 111 Business License Tax, Section § 111.08 Fees, Subsection (B) Liquor by adding Series 06 Bar liquor license and Series 09 Liquor Store license. The proposed ordinance would also add application, issuance, and annual fees for the Bar and Liquor Store licenses and add the liquor license series number to existing liquor licenses in Section § 111.08 Fees Subsection (B) Liquor in the Town Code of Ordinances. Council may provide direction to the Town Manager / Clerk.

4. COVID-19 ACTION UPDATE: Council will receive an update from Town staff regarding current Town of Guadalupe COVID-19 positive case rates, scheduled testing, vaccination information, Town service and steps taken to safeguard public health and safety in response to the Coronavirus. Council may provide direction to the Town Manager / Clerk. *Material for this item will be provided at the meeting.*

5. TOWN-OWNED EXCESS RIGHT-OF-WAY LAND SALE (RESOLUTION NO. R2021.17):

Council will consider and may take action to adopt a resolution authorizing the sale of Town-owned excess right-of-way. The right-of-way measures 50 feet by 25 feet and operates as a driveway for the adjacent property located at 9000 South Avenida del Yaqui. If approved, the adjacent property owner at 9000 South Avenida del Yaqui would pay the Town of Guadalupe \$9,375 to take ownership of the property, as stated in the Right of Way Agreement (C2021-52). The sale would comply with Arizona Revised Statutes sections §28-7205 and §28-7208 declaring the property to be excess, approving the abandonment, and that compensation be paid to the Town. Council may provide direction to the Town Manager / Clerk. *Additional material for this agenda item will be provided at the meeting.*

6. CITY OF PHOENIX INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2021.18):

Council will consider and may take action to adopt a resolution authorizing the Mayor, or designee, to enter into an intergovernmental agreement with the City of Phoenix, on and behalf of the Phoenix Fire Department. The purpose of this agreement (C2021-51) is to authorize the Phoenix Fire Department to provide Town of Guadalupe Fire Department personnel fire service training. The term of the agreement shall be for five-years, until August 12, 2026, or until terminated by formal act of the parties. Council may provide direction to the Town Manager / Clerk.

7. TOWN EMPLOYEE PAID HOLIDAYS (RESOLUTION NO. R2021.19):

Council will consider and may take action to adopt a resolution authorizing staff to amend the Town of Guadalupe Personnel Rules and Policies Manual to add four paid Town employee holidays as follows: New Year's Eve Day, the Monday following Easter, Juneteenth (June 19), and Christmas Eve Day; and, that Town Hall shall be closed for business on all Town holidays. Council may provide direction to the Town Manager / Clerk.

- H. TOWN MANAGERS' COMMENTS
- I. COUNCILMEMBERS' COMMENTS
- J. ADJOURNMENT



August 6, 2021

To: The Honorable Mayor and Town Council
 From: Jeff Kulaga, Town Manager / Clerk
 RE: **August 12, 2021, Town Council Regular Meeting Information Report**

The purpose of this report is to provide brief information regarding each of the meeting's agenda items.

Agenda Items:

D1. MAY 20, 2021, TOWN COUNCIL / PASCUA YAQUI TRIBE JOINT MEETING MINUTES. (PAGES 5 – 9)

D2. JULY 14, 2021, REGULAR COUNCIL MEETING MINUTES. (PAGES 10 – 11)

F. CHILD SUPPORT AWARENESS MONTH PROCLAMATION (PAGE 12)

G1. GANG PREVENTION OFFICER INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2021.20) (PAGE 13): In partnership, the Tempe Elementary School District, Tempe Union High School District, and the Town of Guadalupe seek to establish a Gang Prevention Officer position to provide guidance and mentor at-risk youth that live in Guadalupe. Through the intergovernmental agreement (C2021-53), the Gang Prevention Officer position will be funded jointly between the three entities for a five-year term. The Town of Guadalupe contribution will not exceed \$30,000 annually to fund this position. Funds for this position are available from the General Fund. Both school districts are expected to contribute equal amounts to fund the position. The Gang Prevention Officer will be a position of the Tempe Union High School District. *Additional material for this agenda item will be provided at the meeting.*

G2. PUBLIC HEARING – G3. BUSINESS LICENSE TAX ORDINANCE AMENDMENT RELATED TO BAR AND LIQUOR STORE LICENSE TYPES AND FEES (ORDINANCE NO. O2021.02) (PAGE 14): Ordinance No. O2021.02 amends the Town Code of Ordinances by adding Series 06 Bar and Series 09 Liquor Store license types to the Code, including associated application, issuance, and annual fees for both liquor license types. The ordinance also adds the liquor license series number to each of the existing liquor license types in the Town Code, for clarity and in accordance with the Arizona Department of Liquor Licenses and Control. Liquor licenses in Arizona are governed by Arizona Revised Statutes, Title 4, as well as municipal jurisdictions.

G4. COVID-19 UPDATE: Staff will provide an update regarding current Town of Guadalupe COVID-19 positive case rates, scheduled testing, vaccination information, Town service and steps taken to safeguard public health and safety in response to the Coronavirus. *Material for this item will be provided at the meeting.*

G5. TOWN-OWNED EXCESS RIGHT-OF-WAY LAND SALE (RESOLUTION NO. R2021.17) (PAGES 15 – 20): Staff has been approached by the owners of 9000 South Avenida del Yaqui, APN 301-12-119, to purchase 1,250 square feet of Town-owned excess right-of-way located immediately adjacent to the east of the private property located at 9000 South Avenida del Yaqui. The right-of-way measures 50 feet by 25feet and is considered right-of-way for a half street that was never finished or further planned. From a practical and historic standpoint, it operates as a driveway for adjacent 9000 South Avenida del Yaqui private property. Per the Arizona Revised Statutes sections §28-7205 and §28-7208, if the Council deems the property to be in excess and approve an abandonment, then it becomes acceptable that compensation be paid to the Town for the right-of-way. If approved, Resolution No. R2021.17 authorizes the buyer

to pay the Town \$9,375 to take ownership of the property as stated in the Right of Way Agreement (C2021-52). The Town would also be responsible for preparing a Quit Claim Deed that would be recorded along with the adopted Resolution, by the Maricopa County Recorder. Town staff recommends sales of this excess right of way and is seeking Town Council direction to sell the right-of-way. *Material for this agenda item will be provided at the meeting.*

G6. CITY OF PHOENIX INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2021.18) (PAGES 21 – 48): Adoption of Resolution No. R2021.18 authorizes the Town of Guadalupe to enter into an intergovernmental agreement (C2021-51) with the City of Phoenix Fire Department. This agreement authorizes the Phoenix Fire Department to provide Town of Guadalupe Fire Department personnel fire service training. Fire service training includes, but is not limited to: Aircraft Rescue Firefighter Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical Certification Training, EMT/Paramedic Recertification Training, and Technical Rescue Technician Certification Training, and follow-on required continuing education. These Firefighter training service offered by Phoenix is a new program and each course has its own individual fee. Funds for training are available in the Fire Department budget of the General Fund, should Guadalupe Firefighters participate in any of the offered training programs.

G7. TOWN EMPLOYEE PAID HOLIDAYS (RESOLUTION NO. R2021.19) (PAGES 49 – 52): Adoption of Resolution No. R2021.19 would authorize staff to amend the Town of Guadalupe Personnel Rules and Policies Manual, Section 510 – Holidays, to add four paid Town employee holidays as follows: New Year’s Eve Day, and the Monday following Easter, Juneteenth (June 19), and Christmas Eve Day; and, that Town Hall shall be closed for business on all Town holidays. Currently the Town has the following 13 paid holidays. Staff is recommending that the additional four holidays (in bold below) be added to the Personnel Rules and Policies Manual:

Town of Guadalupe Personnel Rules and Policies Manual – Section 510 Holidays		
New Year’s Day	Memorial Day	Friday following Thanksgiving
Martin Luther King Day	Juneteenth (June 19)	Christmas Eve Day
Presidents’ Day	Independence Day	Christmas Day
Good Friday	Labor Day	New Year’s Eve Day
Monday following Easter	Veteran’s Day	Birthday
Cesar Chavez Day	Thanksgiving Day	

Included in the agenda materials is an excerpt from the Town of Guadalupe Personnel Rules and Policies Manual concerning paid employee holidays and data collected by the League of Arizona Cities and Towns regarding paid employee holiday benefits provided to municipal employees in Arizona, for comparison purposes.



Minutes Guadalupe Town Council/Pascua Yaqui Tribal Council Joint Meeting Thursday, May 20, 2021

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

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Minutes of the Guadalupe Town Council/Pascua Yaqui Tribal Council Joint Meeting held on Thursday, May 20, 2021, at 6:00 P.M., at the Pascua Yaqui Tribe Itom Hiaspi Building, 9405 South Avenida del Yaqui, MPR Room, Guadalupe, AZ.

A. CALL TO ORDER

Mayor Molina called the meeting to order at 6:18 P.M.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Francisco Munoz provided the invocation. Mayor Molina then lead the pledge of allegiance.

C. ROLL CALL

Guadalupe Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Elvira Osuna, Councilmember Joe Sánchez, Councilmember Anita Cota Soto; and, participating via zoom: Councilmember Gloria Cota

Guadalupe Councilmember Absent: Councilmember Mary Bravo

Pascua Yaqui Tribal Councilmembers Present: Peter Yucupicio, Chairman, Robert Valencia, Vice Chairman, Sergio Varela, Treasurer, Francisco Valencia, Secretary, Council Member Herminia Frias, Council Member Angelina Matus, Council Member Francisco Munoz, Council Member Catalina Alvarez, Council Member Antonia Campoy, Council Member Mary Jane Buenamea; and, participating via zoom: Council Member Andrea Gonzales

Staff Present: Jeff Kulaga – Town Manager / Clerk, Jennifer Drury – Assistant to the Town Manager; and participating via Zoom David Ledyard, Town Attorney

D. CALL TO THE PUBLIC

Ismael Osuna stated that he would like to have a Pascua Yaqui Tribe flag posted in the Tempe Union School Board Chambers. 238 Pascua Yaqui children attend the Tempe Union School District. A Pascua Yaqui Tribe flag is posted in the Tucson Unified School District Chambers. He then thanked the Pascua Yaqui Tribal Council for approving the revenue sharing application of the Guadalupe Historical Society.

Mayor Molina announced that no formal action will be taken during this meeting. The purpose of the meeting is to collaborate with the Pascua Yaqui Tribal Council to enhance this partnership.

E. DISCUSSION / STUDY SESSION ITEMS

1. May 7, 2021 Meeting Follow up information
 - a. Boys & Girls Club Lease – located on Town-owned property

Jeff Kulaga, Town Manager / Clerk, stated that the facility lease term with the Boys & Girls Club began in May 2000 and expires in 2030, in the amount of \$1/year with a potential 10-year lease extension. Operations, utilities, and maintenance is the responsibility of the Boys & Girls Club.



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The term of the Boys & Girls Club soccer field lease began in June 2015 and expires in June 2030, in the amount of \$1/year with no lease extension provision.

b. South Mountain Community College Lease – located on Town-owned property

Mr. Kulaga stated that the lease term with South Mountain Community College is a 50-year lease that began in 1999 and expires in March, 2049, with a potential 25-year lease extension.

c. Sale of Town-owned Land \$1.5 million; ARS §9-402 & §9-403

Mr. Kualga discussed state statutes that impact the sale of Town-owned property. ARS §9-402 & §9-403 requires municipalities to advertise the sale of town-owned property, followed by a bidding process. Council would have the final approval of selling town-owned land in a formal meeting. ARS §9-403 requires that town-owned properties that are valued at more than \$1.5 million would be required to go through the public voting process.

d. Call for Election process and public notification

Mr. Kulaga discussed Arizona's four consolidated election dates. Calling of the Election by the Town Council must occur no less than 150 days prior to an upcoming election date. For example, if Council wanted to have a ballot measure on a May election schedule, Council would need to take action to call the election at a December Council meeting; and, would need to approve the ballot language for the May election in the October/November timeframe.

a. Boys & Girls Club Lease & b. South Mountain Community College Lease (*discussion continued*)

In response to a question on whether the Town could renegotiate the lease terms for the Boys and Girls Club and South Mountain Community College, David Ledyard, Town Attorney, stated that the Town owns the land, however the Boys and Girls Club and South Mountain Community College built the buildings.

In response to a question regarding state statutes that regulate Town-owned property, Mr. Ledyard stated that there are various statutes that govern easements and right-of-way. There is a bid process for the sale of Town-owned land that includes a 60-day lead time to post the property.

In response to a question regarding whether it would be permissible for the Boys and Girls Club or the South Mountain Community College to subleases their facilities, Mr. Ledyard stated both organizations would be required to obtain the permission of the Town before they would be authorized to sublease their facility.

A Councilmember voiced concern that the Boys and Girls Club is being utilized primarily by youth that are not Guadalupe residents. Because of this, it may be helpful to schedule a meeting with the representatives from the Boys and Girls Club to discuss the possibility of subleasing their facility by exploring options to increase the use of the facility by the youth that live in Town. Mr. Ledyard stated that the meeting would not need to be posted unless there is a quorum of Council.

A Pascua Yaqui Tribe representative discussed a desire to promote and increase youth participation in basketball; and, potentially purchasing the Boys and Girls Club. It was noted that the Tribe has a Recreation Committee. A Councilmember agreed that increasing participation of Guadalupe youth at the Boys and Girls Club would be ideal and emphasized that all community members should have the same opportunities.



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A Pascua Yaqui Tribe representative discussed the importance of maintaining the identity and culture of the Town of Guadalupe. The Pascua Yaqui Tribe would like to collaborate with Town representatives to increase economic opportunities and provide more accessible services to residents. The Tribe is considering purchasing multiple properties in Town. Mr. Kulaga stated that the Town is required to follow state law requirements when selling town-owned land. Guadalupe is incorporated and is a political subdivision of the State of Arizona.

Mr. Kulaga stated that on April 12, 2021, staff issued a Request for Proposals for the lease or purchase of town-owned land. A Councilmember stated that this is a follow up conversation with the Pascua Yaqui Tribe in an open public meeting to provide transparency to the public regarding what the future of Guadalupe looks like, and if the Town will survive without any new economic development. The Best Western Hotel and Inn Suites are both closed, decreasing revenue to the Town. Without the revenue generated by local businesses, the Town will not survive because there is no property tax in Guadalupe. There has been resistance to outside parties purchasing town-owned land. Guadalupe does not have the resources to develop town-owned land. This discussion is about how best to partner with the Pascua Yaqui Tribe.

A Councilmember suggested that a meeting be scheduled with representatives from the Boys and Girls Club, and the Pascua Yaqui Tribe to discuss options to increase youth participation at the Boys and Girls Club.

In response to a question regarding the legal requirements of selling or leasing town-owned land, Mr. Ledyard stated that if the property is valued at \$1.5 million or more, it would need voter approval. A Councilmember voiced concern that the Town may become gentrified.

In response to question regarding if the Request for Proposals (RFP) included an option for a lease to own of town-owned land, Mr. Kulaga stated that the RFP invited all offers. Council has the right of refusal on any of the RFP responses. An RFP was issued two years ago for the same town-owned properties and there were no responses received.

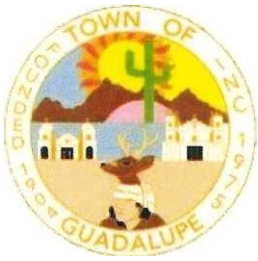
A Pascua Yaqui Tribe representative discussed ways to provide financial relief to Pascua Yaqui Tribal members who may need home equity loans in order for residents to be able to stay in their homes.

3. Mercado Shared Economic Development Opportunities (*item taken out of order*)

In response to a question regarding the Town receiving a donation in exchange for town-owned property known as the Mercado, Mr. Kulaga stated that the Mercado was built in 1982 and is in poor condition. He elaborated on the various repairs needed at this facility. A Councilmember discussed various questions the community may have if the Pascua Yaqui Tribe were to become the owner of the Mercado.

In response to a question regarding revenue derived from the Mercado, Mr. Kulaga stated that the Town receives revenue from event space rental fees, tenant rental revenue, and sales tax revenue. The three restaurants in the Mercado are all doing well.

A Pascua Yaqui Tribe representative emphasized the importance of preserving the Mercado; and, support for the Pascua Yaqui Tribe rejuvenating the Mercado. Mr. Kulaga stated that if the Pascua Yaqui Tribe were to submit a response to the town-owned land RFP, it would further this discussion. A letter of interest or intent would also be acceptable.



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2. Calle Vaou Nawi southern access

A Councilmember stated that Calle Vaou Nawi has one entrance in and one entrance out. There is no emergency exit. During a recent fire, residents were unable to evacuate.

Jeff Kulaga, Town Manager / Clerk, provided an aerial view of the street, with a potential solution to add vehicular access to the street on the south end of Calle Vaou Nawi. There are a few challenges that need attention such as the relocation of a storm water retention basin and a narrow alleyway. Adding vehicular access would improve emergency vehicle access and improve safety for residents. The estimated cost of the project is \$423,000, which does not include any land acquisition if needed, or additional costs associated with the relocation of the storm water retention basin. If land acquisition is needed, it may be property that is owned by the Pascua Yaqui Tribe.

In response to a question regarding making the street a one-way street, a Councilmember noted that there are other roads in Town that are one-way, however the public does not adhere to the one-way road status. Mr. Kulaga added that it is difficult to regulate one-way roads. Currently, there is no available funding for this project.

A Councilmember discussed how the park in the retention basin area is not being properly maintained, it is unsafe, and vandalism is occurring. One option would be to reconfigure the park. A Councilmember suggested that the Engineer for the Pascua Yaqui Tribe collaborate with the Town Engineer on options to resolve the various challenges that this project presents.

A Pascua Yaqui Tribe representative suggested the temporary closure of the one-way street and reopening the street to allow for emergency access. Usage of the park should also be assessed.

4. Community Partner Designation

Jeff Kulaga, Town Manager / Clerk, stated that at the June 10, 2021, Regular Council Meeting, staff will be seeking Council consideration of designating the Pascua Yaqui Tribe as a community partner, similar to previous years. This will allow the Pascua Yaqui Tribe the use of the Mercado event facility at a reduced rate for up to twelve events annually.

A Pascua Yaqui Tribe representative suggested adding the language 'for only Tribal events' to the Council action item.

Discussion ensued regarding the importance of a continuing partnership between the Pascua Yaqui Tribe and Town officials. Formalizing this relationship in the form of an intergovernmental agreement was then discussed.

5. Thank you: COVID-19 Cares Funding

Jeff Kulaga, Town Manager / Clerk, referred to a summary of COVID-19 resources that the Town was able to secure and provide to the community as a result of funding provided by the Pascua Yaqui Tribe. The Community Action Program (CAP) office was redesigned to be more efficient. Mr. Kulaga discussed the possibility of hosting a joint ribbon cutting ceremony for the remodeled CAP office with Pascua Yaqui Tribe officials and the Guadalupe Town Council in the Fall.

COVID-19 funding was also used to increase the Promotoras employment to full-time status. Mr. Kulaga discussed the media coverage the Town received regarding the activities of the Promotoras. Promotoras continue to serve as trusted voices in the community.

The current focus of COVID-19 efforts is in encouraging everyone to get vaccinated.

On behalf of Town staff, Mr. Kulaga thanked the Pascua Yaqui Tribal Council for their partnership and ongoing support of the Town.



On behalf of the Guadalupe Town Council and Guadalupe residents, a Councilmember thanked the Pascua Yaqui Tribal Council for assisting the Town in retaining the partnership of the Maricopa County Health Department.

A Pascua Yaqui Tribe representative voiced appreciation for the work the Promotoras and the Community Action Program staff are doing.

A Councilmember thanked the Pascua Yaqui Tribe for providing much needed resources for the community. The community vaccination rate is approximately 45% in Town. The focus now is getting ages 12 years and older vaccinated before school begins.

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F. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn; second by Councilmember Soto. Motion passed unanimously on a voice vote.

The meeting was adjourned at 8:14 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Thursday, May 20, 2021, Guadalupe Town Council/Pascua Yaqui Tribal Council Joint Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk

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Minutes Town Council Special Meeting July 14, 2021

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Minutes of the Guadalupe Town Council Special Meeting held on Wednesday, July 14, 2021, 1:00 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. CALL TO ORDER

Mayor Molin called the meeting to order at 1:07 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina; and participating via teleconference: Councilmember Mary Bravo, Councilmember Joe Sánchez, and Councilmember Anita Cota Soto

Councilmembers Absent: Vice Mayor Ricardo Vital, Councilmember Gloria Cota, and Councilmember Elvira Osuna

Staff Present: Jeff Kulaga – Town Manager / Clerk and Jennifer Drury, Assistant to the Town Manager / Clerk; and participating via teleconference: David Ledyard – Town Attorney

A. INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Bravo provided the invocation. Mayor Molina then lead the Pledge of Allegiance.

B. APPROVAL OF MINUTES:

1. Approval of the June 24, 2021 Regular Council Meeting Minutes.
2. Approval of the June 30, 2021 Special Council Meeting Minutes.
3. Approval of the July 8, 2021 Regular Council Meeting Minutes.

Motion by Councilmember Bravo to approve agenda items D1, D2, and D3; second by Councilmember Sánchez. Motion passed unanimously on a voice vote 4-0.

1. Councilmembers approved the June 24, 2021 Regular Council Meeting Minutes.
2. Councilmembers approved the June 30, 2021 Special Council Meeting Minutes.
3. Councilmembers approved the July 8, 2021 Regular Council Meeting Minutes.

C. CALL TO THE PUBLIC: No one spoke.

D. MAYOR and COUNCIL PRESENTATIONS: None.

E. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. AMERICAN RESCUE PLAN ACT (RESOLUTION NO. R2021.16)

Councilmembers considered the adoption of a resolution authorizing the Town Manager / Clerk to execute an agreement through the State of Arizona for funding from the United States Department of Treasury for Covid-19 Local Fiscal Recovery Funds as part of the American Rescue Plan Act. If approved, the Town of Guadalupe may receive up to \$2,214,622.28 in funding from the United States Department of Treasury.

Jeff Kulaga, Town Manager / Clerk, stated that Resolution No. R2021.16 authorizes the Town to accept federal funding for Covid-19 recovery purposes. Staff recommends approval of the resolution.



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Anita Cota Soto
Councilmember

Agendas/Minutes:
www.guadalupeaz.org

Town Council Chambers
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Phone: (480) 730-3080
Fax: (480)-505-5368

Motion by Councilmember Bravo to affirm that Jeff Kulaga, the Town Manager / Clerk, has been designated as the Chief Financial Officer and is authorized to execute an agreement through the State of Arizona for funding from the United States Department of Treasury for Covid-19 Local Fiscal Recovery Funds; and, approve agenda item G1; second by Councilmember Sánchez. Motion passed unanimously on a voice vote 4-0.

Councilmembers adopted **RESOLUTION NO. R2021.16** authorizing the Town Manager / Clerk to execute an agreement through the State of Arizona for funding from the United States Department of Treasury for Covid-19 Local Fiscal Recovery Funds as part of the American Rescue Plan Act. The Town of Guadalupe may receive up to \$2,214,622.28 in funding from the United States Department of Treasury.

2. CLAIMS

Councilmembers considered taking action to approve the check register for June 2021, totaling \$582,570.30.

Motion by Councilmember Soto to approve agenda item G2; second by Councilmember Bravo. Motion passed unanimously on a voice vote 4-0.

Councilmembers approved the check register for June 2021, totaling \$582,570.30.

H. TOWN MANAGERS' COMMENTS – None.

I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- o Thanked staff for their work.

Councilmember Sánchez

- o Encouraged everyone to get vaccinated.

Councilmember Soto

- o Thanked staff for their work.

Mayor Molina

- o Thanked staff for their work.
- o Requested consideration of a Gang Prevention Officer be added to an upcoming meeting agenda.

J. ADJOURNMENT

Motion by Councilmember Sánchez to adjourn the Regular Council Meeting; second by Councilmember Bravo. Motion passed unanimously on a voice vote 4-0.

The meeting was adjourned at 1:27 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the July 14, 2021, Town of Guadalupe, Town Council Special Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk



PROCLAMATION

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

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

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

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

WHEREAS, DCSS is a strong advocate for shared parenting responsibilities because parents and children benefit when both parents are engaged with their child at every stage, regardless of marital status; and

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

WHEREAS, child support awareness month salutes diligent parents who spend time with their child and who make regular child support payments to safeguard their children's future.

NOW THEREFORE, I, Valerie Molina, Mayor of the Town of Guadalupe, do hereby proclaim the month of **August 2021** as "**Child Support Awareness Month**" in the Town of Guadalupe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the Town of Guadalupe.

Signed this 12th day of August, 2021



Valerie Molina, Mayor
Town of Guadalupe, Arizona

RESOLUTION NO. R2021.20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE MAYOR, OR DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TEMPE ELEMENTARY SCHOOL DISTRICT AND THE TEMPE UNION HIGH SCHOOL DISTRICT TO ESTABLISH A GANG PREVENTION OFFICER POSITION.

WHEREAS, the Mayor of Guadalupe is authorized and empowered by provisions of the Town Code of Ordinances to execute contracts; and,

WHEREAS, the Tempe Elementary School District, Tempe Union High School District (herein after referred to as Districts), and the Town of Guadalupe (herein after referred to as Town) recognize the value of investing in youth; and,

WHEREAS, the Districts and the Town agree that the power of education can be transformative and empowering; and,

WHEREAS, it is the desire of the Districts and the Town to jointly fund a Gang Prevention Officer position for a five-year term; and,

WHEREAS, the Towns' contribution of not to exceed \$30,000 annually will be funded by the Towns' General Fund, for an initial five year term; and,

WHEREAS, the role of the Gang Prevention Officer will be to provide guidance to at-risk youth that reside in the Town.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AS FOLLOWS:

Approve the intergovernmental agreement with the Tempe Elementary School District and the Tempe Union High School District, Contract #2021-53. The intergovernmental agreement authorizes the Town of Guadalupe to jointly fund a Gang Prevention Officer position for a term of five-years, at a cost to the Town of Guadalupe not to exceed \$30,000 annually for an initial five year term. The Gang Prevention Officer will provide guidance and mentor at-risk youth that reside in the Town of Guadalupe.

PASSED and adopted by the Town Council of the Town Guadalupe, Arizona, this 12th day of August, 2021.

Valerie Molina, Mayor

ATTEST:

Approved as to Form:

Jeff Kulaga
Town Manager/Clerk

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

ORDINANCE NO. 02021.02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AMENDING THE TOWN OF GUADALUPE CODE OF ORDINANCES, CHAPTER 111: BUSINESS LICENSE TAX, § 111.08 FEES, SUBSECTION (B) LIQUOR – BY ADDING SERIES 06 BAR LIQUOR LICENSE APPLICATION, ISSUANCE, AND ANNUAL FEES; AND, ADDING SERIES 09 LIQUOR STORE LICENSE APPLICATION, ISSUANCE, AND ANNUAL FEES; AND, ADDING THE LIQUOR LICENSE SERIES NUMBER TO: IN-STATE PRODUCER, MICROBREWERY, BEER AND WINE STORE, HOTEL/MOTEL, RESTAURANT, AND CLUB LIQUOR LICENSES.

WHEREAS, local jurisdictions are required to submit recommendations of approval, denial, or no recommendation to the State of Arizona Department of Liquor Licenses and Control regarding liquor license applications; and

WHEREAS, the Town Council seeks to protect public health, safety, and welfare by processing all liquor license applications in accordance with the Arizona Revised Statutes Title 4 – Alcoholic Beverages, and with the provisions set forth in the Town of Guadalupe Code of Ordinances Chapter 111: Business License Tax.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Guadalupe, Arizona, as follows:

The **highlighted** liquor license series number shall be added; and, **highlighted** language and fees for Bar and Liquor Store shall be added to the Town of Guadalupe Code of Ordinances Chapter 111: Business License Tax, § 111.08 Fees (B) Liquor:

Series	Application	Issuance	Annual
01	In-State Producer	\$100	\$1,850
03	Microbrewery	\$100	\$600
06	BAR	\$100	\$2000
09	LIQUOR STORE	\$100	\$2000
10	Beer and Wine Store	\$100	\$1,550
11	Hotel/Motel	\$100	\$2,000
12	Restaurant	\$100	\$2,000
14	Club	\$100	\$1,150

PASSED and adopted by the Town Council of the Town of Guadalupe, Arizona, this 12th day of August, 2021.

Valerie Molina, Mayor

ATTEST:

Approved as to Form:

Jeff Kulaga
Town Manager/Clerk

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

RESOLUTION NO. R2021.17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, CONCERNING THE SALE OF EXCESS TOWN-OWNED RIGHT OF WAY OVER A PART OF APN 301-12-119.

WHEREAS, A.R.S. § 9-402 (E) allows but does not require a municipality to abandon easements; and

WHEREAS, A.R.S. § 28-7205 likewise allows but does not require a municipality to vacate and abandon right of way, but pursuant to A.R.S. § 28-7208 does require that, upon vacation or abandonment of right of way, that the municipality be paid reasonable compensation; and

WHEREAS, excess right of way generally has no value to anyone other than the Town of Guadalupe or an abutting landowner; and

WHEREAS, the Town of Guadalupe has identified excess right of way not needed by the Town for future right of way uses, said property and legal description set forth in Exhibit A is attached hereto and incorporated by reference herein; and

WHEREAS, the right of way set forth on Exhibit A is too small for any public use, currently has no future use by the Town and is a burden for the Town to maintain; and

WHEREAS, Elite Wash & Detail LLC, the owner of the abutting property, 9000 South Avenida del Yaqui, Guadalupe, AZ, APN 301-12-119, adjoining the right of way has a use for the property and is willing to pay reasonable compensation to the Town in the amount of \$9375.

WHEREAS, the Town Council of Guadalupe, Arizona specifically finds that said compensation for the property description set forth in Exhibit A provides adequate compensation to the Town for the land.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AS FOLLOWS:

1. The Town of Guadalupe Right of Way described in Exhibit A shall be abandoned and vacated by the Town of Guadalupe conveyed to Elite Wash & Detail LLC.
2. The consideration to be provided by Elite Wash & Detail LLC as set forth in Exhibit B is deemed to be reasonable compensation to the Town for said right of way.
3. The Mayor of Guadalupe is authorized to sign this Resolution and the Right of Way Agreement (Exhibit B).
4. The Town Manager/ Town Clerk is directed to sign and record a Quit Claim Deed to Elite Wash & Detail LLC, and to record this Resolution. Said recordings shall be at the Office of the Maricopa County Recorder.
5. Once the Resolution and Quit Claim Deed are recorded, the Town of Guadalupe shall have no further interest in the right of way described in Exhibit A.

PASSED by the Town Council of the Town of Guadalupe, Arizona, this 12th day of August 2021.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga
Town Manager/Clerk

Approved as to Form:

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
RIGHT OF WAY
OVER A PART OF APN 301-12-119

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 5, BEARS NORTH 00 DEGREES 01 MINUTES 32 SECONDS WEST, A DISTANCE OF 2650.40 FEET;

THENCE UPON AND WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, NORTH 00 DEGREES 01 MINUTES 32 SECONDS WEST, A DISTANCE OF 910.40 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 33 MINUTES 32 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF AVENIDA DEL YAQUI AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 33 MINUTES 32 SECONDS WEST, A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT 2021-0429586, RECORDS OF MARICOPA COUNTY, ARIZONA;

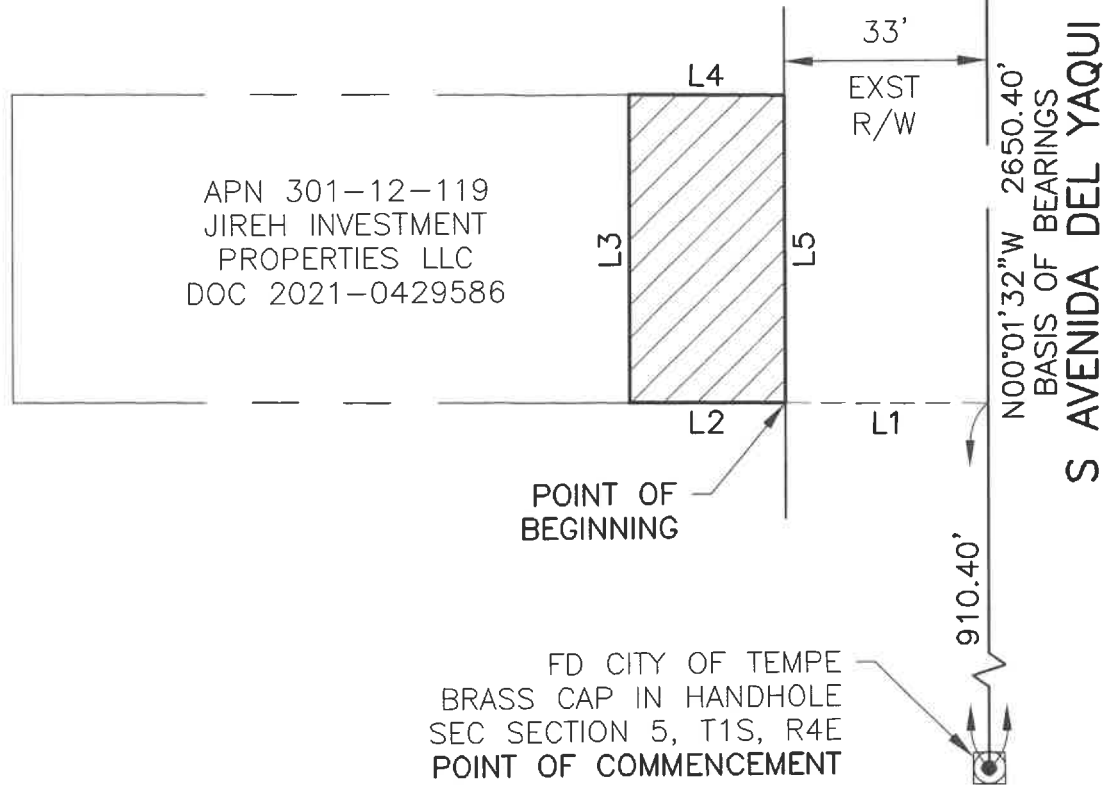
THENCE UPON AND WITH THE EAST LINE OF SAID PARCEL, NORTH 00 DEGREES 01 MINUTES 32 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 33 MINUTES 32 SECONDS EAST, A DISTANCE OF 25.00 FEET TO THE AFORESAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 00 DEGREES 01 MINUTES 32 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 1,250 SQUARE FEET OR 0.029 ACRES OF LAND, MORE OR LESS.



FD ALUMINUM CAP IN HANDHOLE
E 1/4 COR SECTION 5, T1S, R4E



NTS

PARCEL AREA:
1,250 SF OR
0.029 ACRES

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N89°33'32"W	33.00'
L2	N89°33'32"W	25.00'
L3	N00°01'32"W	50.00'
L4	S89°33'32"E	25.00'
L5	S00°01'32"E	50.00'

DIBBLE



EXHIBIT "A"
RIGHT OF WAY
APN 301-12-119

A PART OF SOUTHEAST 1/4 SECTION 5,
T1S, R4E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

Dibble Project No
1016014.13

DATE: MAY 2021
DRN: BAR CHK: CSD

PAGE 2

C2021-52

EXHIBIT B

RIGHT OF WAY ABANDONMENT AGREEMENT

The parties herein are the Town of Guadalupe, an Arizona Municipal Corporation, and Elite Wash & Detail LLC, an Arizona Limited Liability Company, hereby agree and contract:

1. The Town of Guadalupe is the legal owner of certain real property which is excess right of way.
2. Elite Wash & Detail LLC is the owner of real property that abuts the right of way. Said Elite Wash & Detail LLC Property is Maricopa County Assessor Parcel 301-12-119.
3. The Town would like to vacate and abandon the excess property to Elite Wash & Detail LLC and Elite Wash & Detail LLC would like to acquire said property.
4. Arizona Revised Statutes A.R.S. § 28-7205 allows such transaction but requires that the Town be reasonably compensated as forth in Arizona Revised Statutes A.R.S. § 28-7208.
5. Elite Wash & Detail LLC has offered to pay the sum of \$9,375, which the parties agree is reasonable consideration to the Town.
6. This Agreement must be approved by a Resolution of the Town Council of Guadalupe. Upon approval, Elite Wash & Detail LLC will transmit \$9,375 to the Town of Guadalupe for the conveyance of said property.
7. Once the funds have been transferred, the Town shall record the Resolution and Exhibits A and B and a Quit Claim deed transferring the title to Elite Wash & Detail LLC.
8. The provisions of ARS § 38-511 apply to this Agreement, as approved by the Guadalupe Town Council on August 12, 2021.

Valerie Molina, Mayor
Town of Guadalupe

ATTEST:

Jeff Kulaga
Town Manager/Clerk

Approved as to Form:

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

Elite Wash & Detail, LLC

RESOLUTION NO. R2021.18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE MAYOR, OR DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX, FOR AND BEHALF OF THE PHOENIX FIRE DEPARTMENT, FOR THE PHOENIX FIRE DEPARTMENT TO PROVIDE FIRE SERVICE TRAINING AND INTERGOVERNMENTAL COOPERATION IN PUBLIC SAFETY AREAS.

WHEREAS, the Mayor of Guadalupe is authorized and empowered by provisions of the Town Code of Ordinances to execute contracts; and,

WHEREAS, the City of Phoenix and the Town of Guadalupe are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952; and,

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

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

WHEREAS, the Town of Guadalupe desires to participate in Phoenix Fire Department Fire Service Training in order to more effectively provide emergency fire, medical and other services; and,

WHEREAS, the City of Phoenix desires the participation of the Town of Guadalupe to more effectively provide emergency fire, medical and other services; and,

WHEREAS, Resolution No. R2021.18 dated August 12, 2021, authorizes the Town of Guadalupe to enter into an agreement with the City of Phoenix for participation in the Phoenix Fire Department Fire Service Training.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AS FOLLOWS:

Approve the intergovernmental agreement, by reference, with the City of Phoenix, on a behalf of the Phoenix Fire Department for the provision of fire service training by the Phoenix Fire Department. Town of Guadalupe, Contract #2021-51.

PASSED and adopted by the Town Council of the Town Guadalupe, Arizona, this 12th day of August, 2021.

Valerie Molina, Mayor

ATTEST:

Approved as to Form:

Jeff Kulaga
Town Manager/Clerk

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

C2021-51

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE TOWN OF GUADALUPE
FOR FIRE SERVICE TRAINING**

Phoenix Contract No. _____
Guadalupe Contract No. C2021-51

This Intergovernmental Agreement (“Agreement”) is entered into this 12th day of August, 2021, by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department (“the City”), and the Town of Guadalupe (“the Agency”). Throughout this Agreement, the City and the Agency individually may be referred to as “Party” and may be referred to collectively as “Parties” to this Agreement.

RECITALS

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

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

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

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

WHEREAS, the Agency desires to participate in Phoenix Fire Department Fire Service Training in order to more effectively provide emergency fire, medical and other services; and,

WHEREAS, the City desires the participation of the Agency to more effectively provide emergency fire, medical and other services; and,

WHEREAS, Ordinance No. _____ dated _____ authorized the City to enter into an agreement with the Town of Guadalupe for participation in the Phoenix Fire Department Fire Service Training.

AGREEMENT

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

ARTICLE I. PURPOSE

The Parties desire to enter into this Agreement for the purpose of enabling them to conduct and participate in fire service training hosted by the City. Fire service training includes, but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (HMT) Certification Training, EMT/Paramedic Recertification Training (CORE), and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education.

ARTICLE II. STATEMENT OF SERVICES

1. Fire Service Training:

The City will provide fire service training and follow-on continuing education as outlined in Exhibit A, Fire Service Training Menu.

2. Availability of Training:

Nothing in this Agreement creates an obligation or otherwise requires the City to host training, or to provide an opportunity in any particular training class to the Agency.

3. Training Records:

The City will provide original training records for the Agency's personnel upon the completion of any training being provided, or upon termination of the Agency personnel's attendance in the training program. The City will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole when the law, fire service standards, or best practices require or make reasonable and prudent the preservation of such information.

4. Equipment and Assistance with Training:

4.1 The City shall specify the equipment and materials ("Required Equipment") that the Agency must provide to its employees, or that the Agency employees must have in order to participate in any particular training program. The Agency's employees must have the required equipment as a condition of participation in the training program.

4.2 Upon reasonable request, the Agency will provide the City with instructors for assistance. When the Agency has facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by the City, the Agency will allow the City to use such facilities, subject to their availability, when it is determined by both Parties to be in their mutual best interest. Any such contributions by the Agency, to the extent applicable, will be considered in determining the Training Fees.

5. Discipline. Academic Requirements and Skill Performance Standards:

5.1 The City reserves the right, in its sole discretion, to determine whether the Agency employees are maintaining the minimum requirements necessary to continue in the training. In the event a student is removed for failure to abide by training or affiliated training location or vendor academic, ethical, or disciplinary standards applicable to all fire service training students, the employing party will remain responsible for full payment of contractual training fees. Removal from training is apart and independent from whether the impacted employee is disciplined or terminated by the employing Agency.

5.2 Employees of both Parties shall be subject to the same standards for purposes of training and academics. In the event that an Agency employee is suspected of having engaged in misconduct while in training being conducted by the City, the City shall report the suspected misconduct to the Agency as soon as practicable. The employing Agency will be responsible for conducting any appropriate investigation and taking corrective action or discipline.

5.3 The City has the sole responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether the Agency's employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to City controlled training and City owned training locations , (5) the facility and location of site specific training, (6) the assignment and use of any Agency provided instructors, staff, or equipment.

5.4 The Parties understand and agree that the City will determine the curriculum for training programs to meet, in part, to satisfy the City standards, which may include the skill performance standards within the Phoenix Fire Department's Training Standards. The Agency may request cross-training on the City materials, the presentation of which shall be provided by the Agency's personnel. The Parties further understand and agree that the City will determine the appropriate location necessary to support training programs which, in part, satisfy the City standards. Additional training needs beyond the City standards, which may require additional time and resources, by way of separate agreements will be the sole responsibility of the requesting Agency.

5.5 The City will regularly communicate with the Agency on issues that may affect the ability of an Agency's employee to successfully complete the training program, including, but not limited to academics, physical fitness, discipline, requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. The City will advise the Agency, as soon as possible, when it appears that an Agency employee may be subject to being removed from a City training program.

6. AGENCY RESPONSIBILITIES:

Agency agrees to be responsible for ensuring that their employees sent to the City premises or training location pursuant to this Agreement meet the following minimum requirements to receive the training:

- 6.1** Agency warrants that all Agency employees participating in training are thoroughly familiar with the type of exercise and physical ability necessary to participate and represents that, to the best of its knowledge, the health and physical condition of all Agency employees participating is excellent and that they are capable of undertaking this training.
- 6.2** Agency warrants that all Agency employees participating in training are thoroughly familiar with the type of training being conducted and that their training and experience is sufficient to undertake this training.
- 6.3** Agency agrees that prior to receiving City fire training services training or utilizing a City facility for training, Agency employees must sign and submit an Assumption of Risk and Release Agreement City of Phoenix Fire Service Training Form, Exhibit B.
- 6.4** While on City premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted Agency warrants that employees shall comply with all applicable United States Federal, State of Arizona, and Local laws, statues and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including the City.
- 6.5** Agency will ensure that Agency employees have required protective gear, uniforms, or other required equipment for the Training Services.
- 6.6** Necessary third party agreements: Due to the variety of insurance, indemnification, background check requirements etc., where training requires a separate Agreement in order to provide clinical rotations, such as in Paramedic Training, the Agency will be solely responsible for making sure their employees are covered under an agreement with the non-City owned training site location and the Agency.

For Paramedic Training clinical rotations, the City will provide the necessary academic instruction. Additionally, the City will assist and track students with the required record keeping which is reviewed weekly to include patient assessment areas, skills completed, hours worked, student and preceptor evaluations and documentation of all patient contacts. City staff available to the students throughout the clinical training includes the Program Director, Clinical Coordinator, Program Coordinator and any additional EMS staff assigned to the paramedic class. Student identification badges, access to electronic record keeping or paper records for the students to track all of the required hours, skills and assessments to meet CAAHEP, CoAEMSP and AZDHS requirements will be provided by the City.

However, the insurance, indemnification, and decisions about agreeing to site specific background checks and policies will be the responsibility of the Agency, as evidenced through separate agreements.

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-years or until terminated by formal act of the Parties.

2. Termination and Cancellation:

Either 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 Party. If this Agreement is terminated, the Agency, will be liable under the provisions of this contract for services and material rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511. 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 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 either Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

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

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

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

5. 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.

6. 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.

7. No Joint Venture:

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

8. Assignment and Delegation:

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

9. Independent Contractor Status:

To the extent required by law, the Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, neither Agency nor any of Agency's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City.

10. Workers' Compensation:

To the extent required by law, and 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 agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.

11. Severability:

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

12. 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.

13. Drug Free Workplace:

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

14. 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.

15. Legal Worker Requirements:

To the extent applicable by law, the Agency is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the City shall ensure that:

15.1 To the extent applicable by law, each subcontractor the City 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,

15.2 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.

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

16. Confidentiality and Data Security:

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

16.2 Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Agency must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

16.3 In the event that data collected or obtained by the Agency in connection with this Agreement is believed to have been compromised, Agency will notify the City Privacy Officer immediately. Agency agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

16.4 Agency agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Agency. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

16.5 The obligations of Agency under this Section will survive the termination of this Agreement.

ARTICLE V. PAYMENTS

1. Payment and Fees:

Agency will pay the amount identified in the Fire Service Training Menu, Exhibit A, for each Agency employee that attends training. This amount may be adjusted at the discretion of the Phoenix Fire Chief based on Agency's contribution to the training through the provision of non-monetary resources such as facilities and personnel, recruit training officers, and other factors listed for non-monetary resources.

2. Invoicing:

Phoenix Fire Department will invoice Agency, per training class under this Agreement. Agency shall remit all payments to the City of Phoenix Fire Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Agency's payment is not received with five (5) days after the Due Date, Phoenix may exercise its right to terminate this Agreement.

3. Fees for Non-Monetary Resources:

3.1 In establishing the Training Fee, the Parties may consider the nature and duration of the training; additional expenses associated with Agency's participation in the training; non-monetary contributions by the Agency in facilities, personnel, or equipment; and the experience, value, and goodwill inherent in the Parties training together. The City's Fire Chief has the discretion to waive fees, in whole or part, for the Agency when it is in the best interest of the City.

ARTICLE VI. INDEMNIFICATION

1. Indemnification and Claims Release:

1.1 The Agency acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Agency or Agency's employees.

1.2 Indemnification:

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

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

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

ARTICLE VII. NOTICES

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

If to City:

Phoenix Fire Department
150 S. 12th Street
Phoenix, AZ 85034

Attn: Kara Kalkbrenner
Phoenix Fire Chief
Telephone: (602) 256-3189

If to Contractor:

Guadalupe Fire Department
8214 S Avenida del Yaqui
Guadalupe, AZ 85283

Attn: Wayne Clement
Guadalupe Fire Chief
Telephone: (480) 839-1112

Fax: (602) 262-4429

Fax: (480) 730-3336

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

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

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By: _____
Kara Kalkbrenner
Fire Chief

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

TOWN OF GUADALUPE, a municipal corporation

By: _____
Valerie Molina, Mayor, Town of Guadalupe

ATTEST:

Jeff Kulaga, Town Clerk, Town of Guadalupe

APPROVED AS TO FORM:

David E. Ledyard, Esq.
FAITH, LEDYARD, & FAITH, PLC
Town Attorneys

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

CITY OF PHOENIX

By: _____
Sandra Hunter
Assistant Chief Counsel

Date: _____

TOWN OF GUADALUPE

By: _____
David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

Date: August 12, 2021

EXHIBIT A - FIRE SERVICE TRAINING MENU

Students who have taken the initial training class from the Phoenix Fire Department will receive the corresponding continuing education classes, for that course, at no additional charge.

Aircraft Rescue Firefighter (ARFF) Certification Training	
Course Overview	Description
Scope	<p>Students will study a curriculum required pursuant to the Federal Aviation Administration (FAA) 139.319. Students will learn skills needed to safely perform at Sky Harbor International Airport to include but not limited to:</p> <p>Airport Familiarization, Aircraft Familiarization, Aircraft Rescue Fire Fighter (ARFF) Safety, Emergency Communications, Apparatus, Agents, Aircraft Evacuation, Tactics and Strategy, Adaptive Structure, Cargo – Hazards, Emergency Plan, Airport Movement Area, Drivers Training, Annual Live Burn, Annual Escort Badging.</p> <p>This training will utilize the Incident Management/Unified Command structure and provide structure for working with our Aviation Partners.</p>
Course Length	<p>2 Classroom Weeks, 80 Hours – M – F 0800 – 1700 2 additional driver training days – 0800 – 1700 Optional Live Burn Day (1 day per student) – 0800-1700</p>
Testing/Certification	<p>Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are completed during the Live Burn Exercise and Drivers Training portion of the class.</p> <p>Students must complete a written examination at the end of the 80-hour course with a passing score of 75%.</p> <p>Engineers will be required to complete additional Drivers Training with the Drivers Training Captain at the end of the 80-hour course.</p> <p>Students will be required to complete a Live Burn Exercise at the end of the 80-hour course to become ARFF Certified.</p> <p>Students must attend 100% of the class, Live Burn and Drivers Training to be certified.</p>

Cost	Base cost - \$1,340.00 Base cost with optional live burn - \$1,840.00
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EMT/Paramedic Recertification Training (CORE)	
Course Overview	Description
Overview	<p>This is a recertification course designed to meet State requirements for recertification of EMT's and Paramedic's.</p> <p>The EMCT is an individual who has been certified in Arizona as an Emergency Medical Technician and/or a Paramedic. The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. These individuals possess the complex knowledge and skills necessary to provide patient care and transportation.</p> <p>The Core program meets and exceeds the requirements set forth for recertification by national, state, local organizations for these individuals to provide the highest level of care to our community.</p> <p>The Core recertification program recertifies individuals through the American Heart Association, in Basic Life Support, Advanced Life Support and Pediatric Life Support.</p> <p>The Core recertification process provides individuals with the latest updates and resources from PFD Emergency Medical Services:</p> <p>Recertifying members in service delivery with a specialized educational approach geared towards meeting the needs of the communities we serve: Assists us with fielding questions, changes and issues from the field in a timelier manner; Aids with dealing any discrepancies or immediate needs/issues that must be addressed as soon as possible; Identify and respond to community needs that demand high level training and customer service.</p> <p>CORE is purposely scheduled to assist members with remaining certified while creating minimal impact on deployment and staffing.</p>

Linked Target Capabilities	<ul style="list-style-type: none"> ▪ EMS System- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care ▪ Research- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. ▪ Workforce Safety and Wellness- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. ▪ Documentation- Applies fundamental knowledge of the EMS system, safety/well-being of the EMT/Paramedic, and medical/legal and ethical issues to the provision of emergency care. Review of the Documentation Tool Guide, PFD Volume 12, and PFD Treatment Guidelines. ▪ EMS System Communication- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care. ▪ Medical/Legal and Ethics- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care. ▪ Anatomy and Physiology- Applies fundamental knowledge of the anatomy and function of all human systems to the practice of EMS. ▪ Medical Terminology- Uses foundational anatomical and medical terms and abbreviations in written and oral communication with colleagues and other health care professionals. ▪ Disease profiles and Pathophysiology- Applies fundamental knowledge of the pathophysiology of respiration and perfusion to patient assessment and management. ▪ Pharmacology- Applies fundamental knowledge of the medications that the EMCT may assist/administer to a patient during a medical emergency.
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	<ul style="list-style-type: none"> ▪ Airway Management/Respiration- Applies knowledge (fundamental depth, foundational breadth) of anatomy and physiology to patient assessment and management in order to ensure a patent airway, adequate mechanical ventilation, and respiration for patients of all ages. ▪ Patient Assessment- Applies scene information and patient assessment findings (scene size-up, primary and secondary assessment, patient history, reassessment) to guide emergency medical management. ▪ Medical Emergencies- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely ill patient with medical emergencies. ▪ Trauma/Shock- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely injured patient with traumatic emergencies. ▪ OB/GYN- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a patient with special needs in obstetrics and individuals with pregnancies. ▪ Pediatric and Neonatal emergencies- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a pediatric patient, and patients with special needs. ▪ Geriatrics- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for the elderly/geriatric patient, and elderly patients with special needs.
Scope	<p>The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. This individual possesses the complex knowledge and skills necessary to provide patient care and transportation.</p>

	EMCT function as part of a comprehensive EMS response, under medical oversight. EMCT can perform interventions with the basic and advanced equipment with in their system. The EMCT is a link from the scene into the health care system.
Course Length	1 day, 8hrs. Held on Monday's and Friday's 0800-1700. Prerequisites must be completed prior to attending class.
Delivery Options	<ul style="list-style-type: none"> ▪ Complete: In a Classroom setting utilizing Video content, PowerPoint presentation and multiple skills application. ▪ Partial: Utilizing all AHA and CORE video content. Once completed, members will be tested on individual skills at battalion office in a small group setting. ▪ Train-the-Trainer: Required Prior: previous teaching experience, Instructor certifications and in good standing with in Phoenix Fire Department. ▪ Skills Instructor: Follow another instructor for each skill and demonstrate a "Teach Back" at mastery level prior to becoming a skills instructor. ▪ Lead Instructor: Follow a lead instructor with classroom instruction and management. Upon following a lead instructor, the member will Lead the Core classroom with another lead, assisting the trainee to mastery.
Target Audience	Fire Service, Hazardous Materials, Law Enforcement, Emergency Medical Services, Public Works
Prerequisites	<ul style="list-style-type: none"> ▪ Current AZ DHS EMT certification ▪ Current AZ DHS Paramedic certification ▪ RN, PA and/or MD/DO ▪ Current: <ul style="list-style-type: none"> • American Heart Association (AHA) — BLS Health Care Provider certification AND (For Paramedic, RN, PA, MD and DO) • American Heart Association (AHA) — Advanced Life Support provider certification • American Heart Association (AHA) — Pediatric Life Support provider certification ▪ All AHA video modules completed with certificates. ▪ All state required CE's completed for EMT's and Paramedic's ▪ EMT- 24 CE hrs. ▪ Paramedic — 48 CE hrs.

	<ul style="list-style-type: none"> ▪ Must be in Uniform!
Testing/Certification	<p>EMCT members, during the testing process, will demonstrate competence in a wide range of emergency care skills.</p> <p>Members will show competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient.</p> <p>Members will show competency in Pediatric, Adult and Geriatric patient management. The course will be geared towards a team based setting with advance and basic level practitioners.</p> <p>Members will take written exams covering all course objectives. Exams will be American Heart Association BLS, ACLS and PALS. A passing score of 80% must be obtained.</p> <p>Upon completion of Psychomotor skills and written testing, members must demonstrate that they have completed the required number of CE hours, a OHS application, class and AHA rosters, and AHA evaluation prior to recertification.</p>
Evaluation Strategy	<p>Practical Skills will be assessed through various skills worksheets for each medical scenario from American Heart Association.</p>
Instructor Certification and Qualification	<ul style="list-style-type: none"> ▪ 2 years as a EMT or Paramedic ▪ Good standing with in EMS, Phoenix Fire Department and ▪ AZ OHS ▪ Understanding and knowledge of all Standing Guidelines, ▪ SOP's and Volume 12 ▪ NREMT Skills Examiner instructor ▪ EDU 250 (from the College) ▪ Current: <ul style="list-style-type: none"> ▪ BLS instructor card ▪ ACLS instructor card ▪ PALS instructor card
Cost	\$200 per student

Firefighter Recruit Training (14 Week Recruit Training Academy)	
Course Overview	Description
Overview	The Phoenix Fire Department Recruit Training Academy is conducted over a minimum of 14 weeks with 550 hours of training and meets the requirements of the Regional Automatic Aid IGA.
Scope	<p>Over the course of the firefighter recruit academy the following skills will be covered:</p> <ul style="list-style-type: none"> ▪ Physical Fitness ▪ Peer Support ▪ EMS Training ▪ Haz Mat / Special Ops ▪ Vehicle Safety ▪ Fireground Skills <ul style="list-style-type: none"> ○ SCBA ○ Hose Lays ○ Search & Rescue ○ Ventilation ○ Forcible Entry ○ Hose Management ○ Ground Ladders ▪ Live Fire Training <ul style="list-style-type: none"> ○ Intro to Heat ○ Flashover ○ Functional Burns ○ Car Fires ▪ Ladder Functions <ul style="list-style-type: none"> ○ Extrication ○ Salvage & Overhaul ○ Commercial Ventilation ▪ Building Construction ▪ High Rise ▪ Fireground Survival ▪ Power & Hand Tools ▪ Communications ▪ Tactics ▪ Utilities ▪ Violent Incident Training ▪ Extinguishers ▪ Cancer Awareness & prevention ▪ Safety ▪ Professional Standards ▪ Firefighter Survival ▪ Urban Interface

	<ul style="list-style-type: none"> ▪ Mental Health / Peer Support
Course Length	14-16 weeks (dependent on City Holidays) 550 Hours - M-F 0700-1600
Prerequisites	Arizona State EMT IAFF Certified CPAT CPR Certification: <ul style="list-style-type: none"> ▪ American Heart Association (AHA) - Health Care Provider ▪ American Red Cross (ARC) - CPR for the Professional Rescuer ▪ National Safety Council (NSC) – Equivalent Qualification
Testing/Certification	<p>Students will be evaluated and tested on their knowledge, skills and abilities throughout the academy. At the end of the recruit training academy recruits that have not previously obtained Arizona State Firefighter 1 & 2 certification will be required to complete that testing process.</p> <p>The Arizona Center for Fire Service excellence administers the test including practical skills evaluations and a written exam. Upon completion of that exam, recruits will be Firefighter 1 & 2 certified. Upon completion of the recruit academy recruits become Probationary Firefighters and work under the supervision of a Field Training Officer for up to 9 months.</p>
Evaluation Strategy	Practical Skills will be assessed through skills evaluations via iPad and a training database. Results are shared with recruits.
Instructor Certification	The Phoenix Fire Recruit Training Academy is taught by Regional Fire Captains and subject matter experts in not more than a 4 to 1 student/instructor ratio. It is recommended for instructors to obtain EDU250 from the MCCC and Fire Instructor 1 certification.
Cost	\$4,500 per recruit If a participating regional City sends a Recruit Training Officer for the length of the academy the price for up to 2 recruits will be waived.

Fire Inspector Training	
Course Overview	Description
Scope	<p>Over the course of the training program, candidates will learn the skills needed to perform a complete, holistic inspection from start to finish.</p> <p>They will also learn records and code research, how to create comprehensive inspection notices, conducting technical plan</p>

	review, customer service delivery skills, creating and maintaining inspection data reports and the citation process.
Course Length	16 weeks, 640 Hours - M-F 0730-1600
Testing	<p>Upon the completion of each chapter, a quiz will be administered. There will also be a mid-term exam and final exam during the didactic portion of the program.</p> <p>Minimum passing score for all quizzes and tests will be 80%.</p> <p>The filed internship will be comprised of Pass/Fail practical skills stations.</p>
Cost	\$1500 per candidate

Hazardous Material Technical (HZM) Certification Training	
Course Overview	Description
Scope	<p>Over the course of the program, students will learn the skills needed to safely perform Hazardous Material Technician level response in accordance with OSHA CFR29 1910.120 and NFPA 472 & 1072.</p> <p>The objectives of the course are to teach participants:</p> <ul style="list-style-type: none"> ▪ to classify, identify, and verify known and unknown material by using field survey instruments and equipment; ▪ to select and use the proper chemical protective clothing provided to the hazardous materials Technician; ▪ to understand hazard and risk assessment techniques for Hazmat and CBRNE environments; ▪ to be able to perform advanced control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available; ▪ to develop incident action plans within the parameters of the incident command system.
Course Length	5 Weeks, 200 Hours - M-F 0800-1700
Prerequisite	Hazardous Materials First Responder Operations
Testing/Certification	<p>Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned.</p> <p>Students must complete a written examination at the conclusion of the following module with a passing score of 75%:</p> <ul style="list-style-type: none"> ▪ Chemistry

	<p>At the conclusion of the entire Hazardous Materials Technician program, students must complete a written examination covering all course objectives in accordance with IFSAC accreditation standards.</p> <p>A passing grade of 75%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.</p>
Cost	\$4500 per student

Initial Paramedic Training	
Course Overview	Description
Scope	Throughout the course of the Paramedic training program, the student will learn the knowledge and skills needed to safely and proficiently provide basic and advanced emergency medical care and transportation for critical and emergent patients who access the emergency medical system. Paramedics function as part of a comprehensive EMS response, under medical oversight. Paramedics can perform interventions with the basic and advanced equipment with in their system. The paramedic is a link from the scene into the health care system.
Course Length	10 Months, 1282 hours. Class meets Tuesday, Wednesday & Thursday 0900-1800
Testing/Certification	<p>Students will demonstrate competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Students will show competency in Pediatric, Adult and Geriatric patient management.</p> <p>Students will take written, computer generated and skills examinations covering all course objectives. A passing score of 80% must be obtained.</p> <p>Upon successful completion of the PFD Paramedic Training Program, students are eligible to take the NREMT Psychomotor test and the NREMT CAT test.</p>

	<p>Upon successful completion of NREMT examinations, students receive their Arizona and National Paramedic certifications</p> <p>Additional Certifications awarded during paramedic training</p> <ul style="list-style-type: none"> ▪ Certificate of Completion from Phoenix College ▪ ACLS certification ▪ PALS certification ▪ TECC Certification
Cost	\$5,000 Per Student

Technical Rescue Technician (TRT) Certification Training	
Course Overview	Description
Scope	<p>Over the course of the program, students will learn the skills needed to safely perform rescue operations in the following areas of expertise:</p> <ul style="list-style-type: none"> ▪ Rope Rescue ▪ Confined Space Search and Rescue ▪ Trench and Excavation Search and Rescue ▪ Structural Collapse ▪ Swiftwater Rescue ▪ Vehicle and Machinery Rescue ▪ Helicopter Rescue Operations <p>This training will utilize the Incident Management/Unified Command structure to assess a technical rescue hazard within the response area, identify the level of operational capability, and establish operational criteria.</p>
Course Length	5 Weeks, 200 Hours - M-F 0800-1700
Testing/Certification	<p>Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned.</p> <p>Students must complete also a written examination at the conclusion of the following modules with a passing score of 80%:</p> <ul style="list-style-type: none"> ▪ Confined Space Rescue ▪ Trench Rescue ▪ Structural Collapse <p>In addition, at the conclusion of the entire Technical Rescue Technician program, students must complete a written examination covering all course objectives. A passing grade of 80%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.</p>
Cost	\$4500 per student

EXHIBIT B - ASSUMPTION OF RISK AND RELEASE AGREEMENT

ASSUMPTION OF RISK AND RELEASE AGREEMENT CITY OF PHOENIX FIRE SERVICE TRAINING

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

I, _____ hereby agree as follows:

1. **Risk of Activity.** I understand that participation in training exercises (“Activities”) with the City of Phoenix and its affiliated training vendors (“City”), at the City and or affiliated vendor locations (“Site(s)”) involves inherent risk of physical injury and illness associated with and arising out of my presence at the Site and participation in the Activities. I have made my own investigation of these risks and fully accept these risks. I am thoroughly familiar with the type of exercise and physical ability necessary to attempt the Training. I represent that to the best of my knowledge my health and physical condition are excellent and that I am physically capable of participating in Training. I understand that the Training is dangerous and includes the risk of serious injury, burns, illness, death, or permanent disability. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the City. I am knowingly and voluntarily participating in the Training with an understanding of the risks involved and hereby agree to accept and assume any and all risks of injury, illness, death, or permanent disability I incur, whether caused by the City or otherwise.
2. **Waiver of Liability.** I understand the City is not responsible for any injury or loss I may suffer while participating in Activities at the Site. I hereby completely and unconditionally release and forever discharge City, its officials, officers, employees, agents, and all other participants, from all injury, loss, damage, accident, delay, or expense, arising out of any Activities at the Site.
3. **Health and Safety.**
 - a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site.
 - b. I have arranged, through insurance, or otherwise, to meet any and all needs for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand City is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefrom. If I require medical treatment or hospital care during the Activities, City is not responsible for the cost or quality of such treatment or care.

- c. Subject to medical decision-making capacity, I acknowledge and understand City may, but is not obligated to, take any action it considers warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release City from any liability for any actions taken.
4. Standard of Conduct. I agree to comply with all City's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the City of Phoenix Fire Department Rules and Regulations, as amended. I waive and release all claims against City for my failure to remain under the supervision of City personnel or to comply with such rules, standards, and instructions.
5. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in Activities at the Site, I agree, on behalf of myself, family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in Activities at the Site. To the maximum extent permitted by law, I release and indemnify City, its officials, officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in Activities at the Site, including periods in transit to or from the Site.
6. INDEMNITY: I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD- PARTY RELATED TO MY PARTICIPATION IN THE TRAINING. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE REALEASEES, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND THE RELEASEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.
7. No Joint Venture: I understand that no term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties. I further understand that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of the City. I understand that where I am included as a "student" that does not deem me to be an employee or agent of the City.

RESOLUTION NO. R2021.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AMENDING THE TOWN OF GUADALUPE PERSONNEL RULES AND POLICIES MANUAL TO ADD THREE ADDITIONAL PAID EMPLOYEE HOLIDAYS, ANNUALLY – CHRISTMAS EVE DAY, NEW YEAR’S EVE DAY, AND THE MONDAY FOLLOWING EASTER; AND, THAT GUADALUPE TOWN HALL SHALL BE CLOSED FOR BUSINESS ON ALL TOWN HOLIDAYS.

WHEREAS, Councilmembers have historically agreed to add three additional paid holidays to the Town employee holiday schedule; and

WHEREAS, Guadalupe Town Hall shall be closed for business on three additional paid holidays; and

WHEREAS, the following employee paid holidays shall be added to the Town of Guadalupe Personnel Rules and Policies Manual:

- New Year’s Eve Day
- Monday following Easter
- Juneteenth (June 19)
- Christmas Eve Day

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA AS FOLLOWS:

The Town of Guadalupe Personnel Rules and Policies Manual shall be amended to include the additional four (bold) employee paid holidays, annually, and, that Guadalupe Town Hall shall be closed for business on the same holidays:

Town of Guadalupe Personnel Rules and Policies Manual – Section 510 Holidays		
New Year’s Day	Memorial Day	Friday following Thanksgiving
Martin Luther King Day	Juneteenth (June 19)	Christmas Eve Day
Presidents’ Day	Independence Day	Christmas Day
Good Friday	Labor Day	New Year’s Eve Day
Monday following Easter	Veteran’s Day	Birthday
Cesar Chavez Day	Thanksgiving Day	

PASSED and adopted by the Town Council of the Town of Guadalupe, Arizona this 12th day of August, 2021.

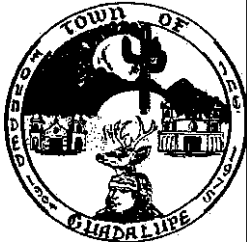
Valerie Molina, Mayor

ATTEST:

Jeff Kulaga
Town Manager/Clerk

Approved as to Form:

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorneys



Chapter 5 Benefits

Section 510 Holidays

The following holidays shall be official holidays for the Town:

Holiday

New Year's Day
 Martin Luther King Day
 Presidents' Day
 Good Friday
 Cesar Chavez Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Day
 Birthday

- I. Whenever a holiday shall fall on Saturday it shall be observed on the preceding Friday. Whenever a holiday shall fall on Sunday it shall be observed by the Town on the following Monday.
2. All management and full-time classified employees of the Town, except those whose duties are deemed essential, shall receive holiday pay for legal holidays observed by the Town.
3. Management and full-time classified employees who, by the nature of their work, are required to be on duty on holidays observed by the Town, shall receive, in addition to their regular pay, compensatory time off at the straight time rate or straight time pay for hours worked that day. Holidays that occur during approved leave of absence with pay are not charged as days of leave taken.
4. All employees of the Town should receive the same holiday benefits. Therefore, when management and full-time classified employees are not regularly scheduled to work on a day that falls on the day that a holiday is observed, they shall be compensated for that day at the straight time rate or granted compensatory time off.

To be eligible to receive a holiday off with pay, employees must be in an authorized pay status the day before and the day following the holiday.

PAID HOLIDAYS

CITY/TOWN	POPULATION (2019 Est)	COUNTY	TOTAL NUMBER	PRESIDENTS DAY	MARTIN LUTHER KING, JR DAY	COLUMBUS DAY	FRIDAY AFTER THANKSGIVING	VETERANS DAY	FLOATING	OTHERS
PHOENIX	1,680,992	MARICOPA	11.5 (if CE falls on weekday)	yes	yes	no	yes	yes	no	CC; 1/2 day CE
TUCSON	548,073	PIMA	11	Yes	Yes	No	No	Yes	Yes	CC
MESA	518,012	MARICOPA	10	Yes	Yes	No	Yes	Yes	If a holiday falls on an employee's regularly scheduled day off, the employee can observe the holiday on a regularly scheduled work day	Full-time employee's receive 16 personal hours to use per year. Executives receive 24 personal hours.
CHANDLER	261,165	MARICOPA	11 with 1 Personal Holiday included	No	Yes	No	Yes	Yes	Yes	None
SCOTTSDALE	258,069	MARICOPA	11	Yes	Yes	No	Yes	Yes	Yes (1)	
GILBERT	254,114	MARICOPA	9	Yes	Yes	No	Yes	No	G (4-10hr sched) = 20 hrs; G = 24 hrs; PT 60 = 18 hrs; F (40-hr sched) = 8 hrs; F (56-hr sched) = PAID 8 hrs	
GLENDALE	252,381	MARICOPA	10.5	Yes	Yes	No	Yes	Yes	Yes - 1	
TEMPE	195,805	MARICOPA	11	Yes	Yes	No	Yes	Yes	Yes	CC
PEORIA	175,961	MARICOPA	Varies	Yes	Yes	No	Yes	Yes	Yes	CE
SURPRISE	141,664	MARICOPA	11	Yes	Yes	No	Yes	Yes	Yes	N/A
YUMA	98,285	YUMA	11	Y	Y	N	Y	Y	N	NY, CE,
AVONDALE	87,931	MARICOPA	FT 88 hours per FY PT 44 hours per FY	Yes	Yes	No	Yes	Yes	Yes	July 4th, Labor Day, Thanksgiving, Christmas, New Years, Memorial
GOODYEAR	86,840	MARICOPA	10	Yes	Yes	No	Yes	Yes	Yes - 1	
BUCKEYE	79,620	MARICOPA	100 hours	Yes	Yes	Some Years	Yes	Yes	Some Years	
FLAGSTAFF	75,038	COCONINO	10	Yes	Yes	No	Yes	Yes	Yes	CE=Christmas Eve (4 hours);
CASA GRANDE	58,632	PINAL	10	Yes	Yes	No	Yes	No	Yes	
LAKE HAVASU CITY	55,865	MOHAVE	11	Yes	Yes	No	Yes	Yes	No	GF
MARICOPA	52,127	PINAL	7	YES	YES	NO	WE ARE OFF ON FRIDAYS	YES	NO	CLOSED FROM DEC 24 AT 12PM THROUGH JANUARY 2ND
QUEEN CREEK	50,890	MARICOPA/PINAL	10	Yes	Yes	No	No	Yes	Yes	
MARANA	49,030	PIMA/PINAL	12	yes	yes	no	yes	yes	yes	CE, NY
PRESCOTT VALLEY	46,515	YAVAPAI	11	Yes	Yes	No	Yes	Yes	No	CE
ORO VALLEY	46,044	PIMA	13	Yes	Yes	No	Yes	Yes	No	BD
PRESCOTT	44,299	YAVAPAI	10	Yes	Yes	No	Yes	Yes	No	
SIERRA VISTA	43,045	COCHISE	12	Yes	Yes	Yes	Yes	Yes	Yes	
APACHE JUNCTION	42,571	MARICOPA / PINAL	9	Yes	Yes	No	No	Yes	No	
BULLHEAD CITY	40,884	MOHAVE	12	Yes	Yes	No	Yes	Yes	No	CE & NY (4 hours per)
EL MIRAGE	35,753	MARICOPA	10	Yes	Yes	No	Wednesday before Thanksgiving; the City is closed on Fridays	Yes	No	PD
SAN LUIS	34,778	YUMA	11	Yes	Yes	Yes	No	Yes	No	New Year's Eve; Memorial Day; Independence Day; Labor Day; Thanks Giving Day; Christmas Day; Cesar Chavez Day
SAHUARITA	31,421	PIMA	10	Yes	Yes	No	Yes	Yes	No	NA
KINGMAN	31,013	MOHAVE	12	Yes	Yes	No	Yes	Yes	Yes	BD, CE
FLORENCE	27,422	PINAL	11	yes	yes	yes	yes	yes	no	
FOUNTAIN HILLS	25,200	MARICOPA	10	Yes	Yes	No	Yes	Yes	No	NY, Memorial, Independence, Labor, Thanksgiving, Christmas
NOGALES	20,103	SANTA CRUZ	11	YES	YES	NO	YES	YES	YES	THANKSGIVING, 4TH OF JULY, CHRISTMAS, NEW YEARS, LABOR DAY, MEMORIAL DAY
ELOY	19,625	PINAL	11	Yes	Yes	No	Yes	Yes	No	
SOMERTON	16,554	YUMA	13	Yes	Yes	No	Yes	Yes	No	CC, GF, CE
DOUGLAS	16,193	COCHISE	11	Yes	Yes	No	Yes	Yes	Yes	BD, Christmas Day, New Year's Day, Memorial Day, Independence Day
PAYSON	15,813	GILA	10	YES	YES	NO	YES	YES	NO	NO
PARADISE VALLEY	14,637	MARICOPA	12	Yes	Yes		Yes	Yes	2 days	
COOLIDGE	13,130	PINAL	10	YES	YES	NO	YES	YES	NO	PD
CHINO VALLEY	12,375	YAVAPAI	10	YES	YES	NO	YES	YES	NO	PD
COTTONWOOD	12,253	YAVAPAI	11	Yes	Yes	No	Yes	Yes	Yes	N/A

PAID HOLIDAYS

CITY/TOWN	POPULATION (2019 Est)	COUNTY	TOTAL NUMBER	PRESIDENTS DAY	MARTIN LUTHER KING, JR DAY	COLUMBUS DAY	FRIDAY AFTER THANKSGIVING	VETERANS DAY	FLOATING	OTHERS
SHOW LOW	11,442	NAVAJO	11	Yes	Yes	No	Yes	Yes	No	1/2 day when Christmas Eve and New Years Eve fall Monday through Thursday
CAMP VERDE	11,187	YAVAPAI	11	Yes	Yes	No	Yes	Yes	No	CE; TH; NYD; Mem; Ind; Lab; CD
SEDONA	10,339	YAVAPAI/COCONINO	11	Yes	Yes	No	Yes	Yes	Yes	
SAFFORD	9,983	GRAHAM	9	no	yes	no	closed every Friday	yes	no	BD
WINSLOW	9,338	NAVAJO	11	Yes	Yes	No	Yes	Yes	Yes	Presidential Election Day
WICKENBURG	8,092	MARICOPA/YAVAPAI	9 Full, 2 Half	Yes	Yes	No	No	Yes	No	PD, CE (4hrs), NY (4hrs)
PAGE	7,529	COCONINO	10	Yes	Yes	No	Yes	Yes	No	24 hours of PD
TOLLESON	7,372	MARICOPA	12	NO	YES	NO	YES	YES	NO	CC, PD
GLOBE	7,347	GILA	11	Yes	Yes	No	Yes	Yes	Yes	New Years Day, Memorial Day, Labor Day, Independence Day, Christmas Day
YOUNGTOWN	6,859	MARICOPA	15	Yes	Yes	No	Yes	Yes	Yes	Winter Closure
GUADALUPE	6,631	MARICOPA	14	yes	yes	no	yes	yes	yes	bd, cc, gf, me, ce, ny
LITCHFIELD PARK	6,436	MARICOPA	11	yes	yes	no	yes	yes		
SNOWFLAKE	5,995	NAVAJO	12	Yes	Yes	Yes	Yes	Yes	Yes	BD
CAVE CREEK	5,838	MARICOPA	12	Yes	Yes	Yes	Yes	Yes	No	Birthday
SOUTH TUCSON	5,715	PIMA								
BISBEE	5,225	COCHISE	11	Yes	Yes	Yes	Yes	Yes	No	n/a
THATCHER	5,200	GRAHAM	10 1/2	yes	yes	yes	no	yes	no	1/2 day CE
HOLBROOK	5,084	NAVAJO	12	Yes	Yes	Yes	Yes	Yes	Yes	PD
EAGAR	4,941	APACHE	10	Yes	Yes	No	No	Yes		MD, ID, LD, TD, CE, CD, NY
BENSON	4,880	COCHISE								
COLORADO CITY	4,836	MOHAVE								
PINETOP-LAKESIDE	4,469	NAVAJO	10	Yes	Yes	Yes	No	Yes	No	
CLARKDALE	4,391	YAVAPAI	11	Yes	Yes	No	Yes	Yes	No	CE
TAYLOR	4,321	NAVAJO	12	Yes	Yes	Yes	Yes	Yes	No	CE
DEWEY-HUMBOLDT	4,137	YAVAPAI	10	Yes	Yes	No	Yes	Yes	No	PD
CAREFREE	3,927	MARICOPA	11	yes	yes	no	yes	yes	yes	CE; PD
QUARTZSITE	3,763	LA PAZ	11	yes	Yes	No	Yes	Yes	Yes	
CLIFTON	3,708	GREENLEE								
WILLCOX	3,533	COCHISE	13	Yes	Yes	Yes	Yes	Yes	Yes	PD, CE 1/2 day, NY 1/2 day
ST. JOHNS	3,512	APACHE	12	Yes	Yes	Yes	No	Yes	Yes	CE
WILLIAMS	3,248	COCONINO	11	Yes	Yes	Yes	Yes	Yes		
PARKER	3,207	LA PAZ	11	YES	YES	YES	YES	YES	NO	1/2 either CE or NYE
SUPERIOR	3,178	PINAL	11	YES	YES	YES	YES	YES		
WELLTON	3,044	YUMA								
PIMA	2,558	GRAHAM								
STAR VALLEY	2,308	GILA	11	Yes	Yes	Yes	Yes - Personal Time	Yes	No	
KEARNY	2,168	PINAL								
GILA BEND	2,100	MARICOPA								
SPRINGERVILLE	1,978	APACHE	11	Yes	Yes	No	Already Off	Yes		CE
MIAMI	1,780	GILA	11	Yes	Yes	No	Yes	Yes	No	GF, PD, NY, MD, ID, LD, CD
HUACHUCA CITY	1,736	COCHISE	12	yes	yes	yes	yes	yes	no	CE, NYD
MAMMOTH	1,687	PINAL	11	Yes	Yes	No	Yes	Yes	No	CE
TOMBSTONE	1,303	COCHISE	9	Yes	Yes	No	Yes	Yes	No	None
FREDONIA	1,281	COCONINO								
PATAGONIA	874	SANTA CRUZ	10	Yes	Yes	No	Yes	Yes	N/A	N/A
DUNCAN	788	GREENLEE								
HAYDEN	631	GILA	12	Yes	Yes	No	Yes	Yes	No	CE, NY
TUSAYAN	580	COCONINO	10	yes	yes		yes	yes		
JEROME	455	YAVAPAI	10	Yes	Yes	No	Yes	Yes	Yes	
WINKELMAN	351	GILA/PINAL	13	Yes	Yes	Yes	Yes	Yes	No	CE - NYE - Memorial Day - 4th July - WB - Labor Day

DID NOT PARTICIPATE IN SURVEY