



NOTICE OF REGULAR MEETING OF THE TOWN OF GUADALUPE COUNCIL

MARCH 28, 2019

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Town of Guadalupe Council will hold a meeting, open to the public, on Thursday, March 28, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Online agendas and results
available at
www.guadalupeaz.org

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

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION/PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES:

1. Approval of the March 14, 2019, 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: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **PROPOSED 2019 GAMING GRANT APPLCIATIONS:** Council will consider the proposed 2019 gaming grant applications which include 21 individual grants for Town services, programs, equipment, and infrastructure needs totaling \$2,171,000. Council may provide direction to the Town Manager.

2. **RESOLUTION NO. R2019.01:** Council will consider and may approve adoption of Resolution No. R2019.01 authorizing the submittal of an application for a grant from the Ak-Chin Indian Community for public safety and Senior Center purposes; and, direct the Mayor, or designee, to sign all necessary documents in furtherance of this grant application.

3. **RESOLUTION NO. R2019.02:** Council will consider and may approve adoption of Resolution No. R2019.02 authorizing the submittal of an application for a grant from the Fort McDowell Yavapai Nation for public safety and neighborhood parks purposes; and, direct the Mayor, or designee, to sign all necessary documents in furtherance of this grant application.

4. **RESOLUTION NO. R2019.03:** Council will consider and may approve adoption of Resolution No. R2019.03 authorizing the submittal of an application for a grant from the Gila River Indian Community for public safety and cultural heritage event purposes; and, direct the Mayor, or designee, to sign all necessary documents in furtherance of this grant application.



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5. **RESOLUTION NO. R2019.04:** Council will consider and may approve adoption of Resolution No. R2019.04 authorizing the submittal of an application for a grant from the Pascua Yaqui Tribe for Community Action Program, Senior Center, public safety, public works, neighborhood safety and Cemetery purposes; and, direct the Mayor, or designee, to sign all necessary documents in furtherance of this grant application.

6. **RESOLUTION NO. R2019.05:** Council will consider and may approve adoption of Resolution No. R2019.05 authorizing the submittal of an application for a grant from the Tohono O'odham Nation for public safety and neighborhood parks purposes; and, direct the Mayor, or designee, to sign all necessary documents in furtherance of this grant application.

7. **GENERAL PROVISIONS of the COOPERATIVE FIRE RATE AGREEMENT:** Council will consider and may approve the January 2019 revisions to the General Provisions of the Cooperative Fire Rate Agreement between the Town of Guadalupe as a Cooperator and the Arizona Department of Forestry and Fire Management; and, direct the Mayor, or designee, to sign all necessary documents in furtherance of this cooperative agreement. The General Provisions of the Cooperative Fire Rate Agreement outlines the requirements, staffing, and billing guidelines for response to Wildland requests by the Arizona Department of Forestry and Fire Management.

8. **MEET AND CONFER PROPOSAL:** Council will consider the meet and confer proposal presented by Local 3449 representatives serving the Town of Guadalupe Fire Department. Council may provide direction to the Town Manager.

9. **EXECUTIVE SESSION:** The Guadalupe Town Council may vote to go into an executive session, closed to the public, as allowed by ARS 38-431.03 (A) 3, 5 and 7 to obtain legal advice from the Town Attorney, and may give instructions to the Town Manager concerning its position on negotiations on the following topics:

- (a) Negotiations with employee organizations regarding the salaries, salary schedules, or compensation, paid in the form of fringe benefits of employees of the public body.
- (b) Purchase, sale, or lease of real property.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



Minutes Town Council Regular Meeting March 14, 2019

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, March 14, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

Valerie Molina
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Vice Mayor

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A. CALL TO ORDER

Mayor Molina called the meeting to order at 6:00 P.M.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Anita Cota, Councilmember Gloria Cota, Councilmember Elvira Osuna, Councilmember Joe Sánchez

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Jennifer Drury – Assistant to the Town Manager, Gerardo Moreno – Public Works Director, Nancy Holguin, Community Development, Catalina Alvarez – CAP Director, Veronica Matuz, Senior Center Director, Kay Savard, Deputy Town Clerk, and David Ledyard – Town Attorney

C. INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Anita Cota provided the invocation. Mayor Molina then led the Pledge of Allegiance.

D. APPROVAL OF MINUTES

1. **Motion by Councilmember Bravo to approve the February 28, 2019, Town Council Regular Meeting minutes; second by Vice Mayor Vital. Motion passed unanimously 7-0.**

Approved the February 28, 2019, Town Council Regular Council Meeting minutes.

E. CALL TO THE PUBLIC – None.

Mayor Molina announced that agenda items G2 – G4 will be taken out of order.

F. MAYOR and COUNCIL PRESENTATIONS – None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS

2. **DIA DE GUADALUPE FINANCE REPORT:** Jeff Kulaga, Town Manager / Clerk, presented the revenues, expenses, and grant funding allocated for the February 9, 2019, Dia De Guadalupe, Town hosted, event. Mr. Kulaga reported that the event was approximately \$844 under the project budget allocation.

Councilmembers discussed the possibility of hosting the event at the Mercado in 2020, and scaling back the event to offering cake as the refreshment; and, hosting the event every five years, after the 2020 event.

3. **CLAIMS:** Councilmember approved the February 2019 check register totaling \$384,862.78.



Motion by Councilmember Anita Cota to approve agenda item G3; second by Councilmember Osuna. Motion passed unanimously 7-0.

4. PASCUA YAQUI TRIBAL COUNCIL JOINT MEETING WITH TOWN COUNCIL: Jeff Kulaga, Town Manager / Clerk, stated that staff is seeking Council feedback on scheduling a joint meeting, open to the public, with the Pascua Yaqui Tribal Council for Wednesday, May 17, 2019, at 2:00 p.m., or, a date/time to be determined. The proposed meeting location is Town Hall, Council Chambers, 9241 S. Avenida del Yaqui, Guadalupe, AZ.

Valerie Molina
Mayor

Councilmembers concurred with the proposed joint meeting date, time, and location, with the Pascua Yaqui Tribe.

Ricardo Vital
Vice Mayor

1. FIVE-YEAR TOWN FINANCIAL FORECAST: Jeff Kulaga, Town Manager / Clerk, provided a slide presentation outlining the purpose of a five-year financial forecast, an outline of the refined Town General Fund, special and enterprise funds, financial impacts, and next steps. The forecasts take into consideration special and enterprise revenue/expenditure trends, dependency of General Fund transfers, anticipated needs/activities, legislative impacts, anticipated cost of services, and cost of material increases, to project future Town revenues and expenditures. The forecasts will serve to assist the Council in their decision-making processes.

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Mr. Kulaga highlighted assumptions used, and not used, in the financial forecast. Assumptions used include the contract increase for the services of the Maricopa County Sheriff's Office (MCSO) and sewer infrastructure needs. Among other assumptions considered, the loss of Arizona Mills Mall (Mall) revenue of \$100,000 annually to the Town of Guadalupe (Town) was not used in the assumptions because the City of Tempe committed to the Town that as long as the Mall is operating, the Town will receive \$100,000 annually. Given the revised General Fund, including budget transfers, forecasted revenue and expenditures, and without structural financial changes, staff projects a fund balance shortfall of \$210,963, in 27 months. Town expenditures are exceeding revenues.

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

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www.guadalupeaz.org

Mr. Kulaga discussed the five-year, financial forecast scenarios outlined below. He then outlined the purpose of each of the special funds and discussed the supplemental funding provided by external agencies for various programs and activities; and, fund transfers from the General Fund to supplement various special funds.

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Mr. Kulaga discussed the possibility of exploring the use of alternative service providers to take over various programs and activities currently provided by the Town, such as services and activities offered at the Senior Center and the Community Action Program. He then discussed the building improvements needed at the Mercado, including the replacement of an air conditioning unit.

An area of concern is the Towns' aging sewer infrastructure, which was built in 1977/1978 and spans 12 miles. Mr. Kulaga stated that he is exploring the possibility of acquiring a low interest loan from the Water Infrastructure Financing Authority (WIFA). Town residents pay \$6/month for sewer infrastructure fees; and, there are approximately 1,300 residential utility accounts.

Mr. Kulaga discussed the solid waste fund balance. The Town has a contract with Waste Management that expires in February, 2020. Staff could issue a Request for Proposals for solid waste service providers. Another option would be to increase fees for this service. Staff will provide follow up information on a potential sewer fee increase, and associated impacts.



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The General Fund deficit impacts various programs. Further discussion is needed to determine what the priorities of the community are; and, what levels of service the Senior Center and Community Action Program can provide, without receiving financial assistance from the General Fund. Consideration should also be given to increasing fees for the use/rental of the Mercado, and sewer and solid waste services. To resolve the structural deficit, spending should be reduced and revenues increased, or a combination of both.

Mr. Kulaga stated that leveraging Town assets is another area of consideration. For Council’s consideration, he is in the process of preparing a Request for Qualifications/Interest (RFQ) for developers or interested parties, to determine if there is any interest in the development of Town owned, vacant land. Development of those parcels could increase sales tax revenue.

Staff is also in the process of reviewing existing lease agreements, taxes, and tax rates. Mr. Kulaga credited the Town Council for eliminating the exception for imposing a construction fee for governmental entities from being liable for paying construction tax fees.

Staff is conducting a cost/benefit analysis regarding essential services that are provided to the Town; and, is assessing fixed versus discretionary costs. Community input will help determine what the priorities and values of the community are.

Mr. Kulaga discussed the return on investment that the Town derives from staff memberships to organizations such as the Maricopa Association of Governments. He also noted that the Fire Department and Town Court personnel have mandatory training that cannot be eliminated from the budget. He then discussed the need to assess the aging sewer pipe infrastructure. Mr. Kulaga closed by stating that the structural deficit is sizeable.

Mayor Molina invited audience attendees to speak on this topic. No one spoke.

Councilmembers discussed the possibility of enlisting the services of the City of Tempe to provide public safety services and refuse collection for the Town; requested data on calls for service for the Fire Department; establishing a partnership with the Pascua Yaqui Tribe (PYT) to provide funding for the operation of the Senior Center – and adding this topic to the agenda for the upcoming joint meeting with PYT; consider adding the Mercado to the RFQ for Town property; explore ways that Mercado tenants pay costs associated with building repairs and electricity, similar to a homeowners association fee; explore fee increases for sewer and solid waste; and, that cutting staff positions is not an option.

In response to questions, Mr. Kulaga stated that the Town has five payments left on the Municipal Corporation bond. The Town’s current contract with Waste Management expires in February 2020; staff will be meeting with Waste Management representatives to discuss contract terms; and, based on those discussions, staff may consider issuing a Request for Proposals for refuse collection.

Mr. Kulaga stated that he will be preparing various budget recommendations for Council consideration.

Councilmembers continued their discussion by noting that eliminating the Court would save approximately \$200,000 annually – a larger cost savings is needed; and, that economic development would have a lasting impact on the community.

In response to a question, Mr. Kulaga stated that the Administration budget includes budget transfers, contingency funds, court/jail fees, and animal control fees.

Councilmembers requested additional data on a potential tax increase. Mr. Kulaga noted that the Town of Guadalupe does not have a property tax and if implemented, the impact to residential tax bills would be significant; and, that the taxes collected would not have a



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substantial impact on resolving the Town’s financial problems. Councilmembers requested additional data on the impact of implementing a property tax and requested a list of municipalities that do not assess property taxes.

Councilmembers discussed the possibility of cost sharing of police and fire services with the Pascua Yaqui Tribe or the Gila River Indian Community (GRIC). Mr. Kulaga stated that staff has explored this possibility with GRIC, and GRIC declined. Councilmembers noted that if the Pascua Yaqui Tribe were to share the cost of these services, it would be mutually beneficial.

In response to a question, Mr. Kulaga stated that staff is proposing to allocate \$103,000 for a sewer study; and, that it would be possible to postpone the sewer study until staff has secured a low interest loan from WIFA. The sewer study is needed so that staff can prioritize replacement of sections of piping. In response to a question, the Town finances have an impact on whether or not WIFA will approve a low interest loan. At this point, WIFA has indicated that a low interest loan is questionable, due to the Town’s financial status.

In response to a question, Mr. Kulaga provided a breakdown of what City of Tempe residents pay for their water, wastewater, and solid waste services; and, compared Tempe’s rates of approximately \$13.20/household to the Town’s water/wastewater rates of \$6/household; and, that these fees are to maintain sewer pipes in both jurisdictions. He noted that the City of Tempe provides administrative services for billing the Towns’ residents for water/wastewater.

Councilmembers requested data on how many seniors are receiving services at the Senior Center; and, how many community members are being served by the Community Action Program.

	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
ENDING FUND BALANCE	Estimated	Projected	Projected	Projected	Projected	Projected
Baseline - Current Conditions	\$964,258	\$462,250	(\$210,963)	(\$1,370,534)	(\$2,749,895)	(\$4,217,462)
Scenario A - decrease \$250,000 spending	\$964,258	\$712,250	\$289,037	(\$620,534)	(\$1,749,895)	(\$2,967,462)
Scenario B - increase \$300,000 revenues	\$964,258	\$462,250	\$89,037	(\$767,534)	(\$1,840,865)	(\$2,999,342)
Scenario C- decrease \$250K, increase \$300K	\$964,258	\$462,250	\$339,037	(\$267,534)	(\$1,090,865)	(\$1,999,342)
Scenrio D- decrease \$250K, increase \$300K - \$1.2M	\$964,258	\$462,250	\$339,037	\$4,466	\$5,105	\$5,538
Scenario A: FY 19/20 decrease Scenario B: FY 20/21 increase Scenario C: FY 20/21 decrease and FY 20/21 increase Scenario D: FY 20/21 decrease, escalating increases FY 20/21						

In response to a question regarding if the Mercado tenant rents are up to date, Dave Ledyard, Town Attorney, stated that for tenants whose rent is not current, the Town has the option to evict tenants. There are vacancies at the Mercado; however, if the Town chooses to subsidize businesses, then it decreases the budget that the Town could be using for other services or programs. The Mercado is in need of repairs, which makes it challenging to attract new tenants. Another option is for the Town to hire a property management company to manage



the facility. Councilmembers noted that changes in the community are needed within the next 27 months; and, that tenants that are in default of their rent should be notified that their rent needs to be paid timely; and, that another option is that these problems could be addressed when leases are up for renewal. Mr. Kulaga added that there are tenants that are on a month to month lease.

Councilmembers discussed how the Court and Fire Department would be the largest budget cuts; and, that contracted services should be considered.

Councilmembers emphasized the importance of treating the Mercado as a business; and, not offering rent free tenant space.

Valerie Molina
Mayor

In response to a question about what happens in 2021 if there is no interest in developing the Town land, Mr. Kulaga stated that the Town would be unable to pay its bills and that a bankruptcy could be the result. Mr. Kulaga stated that he will work with Mr. Ledyard throughout this process. Mr. Ledyard added that no other Arizona city/town has declared bankruptcy and that this is a complicated process that may result in the Town being disincorporated and becoming a County island. At that point, the County would take over all Town assets.

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

In response to a question, Mr. Kulaga clarified that the businesses in the Town do not pay property taxes. He stated that it is unclear how a property tax would impact existing businesses, and attracting new businesses. Implementation of a property tax would require voter approval; and, if the Council calls a special election, it would have a budgetary impact. Mr. Kulaga discussed the election timeline and notification process.

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Mr. Kulaga stated that staff is exploring what the tax base is for rental properties.

Joe Sánchez
Councilmember

Councilmembers discussed concerns regarding the lack of policing activity that the Town receives from the Maricopa County Sheriff's Office (MCSO). Mr. Kulaga stated that staff has discussed these concerns with MCSO. He also conferred with other jurisdictions that have a contract with MCSO and they have experienced rate increases, along with the Town's MCSO rate increase. He has asked MCSO what the Town is getting in exchange for the contract rate increase. 3% of the rate increase is an administration fee.

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Councilmembers and Wayne Clement, Fire Chief, discussed the use of the Narcam drug during Fire Department response calls, and its associated budgetary impact.

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H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk, reported the following:

- o Saturday, March 16, 2019 – Little League Parade; Opening Day Ceremony.
- o Sende Vista/Calle Carlos Repavement Project is a \$568,000 grant funded project that includes pothole repairs. Weather conditions delayed the project. The Post Office has temporarily discontinued mail delivery during this project. Community members can pick their mail up at the Post Office on Priest Drive.
- o Salt River Project (SRP) Pole Replacement Project – project began on March 13, 2019; and, was delayed due to weather conditions. SRP is working to replace poles near (Frank) School during spring break. MCSO will be patrolling cross walks when school resumes.



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I. COUNCILMEMBERS' COMMENTS

Councilmember Anita Cota

- o Pothole repair is needed at Avenida del Yaqui/Calle de Nawi.
- o Need dag marks across from the school; vehicles speeding and passing vehicles at the school crosswalk. MCSO was not in the area.
- o Turn park lights off earlier in the evening.

Councilmember Sánchez

- o Abandoned vehicle at Avenida del Yaqui/Van Nawi.

Councilmember Bravo

- o Would like assistance in determining property ownership.

Vice Mayor Vital

- o Crosswalk in Town needs signage.
- o Thanked audience members for attending the meeting; and, encouraged more people to attend these meetings.

Councilmember Gloria Cota

- o Thanked staff members for attending the meeting.

Councilmember Osuna

- o Concerned about potholes in Town.
- o Thanked staff and audience members for attending the meeting.

Mayor Molina

- o Thanked staff for the financial forecast. Thanked her colleagues for asking hard questions. Invited community members to attend the budget meetings in May.

J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn; second by Councilmember Sánchez. Motion passed unanimously 7-0.

The meeting was adjourned at 7:35 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 Town Council Regular Meeting of the Town Council of Guadalupe, Arizona held on the 14th day of March 2019. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk



March 22, 2019

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: March 28, 2019 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:

G1 – G6. A 12% gaming grants program, outlined in the attached table, is proposed for your review, information, and direction. Overall, staff is recommending 21 grants totaling \$2,171,500 be pursued from five Tribal entities: Ak-Chin, Fort McDowell, Gila River, Pascua Yaqui and Tohono O'odham. Should the grants be awarded, critical Town needs of public safety, neighborhood safety, park lighting, the Community Action Program, the Senior Center, and community heritage events would receive funding. Additionally, aging equipment for Public Works and the Fire Department would be replaced and the local match for the Avenida del Yaqui renovation project would be funded. **FY 2019/20 Proposed 12% Gaming Grant Summary. (Page 12)**

Gaming grant application due dates are as follows:

- March 29, 2019: Gila River Indian Community
- May 1, 2019: Fort McDowell Yavapai Nation
- May 31, 2019: Pascua Yaqui Tribe; Salt River Pima-Maricopa Indian Community; Tohono O'odham Nation
- July 12, 2019: Ak-Chin Indian Community

G1. Adoption of Resolution No. R2019.01 would allow the Town of Guadalupe to submit the following grant applications to the Ak-Chin Indian Community:

- \$65,000 for one annual Type 1 Fire Truck payment.
- \$70,000 for the purchase of ten (replacement) sets of firefighter turnout gear.
- \$60,000 for Senior Center Wellness Programming to provide supplies, enlist contracted services with presenters and trainers to provide a more comprehensive Wellness Program to enhance Senior's mobility, activity and engagement levels, and connectivity, through social interaction.

To date, the Town of Guadalupe has received \$80,000 for Senior Center roof repairs and kitchen equipment replacement, and \$112,500 towards the purchase of the fire truck from the Ak-Chin Indian Community. The Firefighter turnout gear and the Senior Center programming requests are new grant requests to the Ak-Chin Indian Community. **Resolution No. R2019.01 (Page 13)**

G2. Adoption of Resolution No. R2019.02 would allow the Town of Guadalupe to submit the following grant applications to the Fort McDowell Yavapai Nation:

- \$414,000 to rehabilitate the Biehn Colony Park baseball diamond to replace the infield, turf, dugouts, and portions of the backstop.
- \$40,000 to install security cameras and monitors at four Town buildings: Town Hall, Senior Center, Fire Station, and Maintenance Yard.

- \$30,000 to renovate the former Guadalupe Town Hall to bring the property to current code standards, with the intent to lease the property. **Resolution No. R2019.02 (Page 14)**

G3. Adoption of Resolution No. R2019.03 would allow the Town of Guadalupe to submit the following grant applications to the Gila River Indian Community:

- \$75,000 for a Fire Department Command / Community Vehicle. The vehicle would be used as a multi-purpose vehicle for incident command and special events. The 3/4-ton multi-purpose pickup truck would be fully equipped; including shell, communications, and emergency warning equipment. The command vehicle is replacing a 2002 Ford Excursion.
- \$77,000 for Community Action Program (CAP) to provide food boxes, a replacement vehicle for food transport, event supplies, and youth programming.
- \$70,000 for CAP to provide employment resources for the unemployed and utility assistance.
- \$31,000 to enhance community events that preserve, celebrate, and honor the cultural heritage of the Town of Guadalupe. This funding would support four annual community events: Navidad en Guadalupe, Dia de Guadalupe, Dia del Niño, and Dia de los Muertos. **Resolution No. R2019.03 (Page 15)**

G4. Adoption of Resolution No. R2019.04 would allow the Town of Guadalupe to submit the following grant applications to the Pascua Yaqui Tribe:

- \$80,000 for the Community Action Program (CAP) to provide food, rental and utility assistance, supplies, and community programming support.
- \$44,500 for the Maricopa County Sheriff's Office to provide policing services, traffic control services, and road closure assistance, during community and cultural events. The Public Safety Community Event Budget is presented on **Table A. (see below)**

Both CAP and public safety assistance funding have been granted previously by the Pascua Yaqui Tribe.

- \$50,000 for the replacement of a lawn mower and wood chipper equipment, and repair of the street sweeper and cherry picker for the Public Works Department to properly maintain Town parks, rights-of-way, basins, and public property.
- \$80,000 for Senior Center Elder Activity Programming to provide supplies; programming for mental health, nutrition, dementia, and diabetes presentations; financial and estate planning seminars; and to fund learning opportunities and outings that enhance Senior's social interaction, wellness, and financial wellbeing.
- \$380,000 for the local match of the \$5.2 million for the Avenida del Yaqui street renovation project. The Town of Guadalupe, through the Maricopa Association of Governments, has received approximately \$5.2M in federal Congestion Mitigation and Air Quality Funds to repave Avenida del Yaqui travel lanes, replace/improve sidewalks, curbs, and gutters, and install bicycle lanes. The Town of Guadalupe is required to provide a minimum of \$190,000 as a local match for the project, in two consecutive years. This request includes two consecutive year grants of \$190,000.
- \$95,000 for the Town of Guadalupe Cemetery to renovate the parking area and grounds, and repair and/or replace the entry gate.
- \$320,000 for streetlight installations on Calle Vaou Nawi, south of Guadalupe Road and in the Calle Carlos neighborhood, immediately north of Guadalupe Road to improve overall neighborhood safety. **Resolution No. R2019.04 (Page 16)**

G5. Approval of Resolution No. R2019.05 would allow the Town of Guadalupe to submit the following grant applications to the Tohono O'odham Nation:

- \$45,000 for path lighting installation along the Stottlemire pedestrian path to improve safety, increase wellness opportunities, and eliminate the use of ballfield lights.

- \$65,000 for one annual Type 1 Fire Truck payment.
- \$60,000 for the purchase of two heart monitors for the Fire Department to be used in medical emergency responses.
- \$20,000 for Active Shooter Response Equipment and Training. This program will provide the Guadalupe Fire Department with Rescue Task Force equipment and training to respond to active shooter incidents in partnership with law enforcement and other multiple patient incidents; and, for the purchase of ballistic vests, helmets, and mass casualty response equipment. **Resolution No. R2019.05 (Page 17)**

G6. Cooperative Fire Rate Agreement – General Provisions: The General Provisions of the Cooperative Fire Rate Agreement (CFRA) outlines the requirements, staffing, and billing guidelines for response to Wildland requests by the Arizona Department of Forestry and Fire Management. The revised agreement replaces the current agreement the Town of Guadalupe has with the Arizona Department of Forestry and Fire Management; and, it revises language in the agreement to eliminate confusion and ambiguity. There are no changes to rates in this revision. Council approval would direct the Mayor, or designee, to sign all necessary documents in furtherance of this cooperative agreement. **(Pages 18-29)**

G7. Meet and Confer Proposal: Council will consider the meet and confer proposal presented by Local 3449 representatives serving the Town of Guadalupe Fire Department. Council may provide direction to the Town Manager. **(Pages 30-35)**

G8. Executive Session: Council will consider and may vote to adjourn into Executive Session. There is no material for this agenda item.

TABLE A

FY 2019/20 Town of Guadalupe Community Event Public Safety Services Budget

Event	Month	Public Safety Cost
1. Dia de Guadalupe	February	\$2,500
2. Cuaresma	March	\$25,000
3. Little League Opening Day Parade	March	\$3,000
4. Dia del Niño	April	\$2,000
5. 4 th of July	July	\$2,000
6. Spooktacular	October	\$1,000
7. Veterans Day Parade	November	\$3,000
8. Dia de La Virgen and Santa Lucia Procession	December	\$2,000
9. Navidad in Guadalupe Fiesta and Parade	December	\$6,0000
	Total	\$44,500

PROPOSED TOWN OF GUADALUPE – 2019 GAMING GRANTS REQUESTS – MARCH 22, 2019

Tribe / Community / Nation	2019 Proposed Amount	Town Dept.	Purpose	New Request?
Ak-Chin	\$65K	Fire	Type 1 Fire Truck Payment	No
Ak-Chin	\$70K	Fire	Firefighter Turnout Gear	Yes
Ak-Chin	\$60K	Senior Center	Wellness Programming	Yes
Ak-Chin Total	\$195K			
Fort McDowell	\$414K	Parks	Biehn Park Rehab	Yes
Fort McDowell	\$40K	Town	Town Building Security Cameras	Yes
Fort McDowell	\$30K	Community Dev.	Renovate Old Town Hall	No
Fort McDowell Total	\$484K			
Gila River	\$75K	Fire	Command / Community Vehicle	Yes
Gila River	\$77K	CAP	Community Health and Public Safety	Yes
Gila River	\$70K	CAP	Community Economic Assistance Programs	Yes
Gila River	\$31K	Community Dev.	Cultural Heritage Events Programming	Yes
Gila River Total	\$253K			
Pascua Yaqui	\$80K	CAP	Rental/Utility/Food assistance	No
Pascua Yaqui	\$44.5K	Public Safety	Event Staffing	No
Pascua Yaqui	\$50K	Public Works	Utility Equipment: walker, chipper, sweeper, cherry picker	Yes
Pascua Yaqui	\$80K	Senior Center	Elder Activity Programming	Yes
Pascua Yaqui	\$380K	Public Works	Avenida del Yaqui Project	Yes
Pascua Yaqui	\$95K	Cemetery	Cemetery Improvements	Yes
Pascua Yaqui	\$320K	Public Works	Vauo Nawi Streetlight Installations	Yes
Pascua Yaqui Total	\$1.049M			
Tohono O'odham	\$45K	Parks	Stottlemyre Park path lighting	Yes
Tohono O'odham	\$65K	Fire	Fire Truck Payment	No
Tohono O'odham	\$60K	Fire	Heart Monitors (2)	Yes
Tohono O'odham	\$20K	Fire	Active Shooter Equip/Training	Yes
Tohono O'odham Total	\$190K			
Overall Total	\$2.171M			

RESOLUTION NO. R2019.01

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A GRANT FROM THE AK-CHIN INDIAN COMMUNITY FOR FIRE FIREFIGHTER PUBLIC SAFETY EQUIPMENT AND SENIOR CENTER WELLNESS PROGRAM PURPOSES.

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 111 gaming activities on the Indian lands of a tribe; and

WHEREAS, the Ak-Chin Indian Community has entered into a gaming contract with the State of Arizona and said compact requires that the Ak-Chin Indian Community contributes to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, the Town of Guadalupe, Arizona, has a substantial population of Native Americans and other minorities and is in need of assistance for a Type 1 Fire Truck payment, replacing 10 firefighter turnout gear, and Senior Center Wellness Programs; and

WHEREAS, the following needs have been identified:

Public Safety (Type 1 Fire Truck payment):	\$65,000
Public Safety (Firefighter Turnout Gear):	\$70,000
Senior Center Wellness Programs:	\$60,000

WHEREAS, these needs have been identified as most pressing; and, that any grant monies received from the Ak-Chin Indian Community would be restricted to these needs; and

WHEREAS, it would be appropriate for Town staff to submit a grant funding request to the Ak-Chin Indian Community in the sum of \$195,000 for the aforementioned needs.

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

Town staff is directed to submit an application for grant funds in the sum of \$195,000 to the Ak-Chin Indian Community; and, that said funds shall be restricted to the needs set forth in this resolution.

DATED, this 28th day of March, 2019.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Manager / Clerk

David Ledyard, Town Attorney

RESOLUTION NO. R2019.02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING AN APPLICATION FOR A GRANT FROM THE FORT MCDOWELL YAVAPAI NATION FOR THE REHABILITATION OF THE BIEHN COLONY PARK BASEBALL DIAMOND, TOWN BUILDING SECURITY CAMERAS AND RENOVATION OF THE FORMER GUADALUPE TOWN HALL.

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 111 gaming activities on the Indian lands of a tribe; and

WHEREAS, the Fort McDowell Yavapai Nation has entered into a gaming contract with the State of Arizona and said compact requires that the Fort McDowell Yavapai Nation contributes to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, the Town of Guadalupe, Arizona, has a substantial population of Native Americans and other minorities and is in need of rehabilitating the Biehn Colony Park baseball diamond, town building security cameras and renovating the former Guadalupe Town Hall; and

WHEREAS, the following needs have been identified:

Biehn Colony Park (baseball diamond rehabilitation)	\$414,000
Town Building Security Cameras	\$40,000
Former Guadalupe Town Hall renovation	\$30,000

WHEREAS, these needs have been identified as most pressing; and, that any grant monies received from the Fort McDowell Yavapai Nation would be restricted to these needs; and

WHEREAS, it would be appropriate for Town staff to submit a grant funding request to the Fort McDowell Yavapai Nation in the sum of \$484,000 for the aforementioned needs.

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

Town staff is directed to submit an application for grant funds in the sum of \$484,000 to the Fort McDowell Yavapai Nation; and, that said funds shall be restricted to the needs set forth in this resolution.

DATED, this 28th day of March, 2019.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Manager / Clerk

David Ledyard, Town Attorney

RESOLUTION NO. R2019.03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING AN APPLICATION FOR A GRANT FROM THE GILA RIVER INDIAN COMMUNITY FOR THE PURCHASE OF A FIRE COMMAND/COMMUNITY VEHICLE, AND TO FUND COMMUNITY HEALTH, PUBLIC SAFETY, ECONOMIC ASSISTANCE AND CULTURAL HERITAGE EVENTS PROGRAMMING.

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 111 gaming activities on the Indian lands of a tribe; and

WHEREAS, the Gila River Indian Community has entered into a gaming contract with the State of Arizona and said compact requires that the Gila River Indian Community contributes to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, the Town of Guadalupe, Arizona, has a substantial population of Native Americans and other minorities and is in need of assistance to purchase a fire command/community vehicle for the Guadalupe Fire Department, and to fund community health, public safety and economic assistance programs and cultural heritage events programming; and

WHEREAS, the following needs have been identified:

Fire Command / Community Vehicle	\$75,000
Community Health and Public Safety Programming	\$77,000
Community Economic Assistance Programs	\$70,000
Cultural Heritage Events Programming	\$31,000

WHEREAS, these needs have been identified as most pressing; and, that any grant monies received from the Gila River Indian Community would be restricted to these needs; and

WHEREAS, it would be appropriate for Town staff to submit a grant funding request to the Gila River Indian Community in the sum of \$253,000 for the aforementioned needs.

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

Town staff is directed to submit an application for grant funds in the sum of \$253,000 to the Gila River Indian Community; and, that said funds shall be restricted to the needs set forth in this resolution.

DATED, this 28th day of March, 2019.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Manager / Clerk

David Ledyard, Town Attorney

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A GRANT FROM THE PASCUA YAQUI TRIBE TO FUND COMMUNITY ACTION PROGRAM, ELDERLY ACTIVITY PROGRAMS, PUBLIC SAFETY, PUBLIC WORKS UTILITY EQUIPMENT, CEMETERY IMPROVEMENTS, NEIGHBORHOOD STREET LIGHTING AND AVENIDA DEL YAQUI RENOVATION.

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 111 gaming activities on the Indian lands of a tribe; and

WHEREAS, the Pascua Yaqui Tribe has entered into a gaming contract with the State of Arizona and said compact requires that the Pascua Yaqui Tribe contributes to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, the Town of Guadalupe, Arizona, has a substantial population of Native Americans and other minorities and is in need of assistance to fund Community Action Programs related to rent and utility assistance, and providing food boxes, elderly activity programs, special event public safety personnel; to purchase and repair Public Works utility equipment; to fund cemetery gate and parking lot improvements; Vaou Nawi streetlight installations and Avenida del Yaqui renovations; and

WHEREAS, the following needs have been identified:

Community Action Program:	\$80,000
Elder Activity Programs:	\$80,000
Public Safety (special event personnel):	\$44,500
Public Works (utility equipment):	\$50,000
Public Works (Avenida del Yaqui Project):	\$380,000
Cemetery (cemetery improvements):	\$90,000
Public Works (streetlight installations):	\$320,000

WHEREAS, these needs have been identified as most pressing; and, that any grant monies received from the Pascua Yaqui Tribe would be restricted to these needs; and

WHEREAS, it would be appropriate for Town staff to submit a grant funding request to the Pascua Yaqui Tribe in the sum of \$1,049,500 for the aforementioned needs.

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

Town staff is directed to submit an application for grant funds in the sum of \$1,049,500 to the Pascua Yaqui Tribe; and, that said funds shall be restricted to the needs set forth in this resolution.

DATED, this 28th day of March, 2019.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Clerk / Manager

David Ledyard, Town Attorney

RESOLUTION NO. R2018.05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A GRANT FROM THE TOHONO O'ODHAM NATION FOR THE INSTALLATION OF STOTTLEMYRE PARK PATH LIGHTING, TO FUND A FIRE TRUCK PAYMENT, TO PURCHASE TWO HEART MONITORS, AND TO FUND ACTIVE SHOOTER EQUIPMENT AND TRAINING.

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory act, Public Law 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168 (the "Act") which requires a tribal state compact in order to conduct Class 111 gaming activities on the Indian lands of a tribe; and

WHEREAS, the Tohono O'odham Nation has entered into a gaming contract with the State of Arizona and said compact requires that the Tohono O'odham Nation contributes to Arizona communities for governmental services that benefit the general public such as public safety, mitigation of the impacts of gaming, etc., or promotion of commerce and economic development; and

WHEREAS, the Town of Guadalupe, Arizona, has a substantial population of Native Americans and other minorities and is in need of assistance for the purchase and installation of Stottlemyre Park path lighting, a fire truck payment, two heart monitors, and active shooter equipment and training; and

WHEREAS, the following needs have been identified:

Parks (Stottlemyre Park path lighting):	\$45,000
Public Safety (fire truck payment):	\$65,000
Public Safety (two heart monitors):	\$60,000
Public Safety (active shooter equipment/training):	\$20,000

WHEREAS, these needs have been identified as most pressing; and, that any grant monies received from the Tohono O'odham Nation would be restricted to these needs; and

WHEREAS, it would be appropriate for the Town staff to submit a grant funding request to the Tohono O'odham Nation in the sum of \$190,000 for the aforementioned needs.

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

Town staff is directed to submit an application for grant funds in the sum of \$190,000 to the Tohono O'odham Nation; and, that said funds shall be restricted to the needs set forth in this resolution.

DATED, this 28th day of March, 2019.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Manager / Clerk

David Ledyard, Town Attorney



Arizona Department of Forestry and Fire Management
General Provisions for Cooperative Fire Rate Agreements



This Cooperative Fire Rate Agreement (CFRA) is entered into pursuant to the Cooperative Intergovernmental Agreement (IGA) currently in effect between the State Forester and the Cooperator. The following terms and provisions apply, but in the event of a conflict between this Rate Agreement and the IGA, the IGA shall prevail.

Expenses incurred under this Agreement follows the most recent version of the Interagency Incident Business Management Handbook (the "Yellow Book"). Cooperators under this Agreement are treated as Cooperators under the Handbook. In the event of a conflict between the Handbook, this Rate Agreement, and/or the IGA, the IGA shall prevail, followed by this Rate Agreement.

Resources assigned under this Agreement remain employees or property of the Cooperator however, while under assignment pursuant to this agreement, the State retains authority and direction over those resources. At any time, the Cooperator may choose to withdraw a resource from assignment, understanding that they will be subject to section 3, sub-section M of these provisions. Additionally, the resources shall remain covered by the Cooperator's workers' compensation and insurance while on assignment for the State. Accepting assignment under this agreement conveys acceptance of this General Provision document.

1. Safety:

- (a) Resources assigned under this Agreement must follow National Wildland Coordinating Group (NWCG) standards. This includes training, qualifications, and the expectation that resources assigned will be expected to operate unsupported for the first 24 hours of an assignment. Failure to follow these standards may result in resources being removed from the fire line, sent home prior to the end of the assignment, and/or refusal to dispatch such resources to other incidents until the deficiencies are remedied.
- (b) The Cooperator must comply with all applicable rules and regulations covered by the Arizona Industrial Commission Occupational Safety Codes, Title 23, Chapter 2, Article 10.
- (c) Current NWCG Qualification standards apply. During initial response actions, minimum firefighter qualifications are completion of NWCG FFT2 qualifications. Individuals that are training at or above, or are qualified at or above single resource boss or unit leader level, must have been approved by the State Qualifications Committee.
- (d) Fire department personnel must be a minimum of:
18 years of age and in adequate physical condition to meet the NWCG Standard 310-1 designated work capacity test physical requirements for the position for which they were ordered, and complete the annual refresher. Fire department personnel will carry a current, approved Incident Qualification Card showing the position for which they were ordered.
- (e) In concordance with Federal incident driving guidelines, the State discourages any travel taking place between the hours of 2200 and 0500 unless there are extenuating circumstances to justify travel between these hours. These circumstances are situations where life and/or property are imminently threatened or the incident is occurring within the resource's general response area and minimal travel distance is required to reach the incident. Ultimately, the responsibility for preventing and managing fatigue rests with the supervisor and resources involved.
- (f) The Cooperator may be reimbursed only for equipment listed on their CFRA Inventory List. Vehicles will be reimbursed at the rates set in the current General Provisions Appendix A: Acceptable Rates for CFRA's. Equipment may be designated to be paid an hourly rate, daily rate, or an all-inclusive rate on the CFRA. An all-inclusive rate is described in Section 3 Sub-section E of this document.



2. **Equipment Requirements:**

- (a) Personal Protective Equipment: Cooperators must supply and utilize the following minimum required personal protective equipment:
 - a. Wildfire Incidents – According to NFPA 1977
 - b. Structure Fire Incidents – According to NFPA 1971
 - c. HAZMAT Incidents – According to NFPA 1991, 1994, and 1992
 - d. Technical Rescue Incidents – According to NFPA 1951
 - e. Medical Incidents – According to NFPA 1999
 - f. ARFF Incidents – According to NFPA 1976
 - g. Non-Operations Functions – According to NFPA 1975

- (b) Condition of Equipment: Equipment furnished under this Agreement will be equipped to the standards listed in the General Provisions Appendix C: Required Equipment. Equipment determined at the time of check in or inspection to be not in safe and operative condition or not compliant with Appendix C, may be rejected by the incident. No reimbursement will be made for rejected equipment.
 - a. Standard Staffing: Staffing for equipment is determined by capacity of the equipment and the number of personnel needed to effectively operate the equipment. Arizona Department of Forestry and Fire Management (DFFM) expects equipment to be staffed to the capacity allowed by the equipment. General Provisions Appendix B: Equipment Capability Guide, lists the staffing for each type of equipment based on NWCG and/or FEMA standards. DFFM recognizes that not all cooperators may be able to staff at maximum levels. Minimum staffing levels will be NWCG/FEMA minimum staffing. DFFM will allow Cooperators to staff their equipment to the maximum staffing numbers described in Section 2, Sub-section (B) b. **Chase trucks to allow for maximum staffing levels ARE NOT automatically authorized.** Chase trucks must be authorized on the resource order to be reimbursed.

 - b. Staffing for Wildfire Incidents:
 - i. Type 1 Engine: 3-4
 - ii. Type 2 Engine: 3-4
 - iii. Type 3 Engine: 3-5
 - iv. Type 4 Engine: 2-3
 - v. Type 5 Engine: 2-3
 - vi. Type 6 Engine: 2-4
 - vii. Type 7 Engine: 2-3
 - viii. Type 1 SPT Tender: 1-2
 - ix. Type 2 SPT Tender: 1-2
 - x. Type 3 SPT Tender: 1-2
 - xi. Type 1 TAC Tender: 2
 - xii. Type 2 TAC Tender: 2

 - c. Operating Supplies: Operating supplies are to be provided by the Cooperator, the Yellow Book defines this as “wet”. Though all operating supplies are to be furnished by the Cooperator, the State may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from reimbursement to the Cooperator. Operating supplies may include but are not limited to fuel, oil, filters, lube/oil changes.



Arizona Department of Forestry and Fire Management
General Provisions for Cooperative Fire Rate Agreements



- d. Communications Equipment: It is required that Cooperators that respond to State incidents be able to communicate on DFFM frequencies. Frequency lists are available to cooperators on agreement with DFFM. Cooperators that will respond to extended attack requests within Arizona and outside of the state are required to equip their resources with VHF capable radios that meet P25 standards. The National Interagency Fire Center (NIFC) Communications Division has provided a list of approved P25 capable communications equipment that can be found at https://www.nifc.gov/NIICD/docs/approved_radios.pdf. The exception to this is on Initial Attack.
- (c) Additional Equipment: Cooperator will be reimbursed for additional equipment when such equipment is ordered on the resource order and listed on the Cooperator's CFRA.
- (d) Medical Equipment and Resources: Cooperators with medical equipment and resources should reference the [Southwest Mobilization Guide Chapter 40 – Page 78](#). Obviously, primary direction will come from the Cooperator's policies/guidelines and the Cooperator's Base Hospital. Cooperators should be aware that these specialized resources may be utilized in rugged and remote terrain, and should equip their resources accordingly.

The resource order must specify whether ordering an ALS or BLS ambulance, or an ALS or BLS Kit. It is highly recommended that field going medical equipment be under 45lbs, stored in a fire line capable pack, and/or in such a way that allows for transport in a helicopter.

All medical personnel must be NWCG certified and complete the annual wildland refresher.

When the ambulance is mobilized to transport a patient, the hourly rate is dropped to \$0.00 and the ambulance reverts to their normal DHS billing procedures for the medical incident.

Ambulances are to be contracted wet.

When ordering ambulances, consideration should be made for providing adequate work/rest ratios.

3. Timekeeping:

- (a) Time will be recorded in military time and to the nearest quarter hour.
- (b) The hourly rate is intended to reimburse the Cooperator for the costs of operating the vehicle, including the costs of fuel and maintenance. If indicated in the General Provisions Appendix A, or on the CFRA, equipment listed under the daily rate may charge a mileage rate in addition to the daily rate. Equipment does not take a meal break, and time will not be deducted for breaks when equipment is reimbursed with an hourly rate.
- (c) The hourly/daily rate is not intended to include the cost of personnel used to operate the equipment. Cooperator may seek reimbursement for the costs of assigned personnel, pursuant to this agreement.



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General Provisions for Cooperative Fire Rate Agreements



- (d) Daily Rate Equipment: Daily Work Rates/Mileage Rates should be documented in column 16-17 of FM 104. Agency vehicles, included on a resource order, will be reimbursed for the duration of the assignment. Reimbursement will be made on the basis of calendar days for vehicles and equipment included on resource orders. For fractional days at the beginning and end of the invoiced time, Cooperator will be reimbursed for 50% of the daily rate for periods of less than 8 hours, and the full daily rate for periods of more than 8 hours. General Provisions Appendix A rate sheets will be utilized to set these rates.
- (e) All-Inclusive Rates: If agreed to by DFFM and the Cooperator and included on the CFRA, the Cooperator may charge an all-inclusive rate that would include the costs of equipment, personnel and backfill (as applicable). Cooperator agrees that the billing method included in the CFRA is binding for the years it is applicable and must be used unless the CFRA is amended. All-inclusive rates are daily rates and will be reimbursed as specified in section 3, sub-section (d).
- (f) Personally Owned Vehicles (POVs): POVs not signed up on the CFRA will not be reimbursed when used to transport personnel to an incident. POVs listed on a CFRA Equipment Inventory List, will be compensated the daily rate only when utilized for line assignments. POVs not signed up on the CFRA may be used to transport personnel to the airport if this is the most economical method of travel. POVs used to transport to and from airports will be reimbursed for mileage only at the current state mileage rate. POVs used must carry the state minimum insurance, and Cooperator certifies that the vehicle is adequately insured when it submits a claim for reimbursement for these vehicles.
- (g) Airport Travel: Travel to and from airports in relation to an incident assignment is reimbursable. POVs and agency vehicles on a Cooperator's CFRA, left at the airport for the duration of the assignment will be reimbursed for the cost of long term parking and mileage (State travel policy, Topic 50, Section 95, Title 3 Airport Parking). No parking fees will be reimbursed if return travel occurs on the same day. No hourly/daily rate will be paid for POVs or agency vehicles left in airport parking.
- (h) Time Eligible for Reimbursement: The Cooperator may seek reimbursement for personnel and equipment furnished under this Agreement starting at the time the resource leaves its Home Unit/Duty Station, and ending when that resource returns to its Home Unit/Duty Station, unless an allowance for refurbishment and/or rest and recuperation (R & R) applies.
 - a. Home Unit Definition: The Home Unit for equipment and personnel is the place where that equipment or personnel is normally stationed. For personnel who do not have a normal place they are stationed, the Home Unit shall be the Cooperator's station located closest to their place of residence.
 - b. Duty Station Definition: The Duty Station for equipment and personnel is the place where that equipment or personnel is authorized by the cooperator to respond to/from to incidents.
- (i) Refurbishment/Rehabilitation: Refurbishment/rehabilitation (rehab) will be allowed but will be restricted to the time it takes to bring the resource back to fire readiness. Cooperators will only be reimbursed for one hour of rehab time for engines, water tenders, and ambulances, and two hours of rehab time for crews. Equipment rates will not be paid for rehab time. Vehicle types not listed above are not eligible for rehab time.
- (j) Rest and Recuperation (R & R): The Cooperator will be reimbursed for personnel R & R after return home from a fourteen-day assignment, exclusive of travel, under the following conditions:



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General Provisions for Cooperative Fire Rate Agreements



- a. Cooperating agencies must have a Policy/Guideline that allows for R & R that must comply with NWCG Standards as laid out in the Incident Business Management Handbook (Yellow Book) and filed with the agency's CFRA documents at DFFM before the beginning of the incident to be considered.
- (k) R & R In Place: For R & R that occurs in place on an incident, the Cooperator will be reimbursed personnel costs, meals and hotel costs, if any, and the daily equipment rate. Cooperating personnel will only be reimbursed for 8 hours of time on non-duty days during R&R in place. Cooperators will be reimbursed for 24 hours of personnel time on their duty days during R&R in place, backfill if needed, will be reimbursed for actual backfill hours. Costs of previously rented and authorized rental vehicles will also be covered.
- (l) Excessive Work Hours: Work shifts exceeding sixteen hours after the first shift of the incident will not be paid unless accompanied by a written justification on the CTR or other incident documentation completed by the incident commander or immediate incident supervisor. All excessive hours must be mitigated by adequate rest as soon as possible.

In the absence of more restrictive agency policy, these guidelines will be followed during mobilization and demobilization as well. Individual agency driving policies shall be consulted for all other non-incident driving.

- (m) If the Cooperator withdraws equipment prior to being released by the incident, the Cooperator shall bear all costs of returning equipment to the Home Unit, unless prior written approval is obtained from an authorized DFFM representative, and such approval is submitted with the invoice.
- (n) Personnel assigned to inoperable equipment are limited to 8 hours of compensation per shift unless otherwise dictated by home unit shift schedule.

4. **Reimbursements:**

- (a) Invoices: The Cooperator must submit an invoice to the State to receive reimbursement for expenses incurred pursuant to this Agreement. Invoices must be submitted electronically on the form FM122 provided by the State, including the provided work calculator sheet and the Invoice must be signed by an authorized Cooperator's representative. Invoices must be submitted to the State within the 60 days of return to the home unit. Invoices received outside this timeframe will be subject to refusal. Separate invoices must be completed for each incident or change in financial code. Invoices must contain the following information and attachments:
 - a. DFFM Invoice Forms: Invoices must be submitted electronically to financialadmin@dffm.az.gov on the State Invoice Form (FM122) provided by the State. This must include the work calculator worksheet provided with FM122 as well as all necessary documentation described below. DFFM requests the Invoice to be sent in PDF format, do not submit the Excel Workbook.
 - b. Unique invoice number: Three letter fire district code and incident number. Cooperator must assign the invoice a unique invoice number. Cooperator must include Cooperator's three letter ID and the financial code.
 - c. Time information: Fire Time Reports (OF288) and/or Emergency Equipment Use Invoices (OF286) must be submitted along with the Cooperator's Invoice. Any hours submitted for reimbursement not documented on an OF288 or OF286 must be supported by legible scanned Crew Time Reports (CTR) and/or Emergency Equipment Shift Tickets (Shift Ticket). CTRs and Shift Tickets must be signed by an



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immediate Incident supervisor. When completing a CTR or Shift Ticket, personnel must annotate hours they are in travel status in the remarks of those documents.

- d. Resource orders: Cooperators must include a copy of the resource order(s) showing all equipment and personnel for which the Cooperator seeks reimbursement. The Cooperator will ensure that the resource order shows all of the above information. It is the cooperator's responsibility to provide personnel information to ADC at the time of dispatch utilizing the Arizona Wildland Fire Equipment Mobilization Plan Appendix F: Resource Information Form.
- e. Meals and Lodging information: Cooperators must utilize the "Meal and Lodging Claim Form" included in the Invoice workbook to submit these types of expenses. Cooperator must keep meal receipts but these **should not** be submitted. Lodging receipts must be submitted. See additional information below:
 - i. Meal and Lodging Reimbursement: DFFM is governed by State Policy in how it reimburses non-State employees for travel expenses incurred while on State related business. State of Arizona Accounting Manual Topic 50, Section 65 on Vendor and other Non-Employee Travel provides the direction that DFFM is required to follow. Stated meal and lodging reimbursement rates are for maximum reimbursement for actual costs incurred, and are not per-diem rates.
 - ii. Meals: Cooperators are expected to be self-sufficient during initial attack. Cooperators will not be reimbursed for meals incurred during the first 12 hours of deployment, whether in travel status or on an incident. After the first 12 hours, meals may be reimbursed if the request complies with applicable portions of the State travel policy (Topic 50, Section 95). If the incident is not providing meals, Cooperators may be reimbursed for the cost of meals under the State travel policy so long as they have written justification from the incident. If meals are on individual receipts the Cooperator will be reimbursed for the actual cost of the meal or the maximum allowable amount, whichever is less; if meals for multiple crew members are on the same receipt, the Cooperator will be reimbursed for the actual cost of the meal or maximum allowable amount times the number of crew members, whichever is less.
 - iii. Lodging: Any approved lodging (in-state or out-of-state) shall be reimbursed according to current State travel policy and only for actual costs incurred up to the stated maximum rate for that geographic area. Utilizing lodging above the stated maximum is at the Cooperator's own risk as the overage shall not be reimbursed by DFFM, even if the IC approves the overage. DFFM recommends sharing rooms to mitigate higher rates; if this occurs, please indicate the persons who stayed each room. For any reimbursement of lodging, an itemized receipt signed by the occupants of the room must be submitted with the invoice. Cooperators must receive authorization from the incident's Incident Commander or Finance Section Chief for reimbursement of lodging to be authorized when adequate camp facilities are available.
 1. Cooperators will not be reimbursed for lodging on the first day of travel, if travel began after 1900 hours.
- f. Supply purchases: Itemized receipt(s) and resource order form(s) with Supply Numbers (S-Number) for authorized supply purchases are required and reimbursements are subject to state review.



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- (b) Rental Vehicles: The Cooperator may seek reimbursement for rental vehicles, when listed on the Resource Order. For in-state vehicle use, the Cooperator will not be reimbursed for additional insurance purchased. The Cooperator will be reimbursed for the costs of the rental vehicle and CDW insurance if the incident or travel is out of state. Please note that at all times resources ordered under this Agreement remain the employees of the Cooperator, and the Cooperator's insurance coverage is responsible. For this reason, the Cooperator may wish to obtain additional rental vehicle insurance coverage, even though this coverage will not be reimbursed by the State. Rental vehicles should be commensurate with position requested on resource order. 4x4 and high clearance vehicles are appropriate for fire line positions. SUVs above the full size class must be approved by the incident or DFFM unless no other vehicles are available due to activity in the area.
- (c) Transportation of Equipment: When apparatus is being transported not under its own power (lowboy trailered), Cooperator may seek reimbursement for the costs of transportation and for the hourly/daily rate for that equipment while it is being moved. Cooperator must provide a copy of the transporter's log showing what hours the vehicle was underway. This type of incident related transport must be approved by the incident prior to travel. Cooperator will not be reimbursed additional amounts for trailers used to transport equipment that normally must be moved by trailer (i.e. ATVs and UTVs).
- (d) Crew Swaps: Equipment is assigned with the understanding that it may be on assignment for fourteen days. Cooperator will not be reimbursed for travel related to a staffing swap that is required before the completion of fourteen days unless prior approval by a DFFM representative is obtained. If reimbursement for the swap is approved, appropriate vehicles used for crew swaps will be compensated at the daily/hourly rate for that vehicle so long as that vehicle receives a resource order for the transport.
- (e) Special Work Rates: If a specific work rate or work rate amendment is not in place for planned events within Arizona such as preparedness patrols, prescribed burns, and various non-emergency activities, the default equipment rate will be 50% of standard hourly rate. In-State planned event default personnel rates will be as provided in this section without allowance for costs due to backfill or coverage.
- (f) Career Personnel Rates: Cooperator shall charge personnel wages including eligible overtime and employer related expenses, as per Section 4, Sub-section I in accordance with each department's attached pay schedules. A copy of the pay schedule with grade ranges shall accompany the CFRA, Cooperators must use the attached Appendix D: Personnel Pay Rates Spreadsheet. Cooperators will be reimbursed for personnel costs based on the pay schedule submitted with the Cooperator's CFRA. Amendments to the pay schedule will only be authorized twice annually. The first is due between January 1st and April 1st each calendar year, and the second is due at a time of the Cooperator's choosing. Newly hired personnel and employee promotions are the only exceptions as their rates can be submitted as an amendment.
- (g) Backfill: Non-budgeted costs accrued as a result of backfill of assigned personnel or those personnel on R & R as a result of assignment are potentially reimbursable. Reimbursable costs are those costs incurred when a backfilling employee's pay rate exceeds the base rate of the individual on assignment. The backfill amount is calculated by subtracting the assigned employee's regular pay rate from the backfilling employee's overtime pay rate. DFFM will reimburse the difference in the two rates up to the rate of the top step of the rank of the individual on assignment. Backfill costs above the top step of the rank of the individual on assignment will not be reimbursable.
- (h) Volunteer and Supplemental Personnel Rates: Cooperator will charge the State for volunteer and supplemental fire personnel at the current rates outlined in the DFFM's



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Emergency Pay Plan for Seasonal Hires for the position for which they were ordered. Supplemental Fire employees are defined per NWCG Memo #004-2009. The pay period is defined as a seven-day work week beginning the first day of the incident, e.g., Tuesday through Monday. Overtime will be paid for hours in excess of 40 hours.

- (i) Employer Related Expenses (ERE): Employer Related Expenses covered for time while on the assignment will be as follows:
 - a. Workers Compensation
 - b. Unemployment Insurance
 - c. FICA Taxes
 - d. Retirement
 - e. Long-term Disability
- (j) Wildland Fire Incentive: Rates applied out of district will be the same as applied in district for similar services and responses.
- (k) Administrative fees: The Cooperator will be reimbursed for reasonable administrative costs incurred preparing invoices. If there are issues with the invoice and it is returned to the Cooperator for a revision, hours incurred to revise the invoice will not be reimbursed. The Cooperator may not seek reimbursement for overtime pay incurred to prepare wildland invoices. Cooperators must submit documentation with the invoice, showing the hours spent preparing the invoice; DFFM recommends using a CTR for this documentation. This documentation of hours must be signed by an authorized supervisor.
- (l) Miscellaneous: Any miscellaneous equipment costs that Cooperators seek reimbursements for must have supporting documentation for that equipment, and will be paid at the discretion of DFFM.

5. Equipment Damage

- (a) Repairs: Repairs to equipment shall be made and paid by for the Cooperator. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from reimbursement to the Cooperator.
- (b) Loss, Damage or Destruction: Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Cooperator agrees that what is considered wear and tear under this Agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. No reimbursement will be made for loss, damage or destruction when (a) it is due to normal wear and tear, or (b) negligence of the Cooperator or the Cooperator's agents which caused or contributed to the loss, damage or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the State or its employees. Vehicular damage claims, not directly related to incident activity, particularly prior to check-in or after demobilization, should be submitted through the owning agency's insurance prior to submission to the state. Loss,



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damage, or destruction claims will be evaluated on a case by case basis and evaluated for extraordinary circumstances outside of normal conditions. Hourly/daily rates for equipment will not be reimbursed when such equipment is inoperable due to damage, loss, destruction, or lack of qualified personnel.

- (c) **Claims:** Claims for reimbursement for damage, loss, or destruction of equipment should be submitted separately from the invoice (FM122). Claims documentation must include an S-number, copies of any paperwork submitted to the fire to obtain the S-number, a written description on a General Message Form (ICS 213), of how the loss, damage or destruction occurred (who, what, when, where and why), and a copy of the paid receipt for repairs. In the case of vehicular damage, loss, or destruction, the Cooperator must provide the documentation from the owning agency's insurance company with the Claim. The written description must be signed by incident supervisor and the Incident Business Advisor (IBA). In the absence of an IBA, the signature of the Finance Section Chief or designee is required. All claims for loss, damage or destruction is at the discretion of the State, even if an S-number has been issued by the incident.

6. Other Items

- (a) **Disputes:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.
- (b) **Termination:** The State may cancel this agreement without penalty or further obligation pursuant to A.R.S. § 38-511.
- (c) Failure to adhere to these provisions may result in the Cooperator forfeiting all rights to reimbursement.
- (d) **Audit:** Within a 5-year period of invoice submittal, the state at its discretion may request a review of fire invoicing documentation.
- (e) The Parties agree to comply with all applicable Federal or State laws relating to equal opportunity and non-discrimination.
- (f) Pursuant to A.R.S. § 35-214, the Cooperator shall retain all data, books and other records relating to this contract for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Cooperator shall produce the original of any or all such records.
- (g) This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.
- (h) The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplies by third parties to the Cooperator toward fulfillment of this contract.



Arizona Department of Forestry and Fire Management Cooperative Fire Rate Agreement Signature Page



The completion of this page acknowledges that the Cooperator and DFFM have entered into a cooperative agreement as per the attached General Provisions document (January 2019 Revision). Cooperators will sign that they have received and reviewed each of the General Provision documents, and have attached the required documentation. Finally, the appropriate DFFM District Manager will sign this document, formalizing the agreement. Electronic "conformed signatures" (/s/ typed name) are acceptable and preferred.

Cooperator Name _____

DFFM District

Cooperator's Representative Name/Title _____

Cooperator's Signature _____

Date _____

DFFM District Manager Name _____

DFFM District Manager Signature _____

Date _____

GUADALUPE UNITED VALLEY FIREFIGHTERS LOCAL 3449

Dear Mayor and Council,

Enclosed you will find a copy of the Meet and Confer proposal that will be presented to you at the end of April's council meeting if schedule permits. Enclosed you will find a copy of the Articles, Frequently Asked Questions and the Meet and Confer Proposal. Meet and Confer is brought to you to bond the firefighters and the council closer together to assist both firefighter and council to come to a common goal. This process is used throughout the automatic aid system here in the valley and is supported by its participants on both sides. Hopefully the enclosed overview will help you understand what we as the Guadalupe Firefighters are asking for. Once again, we overwhelmingly thank you for your support and are looking forward to building on our relationships with council. If you have any questions, please don't hesitate to call.

Respectfully,



Jason Douglas (Local 3449) (602) 703-3801

Dennis Dominguez (Local3449) (480) 233-3747





United Valley
Firefighters
L3449



ARTICLE 1: RECOGNITION

A. The Union recognizes the Town Council as the elected representatives of the citizens of the Town of Guadalupe and the legally constituted authority responsible for determining the purpose, mission and operation of the town.

The Town recognizes the Union as the exclusive representative and sole Bargaining agent for all regular, full time paid employees of the Town of Guadalupe Fire Department.

B. The Town and the Union subscribe to the principle that differences shall be resolved by special and appropriate means without interruptions of the services provided. The Union agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by union members covered by this contract. Failure to abide by the terms set forth above may cause the Town Council to terminate this agreement.

Meet and Confer Frequently Asked Questions

Q. Why are the employees of Guadalupe asking for Meet and Confer?

A. We want the right to sit down with Town Management to discuss our issues in a positive/productive manner.

Q. Why should we, as council members support employees on this?

A. This will support positive employee relations. Furthermore it gives the council, ultimate say on employee relations matters. Meet and Confer provides for a higher form of open government.

Q. How will Meet and Confer benefit the citizens of Guadalupe?

A. Improved public services thanks to increased communication.

Q. What is Meet and Confer?

A. It is an interest-based medium for Town leadership and Town employees to work together on issues. Meet and Confer is definitely a WIN-WIN situation for all parties.

Q. What is the Meet and Confer proposal based on?

A. The positive results of this process in other Arizona communities.

Q. Will this cost the Town anything?

A. No! Nothing in the ordinance requires that either party make concessions or accept any proposal. The Town will retain their local control.

Q. Will employees be able to go on strike?

A. No! The proposed ordinance absolutely forbids an employee from taking part in a work stoppage, work slowdown or any other type of job action. The ordinance provides that any employee taking part in an illegal job action will receive harsh punishment.

Q. Is Meet and Confer the same as Collective Bargaining?

A. No! Meet and Confer is interest-based, not position-based. Interest based negotiations are also known as “win – win negotiations, or “mutual gain negotiations”. By removing strikes and lock-outs, parties are expected to work together constructively.

Q. What are the mandatory requirements of the ordinance?

A. There are only two absolute requirements. First, both parties must sit down and negotiate. Second, the ordinance requires each party to attempt in good faith to reach an agreement.

Q. What if they cannot reach an agreement?

A. The Town Council has ultimate authority, and that decision is final.

Guadalupe Meet and Confer Proposal

Employees are the most valuable resources that the Town of Guadalupe has as an organization, especially when it comes to the delivery of quality services for our citizens. For Guadalupe's successful future it will take commitment and innovation by our employees, managers and elected officials to orchestrate the future development of this community.

Our common goal is the continuous quality improvement of customer service, working conditions, safety, and benefits for the Town's employees. By achieving these critical objectives through interest-based collaboration, all parties involved shall benefit.

In order to achieve positive evolution, positive interaction is critical. It has been said that the process for working out issues is as important as the issue itself. As Town of Guadalupe employees, we practice values such as service excellence, fairness, communication, trust, and accountability. This is the very essence of Meet and Confer. The focus is not about increasing taxes or collective bargaining; rather, it is about obtaining a process that allows open dialogue between recognized employee groups and Town Council to achieve a memorandum of understanding (MOU) specific to the issues of each employee group.

In a continuing effort to achieve service excellence for Guadalupe residents, Guadalupe employees ask you to adopt a Meet and Confer ordinance. Meet and Confer allows all Town employees a voice in the level of service they provide to the community as well as health and safety issues that affect their daily lives.

The three main components of Meet and Confer are communication, cooperation and accountability. Meet and Confer facilitates improved communication by allowing

Town management to better understand Town related issues from the perspective of those who actually provide those services; cooperation by creating a team-oriented environment for elected and employed Town servants; and a process, which holds all parties accountable for reached agreements.

The ability of workers to voice their issues is as important as Americans having a voice in their Nation. Many Arizona communities have recognized the need for this valuable process. We hope that Guadalupe leadership will support this process as we continue to build an environment of service excellence for our community. The attached proposal, supporting data, testimonials and Q&A show the benefits of moving forward with Meet and Confer. We feel strongly that the proposal will definitely enhance our ability to work together as TEAM GUADALUPE.