



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, April 7, 2025

Immediately following the Work Session that begins at 5:00 p.m.

Mayor
Joe Pizzillo

Vice Mayor
Wally Campbell

Councilmember
Brannon Hampton

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Please complete a speaker card and submit it to the City Clerk prior to the meeting being convened, if possible. Each speaker is limited to three (3) minutes. Once the City Clerk has called your name, step up to the lectern and begin by clearly stating your name for the record and whether you are a Goodyear resident.

NON-AGENDA ITEMS

Members of the public may address the City Council regarding any non-agenda item within the jurisdiction of the City Council. The City Council will listen to comments and may take any of the following actions:

- Respond to criticism.
- Request that staff investigate and report on the matter.
- Request that the matter be scheduled on a future agenda.

AGENDA ITEMS

Members of the public may address the City Council regarding any item on the Consent, Public Hearing and/or Business portions of the agenda. Each speaker's name will be called in turn once the item has been reached and after City staff have completed their presentation.

PROCEDURES

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Goodyear City Council and to the general public that the Council of the city of Goodyear will hold a meeting open to the public. Public body members of the city of Goodyear will attend either in person or by telephone conference call and/or video communication. The Goodyear City Council may vote to go into Executive Session, pursuant to A.R.S. § 38-431.03(A)(3), which will not be open to the public, to discuss certain matters. Meetings are conducted in accordance with the City Council Meetings Council Rules of Procedure adopted by Resolution No. 2025-2441.



City Clerk's Office: 1900 N. Civic Square, Goodyear, AZ 85395 (623) 882-7830

www.goodyearaz.gov/cityclerk

City Council Meeting Live Broadcast: <https://www.facebook.com/goodyearazgov/videos>

Immediately following the Work Session that begins at 5:00 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER TERRY

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

**1. APPROVAL OF MINUTES
RECOMMENDATION**

Approve the March 24, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

**2. APPROVAL AND ACCEPTANCE OF RELEASE OF LIABILITY AGREEMENT
RECOMMENDATION**

ADOPT RESOLUTION NO. 2025-2457 APPROVING AND ACCEPTING THE TERMS OF A RELEASE OF LIABILITY AGREEMENT WITH IMAGETREND, LLC. (Roric Massey, City Attorney)

**3. FY2026 – FY2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
GOODYEAR AND UNITED GOODYEAR FIREFIGHTERS LOCAL 4005
RECOMMENDATION**

ADOPT RESOLUTION NO. 2025-2458 APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005 COMMENCING ON JULY 1, 2025 THROUGH JUNE 30, 2027. (Vicki Lackey, Deputy Human Resources Director and Justin Fair, Deputy City Manager)

**4. FY2026 – FY2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
GOODYEAR AND GOODYEAR POLICE OFFICERS ASSOCIATION
RECOMMENDATION**

ADOPT RESOLUTION NO. 2025-2459 APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE GOODYEAR POLICE OFFICERS ASSOCIATION COMMENCING ON JULY 1, 2025 THROUGH JUNE 30, 2027. (Vicki Lackey, Deputy Human Resources Director and Justin Fair, Deputy City Manager)

BUSINESS

5. COMMUNITY FUNDING POLICY FOR GRANT AWARDS TO NONPROFIT ORGANIZATIONS

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2460 ADOPTING THE REVISED CITY OF GOODYEAR COMMUNITY FUNDING POLICY ENTITLED "COMMUNITY FUNDING POLICY FOR GRANT AWARDS TO NONPROFIT ORGANIZATIONS." (Christina Panaitescu, Community Partnerships Program Manager)

INFORMATION ITEMS

Comments, commendations, report on current events and presentations by Mayor, Councilmembers, staff or members of the public. The Council may not propose, discuss, deliberate or take any legal action on the information presented, pursuant to A.R.S. § 38-431.02.

- Reports from the Mayor and City Council
This may include current events and activities as well as requests for information or future agenda items.
- Report from the City Manager
This may include updates from events, staff summary, update of legislative issues, clarification on items being requested by City Council and Manager's update on Council Related Matters.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

April 14, 2025	Council Meeting	5:00 p.m.
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EXECUTIVE SESSION

A VOTE MAY BE HELD TO CALL AN EXECUTIVE SESSION FOR THE FOLLOWING:

6. Pursuant to ARS 38-431.03(A)(3)(4) & (7) for discussion and consultation for legal advice with the city's attorney; for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations; and for discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property involving the ADOT expansion of the Loop 303.

ADJOURNMENT OF EXECUTIVE SESSION

RECONVENE REGULAR MEETING

ADJOURNMENT

THE CITY OF GOODYEAR ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (623) 882-7830 or Arizona Relay (TDD) 7-1-1 to request an accommodation to participate in this public meeting.

For Non-English assistance please contact the City Clerk at (623) 882-7830.

Si necesita asistencia o traducción en español, favor de llamar al menos 48 horas antes de la reunión al (623) 882-7830.

POSTING VERIFICATION

This agenda was posted on 4/2/2025 at 5:06 p.m. by (VM).

ITEM #: 1.
DATE: 04/07/2025
AI #:2590



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the March 24, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

Attachments

March 24, 2025 Regular Meeting Minutes

City Council Regular Meeting

City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395



Monday, March 24, 2025

5:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:00 p.m.

ROLL CALL

Present: **Mayor Joe Pizzillo; Vice Mayor Wally Campbell; Councilmember Brannon Hampton; Councilmember Laura Kaino; Councilwoman Vicki Gillis; Councilmember Benita Beckles; Councilmember Trey Terry**

Staff Present: City Manager Wynette Reed; City Attorney Roric Massey; Acting City Clerk Jasmine Pernicano

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER BECKLES

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Danna Kiracofe, Goodyear resident, spoke regarding the subsidy for the Ballpark.

Jeff Redmon, Goodyear resident, spoke regarding expansion of notification for zoning changes.

Solomon Jedidi, Goodyear resident, expressed concerns about noise coming from a nearby residence.

Lacy Mason, Goodyear resident, expressed safety concerns related to speeding in the area near GSQ.

CONSENT

MOTION BY Vice Mayor Wally Campbell, SECONDED BY Councilmember Laura Kaino to APPROVE Consent Agenda items 1 through 8. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Wally Campbell, Councilmember Brannon Hampton, Councilmember Laura Kaino, Councilwoman Vicki Gillis, Councilmember Benita Beckles, Councilmember Trey Terry

Passed - Unanimously

1. **APPROVAL OF MINUTES**

Approve the March 3, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, Acting City Clerk)

2. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR SHAKE SHACK #1515**

RECOMMENDATION

Recommend approval of Application No. 328352 to the Arizona Department of Liquor Licenses and Control (DLLC) for a New Series 12 (Restaurant) liquor license for Shake Shack #1515 located at 1675 N Globe Drive, Goodyear, AZ 85395. (Jasmine Pernicano, Acting City Clerk)

3. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR THE BREAKAWAY BAR & GRILL**

RECOMMENDATION

Recommend approval of Application No. 333735 to the Arizona Department of Liquor Licenses and Control (DLLC) for a New Series 12 (Restaurant) liquor license for The Breakaway Bar & Grill located at 633 S Estrella Parkway, #105, Goodyear, AZ 85338. (Jasmine Pernicano, Acting City Clerk)

4. **PERMANENT EXTENSION OF PREMISES/PATIO PERMIT FOR SIP AT THE RANCH**

RECOMMENDATION

Recommend approval of the Permanent Extension of Premises/Patio Permit application to the Arizona Department of Liquor Licenses and Control (DLLC) for Sip At The Ranch located at 17650 W Elliott Rd. Ste A-105, Goodyear, AZ 85338. (Jasmine Pernicano, Acting City Clerk)

5. **APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

RECOMMENDATION

Approve budget amendments and related expenditure authority. (Ryan Bittle, Finance Manager)

In response to Council inquiry, Finance Director Jared Askelson explained the meaning of budget authority.

6. **AUTHORIZING THE MODIFICATION OF ASSESSMENT NUMBER 11-01-008 WITHIN THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT ("MRCCID")**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2454 APPROVING THE MODIFICATION OF ASSESSMENT NUMBER 11-01-008 WITHIN THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT. (Jared Askelson, Finance Director)

7. **2025 LAND AND WATER CONSERVATION FUND (LWCF) GRANT APPLICATION TO RELOCATE THE DOG PARK AT GOODYEAR COMMUNITY PARK**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2455 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR LAND AND WATER CONSERVATION FUNDS (LWCF) TO ARIZONA STATE PARKS AND TRAILS, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER. (IF GRANT FUNDS ARE AWARDED). (Christina Panaitescu, Community Partnerships Program Manager)

In response to Council inquiry, Parks & Recreation Director Nathan Torres clarified the location of the dog park and funding for the project.

8. **FY2026 ARIZONA SPORTS & TOURISM AUTHORITY (AZSTA) BIENNIAL GRANT APPLICATION**

RECOMMENDATION

ADOPT RESOLUTION 2025-2456 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY2026 ARIZONA SPORTS & TOURISM AUTHORITY BIENNIAL GRANT FUNDS TO THE ARIZONA SPORTS & TOURISM AUTHORITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Christina Panaitescu, Community Partnerships Program Manager)

PUBLIC HEARINGS

9. **FY2025-2026 ACTION PLAN FOR HOUSING & URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

Mayor Pizzillo opened the Public Hearing at 5:19 p.m.

Christina Panaitescu, Community Partnership Program Manager, presented an overview of past program performance and the FY26 CDBG Action Plan for public comment. She stated that the allocated funds would support the expansion of the Southwest Valley YMCA Early Learning Center program and CDBG administration.

There being no speakers, Mayor Pizzillo closed the Public Hearing at 5:25 p.m.

No action was necessary and no further discussion occurred.

10. **REZONE OF APPROXIMATELY 66.6 ACRES LOCATED NORTHWEST OF WEST CELEBRATE LIFE WAY AND NORTH LITCHFIELD ROAD, KNOWN AS CELEBRATION PLAZA**

Mayor Pizzillo opened the Public Hearing at 5:26 p.m.

Justin Gabrielson, Senior Planner, presented information on the proposed amended previously approved Planned Area Development (PAD) for the Goodyear Celebration Plaza rezone located northwest corner of Celebrate Life Way and north Litchfield Road. He provided information on the property location, neighborhood, and current commercial zoning designations, and the current restrictions that have been placed on drive through establishments.

There being no speakers, Mayor Pizzillo closed the Public Hearing at 5:28 p.m.

In response to Council's inquiry, Planning Manager, Christian Williams, provided background on the rezoning, originally planned for high-density multifamily development with limited drive through, and clarified that any changes would require a stipulation approval.

Tom Blake, representing the owner, stated they remain committed to maintaining connectivity and walkability while ensuring a successful development. Mr. Blake added that their goal is to enhance the project, but they face challenges competing with other unrestricted sites.

Council emphasized the importance of preserving the project's original vision as a pedestrian-friendly, mixed-use area and raised concerns about the increasing number of drive throughs establishments, citing constituent preferences for sit-down dining options.

Katie Wilken, Director of Development Services, stated that the applicant requested a continuance, as a denial would require a one-year wait before resubmission.

The proposed rezone was continued to a future meeting to address Council's concerns regarding the 1st Amendment to Celebration Life PAD.

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Trey Terry to CONTINUE this item for future meeting. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Wally Campbell, Councilmember Brannon Hampton, Councilmember Laura Kaino, Councilwoman Vicki Gillis, Councilmember Benita Beckles, Councilmember Trey Terry

Passed - Unanimously

11. DEVELOPMENT IMPACT FEE AUDIT

Mayor Pizzillo opened the Public Hearing at 5:53 p.m.

Jared Askelson, Finance Director, presented the biennial certified audit of the city's land use assumptions, infrastructure plan, and development fees for July 1, 2022, to June 30, 2024. He highlighted a growth projection variance and miscalculated fees, both of which were corrected.

In response to a Council inquiry, Mr. Askelson explained that the audit focuses on state statutes requirements and identifies opportunities to improve processes and correct errors.

There being no speakers, Mayor Pizzillo closed the Public Hearing at 5:56 p.m.

No action was taken.

BUSINESS

12. DISCRETIONARY FUND POLICY UPDATE AND AUTHORIZATION FOR BUDGET AMENDMENT

Jared Askelson, Finance Director, presented updates to the Discretionary Fund Policy, allowing unspent funds to carry forward for one year and adjusting allocations. Mr Askelson added this amendment reallocates contingency funds and increases discretionary fund amounts, aligning with policy guidelines and prior discussions from the February 18, 2025, Council Retreat, and will also be included in the current budget.

MOTION BY Councilmember Trey Terry, SECONDED BY Councilmember Laura Kaino to APPROVE the Discretionary Fund Policy update and budget amendment. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Councilmember Brannon Hampton, Councilmember Laura Kaino, Councilwoman Vicki Gillis, Councilmember Benita Beckles, Councilmember Trey Terry

NAY: Vice Mayor Wally Campbell

Passed

13. FISCAL YEAR 2026 ANNUAL PUBLIC ART PLAN

Guylene Ozlanski, Deputy Director of Parks & Recreation, and Layne Ruiz, Arts & Culture Coordinator, with support from Lisa Paulos, Chairman of the Arts & Culture Commission presented highlights from the FY 2026 Public Art Plan, focusing on public art's impact, goals, and key projects such as artwork at Fire Station 189, Pop Ups in the Park, new murals, expanded traffic cabinet art, and art along the Bullard Wash Trail Extension. Ms. Ruiz also mentioned future projects, including one for GSQ.

William Edmond, Goodyear resident, spoke about the possibility of organizing a Public Art Gallery for the community.

Council expressed support and appreciation to city staff, especially for the Veteran's Tribute and the committee for their innovation and enhancement of arts and culture in the community.

MOTION BY Councilwoman Vicki Gillis, SECONDED BY Councilmember Brannon Hampton to APPROVE the FY2026 Annual Public Art Plan. Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Wally Campbell, Councilmember Brannon Hampton, Councilmember Laura Kaino, Councilwoman Vicki Gillis, Councilmember Benita Beckles, Councilmember Trey Terry

Passed - Unanimously

INFORMATION ITEMS

Councilmember Hampton announced the Chamber of Commerce's brand reveal and its new name, West Valley Regional Chambers.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

April 7, 2025

Council Meeting

5:00 p.m.

EXECUTIVE SESSION

A VOTE MAY BE HELD TO CALL AN EXECUTIVE SESSION FOR THE FOLLOWING:

14. Pursuant to A.R.S. § 38-431.03(A)(3) and (5): Discussion and consultation with City Attorney for legal advice regarding the Meet and Confer Ordinance and Memorandums of Understanding with employee organizations and for discussion and consultation with the City's designated representatives in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding salaries, salary schedules or compensation paid in the form of fringe benefits for employees of the City.
15. Pursuant to ARS 38-431.03(A)(3)(4) & (7) for discussion and consultation for legal advice with the city's attorney; for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations; and for discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property involving the acquisition of land for a future park site.
16. Pursuant to A.R.S. §38-431.03(A)(3) & (4) for discussion and consultation for legal advice with the city's attorney, for discussion or consultation with the attorneys for the public body to consider its position and instruct its attorneys regarding the public body's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation regarding contracts related to the collection of ambulance billing matters.
17. Pursuant to ARS 38-431.03(A)(3)& (4) for discussion and consultation for legal advice with the city's attorney; for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations regarding a possible intergovernmental agreement related to a joint public safety training facility.

MOTION BY Councilmember Laura Kaino, SECONDED BY Vice Mayor Wally Campbell to CONVENE an Executive Session. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Wally Campbell, Councilmember Brannon Hampton, Councilmember Laura Kaino, Councilwoman Vicki Gillis, Councilmember Benita Beckles, Councilmember Trey Terry

Passed - Unanimously

Council moved into Executive Session at 6:37 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 7:15 p.m.

RECONVENE REGULAR MEETING

Mayor Pizzillo reconvened the Regular Meeting at 7:15 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 7:16 p.m.

Jasmine Pernicano, City Clerk

Joe Pizzillo, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on March 24, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2025.

SEAL:

Jasmine Pernicano, City Clerk

ITEM #: 2.
DATE: 04/07/2025
AI #:2577



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL AND ACCEPTANCE OF RELEASE OF LIABILITY AGREEMENT

STAFF PRESENTER(S): Roric Massey, City Attorney

SUMMARY

Approval and acceptance of the proposed Release of Liability Agreement will provide resolution and settlement for the City's claim of breach of a Professional Services Agreement.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



INNOVATIVE & HIGH
PERFORMING
ORGANIZATION

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2457 APPROVING AND ACCEPTING THE TERMS OF A RELEASE OF LIABILITY AGREEMENT WITH IMAGETREND, LLC. (Roric Massey, City Attorney)

FISCAL IMPACT

Approval and acceptance of the proposed agreement will provide a payment to the City of \$168,000 in settlement funds.

BACKGROUND AND PREVIOUS ACTIONS

The settlement stems from issues that occurred with the administration of the Professional Services Agreement over a period of time, and it was in the best interests of the City to recoup the monies owed for services rendered.

STAFF ANALYSIS

Staff recommends approving and accepting the Release of Liability Agreement attached as Exhibit "A" to Resolution 2025-2457 (included as attachment A) to resolve the City's claim regarding the breach of the Professional Services Agreement and to facilitate the payment of \$168,000 in funds due to the City.

Attachments

Attachment A - Resolution 2025-2457 with Exhibits

RESOLUTION NO. 2025-2457

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AND ACCEPTING THE TERMS OF A RELEASE OF LIABILITY AGREEMENT WITH IMAGETREND, LLC.

WHEREAS, Goodyear and ImageTrend, Inc. entered into a Professional Services Agreement, Contract # 18-4105-A9, Billing Bridge Fire & Recovery Management System and related amendments (the "Professional Services Agreement") for the provision of revenue cycle management services; and

WHEREAS, the Professional Services Agreement required ImageTrend, Inc. to prepare claims for submission in a timely manner; and

WHEREAS, Goodyear provided a notice to cure to ImageTrend on or about April 17, 2024, and the parties subsequently met to review data and discuss the matter; and

WHEREAS, Goodyear sent a demand for payment dated December 19, 2024, requesting \$200,000 in compensation; and

WHEREAS, in consideration of the Release of Liability, as set forth and attached hereto as Exhibit "A," ImageTrend agrees to pay to the City of Goodyear \$168,000 in settlement of Goodyear's claim of breach of the Professional Services Agreement; and

WHEREAS, the Parties wish to resolve this matter and retain their existing relationship.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. APPROVAL AND ACCEPTANCE

The Mayor and City Council of the City of Goodyear hereby approve and accept the terms of the "Release of Liability" agreement with ImageTrend, LLC, which is a successor in interest to ImageTrend, Inc." a copy of which is attached hereto as Exhibit "A," and accept the payment of \$168,000 in settlement of Goodyear's claim of breach of the Professional Services Agreement.

SECTION 2. AUTHORIZATION AND EXECUTION

The City Manager is authorized to sign and execute the "Release of Liability" Agreement attached hereto as Exhibit "A" and to take all actions as may be necessary to carry out the intent of this Resolution and the terms of the Release of Liability Agreement.

SECTION 3. EFFECTIVE DATE

This Resolution shall become effective as prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 7th day of April, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"

RELEASE OF LIABILITY AGREEMENT

(On the following page)

Release of Liability

This Release of Liability (the “Release”) is entered into between City of Goodyear (“Goodyear”) and ImageTrend, LLC (“ImageTrend”) which is successor in interest to ImageTrend, Inc. (Each of Goodyear and ImageTrend is a Party, and together, the Parties.)

WHEREAS, Goodyear and ImageTrend, Inc. entered into a Professional Services Agreement, Contract # 18-4105-A9, Billing Bridge Fire & Recovery Management System and related amendments (the “Professional Services Agreement”) for the provision of revenue cycle management services; and

WHEREAS, the Professional Services Agreement required ImageTrend, Inc. to prepare claims for submission in a timely manner; and

WHEREAS, Goodyear provided a notice to cure to ImageTrend on or about April 17, 2024, and the parties subsequently met to review data and discuss the matter; and

WHEREAS, Goodyear sent a demand for payment dated December 19, 2024, requesting \$200,000 in compensation; and

WHEREAS, the Parties wish to resolve this matter and retain their existing relationship; and

NOW THEREFORE, the Parties agree as follows:

1. Goodyear releases ImageTrend, its affiliates, officers, directors, employees, agents and assigns from any and all claims, demands, causes of action or other liability relating to any claims which may arise out of or be related to the Professional Services Agreement.
2. This Release shall not be interpreted as an admission of liability or breach, nor shall it be used in any other matter for evidence of the same.
3. In consideration of the release set forth herein, ImageTrend agrees to pay to Goodyear \$168,000.00 in settlement of Goodyear’s claim of breach of the Professional Services Agreement.
4. The Parties agree to keep the terms of this Agreement confidential, except as require by law.
5. This Release is governed by and construed in accordance with the laws of the State of Minnesota.
6. This Release constitutes the entire understanding between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

City of Goodyear

ImageTrend, LLC

Signature:

Signature:

Print Name: Wynette Reed

Print Name:

Title: City Manager

Title:

Date:

Date:

Approved as to Form:

Signature:

Print Name: Roric Massey

Title: City Attorney

Date:

Attest:

Signature:

Print Name: Jasmine Pernicano

Title: City Clerk

Date:

ITEM #: 3.
DATE: 04/07/2025
AI #:2596



CITY COUNCIL ACTION REPORT

SUBJECT: FY2026 – FY2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND UNITED GOODYEAR FIREFIGHTERS LOCAL 4005

STAFF PRESENTER(S): Vicki Lackey, Deputy Director of Human Resources and Justin Fair, Deputy City Manager

SUMMARY

The existing Memorandum of Understanding (MOU) between the City of Goodyear (City) and United Goodyear Firefighters (UGFF) Local 4005 expires on June 30, 2025. In accordance with Goodyear City Code Article 3 Section 12-14, the Meet and Confer process was started. Staff has reached a tentative agreement with UGFF on a two-year term for the new MOU effective July 1, 2025 through June 30, 2027.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



SAFE &
VIBRANT
COMMUNITY



INNOVATIVE & HIGH
PERFORMING
ORGANIZATION

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2458 APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005 COMMENCING ON JULY 1, 2025 THROUGH JUNE 30, 2027. (Vicki Lackey, Deputy Human Resources Director and Justin Fair, Deputy City Manager)

FISCAL IMPACT

The ongoing cost to implement the MOU is estimated at \$2,539,000 for Year 1 and an additional \$1,426,100 for Year 2. This amount is within anticipated resources and will be included in the FY2026 City Manager's Recommended Budget.

BACKGROUND AND PREVIOUS ACTIONS

Article 3-12 of the Goodyear City Code outlines the process by which Sworn Police, Sworn Fire and eligible non-Sworn Fire Employees of the City of Goodyear and their designated representatives can Meet and Confer with the City Manager or designee relating to their wages, hours, benefits and working conditions. Negotiations between the City and UGFF, representing 151 fire safety full-time equivalent (FTE) positions, began in January 2025. After ten Meet and Confer sessions, a tentative agreement was reached and is incorporated into the new MOU, attached as Exhibit A, for Council

consideration.

STAFF ANALYSIS

The two-year agreement with UGFF is an investment in the City's high-performing and valued fire safety employees. The major components of the new MOU are as follows:

This agreement is for a two-year period, beginning July 1, 2025, through June 30, 2027

Year 1 (FY2026)

- Provides 3% market adjustment for eligible members
- Provides step increase to employees not at the max of their range
- 2% increase in city contribution in deferred compensation
- July 4, Thanksgiving, and Christmas premium holidays
- Increase Stand-by pay from \$2/hr to \$3/hr
- Increases to specialty pay for HazMat, Paramedic Preceptor, and Paramedic Certification
- Restructure longevity to Productivity Enhancement Pay
- Recognition of out-of-state service for vacation accruals
- Additional Local Day
- Codify current discipline/investigatory processes in MOU

Year 2 (FY2027)

- Provides 3.5% market adjustment for eligible members
- Provides step increase to employees not at the max of their range
- 1% increase in city contribution in deferred compensation
- Increase Stand-by pay from \$3/hr to \$4/hr
- Add 1 premium holiday – Labor Day

The Resolution 2025-2458 including Exhibit A "Memorandum of Understanding" are included as Attachment A.

Attachments

Attachment A - Resolution 2025-2458 with Exhibit A

RESOLUTION NO. 2025-2458

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005 COMMENCING JULY 1, 2025, AND EXPIRING ON JUNE 30, 2027.

WHEREAS, the City of Goodyear ("City"), through its management representatives, has met and conferred in good faith with United Goodyear Firefighters Local 4005 (UGFF);

WHEREAS, the representatives of the City and UGFF have exchanged information, opinions, and proposals on matters regarding wages, hours, benefits and other terms and conditions of employment for UGFF members;

WHEREAS, the City and UGFF representative have agreed on the term of a new Memorandum of Understanding to be July 1, 2025 through June 30, 2027; and

WHEREAS, The Mayor and the Council of the City of Goodyear are authorized to enter into a Memorandum of Understanding (MOU) as a result of the Tentative Agreement proposed through the Meet and Confer process.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. STATEMENT OF AUTHORITY

Article 3, Section 12-14(F) of the Goodyear City Code established that the City Council shall have sole discretion to accept or reject any proposal, recommendation, reports or offers that result from the Meet and Confer process. Final action by the Mayor and Council upon the issues raised during the Meet and Confer process will serve as the MOU for the following Budget year.

SECTION 2. MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF GOODYEAR AND THE UNITED FIREFIGHTERS LOCAL 4005, JULY 1, 2025, THROUGH JUNE 30, 2027.

The Mayor and Council of the City of Goodyear hereby approve the Memorandum of Understanding between the City of Goodyear and the United Goodyear Firefighters Local 4005 (UGFF), a copy of which is attached hereto as Exhibit A. The City Manager is hereby authorized to carry out the intent of this Resolution.

SECTION 3. PROVIDING FOR SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the Policies adopted herein by reference is for any reason held to be invalid or unconstitutional by the decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 7th day of April, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

MEMORANDUM OF UNDERSTANDING

JULY 1, 2025 THROUGH JUNE 30, 2027
(FY2026 and FY2027)



CITY OF GOODYEAR

AND



**UNITED GOODYEAR FIREFIGHTERS
LOCAL 4005
REPRESENTING
GOODYEAR FIREFIGHTERS**

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PREAMBLE

WHEREAS, the parties, through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, and working conditions of members comprising the United Goodyear Firefighters (the "Union"); and

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the city of Goodyear and/or the [City of Goodyear Policy and Administrative Guidelines Manual](#)¹;

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum of Understanding (MOU) to the City Council of the city of Goodyear with their joint recommendation that the Council resolve to adopt its terms and provisions.

¹ Where the [City of Goodyear Administrative Policy and Guideline Manual](#) is referenced, if the City makes any changes to the manual that affects this MOU, the original Policy or Guideline in effect at the time this MOU was finalized will remain in effect as intended.

² Items where Footnote ¹ is not applicable.

³ Unless otherwise delineated in this document, all articles are for both sworn and non-sworn members covered under the MOU.

DEFINITIONS:

- A. **Assignment Pay:** Rate of pay paid to members who, due to unique circumstances, are assigned work that is being performed on an ongoing basis and is distinctly separate from a member's primary position; or are responsible for the management of specific programs.
- B. **Base Pay Rate:** Rate of pay identified in the wage table, which denotes the members pay without specialty pay, assignment pay, or any other incentives.
- C. **Business Days:** Days in which the city of Goodyear is operating at full capacity and are within the scope of normal business hours. These do not include recognized holidays or weekends.
- D. **Constant Staffing:** The method by which the staffing of fire companies and other vacancies are filled on the normal operational roster that are created by all forms of leave.
- E. **Front Line Apparatus.** The definition of Front Line Apparatus shall be codified in Fire Department SOP for the term of the MOU.
- F. **Grievance:** A written allegation by a member or Union representative, submitted as herein specified, claiming specific violation(s) of the express terms of this MOU for which there is no Civil Service or other specific method of review provided by State or City law.
- G. **Grievant's Representative:** A member of the Union currently employed by the city.

- H. **Labor Relations Hours:** Hours donated by the membership to the Union to conduct bargaining unit business.
- I. **Lateral Firefighter:** Any full-time, professional firefighter who has successfully graduated from a regional fire academy and is currently working, or has worked within 1 year, on a regional unit as defined in the Phoenix Regional Automatic Aid System. Any full-time, professional firefighter from outside of the Phoenix Regional Automatic Aid System who qualifies for the Bridge Academy and is currently working, or has worked within 1 year with a qualified, professional fire department/district.
- J. **Merit Adjustment:** Salary increase based on meeting the standards of position which does not change the salary range (similar to a step increase).
- K. **Non-Prime Days:** Monday through Thursday, excluding holidays.
- L. **Prime Days:** Friday, Saturday, Sunday, and holidays.
- M. **Regular Rate of Pay:** Rate of pay identified in the wage table, plus specialty pay and assignment pay.
- N. **Special Event:** A mass gathering of people approved for EMS, hazardous materials, or fire suppression duty that is outside the normal fire department operational roster. These approved events require support in excess of frontline apparatus and occur in the city of Goodyear or other approved regional locations.
- O. **Scheduled Mandatory:** A day in which you are bid for a mandatory overtime shift.
- P. **Shift:** A scheduled period, on overtime or regularly scheduled, in which the member works for the Goodyear Fire Department in the role of an operational responder.
- Q. **Support Unit.** Units that are not front line and used in support roles. These units are not outfitted with SCBAs and turnouts nor regularly dispatched to fires and are not used for suppression activities. These units include non-sworn ambulances (medic unit), CR vehicles, and any other unit staffed with civilian employees or a combination of civilian and sworn employees
- R. **Training:** Any department approved class, course, seminar, webinar, symposium, conference, convention, or similarly assigned event in which you are a student, and the intended purpose of your attendance is to become educated on a topic.
- S. **Training Instructor:** Evaluator, instructor, or any other part of the cadre.

Article 1: Rights

Section 1-1. Gender

Whenever any words used herein are in the masculine, feminine or neutral, they will be construed as though they were also used in another gender in all cases where they would apply.

Section 1-2. Union Dues

- A. The City will deduct bi-weekly an amount for the purpose of Union Dues up to and including the following, Union Political Action Committee (PAC) dues and the Member Services Hardship Fund and Retirement Gift Fund. The Union leadership will be responsible for advising the city in writing of changes in dues. Dues will be deducted from members who have a form on file authorizing the city to deduct Union Dues. Deductions will be transmitted to the Union on a bi-weekly pay period basis. The City will, at the written request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum of Understanding (MOU). The City assumes no liability on account of any action taken pursuant to this paragraph.
1. In the event of any change in Union authorized deductions, it is the responsibility of the Union to provide that change with an effective date in writing to Human Resources.
 1. Members must provide an authorization form that initiates or terminates the deduction of dues.
 2. Ongoing changes to existing member deductions can be changed by written authorization from Union leadership. Requests for changes in the deduction amount will include the member's name, effective date, and amount.
 3. Submitted changes will be processed on the next available pay period.
 4. The Union will hold harmless the city of Goodyear and all its representatives with any claims associated with the deduction of dues.

Section 1-3. Members' Rights

- A. Member has the right to Union representation in all the following cases: investigations (witness or subject), disciplinary matters, bargaining unit negotiations, performance improvement plans, and any other legal matters pertaining to their role as a city employee.

Article 2: Investigatory and Disciplinary Procedures

Section 2-1. Disciplinary Procedure

A member under investigation or going through an investigatory process has the right to request Union representation.

- A. The Union representative can speak on behalf of the member. The Union representative is further entitled to:
1. Ask questions related to the matters under discussion at the meeting that will help the member tell their story.
 2. Make relevant remarks concerning such matters.
 3. State the Union's position on the matters discussed.
- B. The Union and Goodyear Fire Department have agreed to follow a progressive discipline process aimed at correcting work performance or behavior issues at the lowest level. The levels of discipline are:
1. Supervisory Counseling

2. Letter of Instruction
3. Disciplinary Probation
4. Suspension
5. Demotion
6. Termination

Steps may be skipped depending on the severity or frequency of the occurrence. The level of discipline issued will be determined by the following process:

- C. If a violation of Department or City policy occurs, or a performance issue occurs, the following steps will be taken by the Supervisor who observed or discovered the violation or performance issue.
 - 1) If this begins at the company officer level, the company officer will send an email through their chain of command that specifically outlines the issue(s) and/or violation(s).
 - 2) After evaluating the information for thoroughness, the Battalion Chief forwards all documentation to OCP LT for review.
 - OCP LT will review the documentation with Human Resources, and an investigator may be assigned as needed.
 - OCP LT sends an email back through the chain of command that specifically outlines the issue(s) and/or violation(s).
 - This email will be routed back to the Supervisor who initiated this process and will advise them whether an investigation will ensue.
 - 3) The Notice of Investigation will then be delivered to the member. Throughout the entirety of the discipline process, the member will always be afforded representation as prescribed in Article 1, Section 1-3 "Members Rights".
 - 4) The OCP LT Committee then evaluates the findings and makes a recommended level of discipline to the OCP Executive Committee.
 - If the OCP LT recommends the level of discipline to be lower than Supervisory Counseling, the member's supervisor will provide appropriate coaching documentation, and the discipline process will be considered concluded.
 - The Fire chief will make the final decision.
 - 5) Once the level of discipline has been determined, the appropriate Deputy Chief ensures the delivery of disciplinary paperwork to the employee with their assigned representative (or designee) present.
- D. A member has the right to access the grievance and appeal process in accordance with City Policy 830 Grievance and Appeals Guidelines. The policy ensures that employees have a formal avenue to address concerns related to workplace issues, disciplinary actions, or other employment matters.

Section 2-2. Investigatory Practices

- A. Complaints alleging criminal behavior on the part of the Member regardless of the source of information will be investigated.
 - a. For the purposes of this section, a third party does not include anyone who has firsthand knowledge of the incident resulting in the complaint.

- b. This section does not apply to the parent/guardian of a minor child.
 - c. Documented complaints that are corroborated with an affidavit of truthfulness within thirty (30) business days shall be classified as an incident. The involved member will be notified of the complaint per Item D of the MOU and is required to respond with acknowledgement by email or in writing on their next scheduled shift day.
 - d. Corroborated complaints that may lead to discipline will be inserted in to step 5 of the disciplinary process.
- B. All investigated complaints, including internally generated and externally generated, filed against a member will be completed within 120 business days. If the investigation is not completed in the allotted timeframe, the investigation will be dismissed and deemed unsubstantiated, except as outlined in subsection b. Internal complaints include those made by elected officials and City management.
 - a. The 120 business days starts when the member is served with the Notice of Investigation and is completed on the day the member is issued the findings of the investigation with the disciplinary action if applicable.
 - b. In the unlikely situation that more than 180 calendar days are required to complete the investigatory process, the Fire chief shall notify the member and the Union President in writing or in email of the need for additional time. The notice will state the projected completion date and the general nature of the reason(s) why the additional time is needed.
- C. The complaining party must sign a complaint form and sign an affidavit of truthfulness within 30 business days of the date when they knew of the improper conduct on the part of a member against whom they wish to file a complaint. If the complaining party fails or refuses to sign the affidavit, no complaint will be taken. If an investigation is undertaken, the member shall be notified of the identity of the complaining party and the context of the alleged complaint against the represented member.
 - a. The Department reserves the right to independently corroborate the information received from a complaining party even without a signed affidavit, providing it can do so without subjecting the involved member to an interview. If the Department is unable to corroborate the information, the matter will be dropped. If the Department independently discovers a policy violation, the Department may initiate an internal investigation.
 - b. Complaints alleging criminal behavior on the part of a member regardless of the source of the information will be investigated.
- D. Notice of Allegation. The members shall be notified in writing or by email within three (3) business days of a complaint, including internally generated and externally generated, is filed against them. Internal complaints include those made by elected officials and City management. The three (3) business days start once there is a signed affidavit from a complainant alleging a complaint, or in the absence of a signed affidavit, when the Fire chief calls for an internal investigation.
 - a. There may be situations where it is not possible or appropriate to notify the member within three (3) business days of a complaint being filed. In such situations, the Fire chief must document the reasons for delay and must ensure that notification is made as soon as reasonably possible.

- E. The use of a polygraph, or other truth verification equipment will not be authorized during the complaint process for a member. This equipment could be used by agencies other than the fire department during the investigation process.
- F. The level of discipline will abide by and follow the levels of disciplined as establish in City of Goodyear guideline 820. A determination of the level of discipline, considering the following but not limited to; aggravating charges, disciplinary history of the member, and the level of discipline given to other members with similar infractions. This determination will be made by the OCP leadership team, and a recommendation will be forwarded to the Executive OCP. Reasons for the level of discipline, including any deviation from these standards, will be explained in the disciplinary recommendation. Ultimately the Fire chief has the final decision on the level of discipline that the employee receives.
- G. Discipline served to a member will not be used to aggravate discipline beyond the following timeframes: 2 years from the date of issuance for non-punitive disciplinary outcomes (no diminishment in pay or benefits), 3 years from the date of issuance for punitive disciplinary outcomes (with diminishment in pay or benefits). Any exception to this time frame shall occur only at the direction of the Fire chief and a written explanation will be provided to the affected member and their representative.
- H. Review Period – When an investigation is completed the member will be notified and allowed three (3) business days to review the findings and evidence.
 - a. After the review period is complete the member will have three (3) business days to submit a written response. The response period will start when the review period ends. The investigation findings, conclusions, or recommendations will not be recorded or documented until the review period has concluded.
 - b. The member can review the completed findings and evidence of their investigation with their Union Representative at the place of business for the HR Department, or any other approved location.
 - c. If the employee chooses not to review the investigation, their declination will be made in writing or by email to the assigned investigator. This declination will be maintained as part of the concluded investigation.
- I. Subject or witness interviews conducted with members, including fact-finding interviews to determine if policy violations have occurred, may be audio recorded. The member, at their request, may have the interview recorded. No party may record without the knowledge of the other party.
- J. If the Fire chief determines that it is not in the best interest of the City or the member, the investigation may be administered by another entity; this does not prohibit the Human Resource Department from participating in the process by assigning a liaison to the investigation.
 - a. All investigations involving members will be conducted in accordance with the MOU.
 - b. In situations involving an Equal Employment Opportunity (EEO) based complaint, the investigation will be coordinated in conjunction with the Human Resource Director.
- K. A member identified as only a witness in a Goodyear Fire Department investigation will have a right to a Union Representative.

- L. Any public information request made by a third party, elected officials, staff, and/or any and all requestors regarding a member's personnel file, personal information, medical records, or workers comp information shall be notified of the request within three (3) business days of the date it became known to the City and/or Department. The member will be notified by the City Clerk's office.

Article 3: Grievance and Mediation

For grievances on conditions not identified within this MOU, the City Grievance Procedures, as outlined in [Goodyear Administrative Policy](#), shall be used after attempted reconciliation through the Pre-grievance Resolution Process. The parties may, by mutual agreement, extend any of the time periods established in this MOU or Goodyear Administrative Guideline.

Section 3-1. Grievance Procedures

A grievance may be submitted, by an individual or their Union representative, identifying a condition that impacts them personally, or by a Union representative on issues that impact a group of people or a situation that cannot be resolved by the Fire chief.

A member filing a grievance, has the right to request Union representation.

- A. The Union representative can speak on behalf of the member. The Union representative is further entitled to:
 - 1. Ask questions related to the matters under discussion at the meeting that will help the member tell their story.
 - 2. Make relevant remarks concerning such matters.
 - 3. State the Union's position on the matters discussed.
- B. City will follow its own policy for the grievance process where undefined within the MOU.

Section 3-2. Pre-Grievance Resolution Process

- A. It is the responsibility of the member who believes that they have a legitimate complaint concerning their working conditions (excluding pay issues) to promptly inform and discuss it with their immediate supervisor in order to, in a good faith endeavor, clarify the matter expeditiously and informally at the member-immediate supervisor level. It is the responsibility of the immediate supervisor to ensure communication through the appropriate chain-of-command, to allow for resolution of the issue at the lowest possible level. If these informal steps do not resolve the issue, then the issue will be inserted into the pre-grievance advisory resolution process described below.
 - 1. Notification is made to the resolution workgroup in writing by either the complainant or the Union Representative.
 - 1. This workgroup shall consist of a Union Representative and a Deputy Chief.
 - i. This workgroup is meant to be an advisory group to place the issue in the appropriate Organizational Collaborative Process (OCP) subcommittee or in the case that an issue does not fit within the purview of the established OCP

subcommittees, they can insert the issue directly into the OCP Leadership Team.

2. It is the responsibility of the Deputy Chief to notify the Human Resources Business Partner (HRBP) of the issue.
2. The issue will work through the established OCP flow path, ending with the Executive Committee of the OCP.
 1. The Fire chief will provide the Executive Committee with a written response within seven (7) business days from the date of the Executive Committee Meeting.
- B. In instances of the Union representative filing the grievance (on behalf of a group of members), the Union representative will work with the Fire chief to determine the appropriate place to begin the informal resolution process.
- C. If the Pre-grievance Resolution Process does not resolve the issue to the member's or Union representative's satisfaction, and if the complaint constitutes a grievance, the member or the Union has the right to file a formal grievance with the Fire chief within twelve (12) business days after receiving the Fire chief's written response.
 1. If related to issues outside the MOU, (i.e. city policies or department policies) the city's grievance guideline will be followed by submitting the written grievance to the Fire chief, who will within three (3) business days submit the grievance and the findings of the pre-grievance process directly to the Deputy City Manager. This submission represents the last level of the chain of command within the Fire Department under Step Two (2) of [Goodyear Administrative Guideline #830](#).
 1. It is the responsibility of the Fire chief to notify the HRBP, the grievant and the grievant's representative, of the date of submission.

Section 3-3. Formal Resolution

- A. **Time Limits:** Failure of departmental representatives to comply with time limits specified throughout the grievance process shall entitle the grievant to appeal to the next level of review. Failure of the grievant to comply with said time limits shall constitute abandonment of the grievance. Parties to the grievance may, by mutual agreement, extend the time limits.
- B. The formal grievance procedure is as follows:

Step 1

- A. The grievant, their representative, or the Union on behalf of a group of members shall submit the findings of the Pre-grievance Resolution Process to the Fire chief within twelve (12) business days of receipt of the final determination of the Pre-grievance Resolution Process.
- B. Within three (3) business days of having received the written grievance; the Fire chief shall submit the written grievance and the findings of the pre-grievance process to the Deputy City Manager, the HRBP, and notify the grievant and the grievant's representative, of the date of submission.

Step 2

- A. Within five (5) business days of having received the written grievance, the Deputy City Manager shall hold a meeting to review the written grievance with the grievant and their Union representative. This meeting may be cancelled by mutual agreement. The Deputy City Manager has an additional five (5) business days to gather information, if necessary, to deliver the written response to the grievant, Union representative, and the Fire chief. This is the final step for grievances initiated by the Union. If no resolution is reached, then the Union can submit their request to go to mediation.

Section 3-4. Mediation Procedures

If mediation is initiated, then Department management and the grievant, or their designated representatives shall agree on a mediator. If they are unable to agree on a mediator within five (5) business days, either party may request the Federal Mediation and Conciliation Service (FMCS) to submit to them a list of five (5) mediators who have had experience in the public sector. The parties shall, within five (5) business days of the receipt of said list, select the mediator by alternately striking names from said list until one name remains. Such person shall then become the mediator. The mediator selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- A. The mediator shall neither add to, nor detract from/modify the language of the MOU or of Department rules and regulations in considering any issue properly before them.
- B. The mediator shall expressly confine themselves to the precise issues submitted to them and shall have no authority to consider any other issue not submitted to them.
- C. The mediator shall be bound by applicable State and City law.
- D. The mediator shall within fifteen (15) business days from the close of the mediation hearing submit their findings and advisory recommendations to the grievant and the City Manager, or their designated representatives.
 - 1. If an extension of time is required, both parties must agree.
- E. The costs of the mediator and any other mutually incurred costs shall be borne equally by the City and the Union.
- F. In advance of the mediation meetings, the mediator will establish the rules of the proceedings.

Article 4: Organizational Collaborative Process (OCP)

Section 4-1. OCP Executive Committee

- A. There shall be an OCP Executive Committee that consists of two (2) co-chairs: the Fire chief and the President of the Union, four (4) senior advisors: the Deputy Fire chiefs and the Principal Officers of the Executive Board of the Union. The meeting shall be held monthly and at other mutually agreed upon times as deemed necessary.

Section 4-2. OCP Committees and Subcommittees

- A. There shall be OCP Committees and subcommittees empaneled. The creation and purview of each committee shall be determined through consensus of the OCP Executive Committee. The purpose of these committees is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of new fire department programs and/or substantial modifications of existing fire department programs that will have an impact on work schedules or duties of the members.
- B. The OCP Executive Committee is co-chaired by the Fire chief and the President of the Union. The OCP Leadership Team is co-chaired by two (2) Union representatives and two (2) Deputy Fire chiefs. Each subcommittee shall be co-chaired by one (1) member of management and one (1) Union representative. The management co-chair shall be appointed by the Fire chief. The Union co-chair shall be appointed by the President of the Union.
- C. The subcommittees and the OCP Leadership Team shall meet monthly at mutually scheduled times, and at any other mutually agreed upon times.
- D. The Executive Committee may, if it deems proper, suggest recommendations to the City Manager through the Fire chief for their consideration and determination.
 - 1. If the new program is approved and results in a new assignment or specialty, the compensation for that assignment or specialty will be determined through a market analysis completed by Human Resources and a recommendation from the Union and city management. The results will be added as an addendum to the current MOU.
- E. The OCP shall review and work together on any changes to Fire Department Operational Policies and/or any of the following but not limited to: promotional examination processes, hiring process, termination process, asset deployment decisions, personnel issues, station bidding processes, special events, and any and all policies as agreed. In case of a split or disagreement between members of the Executive Committee, the Fire chief will have final decision-making authority.

Section 4-3. Union-City Management Forum

- A. There shall be a Union-City Management Forum consisting of the City Manager, Deputy City Manager, Human Resources Director, the senior staff of the Fire Department, and the Principal Officers of the Union.
- B. The purpose of the Forum is to facilitate improved labor-management relationships by providing a venue for the free discussion of concerns and issues.
- C. The Forum shall meet quarterly at mutually scheduled times, and at any other mutually agreed upon times.
- D. The Chairperson of the Committee shall reside with the Fire chief. The members shall, in advance of a meeting, provide the Meeting's Chairperson with proposed agenda items, and the Chairperson shall provide the members with the meeting agenda in advance of the meeting.

Section 4-4. Attendance at Meetings

- A. It is the mutually agreed upon intent to conduct meetings as scheduled. Co-chairs and invitees on duty shall be permitted to attend Committee meetings. Attendance by Committee co-chairs shall not disrupt normal Fire Department operations as agreed to by the Operations Deputy Chief and the President of the Union or the designee. The fire chief will have final determination.
- B. Subcommittee and Committee Co-chairs shall be compensated for off-duty attendance and work performed outside of the Committee in collaboration with a management co-chair. The subject matter experts (SME), as approved by the fire chief, will be compensated on an as needed basis.
- C. Committee participation is voluntary, off-duty personnel in attendance are not compensated by the city.

Article 5: Layoffs

This section shall supersede [Goodyear Administrative Guideline #360](#) in relation to the layoff of members covered by this MOU. This provision does not apply to employees of the Fire Department who are not subject to this MOU, and the City Manager retains sole authority to implement layoffs and allocate positions subject to layoff throughout the organization.

The City Manager may lay off a member due to shortage of funds, curtailment of work, abolition of position, a material change in duties, or other reasons given by the City Manager. The conditions of a reduction in force (layoff) shall be as follows:

- A. **Notification of Layoff or Pending Layoff:** The City Manager or designee will notify a member of a pending layoff, in writing, at least thirty (30) calendar days prior to the effective date of the layoff.
- B. **Order of Separation:** When determining the order of separation for a layoff, the City Manager will consider the following factors in order of priority:
 - 1. Employment Status: Elimination of part-time and temporary employee positions will be considered prior to laying off full-time regular status members, except to the extent that the City Manager determines they are necessary for seasonal programs, grant funded positions, public safety, or otherwise fill a position deemed critical by the City Manager. The ending of a temporary assignment due to budget constraints is not considered a layoff.
 - 2. Reverse Absolute Seniority: After employment status has been considered, length of service, based on reverse absolute seniority will be used to determine the order of layoffs.
- C. **Layoff Eligibility List:** Names of former regular service employees who were separated from the City service by layoff or reassignment to a lower classification in lieu of layoff shall be placed on the City's layoff eligibility list, unless the City Manager or designee is notified that they are no longer interested in employment with the City.

- D. **Re-employment of Employees on Layoff Eligibility List:** The goal of the City is to reinstate all employees on the Layoff Eligibility List if possible while also providing current regular full-time members the opportunity to compete for other opportunities within the City as vacancies occur.
1. Each vacancy will be evaluated to determine if the position will be filled. While a Layoff Eligibility List is in existence, approved recruitments will not be filled in accordance with [Goodyear Administration Guideline #320](#), but will be filled as follows:
 1. Laid off members can be re-employed up to eighteen (18) months based on absolute seniority.
 2. From eighteen (18) to twenty-four (24) months members can be re-employed based on absolute seniority points which will be awarded through an agreed upon labor management interview process.
 3. External Recruitment: Recruitments will only be advertised externally if the approved vacancy is not filled through the process listed above.
- E. **Status of Re-employed Laid-off Employees:** If a laid off member is re-hired, the member shall return to regular status in the pay grade of the new position if rehired outside of their prior City position. Member starting rates of pay will be determined in accordance with [Goodyear Policy #200](#).

Article 6: Labor Relations Time

- A. **Negotiation Time:** The City will allow city paid time for up to a maximum of five (5) members to be used for participation in negotiations at the negotiation table.
- B. **Representation Time:** Time used by Union representatives, not charged to the Labor Relations bank, for the purposes of representing members in the following circumstances:
- a. Disciplinary issues
 - b. Investigatory processes
 - c. Grievances and appeals
- C. The city will provide, for a maximum of two pay periods, one member of the Executive Board to serve as an Implementation Liaison. The Implementation Liaison will work with City and Department leadership to ensure the pay, benefits, and operational components of this MOU are addressed.
- D. **Conference & Events:** The City recognizes the below events as providing a mutual benefit to both the city, the community and the Union. Due to this mutual benefit, the City will provide City Business to three (3) Executive Board members, or their designees, to attend these events. The City Business time shall apply to the travel days and scheduled conference/educational days in keeping with the City's travel policy. The members will be selected by the Union President. Any other educational opportunities or events which may arise and has a mutual benefit, the Fire chief will determine if this benefit should be extended to that instance.
- a. 10th District Partnership Education Program;
 - b. IAFF Convention, Professional Fire Fighters of Arizona Convention

- c. The Fallen Firefighters Memorial.
- d. Strive for Excellence Leadership Symposium
- e. International Fire Service Cancer Symposium

E. **City Business:** The Goodyear community benefits from harmonious and cooperative relationships between the city and its employees. The Union plays an important role furthering this relationship and ultimately improving service to the city and its citizens.

- a. The Goodyear City Council has determined that there are specific activities that confer a public benefit for which Union members may be released to perform these activities at their regular rates of compensation as part of their city business (hereinafter referred to as "City Business Time"). Accordingly, the city and the Union have negotiated this time as part of an entire compensation package for unit employees. These bargained-for rights will promote and improve enhanced service delivery models and public safety, save the taxpayers money, and provide other tangible benefits to the City's residents.
- b. The city has determined there are activities that confer a public benefit for which members of the Union should be released from their official duties on an as needed basis to perform. The City and the Union acknowledge that Union members will receive City Business Time for the time spent performing the following activities:
 - Attend trainings that have been authorized and stated in this document.
 - Attend meetings to facilitate communication between employees and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.
- c. In order to ensure City resources are well coordinated, upon the direction of the City of Goodyear and consent of IAFF Local 4005, Authorized Employees will participate in various City committees, labor management meetings, or labor management work groups as a member of the committee or group.
- d. Representation in grievance or investigatory or disciplinary proceedings involving bargaining unit members.
- e. Bargaining and negotiations on any matters deemed to be a mandatory subject of bargaining.
- f. Represent employees involved in critical incidents at the time of incident.

F. Union representatives may attend to any other union activity, such as gathering information, interviewing the grievant or witnesses, attending a union meeting, or preparing a presentation during duty hours by using the Bank of Donated Leave as described in G.

G. **Labor Relations Banked Hours:** A bank of donated hours used for Union activities other than those listed above in C and D. Each calendar year, in the month of January, floating holidays for each member will automatically be donated to the Labor Relations Bank. The labor relations bank will have a soft cap of 2,912 hours. Donations of the floating holiday to the bank may exceed 2,912 hours with the donation of the floating holiday. All other donations will be suspended if the bank exceeds 2,912 hours due to the floating holiday donation. Members of the Union may also donate their vacation hours to this bank throughout the

calendar year. The Union will be responsible for communicating with members regarding donations.

Vacation Donation Parameters:

- a. Donating members must maintain a minimum of twenty-four (24) hours in their personal vacation account at the time of vacation hour donation.
- b. Unit members donating vacation must have used or are scheduled to use at least forty-eight (48) hours of vacation in the current calendar year.
- c. Vacation hours due to be lost by members exceeding carryover limits and payouts will be automatically donated to the Labor Relations Bank.
- d. Vacancies will be backfilled in accordance with Constant Staffing Policy.

The city will grant access to the Union to manage the donated Labor Relations Bank.

Article 7: Wages and Compensation

Effective Dates: All wages and compensation increases will be effective the first pay period including July 1st. Respectively, June 22, 2025 and June 21, 2026.

Section 7-1. Base Pay

- A. **FY2026, Year 1:** A market adjustment of three percent (3%) will be applied to the salary schedule. Eligible members, except for members at the maximum of their salary range, will receive their scheduled step increase (See Appendix “A” for detail).
- B. **FY2027, Year 2:** A market adjustment of three and a half (3.5%) will be applied to the salary schedule. Eligible members, except for members at the maximum of their salary range, will receive their scheduled step increase (See Appendix “A” for detail).
 - a. If the market adjustment (pay and deferred compensation) for non-represented members in FY2026 exceeds four and a half percent (4.5%), the market adjustment will be commensurate.

Section 7-2. Holidays and Holiday Compensation²

- A. **Working Holidays:** Members who are scheduled to work a city holiday (actual Holiday on the calendar at the start of shift on the holiday to the end of shift on the following day, not the day observed by the city if different) will receive one and one-half (1½) times their regular rate of pay for actual hours worked on a regular holiday in addition to holiday pay.
- B. **Premium Working Holidays:** Members who are scheduled to work a city holiday (actual Holiday on the calendar at the start of shift on the holiday to the end of shift on the following day, not the day observed by the city if different) will receive two times the regular rate of pay for actual hours worked for a premium holiday in addition to holiday pay.
 - 1. New Year's Day
 - 2. Martin Luther King Day
 - 3. President's Day
 - 4. Memorial Day
 - 5. Juneteenth
 - 6. Independence Day*
 - 7. Labor Day**
 - 8. Veteran's Day
 - 9. Thanksgiving Day*
 - 10. Friday after Thanksgiving Day

11. Christmas Day*

*Premium holiday in FY2026 and FY2027

**Premium holiday in FY2027

- C. **Holiday Pay:** All employees on a 56-hour schedule (sworn and non-sworn) will be compensated for City recognized holidays. Compensation shall consist of fourteen (14) hours at the regular rate of pay for each City Observed Holiday. The holiday will be paid on the pay period the actual Holiday falls in. This excludes the fourteen (14) floating holiday hours donated to the LR Bank annually.
1. Employees may elect vacation time in lieu of compensation for recognized holidays. This election must be done annually and in whole per calendar year. If no election is made, the default is for the employee to be paid for recognized holidays.
 1. Annual election will be administered by Human Resources. Election schedule will coincide with the annual vacation cash processes.
- D. All regular full-time employees on a 40-hour schedule (sworn and non-sworn) in active pay status on the day a holiday is observed will receive an amount equivalent to ten (10) hours at the regular rate of pay. The holiday will be paid on the pay period the actual Holiday falls in. This excludes the ten (10) floating holiday hours donated to the LR Bank annually.

Section 7-3. Local Days (LD)

- A. Each authorized member will receive Local Days (LD) equal to three (3) twenty-four (24) hour periods [seventy-two (72) hours] per fiscal year.
1. Bidding will be done by absolute seniority, with the first twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member, then;
 2. Bidding will be done by absolute seniority, with the second twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member.
 3. Bidding will be done by absolute seniority, with the third twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member.
 4. Members will be permitted to bid on non-prime days only, and there shall be no more than two (2) members permitted to be on a Local Day per shift. Local Day bidding shall not constitute the equivalent of a vacation day and will not impact the vacation day formula.
 5. If a member requires a rebid, based on shift movement, injury, or any other department related reason, they will be permitted to rebid to a day that does not have a full Local Day allotment. If none are available, they will be permitted to bid as a third Local Day allotment, or a prime day, based upon the discretion and approval of the Deployment sub-committee.
- B. To be eligible, the member must be in an authorized fifty-six (56) hour hourly position.
1. The intent is to provide three (3) twenty-four (24) hour shifts for a total of seventy-two (72) hour LD's per authorized fifty-six (56) hour position.
 2. Members who are assigned to a fifty-six (56) hour position no later than the first day of the first full pay period in July will qualify for a Local Day in that fiscal year. Fifty-six (56) hour members on light duty, training assignments, or special assignments will qualify.
- C. Local Day's will not rollover, cannot be traded, nor can the benefit be used in part [all twenty-four (24) hours must be used at once for all bid days]. Members cannot work for the city of Goodyear on their Local Days. Local Days are subject to the Catastrophic Staffing Plan. If the

Catastrophic Staffing Plan requires the cancellation of Local Days, they will be rescheduled in that fiscal year. If they are unable to be rescheduled, then the member will be credited with twenty-four (24) hours of vacation per each cancellation.

Section 7-4. Hours Worked

- A. Members authorized to work in excess of their regularly scheduled shift will receive overtime in the amount of one and one-half times (1½) their regular rate of pay. All leave categories, except for off-duty industrial injury appointments, compensatory time leave, and unpaid administrative leave shall be counted as hours worked for the purposes of calculating overtime.
- B. A maximum of forty-eight (48) -hours of compensatory time per calendar year may be used as hours worked for the purposes of calculating overtime.

Section 7-5. Two Hour Minimum

- A. Members will receive a minimum of two (2) hours pay when called in for working outside of their regular schedule. Holding over will not qualify for the two-hour minimum pay.
- B. When a member is called in for a mandatory overtime shift, their compensated time begins two hours prior to their arrival at their mandatory assigned station.
- C. Members who are called in for an overtime shift in which they are signed up (voluntary overtime), shall not qualify for compensated time exceeding their arrival at their assigned overtime station.

Section 7-6. Acting Out-of-Class Pay (Sworn Only)

- A. Members will be paid for temporarily working out of his/her assigned classification for any time worked. Members shall receive Acting Pay at the entry step of the position in which they are acting. Members must follow department policy to qualify for and maintain their ability to receive Acting Out-of-Class Pay.

Section 7-7. Forty (40) Hour Overtime Rate (Sworn Only)

- A. The forty (40) hour overtime rate of pay will be applied with the exclusion of constant staffing, wildland staffing, training scheduled on shift, and any supplemental apparatus to be employed on the normal operational roster in an effort to mitigate surges and expand capacity.
 - 1. Members will be compensated at the 40-hour rate of pay either on straight time or on overtime for non-suppression activities or assignments, unless otherwise specified. (Members in a fire suppression or a fire suppression support role as defined by the FLSA and or applicable case law will be compensated at the 56-hour rate.)

Section 7-8. Overtime Day Rate for Non-Sworn Shift Members (Non-Sworn)

- A. The overtime day rate of pay (non-sworn day rate multiplied by 1.5) will be applied with the exclusion of constant staffing, training scheduled on shift, and any supplemental apparatus to be employed on the normal operational roster in an effort to mitigate surges and expand capacity.

Section 7-9. Deferred Compensation Contribution

- A. FY2026: The City shall provide a deferred compensation contribution of four percent (4%) of the member's gross pay per pay period to Unit Member's 401a Plan. Members must contribute a minimum of one and one-quarter percent (1.25%) of their gross pay per pay period to their 457 to be eligible for the City's 401a contribution.
- B. FY2027: The City shall provide a deferred compensation contribution of five percent (5%) of the member's gross pay per pay period to Unit Member's 401a Plan. Members must contribute a minimum of one and one-quarter percent (1.25%) of their gross pay per pay period to their 457 to be eligible for the City's 401a contribution.

Section 7-10. Specialty Pay

- A. Members shall receive specific Specialty Pay for successfully completing all the required training and securing the following appropriate state or national certifications to utilize this training.
- B. All Specialty Pay items listed below are counted as wages for the purpose of calculating a member's regular rate of pay for overtime purposes. The following rates of pay are for members assigned to a 56-hour schedule. When a member is on a 40-hour schedule, their applicable rate can be found in the "Specialty Pay" table below.
 - 1. Hazardous Material Technician (HazMat) (Sworn only): When a member secures the proper certification and is authorized as a Hazardous Material Technician the member's wages shall be supplemented by payment of an additional hourly wage of \$1.40 per hour. The process by which a member becomes an authorized technician and the minimum number/make-up of technicians shall be codified in Fire Department SOP for the term of the MOU.
 - 2. Paramedic Certification (Sworn only): When a member secures the proper certification and is authorized necessary as a Paramedic the member's wages shall be supplemented by payment of an additional hourly wage of \$3.40 per hour. The process by which a member becomes an authorized Paramedic and the number/make-up of Paramedics shall be codified in Fire Department SOP for the term of the MOU.
 - 3. Paramedic Preceptor: When a member is qualified and is performing the duties of a Paramedic Preceptor, the member's wages shall be supplemented by payment of an additional hourly wage of \$1.40 per hour. Specialty pay for Paramedic Preceptors is only applied when actively performing the duties.
 - 4. Bilingual Pay: Members who are required to speak, interpret, read and write in a language other than English including American Sign Language (ASL) and pass the examination will receive \$0.95 per hour added to their regular rate of pay and members who are required to speak and interpret in a language other than English including American Sign Language (ASL) and pass the examination will receive \$0.55 per hour added to their regular rate of pay.
 - 5. Special Assignments Unit (SAU) Paramedic: Members who have been selected, in coordination with the Goodyear Police Department, to fill the role of SAU paramedic will have their wages supplemented by payment of an additionally hourly wage of \$2.04 per hour.

Specialty Pay

Specialty Pay	56-hour Schedule	40-hour Schedule
Paramedic	\$3.40/hr	\$4.99/hr
HazMat	\$1.40/hr	\$2.06/hr
SAU Paramedic	\$2.04/hr	\$3.00/hr
Preceptor	\$1.40/hr	\$2.06/hr

Section 7-11. Assignment Pay

- A. Members approved for Assignment Pay will receive a five percent (5%) increase to their regular rate of pay for their first assignment for the period the member is performing the special assignment. Members approved for a second and concurrent assignment will receive an additional 2.5% (total of 7.5%). Members serve in special assignments at the discretion of the Fire chief and the removal of a member from a special assignment is not an adverse employment decision that is subject to grievance and/or appeal. Furthermore, the removal, does not qualify as a punitive disciplinary outcome as defined in Article 2, Section 2-2, Item G of this MOU. The process for qualifying for and maintaining the following assignments will be identified in Fire Department SOP. The maximum amount of assignment pay is 7.5% regardless of the number of assignments. These assignments will receive assignment pay:
1. Fire Investigators
 2. Threat Liaison Officers (TLO)
 3. HAZMAT Program Manager
 4. EMS Program Manager
 5. Battalion Safety Officer (BSO) (maximum 6)
 6. Wildland Program Manager
- B. Day Assignments. Any members that transition from a 56-hour schedule to a 40-hour schedule for the purposes of fulfilling the positions and training listed below will receive a 7.5% pay adjustment. Other unanticipated positions that would otherwise qualify may be approved for the pay adjustment by the fire chief. The pay assignments include, but are not limited to:
1. Emergency Medical Services Captain (EMS)
 2. Training Captain
 3. Health & Safety Officer (HSO)
 4. Community Response Firefighter(s)
 5. Recruit Training Officer(s)
 6. Recruit Mentor(s)
 7. Public Information Officer (PIO)
 8. Paramedic Student
 9. Hazmat Student

Section 7-12. Standby Pay

- A. When members are scheduled for Standby and expected to abide by Standby rules as defined by City Policy, they will receive Standby Pay of \$3.00 per hour in FY2026 and \$4.00 in FY2027.

1. Members will receive twenty-four (24) hours of Standby Pay for their bid, scheduled mandatory overtime assignments, until called back. Upon call back, hours worked will apply.
- B. Assignment Pay is not in lieu of Standby Pay.

Article 8: Hours of Work / Working Conditions

Section 8-1. Hours of Work

- A. The daily work hours and weekly shift schedule of members will be determined by the Fire chief and will comprise work shifts of 48/96. This will not be a guarantee of any minimum number of hours.
- B. Should the Department discontinue shifts of 48/96 on a member wide basis, the Union and the effected members will be given sixty (60) calendar days written notice prior to taking such action and after the Department has demonstrated to the Union a business related need to eliminate shifts of 48/96 on a member wide basis. The Fire chief shall retain the final authority regarding changes to shift schedules.

Section 8-2. Alternative Work Schedule

- A. It is the understanding of both the City Manager and members that due to the duties and responsibilities of sworn positions that the need for emergency services in which traditional work schedules and hours may not apply.
- B. The work hours and schedule of members assigned to forty (40) hour assignments and all other members assigned to alternative/specialty assignments shall be at the discretion of the Fire chief or designee.

Article 9: Alcohol and Drug Testing

- A. Union members are subject to post accident testing only by reasonable cause due to signs or symptoms of impairment. Any signs of impairment will be observed and determined by a drug recognition expert on the scene of the accident. Other drug and alcohol testing will be done in compliance with the Reasonable Suspicion Testing process in [Goodyear Administrative Guideline #1020](#).

Article 10: Benefits

Section 10-1. Bereavement Leave²

- A. A member may be authorized to use up to two (2) days (not to exceed 48 hours) of City-paid funeral leave per occurrence to attend the funeral of an immediate family member. Two (2) additional days (not to exceed 48 hours) will be given for funerals requiring out of state travel. The definition of immediate family members is contained in City Administrative Guideline #10.

- B. A member may be authorized to use up to one (1) day (not to exceed 24 hours) of City paid funeral leave per occurrence to attend the funeral of any member of the members extended family. This day may only be utilized on the date of burial or memorial service. If additional time is needed, vacation leave may be used to extend funeral leave.

Section 10-2. Sick Leave Payout upon Separation

- A. Members with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated for accrued sick leave up to a maximum of 240-hours (336 hours for fifty-six (56) hour sworn members) upon separation.
- B. Members with a minimum of ten (10) years of continuous service with the City shall be compensated for accrued sick time up to a maximum of four hundred-eighty (480) hours of accrued sick leave for forty (40) hour work week members and accrued sick time up to a maximum of six hundred-seventy-two (672) hours for fifty-six (56) hour work week members upon separation. Members may elect to receive compensation in cash or to defer compensation to the maximum allowable IRS guidelines.

Sworn 40-hr	Non-Sworn	Sworn 56
480 hours	480 hours	672 hours

C. **Sick Leave Conversion Upon Retirement or Disability Separation**

1. Full-time members who officially retire through PSPRS, ASRS or members who separate employment due to disability retirement will receive the following amount of sick leave balance that is above the noted threshold paid out in a cash out or deposited in a deferred compensation account up to the maximum IRS allowable amount at the time of termination at the current regular hourly wage amount. Anything in excess of the IRS limit will be cashed out. The following table represents the amount of sick leave that may be converted:

Years of Service	Percent of Sick Leave Balance above hours to be cashed out
8 years	25%
10 years	35%
15 years	50%
20 years	75%

Members who involuntarily separate employment or do not meet these eligibility requirements will not receive any sick cash out above the prescribed rates in Section 10-2.B.

- D. Members who do not meet these eligibility requirements will not receive any sick leave payout at the time of termination, and they forfeit all unused sick time.

Section 10-3. Off-Duty Industrial Injury Appointments

- A. Members will be permitted to attend off-duty industrial injury appointments on their days off and will be compensated for a maximum of two (2) hours per visit. These hours do not count as hours worked for the purposes of calculating overtime.

Section 10-4. Uniform Allowance

- A. Members will be paid a uniform allowance of \$370, four (4) times a year.
 - 1. Uniform allowance is for Class A, B, and C uniform items as defined in the Goodyear Fire Department uniform policy.
 - 2. The Uniform Allowance is also intended for any equipment or maintenance of equipment beyond department issued PPE and used to maintain a continuity of service.
- B. All newly sworn Goodyear Firefighters will receive a start up allowance in the amount of \$1,000. All non-sworn new employees will receive a start up allowance in the amount of \$500.

Section 10-5. Mileage Reimbursement

- A. Members that are assigned for movement from station to station, or from any other designated workplace to another within their shift will be reimbursed or compensated for the mileage if their personal vehicle is used. The current GSA mileage rate will be applied.
- B. Members attending and using their personal vehicles for approved training, conferences, or specialty schools outside of the city limits will be reimbursed at the current GSA mileage rate. Mileage will be determined based upon Goodyear City Hall as the starting point.

Section 10-6. Productivity Enhancement Pay

- A. This provision shall supersede Goodyear Administrative Policy #200 regarding longevity pay for members subject to this MOU for the term of this agreement.
- B. The completed years of service will be measured as of December 1st. However, the OT calculation will be calculated beginning on November 1 and ending on October 31. Productivity Enhancement Pay will be paid annually on the first pay date in December.
- C. Productivity Enhancement Pay will be calculated at a rate of 2.5% of base pay for 1 through 9 years of completed years of full-time service with the City of Goodyear, and at 5% of base pay for 10 years of completed years of full-time service and beyond. (see Appendix C – Sworn; Appendix D – Non-Sworn).
- D. A member MUST be actively employed at the time Productivity Enhancement checks are issued to be eligible. Payment of Productivity Enhancement pay is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes. Members may elect to defer Productivity Enhancement pay to their 457 accounts to the IRS allowable maximum.

Section 10-7. Vacation Cash-in

- A. Members shall be allowed to cash in up to fifty-six (56) hours of accrued vacation leave, one time a year as determined by the City, as long as they maintain a vacation balance of seventy-two (72) hours after the vacation leave is paid out and have taken at least forty-eight (48) hours of vacation leave between November 1 of the preceding calendar year and October 31 of the current calendar year. Payment of vacation cash-in is considered supplemental

wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes. Members may elect to defer vacation pay to their 401a accounts to the IRS allowable maximum.

*Note** Vacation cash-in pension eligibility is determined by PSPRS Guidelines.*

Section 10-8. Vacation and Sick Accrual

Years of Service	Accrual Rate	
	Non-Sworn and Sworn on a 56-hour Schedule	Sworn and Non-Sworn on 40-hr Schedule
0 < 5	6.65	4.75
5 < 10	7.92	5.6571
10 < 15	9.12	6.5143
15 < 21	10.38	7.4143
21+	10.81	7.7214

- A. Sick leave accrual for 56-hour personnel will be 6.06 hours per pay period. 40-hour personnel will accrue 3.70 hours per pay period.
- B. Members who exceed the maximum carryover of 456-hours can elect to defer payment to their 401a accounts to the IRS allowable maximum.
- C. First year members will have their vacation and sick time accruals loaded in their Vacation and Sick Pay Banks at the 56-hour accrual rate during the first pay period and will be available for use immediately.
 - a. There will not be any subsequent accruals during the first year of service.
 - b. Lateral Firefighters will accrue and have their vacation front loaded based on their qualified years of service.
- D. Any member covered under the MOU who is hired into a full-time 40-hour position will be front-loaded at the 40-hour accrual rate.
- E. If a new employee leaves within the first year where vacation or sick pay has been front-loaded, the bank balance will not be paid out to the employee.
 - a. Exception: Vacation payout will be based solely on months of service minus time used.
- F. Starting on year two, vacation and sick time accruals will accumulate on a per pay period basis and will be available to use at the start of the following pay period.

Section 10-9. Vacation Allotment (Sworn & Non-Sworn)

The vacation slots available per day will be determined by an annual assessment conducted in August of the year preceding the next calendar year. This assessment will be a calculation of all members of the organization, new authorized FTE's and a determination of the vacation accrual per pay period for each member towards a subtotal. That subtotal number will then be multiplied by 26, a representation of the total pay periods in the year for a total accrual number. The total

accrual number will be measured against the total number hours of vacation currently available in a calendar year. When the total accrual number reaches 80.0% of the vacation hours available in the calendar year then the vacation slots will increase by one allotment per day, until the threshold is below 80%. The current agreed upon allotment is four (4) persons off per shift day.

Section 10-10. Compensatory Time Cash-In

- A. Members can cash in their compensatory time at any time at their regular rate of pay. Cash-in may be requested during the submission of bi-weekly timesheets.
 - 1. All members will cash in their compensatory time at their regular rate of pay.

Section 10-11. Compensatory Time Bank

- A. Compensatory time is earned at a rate of one and one-half (1.5) hours for every one (1) hour worked except when employees who are working a 56-hour schedule work at the 40-hour rate (i.e., Training Instructor, Special Events, etc). In that case, it will be earned at 2.2 hours for every one hour worked ($3054 \div 2080$ calculation). Compensatory time can be banked up to two-hundred-forty (240) hours.

Section 10-12. Education Incentive

- A. Members receiving their degrees will receive a one-time payment per degree completed.
 - 1. Associates - \$200
 - 2. Bachelors - \$400
 - 3. Masters - \$600

Section 10-13. Leave Accrual Banks

- A. Vacation and Sick Leave accrual banks and rates will be converted when a member changes between forty (40) hour and fifty-six (56) hour schedules and vice versa.

Section 10-14. Deferred Retirement Option Plan (DROP) Alternative Contribution

- A. Members that are Tier 1 members of the PSPRS, who enter the Deferred Retirement Option Plan (DROP), will be eligible for an additional benefit. Upon the members acceptance by the local board and PSPRS to the DROP program, the City will contribute seven and one-half percent (7.5%) per pay period to the member's 401a account not to exceed the statutory limits of the plan set forth each year by the IRS. Contributions made as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are contributed tax deferred until distribution of the funds occurs. Upon distribution the funds become taxable to the member. If for any reason a member terminates participation in DROP, this benefit shall cease.

Article 11: Post-Retirement Health Savings Trust Fund

- A. To the extent the Union establishes the United Goodyear Fire Fighters Post-Retirement Health Savings Trust Fund, an Internal Revenue Code Section 501(c)(9) voluntary member beneficiary association (the "Trust"), for the purpose of providing retiree health care benefits and other benefits as the Trustees of the Trust may determine.
- B. The Trust shall be managed and administered by a Board of Trustees appointed by the Union.
- C. Each member will contribute \$15.00 per pay period into the Trust for the purpose of providing a monthly stipend for retirees to apply to the cost of their health insurance premiums and related expenses upon retirement. Members covered by the MOU are required to participate in the Trust.
 - 1. The Union President has the ability to increase or decrease the amount of this deduction one (1) time each year for the members of the bargaining unit.
- D. Eligible member contributions are mandatory and therefore shall be deducted from payroll by the City on a pre-tax basis or as otherwise regulated by IRS rules and remitted to the Trust on a bi-weekly basis.
- E. The city will make a contribution of \$35.00 per member per pay period into the Trust as a benefit of employment; \$15.00 of the contribution is a matching contribution.

Article 12: Shift Trade SOP

Members will be granted the opportunity to exchange shifts. Shift exchanges shall not qualify a member for overtime. All shift exchanges shall be in conformance with Fire Department's Shift Trade SOP 105.013. Shift members executing a trade will only fill the roles of the member they are trading with.

Article 13: Savings Clause

- A. This MOU constitutes the entire agreement of the City and IAFF Local 4005, arrived at as the result of meeting and conferring. This MOU shall supersede all previous agreements, understandings, and prior practices related to matters included within this MOU.
- B. The parties acknowledge that during the meet and confer process which resulted in this MOU, each had the opportunity to make proposals with respect to any subject or matter not removed by law as a subject matter of the meet and confer process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.
- C. All provisions of this MOU and all terms used herein shall be interpreted in such a manner as to be consistent in all cases with the Ordinance. In the event of any inconsistent provision or use of a term, the Ordinance shall take precedent.
- D. If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction or government agency having authority over the provisions, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this MOU will continue in full force and effect. The parties will meet within 60 days after a request by the City or the Union to discuss the invalidated provision.

Term of Memorandum

A. This Memorandum shall remain in full force and effect beginning July 1, 2025 through June 30, 2027.

IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____ 2025.

CITY OF GOODYEAR

By:

UNITED GOODYEAR FIREFIGHTERS

LOCAL 4005

By:

Wynette Reed, City Manager

Dan Freiberg
Lead Negotiator

Roric Massey, City Attorney

Orion Godfrey
Representative

Vicki Lackey, Deputy Human Resources
Director
Lead Negotiator

Neil Roberts
Representative

Justin Fair, Deputy City Manager
Negotiation Team Member

John Boyce
Representative

Ed Pahl, Deputy Fire chief
Negotiation Team Member

Marc Holstein
Representative

Sabrina Dezso, SR HR Business Partner
Negotiation Team Member

Jacob Casillas
Representative

ATTEST:

Jasmine Pernicano, Acting City Clerk

Brad Duell
Representative

Michael Gugel
Representative

APPENDIX A

Wage Tables Sworn - FY2026 and FY2027

Year 1: Effective June 22, 2025 (Munis to generate)

Sworn Fire

Steps

POSITION	GRADE	SCHED	1	2	3	4	5	6	7
Fire Recruit	761	DAYS	29.5507						
Firefighter/EMT	762	SHIFT	21.1768	22.2480	23.3707	24.5758	25.8118	27.1199	28.4692
Firefighter/EMT	770	DAYS	31.0932	32.6661	34.3145	36.0839	37.8987	39.8193	41.8005
Fire Engineer/EMT	763	SHIFT	31.4459	33.0527					
Fire Engineer/EMT	771	DAYS	46.1710	48.5303					
Fire Captain/EMT	764	SHIFT	36.4723	38.3263					
Fire Captain/EMT	772	DAYS	53.5512	56.2733					

3% market adjustment applied. Engineer and Captain - removed step 1

Day rate is based on 3054 hours. The day rate calculation is: Shift hourly wage X 3054 ÷ 2080

Lateral Firefighters will be given 1 year credit for every 1 full year of service for pay, vacation accruals, and promotional exams.

Entry level lateral hires hired in the first pay period including July 1 - December 31, will be hired at step 2 in the Firefighter range.

New Recruits who graduate the academy in the first pay period including July 1 - December 31, will be brought in at step 2 in the Firefighter range.

Year 2: Effective June 21, 2026 (Munis to generate)

Sworn Fire

Steps

POSITION	GRADE	SCHED	1	2	3	4	5	6	7
Fire Recruit	761	DAYS	30.58						
Firefighter/EMT	762	SHIFT	21.9180	23.0267	24.1887	25.4360	26.7152	28.0691	29.4656
Firefighter/EMT	770	DAYS	32.1815	33.8094	35.5155	37.3468	39.2251	41.2130	43.2635
Fire Engineer/EMT	763	SHIFT	32.5465	34.2095					
Fire Engineer/EMT	771	DAYS	47.7870	50.2288					
Fire Captain/EMT	764	SHIFT	37.7488	39.6677					
Fire Captain/EMT	772	DAYS	55.4254	58.2429					

3.5% market adjustment applied.

Day rate is based on 3054 hours. The day rate calculation is: Staff hourly wage X 3054 ÷ 2080

APPENDIX B **Wage Tables Non-Sworn - FY2026 and FY2027**

Year 1: Effective June 22, 2025

Non-sworn Fire			Steps					
POSITION	GRADE	SCHED	1	2	3	4	5	6
Emergency Paramedic	794	SHIFT	21.5167	22.5879	23.7106	24.9054	26.1517	27.4495
Emergency Paramedic	796	DAYS	34.6750	36.4013	38.2105	40.1360	42.1445	44.2359

3% market adjustment applied.

Year 2: Effective June 21, 2026

Non-sworn Fire			Steps					
POSITION	GRADE	SCHED	1	2	3	4	5	6
Emergency Paramedic	794	SHIFT	22.2698	23.3785	24.5405	25.7771	27.0670	28.4102
Emergency Paramedic	796	DAYS	35.8886	37.6753	39.5479	41.5408	43.6195	45.7842

3.5% market adjustment applied.

Day rate is calculated as follows:
 Take the shift rate x 2080 hours plus the scheduled overtime hours of 848 x 1.5 of shift rate to get an annual salary, then divide it by 2080.

Example:

= (\$18.5915 x 2080) = \$38,670.32

= (\$18.5915 x 1.5) = \$27.8873 x 848 = \$23,648.4304

= \$38,670.32 + \$23,648.4304 = \$62,318.7504

= 62,318.7504 / 2080 = **\$29.9609**

Maximum scheduled annual hours is **2928** (2080 + 848)

APPENDIX C
Productivity Enhancement Pay Schedule Sworn Fire MOU - FY26 - FY27

Year 1: Effective December 1, 2025

Sworn Fire less than 10 years completed

		Steps					
POSITION	1	2	3	4	5	6	7
Firefighter/EMT	1,617	1,699	1,785	1,877	1,971	2,071	2,174
Fire Engineer/EMT	2,401	2,524					
Fire Captain/EMT	2,785	2,926					

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Sworn Fire 10 years or more completed

		Steps					
POSITION	1	2	3	4	5	6	7
Firefighter/EMT	3,234	3,398	3,570	3,754	3,942	4,142	4,348
Fire Engineer/EMT	4,802	5,047					
Fire Captain/EMT	5,569	5,852					

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

Year 2: Effective December 1, 2026

Sworn Fire less than 10 years completed

		Steps					
POSITION	1	2	3	4	5	6	7
Firefighter/EMT	1,674	1,759	1,847	1,943	2,040	2,144	2,250
Fire Engineer/EMT	2,485	2,612					
Fire Captain/EMT	2,882	3,029					

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Sworn Fire 10 years or more completed

		Steps					
POSITION	1	2	3	4	5	6	7
Firefighter/EMT	3,348	3,518	3,694	3,886	4,080	4,288	4,500
Fire Engineer/EMT	4,970	5,224					
Fire Captain/EMT	5,764	6,057					

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

APPENDIX D

Productivity Enhancement Pay Schedule - Non-Sworn Fire MOU FY26-FY27

Year 1: Effective December 1, 2025

Non-sworn Fire less than 10 years completed

Steps

POSITION	1	2	3	4	5	6
Emergency Medical Technician	1,420	1,491	1,565	1,643		
Emergency Paramedic	1,643	1,725	1,811	1,902	1,997	2,096

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Non-sworn Fire 10 years or more completed

Steps

POSITION	1	2	3	4	5	6
Emergency Medical Technician	2,840	2,982	3,130	3,286		
Emergency Paramedic	3,286	3,450	3,622	3,804	3,994	4,192

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

Year 2: Effective December 1, 2026

Non-sworn Fire less than 10 years completed

Steps

POSITION	1	2	3	4	5	6
Emergency Medical Technician	1,470	1,543	1,619	1,701		
Emergency Paramedic	1,701	1,785	1,874	1,969	2,067	2,170

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Non-sworn Fire 10 years or more completed

Steps

POSITION	1	2	3	4	5	6
Emergency Medical Technician	2,940	3,086	3,238	3,402		
Emergency Paramedic	3,402	3,570	3,748	3,938	4,134	4,340

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

ITEM #: 4.
DATE: 04/07/2025
AI #:2599



CITY COUNCIL ACTION REPORT

SUBJECT: FY2026 – FY2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND GOODYEAR POLICE OFFICERS ASSOCIATION

STAFF PRESENTER(S): Vicki Lackey, Deputy Director of Human Resources and Justin Fair, Deputy City Manager

SUMMARY

The existing Memorandum of Understanding (MOU) between the City of Goodyear (City) and Goodyear Police Officers Association (GYPOA) expires on June 30, 2025. In accordance with Goodyear City Code Article 3 Section 12-14, the Meet and Confer process was started. Staff has reached a tentative agreement with GYPOA on a two-year term for the new MOU effective July 1, 2025 through June 30, 2027.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



SAFE &
VIBRANT
COMMUNITY



INNOVATIVE & HIGH
PERFORMING
ORGANIZATION

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2459 APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE GOODYEAR POLICE OFFICERS ASSOCIATION COMMENCING ON JULY 1, 2025 THROUGH JUNE 30, 2027. (Vicki Lackey, Deputy Human Resources Director and Justin Fair, Deputy City Manager)

FISCAL IMPACT

The ongoing cost to implement the MOU is estimated at \$3,936,300 for Year 1 and an additional \$2,455,200 for Year 2. This amount is within anticipated resources and will be included in the FY2026 City Manager's Recommended Budget.

BACKGROUND AND PREVIOUS ACTIONS

Article 3-12 of the Goodyear City Code outlines the process by which Sworn Police, Sworn Fire and eligible non-Sworn Fire Employees of the City of Goodyear and their designated representatives can Meet and Confer with the City Manager or designee relating to their wages, hours, benefits and working conditions. Negotiations between the City and GYPOA, representing 150 sworn police full-time equivalent (FTE) positions, began in January 2025. After seven Meet and Confer sessions, a tentative agreement was reached and is incorporated in the new MOU, attached as Exhibit A, for Council consideration.

STAFF ANALYSIS

The two-year agreement with GYPOA is an investment in the City's high-performing and valued police employees. The major components of the new MOU are as follows:

This agreement is for a two-year period, beginning July 1, 2025, through June 30, 2027

Year 1 (FY2026)

- Provides 10% market adjustment for eligible members
- Provides step increase to employees not at the max of their range
- July 4 premium holiday
- Increase Stand-by pay from \$2/hr to \$3/hr
- Increase 4th Shift pay from \$1/hr to \$2/hr
- Recognition of out of state service for vacation accruals

Year 2 (FY2027)

- Provides 4% market adjustment for eligible members
- Provides step increase to employees not at the max of their range
- Increase Stand-by pay from \$3/hr to \$4/hr
- Increase shift differential to \$0.75 second shift, \$1.50 third shift, and \$3 fourth shift
- Increase number of assignment pays that can be received from 2 to 3.

The Resolution 2025-2459 including Exhibit A "Memorandum of Understanding" are included as Attachment A.

Attachments

Attachment A - Resolution 2025-2459 with Exhibit A

RESOLUTION NO. 2025-2459

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE GOODYEAR POLICE OFFICERS ASSOCIATION COMMENCING JULY 1, 2025, AND EXPIRING ON JUNE 30, 2027.

WHEREAS, the City of Goodyear ("City"), through its management representatives, has met and conferred in good faith with Goodyear Police Officers Association (GYPOA);

WHEREAS, the representatives of the City and GYPOA have exchanged information, opinions, and proposals on matters regarding wages, hours, benefits and other terms and conditions of employment for GYPOA members;

WHEREAS, the City and GYPOA representative have agreed on the term of a new Memorandum of Understanding to be July 1, 2025 through June 30, 2027; and

WHEREAS, The Mayor and the Council of the City of Goodyear are authorized to enter into a Memorandum of Understanding (MOU) as a result of the Tentative Agreement proposed through the Meet and Confer process.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. STATEMENT OF AUTHORITY

Article 3, Section 12-14(F) of the Goodyear City Code established that the City Council shall have sole discretion to accept or reject any proposal, recommendation, reports or offers that result from the Meet and Confer process. Final action by the Mayor and Council upon the issues raised during the Meet and Confer process will serve as the MOU for the following Budget year.

SECTION 2. MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF GOODYEAR AND THE GOODYEAR POLICE OFFICERS ASSOCIATION, JULY 1, 2025, THROUGH JUNE 30, 2027.

The Mayor and Council of the City of Goodyear hereby approve the Memorandum of Understanding between the City of Goodyear and the Goodyear Police Officers Association (GYPOA), a copy of which is attached hereto as Exhibit A. The City Manager is hereby authorized to carry out the intent of this Resolution.

SECTION 3. PROVIDING FOR SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the Policies adopted herein by reference is for any reason held to be invalid or unconstitutional by the decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 7th day of April, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

Exhibit A

MEMORANDUM OF UNDERSTANDING

JULY 1, 2025 THROUGH JUNE 30, 2027



CITY OF GOODYEAR

AND



**GOODYEAR POLICE OFFICERS
ASSOCIATION (GYPOA)**

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PREAMBLE

WHEREAS, the city of Goodyear ("City") and the Goodyear Police Officers Association, the designated Public Safety Sworn Employees Organization ("Organization") for Goodyear Police Officers and Police Sergeants ("Members") through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, and working conditions; and

WHEREAS, the City and Organization shall collectively be referenced as the "Parties" for the purposes of this Memorandum; and

WHEREAS, the Parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the [statutes of the State of Arizona](#) or the [Charter or ordinances of the city of Goodyear](#) and/or the [City of Goodyear Policy and Guidelines Manual](#);

WHEREAS, the Parties hereby recognize the value of a collaborative relationship between the association and management and therefore endeavor to facilitate inclusive processes that consider the interests of both Parties as outlined in the permissible areas of meet and confer ordinance.

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the Parties submit this Memorandum of Understanding (MOU) to the City Council of the city of Goodyear with their joint recommendation that the Council resolve to adopt its terms and provisions.

ARTICLE 1: Rights

Section 1-1. Gender

Whenever any words used herein are in the masculine, feminine or neutral, they will be construed as though they were also used in another gender in all cases where they would so apply.

ARTICLE 2: Grievance

Section 2-1. Definition of Grievance

A "grievance" is a written allegation by an employee, submitted in a timely manner in accordance with the provision, alleging specific violations of the terms of this MOU which are alleged to be violated and the specific remedy will automatically terminate the grievance.

A "Unit Grievance" is a written allegation by the Organization, submitted as herein specified, charging violation(s) of the specific express terms of the MOU that involve the entire unit and not merely the complaints of one or more members and not of an

operational nature and not merely a specific application of this MOU to one or more members.

A "Representative" is defined as a member of the Organization currently employed by the city.

Section 2-2. Informal Resolution

- A. It is the responsibility of the members who believe that they have a bona fide complaint concerning violations of this MOU to promptly inform and discuss it with their Chief of Police's Management Designee in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the member-immediate Chief of Police's Management Designee level. If such informal discussion does not resolve the problem to the members satisfaction, and if the complaint constitutes a grievance as herein defined, the member may file a formal grievance in accordance with the following procedure. Members may use not more than two (2) hours of duty time to prepare the formal grievance. Failure to complete and file a grievance within the specified time frame will automatically terminate the complaint.

Section 2-3. Formal Grievance Procedure

- A. Unit grievances will skip Step 1 and will commence at Step 2.
- B. In processing a formal grievance, the following procedure will apply:

Step 1

- A. The member will reduce their grievance to writing by signing and completing all parts of the grievance form provided by the city and submit it to the Chief of Police's Management Designee within fourteen (14) calendar days of the event giving rise to the grievance. Either party may then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. The Chief of Police's Management Designee will, within twenty-eight (28) calendar days of having received the written grievance, or such meeting, whichever is later, submit their response thereto in writing to the grievant and the grievant's representative, if any.

Step 2

- A. If the response to the first level of review does not result in resolution of the grievance, the grievant or their representative may submit the grievance to a Labor/Management Committee for review and recommendation within seven (7) calendar days of the receipt of the step one response. The Committee will consist of up to two (2) representatives of the Organization who were on the negotiating committee and up to two (2) representatives of the City Manager who were on the negotiating committee. Within fourteen (14) calendar days of having received the appeal, the Labor/Management Committee will meet to review the grievance, unless the date is mutually extended. Within fourteen (14) calendar days from the date of

the committee meeting, the Labor/Management representatives will submit a recommended disposition of the matter to the City Manager.

Step 3

- A. If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance to the Chief of Police within fourteen (14) calendar days of the grievant's or their representative's receipt of the Step 2 response. Either party may request a meeting be held concerning the grievance or mutually agree that no meeting be held. Within twenty-eight (28) calendar days of having received the appeal, or the meeting, whichever is later, the Chief of Police will submit their response to the appeal to the grievant and the grievant's representative, if any.

Step 4

- A. If the response of the third level of review does not result in resolution of the grievance, the grievant and the Organization may jointly invoke the Step 4 procedure to request mediation, by filing an appeal within ten (10) calendar days (excluding city holidays) of receipt of the recommendation. Nothing precludes the city and the Organization from mutually agreeing to combine more than one (1) grievance into the same mediation if they determine that multiple requests for mediation fall under the same issue.
- B. Department management and the grievant, or their designated representative, will agree on a mediator. If they are unable to agree on a mediator within ten (10) calendar days (excluding city holidays), either party may request the Federal Mediation and Conciliation Service (FCMS) to submit to them a list of seven (7) mediators who have had experience in the public sector. The Parties will, within ten (10) calendar days (excluding city holidays) of the receipt of said list, select the mediator by alternately striking names from said list until one (1) name remains. Such person will then become the mediator. The mediator selected will hold a hearing as expeditiously as possible at a time and place convenient to the Parties, and will be bound by the following:
 - 1. The mediator will neither add to, detract from, nor modify the language of the MOU or of Department rules and regulations in considering any issue properly brought to them.
 - 2. The mediator will expressly confine themselves to the precise issues submitted to them and will have no authority to consider any other issue not submitted to them.
 - 3. The mediator will be bound by applicable State and city law.
 - 4. The mediator will, within thirty (30) days from the close of the mediation hearing, submit a recommendation to both Parties.
- C. The costs of the mediator and any other mutually incurred costs will be borne equally by the Parties.

Step 5

- A. If the mediator's recommendation does not result in the resolution of the grievance, either party may submit the grievance to the City Manager or designee within ten (10) calendar days (excluding city holidays) of receipt of the mediator's recommendation.
- B. The City Manager or designee may accept, modify, or reject the mediator's recommendation. The City Manager or designee will submit their decision in writing to the grievant and the designated representative within twenty-one (21) calendar days (excluding city holidays) of receipt of the appeal.
- C. The City Manager's or designee's decision is the final step in the grievance process.

Failure of Departmental representatives to comply with time limits specified in [Step 1](#) and [Step 2](#) will entitle the grievant to appeal to the next level of review, and failure of the grievant to comply with said time limits in this procedure will constitute abandonment of the grievance. The Parties may extend time limits by mutual written agreement in advance.

ARTICLE 3: Labor-Management Committees

Section 3-1. Labor-Management Operations Committee

- A. There shall be a Labor-Management Operations Committee ("Committee") consisting of up to six (6) representatives of the Organization meeting with the Chief of Police or the Chief's designee. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of major new department programs or substantial modifications of existing major department programs that will have a significant impact on work schedules or duties of the members.
- B. The Committee shall meet monthly at mutually scheduled times, and at any other mutually scheduled times.
- C. The labor groups shall, in advance of a meeting, provide the Chief of Police with proposed agenda items.
- D. The Committee may, if it deems proper, suggest recommendations to the Chief of Police for their consideration and determination.
- E. Any matter referred to within the grievance process may be discussed by the Committee at the request of any member of the Committee.
- F. The city will provide to the Labor-Management Committee the professional services of a scribe for the labor-management process.
- G. The Committee shall review any changes to Department Policies and/or any of the following but not limited to: the Organization and Management shall endeavor to create a process to include employee input through a Labor-Management Group or equivalent for selection and use of equipment including, but not limited to, vehicles, uniforms, other related duty equipment, etc.)

Members of the Labor-Management Operations Committee or their delegate will be invited to participate in a review of the Chief of Police candidates with the City Manager or their designee once individuals are initially screened by Human Resources to ensure they meet minimum qualifications per the job description. The members will later be invited to participate in a panel interview of the finalists selected. Final selection authority rests solely with the City Manager.

Section 3-2. Labor-Management Executive Committee

- A. There shall be a Labor-Management Executive Committee consisting of up to six (6) representatives of management from the Police Department and the City Manager's Office and Human Resources Department and up to six (6) Representatives of the Organization. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems.
- B. The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled times.
- C. The Chairmanship of the Committee shall reside with the Chief of Police of Police. The members shall, in advance of a meeting, provide the Chief of Police of Police with proposed agenda items.

ARTICLE 4: Conducting Association Business

Section 4-1. Donated Release Time

- A. Donated Release Time is time off from normal working duties/hours to conduct bargaining unit business.
- B. A Donated Release Time Bank is a bank of donated vacation hours used for grievance, labor-management meetings, representing an employee/member, or any other labor management process excluding political activity. Goodyear Police Officers Association (GYPOA) may donate their vacation hours to this bank.
 - 1. Donation to this bank will be allowed four (4) times per year, quarterly. In the event GYPOA Executive Board determines the need for additional donations, one additional donation will be scheduled at an agreed upon time by the city and GYPOA.
 - 2. Only used for and by GYPOA members.

Section 4-2. City Business Time

The Goodyear community benefits from harmonious and cooperative relationships between the city and its employees. The Union plays an important role furthering this relationship and ultimately improving service to the city and its citizens.

- A. The Goodyear City Council has determined that there are specific activities that confer a public benefit for which Union members may be released to perform these activities at their regular rates of compensation as part of their city business (hereinafter referred to as "City Business Time"). Accordingly, the city and the

Union have negotiated this time as part of an entire compensation package for unit employees. These bargained-for rights will promote and improve enhanced service delivery models and public safety, save the taxpayers money, and provide other tangible benefits to the City's residents.

- B. The city has determined there are activities that confer a public benefit for which members of the Union should be released from their official duties on an as needed basis to perform. The City and the Union acknowledge that Union members will receive City Business Time for the time spent performing the following activities:
 - a. Attend trainings that have been authorized and stated in this document.
 - b. Attend meetings to facilitate communication between employees and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.
- C. In order to ensure city resources are well coordinated, upon the direction of the City of Goodyear and consent of GYPOA, Authorized Employees will participate in various City committees, labor management meetings, or labor management work groups as a member of the committee or group.
- D. Representation in grievance or investigatory or disciplinary proceedings involving bargaining unit members.
- E. Bargaining and negotiations on any matters deemed to be a mandatory subject of bargaining.
- F. Represent employees involved in critical incidents at the time of incident.
- G. The city recognizes the following mandatory events as providing mutual benefit to both the city and the Union:
 - 1. State or National Conference (one per year, alternating years);
 - 2. Leadership Conference or Labor Summit [one (1) per year, alternating years]; and
 - 3. Cover time only for two (2) events per year.

The city will allow city paid time for up to four-hundred (400) hours total per year paid as straight time. Including:

- 4. Up to a maximum of five (5) members per event;
- 5. Up to a maximum of forty (40) hours per member/per event; and
- 6. Members shall log time attending the above referenced events as regular straight time in the city/Department time-entry system.

Training Pay will not be paid if teaching at any of these non-departmental events.

Section 4-3. Negotiation Time

- A. The city will allow city paid time for up to a maximum of six (6) members to be used for participation in negotiations at the negotiation table.

ARTICLE 5: Layoffs

This section shall supersede [Goodyear Administrative Guideline #360](#) in relation to the layoff of employees/members covered by this MOU. This provision does not apply to employees of the Police Department who are not subject to this MOU, and the City Manager retains sole authority to implement layoffs and allocate positions subject to layoff throughout the organization.

The City Manager may lay off a member due to shortage of funds, curtailment of work, abolition of position, a material change in duties, or other reasons given by the City Manager. The conditions of a reduction in force (layoff) shall be as follows:

- A. **Notification of a Pending Layoff:** The City Manager or designee will notify a member of a pending layoff, in writing, at least thirty (30) calendar days prior to the effective date of the layoff.
 - 1. **Order of Separation:** Elimination of part-time and temporary employee positions will be considered prior to laying off full-time regular status members, except to the extent that the City Manager determines they are necessary for seasonal programs, grant funded positions, public safety, or otherwise fill a position deemed critical by the City Manager. The ending of a temporary assignment due to budget constraints is not considered a layoff.
 - 2. **Job Consideration:** The importance of the position in relationship to the delivery of basic services provided by the city.
 - 3. **Seniority:** After employment status and job considerations has been considered, length of service, based on the hire date, will be used to determine the order of layoff and is at the City Manager's discretion. Seniority is determined by hire date with the city of Goodyear Police Department as a sworn police officer or police recruit whichever comes first.
- B. **Layoff Eligibility List:** The goal of the city is to reinstate all employees/members on the Layoff Eligibility List if possible while also providing current regular full-time employees the opportunity to compete for other opportunities within the city as vacancies occur.
- C. **Re-employment of Employee/Members on Layoff Eligibility List:** The goal of the city is to reinstate all employees on the Layoff Eligibility List if possible while also providing current regular full-time employees/members the opportunity to compete for other opportunities within the city as vacancies occur.

Each vacancy will be evaluated to determine if the position will be filled. While a Layoff Eligibility List is in existence, approved recruitments will not be filled in accordance with [Administrative Guideline #320](#), but will be filled as follows:

 - 1. Laid off member can be re-employed up to eighteen (18) months based on hire date as described above.
 - 2. From eighteen (18) to twenty-four (24) months employees can be re-employed based on seniority points which will be awarded through an agreed upon labor-management interview process.

3. External Recruitment: Recruitments will only be advertised externally if the approved vacancy is not filled through the internal process listed above.
- D. **Status of Re-employed Laid-off Employees**: If a laid off employee is rehired; the employee shall return to regular status in the pay grade of the new position. Employee starting rates of pay will be determined in accordance with [Goodyear Administrative Policy #200](#).

ARTICLE 6: Internal Investigations

- A. If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship or with an employee representative as defined in Police Department policies or Organization representative who may discuss the matter only with the GYPOA Executive Board Members. Who, in turn, may not share the information with any party that might compromise the integrity of the investigation.

ARTICLE 7: Hours of Work

- A. The daily work hours and weekly shift schedule of members will be determined by the Chief of Police and will comprise of eighty (80) hours within a fourteen (14) day work period. This will not be a guarantee of any minimum number of hours.
- B. Shift schedules will be mutually agreed upon with the Association and Management. Should the Department change schedules on an employee-wide basis, the Organization and the impacted members will be given thirty (30) calendar days written notice prior to taking such action and after the Department has demonstrated to the Organization the business related need. The Chief of Police shall retain final authority on the determination of duty hours of members.
- C. All leave categories, with the exception of compensatory time leave (except for first 80 hours, see below), industrial leave appointments during off-duty time (if added to city policy) and unpaid administrative leave shall be counted as hours worked for the purposes of calculating overtime.
 1. A maximum of eighty (80) -hours of compensatory time per year may be used as hours worked for the purposes of calculating overtime.
- D. Management retains the right to manage scheduling and overtime. It is the expectation that when schedules are changed management and employee should work together to allow for time to be paid, taken as compensatory time or flexed.

Section 7-1. Meal Break/Rest Break

- A. Members receive one (1) thirty (30) minute meal break during their shifts.
- B. Members who work at least four (4) additional hours beyond their scheduled shift may receive an additional thirty (30) minute meal break.

- C. Members may have one (1) separate rest period of twenty (20) minutes, each four (4) hour period during the work day, which shall be counted as time worked.
- D. All meal breaks and rest periods are considered to be paid time; therefore, unit members are subject to recall during meal breaks and rest periods.

Section 7-2. Schedule Switching

- A. Employees may switch their schedules only when it serves the operational needs or benefit of the Organization.
 - a. If a Patrol Officer is scheduled for a training on a Monday, but is normally assigned to work Tuesday through Friday, the officer will be compensated at the overtime rate for Monday and will maintain their regular work schedule for the remainder of the week.
 - b. If a Patrol Officer is scheduled for a multiple day training (e.g., Monday through Thursday), the officer may adjust their schedule to attend the training and will be permitted to return to their regular assignment on Friday.
- B. Employees assigned to Specialty Details may only alter their assigned schedules when it directly benefits the Organization (i.e. covering shifts).
- C. Employees are not permitted to alter/change their regularly assigned schedule for the purpose of working off-duty assignments. If an employee wants to work off-duty on their normally scheduled workday, they must request to use vacation leave for that day.
- D. ANY requests for schedule changes must be approved in advance by a Lieutenant or higher.

ARTICLE 8: Wages and Compensation

- A. **Effective Dates:** All wages and compensation increases will be effective the first pay period including July 1st. Respectively, June 22, 2025 and June 21, 2026.

Section 8-1. Market & Step Increases

- A. **FY2026, Year 1:** A market adjustment of ten percent (10%) will be applied to the salary schedule. Eligible members, with the exception of members at the maximum of their salary range, will receive their scheduled step increase (See Appendix "A" for detail.)
- B. **FY2027, Year 2:** A market adjustment of four percent (4%) will be applied to the salary schedule. Eligible members, with the exception of members at the maximum of their salary range, will receive their scheduled step increase ([See Appendix "A"](#) for detail.)
 - 1. If the market adjustment for non-represented employees in FY2027 exceeds 4%, the market adjustment will be commensurate.
 - 2. If there is a merit adjustment for non-represented employees in FY2027, members at the top of the range will receive a lump sum equal to the merit adjustment similarly applied to non-represented topped out employees. Lump

sum payments will be split and paid out in two payments one in July 2026 and one in November 2026.

Section 8-2. Salary Structure & Promotional Increases

- A. To avoid salary compression, a minimum gap of five percent (5%) will be maintained between topped out Officers and Step 1 Sergeants. Specialty pays will be factored into the promotional increase.

Section 8-3. Deferred Compensation

- A. Police Officers and Sergeants will receive a matching two percent (2%) city contribution to a qualifying deferred compensation account. In order to receive the two percent (2%) matching city contribution, they must contribute a minimum of two percent (2%).

Section 8-4. Compensatory Time Cash-in

- A. Members can cash in their compensatory time at any time at their straight time rate. Cash in may be requested during the submission of bi-weekly timesheets and processed with the next regularly scheduled pay period.
- B. The maximum accrual for compensatory time is two hundred-forty (240) hours for Police Officers and Sergeants.
- C. Upon promotion or transfer to another department or moving from a non-exempt to an exempt position, the member must be paid out the entire balance of their compensatory time account at the current rate of pay prior to promotion or transfer.

Section 8-5. Holidays and Holiday Compensation

- A. Members will receive ten (10) hours per day for eleven (11) holidays and one (1) floating holiday.
- B. Members will be allowed to use the floating holiday in increments of quarter ($\frac{1}{4}$) hours. Floating holidays may not be carried forward to be used in the following year.
- C. Members who are scheduled to work a city holiday (actual Holiday on the calendar, not the day observed by the city, if different) will receive one and one half ($1\frac{1}{2}$) times their regular rate of pay for actual hours worked in addition to holiday pay.
- D. Members who are scheduled to work a city holiday (actual Holiday and identified as a Premium Holiday – Fourth of July, Thanksgiving Day and Christmas Day) will receive two (2) times their regular rate of pay for actual hours worked in addition to holiday pay.
- E. Holiday hours to be added to the members base rate of pay and shall be included in the calculation of the overtime rate.

Section 8-6. Holiday Scheduling

- A. No one will switch their assigned shift for the purpose of causing a holiday to fall on their regularly scheduled day off.
- B. Patrol personnel are required to work all of their regularly assigned shifts, including any shifts that fall on a designated holiday.
- C. Non-Patrol personnel who are scheduled to work on the holiday as part of their regular assigned schedule may choose one of the following options:
 - a. Work their scheduled shift on the holiday, or
 - b. take the holiday off utilizing their holiday pay.

Section 8-7. Assignment Pay

A. Mobile Field Force (MFF) Assignment Pay

Trained members of the Mobile Field force will receive \$1.50 per hour assignment pay. Members are expected to answer their phones or call back within 15 minutes of being called. If placed on stand-by, stand-by pay and expectations would apply. When called out, if not already on duty, members of the MFF will receive the 1.75 rate of pay.

B. Specialty Pay

Officers receiving specialty pay are expected to answer their phones or call back within 15 minutes of being called. If placed on stand-by, stand-by pay and expectations would apply

C. Training Pay

\$50 per day will be paid to association members who teach, train or evaluate for a minimum of one hour per day, with at least one Goodyear Police employee in attendance. Attendance rosters may be required.

Specialty assignments and limits will be determined by the Chief of Police with input from the association.

Year 1 FY26: Assignment Pay maximum is \$5.00 with a maximum of two (2) Specialty Pays.

ASSIGNMENT PAY	AMOUNT
*First Specialty Pay	\$3.00 per hour
*Second Specialty Pay	\$2.00 per hour
Mobile Field Force	\$1.50
Training Pay	\$50.00 per day

**Specialty Pay categories will be defined in the Police Department Policy*

Year 2 FY27: Assignment Pay maximum is \$7.00 with a maximum of three (3) Specialty Pays.

ASSIGNMENT PAY	AMOUNT
*First Specialty Pay	\$3.00 per hour
*Second Specialty Pay	\$2.00 per hour
*Third Specialty Pay	\$2.00 per hour
Mobile field force	\$1.50 per hour
Training Pay	\$50.00 per day

**Specialty Pay categories will be defined in the Police Department Policy.*

D. Stand by Pay

When officers are scheduled for Standby and expected to abide by Standby rules as defined by departmental/city Policy, they will receive Standby Pay of \$3.00 per hour in FY2026 and \$4.00 in FY2027.

To simplify payroll processing, rather than being paid strictly hourly, stand-by time will be compensated at a flat rate (regardless of being called out) based on the day:

Year 1 FY26: On a workday, employees will be paid for 14 hours of stand-by at \$3.00/hour, totaling \$42.00. On a non-workday, employees will be paid for 24 hours of stand-by at \$3.00/hour, totaling \$72.00.

Year 2 FY27: On a workday, employees will be paid for 14 hours of stand-by at \$4.00/hour, totaling \$56.00. On a non-workday, employees will be paid for 24 hours of stand-by at \$4.00/hour, totaling \$96.00.

Section 8-8. Longevity Pay

- A. The completed years of service will be measured as of December 1st. Longevity pay is considered an element of base pay in regards to the FLSA, any overtime implications will be calculated using hours worked beginning on November 1 and ending on October 31.

Years of Service (Completed by Dec. 1)	Dollar Amount
6 – 7 years	\$750.00
8 – 9 years	\$900.00
10 – 12 years	\$1,250.00
13 – 14 years	\$1,500.00
15 – 17 years	\$1,750.00
18 – 19 years	\$2,000.00
20+ years	\$2,400.00

- B. A member MUST be actively employed at the time longevity checks are issued to be eligible. Payment of longevity pay is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

Section 8-9. Shift Differential

- A. Shift differential shall be paid to eligible members for scheduled hours actually worked on an assigned second or third shift of eight (8) hours or more. Shift differential is added to the members base rate of pay and shall be included in the calculation of the overtime rate as required by the FLSA. Shift differential will be paid as follows:

Year 1 FY26:

Shift	Differential Amount
1 st Shift	N/A
2 nd Shift	\$0.50
3 rd Shift	\$0.75
4 th Shift	\$2.00

Year 2 FY27:

Shift	Differential Amount
1 st Shift	N/A
2 nd Shift	\$0.75
3 rd Shift	\$1.25
4 th Shift	\$3.00

- B. Pay will be adjusted for a member only after a member has worked a minimum of four (4) consecutive days on the same shift (whether first, second, third or fourth shift) during a pay period.
- C. This does not preclude or interrupt management's right to adjust schedules or shifts to meet the needs of the Police Department operations.

Section 8-10. 1.75 Rate of Pay

A. Mandatory Coverage Pay

Mandatory Coverage pay will be paid at one and three quarters (1.75) times the base rate of pay for hours worked to employees who are covering positions where minimum staffing is required and their attendance meets or helps meet the staffing requirements. This coverage also includes when an employee is requested to hold-over from their normal shift to meet minimum staffing levels of the next on-coming shift, but only for the hours outside of their normal work schedule. The rate of 1.75 also applies to coverage of mandatory positions that must be filled (i.e. City Hall Officer, Prisoner Transport detail).

B. Special Event Pay (City Events) Pay

Special Event Pay will be paid at one and three quarters (1.75) times the base rate of pay for hours worked for all City Events where coverage is required outside of an employee's normal work schedule, regardless of whether the coverage is voluntary or forced.

Section 8-11. Uniform Allowance

- A. Sworn Police members will be paid a uniform allowance of \$625 four (4) times a year.

Section 8-12. Holiday Scheduling

ARTICLE 9: Benefits

Section 9-1. Funeral Benefit

- A. In the event that an employee is killed in the line of duty, or dies from injuries sustained in the line of duty, the city will pay or reimburse up to fifteen thousand dollars (\$15,000) toward funeral related expenses to the designated agent or service provider. Expenses above the allotted \$15,000, may be approved by City Manager.

Section 9-2. Vacation Cash-In

- A. Employees shall be allowed to cash in up to forty (40) hours of accrued vacation leave, one (1) time a year as determined by the city, as long as they maintain a vacation balance of eighty (80) hours after the vacation leave is paid out and have taken at least forty (40) hours of vacation leave prior to the cash in date. Payment of vacation cash-in is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

Section 9-3. Vacation Accrual

- A. For employees entitled to vacation leave, accruals begin on the first day of employment. No employee shall take vacation leave in excess of the amount accrued. Full-time employees accrue vacation leave on a per pay period basis based on years of service as noted below.
- B. Full-time employees accrue vacation leave based upon years of credited full-time service with eligible Arizona government retirement systems (i.e., ASRS, PSPRS, city of Phoenix, city of Tucson) and out of state peace officer certification.

Accrual Rate	
Years of Service	40-hr EE Vacation Accrual Rate
0 < 5	4.40
5 < 10	5.30
10 < 15	6.15
15 < 21	7.06
21+	7.36

- C. Regardless of years of service, the maximum carryover of vacation at the end of the calendar year is 360 hours. Hours over the maximum at the end of the calendar year will be lost unless the City Manager provides written authorization that the employee can exceed their maximum vacation carry over.

Section 9-4. DROP Alternative Contribution

- A. Members that are Tier 1 members of the Public Safety Personnel Retirement System (PSPRS), who enter the Deferred Retirement Option Plan (DROP), will be eligible for an additional benefit. Upon the members acceptance by the local board and PSPRS to the DROP program, the city will contribute seven and one-half percent (7.5%) per pay period to the member's 457 account not exceed the statutory limits of the plan set forth each year by the IRS. Contributions made as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are contributed tax deferred until distribution of the funds occurs. Upon distribution the funds become taxable to the member. If for any reason a member terminates participation in DROP, this benefit shall cease.

ARTICLE 10: Term of Memorandum

- A. This Memorandum shall remain in full force and effect beginning July 1, 2025 through June 30, 2027.

IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____ 2025.

CITY OF GOODYEAR

By:

Wynette Reed, City Manager

Roric Massey, City Attorney

Vicki Lackey, Deputy Human Resources
Deputy Director
Lead Negotiator

Justin Fair, Deputy City Manager
Negotiation Team Member

Chip Kirk, Deputy Chief of Police
Negotiation Team Member

Shealyn Becker, HR Business Partner II
Negotiation Team Member

Jennifer Calovini
Negotiation Team Member

ATTEST:

Jasmine Pernicano, City Clerk

GOODYEAR POLICE OFFICERS
ASSOCIATION (GYPOA)

By:

Marcus Patterson
Lead Negotiator

Caroline Petrie
Representative

Zack Rapaich
Representative

Steve Harsha
Representative

Jason Brennan
Representative

Matt Ross
Representative

APPENDIX A

Wage Tables

Sworn Police MOU- FY2026 and FY2027

Grade and Step Table - Effective June 22, 2025

Sworn Police		Steps						
Position	Grade	1	2	3	4	5	6	7
Police Recruit	751	74,179.79						
		35.6634						
Police Officer	752	77,888.78	81,783.22	85,872.38	90,166.00	94,674.30	99,408.02	104,378.42
		37.4465	39.3189	41.2848	43.3490	45.5165	47.7923	50.1819
Police Sergeant	754	118,446.33	124,368.64	130,587.08	137,116.43			
		56.9454	59.7926	62.7822	65.9214			

10% increase

Grade and Step Table - Effective June 21, 2026

Sworn Police		Steps						
Position	Grade	1	2	3	4	5	6	7
Police Recruit	751	77,146.98						
		37.0899						
Police Officer	752	81,004.33	85,054.55	89,307.28	93,772.64	98,461.27	103,384.34	108,553.55
		38.9444	40.8916	42.9362	45.0830	47.3372	49.7040	52.1892
Police Sergeant	754	123,184.18	129,343.39	135,810.56	142,601.09			
		59.2232	62.1843	65.2935	68.5582			

4% increase to each step

ITEM #: 5.
DATE: 04/07/2025
AI #:2584



CITY COUNCIL ACTION REPORT

SUBJECT: COMMUNITY FUNDING POLICY FOR GRANT AWARDS TO NONPROFIT ORGANIZATIONS

STAFF PRESENTER(S): Christina Panaitescu, Community Partnerships Program Manager

SUMMARY

Proposed revisions to make current the Community Funding Program Policy originally adopted in 2001.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



SAFE &
VIBRANT
COMMUNITY

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2460 ADOPTING THE REVISED CITY OF GOODYEAR COMMUNITY FUNDING POLICY ENTITLED "COMMUNITY FUNDING POLICY FOR GRANT AWARDS TO NONPROFIT ORGANIZATIONS." (Christina Panaitescu, Community Partnerships Program Manager)

FISCAL IMPACT

There is no fiscal impact at this time. This policy is intended to inform how the Council makes Community Funding grant awards.

BACKGROUND AND PREVIOUS ACTIONS

Policy number CC-01-06 was adopted in 2001 by City of Goodyear Resolution No. 01-779 (included as Attachment B), to provide directions and guidelines upon which to base Council's Community Funding decisions.

It was the policy of the City of Goodyear to continue those social and community services that are needed and provide direct or indirect benefit to the Goodyear residents, and, without which, the city would likely spend a greater sum in order to provide the services.

The original policy included "community service support program policies," "intergovernmental agreements and memorandums of understanding policies," and a "special event funding program policy."

At the time, the Public Art Specialist reported to the Community Services division. Since adoption of the initial policy, Arts & Culture was brought under Parks & Recreation and funding for special events has been incorporated into the Arts & Culture ongoing (base) and one-time supplemental budget(s).

FY25 Strategic Plan calls for staff to "Review existing funding policy and process supporting social services in the community."

STAFF ANALYSIS

Upon review of existing funding policy and the process for supporting social services in the community, this draft Resolution 2025-2460 with Exhibit A (included as Attachment A) eliminates referenced policies that are no longer relevant and recognizes the Community Funding program as unique, competitive grantmaking on behalf of the city.

Attachments

Attachment A - Resolution 2025-2460 with Exhibit

Attachment B - Resolution 01-779

Staff Presentation

RESOLUTION NO. 2025-2460

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING THE REVISED CITY OF GOODYEAR COMMUNITY FUNDING POLICY ENTITLED "COMMUNITY FUNDING POLICY FOR GRANT AWARDS TO NONPROFIT ORGANIZATIONS."

WHEREAS, the purpose of this policy is to provide direction and guidelines upon which to base Council's Community Funding decisions; and

WHEREAS, the City of Goodyear provides Community Funding grants intended to support initiatives that align with the City Council's priorities and serve the public interest; and

WHEREAS, the intent of this policy is to establish a transparent, fair, and accountable framework for grant awards to nonprofit organizations while ensuring the effective and equitable distribution of available public resources; and

WHEREAS, the original community funding policy, entitled the "City of Goodyear Council Community Relations Program Policies," was adopted in 2001 and included a Community Funding Program Policy, an Intergovernmental Agreements and Memorandums of Understanding policy, and a Special Event Funding Program Policy; and

WHEREAS, the new revised Community Funding Policy entitled "Community Funding Policy for Grant Awards to Nonprofit Organizations," is attached hereto as Exhibit A shall amend and replace the original 2001 Community Funding Policy in its entirety.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. ADOPTION AND REPLACEMENT OF THE CITY OF GOODYEAR COMMUNITY FUNDING POLICY.

The Mayor and Council of the City of Goodyear hereby adopt the new Community Funding Policy entitled "Community Funding Policy for Grant Awards to Nonprofit Organizations" attached hereto as Exhibit A, which shall amend and replace the original 2001 "City of Goodyear Council Community Relations Program Policies, in its entirety.

SECTION 2. Resolution 2025-2460 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 7th day of April, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

Exhibit A

CITY OF GOODYEAR

POLICIES AND ADMINISTRATIVE GUIDELINES

Subject: Community Funding Policy for Grant Awards to Nonprofit Organizations

Origination date: 07/23/2001

Revision date: 04/07/2025

Policy number: CC-01-06

1. Purpose

The City of Goodyear provides Community Funding grants intended to support initiatives that align with the City Council's priorities and serve the public interest. The purpose of this policy is to establish a transparent, fair, and accountable framework for grant awards to nonprofit organizations while ensuring the effective and equitable distribution of available public resources.

2. Eligibility

To qualify for grant funding, nonprofit organizations must:

- Be a registered 501(c)(3) or equivalent nonprofit entity,
- Demonstrate a direct benefit to the Goodyear community and alignment with City Council priorities,
- Provide services without discrimination and in compliance with local, state, and federal laws, and
- Submit a complete and timely grant application, including all requested documents.

Political organizations, labor organizations, business leagues, private foundations, and individuals are not eligible.

If duplicate services are being proposed, Council may elect to only fund one agency.

3. Criteria

- **Community Benefits** – Clear demonstration of the benefits the project will provide to the community.
- **Community Needs** – Identification and alignment with the specific needs of the community being served.
- **Service Uniqueness** – Assurance that the project avoids duplicating existing services in the community.
- **Service Delivery in Goodyear** – The organization provides services within Goodyear or utilizes tele-services/mobile-service models to serve Goodyear residents.

- **Documentation of Community Impact** – Established methods for tracking and documenting the number of Goodyear residents or household served and benefits provided to the community.
- **Clarity of Goals and Objectives** – Well-defined, measurable outcomes with a clear plan for implementation.
- **Organizational Longevity and Reputation** – Proven history and positive reputation of the organization in the community.
- **Past Impact** – Documented evidence of the organization’s past contributions and positive impact on the community.
- **Follow-up on Previous Appropriations** – Timely and thorough follow-up documentation for any previously awarded funding.
- **Sustainability and Additional Funding** – Ability to secure funding from other sources to sustain the project.

4. Priorities

Priority consideration will be given to projects and programs that:

- **Meet Basic Needs** – Provide access to nutritious food, clothing, shelter, and emergency financial assistance for Goodyear residents in crisis or facing instability.
- **Create Community Spaces** – Develop spaces that foster social and cultural cohesion.
- **Improve Service Delivery Systems** – Strengthen case management, expand digital access and technology, integrate peer support, and implement trauma-informed care.
- **Expand Mental Health Services** – Increase access to mental health care for individuals and families.
- **Advance Regional Solutions** – Address regional challenges through collaborative initiatives that create broader community impact.
- **Promote Economic Stability** – Help individuals achieve sustainable income and financial security through targeted programs.
- **Improve Transportation Access** – Expand transportation options to ensure equitable access to essential services.

And, serve at least one of the following populations:

- **Older adults and individuals with disabilities** who live on low, fixed incomes.
- **Individuals and families with low incomes.**
- **Families with children** who are in need of support.
- **Individuals with mental health concerns**, including those experiencing or recovering from abuse, and those facing challenges with substance misuse.
- **Individuals experiencing or at risk of homelessness**, including those in “doubled-up” living situations.
- **Individuals with limited financial literacy** who need assistance to improve their understanding.
- **Young people who are disconnected** from education or employment opportunities.

5. Grant Application Process

- **Notice of Funding Application (NOFA):** The local government will issue a public notice outlining available grant opportunities, eligibility criteria, deadlines, and application procedures.
- **Application Submission:** Eligible nonprofits must submit their proposals by the deadline specified in the NOFA.
- **Staff Review:** Goodyear staff will review the application completeness and confirm eligibility.
- **Evaluation:** A designated review committee will assess eligible applications based on alignment with funding priorities, organizational capacity, expected impact, and available public resources.
- **Approval and Award:** Final funding decisions will be made by the City Council, with award notifications issued thereafter.

6. Grant Awards

- Recipients must enter into a formal grant agreement detailing terms, conditions, and reporting requirements.
- Funds will be disbursed as a lump sum if all requirements are met.
- Any unspent or misused funds must be returned to the City.

7. Reporting and Accountability

- Grant recipients must submit periodic progress reports, including financial statements and program impact assessments.
- Goodyear reserves the right to conduct audits or site visits to ensure compliance.
- Noncompliance may result in funding suspension, termination, or ineligibility for future grants.

8. Conflict of Interest and Ethical Considerations

- Government officials, employees, and review committee members must disclose any conflicts of interest related to grant applicants.
- Grant funding decisions must be made impartially and free from political influence or personal gain.
- Nonprofits receiving funds must adhere to ethical fundraising and financial management practices.

9. Amendment and Review

This policy will be reviewed periodically to ensure effectiveness and compliance with evolving community needs and regulatory requirements. Amendments may be made by the City Council as necessary.

10. Public Transparency

All grant awards, application processes, and recipient performance reports will be publicly accessible to ensure transparency and accountability in the use of public funds.

RESOLUTION No. 01-779

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING AND DECLARING AS A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND ENTITLED "CITY OF GOODYEAR COUNCIL COMMUNITY RELATIONS PROGRAM POLICIES".

BE IT RESOLVED BY THE MAYOR AND COUNCIL of the City of Goodyear, Maricopa County, as follows:

Those certain documents entitled CITY OF GOODYEAR COUNCIL COMMUNITY RELATIONS PROGRAM POLICIES" is adopted and,

Those certain documents entitled "CITY OF GOODYEAR COUNCIL COMMUNITY SERVICE SUPPORT PROGRAM POLICIES" AND "CITY OF GOODYEAR COUNCIL INTERGOVERNMENTAL AGREEMENTS AND MEMORANDUMS OF UNDERSTANDING POLICIES" AND "CITY OF GOODYEAR COUNCIL SPECIAL EVENT FUNDING PROGRAM POLICY", three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona this 23th day of July, 2001.

ATTEST:




William O. Arnold, Mayor


Dee Cockrum, City Clerk

APPROVED AS TO FORM:


James H. Oeser, City Attorney

POLICY STATEMENT

Subject: City of Goodyear Council Community Relations Program Policies

Origination date: 07/23/01

Date: July 23, 2001

Policy number: CC-01-06

Purpose

The purpose of this policy is to provide direction and guidelines upon which to base Council's Community Funding decisions.

Policy

It is the policy of the City of Goodyear to continue those social and community services that are needed and provide direct or indirect benefit to the Goodyear residents, and, without which, the city would likely spend greater sums in order to provide the services.

CITY OF GOODYEAR COUNCIL COMMUNITY RELATIONS PROGRAM
POLICIES INCLUDE:

- CITY OF GOODYEAR COUNCIL COMMUNITY SERVICE SUPPORT PROGRAM POLICIES
- CITY OF GOODYEAR COUNCIL INTERGOVERNMENTAL AGREEMENTS AND MEMORANDUMS OF UNDERSTANDING POLICIES
- CITY OF GOODYEAR COUNCIL SPECIAL EVENT FUNDING PROGRAM POLICY

COMMUNITY FUNDING PROGRAM POLICY

DEFINITION OF PROGRAMS ELIGIBLE FOR COMMUNITY SERVICE SUPPORT FUNDING:

Programs eligible for Community Funding in the City of Goodyear are programs that are needed and provide a significant direct or indirect benefit to Goodyear residents. All applicants must have a Tax I.D. number and be a non-profit organization or affiliated with this type of program.

GOAL:

One of the City Council goals that were adopted in FY94-95 was "to continue those social and community services that are needed and provide direct or indirect benefit to the Goodyear residents".

CRITERIA FOR REQUESTS:

Examples of criteria that may be considered by the Council in determining an organization's or a project's value to the community are:

- Benefits to be provided to the community.
- Community needs.
- Avoidance of duplication of existing services.
- Geographic service area.
- Methods of documenting the benefits to be provided to the community.
- Clarity of the project's stated goals and objectives.
- Longevity and reputation of the organization's service in the community.
- Documented past benefits provided to the community.
- Follow-up documentation provided for previous appropriations.
- Ability to obtain funding from other sources.
- Must have tax identification # or be 501.c3 or affiliated with such a program

POLICY REGARDING DUPLICATE SERVICES:

If duplicate services are being provided, Council may elect to only fund one agency.

INTERGOVERNMENTAL AGREEMENTS AND MEMORANDUMS OF UNDERSTANDING

When providing Community Service Support to other cities, towns, schools, county or state agencies it is appropriate to enter into an Intergovernmental Agreement or Memorandum of Understanding with the entity for the benefit and protection of both entities.

GUIDELINES FOR ALLOCATING COMMUNITY SERVICE SUPPORT FUNDING

Some of the guidelines City of Goodyear Mayor and Council have used in the past to establish criteria for allocating Community Service Funding are:

- The Community Service Support Funding revenues are generally increased/decreased annually by the percentage of increase in retail sales tax revenues.
- If the organization's request for funding increases over the previous year allocation, the percentage of growth used in the formula for establishing the fund budget would be used. (If increase was 21% that would be the maximum increase that an organization could receive.
- To establish creditability and demonstrate need and ability, first time requests would be funded up to \$1,500 for the first year.

SPECIAL EVENT FUNDING PROGRAM POLICY

In addition to Community Service Support, Council also receive requests for participation in Special Events. This participation is considered sponsorship. Funding for these are placed in a separate budget line item so we can determine the true cost of special events. The Special Event Budget consists of numerous events and activities within the city.

IN-KIND SERVICES:

In addition to Community Service Support, requests are received for In-Kind Contributions.

Any In-Kind Services for staff assistance at events will be put in the respective Special Event line item budget. This figure should be taken into consideration when allocating funds for the next year.

PERMIT FEES:

Many times we are asked to waive permit fees for special events for non-profit agencies. Waived fees will be charged to a Permit Fee line item in the Community Services Support Budget.

AGENDA ITEM # 8.D
DATE: 07-23-01
COAC NUMBER: 01-1137.doc

**CITY OF GOODYEAR
CITY COUNCIL ACTION FORM**

SUBJECT: Council adopt Resolution 01-779
adopting and declaring as a Public Record
"City of Goodyear Council Community
Relations Program Policies".

STAFF PRESENTER: Dee Cockrum
COMPANY
CONTACT:

RECOMMENDATION:

Council adopt Resolution No. 01-779 adopting and declaring as a Public Record those certain documents filed with the City Clerk and entitled "City of Goodyear Council Community Relations Program Policies" for private/non-profit program funding.

DISCUSSION:

One of the City Council goals that were adopted in FY94-95 was "to continue those social and community services that are needed and provide direct or indirect benefit to the Goodyear residents".

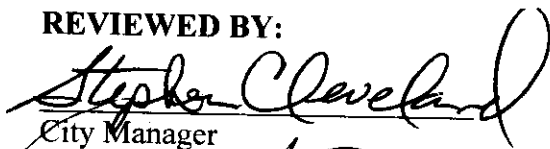
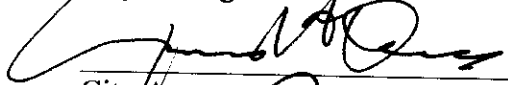
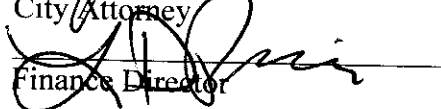
The formula is based on using the percentage of growth between the prior two calendar years retail sales in the city. Attached is the recommended policy statement to help Council develop criteria and funding methods to prioritize the Community Service Support requests. These policy recommendations are based upon practices the Council has used in the past for Community Funding requests.

Attached are a Community Services Budget and a Special Event Budget which have been prepared as a result of your May 7, 2001 worksession. The numbers are based upon your discussion at the worksession. Using the Council criteria, repeat projects will receive up to 22% over the dollar amount received in the prior year, based on a 22% increase in retail sales tax over the prior two calendar years. If they are a new request, the criteria is for first time funding up to \$1,500.

FISCAL IMPACT

Community Funding Line Item in FY2001-02 budget is \$161,072.

REVIEWED BY:


City Manager

City Attorney

Finance Director

PREPARED BY:


Dee Cockrum



Goodyear Community Funding Policy





Agenda

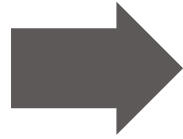
- Evolution of Goodyear Community Funding
- Draft Policy
- Next Steps



THE EVOLUTION OF Goodyear Community Funding

FY94-95 Council Goal

- To continue those social and community services that are needed and provide direct or indirect benefit to the Goodyear residents.



2001 Policy Statement

- ...and, without which, the city would likely spend greater sums in order to provide the services.

Resolution No. 01-779

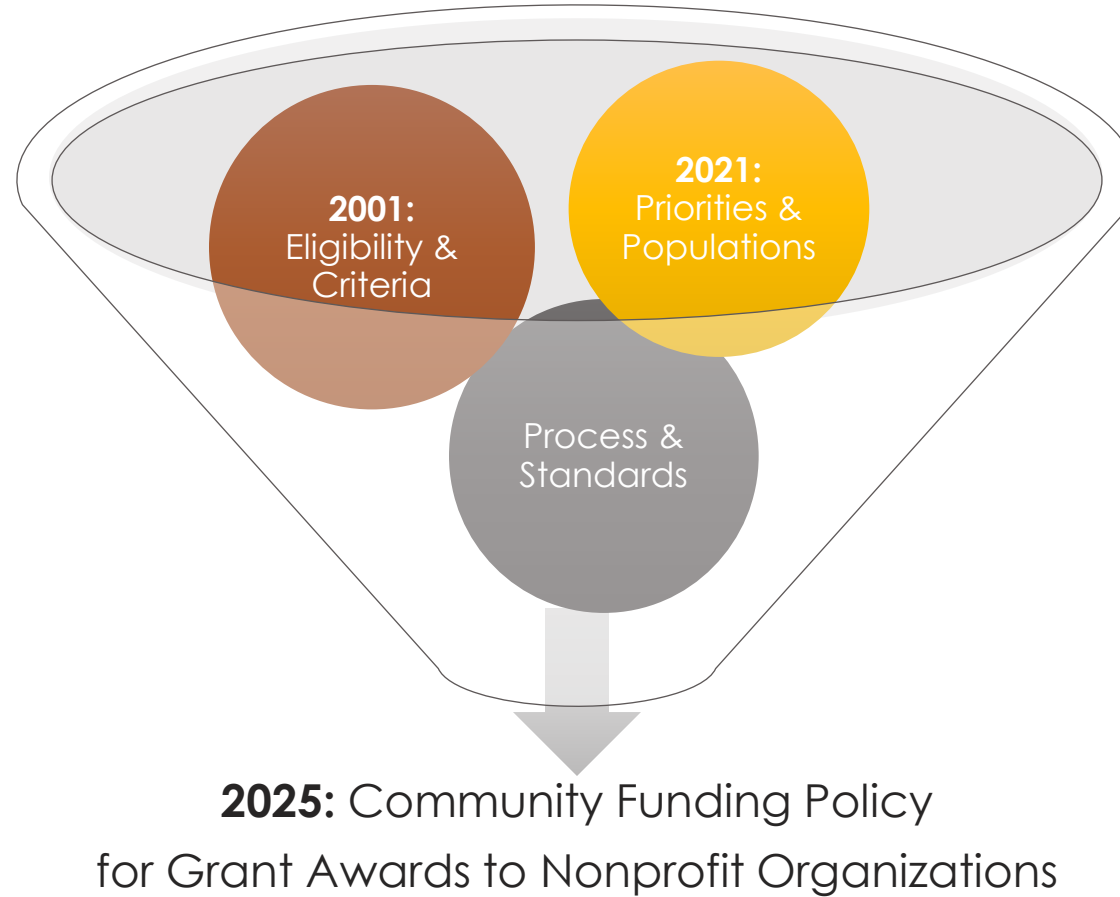


2021 Work Sessions & Resolution

- Focus on:
 - ✓ 2019 community assessment priority areas
 - ✓ CANS Plan - Phase I vulnerable populations and priority service areas
- Resolution No. 2021-2192**



THE EVOLUTION OF Goodyear Community Funding





Next Steps

- Release Application – 4/12 – 5/11
- Subcommittee Meeting – W/O 6/2
- Recommendation to Council – 7/7

