



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

*****MEETINGS STREAMED LIVE ON [TOWN OF GUADALUPE FACEBOOK PAGE](#)*****

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

Agendas/Minutes:
www.guadalupeaz.org

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

NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, DECEMBER 9, 2021
6:00 P.M.

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

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, December 9, 2021, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 1. Approval of the November 18, 2021, Town Council Regular Meeting Minutes.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATIONS: None.
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 1. **COVID-19 ACTION UPDATE:** Council will receive an update from staff regarding current Town of Guadalupe COVID-19 positive case rates, scheduled testing, vaccination information, Town service and steps taken to safeguard public health and safety in response to the Coronavirus. Council may provide direction to the Town Manager / Clerk. *Material for this agenda item will be provided at the meeting.*



Valerie Molina
Mayor

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2. PUBLIC HEARING – 2018 INTERNATIONAL FIRE CODE ADOPTION (ORDINANCE NO. O2021.03): Public hearing to consider adoption of an ordinance amending the Town of Guadalupe Code of Ordinances, Title III, Administration, Chapter 33, Police and Fire Departments, § 33.31, to adopt the 2018 International Fire Code. Council may provide direction to the Town Manager / Clerk.

3. 2018 INTERNATIONAL FIRE CODE ADOPTION (ORDINANCE NO. O2021.03): Council will consider and may take action to adopt an ordinance amending Title III, Administration, Chapter 33, Police and Fire Departments, § 33.31 to adopt the 2018 International Fire Code. Council may provide direction to the Town Manager / Clerk.

4. AWARD OF CONTRACT – HOMELESSNESS SERVICES: Council will consider and may take action to award a contract (C2021-71) to Chicanos por la Causa in the amount of \$325,000 for the provision of homelessness services. The purpose of this contract is to provide services to homeless individuals or members of households in the Town of Guadalupe in the following areas: obtaining and retaining permanent housing, community outreach, access to shelter, supportive services, track data utilizing the Homeless Management Information System, address substance abuse, healthcare and behavioral health, and resources for COVID-19 testing, vaccinations, and treatment. The contract amount is \$325,000 and is funded by Town Council approved COVID-19 funds provided by the Pascua Yaqui Tribe. Council may provide direction to the Town Manager / Clerk.

5. TOHONO O’ODHAM NATION GRANT-IN-AID AGREEMENT (RESOLUTION NO. R2021.27): Council will consider and may take action to adopt Resolution No. R2021.27 authorizing the Mayor, or designee, to execute a grant-in-aid agreement (C2021-72) between the Tohono O’odham Nation and the Town of Guadalupe to accept an awarded 12% local revenue sharing contribution in the amount of \$80,000 for renovations to the Senior Center patio and craft room. Adoption of the resolution authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement. Council may provide direction to the Town Manager / Clerk.

6. COMMUNITY BLOCK GRANT PROGRAM (AMENDMENT TO RESOLUTION NO. R2021.25): Council will consider and may take action to adopt an amendment to Resolution No. R2021.25 by adding clarifying language regarding the Town being responsible for operations and maintenance of the Town’s wastewater system. Adoption of the resolution authorizes the Mayor and Town Manager / Clerk to execute any documents in furtherance of this application. Council may provide direction to the Town Manager / Clerk.

7. TRIBAL REVENUE SHARING GRANT UPDATE: Council will receive a report from staff summarizing the 2021 tribal revenue sharing grant requests submitted and grants awarded. Twelve tribal revenue sharing grants were requested this year totaling \$751,000. Of that, three grants totaling \$240,000 were awarded. Council may provide direction to the Town Manager / Clerk.

8. SIDEWALK REPAIR UPDATE: Council will receive a report from staff regarding sidewalk repairs at 31 locations throughout town. Repairs will begin on December 10, 2021, and continue through the end of January, 2022. The total cost of the project is \$26,420, as approved by Town Council at the October 28, 2021, Regular Council meeting. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGERS’ COMMENTS

I. COUNCILMEMBERS’ COMMENTS

J. ADJOURNMENT



December 3, 2021

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **December 9, 2021, Town Council Regular Meeting Information Report**

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

Agenda Items:

D1. NOVEMBER 18, 2021, REGULAR COUNCIL MEETING MINUTES. (PAGES 5 – 12)

G1. COVID-19 ACTION UPDATE (MATERIAL WILL BE PROVIDED AT THE MEETING): Council will receive an update from Town staff regarding current Town of Guadalupe COVID-19 positive case rates, scheduled testing, vaccination information, Town service and steps taken to safeguard public health and safety in response to the Coronavirus.

G2. PUBLIC HEARING – G3. 2018 INTERNATIONAL FIRE CODE ADOPTION (ORDINANCE NO. O2021.03) (PAGE 13): A public hearing is required to consider adoption of an ordinance amending the Town of Guadalupe Code of Ordinances, Title III, Administration, Chapter 33, Police and Fire Departments, § 33.31, to adopt the 2018 International Fire Code. Adoption of the ordinance brings the Town Fire Code up to current regulatory standards.

G3. 2018 INTERNATIONAL FIRE CODE ADOPTION (ORDINANCE NO. O2021.03) (PAGE 13): Council will consider and may take action to adopt an ordinance amending Title III, Administration, Chapter 33, Police and Fire Departments, § 33.31 to adopt the 2018 International Fire Code.

Approval of this action would bring the Town of Guadalupe Fire Code up to current regulatory standards. As such, staff recommends approval.

G4. AWARD OF CONTRACT – HOMELESSNESS SERVICES (PAGES 14 – 51): The contract (C2021-71) with Chicanos por la Causa in the amount of \$325,000 is for the provision of homelessness services. The purpose of this contract is to assist homeless Town of Guadalupe individuals or households in obtaining and retaining permanent housing, community outreach, access to shelter, permanent housing, supportive services, track data in the the Homeless Management Information System (HMIS); address substance use, healthcare and behavioral health and resources for COVID-19 testing, vaccinations, and treatment.

The Town solicited a Request for Proposal (RFP) in October 2021 for homelessness services. The Town received two proposals in response to the RFP, one from the Tempe Community Action Agency and one from Chicanos por la Causa.

Submittals were evaluated based on the following criteria:

Evaluation and Criteria Process

- *How well does the response meet or exceed the requirements as specified in this RFP?*
- *Is it a complete solution?*
- *Does the solution appear to address the issues in a timely manner?*

- *Are the outcomes clear and measurable?*
- *Will the funds required provide the greatest value?*
- *Do the services offered, fit into the agency's core competencies?*
- *Risk to Town of Guadalupe.*

As a result of this evaluation, Town staff recommends awarding the contract to Chicanos por la Causa. This contract is funded by Town Council approved COVID-19 funds provided by the Pascua Yaqui Tribe. The contract term ends December 31, 2022, unless extended for one year by both parties.

G5. TOHONO O'ODHAM NATION GRANT-IN-AID AGREEMENT (RESOLUTION NO. R2021.27) (PAGE 52 – 58): Resolution No. R2021.27 is a grant-in-aid agreement (C2021-27) between the Tohono O'odham Nation and the Town of Guadalupe to accept an awarded 12% local revenue sharing contribution in the amount of \$80,000 for renovations to the Senior Center patio and craft room. Renovations to the Senior Center patio will allow the space to become usable. Town staff recommends approval of Resolution No. R2021.27.

G6. COMMUNITY BLOCK GRANT PROGRAM (AMENDMENT TO RESOLUTION NO. R2021.25) (PAGES 59 – 60): The proposed amendment to Resolution No. R2021.25 adds clarifying language regarding the Town being responsible for the operations and maintenance of the Town's wastewater system. Once adopted, staff will forward the amended Resolution to Maricopa County for inclusion in the 2022 Community Block Grant Program application.

G7. TRIBAL REVENUE SHARING GRANT UPDATE (PAGE 61): Staff will provide a summary of the 2021 tribal revenue sharing grant requests submitted and grants awarded. As summarized in the table, 12 tribal revenue sharing grants were submitted to five Tribes totaling \$751,000. Of these 12 requests, three grants totaling \$240,000 were awarded or 32% of requested funds. To note, two of the three Pascua Yaqui Tribe requests were awarded through COVID-19 grants.

To note, awarded grant funds provide resources to address one time and or specific projects, programs, or services. These funds offer an alternative funding source and relief to the Town's General Fund. Each of the awarded grants must be used to fund exactly what was requested in the grant application.

G8. SIDEWALK REPAIR UPDATE (PAGE 62): Staff will provide a status report of the scheduled 31 sidewalk repairs located throughout the Town. Repairs will begin on December 10th and continue through the end of January. The total cost of project is \$26,420, as approved by Town Council at the October 28, 2021 Regular Council meeting.



Minutes Town Council Regular Meeting November 18, 2021

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, November 18, 2021, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. Mayor Molina called the meeting to order at 6:06 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina. The following councilmembers participated via video conference: Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Elvira Osuna and Councilmember Anita Cota Soto (*arrived at 6:15 p.m.*)

Councilmembers Absent: Councilmember Gloria Cota and Councilmember Joe Sánchez

Staff Present: Jeff Kulaga – Town Manager / Clerk, Jennifer Drury – Assistant to the Town Manager, and David Ledyard – Town Attorney (via video conference)

C. INVOCATION/PLEDGE OF ALLEGIANCE

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

D. APPROVAL OF MINUTES

1. Approval of the October 20, 2021, Town Council Special Meeting Minutes.
2. Approval of the October 28, 2021, Town Council Regular Meeting Minutes.

Motion by Vice Mayor Vital to approve agenda items D1 and D2; second by Councilmember Bravo. Motion passed unanimously on a voice vote 4-0.

1. Councilmembers approved the October 20, 2021, Town Council Special Meeting Minutes.
2. Councilmembers approved the October 28, 2021, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC:

Mayor Molina called upon Oscar Martinez to address the Council. Mr. Martinez requested consideration of installing a flagpole at the Town cemetery. Mr. Martinez then requested that the baseball field backstop be repaired. Mayor Molina requested that the Town Manager / Clerk contact Mr. Martinez regarding his comments.

Mayor Molina called upon Augustine Valencia Jr. to address the Council. Mr. Valencia discussed vandalism and water damage at Yaqui Park. He noted that the Park needs to be beautified. Mayor Molina requested that the Town Manager / Clerk contact Mr. Valencia regarding his comments.

F. MAYOR and COUNCIL PRESENTATIONS: None.



G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. JOBS FOR ARIZONA GRADUATES (JAG) PRESENTATION

Mayor Molina called upon Graciela Garcia Candia, JAG President, to provide a presentation from a Jobs for Arizona Graduates (JAG) representative regarding offering career and employment services to Guadalupe young adults. Ms. Candia stated that JAG is a 40-year-old non-profit organization that provides services to youth in communities throughout Arizona. Dianna Harrier, Director of Operations, provided a program overview, outlined community partnerships, discussed the population served by JAG, and reviewed the Program graduation rates and results compared to those of the State of Arizona.

Councilmember Cota Soto joined the meeting via Zoom.

Ms. Candia and Ms. Harrier discussed networking opportunities that JAG offers to youth.

Councilmembers requested that the Town Manager / Clerk, initiate discussions with JAG for the implementation of a JAG program in Guadalupe.

2. TRIBAL REVENUE SHARING GAMING GRANT SUPPORT LETTER REQUEST

Mayor Molina stated that this agenda item is for Council to consider approving a support letter from the Town for inclusion with the Guadalupe Boxing Gym's revenue sharing gaming grant application to the Pascua Yaqui Tribe. The Guadalupe Boxing Gym is requesting \$15,000 for youth boxing services.

Jeff Kulaga, Town Manager / Clerk, stated that at a recent Town Council Meeting, the Council approved a support letter request application process for non-profit organizations that are applying for various tribal revenue sharing grants. The Guadalupe Boxing Gym has submitted an application for a support letter. Irene Soto is the applicant.

Irene Soto, Applicant, stated that the grant request is to allow the Boxing Gym to remain open for business. Grant funding will be used to fund youth participation for those that cannot afford to participate.

Motion by Vice Mayor Vital to approve agenda item G2; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved providing a support letter from the Town for inclusion with the Guadalupe Boxing Gym's revenue sharing gaming grant application to the Pascua Yaqui Tribe. The Guadalupe Boxing Gym is requesting \$15,000 for youth boxing services.

3. PUBLIC HEARING COMMUNITY BLOCK GRANT PROGRAM (RESOLUTION NO. R2021.25)

Mayor Molina stated that this agenda item is for Council to hold a public hearing to obtain citizen comment and input for the proposed wastewater system rehabilitation project application for submittal to Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program for fiscal year 2022-2023. *(related to G4)*

Jeff Kulaga, Town Manager / Clerk, stated that this is an annual process for the Town to submit an application to the Maricopa County Community Block Grant Program. The Town is requesting a grant of \$550,000 to replace approximately 4,700 linear feet of sewer lines, manholes, and vertical pipe.

Motion by Vice Mayor Vital to open the public hearing; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.

Mayor Molina opened the public hearing. No members of the public one spoke.



Motion by Vice Mayor Vital to close the public hearing; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.

Mayor Molina closed the public hearing.

Councilmembers held a public hearing to obtain citizen comment and input for the proposed wastewater system rehabilitation project application for submittal to Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program for fiscal year 2022-2023.

4. COMMUNITY BLOCK GRANT PROGRAM (RESOLUTION NO. R2021.25)

Mayor Molina stated that this agenda item is for Council to consider adoption of a resolution authorizing the Town to submit an application to the Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program for a wastewater system rehabilitation project consisting of the repair and replacement of 16 segments of sewer line including 2 segments totaling 12 linear feet of open cut point repair, 14 segments totaling 4,699 linear feet of cured-in-place pipe repair, and the repair of 5 manholes. The proposed grant request totals \$550,275 for fiscal year 2022-2023. The application submittal deadline is December 2, 2021. Adoption of the resolution authorizes the Mayor and Town Manager / Clerk to execute any documents in furtherance of this application. (*related to G3*)

Jeff Kulaga, Town Manager / Clerk, stated that this agenda item relates to the replacement of 16 segments of sewer lines, totaling approximately 4,700 linear feet, and the replacement of 5 manhole covers. The sewer line system was built in 1968. The grant request is for \$550,275. This would be the third year of sewer line repairs, in a five-year program.

In response to questions, Mr. Kulaga discussed the 16 segments where repairs would occur and where they are located in Town. CDBG funding comes from the United States Department of Housing and Urban Development (HUD) to Arizona counties who then distribute the funds to various municipalities and non-profit organizations. The HUD funding amounts are announced close to Labor Day. Staff collaborates on what will be included in the Town's application. The County rates the various projects outlined in each of the applications submitted. If the grant funds are awarded, the funding would become available in August, 2022.

Motion by Vice Mayor Vital to approve agenda item G4; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

Councilmembers adopted **RESOLUTION NO. R2021.25** authorizing the Town to submit an application to the Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program for a wastewater system rehabilitation project consisting of the repair and replacement of 16 segments of sewer line including 2 segments totaling 12 linear feet of open cut point repair, 14 segments totaling 4,699 linear feet of cured-in-place pipe repair, and the repair of 5 manholes. The proposed grant request totals \$550,275 for fiscal year 2022-2023. The application submittal deadline is December 2, 2021. Adoption of the resolution authorizes the Mayor and Town Manager / Clerk to execute any documents in furtherance of this application.



5. AK-CHIN INDIAN COMMUNITY GAMING GRANT INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2021.26)

Mayor Molina stated that this agenda item is for Council to consider adopting Resolution No. R2021.26 authorizing the Mayor, or designee, to execute an intergovernmental agreement, (IGA), between the Ak-Chin Indian Community and the Town of Guadalupe to accept an awarded 12% Contribution Grant in the amount of \$100,000 for the purchase of self-contained breathing apparatus equipment for Guadalupe Firefighters. Adoption of the resolution authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement.

Jeff Kulaga, Town Manager / Clerk, stated that the Ak-Chin Indian Community has awarded the Town a \$100,000 gaming grant. As part of the process, the Town must commit to spend the funding for the purpose as it was requested, for the purchase of self-contained breathing apparatus equipment. Staff recommends approval of this agenda item.

Motion by Vice Mayor Vital to approve agenda item G5; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.

Councilmembers adopted **RESOLUTION NO. R2021.26** authorizing the Mayor, or designee, to execute an intergovernmental agreement, IGA (Grant No: 21-06) (C2021-69), between the Ak-Chin Indian Community and the Town of Guadalupe to accept an awarded 12% Contribution Grant in the amount of \$100,000 for the purchase of self-contained breathing apparatus equipment for Guadalupe Firefighters. Adoption of the resolution authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement.

6. AWARD OF CONTRACT – LOCAL BUSINESS ASSISTANCE PROGRAM

Mayor Molina stated that this agenda item is for Council to consider awarding a contract to Local First Arizona in the amount of \$20,000 for small business recovery and resiliency services related to COVID19 recovery. Services include technical assistance, business assessments, recommendations, and training. Funds are available through the approved Fiscal Year 2022 Town budget, American Rescue Plan Act funds related to COVID-19 economic recovery.

Jeff Kulaga, Town Manager / Clerk, stated that approval of this agenda item would authorize the Town to partner with Local First on a small business recovery and resiliency program as a result of the COVID-19 pandemic. There would be an application process for local businesses that have a business license in Town. Staff will provide Local First representatives with a list of businesses that are licensed in Town. The Program would not be monetary assistance to businesses, but rather consulting with businesses, conducting assessments, providing training, and providing various other services to local businesses.

Motion by Vice Mayor Vital to approve agenda item G6; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.

Councilmembers awarded a contract to Local First Arizona (C2021-70) in the amount of \$20,000 for small business recovery and resiliency services related to COVID19 recovery. Services include technical assistance, business assessments, recommendations, and training. Funds are available through the approved Fiscal Year 2022 Town budget, American Rescue Plan Act funds related to COVID-19 economic recovery.

7. GENERAL FUND REVENUE ANALYSIS

Mayor Molina called upon Jeff Kulaga, Town Manager / Clerk, to provide an assessment of current General Fund revenues from the Town Manager and options to increase recurring revenue streams. Mr. Kulaga provided a slide presentation and outlined six fiscal messages for Council information and consideration:



1. General Fund Balance: improved financial standing
2. Local Sales Tax: 43% of General Fund Revenues
3. Local Sales Tax: 28% increase from Fiscal Year (FY) 20 to FY21
4. Hotel Bed Tax: 46% decrease from FY 20 to FY 21
5. Census Count: 6% decrease from FY 20 to FY 21
6. First Quarter FY 22: local sales tax & hotel bed tax trends

Trends indicate that local sales taxes are increasing and urban revenue sharing and state sales taxes are decreasing. Two local hotels closed during the pandemic and the third hotel may transition to a different use. Mr. Kulaga reviewed local sales tax and hotel bed tax trends. There is a 6% decrease in state shared revenues due to the 2020 Census, which will result in a loss of \$367,684 for Fiscal Year 2020 to Fiscal Year 2021. The loss of hotel bed tax and decrease in state shared revenues poses a significant recurring revenue decline which is estimated to be a \$530,000 loss in Fiscal Year 2022.

The Town does not have a revenue stream to address critical needs. Capital Projects that remain unaddressed continue to decline and deteriorate. The cost of labor and materials is increasing. The Capital Improvement Program includes over \$8 million in needed repairs over the next few years, with no revenue to cover these needs.

Mr. Kulaga stated that staff has issued multiple requests for proposals for the development of Town-owned vacant land. Two responses were received, one of which was an interest in building affordable housing, which is not a revenue generator.

In a recent public vote, the voters approved the use of recreational marijuana. Staff is recommending that the hours of operation for medical and recreational marijuana dispensaries be extended from a closing time of 10:00 p.m. to 12:00 midnight. Mr. Kulaga discussed legal advertising notification requirements and suggested that an ordinance amendment be considered at the January 27, 2022, Regular Council Meeting.

In response to a question regarding what other revenue generating options exist, Mr. Kulaga stated that staff will continue to pursue grant funding for specific projects, but grants are not guaranteed revenue. There are several needed repairs throughout Town, however, there are no resources to address these needs.

If Council were to approve adding the marijuana dispensary ordinance to an upcoming meeting agenda, it will require a public hearing and public notification of the public hearing, prior to the meeting. If adopted, the ordinance would take effect 30 days after adoption. The Council would not be obligated to vote on the ordinance and would have the option to continue the public hearing or the associated action item to a future meeting date.

In response to a question regarding the potential impact of the proposed ordinance amendment, Mr. Kulaga stated that the ordinance amendment would only impact the dispensaries located in Town. Dave Ledyard, Town Attorney, stated that if the ordinance is adopted, Guadalupe will be the only jurisdiction in Arizona that allows dispensaries to remain open after 10:00 p.m., which may attract other dispensaries to the Town. Adoption of the ordinance would not require the dispensaries to remain open until midnight, instead, it would be their option to do so.

Councilmembers agreed to schedule a public hearing for the marijuana ordinance amendment for the January 27, 2022, Regular Council Meeting.



8. COVID-19 ACTION UPDATE

Mayor Molina called upon Jeff Kulaga, Town Manager / Clerk, to provide an update regarding current Town of Guadalupe COVID-19 positive case and vaccinations rates, scheduled testing and vaccination information, and actions to continue to safeguard public health and safety in response to the Coronavirus.

Mr. Kulaga stated that on Saturday, November 27, the Town will host a light parade. On Saturday, December 18, there will be a Navidad en Guadalupe located in the Town Hall parking lot. This will be a drive through event. Information regarding these events is available on the town's website. The events will be COVID-19 safe.

The Town's vaccination rate stands at 48.5%. Several children's and booster vaccination clinics are scheduled for November at the Pascua Yaqui tribal building. Mr. Kulaga reviewed COVID-19 positive case rates in Town compared to Maricopa County.

In response to a question whether booster shots can be different from the original dose and are multiple boosters recommended, Vice Mayor Vital stated that it remains unclear in the medical community. Vice Mayor Vital announced an additional vaccination clinic scheduled for December.

Councilmembers discussed the low number of light parade entries at this time, and potentially cancelling the parade. The deadline to register to participate in the parade is Wednesday, November 24, 2021. Viewers were encouraged to attend the parade. Mr. Kulaga noted that there will be no tree lighting event this year due to the large gathering this event attracts. Staff continues to evaluate events to ensure everyone is safe.

In response to a question regarding the cost of the parade, Mr. Kulaga stated that parade costs consist of barricading the streets, Maricopa County Sheriff's Office personnel, and event planning costs.

A Councilmember noted that the parade route is one mile long. Attendees can socially distance themselves and watch the parade from their vehicles. The parade costs are paid for with grant funding. Mr. Kulaga stated that parade entry forms are available on the Town's website.

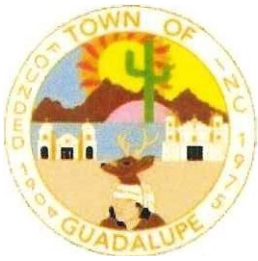
9. AVENIDA DEL YAQUI STREET IMPROVEMENT PROJECT UPDATE

Mayor Molina called upon Jeff Kulaga, Town Manager / Clerk, to provide an update regarding the Avenida del Yaqui Street Improvement Project (Project). The Project will resurface the roadway pavement, install new curbs and gutters, sidewalks, driveways, and striped bicycle facilities (designated bicycle lanes), new traffic control signs, and enhanced pedestrian crosswalks. The project cost is estimated at \$6,012,882 with \$5,670,148 funded through Federal transportation dollars and \$342,734 funded by the Town of Guadalupe, as the required 5.7% local funding responsibility. Construction is underway and project completion is scheduled for October 2022.

The Arizona Department of Transportation (ADOT) serves as the Project manager. Mr. Kulaga outlined project expectations and noted that there will be traffic delays and disruption throughout this Project. Trash, mail, and bus services will be disrupted. He then outlined the overall Project approach, Project expectations, and noted that the Project fact sheet is available on the Town's website. There will be pedestrian ways between barricades along the roadway. The second phase of the project will be the selection of landscaping materials. Weekly Project updates are provided to impacted residences, which include staff contact information.

10. 2022 JANUARY– DECEMBER COUNCIL MEETING SCHEDULE

Mayor Molina stated that this agenda item is for Council to consider approving the Town Council Regular Meeting Schedule for January through December 2022. Jeff Kulaga, Town Manager / Clerk, stated that staff is recommending cancelling the November 24, 2022, because it conflicts with



Thanksgiving. Mr. Kulaga noted that Council may consider rescheduling or cancelling the April 14, Council meeting as it conflicts with Holy Week, and the December 22, Council meeting due its proximity to the Christmas holiday.

Councilmembers discussed rescheduling the April 14, Council meeting to April 7, 2021.

Motion by Vice Mayor Vital to approve the proposed 2022 Council meeting schedule including cancelling the November 24, 2022 Council meeting; and, to reschedule the April 14, Council meeting to April 7, 2021; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved the 2022 Town Council Regular Meeting Schedule for January through December 2022; and, cancelled the Council Meeting on November 24, 2022; and, rescheduled the April 14, 2022 Council meeting to April 7, 2022.

11. CLAIMS

Mayor Molina stated that this agenda item is for Council to consider approving the check register for October 2021, totaling \$ 1,766,624.11.

Motion by Vice Mayor Vital to approve agenda item G11; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved the check register for October 2021, totaling \$ 1,766,624.11.

H. TOWN MANAGERS' COMMENTS – None.

I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- Thanked the viewers for watching the Council meeting.
- Thanked staff and her colleagues for their work.
- Stay safe and have a happy holiday.

Councilmember Osuna

- Thanked staff for their work.
- Thanked community members for keeping the elders and the community safe.
- Saturday, December 11, 2021, 6:00 p.m. – Santa Lucia Church event.
- Sunday, December 12, 2021 – planning for church services and events.

Councilmember Cota Soto

- Thanked staff for their work.
- Wished everyone a Happy Thanksgiving.

Vice Mayor Vital

- Thanked staff for their work.
- Thanked community members for talking precautions.
- Friday, November 19, 2021 – Vaccination and Booster Clinic, Tribal Building.
- Town Hall will be closed on November 25, and November 26, for Thanksgiving.

Mayor Molina

- Thanked staff for their work.
- Encouraged viewers to register to participate in the light parade.
- Reminded everyone to get their booster shots.
- Wished everyone a Happy Thanksgiving and to stay safe.



J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn the Regular Council Meeting; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

The meeting was adjourned at 7:57 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the November 18, 2021, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk

ORDINANCE NO. O2021.03

AN ORDINANCE OF THE TOWN OF GUADALUPE, ARIZONA, AMENDING TITLE III, ADMINISTRATION, CHAPTER 33, POLICE AND FIRE DEPARTMENTS, SECTION 33.31 ADOPTION OF THE INTERNATIONAL FIRE CODE, OF THE TOWN OF GUADALUPE CODE OF ORDINANCES BY ADOPTING THE 2018 INTERNATIONAL FIRE CODE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA:

§ 33.31 ADOPTION OF THE INTERNTIONAL FIRE CODE.

The International Fire Code, **2012 2018** Edition, (IFC **2012 2018**) copyrighted by the International Conference of Building Officials and the Western Fire Chief's Association, and the Uniform Fire Standards **2012 2018** Edition (UFS **2012 2018**) with modifications as adopted by the Arizona State Fire Marshal are hereby adopted as the Uniform Fire Code and the Uniform Fire Standards of the town and are made a part of this subchapter the same as though said Code was specifically set forth in full hereafter, at least three copies of said Codes shall be filed in the office of the Town Manager/Clerk and kept available for public use and inspection. With the adoption of this code and by the provisions of the town code, the intent of the Mayor and Council is to approve adoption and implementation of all future editions adopted by the State of Arizona of the International Fire Code.

(1989 Code, § 4-3) (Ord. 2001-01, passed 1-25-2001) (Ord. O2020.05, passed 4-23-2020)

PASSED AND ADOPTED by the Mayor and Council of the Town of Guadalupe, Arizona, this 9th day of December, 2021.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorney's

**TOWN OF GUADALUPE
AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES**

C2021-71

THIS AGREEMENT made and entered into, by and between the **TOWN OF GUADALUPE** (“Town”), an Arizona municipal corporation, and **CHICANOS POR LA CAUSA** (“Contractor”), an Arizona nonprofit organization, who shall be collectively referenced to as the “Parties”, or individually as a “Party”.

WHEREAS it is necessary that the **Town of Guadalupe** and **Chicanos Por La Causa** enter into an **AGREEMENT** for the implementation of certain activities to address the homelessness within the Town boundaries.

AGREEMENT TERM: This **AGREEMENT** shall take effect as of the date of execution by the **Town** and shall be in effect until December 31, 2022, with an option to extend for an additional 12 months, if desired by both parties.

NOW, THEREFORE, the parties do hereby agree as follows:

- A. On March 11, 2021, the American Rescue Plan Act (“ARP Act”) was signed into law. The ARP Act was intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The ARP Act established and funded the Coronavirus State and Local Fiscal Recovery Funds (the “CSLFRF”), which included nineteen (19) billion dollars for tribal governments to respond to the impact of COVID-19 and assist in efforts to contain COVID-19 in tribal communities, on tribal residents, and on tribal businesses.
- B. The Town has received a portion of these funds from the Pascua Yaqui Tribe, in order to respond to the public health emergency and its negative impacts and make necessary investments in order to support the health of the residents of the Town.
- C. The Town administered a Request for Proposals (RFP) process as part of a fair and open procurement to select a contractor to create a solution to address the homelessness within the Town boundaries.
- D. The Contractor has responded to the Town’s Request for Proposal in which the Contractor asserts its willingness, ability, and qualifications to provide this work and service (hereinafter referred to as the “Work”).
- E. Town and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.

AGREEMENT

NOW, THEREFORE, Town retains Contractor to perform, and Contractor agrees to rend the services in accordance with the terms and conditions set forth as follows:

1. **AMOUNT AND NATURE OF ASSISTANCE BY THE TOWN:**
 - a. Subject to all of the terms, covenants and conditions of this Agreement, the TOWN will provide up to \$325,000.00 of the CSLFRF funds provided by the Pascua Yaqui Tribe, to operate the program as described in the Scope of Work as outlined by the Proposal submitted by the Contractor (Exhibit A) in response to the Town’s RFP (Exhibit B).

- b. The CONTRACTOR specifically agrees to be responsible for all sums in excess of the funds provided by the Town necessary to operate the Program.
- 2. CONTRACT TERM: The Term of this Agreement shall be performed from December 10, 2021, through December 31, 2022. The initial Work, as defined by the Contractor's timeline included in the Proposal (Exhibit B) should be completed within 90 days of the issuance of the Agreement.
- 3. PRICE: The Town will disburse portions of the available funds in such amounts and increments as may be approved by the Town to reimburse the Contractor for expenses reflected in the approved included in the Contractor's Proposal (Exhibit B).
 - a. Reimbursements will be made upon submission by the Contractor of proper invoices and supporting documentation, as required by the Town in its reasonable discretion.
 - b. The budget may not be amended or supplements without the prior written consent of the Town.
- 4. PERFORMANCE REPORTS; WORK CONFERENCES; HMIS ENTRIES:
 - a. The Contractor will prepare and submit monthly performance reports, and other reports and records as may be required by the Town which will summarize data and operation of the Program.
 - b. The Contractor's Executive Director or key personnel will attend work conferences and other meetings as may be required by the Town.
 - c. The Town will set up an activity on the Homeless Management Information System (HMIS) and the Contractor will be responsible for entering data and keeping the input current.
- 5. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of services retain the Contractor's status as an independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of Town, and Town shall have no obligation to pay or withhold state or federal taxes, or provide workers compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the work required by the contract documents. Contractor shall be responsible to the Town for the acts and omissions of its employees.
- 6. INDEMNIFICATION: To the fullest extent of the law, Contractor shall defend, indemnify and hold harmless Town, its elected and appointed officers, officials, agents and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Town, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to impairment, or destruction of property including loss of use resulting therefrom, caused by a Contractor's acts, errors, mistakes, omissions, Work or services in the performance of this Agreement including any employee of Contractor, any tier Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Work or Services Contractor may be legally liable.
- 7. ENFORCED DELAYS (FORCE MAJUERE): Neither Town nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including , but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor dispute,

and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, Sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Work. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors or investors desired by Contractor in connection with the Work. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of any such Enforced Delay, the time or times of performance of the obligations or the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of such provisions of this section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

8. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Maricopa County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of term or condition of this Agreement It is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
9. SUCCESSORS/NO ASSIGNMENT PERMITTED: Town and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due without the previous written consent of Town.
10. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first-class postage prepaid to the last business address known to them who gives notice.
11. SAFETY: Contractor and/or its subcontractors shall be solely responsible for job safety at all times.
12. RIGHTS AND REMEDIES: The duties and obligations imposed by the Agreement documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, right and remedies otherwise imposed or available by law. No action or failure to act by Town or Contractor shall constitute a waiver of any right or duty duly afforded any of them under the Agreement, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.
13. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties. That said, the agreed upon scope of work, or solution to the stated technology issue, will be completed within the initial term of the Agreement.

14. ENTIRE AGREEMENT: This Agreement and any Exhibits represent the entire Agreement between the Town and Contractor and supersede all prior negotiations, representations, or agreements, either express or implied, written or oral. It is mutually agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any inconsistency shall be resolved, if possible, by construing the provisions as mutually complimentary and supplementary.
15. SEVERABILITY: Town and Contractor each believe that the execution, delivery, and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring Town to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or town code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.
16. SUCCESSORS & ASSIGNS: Town and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to their partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the contract documents. Neither Party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of Town.
17. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.
18. CONFLICT OF INTEREST: This Agreement is subject to, and may be terminated by, the Town in accordance with the provisions of A.R.S. §38-511.
19. PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §§35-393 through 35-903.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.
20. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.
21. CONTRACT DOCUMENTS: This Agreement includes the following exhibits incorporated herein by reference:
 - EXHIBIT "A": REQUEST FOR PROPOSALS
 - EXHIBIT "B": CHICANOS POR LA CAUSA PROPOSAL
 - EXHIBIT "C": CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

(signature page follows)

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 9th day of December, 2021.

CONTRACTOR:

Chicanos Por La Causa
An Arizona nonprofit corporation

By: David Adame
Title: President & CEO

TOWN:

TOWN OF GUADALUPE
An Arizona municipal corporation

By: Valerie Molina
Title: Mayor

ATTEST:

Jeff Kulaga
Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard
Town Attorney

EXHIBIT "A": REQUEST FOR PROPOSALS



Town of Guadalupe Request for Proposals

HOMELESSNESS SERVICES

PROPOSAL INSTRUCTIONS AVAILABLE: Friday, October 8, 2021, 10am

PROPOSALS DUE: Thursday, October 28, 2021, 4pm

Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283

**TOWN OF GUADALUPE
REQUEST FOR PROPOSALS
HOMELESSNESS SERVICES**

Purpose

The Town of Guadalupe invites all interested firms to submit proposals to address unsheltered homelessness and the COVID-19 pandemic within the Town of Guadalupe. With the support of Mayor and Council, the Town of Guadalupe is looking for a progressive response to addressing unsheltered homelessness within the Town's boundaries. The population of unsheltered individuals within the Town has increased during the COVID-19 pandemic. Increases in resources dedicated to addressing the pandemic effects on the Town have allowed for an opportunity to expand the available resources and the network of providers into the community. Homeless individuals seeking assistance within the Town have limited local shelter and service options and many remain unsheltered. There are no emergency shelter or dedicated services within the Town limits. Therefore, the need for street outreach and navigation to nearby services has become more prevalent to provide the support needed to obtain permanent housing.

Only those Contractors that are identified through this RFP process as sufficiently qualified and experienced will be considered to provide the requested services for the Town.

All Request for Proposals responses must be submitted in a sealed package or emailed to:

Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Attn: Sara Farrar

or

sfarrar@guadalupeaz.org

NO LATER THAN OCTOBER 28, 2021, 4:00 P.M. MST

All requests for clarification, additional information, or appointments related to this RFP must be submitted in writing, fax, or email on or *before 4 pm on October 15, 2021, to:*

Sara Farrar
COVID-19 Response Project Manager
Telephone: (480) 505-5399
Fax: (480) 505-5368

sfarrar@guadalupeaz.org

Reservation of Rights

This RFP is issued to invite Proposers to submit information and/or Proposals. Issuance of this RFP in no way constitutes a commitment by the Town of Guadalupe to select a contractor and/or award a contract. The Town of Guadalupe reserves the right, without prejudice, to reject any or all Proposals not in compliance with the RFP specifications and may exercise the right to accept or reject any or all Proposals submitted. Acceptance of any quote with contractual terms is dependent on the Town's funding.

Background

Guadalupe is a Native American and Hispanic community of about 6,500 residents located between the cities of Phoenix and Tempe, at the base of South Mountain. The Town proudly maintains a strong cultural and ethnic identity. It is named after the Virgin of Guadalupe, the patron saint of Mexico.

Guadalupe was founded by the Yaqui Indians around the turn of the century. The Town of Guadalupe was incorporated in 1975 and is slightly less than one square mile in area. Guadalupe will remain this size since it is surrounded by man-made boundaries; Interstate 10 and the City of Phoenix on the west; the City of Tempe to the North and South; and by the Salt River Project's Highline Canal on the East.

This effort to address unsheltered homelessness within the Town of Guadalupe is funded with American Rescue Plan Act Federal funds intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The funds were provided to the Pascua Yaqui Tribe to address unforeseen needs and risks created by the COVID-19 public health emergency. The Tribe, in turn, has provided funds to the Town of Guadalupe to respond to the impact of COVID-19 and assist in efforts to contain and the pandemic and address effects on the community.

Homelessness is a crisis nationally and regionally. Available data show consistent annual increases in the number of unsheltered individuals living in streets, cars and parks. Regionally, there has been an 83% increase in unsheltered homelessness from 2017 to 2020, according to the annual Point-in-Time (PIT) count. During the January 2020 count, there were 3,767 unsheltered individuals counted in Maricopa County.

Within the boundaries of the Town, the PIT count in January 2020 was 22, increasing from 21 in 2019 and zero in 2017. That count does not reflect what is believed to be a larger increase, observed by Town employees, since the COVID-19 pandemic began shortly after the January 2020 PIT count.

Not only is the unsheltered homeless population in Guadalupe dealing with the lack of food and shelter, but without access to hygiene and sanitation facilities or connection to services and healthcare, they are at greater risk for infection.

Meanwhile, available emergency shelter, transitional and rapid rehousing, and permanent supportive housing options during 2020 were almost at maximum capacity, according to the 2020 Housing Inventory Count (HIC) for Maricopa County:

- 2,293 emergency shelter spaces available; 94% utilization
- 2,955 transitional and rapid rehousing units available; 89% utilization
- 5,657 permanent supportive housing; 96% utilization

The Town of Guadalupe is looking for proposals that offer services for residents within the Town boundaries currently experiencing unsheltered homelessness, including, but not limited to, those who are positive for COVID-19 and need access to medical care and a safe place to stay. Only one contractor will be awarded funding. Proposers may identify subcontractors or partners on the proposal, but only one contract will be executed by the Town.

I. Additional Proposal Authorities

Subcontracting Information

The selected Contractor shall be the prime contractor responsible to the Town of Guadalupe. Contractors may enter into subcontractor arrangements; however, Contractor should acknowledge in their proposal total responsibility for the entire contract, including payment of any and all charges resulting from the contract. If the Contractor intends to subcontract portions of the work, the Contractors should designate, in their response, the specific tasks to be performed by the subcontractors.

Costs Incurred in Preparation of Proposals

All costs directly or indirectly related to preparation of a proposals responding to this RFP, any oral presentations required to supplement and/or clarify a proposal, and any reasonable appearance which may be required by the Town in connection with this Request for Proposals, shall be the sole responsibility of the Proposer, and shall not be reimbursed in any manner by the Town.

Ownership of Proposals

All materials submitted in response to this RFP become the property of the Town. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the Town and not returned to Proposers.

Proposals Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal. However, the Town reserves the right to reject a proposal if the Proposer's time period is unacceptable and the Proposer is unwilling to extend the validity of its proposals.

Proposers Inquiry Periods

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing by an authorized representative of the Proposer and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Inquiries shall not be entertained thereafter. Answers to questions that change or substantially clarify the RFP shall be issued by addendum and provided to all prospective Proposers.

Changes, Addenda, Withdrawals

The Town reserves the right to change the schedule of events at any time. The Town also reserves the right to cancel or reissue the RFP. If the Proposer needs to submit changes, addenda or withdrawals, a written request signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section shall be submitted prior to the proposal opening, in a sealed envelope. Changes or addenda shall meet all requirements for the proposal.

Cancellation of RFP or Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the Town to award a contract. The Town reserves the right to accept and reject any or all proposals, or to cancel this RFP if in the best interest of the Town to do so.

Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposals.

DUNS Number and Registration on SAM.GOV

This project is funded with American Rescue Plan Act Federal funds intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic provided to the Pascua Yaqui Tribe to address unforeseen needs and risks created by the COVID-19 public health emergency. The Tribe, in turn, has provided funds to the Town of Guadalupe to respond to the impact of COVID-19 and assist in efforts to contain and pandemic and address effects on the community. In order to be eligible to be paid with Federal funds, the selected Contractor must be registered with the Federal government's SAM database, the primary database of vendors doing business with the federal government. This registration is sometimes referred to as "self-certifying" your small business. Federal Acquisitions Regulations (FAR) require all prospective vendors to be registered in SAM prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement. Please indicate if your firm is already registered with sam.gov or not. If your firm is, please include your DUNs number.

Site Visit

There will not be a pre-proposal meeting but Proposers wishing to make a site visit to assist in preparing their proposal may do so. To arrange a site visit please contact Sara Farrar at 480-505-5399 or sfarrar@guadalupeaz.org. Please see the Schedule of events for the availability. Advance notice of 24 hours would be appreciated when scheduling a site visit but Town staff will do their best to accommodate any Proposer wishing to become familiar with the Town boundaries and the geography before submitting a proposal.

Schedule of Events

Event	Date & Time
RFP released	October 8, 2021, 10am
Site visits by appointment	October 11, 14, 18, by appointment only
Deadline for receiving proposers' written inquiries	October 15, 2021, 5pm
Deadline to issue answers proposers' written inquiries	October 19, 2021, 5pm
Deadline for submitting proposals	October 28, 2021, 4pm
Evaluation of Proposals	November 1-5
Notice of Intent to Award	November 10, 2021
Consideration of Award by Town Council	November 18, 2021

II. Proposer Requirements

The Town of Guadalupe expects all Proposers to sufficiently address the following terms within the submitted proposal:

1. Proposer must be registered on sam.gov and not be shown to be suspended, debarred or excluded from participating in a Federal contract and the time of the award of the proposal. Please include the firm's DUNS number on your proposal.
2. All work performed under this proposal must comply with all OSHA, local, state and federal codes relative to the type of work being performed.
3. Proposer must assume all responsibility for hiring, training, and discharging personnel; however, the Town reserves the right to request dismissal of any staff member from service.
4. Proposer may choose to partner with other agencies to perform some of the work, but partner(s) must be identified in the proposal.
5. It shall be the sole responsibility of the awarded contractor(s) performing services for this contract to safeguard their own materials, tools, and equipment. The Town shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
6. Agree to repair, at own expense, any damage caused to Town property.

III. Insurance

1. The Contractor shall not commence Work under this Contract until it has obtained all the insurance required hereunder from an insurer authorized to do business in the jurisdiction of the Work and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Prior to commencement of the Work, Contractor shall deliver to Owner a certificate of insurance evidencing all of the following coverages and naming Owner and its officers, board members, employees and agents as additional insureds. All insurance shall be occurrence based; claims-made policies are not permitted.
2. The Contractor shall take out and shall maintain at all times during the performance of the Work Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by the State of Arizona, and, in case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. The Contractor shall submit a Certificate of Coverage verifying Workers' Compensation coverage prior to award of the Contract. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each Subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.
3. During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined limit. The Owner, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured.

4. During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than \$1,000,000 combined limit for bodily injury and property damage per occurrence.
5. Contingent Assignment of Subcontracts. Each subcontract, purchase order or agreement for a portion of the work is assigned by the Contractor to the Owner provided that: (i) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 34, and only for those subcontracts, purchase orders or similar agreements which the Owner accepts by notifying the subcontractor (s) and Contractor in writing; and, (ii) this assignment includes, without limitations, the Contractor's rights under the subcontractor's bonds, if any; provided (iii) the assignment is subject to prior rights of the surety, if any, that is obligated under the bond relating to the Contract.

IV. Scope of Work and Requirements

The Town of Guadalupe is looking for a contractor able to address the needs of the unsheltered homeless within the Town's boundaries. The Town has not identified a scope of work, but rather looking to contractors experienced in this work, within the greater Phoenix area, other metropolitan areas, to propose strategies to address the unsheltered homeless population within Guadalupe. The proposals should include some or all the following strategies:

- outreach and engagement
- access to shelter housing and housing
- supportive services addressing healthcare and behavioral health
- access to supportive services to address substance use
- access to the Homeless Management Information System (HMIS)
- responsible to report into HMIS for Guadalupe specific project(s)
- resources for COVID-19 testing, vaccinations or treatment
- collaboration with other departments in the Town of Guadalupe including Guadalupe Fire Department and Maricopa County Sheriff's Office
- collaboration with other services offered by the Town of Guadalupe including food, water and produce

Proposal shall include:

The Town of Guadalupe is looking for proposals that will undertake a general assessment of need and recommend services to address those needs. The assessment should address the current situation and may offer prevention strategies and a forecast of future needs.

The proposal should also identify strategies and services to be undertaken to address the needs of the unsheltered homeless within the Town's boundaries and the services to be offered. Those services recommended should address residents within the Town boundaries currently experiencing unsheltered homelessness, including but not limited to those who are positive for COVID-19 and need

access to medical care, and need a safe place to stay. The Proposer should also address how the services will address the culture of the Town. The services offered may be based on resources available to the proposer through its staff, through partnership with other agencies, neighboring cities and in collaboration with Town departments, such as Town of Guadalupe Fire Department and the Maricopa County Sheriff's Office.

Term of the agreement:

Currently about \$325,000 in funding is available immediately and must be spent by June 30, 2023. Additional funds may be made available July 1, 2022, or after to continue the programming.

Cost:

The Proposal should include a budget to identify the proposed breakdown of how funds will be spent between the initial assessment, direct services, direct client expenses (if required in the Proposal) and administration costs.

Include in the proposal how the funding will be allocated and charged: level of service and rate. For example:

- *"20 hours per week of outreach services to be provided in the field at a rate of \$X per hour"*

V. To Be Included in the Proposal:

- A brief agency profile to include, but not limited to, headquarters' location, years of service in the greater Phoenix area, and other operating locations.
- A brief statement regarding the Proposer's understanding of the scope of work to be performed.
- The Proposal should address how the initial assessment will be carried out, what the services are proposed and how they may change based on the assessment, and how outcomes will be measured and reported.
- Delivery is a critical factor with this project. A project timeline must be submitted reflecting milestones and durations for each task to be completed to successfully implement the proposed solution. A final schedule of these tasks will be mutually agreed upon after a Contractor is selected.
- Proposal should provide a budget identifying how funds will be allocated and spent, including a breakdown of cost for the initial assessment, direct services, direct client expenses (if required in the Proposal) and administration costs.
- If the Proposer intends to use a subcontractor(s) for some of the services, please include a brief agency profile of the subcontractor(s) to include, but not limited to, headquarters' location, years of service in the greater Phoenix area, and other operating locations, and their role in the scope of work proposed.
- The name, title, phone number and email address of the person to whom the Town may direct questions concerning the proposal.
- The proposal must be signed by an individual who is authorized to make proposals of this nature in the name of the agency.
- Proposal should include references from three (3) towns or cities or other agency for whom the proposer has similar done work within the last twelve (12) months. References should include the names, emails, and phone numbers of representatives that can be contacted regarding past work.

VI. Evaluation and Criteria Process

Staff will make a recommendation to the Town Council for their review and award of the contract. Staff will evaluate and rate each submittal based upon the following criteria:

- *How well does the response meet or exceed the requirements as specified in this RFP?*
- *Is it a complete solution?*
- *Does the solution appear to address the issues in a timely manner?*
- *Are the outcomes clear and measurable?*
- *Will the funds required provide the greatest value?*
- *Do the services offered fit into the agency's core competencies?*
- *Risk to Town of Guadalupe.*

VII. Inquiries

Inquiries regarding this RFP should be directed to:

Town of Guadalupe
 Attention: Sara Farrar
 9241 S Avenida del Yaqui
 Guadalupe, AZ 85283
 Phone: 480-505-5387
 Email: sfarrar@guadalupeaz.org

VIII. Submission Instructions

The Town reserves the right to request additional written or oral information to supplement all written statements of qualifications or proposals. Proposals must be received no later than October 28, 2021, at 4:00 p.m. via US Mail or email to:

Town of Guadalupe
 Attention: Sara Farrar
 9241 S Avenida del Yaqui
 Guadalupe, AZ 85283
 Email: sfarrar@guadalupeaz.org

IX. Public Records

All Proposals submitted in response to this RFP become the property of the Town of Guadalupe, and under the Arizona Public Records Act (PRA), the records of local agencies are generally available to the public upon request. The Proposal you submit will become a public document after it is officially awarded, and any related contract will be a public document.

The PRA allows the Town to withhold documents, or parts of documents that reveal trade secrets or information that is confidential or proprietary, or information that would invade personal privacy.

If you believe that portions of your proposal includes such information, you must specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which you believe to be protected from disclosure, and include specific detailed reasons, including any relevant legal authority, stating why it is not to be made public. The Town of Guadalupe reserves the right to make the final determination of whether to withhold or produce a document or portion of a document in response to a PRA request.

X. Contract Award and Execution

The Town reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the agency can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the Town.

The Town reserves the right to request clarification of information submitted and to request additional information from any proposer.

The general conditions and specifications of the RFP and as proposed by the Town and the successful agency's response, as amended by agreements between the Town and the agency, will become part of the contract documents. Additionally, the Town will verify agency representations that appear in the proposal. Failure of the agency's products to meet the mandatory specifications may result in elimination of the agency from competition or in contract cancellation or termination.

The selected agency will be expected to enter into a contract with the Town. The Town reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the Town Attorney.

XI. Equal Opportunity Compliance

The Town is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

XII. Debarment and Suspension

Applicable to all contracts. The Proposer hereby certifies, to the best of his or her knowledge and belief, that no parties to this contract have been listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XIII. Other Compliance Requirements

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, permits, fees, taxes, and similar subjects.

XIV. Confidentiality of Information

All information and data furnished to the Proposer by the Town, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the Town. Any oral or written disclosure to unauthorized individuals is prohibited.

EXHIBIT "B"—Chicanos Por La Causa Proposal



CHICANOS POR LA CAUSA

Response to Town of Guadalupe Request for Proposals

Homelessness Services

October 28, 2021

Contact: Cecilia Gutierrez-Masters, Resource Development Specialist
1112 East Buckeye Road
Email: Cecilia.Gutierrez@cplc.org
Tel: 602-257-6784
www.cplc.org

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LETTER OF INTRODUCTION

October 28, 2021

Sara Farrar
Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, AZ 85283

RE: Town of Guadalupe Request for Proposals, Homelessness Services

Dear Ms. Farrar,

Chicanos Por La Causa, Inc. (CPLC) respectfully requests \$325,000 to address the needs of the individuals experiencing unsheltered homelessness within the Town of Guadalupe's boundaries.

CPLC is a progressive, community-based organization recognized locally, nationally, and internationally as a model for unified human and economic development. Founded and incorporated in 1969, CPLC has grown to address unmet needs and gaps in services in Arizona, Nevada, New Mexico, and Texas, impacting more than 2 million individuals each year.

Established in the heart of Guadalupe in 2012, CPLC's Guadalupe Family Resource Center provides a full range of free family and child centered services for all families and community members. The Center is a hub for support services for Town of Guadalupe residents, providing parent education classes, health related workshops, support groups, computer resources, family lending library, and family events.

CPLC proposes to implement a homelessness prevention and bridge housing program, providing outreach and engagement, temporary housing, housing navigation/permanent housing, service coordination, and community resources and referrals. The goal of the proposed program is to assist unsheltered homeless residents within the Town of Guadalupe boundaries in obtaining and retaining permanent housing. Individuals served also include those who are positive for COVID-19 and need access to medical care and a safe place to stay.

The proposal was prepared in accordance with guidelines outlined in the scope of work and service requirements. CPLC accepts all requirements listed for service

components, insurance specifications, and any other requirements listed in the RFP. CPLC proposed services comply with all OSHA, local, state, and federal codes relative to the work being performed. In addition, CPLC assumes all responsibility for hiring, training, and discharging personnel. CPLC will safeguard our own materials, tools, and equipment as well as agrees to repair, at own expense, any damage caused to Town of Guadalupe property.

As requested, below is the information requested:

CPLC Corporate Office: 1112 East Buckeye Road, Phoenix, AZ 85034
Phone: (602) 257-0700

Service Headquarters: Guadalupe Family Resource Center
5834 East Calle Santos Bravo, Guadalupe, AZ 85283

Program Contact: Renato Ramos, Program Manager
Phone: 602-317-7378
Email: Renato.Ramos@cplc.org

DUNS Number: 136249609

CPLC looks forward in continuing our collaboration with the Town of Guadalupe to support the Town's residents.

Sincerely,



Andres L. Contreras
Executive Vice President of Integrated Health, Social Services and Education

ORGANIZATION HISTORY AND CAPACITY

Offering the promise of opportunity through four core areas (Housing, Economic Development, Health and Human Services, Education, and Advocacy), CPLC's mission is to drive political and economic empowerment. CPLC is the largest community development corporation (CDC) in Arizona and the third largest Hispanic-led CDC in the country and its programs and services impact over 625,000 individuals annually throughout the Southwest. Recognized locally, nationally, and internationally for its responsive model of integrated health, human services, and economic development, CPLC's work focuses on multiple outcome areas (e.g., education, health, housing), and delivers on, or scales, a collection of strategies rather than a single program or intervention to promote self-sufficiency and enhance the quality of life for those it serves.

CPLC has the breadth of experience necessary to implement the proposed strategies to provide services as detailed in the Town of Guadalupe's RFP for Homelessness Services. CPLC's Supportive Housing Services division (CPLC-SHS) successfully provide housing programs to support populations with multiple barriers using a trauma-informed and culturally/linguistically competent approach. Our wide array of services including workforce and behavioral health facilitate a comprehensive, wrap-around approach that can be easily scaled. Moreover, CPLC has garnered community trust, particularly in Phoenix's large Latino community—an important distinction during times of crisis when timely and credible information is vital and effective operations are at a premium.

The following provides a summary of CPLC's efforts to address homelessness and housing instability.

Rapid Rehousing

Maricopa Association of Governments Continuum of Care (MAG-CoC): CPLC's De Colores program (which provides emergency shelter, crisis intervention, case management, and a full range of supportive services for victims of domestic violence, sexual assault, and dating violence) has received MAG-CoC funds to provide rapid rehousing for individuals and their dependents fleeing domestic violence (Domestic Violence Bonus Funds) for the past two years (2019 and 2020). Forty victims and their dependents are expected to be served through this contract each year. The first contract began on July 1, 2019. Currently, 20 adults and 47 children have been enrolled in the program. Two have exited to permanent housing with incomes above 80% AMI. The remained are currently enrolled and are increasing household income.

Arizona Department of Economic Security (AZ-DES): CPLC also has had a contract with AZ-DES since 2017 to provide scattered rapid rehousing for victims of domestic violence and their families.

Transitional Housing

Department of Justice, Office on Violence Against Women (DOJ-OVW): CPLC has received two transitional housing grants from the Department of Justice, Office on Violence Against Women (DOJ-OVW), the first in 2016 and the second in 2019. These grants have funded a scattered-site transitional housing program for victims of domestic violence, sexual assault, and dating violence. The program provides short-term housing subsidy, assistance with utilities, moving assistance, and/or other initial housing-related expenses. Case management (mobile as needed) along with supportive services are also offered to help victims achieve self-sufficiency and integrate back into the community. These services include Economic Empowerment Groups. Currently, 19 adults and 48 children are enrolled in the program, and four families have exited to permanent housing. The housing self-sufficiency domain of the comprehensive self-sufficiency matrix increase significantly, from 2.12 to 2.68 for those exiting the program.

Arizona Department of Economic Security (AZ-DES): Four apartments (16 beds) at the De Colores shelter provide transitional housing for victims of domestic violence and their dependents. Sixty-seven individuals were served under this contract in 2019, and the average length of stay was 23 months.

Supportive Housing

Regional Behavioral Health Authority (RBHA): Through a contract with the local RBHA, CPLC has operated a scattered-site supportive housing program for the Seriously Mentally Ill (SMI) since 2014. Through this contract, CPLC is responsible for full subsidy administration, income and rent determination, HQS inspections, and annual re-certifications. CPLC works to maintain relationships with third party property owners to ensure that clients have multiple housing options and that decent, safe, and sanitary housing is available. To date, the program has served 94 individuals, 85% of which are still in the program or have exited to other permanent housing. The average length of stay is 464 days, indicating that the previous cycle of chronic homelessness has ended. On average, clients locate, apply, and receive keys to an apartment in 26 days.

Vista Village: CPLC acquired the former Travel Inn Motel (located at 3541 E. Van Buren St., Phoenix) and the original 90-room motel is being re-configured into 80 units of supportive housing. Phase 1 (34 studio apartments) has been completed. Phase II (6 1-bedroom, 7 two-bedroom, and 33 efficiency apartments) was initiated in March 2020. Sixteen of the units will be set aside for veterans, 16 for victims of domestic violence, and 12 for seniors. The remaining units will be open for households that have a gross annual household income of not more than 60% AMI. Once fully occupied, Vista Village will have an on-site full-time Resident Service Coordinator to assist with serving veterans and two case managers to serve victims of domestic violence.

Emergency Shelter

Domestic Violence Shelter: CPLC's De Colores domestic violence shelter has been in operation since 1986. In 2019 336 victims (123 primary and 211 secondary) of domestic violence were

provided emergency shelter, accounting for a total of 15,248 bed nights. Victims are referred through the Maricopa Regional CoC's coordinated entry system, and the average length of stay was 48 days. Along with emergency shelter, a comprehensive array of services are provided including a 24-hour crisis line, case management, legal advocacy, safety planning, counseling, support groups, and youth services. In 2019, 35% of those exiting the shelter transitioned to permanent housing, and 15% transferred to another program.

Homeless Shelter: Through a contract with the City of Phoenix, which began in July 2018, the De Colores shelter provides 20 homeless beds for families (up to 4 at any one time) in crisis. City of Phoenix first responders identify those in need and refer to De Colores. While at the shelter, staff members work with the families to divert them to alternative, safe housing or enroll them in the Coordinated Entry System for permanent housing. The average length of stay in 2019 was 27.7 days. Since July 2019, 107 individuals (26 families) have been provided shelter, and 71 individuals have been permanently housed.

Experience in providing the proposed service.

CPLC has provided housing and rental assistance administration for over 30 years.

CPLC owns and operates 8 HUD funded multifamily apartment communities and has a three-member Housing Compliance team, which oversees the compliance of each unit with its funding source(s).

CPLC has provided Housing Navigation and housing-based case management for over 6-years. This includes outreach, housing search and placement support for rapid rehousing, permanent supportive housing, and permanent housing placement with move-in cost assistance.

Homelessness Prevention (HP)

In February 2021, CPLC received ESG-CV funding from the Arizona Department of Economic Security (DES) to provide homelessness prevention services. However, CPLC has been providing homelessness prevention services since July 2019 through private funding sources (Arizona Complete Health and Blue Cross Blue Shield). CPLC also provided eviction prevention services similar to some homelessness prevention activities, funded by AZ Department of Housing. Outcomes are detailed in response to question number 13. The following are outcomes from the proposed program from February 2021 to September 2021:

- 49 participants (39 exits, 10 active)
- Maintained or Gained Income: 47% - (23)
- Exits to Permanent Housing: 62% - (24 of 39 exits)
 - Exits with Housing Program/financial assistance (match): 23% (9 of 39 exits)
- Referrals
 - Successful Referrals for Mental Health Services: 39% (19)

- Successful Referrals for Workforce Support: 47% (23)

PROPOSAL NARRATIVE

Needs Statement

The number of homeless individuals in the Town of Guadalupe continues to grow. According to Maricopa County Point-in-Time Counts, the total number of unsheltered homeless in the Town of Guadalupe is 22, which more than doubled since 2018. From 2017 to 2020, unsheltered homelessness in the East Valley increased by 129%. The current COVID-19 pandemic has exacerbated homeless issues and the need for services.

Town of Guadalupe residents are in need of affordable housing. According to Maricopa County Human Services Department CAP Community Needs Assessment (2017), subsidized and temporary housing options are available in the Town of Guadalupe; however, they are functioning at capacity. For example, Barrio Nuevo, which offers free temporary housing has an approximate five-year waiting list. The CAP community needs assessment indicates there is a need to improve the communication system between housing facilities and social welfare programs to better advertise housing vacancies and provided needed services to residents.

Table 1. Employment, Income, and Education

Demographic	Town of Guadalupe	Maricopa County	Arizona	United States
Employment				
Percentage of civilian population employed 16 years	49.5%	64%	59.4%	63%
Unemployment Rate	6.1% (May 2021)	9.8% (June 2021)	5.7% (Sept 2021)	4.8% (Sept 2021)
Income				
Median Household Income	\$38,125	\$64,468	\$58,945	\$62,843
Percentage of persons in poverty	35.3%	12.2%	13.5%	11.4%
Educational Attainment				
High school graduate or higher, percent of persons age 25+	60.9%	87.7%	87.1%	88%
Bachelor's degree or higher	4.3%	32.7%	29.5%	32.1%

Table 1 shows employment, income, and education statistics for the Town of Guadalupe and comparison areas. The percentage of Town of Guadalupe's civilian population that is employed is 49.5%, which is lower than that of the county (63%) and state (59.4%). The Town's unemployment rate of 6.1% is higher than the state and U.S. rates (5.6% and 5.9%, respectively), but lower than of Maricopa County. The median household income for the Town is \$38,125, far below that of Maricopa County and Arizona. More than one-third (39.8%) of the residents have

not completed high school (as compared to 13.4% in the county), and only 4.3% of residents have a bachelor's or advanced degree (as compared to 32.7% county-wide).

The proposed program will also assist the local hotel industry, which has been negatively impacted by the current COVID-19 pandemic, by increasing occupancy.

Program Overview

The goal of the proposed program is to assist homeless Town of Guadalupe individuals or households in obtaining and retaining permanent housing.

Outreach and Engagement. The proposed program will implement outreach and marketing activities at the community level, working in partnership with the Town of Guadalupe as applicable. CPLC also will utilize its knowledge and contacts within the area to compile a list of potential and appropriate locations to identify and recruit individuals. One of the benefits of CPLC's experience in the existing community is its extensive knowledge of community providers, community agents, and community leaders resulting from our long-term presence as a provider in the Town of Guadalupe. CPLC expects to utilize individual outreach, community meetings, and social media to reach eligible participants. Once individuals have been identified and have completed the initial requirements of the program, CPLC staff will conduct the ongoing project management and coordination activities to ensure that individuals are being supported and positioned for success.

Once all areas have been identified and documented, the Housing Promotor/a will begin to engage those systems through direct contact, presentations, and community marketing. Recruitment and outreach presentation efforts will be targeted to the existing community systems, as listed in Table 2.

Table 2. Existing Community Systems

Community Mediums	Community-Based Providers	Government Agencies
Churches	Behavioral Health Agencies	Public Health Agencies
Community Centers	Health Clinics	DES Offices
Community spaces (i.e. Grocery Stores, barbershops and salons)	Social Service Agencies	Mobile Clinics
Neighborhood Associations	Media-Local Newspapers- Radio Stations	City & County Offices
Community Leaders	Head Start Centers	Schools & School Districts
Employers with Frontline Essential Workers	Women, Infant, Children (WIC) offices	Local Pharmacies

In addition, CPLC will develop and post flyers (in English and Spanish) around the community focusing on WIC offices that serve the Town's residents, Community Centers, Hospitals/Medical Centers, local churches, laundromats, low-income housing complexes, grocery stores, Head Start Centers, schools serving low-income residents, CPLC offices, and other local behavioral health centers. The flyers will include contact points, description of services, service intent, and hours of operations.

Eligibility Determination: At initial evaluation, the Housing Navigator will ensure households served under this project are eligible. They will verify that households are residents of the Town of Guadalupe and: 1) meet the definition of homeless under HUD, have no other residence and lack the resources and support networks needed to obtain other permanent housing; and 2) have an income BELOW 50% AMI. Eligibility will be documented in case file and appropriate database.

Access to Shelter Housing and Permanent Housing. The program will first provide each homeless individual/household with up to 60 days in vouchers for temporary housing in an area hotel(s). During their time in temporary housing, individuals/households will be assisted by a Housing Navigator and a Housing Location Specialist. The Housing Navigator and Location Specialist will assist individuals/households with the transition to temporary housing, and once settled, assist them in locating, securing, and transitioning to permanent housing. Specific services will include assisting with rental applications, negotiating lease agreements, providing financial assistance with move-in costs (e.g., application fees, security deposits, utility deposits), and providing basic household necessities (i.e., each individual will be provided with a "Welcome Home Kit" upon placement in permanent housing, which contains necessary household items such as dishes, cookware, towels, sheets, inflatable mattress, and cleaning supplies).

Access to Supportive Services Addressing Substance Use, Healthcare and Behavioral Health. The Housing Promotor/a and Guadalupe Family Resource Center (FRC) staff will work concurrently with the Housing Navigator. Once the individual/household is placed temporary housing, the Housing Promotor/a and Guadalupe FRC staff will assist the individual/household in accessing services and resources to address immediate needs. The Housing Navigator and/or Housing Promotor/a will also provide essential hygiene items and financial assistance for meals (for 30 days or until SNAP benefits can be secured). Once immediate needs are addressed, the Housing Promotor/a will help the individual/household access resources and services to secure and maintain employment and/or other income supports (e.g., TANF, SSI). Such support will help the individual/household gain adequate financial resources to retain permanent housing once placed by Housing Navigator. The Housing Promotor/a, Housing Navigator, and/or Guadalupe FRC staff will work closely with the CPLC Workforce Solutions program and Tempe Library Arizona@Work to provide employment and job placement services. Having safe, clean temporary housing will greatly assist individuals in securing and maintaining employment as it will enable them to maintain proper hygiene, get adequate rest, and have regular meals. The Housing Promotor/a

will also assist individuals and their household members in accessing other necessary services and resources to support housing stability and overall household wellbeing. These services and resources include behavioral health, medical care, essential household supplies not included in “Welcome Home Kits,” schools for children, transportation, legal assistance, immigration support, social connection, food. Both the Housing Navigator and Housing Promotor/a will provide clients with van transportation to necessary services and appointments including those related to job and housing search. Each individual/household served will develop a individual service plan in partnership with the Housing Navigator and Housing Promotor/a, outlining goals for housing and employment (or other income acquisition), services/resources offered, and milestones achieved. It is expected that Housing Navigator and Housing Promotor/a will each meet with clients 8 times (on average). These meetings will take place in person or via phone or other virtual means.

The proposed program is expected to serve 32 Town of Guadalupe individuals/households from January 1, 2021, to December 31, 2022. Of these 32, it is expected that 54% will be placed in permanent housing by December 31, 2022. The program will target individuals/households with no significant barriers to employment and self-sufficiency and only need temporary assistance to regain self-sufficiency and stable housing and avoid chronic homelessness.

Individuals/households will be moved from temporary to permanent housing and self-sufficiency as quickly as possible, minimizing hotel stay and program costs. Referrals are expected to come from street outreach and other Town of Guadalupe/local service providers.

Access to the Homeless Management Information System (HMIS). CPLC currently contracts with the Crisis Response Network (CRN), which coordinates HMIS for the MAG CoC. Currently, CPLC’s Emergency Assistance Program, De Colores shelter, De Colores Rapid Rehousing Program, and CPLC Supportive Housing Services (SHS) utilize HMIS for program participants in need of housing assistance in accordance with HUD’s HMIS data standards. CPLC SHS recently initiated a new HMIS project for the outreach work that is being conducted with the City of Scottsdale Human Services in collaboration with Community Intervention Court (a supportive diversion program, which addresses a full range of social needs). If CPLC needs to register a new employee user, this new staff member completes CRN’s in-person and online training before receiving a log-in. Additionally, CRN provides continuous technical assistance to CPLC, including assistance on meeting the specific reporting needs of the funder. For the proposed program, upon intake, the Housing Navigator will create a record in HMIS for each household receiving homeless services. This record will be updated after each interaction with the household.

Reporting into HMIS for Guadalupe specific project(s). CPLC ensures all program data, including data entered into the HMIS system, is complete (e.g., does not include any partial or missing data), accurate (e.g., reflects the actual characteristics and experiences of clients), entered in a

timely manner, and collected and stored in a consistent manner. To support these quality standards, all staff members must complete HMIS training (online or in-person) and sign and submit an HMIS Code of Ethics Agreement before receiving an HMIS password and entering HMIS data. Yearly refresher trainings are required, and each program in HMIS is responsible for sending a representative to the monthly agency administrator training webinar. Additionally, staff members receive continuous technical assistance to CPLC, including assistance on meeting the specific reporting needs of the funder. CPLC program supervisors run monthly quality reports for each program utilizing HMIS to monitor completeness, accuracy, timeliness, consistency of entered data. These quality reports include the 0252 Data Completeness Report Card, the 0640 HUD Data Quality Framework, and a program-specific performance report (e.g., APR or CAPER). If errors are detected, the supervisor works with staff members to correct data. Additional training is offered if needed.

CPLC protects the HMIS system by using password-protected screen savers, malware, and virus protection software, and maintaining a secure firewall.

Resources For COVID-19 Testing, Vaccinations or Treatment. CPLC partners with the Arizona Department of Health Services, County Public Health Departments, and organizations implementing COVID-19 vaccinations, such as Adelante Healthcare and Valle del Sol, to implement vaccination appointment assistance, to reach underserved and hard-to-reach populations in targeted counties. The collaborative will also utilize Dr. Rosales University of Arizona Medical Mobile unit to bring vaccination services directly to individuals. Once vaccination appointments are scheduled, CPLC project staff will make vaccine appointment reminder phone calls, texts, and/or emails. CPLC will arrange for transportation with public health departments, AHCCCS, and/or provide bus passes for vaccination appointments, as needed.

Collaboration with External Partners. CPLC has existing and established partnerships with agencies that can refer individuals to participate in services and provide additional services to individuals needing referrals. Some of the established partners include:

Keogh Health Connections, a program of CPLC, will collaborate with the proposed program by providing additional services to participants. Keogh has provided health education and care coordination services in Arizona since 2003. With a mission to connect individuals and families in need with healthcare and community resources, Keogh will help Town of Guadalupe residents eliminate barriers to accessing healthcare. Keogh provides targeted outreach, health education, resources, and assistance in completing and submitting AHCCCS, healthcare plans, and SNAP benefit applications. Keogh utilizes bicultural, bilingual, and trained/knowledgeable community health workers to provide timely and accessible services, ensuring services available nights and weekends. At the core of Keogh's services is an experienced and

multidisciplinary team that guides and supports individuals and families to needed services, helping them achieve better care and outcomes.

Maricopa County Housing Authority partners with the Guadalupe FRC to provide the facility at a discounted rate. The Maricopa County Housing Authority will market the program to residents and provides opportunities to collaborate with other community partners to provide events and services to Guadalupe families.

Arizona State University (ASU) Tempe campus: CPLC Parenting Arizona is an approved internship opportunity through the University Service-Learning program at ASU. CPLC Parenting Arizona works closely with ASU to provide internship and volunteer opportunities in the Health and Human Services field. This includes outreach opportunities on campus, public speaking events on campus, and professional development trainings. University interns provide on-site administrative support and help organize and prepare for service activities at the Guadalupe Family Resource Center.

The Guadalupe FRC collaborates with the Maricopa County Women's Infant and Children's (WIC) program, located at 48th Street, providing referrals to the Guadalupe FRC to obtain support services.

The Cihuapactili Collective is a group of birth workers and traditional practitioners working throughout the valley. This is done by sharing wisdom, connecting resources, revitalizing traditional knowledge, promoting and advocating for health and wellness. Throughout the COVID-19 pandemic, the Cihuapactili Collective provided meal bundles of nutrient dense food that required little to no preparation. In addition, they connected the Guadalupe FRC with bundles of small hygiene items that could easily be stored in backpacks. Most recently, we have partnered to provide food boxes that include fresh produce along with nutrient dense traditional food staples.

Women for Women Tempe has been a long-standing partner that routinely drops off feminine hygiene packs. These have been dropped off to the Guadalupe FRC every Wednesday for the last three years. Through this collaboration, we are able to ensure that this is a standard resource available at the FRC. In addition, Women for Women Tempe have an extensive network of service providers and churches that serve the unhoused. Throughout our collaboration, we have received periodic donations of hygiene items both regular and travel size, toothbrushes, and backpacks.

The Fellowship Church Pantry has worked with the Guadalupe FRC for several years. In the past, the Fellowship Church Pantry delivered food boxes to the Guadalupe FRC every Wednesday. As their number of volunteers decreased, we are able to pick up food boxes the Fellowship Church Pantry.

Collaboration with Other Departments in the Town of Guadalupe. CPLC will work closely with the Guadalupe Fire Department and the Maricopa County Sheriff's Office. These two departments have extensive contact with individuals who are unhoused, and they will be key partners in referring to the program and in identifying areas where the unhoused tend to congregate. As front-line workers, it is important that they understand the services we can provide and having monthly check-ins at a minimum will be important.

Collaboration with Other Services Offered by the Town of Guadalupe. The Town of Guadalupe's Community Action Program (CAP) collaborates with the Guadalupe Family Resource Center for the food box distribution. In the past, we have collaborated with the CAP to intake paperwork on special projects. For the purpose of this program, we will work closely with the CAP office on multiple levels. In the initial stage, we will be providing Town Departments an orientation to the program. Program Staff will initiate monthly meetings to ensure proper outreach, recruitment, and referral services are implemented. We will work closely with the CAP Director to obtain any resources they may have available for clients. This will ensure more wrap around services for individuals. This increases the probability that clients will be ready to sustain their housing once permanent housing is secured.

Monitoring and Ensuring Progress. CPLC proposed program team utilizes Microsoft Office Teams to track progress and communicate about each project/contract through Channels. The staff has a daily huddle to cover high-level program questions, focusing on different contracts each day. Each staff member has a weekly one-on-one to review the clients on their caseload with their supervisor and ask any questions regarding goal setting, problem solving, or need for support.

The Program Manager monitors all new program referrals for each contract and appropriately assigns referrals to staff that have room on their caseloads. Each client file is prepared by the Housing Navigator and then submitted to the Program Manager for determination of eligibility for assistance and the assistance amount. Once verified, the Program Manager forwards file to the Compliance Specialist for final review and needed corrections are made if necessary. Once approved, the Director of Supportive Housing services signs off on the check request to financial assistance, and the Compliance Specialist then prepares the check request.

Each Housing Navigator and supervisory staff member is cross trained on every contract held by CPLC and has a sample of clients from each contract. This assists in creating and maintaining team capacity to deliver on outcomes regardless of staff turnover, time off requests, and new program development.

The proposed program team's goal is to support clients on their paths toward housing stability and self-sufficiency. The Team members meet clients where they are on their paths and enable them to move forward at their pace, utilizing a progressive engagement approach. The team provides support that compliments existing service plans established with other CPLC departments or external service providers. Team members coordinate services to enhance the

PROGRAM OUTCOMES AND INDICATORS

Service	Outcomes	Indicators	How Receipt of Service is Documented
Temporary Housing (Hotel Rooms)	Homeless individuals/households have temporary housing for up to 90 days	By December 31, 2022, 32 unsheltered homeless individuals/households have been placed in hotel rooms for up to 60 days	Documentation of hotel stay by housing navigator
Housing Navigation	Homeless individuals/households have stable, permanent housing	By December 31,2022, 19 homeless individuals/households previously placed in hotel rooms have accessed permanent housing	Documentation of lease or other proof of permanent housing.
Service Coordination for Homeless Individuals/Household	Homeless individuals /households placed in permanent housing have increased access to resources that support self-sufficiency and ability to maintain long-term permanent housing (e.g., employment, other income supports, food, medical care, behavioral health services, transportation, clothing, household items)	By December 31,2022, 34 homeless individuals/households placed in permanent housing have accessed support to retain housing	Documentation in case notes

BUDGET

January 1, 2022 to December 2022

12-MONTH BUDGET		Calculation
Housing Navigation Program		
Total Personnel	\$48,014.13	
Program Manager (.10 FTE x \$50,000)	\$5,000.00	Will oversee program implementation and overall operation including grant reporting
Housing Promotor/a (.50 FTE x \$38,500)	\$19,250.00	Will outreach and engage Town of Guadalupe residents; will connect individuals to services to support all social determinants of health including employment, public benefits, healthcare, behavioral health services, substance abuse treatment, and education
Housing Navigators (.43 FTE x \$49,920)	\$21,268.13	Will assist individuals with temporary hotel placement
Housing Location Specialist (.05 FTE x \$49,920)	\$2,496.00	Will assist individuals in temporary hotel placement with locating and securing permanent housing
Total Fringe	\$12,003.53	
Fringe (ERE) @ 25%	\$12,003.53	Fringe (ERE) calculated at 25% of total wage request
Other Operating Costs	\$3,536.88	
Mileage	\$645.00	To implement services within the Town of Guadalupe, calculated at 50 miles per month x 12 months x 1.08 FTE
Cell Phones	\$1,291.25	Staff cell phones \$100 per month x 12 months x 1.08 FTE
Training	\$ 1,600.00	Onboarding training for staff \$400 each
Bridge Housing - Hotel Vouchers	\$192,000.00	
Hotel Vouchers	\$192,000.00	32 households x 60 nights x \$100 per night (5 per quarter)
Permanent Housing Placement	\$39,900.00	
Move-in Cost Assistance	\$34,200.00	To cover move in costs including security deposits, utility deposits, application fees; \$1,800 per household x 19 clients (54% of 32 household entering program)
Move-in Startup Boxes	\$5,700.00	Hygiene kit given upon program entry; full kit released upon move-in to housing to 19 clients
TOTAL DIRECT COSTS	\$299,454.55	
CCS / Indirect Costs	\$29,545.45	Calculated at 10% of Direct Costs
TOTAL COSTS	\$325,000.00	

REFERENCES

Reference No. 1	
Name of organization/agency	Maricopa Association of Governments
Number of years serving customer	3 years
Contact person	Julie Montoya
Address	302 North 1 st Avenue, Suite 300, Phoenix, AZ 85003
Telephone number	602-254-6300
Email address	jmontoya@azmag.gov
Services Provided	Provide rapid housing services

Reference No. 2	
Name of organization/agency	Mercy Care
Number of years serving customer	7 years
Contact person	Jennifer Page
Address	4500 East Cotton Blvd, Phoenix, AZ 85040
Telephone number	602-399-5768
Email address	
Services Provided	Provide Housing Navigation services since 2014, and hotel vouchers since February 2021

Reference No. 3	
Name of organization/agency	St. Mary's Food Bank
Number of years serving customer	5 years
Contact person	Terra Macias
Address	2831 North 31 st Ave, Phoenix, AZ 85099
Telephone number	602-343-3124
Email address	tlmasisas@firstfoodbank.org
Services Provided	Providing meals to families experiencing food shortages and housing barriers (multiple families in a home)

EXHIBIT "C"— CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used

for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

RESOLUTION NO. R2021.27

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN THE TOHONO O’ODHAM NATION (NATION) AND THE TOWN OF GUADALUPE (TOWN), TO ACCEPT \$80,000 IN GAMING GRANT FUNDS FROM THE TOHONO O’ODHAM NATION FOR SENIOR CENTER ELDER ACTIVITY PROGRAMMING FOR THE GUADALUPE SENIOR CENTER.

WHEREAS, The Tohono O’odham Nation desires to convey to Town a portion of its annual 12% local revenue-sharing contribution (“Contribution”) to be used by Town and non-Town recipients for services that benefit the general public; and

WHEREAS, The Constitution of the Tohono O’odham Nation, Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Nation with Federal, State, and local governments; and

WHEREAS, The Constitution of the Tohono O’odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State, and local governments, the Chairman is authorized to sign such agreements on behalf of the Nation; and

WHEREAS, Under A.R.S. § 5-601.02(H)(4), Town may receive monies from the Nation for services identified by the Nation that benefit the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development; and

WHEREAS, Town is authorized by A.R.S. § 11-951 through § 11-954 to enter into agreements for joint or cooperative actions with public agencies.

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

The Mayor, or designee, is authorized and directed to execute an agreement between the Tohono O’odham Nation and the Town of Guadalupe to accept the awarded 12% Contribution Grant in the amount of \$80,000 to be allocated for Senior Center Elder Activity Programming for the Guadalupe Senior Center. Adoption of this resolution authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this agreement.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, THIS 9th DAY OF DECEMBER, 2021.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

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

C2021-72

**GRANT-IN-AID AGREEMENT
BETWEEN
THE TOHONO O’ODHAM NATION
AND
TOWN OF GUADALUPE**

THIS GRANT-IN-AID AGREEMENT (“Agreement”) is between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), and the Town of Guadalupe, a political subdivision of the State of Arizona (“Town”).

RECITALS

The Nation desires to convey to Town a portion of its annual 12% local revenue-sharing contribution (“Contribution”) to be used by Town and non-Town recipients for services that benefit the general public.

The Constitution of the Tohono O’odham Nation, Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Nation with Federal, State, and local governments.

The Constitution of the Tohono O’odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State, and local governments, the Chairman is authorized to sign such agreements on behalf of the Nation.

Under A.R.S. § 5-601.02(H)(4), Town may receive monies from the Nation for services identified by the Nation that benefit the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development.

Town is authorized by A.R.S. § 11-951 through § 11-954 to enter into agreements for joint or cooperative actions with public agencies.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.
- 2. Contribution.** On execution of this Agreement, the Nation will issue payment to the Town in the amount described in Schedule A (the “Contribution”) for the purpose(s) detailed in Schedule A. Town will distribute funds directly to the Town recipient(s) (“Town Recipients”) listed in Schedule A.

- 3. Disbursement of Contribution and Recordkeeping.** Town is responsible for disbursing the Contribution consistent with this Agreement. Within a reasonable time following receipt of the Contribution from the Nation, Town shall distribute the Contribution per Town policies and procedures governing the disbursement of these funds. Town shall keep and maintain records relating to the disbursements and this Agreement.
- 4. Term and Termination.**

 - a. Effective Date.** This Agreement shall become effective when all parties have signed. The date this Agreement is signed by the last party, as indicated by the date associated with the party's signature, shall be deemed the Effective Date.
 - b. Term.** This Agreement shall commence upon the Effective Date and will continue for twelve (12) months unless terminated earlier ("End Date"). The Nation, in its discretion, may approve in writing any request by the Town for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.
 - c. Termination by Nation.** The Nation may terminate this Agreement with or without cause at any time by providing Town fifteen (15) days advance notice in writing. If the Nation terminates this Agreement after Town receives the Contribution but before Town disbursed the Contribution in accord with Section 2, the Nation shall include in the notice of termination specific instructions regarding disposition of the Contribution.
 - d. Termination by Town.** All parties acknowledge that this Agreement may be subject to cancellation by Town per A.R.S. § 38-511.
- 5. Money Unclaimed.** If Town fails to accept the Contribution on or before December 31, 2021, this Agreement will be deemed to have been terminated by Town and the Nation will award the Agreement Contribution to another local government entity.
- 6. Monitoring, Review, and Audit.** The Nation may monitor and review the Town Recipients' use of their portions of the Contribution as well as the Town Recipients' performance of the projects funded thereunder, and their compliance with this Agreement, which may include onsite visits to assess the Town Recipients' governance, management and operations, to discuss the Town Recipients' programming and finances, and review relevant financial and other records and materials related to the Town Recipients' use of their portion of the Contribution. In addition, the Nation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within three years after the Contribution has been fully spent by the Town Recipients. Any onsite visit or audit shall be conducted at the Nation's expense, following prior written notice, during normal business hours, and no more than once during any twelve (12) month period.
- 7. Dispute Resolution.** The parties mutually agree that any disputes arising pursuant to this Agreement shall be resolved through informal dispute resolution. For all disputes arising under this Agreement the Nation and Town shall first attempt to negotiate a resolution.

All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.

8. **Reports:** If applicable, Town will submit a final report to the Nation within 30 days of the End Date of this Agreement explaining how and when the funds provided under this Agreement to the Town Recipients were used. This report may be in the form of an affidavit signed by an officer of Town and may be accompanied by supporting documentation. The report must address: (i) changes in the scope of the project or purchase funded under this Agreement, (ii) the total expenses under the project or purchase funded by the Agreement, (iii) a brief description of who has benefited from this Agreement, and (iv) Town's next steps with regard to the project or purchase made under this Agreement.

9. **Notices.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation:

Ned Norris, Jr., Chairman
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: (520) 383-3379

and

Executive Counsel
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: 520-383-3379

If to the Town:

Valerie Molina, Mayor
9241 South Avenida del Yaqui
Guadalupe, AZ 85283
Phone: (480) 730-3080
Fax: (480) 505-5368
Email: vmolina@guadalupeaz.org

Jeff Kulaga, Town Manager / Clerk
9241 South Avenida del Yaqui
Guadalupe, AZ 85283
Phone: (480) 730-3080
Fax: (480) 505-5368
Email: jkulaga@guadalupeaz.org

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- 10. Entire Agreement, and Amendments.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- 11. Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship which would impose liability upon one party for the act or failure to act of the other party.
- 12. No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 13. Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 14. Counterparts and Electronic Signatures.** This Agreement is executed in duplicate originals. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.
- 15. Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of either party's sovereign immunity in any forum or jurisdiction.

INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

This Agreement is signed on behalf of the parties:

TOHONO O'ODHAM NATION

Ned Norris, Jr., Chairman

Date

TOWN OF GUADALUPE

Valerie Molina, Mayor

Date

ATTEST:

Jeff Kulaga, Town Manager / Clerk

Date

APPROVED AS TO CONTENT:

David E. Ledyard, Town Attorney

Date

APPROVED AS TO FORM:

David E. Ledyard, Town Attorney

Date

Schedule A

Program	Project	Contribution
Town of Guadalupe	Guadalupe Senior Center	\$80,000.00
	Total	\$80,000.00

AMENDED – DECEMBER 9, 2021

RESOLUTION NO. R2021.25

A resolution of the Town Council of the Town of Guadalupe, Maricopa County, Arizona, authorizing the Town to submit an application to the Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) program to be utilized for a wastewater system rehabilitation project consisting of the repair and replacement of 16 segments of sewer line including: 2 segments totaling 12 linear feet of open cut point repair, 14 segments totaling 4,699 linear feet of cured-in-place, the repair of 5 manholes, and, engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection services. **THE TOWN IS COMMITTING TO ALL OPERATIONAL AND MAINTENANCE OF ITS’ WASTEWATER SYSTEM.**

The requested grant funding amount totals \$550,275 for fiscal year 2022-2023; and authorizes the Mayor, or designee and Town Manager / Clerk to execute any documents in furtherance of this application.

BE IT RESOLVED by the Mayor and Council of the Town of Guadalupe, Maricopa County, Arizona, the Town is hereby authorized to submit applications for fiscal year 2022-2023 Maricopa County CDBG funds for:

Wastewater system rehabilitation Project totaling \$550,275 for the repair and replacement of 16 segments of sewer line including:

- 2 segments totaling 12 linear feet of open cut point pipe repair,
- 14 segments totaling 4,699 linear feet of cured-in-place pipe repair, and
- Clean and epoxy 5 manholes; and,
- Engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection services.

Exhibit A illustrates the locations of the sewer line replacement segments.

Name of person(s) authorized to sign application(s), execute a Subrecipient agreement, and other required documents:

NAME: Jeff Kulaga

NAME: Valerie Molina

TITLE: Town Manager/Clerk

TITLE: Mayor

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Guadalupe, Arizona, this 9th day of December, 2021.

Valerie Molina, Mayor

ATTEST:

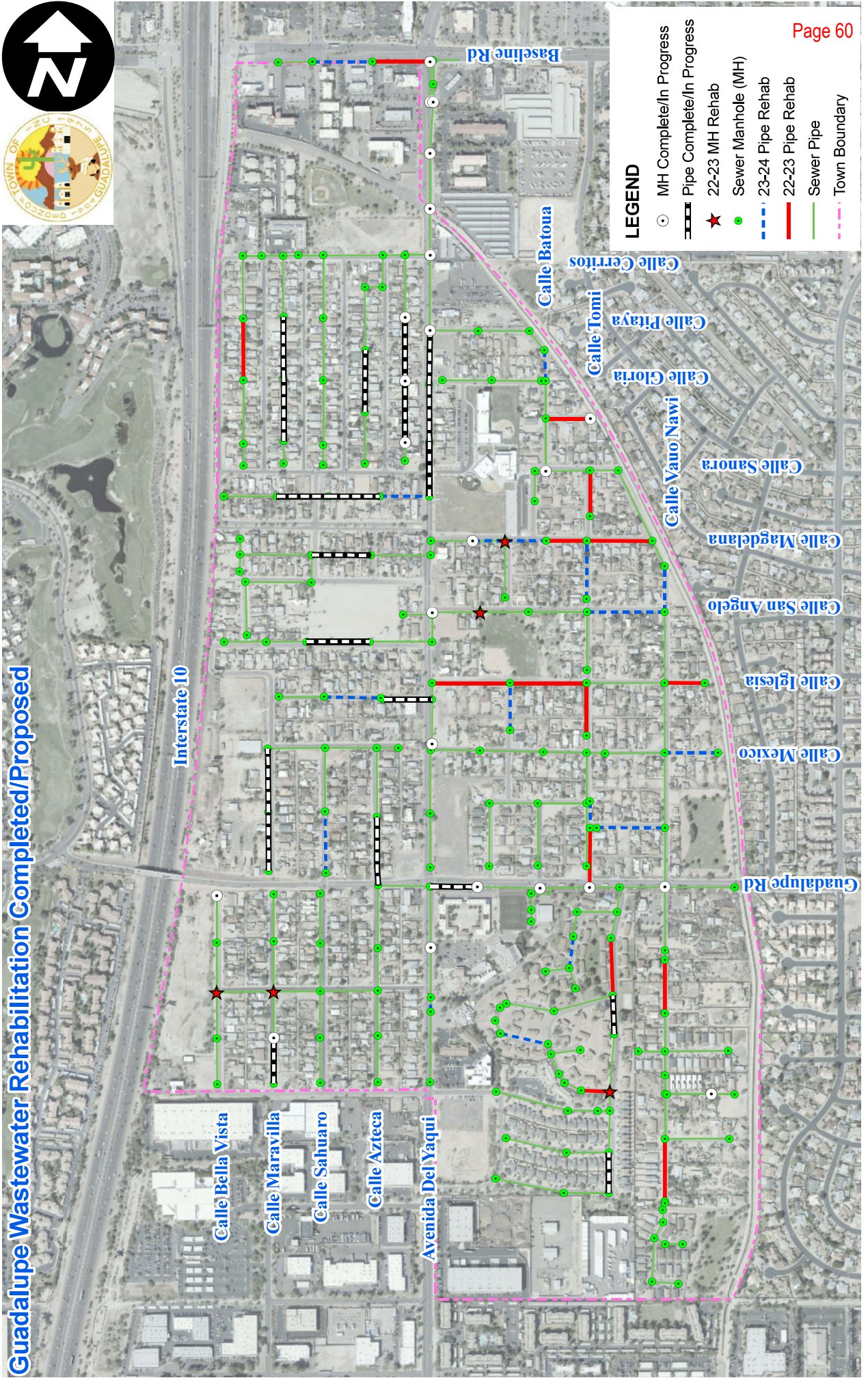
Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

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



Guadalupe Wastewater Rehabilitation Completed/Proposed



Tribe / Community / Nation	2021 Proposed Amount	Town Dept.	Purpose	Status
Ak-Chin	\$100K	Fire	SCBA Equipment Replacement	Granted 10/21/2021
Ak-Chin	\$30K	Econ Dev	Business Development / Local First Program	Denied
Ak-Chin Total	\$130K			
Fort McDowell	\$80K	Senior Center	Senior Center Meal Program	Denied 8/5/2021
Fort McDowell	\$75K	Fire	Command / Community Vehicle	Denied
Fort McDowell Total	\$155K			
Gila River	\$60K	Public Works	Utility Equipment: cherry picker, walker, sweeper, chipper	Granted 9/3/2021
Gila River	\$55K	CAP	Family Assistance Programs	Denied
Gila River	\$36K	Community Dev.	Cultural Heritage Events Programming	Denied
Gila River Total	\$151K			
Pascua Yaqui	\$55K	Public Safety	Event Staffing	Denied 6/24/2021*
Pascua Yaqui	\$40K	CAP	Community Food Distribution Program (food & equipment)	Denied
Pascua Yaqui	\$75K	Fire	SCBA Fill Station	Denied*
Pascua Yaqui Total	\$170K			
Tohono O'odham	\$80K	Senior Center	Elder Activity Programming; Craft Room flooring	Granted 10/20/2021
Tohono O'odham	\$65K	Fire	Type 1 Fire Truck Payment	Denied
Tohono O'odham Total	\$145K			
Overall Total	\$751K			\$240K Granted

*awarded through COVID19 funds

Prepared 12_3_2021

jk

SIDEWALK REPAIRS – 31 LOCATIONS (MID-DECEMBER THROUGH JANUARY)

8 locations being repaired by City of Tempe Water Dept. contractor (City of Tempe funds):

- 5624 E Calle Mexico
- 8025 S Calle Moctezuma
- 8247 S Calle Sahuaro
- 5813 E Calle San Angelo
- 5814 E Calle San Angelo
- 5815 E Calle San Angelo
- 5722 E Calle Sonora
- Calle Sonora just west of Avenida del Yaqui



23 locations being repaired by City of Tempe overtime crews (Town of Guadalupe funds):

- 9038 S Calle Azteca
- 8226 S Calle Batoua
- 5736 E Calle Biehn
- 5835 E Calle Biehn
- 9034 S Calle Carlos
- 5805 Calle Fortunato Serrano
- 5654 E Calle Gloria
- 5816 E Calle Gloria
- 5629 E Calle Iglesia
- 5806 E Calle Juan Tavena
- 5810 E Calle Juan Tavena
- 5654 E Calle Magdalena
- 8251 S Calle Maravilla
- 8250 S Calle Moctezuma
- 5514 E Calle Naranja
- 8227 S Calle Sahuaro
- 9023 S Calle Sahuaro
- 5814 E Calle San Angelo
- 5431 E Calle Sonora
- 8402 S Calle Tomi
- 9209 S Calle Tomi
- 9238 S Calle Tomi
- 9044 S Calle Vauo Nawi

