

**STATUTORY PARTNERSHIP AGREEMENT UNDER**  
**THE US ENVIRONMENTAL PROTECTION AGENCY — COMMUNITY CHANGE GRANT PROGRAM**

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This Statutory Partnership Agreement (the “Agreement”) is made and entered into this \_\_\_ day of June 2024 (the “Effective Date”). The Partners in this Agreement are as follows:

- The City of San Luis (“City”)
- Campesinos Sin Fronteras (“Partner Agency”)

**I. BACKGROUND**

The Inflation Reduction Act (IRA) created the Environmental and Climate Justice Program (ECJP)—the most significant investment in environmental and climate justice in US history. The Act was signed into Law in August 2022 and is now contained in Section 138 of the Clean Air Act 42 USC Section 7438. Under the program, the United States Environmental Protection Agency (US EPA) was given large appropriations to award grants to help disadvantaged communities address various environmental and climate justice issues. This historic investment relates to Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government. Furthermore, Executive Order 14008 relates to the Climate Crisis.

This Statutory Partnership Agreement is based upon these Acts and Laws. Both the Lead Agency, The City of San Luis (the “City”), a local government, and the Statutory Partner, Campesinos Sin Fronteras (the “Partner Agency”), a community-based non-profit organization, are eligible entities as defined in 42 USC Section 7438 to apply for funds under the U. S. EPA Community Change Grant. Additionally, the activities that will be performed and the services these entities provide are eligible under this grant program as defined in 42 USC Section 7438. Furthermore, the EPA Community Change Grant does not require a mandatory match.

Both the City and the Partner Agency wish to enter into this Statutory Partnership Agreement to effectively pursue, develop, and implement a project that will support a comprehensive community and place-based approach to addressing environmental and climate injustices in their community. Specifically, this partnership will strengthen the City of San Luis and CSF's long-term collaboration and commitment to working with and for their community on Climate Action and Pollution.

The Partners of this Agreement agree to the following:

## II. NAME

This partnership will be known as the Partnership to Achieve Environmental Justice and Community Resilience in San Luis, Arizona (the “Partnership”).

## III. THE PARTNERSHIP

The entities wish to become partners in applying for, developing, and implementing a project under the US EPA Community Change Grant Program.

The Partnership’s primary place of business will be 1090 E Union Street, San Luis, AZ 85349, which are the offices of the Lead Agency, the City of San Luis, with the partner operating from 720 Main St # B, San Luis, AZ 85349.

The Partnership will be governed under the laws of the state of Arizona.

The Partnership’s primary purpose is to implement a Climate Action Strategy and Pollution Reduction Strategy in the City of San Luis, AZ, to achieve environmental justice and community resilience.

## IV. CONTRIBUTIONS, ROLES, AND RESPONSIBILITIES

The Community Change Grant Program requires no mandatory contributions or match funds. but each partner will be responsible for meeting the financial obligations to ensure the project is complete within the three-year grant period.

**The Partnership Framework:** During disasters, the City of San Luis relies on its “Emergency Operations Plan” and the “Community Emergency Response Team” (CERT), which together provide a comprehensive framework for coordinating community resources in response to emergencies. CERT is a voluntary, community-based team. The City responds to emergencies caused by disasters, while CERT proactively identifies individuals in need of assistance and reports these to first responders. CERT also identifies hazardous areas and buildings post-disaster and reports to the Emergency Command Center, comprised of Public Safety and other City personnel.

The Community Resilience Hub, operated by Campesinos Sin Fronteras, as outlined in the grant application, along with its outreach and programming, will enhance this existing framework. This strengthened framework is designed to achieve the results required under the EPA strategic plan linkages. Additionally, it will meet the anticipated outputs, outcomes, and performance measures of the EPA Community Change Grant program.

The Partners intend to contribute to the Partnership as follows:

## **The City of San Luis:**

\$15,000,000 from the EPA Community Change Grant Award Amount – Construction

### **Roles and Responsibilities:**

- The City will be the lead agency, managing the grant and overseeing all funding received from the EPA.
- The City will manage the construction of both the Wastewater Treatment Plant and the Community Resilience Hub.
- In managing the construction, the city will abide all applicable laws including but not limited to the San Luis City Code Chapter 3.05 – PURCHASING, and Title 15 – BUILDINGS AND CONSTRUCTION; Arizona Revised Statutes Title 35 for Arizona-required competitive bidding, and applicable State and Federal Statutes and regulations on environmental protection.
- Upon grant award, the City will execute a Subaward Agreement with Campesinos Sin Fronteras (PARTNER AGENCY), specifying all administrative responsibilities of both parties, including but not limited to submitting monthly, quarterly reports, fiscal reports, and reimbursement requests.
- The City will perform internal audits as needed to ensure compliance and remedy any issues prior to EPA’s audits.
- The City will be responsible for the overall management, performance, oversight, and reporting responsibilities under the named grant and for making subawards to the Partner Agency.
- The City will be responsible for receiving Federal funds from the EPA and properly spending them.
- The City will ensure that reporting and grant management is completed during the grant period and afterward, if needed.
- Jointly responsible with the Partner Agency for mediating and resolving any disputes between the partners.
- The City shall be responsible for managing compliance, legal issues, and risks associated with the project.
- The City will be responsible, if necessary and only in a case of gross noncompliance, for replacing the Partner Agency with another Statutory Partner, ensuring the replacement has comparable expertise, experience, knowledge, and qualifications to the replaced agency to ensure project completion within the specified project time limit. Note: Replacement would require prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)(6).
- As the Lead Agency, the City will comply with the sub-award requirements in the grant regulations at 2 CFR 200.331 and in EPA’s Subaward Policy and related guidance.

Additional joint partnership activities include, but are not limited to:

- Coordinate and troubleshoot any emergency issues with Campesinos Sin Fronteras' team.
- Refer people to the Campesino Sin Fronteras building as needed during an emergency,
- Police, Fire, and Public Works respond to emergency calls, including those from Campesinos Sin Fronteras.
- Provide or facilitate training on Community Emergency Response and expand participants in the CERT.
- Police Department will continue training on active shooter, drug prevention, drug take-back events coordinated with Campesino Sin Fronteras.
- Parks and Recreation Department will continue participation in the Campesino Sin Fronteras 2THRIVE program, providing youth with tools and skills to achieve emotional, physical, social, and intellectual health and wellness.

Refer residents to Campesinos Sin Fronteras programs, as needed.

**Campesinos Sin Fronteras:**

\$5,000,000 from the EPA Community Change Grant Award Amount – Construction

**Roles and Responsibilities:**

- Partner Agency will operate, maintain, and insure the Community Resilience Hub. The Community Resilience Hub will offer programs and services to increase the overall community resilience to current and anticipated climate impacts, provide climate resilience-specific workforce development to the local migrant and seasonal farmworker community, and utilize a culturally specific Community Health Worker (Promotora Model) approach to educate the community on heat stress, chronic disease prevention, pesticide safety, water conservation, and address emerging issues of climate and environmental justice for future generations.
- The Community Resilience Hub will be home to Partner Agency's powerful Spanish language Non-Commercial Community Broadcast Station, Radio Sin Fronteras KYMZ 99.9 FM, FCC licensed to serve as an emergency signal to educate, empower, advocate, and assist low-income families, migrant workers, and new immigrants offering 24/7 programming that airs in a border region that encompasses 4 states in 2 counties with a total listening potential of up to 500,000 people consisting of communities in Arizona, California, Sonora Mexico and Baja California, Mexico.
- The Partner will submit timely reports to the City for federal reporting to EPA as needed.
- Jointly responsible with the City for mediating and resolving any disputes between the partners.

Additional joint Partnership activities include, but not limited to:

- Operate a Cooling Station or Disaster Shelter during emergencies, providing space within the Community Resilience Hub.
- Provide space within the Community Resilience Hub for the City to operate command center during emergencies.
- Provide a triage area within the Community Resilience Hub, in collaboration with the City's Fire, Police, Public Works Departments and CERT and other agencies who may be on-hand during a disaster such as the Red Cross, Regional Border Health Center, and Yuma County.
- Refer to appropriate social services such as Cenpatico Integrated Care for crisis support services and the Western Arizona Council of Governments (WACOG) for home weatherization, housing and utility assistance, and the US Department of Labor for farm labor housing.
- Provide specialized training space within the Community Resilience Hub for the Community Emergency Response Team's ongoing training and certification programs.
- Provide other space for community training, hosted by the Partner or the City.
- Provide community outreach for disaster preparedness through their various programs and radio station.

## **V. INTEREST AND AUTHORITY**

The Partnership will consist of representatives from both entities.

Armando Esparza, Director of Economic Development, City of San Luis

Jenny Torres, Acting City Manager, City of San Luis

Eulogio Vera, Director of Public Works, City of San Luis

Kay Macuil, City Attorney, City of San Luis

Emma Torres, Executive Director, Campesinos sin Fronteras

Audren Morris-Sandoval, Deputy Director, Campesinos sin Fronteras

The Partners' ownership interest in the Partnership will be as follows:

The City of San Luis-Wastewater Treatment Plant Expansion: 100%

Campesinos Sin Fronteras- Community Resilience Hub: 100%

## **VI. COSTS**

### **City of San Luis**

If approved for the Community Change Grant Program, the City of San Luis would utilize \$15 Million of grant funds toward the cost of the West Wastewater Treatment Plant Expansion. The West Wastewater Treatment Plant is a 1.5 MGD conventional Sequential Batch Reactor (SBR)

plant with non-automated headworks, grit removal, clarifier/aeration basin, digester basin, chlorine contact chamber, percolation ponds, and sludge drying beds. Screenings, grit, and biosolids are sent to an existing landfill for disposal.

The City's contribution is the construction of all necessary improvements to increase the treatment capacity for the City of San Luis West Wastewater Treatment Plant from 1.5 million gallons per day (MGD) to 3.0 (MGD). Major system improvements to the headworks, aeration basins, digesters, and disinfection systems are anticipated. The City completed a treatment process evaluation for this plant in 2022, which determined that the membrane bioreactor treatment process is the most cost-effective. The project also includes constructing a new operator's building office/room. Selection and implementation of a new Supervisor Control and Data Acquisition (SCADA) system for the West Wastewater Plant that will integrate with other wastewater facilities/operations and evaluation of 1,800 lineal feet 14" sewer force main to replace an existing force main that discharges directly into the treatment plant.

### **Campeños Sin Fronteras:**

If approved for the grant, Campeños Sin Fronteras would use \$5 million of grant funds to construct a Community Resilience Hub. Campeños Sin Fronteras owns a 1.25-acre lot along Cesar Chavez Blvd in San Luis, Arizona. This land is designated by the Environmental Protection Agency (EPA) Inflation Reduction Act (IRA) as a Target Investment Area. Campeños Sin Fronteras proposes to use this land to construct approximately 12,813 sq ft. Community Resilience Hub will establish an enduring culture of climate resilience uniquely designed to remain operable during emergencies and serve as an official Command Center for the City of San Luis, AZ. The Community Resilience Hub will also host scientific research convenings to advance environmental justice. Campeños Sin Fronteras will operate the Community Resilience Hub year-round, offering programs and services to increase the overall community resilience to current and anticipated climate impacts, provide climate resilience-specific workforce development to the local migrant and seasonal farmworker community, and utilize a culturally specific Community Health Worker (Promotora Model) approach to educate the community on heat stress, chronic disease prevention, pesticide safety, water conservation, and address emerging issues of climate and environmental justice for future generations. The Community Resilience Hub will be home to PARTNER AGENCY's powerful Spanish language Non-Commercial Community Broadcast Station, Radio Sin Fronteras KYMZ 99.9 FM, FCC licensed to serve as an emergency signal and educate, empower, advocate, and assist low-income families, migrant workers, and new immigrants offering 24/7 programming that airs in a border region that encompasses 4 states in 2 countries with a total listening potential of up to 500,000 people consisting of communities in Arizona, California, Sonora Mexico and Baja California Norte, Mexico. which is used to provide education and information about vital services and emergency response.

Additional costs associated with the Partnership are as follows:

The City of San Luis will operate and maintain the Wastewater Treatment Plant, to include:

1. Construction costs,
2. Maintenance of facility,
3. Renovations for the facility,
4. Operations of the facility,
5. Additional expenses related to the facility

Campeños Sin Fronteras will operate and maintain the Community Resilience Hub, to include:

1. Construction costs,
2. Maintenance of Community Resilience Hub
3. Renovations to Community Resilience Hub
4. Operations of Community Resilience Hub
5. Additional expenses related to the Community Resilience Hub

## **VII. RESPONSIBILITIES FOR CONSTRUCTION AND COST MANAGEMENT**

As the lead agency, the City of San Luis will oversee the administration of the construction projects, ensuring compliance with all relevant statutes, codes, and regulations. The City will utilize its extensive experience to manage the construction of both the Wastewater Treatment Plant and the Community Resilience Hub. However, any expenses exceeding the agreed grant amounts will be the responsibility of each party, to ensure project completion before the end of the grant period.

If the construction costs exceed the allocated grant funds, each party will provide additional funds from their own resources to complete the project. All costs associated with the construction of their respective projects, including any cost overruns such as design changes and change orders, will be borne by each partner. Upon completion, the City of San Luis will own and maintain the West Wastewater Treatment Plant and Campeños Sin Fronteras will own and maintain the Community Resilience Hub.

The project costs will be allocated based on the specific responsibilities of each partner (total \$15,000,000 for the Wastewater Treatment Plant Expansion and \$5,000,000 for the Community Resilience Hub) rather than an equal split. If the construction costs exceed the grant funds, both parties will cover the additional costs as needed. Both partners will ensure that all reporting and grant management requirements are fulfilled during and after the grant period as necessary.

## **VIII. PROFITS**

There are no profit purposes in this Agreement nor from the grant allocation.

## **IX. ACCOUNTING**

The designated accountant of the City of San Luis Finance Department will manage and maintain the Treatment Plant Facility's expenditures, operations, and maintenance accounts. The City's Finance Department will also track all spending for the Community Resilience Hub during the grant period.

The City of San Luis's accounting records for this Agreement will be kept on an accrual basis. The fiscal year for the City of San Luis and Campesinos Sin Fronteras is July 1 – June 30.

Both partners will be subject to the requirements of the Uniform Administrative Requirements, Cost 61 Principles, and Audit Requirements for Federal Awards: Title 2 CFR, Parts 200 and 1500.

## **X. MEDIATION**

In the event of any disputes or disagreements, the Lead Agency and the Partner Agency agree to enter into mediation in good faith and sincerely desire to reach a mutually acceptable resolution of their differences regarding the above-named projects. Both Agencies agree to set aside three (3) full days for mediation sessions. The mediation sessions will be conducted at the City offices or Campesinos Sin Fronteras offices during regular business hours. A neutral third-party facilitator will guide the Agencies through a process to help them reach their settlement. Mediators will not offer legal advice. All discussions and documentation offered during the mediation sessions will be treated as privileged and confidential. Both agencies will agree on who will attend the mediation sessions.

If an agreement is reached, the mediator will prepare a written agreement draft to be finalized in a joint session with all parties present. If an agreement is not reached, the process can be terminated.

Each mediation party can seek legal counsel before the agreement is in place. Once the deal is in place, this will be the final binding document to settle the dispute or disagreement.

Both parties will pay the fee, administrative expenses, and other expenses for the mediation equally. However, the cost of participation of other parties not part of the Partnership will be solely covered by the party that requested the participant attend.

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Nieves Riedel, Mayor

**Attest:**

**Approved As to Form**

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Sonia Cornelio, City Clerk

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Kay Marion Macuil, City Attorney

**Campesinos Sin Fronteras**

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Emma Torres, Executive Director

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Araceli Rodriguez, Esq. CSF Attorney