



NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, November 13, 2024. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miércoles, 13 de Noviembre del 2024. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S § 1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona A.R.S. § 1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad

AMENDED AGENDA 11/12/2024



AGENDA Regular Meeting San Luis City Council Council Chambers 1090 E. Union Street San Luis, AZ 85349 November 13, 2024 6:00 p.m.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. § 38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. LA ALCALDESA O ALCALDE INTERINO DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. § 38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. PROCLAMATION/PRESENTATION
 4. A. Proclamation - GIS Day November 20, 2024
 4. B. Presentation of Certificate of Recognition to Mr. Salvador (Chavita) Pichardo for his 43 years of service to the San Luis community as a U.S. Postal Service employee. **(Mayor and City Council)**
5. CONSENT AGENDA

All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

 5. A. MINUTES OF
 - Special Council meeting held October 2, 2024
 - Regular Council meeting held October 9, 2024
 5. B. DISBURSEMENTS FROM OCTOBER 17, 2024 TO NOVEMBER 06, 2024
Total \$2,193,547.22
(Two Million, One Hundred Ninety-Three Thousand, Five Hundred Forty-Seven Dollars and Twenty-Two Cents)

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 6. A.** Discussion and possible action on any and all matters regarding the approval of the statutory partnership between the City of San Luis and the Greater Yuma Port Authority to apply for the Environmental Protection Agency's Community Change Grants program. **(Armando Esparza, Director of Economic Development)**

- 6. B.** Discussion and possible action on any and all matters regarding the city's acceptance of funds awarded from the United States Department of Agriculture (USDA) Rural Business Development Grant (RBDG) to empower underserved microentrepreneurs and provide training such as marketing, business planning, and cash flow management. **(Armando Esparza, Director of Economic Development)**

- 6. C.** Discussion and possible action on any and all matters regarding a Memorandum of Agreement (MOA) for the Brownfields Assessment Coalition FY2025 EPA Brownfield Grant Application. **(Armando Esparza, Director of Economic Development)**

- 6. D.** Discussion and possible action on any and all matters regarding the approval of the statutory partnership between the Regional Center for Border Health, Inc. and the City of San Luis to apply for the Environmental Protection Agency's Community Change Grants Program. **(Armando Esparza, Director of Economic Development)**

- 6. E.** Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Gutierrez Canales Engineering, PC for the construction of the Cesar Chavez Boulevard Water Main Improvements project. **(Jorge Perez, Assistant Director of Public Works)**

- 6. F.** Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Bernardo Arce on behalf of Raicilla USA, located at 1122 Beach Street, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**
 - A. Staff and/or Applicant presentation
 - B. Open Public Hearing
 - C. Call to the public on this item
 - D. Close Public Hearing
 - E. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Raicilla USA

7. SUMMARY OF CURRENT EVENTS

Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. § 38-431.02 (K).

8. CALL TO THE PUBLIC

This is the time for the public to comment. Under A.R.S. § 38-431.01(I), Members of the City Council shall not discuss or take legal action on matters raised during an open call to the public that are not properly noticed on this agenda for discussion and legal action. At the conclusion of an open call to the public, individual Members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda.

9. ADJOURNMENT



PROCLAMATION

Regular City Council Meeting

4. A.

Meeting Date: 11/13/2024

Title:

Proclamation - GIS Day November 20, 2024

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

GIS DAY
November 20, 2024

WHEREAS, the City of San Luis recognizes that an understanding, use and application of geospatial technology is crucial to operating our infrastructure, sustaining our natural resources, and stimulating economic growth, thus, benefitting the welfare of the general public throughout the City of San Luis; and

WHEREAS, Geographic Information Systems (GIS) technology allows us to see and model complex relationships and patterns to more intelligently respond; and

WHEREAS, there is a need to promote GIS awareness, education and technical training to use this rapidly developing technology to its full potential; and

WHEREAS, the City of San Luis acknowledges those that have chosen GIS as their profession or as part of their discipline to improve the lives of our citizens; and

WHEREAS, to recognize and support the efforts of nonprofits who work on activities to improve conservation, human services, and various humanitarian efforts to better our world; and

WHEREAS, having a day of GIS activities open to students, citizens, and government leaders will help promote science, technology, engineering and mathematics (STEM) education and inspire others to a higher calling to use technology for good; and

WHEREAS, the City of San Luis is committed to utilizing GIS to inform decision making and better serve its residents and make useful geographic information open and easily available to the public, as a platform for innovation.

NOW, THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim November 20, 2024, as “**GIS Day**”.

DATED this 13th day of November 2024.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PRESENTATION

Regular City Council Meeting

4. B.

Meeting Date: 11/13/2024

Submitted By: Olivia Jenkins, Administration

Presentation Topic/Summary:

Presentation of Certificate of Recognition to Mr. Salvador (Chavita) Pichardo for his 43 years of service to the San Luis community as a U.S. Postal Service employee. **(Mayor and City Council)**

Attachments

Yuma Sun Article

POSTAL

FROM PAGE A1

employee.

Pichardo witnessed the growth of the city and, through his work, the technological advances that challenged him to adapt to changes.

"Before, for money orders, we used a machine where everything was more manual, we used more paper. Now, everything is digital. There have been so many changes. Before, you had to use several to complete the amount you needed for a package; now, it's just one. And when computers arrived, I had to take classes in Phoenix. Before that, all records were kept in books, by hand," he recalled.

Before working for the Postal Service, Pichardo held several jobs at now-defunct businesses that older generations may remember, such as the American Market, one of the positions where he honed his customer service skills.

Nevertheless, one of his greatest satisfactions is having served the nation in the Army for two years starting in 1968, when he was stationed at a base in Panama and later assigned to Vietnam.

That experience, he emphasized, not only gave him the joy of serving the country but also instilled the value of discipline, which has served him throughout his life.

"I had different bosses with different styles, but you have to adapt and follow the rules to do well. I came from a military service where discipline was strict, and I think that helped me," he stated.

Pichardo acknowledged that good customer service is an aspect that has been lost in some establishments, and this has to do with employees' attitudes toward their jobs and leaving personal problems outside of work.

"You go to some places, and it's like they don't see you. There's a lack of attention, at the very least. I've always said that the customer deserves the best you can offer, and to do that, you have to leave behind the little things that bother you and serve with joy, with love," emphasized Pichardo, who remained in his position as a customer service associate because he enjoyed interacting with the public, even though he had the opportunity to advance.

"It's inevitable to have problems at home or to be in a bad mood because

of the weather, but you have to leave that outside and always provide good service to the people," he reiterated.

He brought that spirit of service to the community, where he volunteered in Little League baseball, in the city, or at his church, where he has been part of a musical group for years, following his passion for the guitar, an instrument he's played since childhood.

With just a few weeks before he retires, he admits he's not sure what he'll do once he's in retirement.

"At least I'll walk and exercise. I don't know if I can

stay at home for too long, but I'll spend more time with my wife and family, and enjoy my four grandchildren more," he said.

"People always consider him a gentleman, and some call him 'Mr. Handsome,'" said San Luis Postmaster Larry Dean Sr., in a Postal Service statement.

"Since I've been here, I've seen older customers come in and wait in line until Salvador helps them. Salvador always arrives 15 minutes before his shift with a pleasant 'good morning' for everyone. When he finally retires, everyone will miss him dearly," Dean added.

THANK YOU FOR READING YUMA'S COMMUNITY NEWSPAPER

Yuma Sun

SUNDAY, OCTOBER 13, 2024

152nd YEAR, 212th ISSUE



Guess who?

Popular eatery opening 2nd location in Foothills/B1



Follow us on Twitter @YumaSun and Facebook

Today's high: 100°

Details on D4

\$2.00



'For the long haul'

Salvador Pichardo, well-known postal employee of San Luis, to end 43 years of public service

BY CESAR NEYOY
BAJO EL SOL

A commitment to service and consistency are qualities that have been part of Salvador Pichardo's life during his more than four decades as a postal employee in San Luis, Arizona, qualities that have brought him many satisfactions, which he now treasures as he prepares to retire.

Pichardo, 75, will conclude a 43-year career with the Postal Service on Nov. 1, during which he became one of the most well-known figures in San Luis, recognized for his quality of service to the public, the result of doing his job with joy.

"For me, the key has always been to do your best at your job, but above all, to remember that we are pleasing God and must serve with joy in whatever role we're in," said Pichardo, who is



PHOTOS BY CÉSAR NEYOY/BAJO EL SOL.

SALVADOR PICHARDO AT HIS FAVORITE SPOT in the post office, the customer service counter. The well-known postal worker from San Luis will retire on Nov. 1, after 43 years of service to the federal agency.

also an Army veteran, having served two years in that branch of the military.

The Postal Service honored the native of Tijuana, Baja California, for his years of service to the federal agency, all of which he spent in San Luis, starting in October 1981 as a part-time

SEE POSTAL/A6



SALVADOR PICHARDO, SAN LUIS POSTAL employee, whose career of over four decades was recognized by the United States Postal Service.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 11/13/2024

Summary

MINUTES OF

- Special Council meeting held October 2, 2024
 - Regular Council meeting held October 9, 2024
-

Attachments

10/2/2024 SCM

10/9/2024 RCM

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 2, 2024
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Special City Council meeting to order at approximately 7:00 p.m.

PRESENT: Mayor Nieves Riedel
Council Member Tadeo Azael De La Hoya – via Zoom @ 7:02 p.m.
Council Member Javier Vargas
Vice-Mayor Gloria Torres
Council Member Luis E. Cabrera
Council Member Matias Rosales – via Zoom
Council Member Mara Cecilia Cruz

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Albert Moreno, Information Technology
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Glenn Gimbut, Assistant City Attorney
Janet Taylor, Legal Secretary
Jose Antonio Maldonado, Multimedia Production & Operations Specialist
Olivia Jenkins, Administrative Services Manager
Roula Encinas, Director of Finance
Alex Bejarano, Regional Center for Border Health
Gerald W. Hunt, Attorney for Regional Center for Border Health, Inc.
Alex J. Harper, Member of the San Luis Industrial Development Authority
Gary Black, President to the San Luis Industrial Development Authority

2. PLEDGE OF ALLEGIANCE

Council Member Javier Vargas led the Pledge of Allegiance.

3. DISCUSSION AND POSSIBLE ACTION ITEMS:

3. A. Public hearing followed by discussion and possible action on any and all matters regarding a proposed financing of eighty million dollars (\$80,000,000) using the Industrial Development Authority of the City of San Luis as a financing conduit for a proposed hospital through the Regional Center for Border Health, Inc. in San Luis, Arizona. This is a public hearing required by federal law. (Glenn Gimbut, Assistant City Attorney)

Mr. Glenn Gimbut, Assistant City Attorney, explained that this is a proposed bond issue of \$80 million for a hospital to be located in the City of San Luis. This is a proposed financing for the Regional Center for Border Health, Inc. He informed that the law requires that the City Council conduct a public hearing on this topic.

A. Presentation

Mr. Gerald W. Hunt, Attorney for Regional Center for Border Health (RCBH), Inc., asked the Mayor and City Council to support this project. He indicated that RCBH understands that there is a competitive situation where San Luis will be fortunate to have two (2) different groups that want to construct healthcare facilities in the community. He highlighted that RCBH's goal is for San Luis to receive quality health care. He informed that they currently employ over 480 South Yuma County residents and own several health facilities in Somerton and two (2) facilities in San Luis, one of them being the Medical Mall. Furthermore, he explained that this project is being done to augment public healthcare in South Yuma County and not to make money from residents. He informed that the proposed hospital would include an emergency room that would be open 24/7; this would benefit the city and make it a better place to live. He outlined that the idea of this project is not just to have a good hospital but to have an affordable hospital.

B. Open Public Hearing

Mayor Nieves Riedel opened the Public Hearing.

C. Call to the Public on this Item

Ms. Glenn Gimbut, resident, recalled that in 1998, the only doctor in San Luis, Arizona, asked the Mayor and City Council to bring more health facilities to the community. During that time, the only person who stepped up was Ms. Amanda Aguirre, CEO of RCBH. The land was acquired from Ms. Nieves Riedel, and Mr. Alex J. Harper was the Mayor at that time. The City Council supported that project, and that is how medical services were expanded in the community. He mentioned that Ms. Aguirre has always shown her support for medical services in Southern Yuma County. He commented that competition is important so that costs and services are affordable.

Mayor Nieves Riedel stated that the city and the community appreciate what Ms. Aguirre has done in the community.

Mr. Alex J. Harper, resident, stated that he is proud of what has been done for medical health care in the community. Ms. Aguirre has worked hard, and he asked the Mayor and City Council to support her project.

D. Close Public Hearing

Mayor Nieves Riedel closed the Public Hearing.

3. B. Discussion and possible action on any and all matters regarding Resolution No. 2334. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the issuance of debt issued by the Industrial Development Authority of the City of San Luis, Arizona, in the maximum stated principal amount of \$80,000,000 in one or more series or issuance, the proceeds of which are to be lent to the Regional Center for Border Health, Inc., and declaring an emergency. (Glenn Gimbut, Assistant City Attorney)

(6 votes in favor are required to pass immediately as an emergency per A.R.S. § 19-142.)

Mr. Glenn Gimbut, Assistant City Attorney, informed that Resolution No. 2334 states that the Mayor and City Council support this project and support the issuing of \$80 million for a hospital as an Industrial Development Authority bond issue. He explained that by state law on an IDA bond issue, there is no financial commitment by the city, and there is nothing on this resolution that says there is a financial commitment by the city; this is something that would have to be paid for solely by Regional Center for Border Health, Inc.

Ms. Jenny Torres, Acting City Manager, informed that if the City Council votes in favor of this resolution, the motion needs to include the emergency clause. Six (6) votes are required in order to pass immediately as an emergency.

Council Member Matias Rosales asked what would happen if RCBH was to go bankrupt?

Mr. Gimbut replied that if they go bankrupt, they will have to foreclose on the property. However, the city or the Industrial Development Authority still has no financial obligation, and the taxpayers will not be liable.

Motion: Council Member Javier Vargas/Mayor Nieves Riedel to approve and adopt Resolution No. 2334 and declare an emergency. Motion passed unanimously.

Mayor Riedel asked for a Roll Call Vote; the votes were as follows:

Mayor Nieves Riedel	Aye
Council Member Tadeo Azael De La Hoya	Aye

Council Member Javier Vargas	Aye
Vice-Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Matias Rosales	Aye
Council Member Mara Cecilia Cruz	Aye

4. ADJOURNMENT

MOTION: Mayor Nieves Riedel/Council Member Javier Vargas to adjourn the Special Council meeting at approximately 7:23 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Javier Vargas	Aye
Vice-Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Matias Rosales	Aye
Council Member Mara Cecilia Cruz	Aye

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on October 2, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 9, 2024
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Regular City Council meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Vice Mayor Gloria Torres
Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya
Council Member Matias Rosales
Council Member Javier Vargas

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Adrian Hemmer, Police Officer
Adriana Garcia Fernandez, Human Resources Manager
Alan Guevara, Police Lieutenant
Angel Ramirez, Fire Chief
Antonio Maldonado, Multimedia Production & Operations Specialist
Armando Esparza, Director of Economic Development
Carlos Bermudez, Police Sergeant
Damian Miller, Police Lieutenant
Domingo Sosa, Graphics and Media Specialist
Edgar Esparza, Billing & Collections Manager
Elias Gonzalez Jr., Police Communications Supervisor
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Jaime Frias, I.T. Specialist
Jorge Perez, Assistant Director of Public Works
Jose A. Guzman, Director of Development Services
Juan Tejeda, Associate Planner
Manuel Hernandez, Assistant Director of Public Works
Maria Sabori, Risk Manager
Marleny Gonzalez, Police Officer
Miguel Ramirez, Finance Accounting Manager

Nancy Juarez, Accreditation and Compliance Coordinator
Nayeli Soto, Police Officer
Nigel Reynoso, Chief of Police
Olivia Jenkins, Administrative Services Manager
Oscar Barnett, Project Manager
Roger Espinoza, Police Officer
Roula Encinas, Director of Finance
Yadira Bobadilla, Police Sergeant
Albert Leon, Resident
Cesar Neyoy, Reporter
Christian Cuevas, Translator
Elizabeth Carpenter, Developer
Guillermina Fuentes, Resident
James Allen Jr., Resident
Lilia Quiñonez, Resident
Luis Marquez, Resident
Mark Concha, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Matias Rosales led the Pledge of Allegiance.

3. INVOCATION

Pastor Ramos – Iglesia Apostolica De La Fe En Cristo Jesus led the invocation.

4. PROCLAMATION/PRESENTATIONS

4. A. Proclamation - Arizona Cities & Towns Week October 13-19, 2024.

Mrs. Sonia Cornelio, City Clerk, read the Proclamation by title only.

4. B. Presentation followed by discussion on any and all matters regarding updates from Economic Development and Public Works on capital projects. (Armando Esparza, Director of Economic Development and Eulogio Vera, Director of Public Works)

Mr. Armando Esparza, Director of Economic Development, provided an update on some of the capital projects that his department is working on as well as the status on some grant applications he submitted. He spoke about the Merrill Avenue Project Phase 1 Improvements in conjunction with the Public Works, Fire and Police Departments; the U.S. Highway 95 Water and Sewer Project and the EPA Community Change Grant. The PowerPoint presentation is attached to the agenda item filed at the City Clerk's Office with the complete agenda packet.

Mr. Eulogio Vera, Director of Public Works, stated that development and delivery of projects are a teamwork as it takes effort from all divisions on the Public Works Department and other departments to make it happen. He provided an update on the Cesar Chavez Boulevard Widening, 10th Avenue Widening Design, Avenue B Widening, Urtuzuastegui Street GSA Improvements, Los Alamos Curve Realignment, County 22nd Street & Sidewinder Avenue Traffic Signal, County 22nd Street & 4th Avenue Improvements & Traffic Signal, 5th Avenue & Kennedy Lane Road Improvement, Main Street & B Street Traffic Signal Design, Union Street & 4th Avenue Design, Liberty Street Drainage Improvements, Radio System Upgrade Public Works Divisions, Water Treatment Process Change, Cesar Chavez Boulevard Water Main Improvements, Water Storage Tank #6 Rehabilitation, Well Site 7 New 2 Million Gallon Water Storage Tank, Well Site 5 New Well and Filtration System, Abandon Well Sites #1 & #2, Cesar Chavez Boulevard Wastewater Main Improvements, Escondido Lift Station Relocation, SCADA – Wastewater, Lakin Lift Station Rehabilitation, East Wastewater Treatment Plant Improvements, West Wastewater Treatment Plant Expansion, Sewer Manholes Repair/Replacement, Duct Cleaning, Door Access Controls and the Air Conditioning Units. The PowerPoint presentation is attached to the agenda item filed at the City Clerk's Office with the complete agenda packet.

4. C. Presentation of Lifesaving Awards to Sergeant Carlos Bermudez, Officers Roger Espinoza, Marleny Gonzalez, Adrian Hemmer and Nayeli Soto. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, presented the lifesaving awards to Sergeant Carlos Bermudez, Officers Roger Espinoza, Marleny Gonzalez, Adrian Hemmer and Nayeli Soto for their outstanding performance and actions taken in saving a human life.

Mayor Nieves Riedel thanked Chief Reynoso and his team for their outstanding job.

5. CONSENT AGENDA

5. A. MINUTES OF

- Regular Council meeting held September 11, 2024

5. B. DISBURSEMENTS

From 9/19/2024 to 10/3/2024

Total \$2,601,554.38 (Two Million, Six Hundred One Thousand, Five Hundred Fifty-Four Dollars and Thirty-Eight Cents)

MOTION: Council Member Matias Rosales/Council Member Tadeo Azael De La Hoya to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to DPE Construction, Inc. for the construction of the Cesar Chavez Boulevard Sewer Improvements project. (Jorge Perez, Assistant Director of Public Works)

Mr. Jorge Perez, Assistant Director of Public Works, explained that this is for the sewer improvements along Cesar Chavez Boulevard which needs to be done and constructed before or ahead of time of the actual roadway project. The Department of Public Works is seeking Council approval to accept and award a construction contract to DPE Construction, Inc., for this project. DPE Construction, Inc. was the lowest responsible bidder at \$1,406,364.23. Public Works evaluated all bids received in conjunction with its Wastewater Department and its consultant engineer and recommends awarding the contract to DPE Construction, Inc. The Cesar Chavez Boulevard road improvement project is under design and managed by the Arizona Department of Transportation (ADOT). This project does not include utility improvements, hence, the city is responsible for accomplishing the necessary utility improvements before the road work begins. The sewer system improvements needed along the corridor have been designed and procured through a formal bid process resulting in DPE Construction, Inc. being the lowest responsible bidder.

Mayor Nieves Riedel commented that this is team work as the Department of Public Works worked in conjunction with the Finance Department and Administration due to a deficit, moneys were moved from five (5) different accounts.

Ms. Roula Encinas, Director of Finance, added that staff met and were able to find \$620,000.00 of ARPA funds that were not utilized on Fiscal Year 2024, therefore these funds were allocated for the improvements on the east waste water treatment plant.

Council Member Tadeo Azael De La Hoya asked if guidelines are being followed when it comes to the allocation of ARPA funds?

Ms. Encinas responded that yes, the guidelines are being followed and if funds are not compromised by December 2024, then the ARPA funds would need to be returned to the federal government.

There was some discussion amongst the City Council and staff regarding the costs, initiation of the project, termination of the project, details of how the work is going to be done and hours of operation during the project on this road.

Ms. Jenny Torres, Acting City Manager, indicated that a lot of this utility work, sewer, water and APS, is going to happen in the timeframe between now and March. Therefore, one is going to be able to see a lot of work. Staff usually does not put in contracts for the work to be done at night, because it costs the city more money to do it. The Cesar Chavez Boulevard construction will start in the next months, and once construction starts, it is going to be for 18 months.

MOTION: Council Member Javier Vargas/Council Member Luis E. Cabrera to award the contract to DPE Construction, Inc., for the construction of the Cesar Chavez Boulevard Sewer Improvements Project in the amount of \$1,406,364.23 and authorize the budget transfers as presented in the fiscal impact of this item. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. B. Discussion and possible action on any and all matters regarding the City of San Luis piggybacking on the City of Yuma's contract with Republic Services for solid waste disposal services. (Manuel Hernandez, Assistant Director of Public Works)

Mr. Manuel Hernandez, Assistant Director of Public Works, stated that staff is seeking the City Council's approval to piggyback off the City of Yuma contract with Republic Services, making them the city's primary waste disposal provider. In June of this year, the City of San Luis received the rate adjustment from the current service provider, South Yuma County Landfill, the city's current disposal site. The cost increase went from \$32.00 per ton to \$39.00 per ton leading to an unbudgeted annual increase of approximately \$85,000.00. During the July 24th Council meeting, Public Works informed the Mayor and Council of the rate adjustment, and that staff would be exploring alternative options with local vendors. Public Works has since met with Republic Services, which is an under a 10 year contract with City of Yuma that expires in October of 2030. The contract has an option for two (2) additional five-year extensions. Their current rate is \$30.60 per ton, with a 3% annual increase baked into the contract.

He added that from August 5th to August 9th, Public Works conducted a week-long pilot, transporting all residential solid waste to Republic Services transfer station on Avenue 3 ½ in Yuma to assess the feasibility of switching providers. Public Works is seeking the City Council's approval to piggyback-off the City of Yuma's contract with Public Services.

Council Member Matias Rosales asked if staff had evaluated the fuel and the distance to the new provider?

Mr. Hernandez responded that staff did evaluate all that during the pilot week and even if there was to be a \$5.00 increase like it happened in 2020, the city would still save up to \$50,000.00.

Council Member Luis E. Cabrera asked who does the City of Yuma's recycling?

Mr. Peter Sternberg, General Manager of Republic Services, responded that they do the City of Yuma's recycling, currently it is part of the agreement in place with them. He added it is a limited processing as they do not do as much as they probably could do, but it is all they wanted to pay. The rate for recycling is the same as it is for trash.

Council Member Luis E. Cabrera suggested holding a work session to further discuss this matter.

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve and accept the purchase of solid waste disposal services with Republic Services, as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. C. Discussion and possible action on any and all matters regarding the purchase of a leased 2024 Peterbilt Solid Waste Side Loader Truck. (Manuel Hernandez, Assistant Director of Public Works)

Mr. Manuel Hernandez, Assistant Director of Public Works, mentioned that this is for the approval for a purchase of a lease 2024 Peterbilt solid waste truck and to waive formal purchasing procedures as allowed. During the Council meeting of September 2023, the Mayor and City Council approved a 12 month lease on a 2024 Peterbilt solid waste truck.

The lease will expire by the end of 2024; as per the lease agreement 50% of the 12 month lease payments will go towards the purchase of the vehicle, which equals to \$50,000.00.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the purchase of a 2024 Peterbilt solid waste truck from Rush Refuse Systems in the amount of \$339,600.00 and to waive formal procurement procedures. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. D. Discussion and possible action on any and all matters regarding authorization to purchase two (2) fully marked and equipped new 2024 Ford Explorers using Arizona Department of Emergency and Military Affairs Border Fencing and Technology Grant budgeted funds. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, stated that they are seeking approval for the purchase of two (2) Ford Explorers, these vehicles will be assigned to the Police Department Patrol Division. The funds for the purchase of these vehicles were approved through Fiscal Year 2024-2025 Capital Projects Grant Fund. The vehicles will be purchased from Peoria Ford, who currently holds a state contract and was the only dealership that was able to provide the vehicles without an extended order time. The vehicles will be fully equipped and marked. The total amount is \$168,265.78; the Police Department still has approximately eight (8) patrol vehicles that are older than ten (10) years.

MOTION: Council Member Luis E. Cabrera/Vice Mayor Gloria Torres to approve the purchase of two (2) new 2024 Ford Explorers, approve the marking and equipping of the vehicles for a total amount not to exceed \$170,000.00 as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2335. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, a Municipal Corporation of Arizona, to authorize the non-binding debt authorization for a Clean Water State Revolving Fund Loan and Grant (forgivable principal) from the Water Infrastructure Finance Authority (WIFA). (Roula Encinas, Director of Finance)

Ms. Roula Encinas, Director of Finance, explained that Resolution No. 2335 requests approval for the City of San Luis to apply for a loan from the Clean Water State Revolving Fund through the Water Infrastructure Finance Authority (WIFA). The total loan amount is not to exceed \$32 million to finance essential waste water and clean water infrastructure projects. The Clean Water State Revolving Fund Program helps public and private water systems across Arizona meet the objective of the Federal Safe Clean Water Act by providing a permanent independent source of low cost financing. Under the Clean Water State Revolving Fund, WIFA provides various types of assistance, including loan technical assistance and forgivable principal. The loan terms vary and may include an interest rate discount and repayment periods of up to 30 years, however, the repayment period cannot exceed the useful life of the infrastructure finance. This resolution authorizes the Acting City Manager and the Director of Finance to initiate the loan application and negotiate terms with WIFA for city waste water projects. Once approved, the city will apply for financial assistance from WIFA, and if matters proceed satisfactorily for the city and WIFA, WIFA will prepare a loan agreement to be entered into by and between the city and WIFA for such financial assistance. The form of such loan agreement will be approved at a subsequent City Council meeting. The final terms of a loan agreement will be known later in the process, but would include a federally subsidized interest rate that could result in lower interest costs to the city, and could include what WIFA calls forgivable principle, which functions essentially like a grant.

MOTION: Council Member Matias Rosales/Council Member Javier Vargas to approve and adopt Resolution No. 2335. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. F. Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0206F - Los Mezquites Unit 4 Subdivision; a request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 4 final plat, located at the southeast corner of San Luis Lane and 24th Avenue in San Luis, Arizona. (Jose A. Guzman, Director of Development Services)

Mayor Nieves Riedel declared a conflict of interest on this item and asked Vice Mayor Gloria Torres to take over the item.

Mr. Jose Guzman, Director of Development Services, stated that this is a request by Edais Engineering for the final plat approval of Los Mezquites Unit 4. It is 74 acres that will be divided into 267 lots. One (1) lot is almost 12 acres that will be later divided into another subdivision, which will be Mezquites Unit 5. This property was rezoned with conditions and is part of an existing development agreement approved through Resolution No. 2204. Staff recommends approval with the conditions outlined in the report, as follows:

1. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204 and any amendments.
2. Developer must comply with all provisions and conditions of Ordinance No. 423, codified in the San Luis City Code Section 15.10.130(C) and (D).
3. The Developer shall complete all roadway improvements as specified on page 32, Section 8.A of the "Los Mezquites Subdivision and Von Verde Development LLC" Traffic Impact Study, prepared by Nicklaus Engineering, Inc., dated January 2022. All improvements shall be subject to a payback agreement as outlined in Section 15.10.130(C) of the City Code.
4. Since the land for Mezquites Unit 4 was originally pledged under Resolution No. 2222 for the construction of traffic signals, the Developer shall provide new financial assurances for all required traffic signals and roadway improvements prior to the recordation of the final plat for the Los Mezquites Unit 4 Subdivision.
5. The Developer is required to install a new odor control system for the lift station serving this development, located within the East Waste Water Treatment Plant property. The Developer must provide appropriate financial assurances for the odor control system prior to the recording of the final plat for Los Mezquites Unit 4.

Contributions for the odor control system shall be distributed based on flow contributions, as detailed in the Engineer Design Report.

6. The Developer shall sign an odor easement and waiver, which will be established on the final plat for Los Mezquites Unit 4.

7. The Developer has voluntarily offered to install recreational amenities in a street-level area within the subdivision. In the absence of current city standards for such amenities, the Developer will ensure that the installed amenities align with future city requirements.

8. The five (5) acres of land originally designated as parkland will be changed from park to a buffer area for the wastewater treatment plant.

Council Member Luis E. Cabrera asked what is the policy for street name changes?

Mr. Guzman responded that there is a request for specific street names, they are for Papo Neblina Avenue, Concha Avenue and Leon Avenue. The policy states that the City Council can establish the street names at the time of the final plat. If the request is not approved it would have to be a number street; the City Council can override the policy.

Council Member Luis E. Cabrera remarked that there is an offer of recreational amenities in the street level area and asked if those will be going into a street level defined as the retention basins?

Mr. Guzman responded that the idea of that language is to have those playgrounds or recreational amenities at the street level and not have them at the bottom of the retention basins.

Council Member Luis E. Cabrera commented that he appreciates the gesture of the developer for voluntarily offering these amenities. He wished that this would have been done 20 subdivisions ago as well, because there are many subdivisions that do not have amenities and he is glad that the Development Services Department is working to request these amenities in the future.

Council Member Tadeo Azael De La Hoya stated that he has been asking for these amenities and requirements since he was the Assistant City Manager.

MOTION: Council Member Javier Vargas/Council Member Maria Cecilia Cruz to approve Subdivision Case No. 2024-0206F with conditions as presented by staff. Motion passed with six (6) aye votes and one abstention by Mayor Nieves Riedel due to a conflict of interest.

The vote was as follows:

Mayor Nieves Riedel	Abstained due to a conflict of interest
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

7. SUMMARY OF CURRENT EVENTS

Council Member Luis E. Cabrera reported he attended the Yuma County Library District yesterday as he is one of the trustees. There is going to be an open house tomorrow at the main library in Yuma from 6:00 p.m. to 8:00 p.m. There is a back patio for adults, it is an interesting program they are launching.

Vice Mayor Gloria Torres reported that there was a good turnout at the Vota con Botas event held Thursday, there was a lot of young people. This event should be done more often.

Council Member Matias Rosales reported that the Vota con Botas event was a good event, there was a lot of youth and was a clean concert as there was no alcohol and the attendance was over 6,000 people. He added that early voting began today.

Council Member Maria Cecilia Cruz reported that she along with other Council Members attended the ground breaking for Wendy's. They also attended the groundbreaking for the gym on the east side of town. She added that the 13th Annual Walk Against Domestic Violence took place, the participation was low and thanked the Police Department and the City of San Luis for their support.

Council Member Luis E. Cabrera reported that he saw some of the feedback from the community on Wendy's Facebook posts, they are excited to welcome a Panda Express. He added that earlier this year, he along with Council Member Javier Vargas and the Economic Development Department attended a conference and they have been speaking to Panda Express for the past few years and they finally said they are going to come to San Luis in the near future.

8. ADJOURNMENT

MOTION: Council Member Luis Cabrera/Council Member Javier Vargas to adjourn the Regular Council meeting at approximately 7:20 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on October 9, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. B.

Meeting Date: 11/13/2024

Summary

DISBURSEMENTS FROM OCTOBER 17, 2024 TO NOVEMBER 06, 2024

Total \$2,193,547.22

(Two Million, One Hundred Ninety-Three Thousand, Five Hundred Forty-Seven Dollars and Twenty-Two Cents)

Attachments

Disbursements



City of San Luis


Finance Department

COUNCIL MEETING NOVEMBER 13, 2024 Disbursement Report from 10/17/2024 TO 11/06/2024

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	10/18/2024	\$ 192,961.96	Schedule A
Payroll Check Account	10/24/2024	\$ 531,959.89	Schedule B
Accounts Payable Check Account	10/25/2024	\$ 559,529.92	Schedule C
Accounts Payable Check Account	11/01/2024	\$ 909,095.45	Schedule D

Total Disbursements: \$ 2,193,547.22

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

Prepared by Karla Plascencia: 

Verified by Finance: Miguel Ramirez

For Council approval on: 11/13/2024

Mayor: _____

Council: _____

RECEIVED
2024 NOV -7 A 10:36
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Payment Register

From Payment Date: 10/14/2024 - To Payment Date: 10/18/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
110344	10/18/2024	Open			Accounts Payable	ACOSTA, BRENDA	\$91.00		
110345	10/18/2024	Open			Accounts Payable	ANDRADE, CYNTHIA	\$91.00		
110346	10/18/2024	Open			Accounts Payable	DUARTE, RUBEN	\$91.00		
110347	10/18/2024	Open			Accounts Payable	ESPARZA, ARMANDO	\$42.00		
110348	10/18/2024	Open			Accounts Payable	ESPARZA, ARMANDO	\$49.00		
110349	10/18/2024	Open			Accounts Payable	GONZALEZ, AARON	\$150.00		
110350	10/18/2024	Open			Accounts Payable	GONZALEZ, JAVIER	\$177.00		
110351	10/18/2024	Open			Accounts Payable	MARTINEZ, ROGELIO	\$98.00		
110352	10/18/2024	Open			Accounts Payable	MILLER, DAMIAN	\$177.00		
110353	10/18/2024	Open			Accounts Payable	MONTES, ARNOLD	\$140.00		
110354	10/18/2024	Open			Accounts Payable	PARRA, DANIEL, A.	\$140.00		
110355	10/18/2024	Open			Accounts Payable	PEREDA, JOSE	\$150.00		
110356	10/18/2024	Open			Accounts Payable	RUIZ, OSCAR	\$150.00		
110357	10/18/2024	Open			Accounts Payable	SOTO, NAYELI	\$91.00		
110358	10/18/2024	Open			Accounts Payable	TAFOYA, DANIEL	\$91.00		
110359	10/18/2024	Open			Accounts Payable	24K ENGRAVING AND AWARDS LLC	\$55.81		
110360	10/18/2024	Open			Accounts Payable	AIRGAS USA LLC	\$330.61		
110361	10/18/2024	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$500.00		
110362	10/18/2024	Open			Accounts Payable	AZUL CAFE LLC	\$193.75		
110363	10/18/2024	Open			Accounts Payable	CENTURYLINK	\$5,725.24		
110364	10/18/2024	Open			Accounts Payable	CORTEZ, ADELA	\$27.59		
110365	10/18/2024	Open			Accounts Payable	DUENAS, YOLANDA	\$190.26		
110366	10/18/2024	Open			Accounts Payable	EAGLE DRYWALL, LLC	\$1,050.00		
110367	10/18/2024	Open			Accounts Payable	FITZGIBBONS LAW OFFICES, P.L.C.	\$5,302.50		
110368	10/18/2024	Open			Accounts Payable	GONZALEZ, KAROLINA	\$100.94		
110369	10/18/2024	Open			Accounts Payable	HOLLIS BROTHERS, LLC	\$16,006.80		
110370	10/18/2024	Open			Accounts Payable	I AM WELLNESS STUDIO, LLC	\$125.00		
110371	10/18/2024	Open			Accounts Payable	KAMEI, SANDY	\$594.15		
110372	10/18/2024	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$83.71		
110373	10/18/2024	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	\$490.00		
110374	10/18/2024	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$4,400.00		
110375	10/18/2024	Open			Accounts Payable	MOTION PICTURE LICENSING CORPORATION AKA MPLC	\$3,316.00		
110376	10/18/2024	Open			Accounts Payable	MUNOZ, MARTINA, C	\$200.00		
110377	10/18/2024	Open			Accounts Payable	ROBERT HALF INC.	\$1,400.00		
110378	10/18/2024	Open			Accounts Payable	RUSH TRUCK CENTER	\$5,279.27		
Type Check Totals:									
<u>EFT</u>									
6355	10/18/2024	Open			Accounts Payable	ALLKIOSK LLC	\$933.22		
6356	10/18/2024	Open			Accounts Payable	ALSCO, INC	\$1,981.85		
6357	10/18/2024	Open			Accounts Payable	BTE BODY COMPANY INC	\$5,047.46		
6358	10/18/2024	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$789.24		
6359	10/18/2024	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$87.50		
6360	10/18/2024	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$37.75		

SCHEDULE A

Payment Register

From Payment Date: 10/14/2024 - To Payment Date: 10/18/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
6361	10/18/2024	Open			Accounts Payable	DESERT WATER STORE INC	\$28.78			
6362	10/18/2024	Open			Accounts Payable	IMAGE TREND, INC	\$23,923.74			
6363	10/18/2024	Open			Accounts Payable	JSA COMPANY	\$12,881.00			
6364	10/18/2024	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$6,669.50			
6365	10/18/2024	Open			Accounts Payable	KUSTOM SIGNALS, INC	\$24,041.72			
6366	10/18/2024	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$260.50			
6367	10/18/2024	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$388.72			
6368	10/18/2024	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$46,158.50			
6369	10/18/2024	Open			Accounts Payable	POLAR ICE LLC	\$381.96			
6370	10/18/2024	Open			Accounts Payable	R.D. OFFUTT COMPANY	\$663.51			
6371	10/18/2024	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$307.34			
6372	10/18/2024	Open			Accounts Payable	ROACH PEST CONTROL	\$500.00			
6373	10/18/2024	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$9,422.87			
6374	10/18/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$2,217.13			
6375	10/18/2024	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$1,016.20			
6376	10/18/2024	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	\$3,183.01			
6377	10/18/2024	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$748.04			
6378	10/18/2024	Open			Accounts Payable	WESTLAND RESOURCES, INC	\$3,145.00			
6379	10/18/2024	Open			Accounts Payable	YEPEZ ENTERPRISES LLC	\$880.00			
6380	10/18/2024	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							26 Transactions	\$145,862.33		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	35	\$47,099.63	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	35	\$47,099.63	\$0.00

Payment Register

From Payment Date: 10/14/2024 - To Payment Date: 10/18/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFTs									
		Status					Transaction Amount	Reconciled Amount	
		Open					\$145,862.33	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$0.00	\$0.00	
		Total					\$145,862.33	\$0.00	
All									
		Status					Transaction Amount	Reconciled Amount	
		Open					\$192,961.96	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$0.00	\$0.00	
		Stopped					\$0.00	\$0.00	
		Total					\$192,961.96	\$0.00	
Checks									
		Status					Transaction Amount	Reconciled Amount	
		Open					\$47,099.63	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$0.00	\$0.00	
		Stopped					\$0.00	\$0.00	
		Total					\$47,099.63	\$0.00	
EFTs									
		Status					Transaction Amount	Reconciled Amount	
		Open					\$145,862.33	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$0.00	\$0.00	
		Total					\$145,862.33	\$0.00	
All									
		Status					Transaction Amount	Reconciled Amount	
		Open					\$192,961.96	\$0.00	
		Reconciled					\$0.00	\$0.00	
		Voided					\$0.00	\$0.00	
		Stopped					\$0.00	\$0.00	
		Total					\$192,961.96	\$0.00	

Grand Totals:

Karla Plascencia

Digitally signed by: Karla Plascencia
 DN: CN = Karla Plascencia email = kplascencia@sanluisaz.gov C = US O
 = City of San Luis OU = Finance
 Date: 2024.10.18 17:48:24 -0700

Pay Day Register

Pay Date Range 10/05/24 - 10/18/24

Pay Batch 202422

Pay Batch 202422 Total

Employees in Pay Batch 338

Female Employees in Pay Batch 98

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	23,393.2000	556,267.85	Gross	774,957.48	ASRS ALTERNATE	522.54 5,128.00
1001 - LEAVE WITHOUT PAY	32.9200	.00	Imputed Income		AZ STATE RETIREMENT	50,951.46 420,391.61
1005 - BEREAVEMENT	24.0000	398.88	FEDERAL TAX WITHHOLDING	51,509.48 669,869.57	DENTAL = FAMILY	457.70 .00
1007 - ON CALL WORKED HOURS	21.5000	432.71	SOCIAL SECURITY TAX	48,047.22 774,957.48	LONG TERM DISABILITY	630.55 420,391.61
1009 - PART TIME	297.8569	6,601.62	MEDICARE	11,236.79 774,957.48	MEDICAL MEX ONLY - EE &	1,414.40 .00
1010 - PART TIME FIREFIGHTERS	183.7500	3,313.95	STATE WITHHOLDING	14,748.98 669,869.57	MEDICAL MEX ONLY - EE &	6,454.25 .00
1012 - LEAVE WITH PAY	10.0000	257.50	24-7 GET FIT- GYM	1,323.00 .00	MEDICAL MEX ONLY - EE &	1,768.00 .00
201 - OVERTIME	1,506.5000	51,960.21	AM. FIDELITY - HEALTH FSA	233.33 .00	MEDICAL MEX ONLY - EE ONLY	440.80 .00
202 - OP STONE GARDEN- O.T.	561.7500	25,980.72	AM. FIDELITY- ACCIDENT-POST	25.01 .00	MEX & US HEALTH = EE	56,250.12 .00
2023 - FMLA - SICK LEAVE	77.8700	2,096.43	AM. FIDELITY- ACCIDENT-PRE	540.70 .00	MEX ONLY DENTAL - EE &	142.40 .00
2024 - FMLA - VACATION LEAVE	35.3500	709.40	AM. FIDELITY- CANCER-POST	28.70 .00	MEX ONLY DENTAL - EE &	398.58 .00
2038 - FMLA - LEAVE WITHOUT	80.7800	.00	AM. FIDELITY- CANCER-PRE TAX	136.15 .00	MEX ONLY DENTAL - EE &	149.52 .00
210 - SRO	77.0000	2,382.53	AM. FIDELITY- GCI -POST TAX	48.51 .00	MEX ONLY DENTAL - EE ONLY	56.98 .00
300 - VACATION EARNED	1,344.1000	.00	AM. FIDELITY- GHI- PRE TAX	275.40 .00	PSPRS - ALTERNATE	232.40 2,905.06
301 - VACATION USED	733.6900	19,065.51	AM. FIDELITY- LIFE -POST TAX	392.90 .00	PSPRS FIRE DB NORM - TIER 1	11,772.95 92,993.32
400 - SICK EARNED	1,265.6950	.00	AM. FIDELITY- TX LIFE -POST	173.31 .00	PSPRS FIRE DB NORM - TIER 2	1,031.30 8,146.10
405 - SCHEDULED SICK LEAVE	323.0400	6,951.34	AZ COPS - SLPD	520.00 .00	PSPRS FIRE DB NORM - TIER 3	7,461.21 83,928.15
406 - UNSCHEDULED SICK LEAVE	387.3000	8,072.00	AZ STATE RETIREMENT	50,951.46 420,391.61	PSPRS FIRE DB UNFUND - TIER	559.62 93,266.72
501 - WC PUBLIC SAFETY USED	81.4500	1,483.05	BORDER GYM - GYM	300.00 .00	PSPRS FIRE DB UNFUND - TIER	48.87 8,146.10
502 - ON CALL PAY I.T.	.0000	125.00	CHILD SUPPORT 2	234.46 .00	PSPRS FIRE DB UNFUND - TIER	604.47 85,137.80
503 - STAND-BY PAY	673.5000	1,347.00	DEFERRED COMP - ROTH	915.00 .00	PSPRS POLICE DB NORM - TIER	6,705.64 67,190.76
701 - HOLIDAY	2,418.0000	60,406.40	DEFERRED COMP - ROTH	340.82 9,263.27	PSPRS POLICE DB NORM - TIER	1,290.82 12,934.04
704 - FIRE HOLIDAY EARNED	1,208.4000	.00	DEFERRED COMPENSATION	3,465.00 .00	PSPRS POLICE DB NORM - TIER	5,529.88 62,203.28
706 - HOLIDAY WORKED HOURS	291.2500	10,787.30	DEFERRED COMPENSATION	665.65 6,428.85	PSPRS POLICE DB UNFUND -	2,976.55 67,190.76
806 - TELEPHONE STIPEND	.0000	1,150.00	FOP/ALC	420.00 .00	PSPRS POLICE DB UNFUND -	572.98 12,934.04
900 - COMPENSATION EARNED	1.2500	.00	GARNISHMENT - CHILD	2,968.33 .00	PSPRS POLICE DB UNFUND -	2,960.89 62,203.28
901 - COMPENSATION USED	3.3750	72.29	IAFF- FIRE DEPT	1,575.00 .00	STANDARD LIFE	2,867.30 .00
911 - First Responders Emergency	313.5000	10,167.79	LEGAL SHIELD	59.31 .00	STANDARD LTD	1,662.03 306,866.85
923 - BORDER FITNESS - GYM	.0000	300.00	LONG TERM DISABILITY	630.55 420,391.61	STANDARD STD	5,084.06 .00
932 - 24-7 GET FIT - GYM	.0000	1,323.00	MANHATTANLIFE ASSURANCE	114.08 .00	U.S. MEX DENTAL - EE &	398.50 .00
965 - PD - STAND-BY PAY	.0000	2,357.00	MASS MUTUAL - LIFE	9.77 .00	U.S. MEX DENTAL - EE &	111.58 .00
967 - FD - SPECIAL ASSIGNMENT	474.0000	948.00	MEX ONLY DENTAL - EE &	183.20 .00	US & MEX DENTAL - EE	3,046.08 .00
Total	35,821.0269	\$774,957.48	MEX ONLY DENTAL - EE &	512.82 .00	US & MEX HEALTH = C	18,439.50 .00
			MEX ONLY DENTAL - EE &	192.36 .00	US & MEX HEALTH = FAMILY	25,237.86 .00
			MEX ONLY HEALTH - EE & CH	414.88 .00	US & MEX HEALTH = SP	3,882.00 .00
			MEXICO ONLY HEALTH - EE &	1,893.25 .00	VISION - SINGLE	1,120.93 .00
			MEXICO ONLY HEALTH - EE &	518.60 .00	VSP- VISION	588.00 .00
			MISCELLANEOUS	195.00 .00	WC PSPRS 17.78	215.08 1,209.65
			PAC FUND- FIRE DEPT.	129.00 .00		

SCHEDULE B



Pay Day Register

Pay Date Range 10/05/24 - 10/18/24

Pay Batch 202422

PS DEFERRED COMP - ROTH	655.00
PS DEFERRED COMP - ROTH	390.98
PS DEFERRED COMP TIAA -	565.54
PS DEFERRED COMPENSATION	1,590.00
PSPRS FIRE DB RATE - TIER 1a	5,817.43
PSPRS FIRE DB RATE - TIER 1b	1,296.58
PSPRS FIRE DB RATE - TIER 2	623.17
PSPRS FIRE DB RATE - TIER 3	7,461.21
PSPRS POLICE DB RATE - TIER	3,655.12
PSPRS POLICE DB RATE - TIER	1,484.99
PSPRS POLICE DB RATE - TIER 2	989.45
PSPRS POLICE DB RATE - TIER 3	5,529.88
STANDARD LIFE ADDTNL	879.06
TRANSWESTERN MEXICAN	139.50
U.S. MEX DENTAL - EE &	513.25
U.S. MEX DENTAL - EE &	143.71
UNITED WAY	14.00
US & MEX DENTAL= FAMILY	589.26
US & MEX HEALTH = C	5,408.92
US & MEX HEALTH = FAMILY	7,403.16
US & MEX HEALTH = SP	1,138.72
VSP - VISION CHILDREN	257.89
VSP - VISION FAMILY	376.38
VSP - VISION SPOUSE	146.37
Net	<u>\$531,959.89</u>

WC PSPRS 20.31	55.53	273.40
Total	<u>\$224,093.33</u>	

Employer Taxes		Gross Base
MEDICARE	11,236.79	774,957.48
SOCIAL SECURITY TAX	48,047.22	774,957.48
SUTA/UNEMPLOYMENT	4,412.97	735,470.31
Total	<u>\$63,696.98</u>	

Workers' Comp		Gross Base
Ambulance EMT Search &	4,442.10	93,518.30
ANIMAL CONTROL OFFICERS	73.17	3,252.29
ATTORNEY- ALL & CLERICAL-	70.38	31,991.62
AUTO SERVICE/ REPAIR	292.35	10,478.50
BUILDING- NOC OPER BY	571.27	15,780.87
BUS COMPANY AND DRIVERS	84.52	1,531.11
CLERICAL OFFICE/ LIBRARY/	413.05	172,113.17
Electrician	68.58	2,184.00
FIREFIGHTERS & DRIVERS	4,776.58	100,559.57
GARBAGE/ ASH/ REFUSE	665.17	10,642.74
Homemaker Service	40.76	1,779.73
Motion Picture Production	14.26	2,194.52
MUNICIPAL/ TOWN/	689.79	39,416.70
PARKS- NOC ALL EMPLOYEES	842.57	27,179.83
POLICE OFFICERS	7,344.10	154,612.77
RECREATION- ALL EMPLOYEES/	303.54	22,156.71
SEWAGE DISPOSAL/ PLANT	992.05	28,838.72
Street or Road Construction	2,554.64	28,931.50
WATERWORKS OPERATIONS	964.48	27,794.83
Total	<u>\$25,203.36</u>	

Digitally signed by: Roula Jouanne de Encinas
 DN: CN = Roula Jouanne de Encinas, email = rencinas@sanluisaz.gov C = US O = City of San Luis
 Date: 2024.10.24 11:32:54 -07'00'

Direct Deposits	Amount
1st Bank Yuma	45,352.75
ACADEMY BANK	2,522.10
AVENIR FINANCIAL	41,761.04
Bank of America	6,884.80
Bank of America CA	1,105.50
Bankcorp	200.00
CAPITAL ONE	2,273.92
Charles Sch	250.00
Chase Bank	246,413.91
CHASE BANK CA	1,177.08
CHASE BANK MORGAN	1,598.43



Pay Day Register

Pay Date Range 10/05/24 - 10/18/24

Pay Batch 202422

CHASE BANK TX	2,275.49
chase centro	1,811.49
discover	400.00
FF CREDIT UNION	3,280.91
FIDELITY	398.36
FIREFIGHTER FIRST CREDIT UNION	13,248.06
HUGHES FCU	1,753.14
MECHNICS BANK	221.87
National Bank	1,283.61
Navy Federal	34,867.34
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	839.61
PATHWARD	1,904.26
SOFI BANK	1,161.13
Sunbank	1,575.57
THE FOOTHILLS BANK	700.20
USAA FEDERAL SAVING	1,202.46
VANTAGE WEST	2,036.23
WASHINGTON FEDERAL	1,115.43
Wells Fargo	102,979.15
WELLS FARGO ARKANSAS	1,440.43
WELLS FARGO CA	3,914.26
WELLS FARGO YUMA	2,851.57
Total	<u>\$530,920.10</u>
Check	\$1,039.79

Payment Register

From Payment Date: 10/21/2024 - To Payment Date: 10/25/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
110379	10/24/2024	Open			Accounts Payable	NIEBLA, JORGE LUIS	\$150.00		
110380	10/24/2024	Open			Accounts Payable	PETTY CASH/RECREATION	\$2,000.00		
110381	10/24/2024	Open			Accounts Payable	WALKER, BARBARA	\$1,000.00		
110382	10/25/2024	Open			Accounts Payable	ALDAMA, EMMANUEL	\$116.00		
110383	10/25/2024	Open			Accounts Payable	BURRUEL, ANTHONY	\$74.00		
110384	10/25/2024	Open			Accounts Payable	FELIX, ADRIANA	\$198.00		
110385	10/25/2024	Open			Accounts Payable	GONZALEZ, JAVIER	\$177.00		
110386	10/25/2024	Open			Accounts Payable	LOPEZ, ENRIQUE	\$74.00		
110387	10/25/2024	Open			Accounts Payable	NUNO, JAVIER	\$116.00		
110388	10/25/2024	Open			Accounts Payable	O'FALLA, CRISTIAN	\$74.00		
110389	10/25/2024	Open			Accounts Payable	PEREDA, JOSE	\$116.00		
110390	10/25/2024	Open			Accounts Payable	QUINTANA, ALFREDO	\$175.26		
110391	10/25/2024	Open			Accounts Payable	RUIZ, OSCAR	\$116.00		
110392	10/25/2024	Open			Accounts Payable	SOTO, LISANDRO	\$200.00		
110393	10/25/2024	Open			Accounts Payable	ZARAGOZA, JOSE	\$116.00		
110394	10/25/2024	Open			Accounts Payable	FOP/ALC	\$420.00		
110395	10/25/2024	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$520.00		
110396	10/25/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,202.79		
110397	10/25/2024	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
110398	10/25/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$129.00		
110399	10/25/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,575.00		
110400	10/25/2024	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	\$89,207.40		
110401	10/25/2024	Open			Accounts Payable	AEGEAN LLC	\$425.00		
110402	10/25/2024	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$3,037.87		
110403	10/25/2024	Open			Accounts Payable	APS	\$50.00		
110404	10/25/2024	Open			Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	\$4,929.03		
110405	10/25/2024	Open			Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	\$30,446.61		
110406	10/25/2024	Open			Accounts Payable	AT&T MOBILITY LLC	\$3,936.96		
110407	10/25/2024	Open			Accounts Payable	AUTOZONE STORES, INC	\$2,355.19		
110408	10/25/2024	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$402.10		
110409	10/25/2024	Open			Accounts Payable	BOUND TRÉE MEDICAL, LLC.	\$4,202.36		
110410	10/25/2024	Open			Accounts Payable	CENTURYLINK	\$70.54		
110411	10/25/2024	Open			Accounts Payable	DICK'S AUTO SALVAGE	\$135.00		
110412	10/25/2024	Open			Accounts Payable	FACTOR SALES, INC.	\$209.25		
110413	10/25/2024	Open			Accounts Payable	FX TACTICAL, LLC	\$238.69		
110414	10/25/2024	Open			Accounts Payable	GARBUTT TRISTAN	\$60.00		
110415	10/25/2024	Open			Accounts Payable	HORIZON DISTRIBUTORS	\$453.29		
110416	10/25/2024	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$2,509.15		
110417	10/25/2024	Open			Accounts Payable	I AM WELLNESS STUDIO, LLC	\$220.00		
110418	10/25/2024	Open			Accounts Payable	M & Y ELECTRICAL LLC	\$994.55		

Payment Register

From Payment Date: 10/21/2024 - To Payment Date: 10/25/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
110419	10/25/2024	Open			Accounts Payable	MENDOZA, CRYSTAL	\$300.00		
110420	10/25/2024	Open			Accounts Payable	METRO MARKETING, INC.	\$525.00		
110421	10/25/2024	Open			Accounts Payable	MONEY HANDLING MACHINES INC	\$1,390.00		
110422	10/25/2024	Open			Accounts Payable	NATIONAL TACTICAL OFFICERS	\$150.00		
110423	10/25/2024	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$72.97		
110424	10/25/2024	Open			Accounts Payable	NORWOOD EQUIPMENT INC.	\$6,269.98		
110425	10/25/2024	Open			Accounts Payable	NOVA BIOMEDICAL CORPORATION	\$1,562.40		
110426	10/25/2024	Open			Accounts Payable	PIERCE COLEMAN PLLC	\$995.00		
110427	10/25/2024	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$118.60		
110428	10/25/2024	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$585.00		
110429	10/25/2024	Open			Accounts Payable	RUNBECK ELECTION SERVICES, INC	\$15,616.38		
110430	10/25/2024	Open			Accounts Payable	SALCEDO JULIO	\$30.00		
110431	10/25/2024	Open			Accounts Payable	SANCHEZ VILLA, ANAHI	\$1,000.00		
110432	10/25/2024	Open			Accounts Payable	SANDOVAL MARGARITO DEL RIO	\$300.00		
110433	10/25/2024	Open			Accounts Payable	SANTANA, PEDRO, LUIS	\$1,200.00		
110434	10/25/2024	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,754.98		
110435	10/25/2024	Open			Accounts Payable	STATE BAR OF ARIZONA	\$79.00		
110436	10/25/2024	Open			Accounts Payable	STATUS CREATIVO LLC	\$2,878.23		
110437	10/25/2024	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	\$394.67		
110438	10/25/2024	Open			Accounts Payable	THE HOME DEPOT	\$198.17		
110439	10/25/2024	Open			Accounts Payable	THE LIFEGUARD STORE, INC	\$211.29		
110440	10/25/2024	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	\$1,200.00		
110441	10/25/2024	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$279.00		
110442	10/25/2024	Open			Accounts Payable	TRELLINT (A MODAXO COMPANY)	\$50.00		
110443	10/25/2024	Open			Accounts Payable	US POST MASTER	\$2,926.49		
110444	10/25/2024	Open			Accounts Payable	W.W.GRAINGER, INC	\$2,035.44		
110445	10/25/2024	Open			Accounts Payable	XEROX CORPORATION	\$250.51		
110446	10/25/2024	Open			Accounts Payable	YUMA OVERHEAD DOOR CO. INC	\$210.00		
110447	10/25/2024	Open			Accounts Payable	ZARAGOZA, LETICIA	\$80.00		
110448	10/25/2024	Open			Accounts Payable	SEBIS DIRECT INC.	\$1,103.09		
110449	10/25/2024	Open			Accounts Payable	DETECTION INSTRUMENTS CORPORATION	\$2,504.99		
110450	10/25/2024	Open			Accounts Payable	INTERNATIONAL CODE COUNCIL	\$1,277.56		
110451	10/25/2024	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$46,667.07		
Type Check Totals:									
EFT									
6381	10/24/2024	Open			Accounts Payable	GARCIA, JESUS	\$150.00		
6382	10/25/2024	Open			Accounts Payable	4 IMPRINT	\$4,064.22		
6383	10/25/2024	Open			Accounts Payable	ALSCO, INC	\$166.86		
6384	10/25/2024	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,192.10		
6385	10/25/2024	Open			Accounts Payable	BILL ALEXANDER FORD	\$1,798.02		
6386	10/25/2024	Open			Accounts Payable	BTE BODY COMPANY INC	\$7,864.55		
6387	10/25/2024	Open			Accounts Payable	CDW/G	\$6,026.48		
6388	10/25/2024	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$567.72		
6389	10/25/2024	Open			Accounts Payable	CIVICPLUS, LLC	\$10,057.82		
6390	10/25/2024	Open			Accounts Payable	CSC OF YUMA	\$851.96		

Payment Register

From Payment Date: 10/21/2024 - To Payment Date: 10/25/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
6391	10/25/2024	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$212,303.27			
6392	10/25/2024	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$180.50			
6393	10/25/2024	Open			Accounts Payable	DESERT WATER STORE INC	\$89.65			
6394	10/25/2024	Open			Accounts Payable	EXCEPTIONAL WATER SYSTEMS, LLC	\$9,851.07			
6395	10/25/2024	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$90.00			
6396	10/25/2024	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$28,740.00			
6397	10/25/2024	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$312.77			
6398	10/25/2024	Open			Accounts Payable	L.N. CURTIS & SONS	\$3,257.69			
6399	10/25/2024	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$220.23			
6400	10/25/2024	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$2,140.95			
6401	10/25/2024	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC	\$1,205.36			
6402	10/25/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,181.76			
6403	10/25/2024	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	\$2,360.14			
6404	10/25/2024	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$3,800.00			
6405	10/25/2024	Open			Accounts Payable	SAM'S CLUB	\$1,073.85			
6406	10/25/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$200.34			
6407	10/25/2024	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$277.50			
6408	10/25/2024	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$451.69			
6409	10/25/2024	Open			Accounts Payable	ULINE, INC.	\$8,378.56			
6410	10/25/2024	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$901.99			
6411	10/25/2024	Open			Accounts Payable	YUMA SUN INC	\$303.34			
6412	10/25/2024	Open			Accounts Payable	YUMA WINNELSON CO.	\$807.67			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							32 Transactions	\$310,868.06		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	\$248,661.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

Payment Register

From Payment Date: 10/21/2024 - To Payment Date: 10/25/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped	0	\$0.00	\$0.00	
					Total	73	\$248,661.86	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	32	\$310,868.06	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	32	\$310,868.06	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	105	\$559,529.92	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	105	\$559,529.92	\$0.00	
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	73	\$248,661.86	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	73	\$248,661.86	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	32	\$310,868.06	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	32	\$310,868.06	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	105	\$559,529.92	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	105	\$559,529.92	\$0.00	

Grand Totals:

Karla Plascencia

Digitally signed by: Karla Plascencia
 DN: CN = Karla Plascencia email = kplascencia@sanluisaz.
 gov C = US O = City of San Luis OU = Finance
 Date: 2024.10.25 18:23:14 -0700

Payment Register

From Payment Date: 10/28/2024 - To Payment Date: 11/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
110452	10/29/2024	Open			Accounts Payable	GARCIA, PABLO	\$216.00		
110453	10/29/2024	Open			Accounts Payable	RAMIREZ, FELIPE	\$216.00		
110454	10/29/2024	Open			Accounts Payable	RAMIREZ, FELIPE	\$462.00		
110455	10/29/2024	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$225.00		
110456	10/29/2024	Open			Accounts Payable	RUSH TRUCK CENTER	\$339,600.00		
110457	10/31/2024	Open			Utility Management Refund	BUSTAMANTE, BRENDA, V	\$186.23		
110458	10/31/2024	Open			Utility Management Refund	CANDELAS, JOSE CARLOS & KARINA SALINAS	\$169.73		
110459	10/31/2024	Open			Utility Management Refund	CARRILLO SOTO, JORGE	\$153.93		
110460	10/31/2024	Open			Utility Management Refund	CARRILLO, JESUS, A	\$57.38		
110461	10/31/2024	Open			Utility Management Refund	CUARA, CECILIA	\$127.85		
110462	10/31/2024	Open			Utility Management Refund	FERRUSQUILLA, ANTONIO & OTILIA	\$86.84		
110463	10/31/2024	Open			Utility Management Refund	GARCIA, DAGOBERTO & MARICELA	\$99.40		
110464	10/31/2024	Open			Utility Management Refund	GUTIERREZ, DONATO & TERESA TORRES	\$164.72		
110465	10/31/2024	Open			Utility Management Refund	LECHUGA, MARIA	\$11.56		
110466	10/31/2024	Open			Utility Management Refund	LIZARRAGA, RAMONA & GILBERTO MATIA	\$121.74		
110467	10/31/2024	Open			Utility Management Refund	LOPEZ, JOSE & SOCORRO	\$11.40		
110468	10/31/2024	Open			Utility Management Refund	LUJAN LUZ & MAGANA ROSA I	\$24.75		
110469	10/31/2024	Open			Utility Management Refund	MAYEN, JESSICA	\$76.72		
110470	10/31/2024	Open			Utility Management Refund	NORTHSTAR TELECOM LLC	\$2,818.92		
110471	10/31/2024	Open			Utility Management Refund	PADILLA, ROCIO	\$247.95		
110472	10/31/2024	Open			Utility Management Refund	PALOMARES, EMMANUEL	\$180.85		
110473	10/31/2024	Open			Utility Management Refund	PERALTA, JESUS M & MARTIN	\$96.72		
110474	10/31/2024	Open			Utility Management Refund	RODRIGUEZ JUDITH & CARRILLO FRANCISCO	\$131.98		
110475	10/31/2024	Open			Utility Management Refund	RODRIGUEZ, REGINA I & MARTHA B CASTRO	\$34.33		
110476	10/31/2024	Open			Utility Management Refund	RODRIGUEZ, LORRAINE	\$18.66		
110477	10/31/2024	Open			Utility Management Refund	RUIZ, CINDY	\$226.82		
110478	10/31/2024	Open			Utility Management Refund	SALAZAR, JOSE M.	\$36.94		

SCHEDULE D

Payment Register

From Payment Date: 10/28/2024 - To Payment Date: 11/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
110479	10/31/2024	Open			Utility Management Refund	SANCHEZ ORTEGA, IVETTE	\$220.02		
110480	10/31/2024	Open			Utility Management Refund	TAYLOR ENGINEERING P.L.L.C	\$1,980.94		
110481	10/31/2024	Open			Utility Management Refund	VEGA, JESUS A & MARIA E PEREZ	\$12.84		
110482	10/31/2024	Open			Utility Management Refund	YUMA VALLEY CONTRACTORS INC	\$2,635.20		
110483	10/31/2024	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$585.00		
110484	10/31/2024	Open			Accounts Payable	ANGUIANO, RAYMUNDO	\$200.00		
110485	10/31/2024	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$53.00		
110486	10/31/2024	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$136.78		
110487	10/31/2024	Open			Accounts Payable	ATLANTIC RADIO COMMUNICATIONS, CORP.	\$2,439.66		
110488	10/31/2024	Open			Accounts Payable	AUTOZONE STORES, INC	\$281.16		
110489	10/31/2024	Open			Accounts Payable	CENTURYLINK	\$311.63		
110490	10/31/2024	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$1,470.33		
110491	10/31/2024	Open			Accounts Payable	CORRAL ARLETH	\$124.64		
110492	10/31/2024	Open			Accounts Payable	EMPIRE MACHINERY	\$139.08		
110493	10/31/2024	Open			Accounts Payable	ENFORCEMENT TECHNOLOGY GROUP, INC.	\$5,499.95		
110494	10/31/2024	Open			Accounts Payable	ERFERT, RICK	\$422.31		
110495	10/31/2024	Open			Accounts Payable	GILA ELECTRONIC	\$164.29		
110496	10/31/2024	Open			Accounts Payable	GONZALEZ, JAVIER	\$177.00		
110497	10/31/2024	Open			Accounts Payable	GUERRERO, ADRIAN	\$1,096.81		
110498	10/31/2024	Open			Accounts Payable	HD SUPPLY, INC.	\$2,802.75		
110499	10/31/2024	Open			Accounts Payable	HOWMEDICA OSTEONICS CORP	\$11.05		
110500	10/31/2024	Open			Accounts Payable	JAY'S ELECTRIK LLC	\$1,230.88		
110501	10/31/2024	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$2,025.36		
110502	10/31/2024	Open			Accounts Payable	LOPEZ, XOCHITL	\$101.00		
110503	10/31/2024	Open			Accounts Payable	LPZ TRANSPORT LLC	\$1,700.01		
110504	10/31/2024	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$228.14		
110505	10/31/2024	Open			Accounts Payable	MILLER, DAMIAN	\$147.00		
110506	10/31/2024	Open			Accounts Payable	MITCHELLS MERCHANT PATROL, INC.	\$2,400.00		
110507	10/31/2024	Open			Accounts Payable	MR. B'S BICYCLES	\$60.00		
110508	10/31/2024	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	\$5,891.54		
110509	10/31/2024	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$131.70		
110510	10/31/2024	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$195.00		
110511	10/31/2024	Open			Accounts Payable	ROBERT HALF INC.	\$5,608.75		
110512	10/31/2024	Open			Accounts Payable	RUSH TRUCK CENTER	\$443.07		
110513	10/31/2024	Open			Accounts Payable	SOMERTON ELECTRIC LLC	\$800.00		
110514	10/31/2024	Open			Accounts Payable	SPECIALTY VEHICLE CONCEPTS, INC.	\$30,070.00		
110515	10/31/2024	Open			Accounts Payable	THE GALLERY COLLECTION	\$872.56		
110516	10/31/2024	Open			Accounts Payable	TORRES, JESUS, A	\$200.00		
110517	10/31/2024	Open			Accounts Payable	TRUCKMATES LLC	\$579.05		
110518	10/31/2024	Open			Accounts Payable	UNITED TACTICAL SYSTEMS, LLC	\$125.00		
110519	10/31/2024	Open			Accounts Payable	VALLE, ASHLEY	\$121.79		

Payment Register

From Payment Date: 10/28/2024 - To Payment Date: 11/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
110520	10/31/2024	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	\$250.00		
110521	10/31/2024	Open			Accounts Payable	M & C DISTRIBUTING, INC.	\$119.80		
110522	10/31/2024	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$9,511.87		
110523	10/31/2024	Open			Accounts Payable	STANDARD INSURANCE CO.	\$12,629.90		
Type Check Totals:					72 Transactions		\$442,011.28		
EFT									
6415	10/29/2024	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	\$275,170.06		
6416	10/29/2024	Open			Accounts Payable	GARCIA, JESUS	\$300.00		
6417	10/29/2024	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$300.00		
6418	10/29/2024	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$216.00		
6419	10/31/2024	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$363.61		
6420	10/31/2024	Open			Accounts Payable	BSN SPORTS	\$931.58		
6421	10/31/2024	Open			Accounts Payable	CDWG	\$11,852.10		
6422	10/31/2024	Open			Accounts Payable	COPPER STATE BOLT & NUT CO.	\$136.81		
6423	10/31/2024	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$4,506.75		
6424	10/31/2024	Open			Accounts Payable	CROWN AWARDS	\$338.34		
6425	10/31/2024	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	\$119.51		
6426	10/31/2024	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$3,944.72		
6427	10/31/2024	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$106,427.69		
6428	10/31/2024	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$7,956.25		
6429	10/31/2024	Open			Accounts Payable	DESERT WATER STORE INC	\$41.00		
6430	10/31/2024	Open			Accounts Payable	FLOCK GROUP INC	\$16,606.80		
6431	10/31/2024	Open			Accounts Payable	FRUTH GROUP INC	\$2,391.56		
6432	10/31/2024	Open			Accounts Payable	IMAGE TREND, INC	\$9,612.01		
6433	10/31/2024	Open			Accounts Payable	JSA COMPANY	\$13,249.00		
6434	10/31/2024	Open			Accounts Payable	MARTINEZ CANTU, VICTOR , REMIGION	\$5,240.00		
6435	10/31/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$738.66		
6436	10/31/2024	Open			Accounts Payable	PURCHASE POWER	\$2,147.96		
6437	10/31/2024	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$232.20		
6438	10/31/2024	Open			Accounts Payable	ROACH PEST CONTROL	\$105.00		
6439	10/31/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$2,134.91		
6440	10/31/2024	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$1,667.65		
6441	10/31/2024	Open			Accounts Payable	YUMA SUN INC	\$354.00		
Type EFT Totals:					27 Transactions		\$467,084.17		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	\$442,011.28	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	72	\$442,011.28	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 10/28/2024 - To Payment Date: 11/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	27	\$467,084.17	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	27	\$467,084.17	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	99	\$909,095.45	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	99	\$909,095.45	\$0.00	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	72	\$442,011.28	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	72	\$442,011.28	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	27	\$467,084.17	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	27	\$467,084.17	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	99	\$909,095.45	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	99	\$909,095.45	\$0.00	

Karla Plascencia
 Digitally signed by: Karla Plascencia
 DN: CN = Karla Plascencia email = kplascencia@sanluisaz.
 C = US O = City of San Luis OU = Finance
 Date: 2024.11.07 10:08:54 -0700



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 11/13/2024

Department Head: Armando Esparza, Director of Economic Development, Economic Development

Submitted By: Armando Esparza, Director of Economic Development, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of the statutory partnership between the City of San Luis and the Greater Yuma Port Authority to apply for the Environmental Protection Agency's Community Change Grants program. **(Armando Esparza, Director of Economic Development)**

SUMMARY:

The City of San Luis Economic Development Department, in partnership with the Greater Yuma Port Authority (GYPA), wishes to enter into a Statutory Partnership Agreement under the EPA Community Change Grant Program. This collaboration focuses on advancing climate action and pollution reduction strategies, emphasizing cross-border mobility, green workforce programs, and sustainable economic development. By leveraging each organization's strengths, the partnership aims to address public health challenges and environmental sustainability in the City of San Luis.

Partnership Framework:

The City of San Luis will serve as the lead applicant, overseeing the project's grant management, reporting, and compliance requirements. The City will also manage key construction initiatives, including the Downtown Park and Mobility Lot and the AWC San Luis TECHpreneurial Institute. Additionally, it will coordinate with Arizona Western College (AWC) to implement a workforce development program that targets occupations focused on air quality improvements and clean energy. The City will take the lead in developing a Cross-Border Mobility Community Action Plan by hiring consultants and managing the Port of Entry II (POE II) business attraction efforts to draw industries aligned with the region's environmental goals.

GYPA, as the statutory partner, will collaborate with the San Luis Port of Entry I (POE I) on workforce retention strategies and conduct outreach to attract green industries. The agency will also promote Magrino Industrial Park, POE II, and other regional assets to air-quality-focused industries. GYPA will assist with the development and implementation of the Cross-Border Mobility Community Action Plan and ensure compliance with EPA reporting requirements by submitting timely documentation to the City.

Both partners will collaborate with AWC to develop innovative workforce programs that support the clean energy transition, focusing on disadvantaged communities. The partnership will pursue several key projects, including the construction of the Downtown Park and Mobility Lot to reduce emissions from idling vehicles and the installation of solar panels in the Mobility Lot to enhance sustainability. The AWC San Luis TECHpreneurial Institute will provide workforce training for green jobs, supporting local economic growth while promoting environmental stewardship. The partnership's initiatives will align with EPA's Community Change Grant goals by fostering economic development through improved mobility and air quality.

Grant Application:

The partners will be requesting \$20 million from the EPA Community Change Grant Program to fund these projects. The grant will cover the construction of infrastructure, workforce development operations, administrative expenses, and compliance management. This agreement establishes a collaborative framework to promote community-driven climate action and sustainable development. By focusing on mobility, workforce development, and business attraction, the partnership aims to reduce emissions, improve public health, and position San Luis, AZ, as a leader in environmental and economic resilience.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE STATUTORY PARTNERSHIP BETWEEN THE CITY OF SAN LUIS AND THE GREATER YUMA PORT AUTHORITY TO SEEK FUNDING FROM THE COMMUNITY CHANGE GRANT PROGRAM OF THE ENVIRONMENTAL PROTECTION AGENCY.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
N/A

Attachments

Statutory Partnership Agreement
EPA Community Change Grant NOFO
Project Area Map
Partnership Framework

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

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

- The City of San Luis (“Lead Applicant”)
- Greater Yuma Port Authority (“Statutory Partner”)

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, the Greater Yuma Port Authority (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 projects that will increase community resilience through climate action activities. Specifically, this partnership will strengthen the City of San Luis and the Greater Yuma Port Authority’s (GYPA) collaboration and commitment to reduce local pollution to improve public health.

The Partners of this Agreement agree to the following:

II. NAME

This partnership will be known as the Partnership for *San Luis, Arizona: One City – Two Ports – One Vision – Improving Air Quality in a Southern Border Community* (the “Partnership”).

III. THE PARTNERSHIP AND PURPOSE

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 P.O. Box 4601, Yuma, AZ 85366.

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 a Pollution Reduction Strategy in the City of San Luis, AZ. These strategies will be achieved by improving cross-border mobility, reduction of idling vehicle emissions, and ensuring community prosperity via innovative workforce programs.

IV. COLLABORATING AGENCIES

The City of San Luis and the Greater Yuma Port Authority (GYPA) will collaborate with Arizona Western College (AWC) as the primary workforce development partner (Collaborating Agency) for this project under the US EPA Community Change Grant Program. Arizona Western College will play a critical role in supporting the Partnership’s goals of developing innovative workforce programs aimed at reducing greenhouse gas emissions and promoting air quality improvement.

As outlined in the EPA Community Change Grants NOFO (Section IV.B.1), collaborations with educational institutions are encouraged to promote community resilience and climate action through job creation and economic development. Arizona Western College will be responsible for developing workforce training programs that align with the objectives of the project, specifically targeting disadvantaged communities as described in Executive Order 13985. These programs will focus on occupations that reduce air pollutants, support clean energy transition, and address the unique workforce needs of the community.

IV. CONTRIBUTIONS, ROLES, AND RESPONSIBILITIES

The Community Change Grant Program requires no mandatory contributions or match funds. 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:

The City of San Luis, the Greater Yuma Port Authority (GYPA), and Arizona Western College (AWC) have agreed to develop a framework to improve properties that are underutilized, enhance workforce development, and address pollution reduction strategies. This partnership will include the construction of a park and parking lots to improve cross-border mobility and reduce emissions. The partners will also collaborate to develop innovative workforce programs that create employment opportunities in air quality-related industries, supporting the City of San Luis's goal of improving public health. The GYPA's contribution of industrial land infrastructure improvements will attract manufacturing businesses to relocate to San Luis. Furthermore, the Downtown Park and Mobility Lot, operated by the City, will support the EPA Community Change Grant's climate action and pollution reduction strategies.

The Partners intend to contribute to the Partnership as follows:

The City of San Luis:

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 Downtown Park and Mobility Lot and the AWC San Luis TECHprenurial Institute.
- The City will manage the San Luis Workforce Development Incentive Program.
- Manage the relationship with Arizona Western College (Partner Agency).
- The City will lead Port of Entry II (POE II) business attraction efforts in target industries, in partnership with the Greater Yuma Economic Development Corporation and Arizona Commerce Authority.
- The City will hire a qualified consultant to develop the Cross-Border Mobility Community Action Plan.
- In managing the construction of the projects, the city will abide by 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 the Greater Yuma Port Authority (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 and allocating them.
- The City will ensure that reporting and grant management is completed during the grant period and afterward, as needed for audits.
- The City will be 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.

The Greater Yuma Port Authority (GYPA):

Roles and Responsibilities:

- Collaborate on workforce strategies with the San Luis Port of Entry Director to address recruitment and retention for POE I operations.
- Executive Director of GYPA will serve as a non-voting advisory member of the San Luis Economic Development Commission.
- Submit timely federal reports and documentation to the City for EPA compliance.
- Assist in resolving disputes between partners.
- GYPA will conduct outreach to community, partners, and recruit green industries as part of its air quality improvement strategy.
- GYPA will coordinate with partners on the development and implementation of the Community Mobility Community Action Plan, aligning it with the pollution reduction strategies outlined in the grant program.
- GYPA will be jointly responsible with the City for mediating and resolving any disputes between the partners.

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

- Attend regular San Luis City Council Meetings, GYPA Board Meetings, and Economic Development Commission Meetings.
- Partner on international business attraction efforts in target industries related to air quality improvement and reducing greenhouse gas emissions, collaborating with economic development agencies.
- Promote Magrino Industrial Park, San Luis POE II, and other industrial and commercial assets of San Luis, AZ to businesses in the industries related to air quality improvement.
- Implement the action items and recommendations of the Cross-Border Mobility Community Action Plan.
- Work with all other community and stakeholder agencies to ensure program success.

V. INTEREST AND AUTHORITY

The Partnership will consist of representatives from both entities.

Armando Esparza, Director of Economic Development and Government Affairs, City of San Luis

Buna George, Executive Director, Greater Yuma Port Authority

Reetika Dhawan, Chief Executive Officer Of Entrepreneurial College & Vice President Of Workforce, Arizona Western College

VI. COSTS

The City, as the lead agency is requesting \$20,000,000 from the EPA Community Change Grant program. These funds will be utilized as follows and specific costs will be detailed in the project budget document:

- Construction of the downtown park and mobility lot
- Installation of solar panels at the mobility lot
- Construction of the AWC San Luis TECHprenurial Institute
- Establishment of a Workforce Development Program for occupations that reduce greenhouse gas emissions and air Pollutants
- Development of a Cross-Border Mobility Community Action Plan
- Workforce Development programs operations and administration
- Compliance Management Administration

Additional costs associated with the Partnership are as follows:

The City of San Luis will operate and maintain the Downtown Park and Mobility Lot, to include:

1. Maintenance of facilities,
2. Future renovations to the facilities,
3. Operations of the facilities,
4. Additional expenses related to the facilities, such as insurance costs

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 the Downtown Park and Mobility Lot, the AWC San Luis TECHprenurial Institute, and manage the San Luis Workforce Development Programs. Upon completion, the City of San Luis will own and maintain the Downtown Park and Mobility Lot and AWC will enter a long term lease with the City of San Luis to operate and maintain the AWC San Luis TECHprenurial Institute.

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 projects, including any cost overruns such as design changes, change orders, or changes in scope, will be borne by each partner.

The project costs will be allocated based on the specific responsibilities of each partner. 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. Revenue collected from parking will be used for operating and maintaining the Mobility Lot.

IX. ACCOUNTING

The designated capital improvement accountant of the City of San Luis Finance Department will manage and maintain the Downtown Park and Mobility Lot's expenditures, operations, and maintenance accounts. The City's Finance Department will also track all spending related to the Cross-Border Mobility Community Action Plan and the Workforce Development Programs.

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 GYPA 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 The GYPA 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.

Nieves Riedel, Mayor

Attest:

Approved As to Form

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Greater Yuma Port Authority (GYPA)

Matias Rosales, Chairman

GYPA Attorney

FEDERAL AGENCY AND OFFICE: U.S. Environmental Protection Agency, Office of Environmental Justice and External Civil Rights (OEJECR)

FUNDING OPPORTUNITY TITLE: Environmental and Climate Justice Community Change Grants Program

ANNOUNCEMENT TYPE: Notice of Funding Opportunity (NOFO)

FUNDING OPPORTUNITY NUMBER: EPA-R-OEJECR-OCS-23-04

ASSISTANCE LISTING NUMBER: 66.616

ACTION: Modification No. 2 to the NOFO

DATE: February 12, 2024

SUMMARY: This modification revises and clarifies the NOFO issued on November 21, 2023, and modified on December 21, 2023, in certain areas including the ones listed below. This version of the NOFO supersedes previous versions of the NOFO. If there are any questions, please email CCGP@epa.gov.

1. The Important Dates section on the first page of the NOFO was revised to indicate that anticipated initial selections are expected in April 2024 and the anticipated start of the period of performance for initial selections is June 2024.
2. Section I.E of the NOFO was modified to provide additional information on technical assistance including a link to information about technical assistance from EPA’s contractor.
3. Climate Action Strategy 6, Brownfields Redevelopment, in Section I.G of the NOFO was clarified to indicate that applications must demonstrate that cleanup is complete or not necessary at the time an application is submitted. Similar language was also clarified in Section III.D.8 of the NOFO and in Appendix C for Climate Action Strategy 6.
4. In Section II.B of the NOFO, language was clarified about Target Investment Areas A and B.
5. Clarified in Section IV.A.4 of the NOFO that Attachment C of the application package for Track I and II applications is just for submission of an Indirect Cost Agreement, if applicable.
6. In Section IV.C of the NOFO, language was revised related to webinars about the NOFO including webinars that EPA’s technical assistance contractor may do.
7. Section V.E of the NOFO was revised to add Section V.E.9 to highlight the importance of awards under Target Investment Area A including projects to assess and/or clean up lands conveyed under the Alaska Native Claims Settlement Act that were contaminated at the time of their conveyance from the federal government to an Alaska Native Corporation. Similar language was included in Appendix H.
8. Appendix G was revised to add information on construction costs.

FEDERAL AGENCY AND OFFICE: U.S. Environmental Protection Agency, Office of Environmental Justice and External Civil Rights (OEJECR)

FUNDING OPPORTUNITY TITLE: Environmental and Climate Justice Community Change Grants Program

ANNOUNCEMENT TYPE: Notice of Funding Opportunity (NOFO)

FUNDING OPPORTUNITY NUMBER: EPA-R-OEJECR-OCS-23-04

ASSISTANCE LISTING NUMBER: 66.616

IMPORTANT DATES:

November 21, 2023	NOFO Opening Date
November 21, 2024	Application Closing Date
April 2024	Anticipated Initial Award Selections
June 2024	Anticipated Start of Period of Performance for Initial Selections

DEADLINE: Application packages will be accepted on a rolling basis, as further explained in the NOFO, until November 21, 2024, at 11:59 PM (Eastern Time) through Grants.gov. Applications received after the closing date and time will not be considered for funding.

In alignment with EPA’s commitment to conducting business in an open and transparent manner, copies of applications selected for award under this NOFO may, as appropriate, be made publicly available on the OEJECR website or other public website for a period after the selected applications are announced. Therefore, applicants should clearly indicate which portion(s) of the application, if any, they are claiming contains confidential, privileged, or sensitive information. As provided at 40 CFR § 2.203(b), if no claim of confidential treatment accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to the applicant.

NOTE: Prior to naming a contractor (including consultants) or subrecipient in your application as a “partner,” please carefully review Section IV.d, “Contracts and Subawards,” of EPA’s Solicitation Clauses that are incorporated by reference in this NOFO in [Section I.J](#). EPA expects recipients of funding to comply with competitive procurement contracting requirements as well as EPA’s rule on Participation by Disadvantaged Business Enterprises in EPA Programs in 40 CFR Part 33. The Agency does not accept justifications for sole source contracts for services or products available in the commercial marketplace based on a contractor’s role in preparing an application or a firm or individual’s “unique” qualifications.

TABLE OF CONTENTS:

Section I. Funding Opportunity Description 5

- A. Background: Inflation Reduction Act and Executive Orders 5
- B. Statutory and Regulatory Authority 6
- C. Community Change Grants Objectives 7
- D. NOFO Competition Features 7
- E. Technical Assistance 8
- F. Community or Tribal Relocation Resources 9
- G. Funding Track I: Community-Driven Investments for Change 9
- H. Funding Track II: Meaningful Engagement for Equitable Governance 20
- I. EPA Strategic Plan Linkage, Anticipated Outputs, Outcomes & Performance Measures 23
- J. Additional Provisions for Applicants Incorporated into the NOFO 24

Section II. Federal Award Information 25

- A. Number and Amount of Awards 25
- B. Target Investment Areas (TIA) for Track I Applications 25
- C. Rolling Application Submittal and Review Process, Application Award Limits, and Application Resubmission Procedures 26
- D. Conditional Awards 27
- E. Period of Performance 27
- F. Partial Funding 27
- G. Additional Awards 28
- H. Funding Type 28

Section III. Eligibility Information 29

- A. Eligible Applicants 29
- B. Statutory Partnership Requirements and Collaborating Entities 31
- C. Cost-Sharing or Matching Funds 32
- D. Threshold Eligibility Criteria 32

Section IV. Application and Submission Information 35

- A. Requirement to Submit through Grants.gov and Limited Exception Procedures 35
- B. Content of Application Submission 38
- C. Informational Webinars and Application Assistance 47

Section V. Application Review Information 48

- A. Threshold Eligibility Review Process 48

B. Review Panel and Evaluation Process	48
C. Track I Application Review Process, Evaluation Criteria, and Oral Presentations	48
D. Track II Application Review Process and Evaluation Criteria.....	55
E. Final Selection Process and Other Factors.....	58
F. Anticipated Announcement and Federal Award Date.....	59
Section VI. Award Administration Information	60
A. Award Notification and Disputes	60
B. Administrative and National Policy Requirements	60
C. Audit Requirements	63
D. Remedies for Non-Compliance	63
E. Program Administration Activities	64
F. Fraud, Waste, and Abuse Awareness.....	64
G. Quality Management Plans (QMPs) & Quality Assurance Project Plans (QAPPs).....	64
Section VII. Contact Information.....	66
Appendix A. Definition of Disadvantaged Communities and Mapping Requirements.....	67
Appendix B. Partnership Agreement between the Lead Applicant and Statutory Partner	71
Appendix C. Climate Action Strategies and Associated Project Activities	72
Appendix D. Pollution Reduction Strategies and Associated Project Activities	79
Appendix E. Job Quality & Equitable Employment Opportunities	82
Appendix F. Track I and II Outputs and Outcomes.....	83
Appendix G. Budget Template	88
Appendix H. Alaska Tribal Lands Target Investment Area.....	93

Section I. Funding Opportunity Description

[\(back to the Table of Contents\)](#)

A. Background: Inflation Reduction Act and Executive Orders

The Environmental and Climate Justice Community Change Grant program (Community Change Grants) – the subject of this NOFO – offers an unprecedented opportunity to transform disadvantaged communities across the United States into healthy, climate resilient, and thriving communities for their current and future residents. The Community Change Grants will fund community-driven projects that address climate challenges and reduce pollution while strengthening communities through thoughtful implementation. The historic levels of support provided by these grants will enable communities and their partners to overcome longstanding environmental challenges and implement meaningful solutions to meet community needs now and for generations to come.

The Inflation Reduction Act (IRA) created the Environmental and Climate Justice Program (ECJP)—the largest investment in environmental and climate justice in U.S. history—when it was signed into law by President Biden on August 16, 2022. The ECJP is now contained in Section 138 of the Clean Air Act (CAA), 42 U.S.C. § 7438. Under this program, EPA was provided \$2.8 billion to award grants to help disadvantaged communities address a wide range of environmental and climate justice issues, and \$200 million for technical assistance related to these grants. This historic investment advances [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, which established a whole-of-government approach to advancing equity and opportunity, and [Executive Order 14008](#), *Tackling the Climate Crisis at Home and Abroad*, which created the government-wide [Justice 40 Initiative](#) that established the goal that 40 percent of the overall benefits of certain federal investments flow to disadvantaged communities. Awards under the ECJP also support core goals of [Executive Order 14091](#), *Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, and [Executive Order 14096](#), *Revitalizing Our Nation’s Commitment to Environmental Justice for All*.

The Community Change Grants are the final and most comprehensive piece of EPA’s implementation of ECJP IRA funding. The Community Change Grants will complement grant programs that EPA launched in 2022 and 2023, including those for the Collaborative Problem-Solving, Government-to-Government, and Thriving Communities Grantmaker programs. Collectively, these programs will empower communities and their partners to design, develop, and implement multi-faceted community-driven projects. These programs will address the diverse and unique needs of disadvantaged communities by:

1. Reducing and preventing pollution;
2. Building resilience to climate change and mitigating current and future climate risks;
3. Enhancing meaningful involvement in government processes related to environmental and climate justice;
4. Expanding access to high-quality jobs and economic opportunity through workforce development; and
5. Bolstering community strength by ensuring that local residents receive the benefits of investments and have the opportunity to build on them for current and future generations.

Through the approximately \$2 billion to be awarded under the Community Change Grants, and the technical assistance that will be available to eligible applicants related to the grants, EPA will advance the goals of these Executive Orders (EO) and the agency’s environmental and climate justice priorities. [Environmental justice](#), as defined by EO 14096, means the just treatment and meaningful involvement of all people,

regardless of income, race, color, national origin, Tribal affiliation, or disability, in agency decision-making and other federal activities that affect human health and the environment so that people:

- Are fully protected from disproportionate and adverse human health and environmental effects (including risks) and hazards, including those related to climate change, the cumulative impacts of environmental and other burdens, and the legacy of racism or other structural or systemic barriers; and
- Have equitable access to a healthy, sustainable, and resilient environment in which to live, play, work, learn, grow, worship, and engage in cultural and subsistence practices.

B. Statutory and Regulatory Authority

The authority for the awards under this NOFO is Clean Air Act (CAA) § 138, codified at 42 U.S.C. § 7438. Of the \$2.8 billion appropriated, approximately \$2 billion will be awarded for the Community Change Grants under this NOFO. As provided in 42 U.S.C. § 7438(a)(1) and (b)(1), all the funds must be awarded by September 30, 2026, the grants cannot be longer than three years in duration, and no extensions will be granted.

Eligible entities and eligible activities are defined in 42 U.S.C. §7438(b)(2) and (3) and are further described below and in [Section I](#) and [Section III](#) of this NOFO.

Section 138(b)(2) of the CAA specifies that an eligible entity may use a grant awarded under this NOFO for:

1. community-led air and other pollution monitoring, prevention, and remediation, and investments in low and zero-emission and resilient technologies and related infrastructure and workforce development that help reduce greenhouse gas emissions¹ and other air pollutants;
2. mitigating climate and health risks from urban heat islands, extreme heat, wood heater emissions, and wildfire events;
3. climate resiliency and adaptation;
4. reducing indoor toxics and indoor air pollution; or
5. facilitating engagement of disadvantaged communities in state and federal advisory groups, workshops, rulemakings, and other public processes.

In addition, Section 102(2)(I) of the National Environmental Policy Act, 42 U.S.C. § 4332(2)(I) is applicable to international work, if any, under this NOFO. Further, all funded activities under this NOFO must comply with federal, state, and local laws and regulations, including but not limited to:

1. 2 CFR 200.435(b), which restricts the use of grant funds to defend a recipient that is subject to a criminal, civil or administrative proceeding against it commenced by any government for fraud or similar offenses;
2. 2 CFR 200.435(g), which precludes the use of grant funds to prosecute claims against the Federal Government; and
3. 2 CFR 200.450(c), which restricts the use of federal funds by nonprofit organizations for certain lobbying or electioneering activities but does not preclude the use of federal funds to promote adoption of local ordinances, including those related to zoning.

¹ “Greenhouse gas” means the air pollutants carbon dioxide, hydrofluorocarbons, methane, nitrous oxide, perfluorocarbons, and sulfur hexafluoride.

4. 40 CFR Parts 5 and 7, which prohibit discrimination on the basis of race, color, national origin (including limited-English proficiency), disability, sex, and age by recipients and subrecipients of federal financial assistance.

C. Community Change Grants Objectives

The Community Change Grants will support comprehensive community and place-based approaches to redressing environmental and climate injustices for communities facing legacy pollution, climate change, and persistent disinvestment. These concentrated local investments will fund community-driven, change-making projects that center collaborative efforts for healthier, safer, and more prosperous communities.

Designed with meaningful community, Tribal, and other stakeholder involvement, the investments EPA makes through the Community Change Grants are intended to achieve the following objectives:

1. Provide resources for community-driven projects to address environmental and climate challenges in communities facing disproportionate and adverse health, pollution, and environmental impacts, and suffering from generations of disinvestment.
2. Invest in strong cross-sectoral collaborations with partners who bring a robust commitment to working with and for communities with environmental and climate justice concerns.
3. Unlock access to additional and more significant resources to advance environmental and climate justice goals from across the federal government and other sources.
4. Empower communities and strengthen their capacity to drive meaningful positive change on the ground for years to come.
5. Strengthen community participation in government decision-making processes that impact them.

D. NOFO Competition Features

EPA anticipates awarding approximately \$2 billion in funding through this NOFO, depending on funding availability, quality of applications received, EPA priorities, and other applicable considerations. EPA will consider applications under two separate tracks.

- **Track I applications – Community-Driven Investments for Change** will focus on multi-faceted applications with Climate Action and Pollution Reduction Strategies to meaningfully improve the environmental, climate, and resilience conditions affecting disadvantaged communities. Awards under Track I are expected to be \$10-20 million each and cannot exceed \$20 million. EPA expects to award approximately \$1.96 billion for approximately 150 Track I awards, including those under the Target Investment Areas described in Section II.B.
- **Track II applications – Meaningful Engagement for Equitable Governance** will facilitate the engagement of disadvantaged communities in governmental processes to advance environmental and climate justice. Awards under Track II are expected to be \$1-3 million each and cannot exceed \$3 million. EPA will award approximately \$40 million for approximately 20 Track II awards.

The number of Track I and Track II awards are estimates, and EPA reserves the right to increase or decrease the total number of awards and dollar amounts for each track, contingent on the quality of applications received, the amount of funds awarded to selected applicants, budget availability, agency priorities, programmatic considerations, or a combination of these.

Target Investment Areas for Track I Applications: EPA has identified five Target Investment Areas (TIA) to help ensure that communities with unique circumstances, geography, and needs can equitably compete for funding (see [Section II.B](#)). Applicants applying under a specified TIA will compete against other applicants under the same TIA, as opposed to the broader application pool. Please note that applicants applying for the TIA for Alaska Tribal lands should review Appendix H for additional guidance pertaining to the Climate Action and Pollution Reduction Strategies to include in their application, including those related to the Alaska Native Claims Settlement Act (ANCSA).

Eligible Applicants: Eligible applicants for the Community Change Grants include a partnership between two community-based non-profit organizations (CBOs), or a partnership between a CBO and one of the following: a Federally recognized Tribe, a local government, or an institution of higher education (IHE), including Minority Serving Institutions as further described in [Section III.A](#). Other organizations and entities may participate in the Community Change Grants as Collaborating Entities through subawards, or as contractors selected in accordance with competitive procurement requirements. Further details about applicant eligibility, partnership requirements, Collaborating Entities, subawards, and procurement contracts are in [Section III](#).

Under this NOFO, Lead Applicants, as defined in [Section III.A](#), may submit a maximum of two eligible applications and may receive up to two awards, if they demonstrate the capacity and capabilities to effectively perform, manage, oversee, and complete the awards within the three-year grant period of performance. The two applications may be two Track I applications, two Track II applications, or one of each. Lead Applicants who submit more than two total eligible applications will be asked to withdraw the excess one(s). EPA will not review more than two eligible applications from any one Lead Applicant.

In addition, EPA is introducing several features to enhance community involvement and ease the application process. Unless otherwise noted, the following applies to both Track I and Track II applications:

- **Rolling Applications.** EPA will allow applications to be submitted on a rolling basis over a 12-month period, through November 21, 2024, and will permit applicants to resubmit an unsuccessful application after a debriefing with the agency. Further details about the rolling application and resubmission process are in Sections II and V.
- **Fast-Tracked Approach.** EPA will review and expeditiously select high-quality applications to deliver results and benefits to disadvantaged communities. Further information is in [Section V](#).
- **Indirect Costs Limitation.** As further described in Appendix G, there is a 20% cap on indirect costs for certain recipients and subrecipients.
- **Track I Two-Phase Evaluation Process.** Applicants for Track I whose applications score well following the written application review will be invited to participate in an oral presentation, as further described in [Section V](#), at which they will have an opportunity to share information about the community-oriented nature of their projects and how they will successfully implement the grant. The Track II application process does not involve an oral presentation.

E. Technical Assistance

Under the IRA, EPA received \$200 million for technical assistance to eligible entities in connection with the ECJP. Technical assistance will be available for pre-award technical assistance including but not limited to designing a project, preparing an application, or facilitating partnerships, and for post-award technical assistance to help grant recipients manage, oversee, perform, and report on the grants. Further details about technical assistance can be found [here](#), and additional information on technical assistance that may be available through EPA's technical assistance contractor can be found [here](#). Receiving technical assistance does not guarantee that applicants will be selected for funding.

F. Community or Tribal Relocation Resources

Projects for community or Tribal relocation activities are not eligible for funding under this NOFO and will not be reviewed. For purposes of this NOFO, relocation activities generally include activities intended to plan or assist the moving of an individual from their residence or a business from its place of business.² EPA is working with other federal agencies on a separate and tailored effort to develop a support mechanism for communities that want to implement community-driven relocation plans. EPA intends to share relocation assistance information in future guidance [posted on the Community Change Grants website](#). In the interim, information related to Federally-assisted relocation can be found on [FEMA's webpage](#) and in the [HUD Climate Resilience Implementation Guide for Community Driven Relocation](#). Any questions about whether an activity is considered a relocation activity should be sent by email to CCGP@epa.gov prior to applying.

G. Funding Track I: Community-Driven Investments for Change

1. Track I Objectives

Track I is the primary emphasis for the Community Change Grants. These projects will be implemented through strong collaborations to achieve sustained impacts related to climate resilience, pollution reduction, community health, economic prosperity, and community strength. This approach catalyzes change by focusing on the following objectives:

- **Increase community resilience through climate action activities:** Implement comprehensive Climate Action Strategies and infrastructure that build the resilience and adaptive capacities of communities, reduce greenhouse gas (GHG) emissions, and better prepare for and reduce the impacts of climate change.
- **Reduce local pollution to improve public health:** Reduce and remediate quantifiable health-harming pollutants to improve public health.
- **Center meaningful community engagement:** Conduct robust community engagement throughout the project – from design to implementation.
- **Build community strength:** Develop strategies to increase the likelihood that benefits of the investments accrue to existing residents of disadvantaged communities, both immediately and sustainably beyond the grant period.
- **Reach priority populations:** Support people within the Project Area as described in Appendix A who are acutely exposed to and impacted by climate, pollution, and weather-related threats, and / or who exhibit acute vulnerabilities to the impacts of environmental pollution.³
- **Maximize integration across projects:** Ensure that the projects and activities within the Project Area are integrated and complement each other to maximize benefits.

² The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. § 4601 et seq. (URA) would apply if a construction project funded through a Community Change Grant has an incidental effect of permanently displacing residents or businesses.

³ This may include populations of concern as identified in [The Impacts of Climate Change on Human Health in the United States: A Scientific Assessment \(2016\)](#) that “experience disproportionate, multiple, and complex risks to their health and well-being in response to climate change,” such as children and pregnant women, older adults, and those with low incomes, limited-English-proficiency, disabilities or chronic medical conditions, or other risks that may put them at greater vulnerability.

2. Track I Community Vision Description

Track I applications should be rooted in addressing specific, community-driven environmental justice challenges. Accordingly, Track I applications should begin with a Community Vision Description that, at a minimum, provides an overview of the Project Area (as described in Appendix A) to benefit from the grant, a clear description of the challenges the Project Area faces, and a vision for how the grant will respond to those challenges to advance environmental and climate justice in the Project Area. This description should provide essential context for the rest of the application, informing how the Climate Action and Pollution Reduction Strategies were selected and the positive impact the applicant envisions the grant will have in the Project Area. The Community Vision Description is further described in [Section IV.B: Content of Application Submission](#).

3. Track I Application Requirements

Track I applications must address the following six requirements, as further described below. Additional information about the contents of the Project Narrative for Track I applications can be found in [Section IV.B: Content of Application Submission](#) and information about how applications will be evaluated can be found in [Section V.C: Track I Application Review Process, Evaluation Criteria, and Oral Presentations](#).

Requirement 1. Climate Action Strategy: Applications must include at least one project aligned with at least one of the Climate Action Strategies as described below. The Climate Action Strategies focus on strengthening the community’s climate resilience and / or reducing GHG emissions. Climate Action Strategies should be responsive to the community challenges described in the Community Vision Description.

Requirement 2. Pollution Reduction Strategy: Applications must include at least one project aligned with at least one of the Pollution Reduction Strategy as described below. The Pollution Reduction Strategy can include monitoring, prevention, reduction, and remediation activities that support community efforts to address quantifiable and health-harming pollutants. Pollution Reduction Strategies range broadly depending on the type and pathway of pollution (e.g., indoor, or outdoor air pollution, water pollution, soil pollution). Pollution Reduction Strategies should be responsive to the community challenges described in the Community Vision Description.

Requirement 3. Community Engagement and Collaborative Governance Plan: Successful implementation of environmental and climate justice projects requires relationships among an ecosystem of community leaders and members along with partners across varied sectors. To help ensure that the community itself drives project development and implementation, applicants must submit a Community Engagement and Collaborative Governance Plan which should demonstrate how the applicant will inform, respond to, and engage community members throughout project development and implementation. This plan should include a Collaborative Governance Structure, which describes the roles and responsibilities of the Lead Applicant, Collaborating Entities, and community residents in implementing the project.

Requirement 4. Community Strength Plan: Applicants must submit a Community Strength Plan that describes how their proposed projects will enhance the overall strength and economic prosperity of the community, including maximizing the benefits of the projects for existing residents and minimizing potential risks associated with investing significant resources into the Project Area. This should include strategies for how the projects will promote inclusive economic development, drive benefits of the projects to existing residents, and proactively address unintended displacement consequences. This plan should speak to how the projects will enhance the overall wellbeing of the community, ensuring existing

community members receive the benefits of these investments and can build on those benefits for future generations.

Requirement 5. Readiness Approach: Given the statutory requirement that all Community Change Grants must be completed within three years, applicants must describe how they will be able to initiate grant performance upon award, or generally no later than 120 days after award, so they can successfully complete the grant within the three-year period of performance.

Requirement 6. Compliance Plan: Applicants must submit a Compliance Plan that describes how they will: (1) ensure compliance with the grant's terms and conditions, including 2 CFR § 200.302(b) (financial management), 2 CFR § 200.303 (internal controls), and 2 CFR § 200.332 (requirements for pass-through entities); and (2) manage broader legal and compliance risks.

Details of Track I Application Requirements

Requirement 1. Climate Action Strategies: Applicants must include at least one project aligned with at least one of the Climate Action Strategies identified below. When addressing the strategy in their application, applicants should describe relevant challenges faced in the Project Area and how the selected Climate Action Strategy(ies) and associated project(s) will address those challenges. Each Climate Action Strategy outlined below is focused on building short-term and long-term climate resilience, reducing GHGs, and providing additional co-benefits so that impacted communities can adapt to the changing climate. Applicants are also encouraged, as applicable, to integrate processes that minimize burdens to human health and the environment while maximizing benefits to the Project Area through such means as integrating nature-based solutions, utilization of low-carbon building materials, or sourcing sustainable products and materials to perform the projects. When selecting a Climate Action Strategy and designing their climate action projects, applicants may refer to the [National Climate Resilience Framework](#) released in September 2023.

Examples of project activities and guidelines associated with the strategies can be found in Appendix C. While applicants may select from among the examples in the Appendix, applicants may also submit other types of project activities as long as they are consistent with a Climate Action Strategy described in [Section I.G](#) of the NOFO and are eligible for funding under §138(b)(2) of the CAA.

Strategy 1: Green Infrastructure and Nature-Based Solutions

Many disadvantaged communities face complex climate challenges, such as urban heat island effects and flooding risks. Strategy 1 supports using nature-based solutions (NBS), also referred to as green infrastructure, to address such climate risks. Nature-based solutions are generally actions to protect, sustainably manage, or restore natural systems to address the impacts of climate change, while simultaneously providing benefits for people and the environment.⁴ Projects under this strategy can include planting shade trees, restoring native plants and wetlands to capture stormwater, and deploying other green infrastructure solutions that often have the co-benefit of reducing GHG emissions. Communities also may incorporate vegetation or similar natural features into traditional infrastructure.

Strategy 2: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience

Many disadvantaged communities lack access to affordable low- or zero-emission transportation options, leading to disproportionate difficulties in daily life, limiting access to educational and

⁴ Applicants may use the White House's [Nature-Based Solutions Resource Guide](#) as a resource for integrating nature-based solutions.

economic opportunities, and creating vulnerability to climate risks. Strategy 2 focuses on providing community members with access to low- and zero-emission technologies to improve their overall health and well-being, reduce emissions, and increase access to important community destinations such as schools, workplaces, health care centers, and community spaces. Projects funded under this strategy may include installing protected bike lanes or walking paths, supplying traditional or electric bikes to community members, and deploying other low- or zero-emission transportation solutions. The impact of such projects could include improved public health outcomes, reduced GHG emissions from the transportation sector, more equitable access to community resources, increased community connectivity and safety, and greater community resilience to extreme weather events.

Strategy 3: Energy-Efficient, Healthy, and Resilient Housing and Buildings

Residential and commercial buildings are a significant source of GHG emissions due to the large amounts of electricity consumed for heating, cooling, lighting, and other similar functions. Many disadvantaged communities also face a disproportionately high energy burden, defined as the percentage of gross household income spent on energy costs. Many factors can influence high energy burden, including higher-cost fuels, such as propane or other bottled fuels, and energy-inefficient homes due to a lack of insulation in older homes or older appliances. Strategy 3 supports investments in low- and zero-emission technologies and energy efficiency upgrades that can help decarbonize residential and commercial buildings, decrease energy burden, and increase resilience for communities. Many of these activities also contribute to positive public health outcomes by improving indoor air quality and the safety and comfort of buildings. Co-benefits associated with this strategy can be maximized by combining additional Climate Action and Pollution Reduction Strategies to improve indoor air quality and / or produce additional resiliency benefits. This strategy can support a range of residential and commercial buildings, including single-family homes, multi-family housing buildings, small businesses, community health facilities, community centers, nonprofit offices, schools, and other similar community-serving buildings.

Strategy 4: Microgrid Installation for Community Energy Resilience

Many disadvantaged communities suffer from unreliable access to electricity, a problem that is becoming more acute due to increased heating and cooling demands during extreme weather events driven by climate change. Strategy 4 supports the installation of microgrids powered by low- and zero-emission renewable energy to improve electric reliability, enhance overall energy efficiency, reduce emissions of GHG and other air pollutants, and build a community's capacity to prepare for and withstand power disruptions. The U.S. Department of Energy [defines](#) microgrids as “a group of interconnected loads and distributed energy resources within clearly defined electrical boundaries that acts as a single controllable entity with respect to the grid.” A microgrid can operate autonomously when disconnected from the grid or when there is no grid to connect to, such as in some remote communities. When connected and operated with the grid, a microgrid can provide grid ancillary services.

Strategy 5: Community Resilience Hubs

Many disadvantaged communities lack the resources to evacuate in a safe and timely manner when disaster strikes or is imminent. Strategy 5 supports the creation of, or upgrades to, community-level resilience hubs, which are public-serving spaces that provide shelter and essential services during extreme weather, natural hazards, or other events causing or contributing to an emergency or disaster, such as dangerous wildfire woodsmoke, toxic releases, industrial fires, or similar hazardous chemical incidents. These community-level resilience hubs can also serve as community-convening spaces that provide educational activities and related emergency and disaster preparedness resources to community residents year-round.

Strategy 6: Brownfield Redevelopment for Emissions Reduction and Climate Resilience

Many disadvantaged communities contain brownfield sites that impede economic development. Redeveloping brownfields provides an opportunity to make investments that contribute to community revitalization, resilience, and GHG emissions reduction. Redeveloping brownfield sites also supports infill development that significantly reduces residential vehicle use and the associated GHG emissions. Strategy 6 supports the redevelopment of brownfield sites that have already been cleaned up, or where a site assessment indicates that cleanup is not necessary for reuse. These projects should seek to improve energy efficiency through investments in low- and zero-emission technologies, integrate climate resiliency, and / or mitigate climate change impacts while also promoting economic development and improving public health for residents. Examples could include construction of a public park or partnering on a LEED Certified low-income housing project on a former brownfield site.

Note: Projects funded under this Climate Action Strategy must be performed on sites where, at the time of application submission, the applicant demonstrates that cleanup is complete or that the site does not require any cleanup activities for the intended use or reuse of the site. See Section III.D.8 and Appendix C section on this Strategy.

Strategy 7: Waste Reduction and Management to Support a Circular Economy

Disadvantaged communities often bear the brunt of environmental contamination from improper disposal of physical waste, or from disposal in landfills adjacent to those communities. This strategy supports circular economy⁵ activities and promotes sustainable use of natural resources to keep materials and products in circulation for as long as possible, resulting in the reduction of GHG emissions and other pollution across a product's lifecycle. Examples of these projects may include efforts to reduce food waste (e.g., composting, anaerobic digestors), or to promote the reduction, reuse, and recycling of disaster debris, construction and demolition debris, and other materials and products. Project activities should demonstrate that they will result in materials being diverted from end-disposal facilities (e.g., landfills, incinerators) to reduce GHG emissions, toxic air pollution, and soil and water pollution.

Strategy 8: Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants

Individuals in disadvantaged communities often lack pathways into fast-growing and well-paying job opportunities related to environmental and climate justice. This strategy allows applicants to propose workforce development programs to enable individuals in these communities to pursue career pathways in fields related to the reduction of GHG emissions and other air pollutants. Strong workforce development proposals should include all three of the following features, as detailed in Appendix C: (1) multi-sectoral partnerships that bring together workforce expertise and enable pathways into high-quality careers that help reduce GHG emissions and other air pollutants; (2) high-quality training models, such as pre-apprenticeships or Registered Apprenticeship Programs, that are worker-centered, demand-driven, and lead to good jobs that help reduce GHG emissions and other air pollutants; and (3) strategies for recruiting and retaining individuals from disadvantaged communities, especially for populations that face barriers to employment. Given that workforce development opportunities can be significant to achieving environmental and climate justice in many communities, EPA anticipates making a minimum of fifteen awards for high-ranking applications that include a workforce training program as further described in [Section V.E](#). Note that it is a statutory requirement that workforce development activities funded under this program be focused specifically on reducing greenhouse gas emissions and other air pollutants.

⁵ A circular economy keeps materials, products, and services in circulation for as long as possible.

Requirement 2. Pollution Reduction Strategies: Applications must include at least one project aligned with at least one of the Pollution Reduction Strategies identified below. When addressing the strategy in their application, applicants should describe relevant challenges faced in the Project Area and how the selected Pollution Reduction Strategy(ies) will address those challenges. Each Pollution Reduction Strategy outlined below is focused on pollution monitoring, prevention, and remediation of quantifiable and health-harming pollutants.

Applications that include activities to increase monitoring capabilities or raise community awareness of pollution must also include an associated remediation, implementation, or infrastructure pollution reduction project that addresses the identified pollution issue.

Examples of project activities and guidelines associated with the strategies can be found in Appendix D. While applicants may select from among the examples in the Appendix, applicants may also submit other types of project activities as long as they are consistent with a Pollution Reduction Strategy described in [Section I.G](#) of the NOFO and are eligible for funding under §138(b)(2) of the CAA.

Strategy 1: Indoor Air Quality and Community Health Improvements

Disadvantaged communities often face high levels of indoor air pollution from several sources, including mold, lead paint, radon, asbestos, fossil fuel combustion, and pollution from outdoors that seeps inside. These pollutants can have a detrimental impact to human health, particularly for vulnerable populations including children, the elderly, and people with health conditions like asthma and heart disease.⁶ Activities under Strategy 1 can include education on air toxins / toxics and how to monitor them (e.g., curriculum development, outreach strategies, public education activities) and direct assessment and remediation to reduce harmful air pollution (e.g., installation of filtration systems, building retrofits that address multiple sources of pollution, replacement of wood heaters that do not meet EPA standards, asbestos abatement in schools).

Strategy 2: Outdoor Air Quality and Community Health Improvements

Outdoor air pollution from mobile and stationary sources can compromise human health and the environment in many ways, including by triggering asthma attacks and heart attacks, exacerbating respiratory disease, and causing children and adults to miss school and work on bad air days. Activities funded under Strategy 2 could include: funding the purchase, upgrade, and / or maintenance of equipment and technology to allow for the inspection, testing, monitoring, and sampling of air pollution; purchasing equipment that limits community exposure to outdoor air pollutants; and reducing exposure to near-road pollution, pollution from airports and ports, and mobile source pollution. This could include land use and zoning policies that enable households to live in affordable, dense, and vibrant communities within urban and rural areas. These activities can be bolstered by educating the public on air toxins / toxics and how to monitor them (e.g., curriculum development, outreach, public education), and communication of air pollution assessment results to reduce exposure, including during environmental emergencies or events where the risk of pollution exposure is high.

Strategy 3: Clean Water Infrastructure to Reduce Pollution Exposure and Increase Overall System Resilience

Disadvantaged communities often lack access to clean water and clean drinking water. Functional water infrastructure is essential for protecting the quality of drinking water resources as well as the safety of recreational waters communities use for subsistence fishing, swimming, and other activities everyone deserves to enjoy. Strategy 3 addresses challenges communities face in accessing clean, reliable drinking water and wastewater treatment. Projects funded under this strategy may include focused

⁶ [Indoor Air Quality \(IAQ\)](#).

infrastructure investments that can be completed within the three-year project period and within the funding amounts specified in this NOFO, as well as assessment and planning that will enable communities to better access tens of billions of dollars in federal water infrastructure funding from other sources such as EPA’s Clean Water and Drinking Water State Revolving Funds. Targeted infrastructure projects can include identification and replacement of lead pipes in homes and public spaces, improved resilience of water systems through deployment of backup power such as onsite renewable energy and storage, targeted efficiency upgrades, septic to sewer conversions, lining waste lagoons, and investments in redundancy such as backup wells. Assessment and planning efforts could include, for example, a leak detection and pipe replacement plan, or a PFAS monitoring program that informs a funding application to one of several sources of state and federal funding.

Strategy 4: Safe Management and Disposal of Solid and Hazardous Waste

Disadvantaged communities are disproportionately exposed to solid and hazardous waste, which negatively impacts public health. This strategy supports pollution prevention, recycling, and disposal activities related to the management of solid and hazardous waste, such as discarded electronics, tires, single-use plastics, and other disposable items. Community-level responses to these challenges could include, for example, the purchase of equipment and the development of facilities to manage solid and hazardous waste to improve public health outcomes. Brownfields cleanup is not contemplated under this strategy and is not a Community Change Grants program priority.

Requirement 3. Community Engagement and Collaborative Governance Plan: Track I applications must include a Community Engagement and Collaborative Governance Plan. Successful implementation of environmental and climate justice projects requires relationships and meaningful engagement among an ecosystem of community leaders and members alongside partners across many sectors. This plan is required to help ensure that grant activities are driven and informed by the views of the Project Area community and are accomplished through collaboration among key stakeholders. The plan should describe how the applicant will engage, educate, and be responsive to community members throughout project development and / or implementation. Additionally, the plan should incorporate a Collaborative Governance Structure that demonstrates how the Lead Applicant and Collaborating Entities (as described in [Section III.A](#)) will work together to successfully implement the grant in a timely, effective, and equitable manner.

The Community Engagement and Collaborative Governance Plan cannot exceed 10 single spaced pages – excess pages will not be reviewed. It should address the following elements and any others the applicant deems relevant to their projects:

- **Past Community Outreach and Engagement Conducted:** The applicant should demonstrate what outreach and engagement methods were used to engage with the Project Area community, including any with specific neighborhoods or groups, and how this impacted the selection of the strategies and associated projects as well as the applicant’s implementation approach.
- **Community Engagement Plan Implementation:** The applicant should demonstrate the specific community engagement methods, as well as how they will mitigate barriers and involve relevant governmental stakeholders, necessary to support overall implementation including:
 - **Clear Methods for Engagement and Transparency:** The applicant should describe the following elements:
 - Outreach methods that provide opportunities for broad and diverse community member involvement in project development and / or implementation and feedback during grant performance.
 - Transparent mechanisms that will promote meaningful accountability to the needs and preferences of residents in the Project Area.

- Mechanism(s) that will be used to continuously inform the community before and during project implementation on project status, benefits available to them through the project, and indicators being tracked, such as air quality improvements or trees planted.
 - **Mitigating Barriers:** The applicant should describe measures to minimize and mitigate barriers around community engagement and participation in project development and / or implementation including but not limited to those related to linguistic differences, communication challenges, disabilities, inaccessible technology, lack of trust or awareness, transportation, childcare, and elderly / adult care.⁷
 - **Government Involvement:** As applicable, the applicant should demonstrate the support and involvement of government agencies needed to facilitate successful grant performance. For example, projects that intersect with local-government authorities such as permitting, planning, and zoning are encouraged to demonstrate the involvement and cooperation of local government authorities.
- **Collaborative Governance Structure:** The applicant should provide details regarding the roles and responsibilities of the Lead Applicant, Collaborating Entities, and community residents and / or community-selected representatives for implementing, managing, and overseeing the application’s project activities, including how they should meet regularly to discuss project implementation. The description should include at a minimum:
 - Outreach methods to solicit community representatives and processes to choose representatives to enable a broad cross-section of community representatives to participate so different voices are heard.
 - An explanation of how the Lead Applicant and Collaborating Entities will coordinate with each other and community members to inform and engage the community on project development and progress.
 - An outline of the planned decision-making processes between the Lead Applicant and Collaborating Entities, including procedures to ensure that decisions are transparent and can be made in an expedited manner when necessary.
 - Processes for replacing a Collaborating Entity to ensure that the replacement entity has comparable skills, qualifications, expertise, community support, and experience to avoid any adverse impact on grant performance. EPA approval of the qualifications, expertise, and experience of the replacement Collaborating Entity will be required pursuant to 2 CFR 200.308I(2) and / I(c)(6).

Note: Awards may include terms and conditions requiring that subaward agreements between the Lead Applicant and Collaborating Entities (including the Statutory Partner described in [Section III.A](#)) contain provisions reflecting certain of the requirements above.

Requirement 4. Community Strength Plan: Track I applications must include a Community Strength Plan. Advancing environmental and climate justice requires bolstering the strength and economic prosperity of a community for the benefit of local residents, while also ensuring those residents can remain within the community and benefit from the investments over the long term. [Executive Order 14096](#), *Revitalizing Our Nation's Commitment to Environmental Justice for All*, states, “Advancing environmental justice will require investing in and supporting culturally vibrant, sustainable, and resilient communities in which every person has safe, clean, and affordable options for housing, energy, and transportation. It is also necessary to prioritize building an equitable, inclusive, and sustainable economy that offers economic opportunities.

⁷ Refer to the EPA Office of Grants and Debarment Guidance on Selected Items of Cost for Recipients, EPA Guidance on Participant Support Costs, and EPA Subaward Frequent Questions, including for additional information on paying for light refreshments, providing dependent care stipends or services for community meeting participants, and meeting participant transportation stipends.

Pursuing these and other objectives integral to advancing environmental justice can successfully occur only through meaningful engagement and collaboration with underserved and overburdened communities to address the adverse conditions they experience and ensure they do not face additional disproportionate burdens or underinvestment.”

In alignment with this Executive Order and to help EPA assess whether the proposed projects will benefit disadvantaged communities, as required by §138(b)(1) of the CAA, this plan should describe how the projects in the application are intended to (1) maximize the economic benefits of the projects for existing residents in the Project Area, and (2) avoid unintended consequences for existing residents in the Project Area including the displacement of residents in the Project Area.

This plan cannot exceed 5 single-spaced pages – excess pages will not be reviewed. Consistent with the above discussion, the plan should address the following elements.

1. Maximizing Economic Benefits of Projects:

The plan should describe how the projects included in the application will maximize economic benefits for individuals in the Project Area, including priority populations defined in footnote 3.

Examples of economic benefits, as described below, could include (1) opportunities for local small businesses or contractors; (2) jobs for community members; (3) financial savings for residents; and other similar benefits, in alignment with EPA grant regulations and applicable law.⁸

- **Business Opportunities:** Applicants may need to hire contractors to carry out certain project activities. Applicants may inform local businesses of open solicitations and encourage them to compete for contracts. For example, applicants may consider partnering with their local government’s small business office to broadly advertise contracting opportunities. Similarly, applicants should make a “good faith effort” to provide disadvantaged business enterprises (DBEs) with an opportunity to compete for contracts in accordance with [EPA’s 40 CFR Part 33 Disadvantaged Business Enterprise rule](#).⁹
- **Job Opportunities:** Applicants may propose measures to facilitate the employment and retention of workers from disadvantaged communities on funded projects. For example, applicants may propose developing recruitment strategies in partnership with their local workforce development board; funding supportive services for workers on grant-funded projects (e.g., transportation, childcare, mental health supports), coordinating such services with local social service providers; or establishing goals for hiring individuals from disadvantaged communities on the projects and transparently tracking progress toward those goals. Applicants may propose measures to increase community awareness of these job opportunities and the associated skill requirements, such as hiring workshops or job fairs. Applicants may also describe specific measures that will ensure Project Area residents are developing skills that are necessary to take advantage of existing or future jobs in professions contributing to the reduction of GHG emissions and other air pollutants.

⁸ Note that applicants are not bound by statutory or administrative local-preference requirements, per 2 CFR 200.319(c).

⁹ Note: Please carefully review Section IV.d, “Contracts and Subawards,” of EPA’s Solicitation Clauses that are incorporated by reference in this NOFO in [Section I.J](#). EPA expects recipients of funding to comply with competitive procurement contracting requirements. The Agency does not accept justifications for sole source contracts for services or products available in the commercial marketplace based on a contractor’s role in preparing an application or a firm or individual’s “unique” qualifications. For example, applicants cannot name local contractors as part of this Community Strength Plan without adhering to these competitive procurement requirements.

Note: Jobs funded under this program should be high-quality jobs, in alignment with the U.S. Department of Labor and Commerce's [Good Jobs Principles](#), as described in Appendix E. Applicants may propose measures to increase the likelihood that these will be good jobs for individuals from disadvantaged communities, such as training for employers / contractors on grant-funded projects to promote best practices such as equal opportunity recruitment and hiring practices, good benefits, healthy organizational culture, and opportunities for advancement. Additionally, jobs for construction activities funded under this grant will be required to pay prevailing wage rates, as required by CAA § 314 and the Davis-Bacon and Related Acts.

- **Financial Savings:** Applicants may also describe how and the extent to which Project Area residents will receive direct economic benefits from the Climate Action and Pollution Reduction projects in the applications, such as through energy bill savings or affordable zero- or low-emission transportation solutions. The plan may also discuss how the applicant plans not only to deliver these benefits for residents in the short-term but also to preserve them for the long-term. As an example, applicants working on a transportation project that will deliver immediate cost savings for residents may negotiate with a vendor / contractor to lock-in long-term cost savings for community members.

Applicants may consider using tools to align stakeholders around these benefits, such as a Community Benefits Agreement (CBA), which is a legally binding contract that defines benefits. Parties to a CBA may include CBOs, neighborhood associations, local government entities, contractors and developers, and other similar project stakeholders. Applicants are reminded of the three-year period of performance for the grant and should be prepared to expeditiously begin the negotiation of community benefits to prevent project delays.

2. Displacement Avoidance:

Benefits to disadvantaged communities can be evaluated by whether residents are able to retain the benefits of EPA-funded projects over the short and long-term. While climate action and pollution reduction can have a positive impact on a community, those benefits can also lead to unintended consequences, such as increased costs of living in a Project Area. Given that the purpose of CAA §138 is to fund activities that will benefit disadvantaged communities, applicants should describe measures to increase the likelihood that existing community members of the Project Area will benefit from investments in both the immediate and long term.

Applicants should discuss potential short-term and long-term risks associated with the proposed projects to residents, small businesses, nonprofits, and other community members in the Project Area. Applicants should assess and describe the community's vulnerability to rising costs attributable to the proposed projects and assess potential impacts to households, small businesses, and other existing groups. Based on the specific risks identified, applicants should describe measures for mitigating those risks as applicable. Some measures can mitigate these displacement vulnerabilities in the short-term, whereas other measures can have long-term impacts. For example, for projects that increase the energy efficiency of multi-family housing facilities, and that may have the unintended effect of raising rents for those facilities, the approach may focus on outreach / education to residents, such as information packets, tenant protection workshops that feature information about tenant rights under applicable state and local laws, or other educational activities. Other approaches may focus on securing commitments from landlords benefiting from EPA-funded property improvements to extend affordable housing covenants or agree not to raise rents

unnecessarily.¹⁰ Applicants can also describe how they will work with relevant entities, such as local governments, to create policies, plans, or programs to mitigate unintended impacts of the EPA-funded investments.

Applicants should describe any work already underway in the Project Area that would mitigate these risks, or existing policies, ordinances, or programs that are relevant. For example, an applicant could describe any ordinances in the Project Area designed to expedite construction or availability of additional affordable housing. Applicants can also describe any Climate Action and Pollution Reduction Strategies proposed as part of this application that might help mitigate displacement risks by providing project co-benefits. For example, a strategy that promotes increased housing density as a tool to reduce emissions could have the co-benefit of reducing housing costs by increasing housing supply.

Requirement 5. Readiness Approach: Given the statutory requirement that all Community Change Grants must be completed within three years, applicants must describe their approach for initiating grant performance upon award, or generally within 120 days after award, in compliance with the requirements in 2 CFR Parts 200 and 1500, 40 CFR Part 33 that apply to all EPA grants so they can successfully complete the grant within the three-year period.

This includes addressing the readiness considerations listed below, and any others, that are applicable to the projects and how they will be met. If any of the below considerations are not applicable, the application should explain why not.

- **Government Approvals:** If government approval at any level (e.g., construction permits) is necessary to implement or perform a project, the applicant must demonstrate that they have obtained such approval. If such approval has not been obtained, then the applicant must demonstrate how they will obtain it immediately after award, so it does not impede grant implementation.
- **Federal Requirements for Construction Projects:** Applicants must demonstrate that they have systems in place, or a plan to have such systems in place immediately after the grant award, to comply with CAA § 314 and the Davis-Bacon and Related Acts prevailing wage requirement, the Build America Buy America domestic preference requirement, and other cross-cutting statutory and Executive Order requirements that apply to Federally funded construction projects.
- **Alignment with Existing Plans:** Applicants must demonstrate that the project(s) in the Project Area as defined in Appendix A are consistent with any community development, climate resilience, or hazard mitigation plans, or other comparable government land use restrictions.
- **Site Control:** Applicants must demonstrate that they own or control the site where a project will be performed or that they will have legally binding access or permission to the site so they can perform the project(s).
- **Operations and Maintenance:** Applicants must describe their operations and maintenance plan and financing approach for their project's infrastructure investments, if relevant, which may include long-term service costs, fee structures, detailed indebtedness for all properties, and other relevant information demonstrating how operations and maintenance of the investment will be assured during and after the grant award.

¹⁰ Note that any agreements must be in alignment with local and state housing laws. For example, in some instances, state or local law may allow a landlord to raise rents to compensate for increases in property taxes attributable to the value of EPA funded improvements.

Requirement 6. Compliance Plan: Applicants must submit a Compliance Plan that describes how they will: (i) ensure compliance with the grant’s terms and conditions, including 2 CFR § 200.302(b) (financial management), 2 CFR § 200.303 (internal controls), and 2 CFR § 200.332 (requirements for pass-through entities); and (ii) manage broader legal and compliance risks. This plan cannot exceed 5 single-spaced pages – excess pages will not be reviewed.

H. Funding Track II: Meaningful Engagement for Equitable Governance

Under this track, eligible applicants may submit projects, as described in CAA § 138(b)(2)(E), for “facilitating engagement of disadvantaged communities in State and Federal advisory groups, workshops, rulemakings, and other public processes.” EPA has interpreted “other public processes” as encompassing local, Tribal, and other governmental processes. All funded activities under this NOFO must comply with federal, state, and local laws and regulations, including but not limited to:

1. 2 CFR 200.435(b), which restricts the use of grant funds to defend a recipient that is subject to a criminal, civil or administrative proceeding against it commenced by any government for fraud or similar offenses;
2. 2 CFR 200.435(g), which precludes the use of grant funds to prosecute claims against the federal Government; and
3. 2 CFR 200.450(c), which restricts the use of federal funds by nonprofit organizations for certain lobbying or electioneering activities but does not preclude the use of federal funds to promote adoption of local ordinances, including those related to zoning.
4. 40 CFR Parts 5 and 7, which prohibit discrimination on the basis of race, color, national origin (including limited-English proficiency), disability, sex, and age by recipients and subrecipients of federal financial assistance.

Track II Objectives

Section 138 of the CAA provides that grants may be awarded for the purpose of “facilitating engagement of disadvantaged communities in State and Federal advisory groups, workshops, rulemakings, and other public processes.” Accordingly, Track II applications intend to build the capacity of communities and governments to evaluate and redress environmental and climate injustices by giving disadvantaged communities a meaningful voice in government decision-making processes. By supporting direct participation of disadvantaged communities in the development and implementation of solutions, policies, and programs, the Community Change Grants can help close equity gaps and redress environmental and climate injustices.

Track II applications should focus on breaking down systemic barriers to community participation in government processes impacting environmental and climate justice. This can be done by creating engagement and feedback mechanisms with two-way communications between community members and government decision-makers. Applications should focus on ways to provide disadvantaged communities with information about issues that directly impact them, while simultaneously creating mechanisms for the government to gather input to ensure community needs inform decision-making and are integrated into government processes and policies. Applications in this track should strive to enable communities to play a meaningful role in making and implementing decisions.

Effective projects should also involve partnerships between community organizations, governments, philanthropic organizations, the private sector, and / or third-party facilitators and evaluators who can support collaboration across sectors to facilitate the engagement of disadvantaged communities in governmental decision-making processes.

Track II Project Examples

The following are examples of activities that may be proposed under Track II. Applicants may expand or refine these examples or submit projects that are not listed below if they demonstrate how they will facilitate the engagement of disadvantaged communities in governmental processes.

Example 1. Educational and Training Programs

These projects prepare, train, and educate members of disadvantaged communities on how to engage in government processes related to environmental and climate justice activities.

Examples of activities that could be performed under this type of project include but are not limited to:

- Creating a leadership development program that trains community members to identify environmental and climate justice challenges, devise strategies to address them, and recommend actions to governmental authorities. Example topics could include how to review public sector budgets, navigate specific processes such as land-use ordinances or National Environmental Policy Act (NEPA) reviews, and participate effectively in public meetings. The [EPA EJ Academy](#) is an example of a type of project applicants may consider developing for their own community.
- Designing and implementing a training program to help members of disadvantaged communities effectively participate in advisory boards, commissions, land use authorities, or other bodies that involve community members in environmental and climate related policy making.
- Partnering with a government to develop and / or implement Equity Action Plans that identify and address barriers to equity and opportunity and discrimination that disadvantaged communities may face. Equity Action Plans should meaningfully incorporate community input and result in city-or-statewide transformational, equitable change in environmental or climate related policies. For informational purposes only, please find [here](#) a link to Equity Action Plans developed by federal agencies that may help applicants with designing and preparing these types of projects.

Example 2. Environmental Advisory Boards (EABs)

These are projects that facilitate the engagement of disadvantaged communities in environmental decision-making by establishing advisory councils, taskforces, or similar bodies to engage with government. These boards should have regular meetings to create consistent opportunities for disadvantaged communities to provide recommendations on actions government entities should take to address environmental and climate justice challenges. These bodies should include members from disadvantaged communities, may include additional representatives from other stakeholder groups that can effectively represent important and related perspectives (including Tribal, academia, youth / elderly / disability populations, government, etc.).

Examples of activities under an EAB-type project may include but are not limited to facilitating the engagement and involvement of disadvantaged communities in governmental processes at different levels of government to provide input, recommendations, and advice on matters such as:

- Permitting decisions for factories or industrial sites.
- Community infrastructure upgrades to address pollution and climate concerns.

- Zoning and siting guidance for fence-line / frontline communities¹¹ such as new school placements, highway construction, and industrial and commercial uses of land.
- Issues and actions of municipal and public utilities related to workforce development, drinking water shutoffs, drinking water quality and affordability, and aging wastewater treatment infrastructure in / near disadvantaged communities.

Example 3. Collaborative Governance Activities

These are projects that facilitate the process of providing recommendations and implementing decisions that will benefit disadvantaged communities. Projects can focus on creating collaborative bodies with members from and / or representing the interests of disadvantaged communities, governmental entities, and other stakeholders to work on environmental and climate justice issues.

Functions these bodies may focus on include co-producing solutions with disadvantaged communities to identify and address environmental issues. This could be done through obtaining feedback from a wide range of experts and stakeholders, including but not limited to those working in public health, housing, economic development, environmental justice, and other relevant fields, to identify environmental and directly related public health issues, develop solutions, and then work towards implementing the ideas with the necessary parties.

Examples of activities under a collaborative governance project may include but are not limited to facilitating the engagement and involvement of disadvantaged communities in governmental processes on matters such as:

- Participating in the development of one or more community benefits agreements to help ensure that environmental projects funded by federal, state, and / or private entities meaningfully engage and account for community needs. For informational purposes only, the resource [here](#) from the Department of Energy provides information that may help applicants with designing and preparing these types of projects.
- Creating a governance body or “development community” for a brownfields post-cleanup redevelopment project.¹²
- Creating a source water protection plan to protect public health and reduce burdens on water systems.
- Recommending organizational changes to government entities that make them more receptive and sensitive to the environmental and climate justice concerns of disadvantaged communities.

Example 4. Participation in Governmental Funding and Budgeting Processes

These are projects that use participatory budgeting to inform public spending on environmental priorities. Participatory budgeting is an approach to making decisions about governmental spending that is focused on meaningfully and deeply engaging the community in governmental funding processes. Projects can enable community-based organizations to partner with a public entity to design and implement processes whereby members of disadvantaged communities have input into, and influence, decisions about how to allocate public budgets for environmental and climate justice priorities. An example of a project using participatory budgeting could involve designing a program where the community identifies problems,

¹¹ A fence-line community or frontline community is generally one immediately adjacent to high polluting facilities such as industrial parks, manufacturing facilities, or commercial facilities and is directly affected by the noise, odors, traffic, and chemical and pollution emissions of the operations of these entities.

¹² U.S. Department of Health & Human Services. [Build a Development Community](#).

evaluates proposals, and recommends decisions for public funding of projects that implicate environmental and climate justice issues.

I. EPA Strategic Plan Linkage, Anticipated Outputs, Outcomes & Performance Measures

1. Strategic Plan Linkage

Awards made under this NOFO will support the following goals and objectives of the [FY 2022-2026 EPA Strategic Plan](#). Applications must explain how their projects will further these goals and objectives.

Goal 2: Take Decisive Action to Advance Environmental Justice and Civil Rights

- Objective 2.1: Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels which includes the strategy of Building Community Capacity and Climate Resilience and Maximizing Benefits to Overburdened and Underserved Communities: EPA will increase support for community-led action by providing unprecedented investments and benefits directly to communities with environmental justice concerns and by integrating equity throughout Agency programs.

Depending on the projects included in them, awards will also support and advance the following EPA [Strategic Plan Goals](#) as applicable:

- Goal 1: Tackle the Climate Crisis
- Goal 4: Ensure Clean and Healthy Air for All Communities
- Goal 5: Ensure Clean and Safe Water for All Communities
- Goal 6: Safeguard and Revitalize Communities; and
- Goal 7: Ensure Safety of Chemicals for People and the Environment.

2. Environmental Results: Outputs and Outcomes

Pursuant to [EPA Order 5700.7A1, Environmental Results under Assistance Agreements](#), applicants must describe the environmental outputs and outcomes to be achieved under the award. Applicants should specifically describe the environmental results of the proposed project in terms of well-defined outputs and, to the maximum extent practicable, well-defined outcomes that will demonstrate how the project will contribute to the goals and objectives of the Community Change Grants program.

The following questions may be useful to consider when developing output and outcome measures of quantitative and qualitative results:

- What measurable short- and longer-term results will the grant achieve?
- How will the Lead Applicant and Collaborating Entities measure progress in achieving the expected results (including outputs and outcomes), and how will the approach to measuring progress use resources effectively and efficiently?
- Are the projected outputs and outcomes specific and detailed? Are specific target measures included where possible? Are target measures reasonable and achievable within the project period and for the funding amount?

See Appendix F for further details on expected outputs and outcomes from Track I and II awards.

3. Performance Measurement Plan

The evaluation component of the Community Change Grants is essential. In their Performance Measurement Plan, applicants should describe how they plan to track and measure their project implementation and progress towards achieving the expected outputs and outcomes, including those identified in Appendix F, throughout the performance period.

Generally, higher quality performance measurement plans include specific target metrics for both outputs and outcomes. The applicant's performance measurement plan should help gather insights, will be a mechanism to track progress toward output and outcome objectives, and may provide the basis for developing lessons learned to inform future funding recipients.

Applicants should incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting project goals. Applications may include funding in the budget for personnel with expertise in planning, designing, developing, implementing, and evaluating programs.

J. Additional Provisions for Applicants Incorporated into the NOFO

Additional provisions that apply to Sections III, IV, V, and VI of this NOFO and / or awards made under this NOFO can be found at [EPA Solicitation Clauses](#). These provisions are important for applying to this NOFO, and applicants must review them when preparing applications for this NOFO. If you are unable to access these provisions electronically at the website above, please email CCGP@epa.gov to obtain the provisions.

Section II. Federal Award Information

(back to the Table of Contents)

A. Number and Amount of Awards

EPA anticipates awarding approximately \$2 billion in funding through this NOFO depending on funding availability, quality of applications received, EPA priorities, and other applicable considerations. Awards under Track I are expected to be between \$10-20 million each and cannot exceed \$20 million. Awards under Track II are expected to be between \$1-3 million each and cannot exceed \$3 million. EPA expects to award approximately \$1.96 billion for about 150 Track I awards, including those under the Target Investment Areas described below in B, and approximately \$40 million for about 20 Track II awards. These amounts are estimates only, and EPA reserves the right to increase or decrease the total number of awards and funding amounts for each Track contingent on the quality of applications received, the amount of funds awarded to selected applicants, budget availability, and / or agency priorities and programmatic considerations. In addition, given that workforce development programs as described in [Section I.G](#) can be significant to achieving environmental and climate justice in many communities, EPA anticipates making a minimum of fifteen awards for high-ranking applications that include a workforce training program(s) as further described in [Section V.E](#).

B. Target Investment Areas (TIA) for Track I Applications

Out of the \$2 billion in funding, EPA has identified five Target Investment Areas (TIA) listed below to help ensure that communities with unique circumstances, geography, and needs can equitably compete for funding. The amounts are estimates only and subject to change based on the number and quality of applications received, funding considerations, and agency priorities. Applicants interested in submitting an application for projects benefitting a TIA must identify this in their application. Consistent with the Track I evaluation process described in [Section V](#), applications for these areas will be evaluated against each other (for example, applicants for TIA C will be evaluated against other applicants for TIA C). Applications for the TIAs must address the Track I application requirements identified in [Section I.G](#).

- TIA A: Tribes in Alaska: an estimated \$150 million for projects benefitting Indian Tribes in Alaska. As noted in Appendix H and Section V.E below, the EPA anticipates making a minimum of 5 awards for high-ranking applications under this TIA that include projects to assess and/or clean up lands conveyed under the Alaska Native Claims Settlement Act that were contaminated at the time of their conveyance from the federal government to an Alaska Native Corporation.
- TIA B: Tribes in the Continental United States and Hawaii: an estimated \$300 million for projects benefitting Tribal communities outside Alaska, which include Indian Tribes as defined by the Clean Air Act in Section III.A.3 below and Tribal Lands included in the EPA IRA Disadvantaged Communities Map referenced in Appendix A. This also includes projects benefitting such Tribal communities that are located in the Border Area identified below in TIA E.
- TIA C: Territories: an estimated \$50 million for projects benefitting disadvantaged communities in the United States' territories of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands.
- TIA D: Disadvantaged Unincorporated Communities: an estimated \$50 million for projects benefitting disadvantaged unincorporated communities as defined in Appendix A.
- TIA E: United States (U.S). – Southern Border Communities: Consistent with EPA's longstanding approach to addressing transborder climate and pollution challenges, an estimated

\$100 million for projects benefitting non-Tribal disadvantaged communities within 100 kilometers north of the U.S.-Mexico border.

Special Requirements for Cross-Border Projects to Benefit U.S. Disadvantaged Communities

EPA's strong preference is that the work for all projects to be performed under the awards made through this NOFO will be performed entirely within the United States. However, in limited circumstances, projects to benefit U.S. disadvantaged communities near an international border may require some international work to be performed within 100 kilometers of that border (e.g., within 100 km south of the U.S.-Mexico border for a TIA E application, or within 100 km north of the U.S.-Canada border for any application). In those limited cases, to be eligible for funding consideration, the applicant must demonstrate in their application that:

- The project(s) will directly and predominantly benefit disadvantaged communities in the U.S., for example by monitoring and / or preventing pollution from an international source that is impacting the disadvantaged community in the U.S.
- Any work outside of the U.S. is necessary for the project(s) to be successful in benefitting the disadvantaged communities in the U.S. — e.g., the project(s) will not be effective otherwise.
- Any work outside of the U.S. will not be a substantial part of the project.
- The applicant will ensure that any work outside of the U.S. will be timely and properly completed and monitored to ensure it is effectively performed.

Failure to address how the application meets these conditions will render the application ineligible for review as stated in Section III.D. Applications involving cross-border work that are selected for award must address any cross-border work issues (e.g., site access and control) during the workplan negotiations following selection and before award. The appropriate terms and conditions will be included in the grant. Projects benefitting Project Areas along the U.S.-Mexico Border should be consistent with guidance and best practices outlined by EPA's Border Program.^{13 14}

C. Rolling Application Submittal and Review Process, Application Award Limits, and Application Resubmission Procedures

1. Applications may be submitted under this NOFO through November 21, 2024, to provide applicants, to the maximum extent practicable, flexibility on when to submit an application. Applications will be reviewed and evaluated on a rolling basis as described in [Section V](#) to facilitate and expedite the review and award process. EPA cannot guarantee that funding will be available through the end of the NOFO 12-month application period as funding availability is dependent on the volume and quality of applications received, as well as other applicable programmatic and funding considerations. As such, it is possible that funding could be exhausted before the conclusion of the 12-month rolling application period.
2. Under this NOFO, Lead Applicants, as defined in [Section III.A](#), may submit a maximum of two eligible applications and receive up to two awards if they demonstrate their capacity and capabilities to effectively perform, manage, oversee, and complete both awards within the three-year grant period of performance. The two applications may be either two Track I applications or two Track II applications, or one of each. Lead Applicants who submit more than two total eligible

¹³ [United States – Mexico Environmental Program.](#)

¹⁴ [U.S.-Mexico Border Program – Borderwide Resources.](#)

applications will be asked to withdraw the excess one(s). EPA will not review more than two eligible applications from any one Lead Applicant.

3. Lead Applicants whose initial eligible application(s) is not selected for funding may, after timely requesting and receiving a debriefing on the application (as described in the Section VI Debriefings and Disputes clauses included in the [EPA Solicitation Clauses](#)), resubmit a revised application one additional time while the NOFO remains open. For example, if a Lead Applicant submits two eligible applications and both are not initially selected for funding, they may resubmit each application one additional time within the 12-month NOFO open period as explained above and further below. There is no guarantee that resubmissions, even after a debriefing, will be selected for funding. In addition, applicants who submit applications towards the end of the 12-month rolling period may not have an opportunity to resubmit the application because the NOFO is expected to close for applications on November 21, 2024. While EPA intends to review applications and provide debriefings as expeditiously as possible, applicants should keep this in mind when determining the timing of their application submission to ensure there is sufficient time for a resubmission.
4. The resubmitted application must be clearly identified as a resubmission of a previously submitted application by providing the date of the original submission through www.grants.gov and / or the date of the EPA debriefing in the updated application package. The resubmission should take into consideration the feedback received during a debriefing and any other relevant considerations, and it cannot be a completely different application from the one initially submitted. If EPA determines, in its sole discretion, that it is a different application bearing little resemblance to the original application, it may be rejected and not reviewed.

D. Conditional Awards

EPA may make conditional awards under this NOFO, which will be subject to applicable terms and conditions in the grant award.

E. Period of Performance

The period of performance of every grant funded under this NOFO cannot by statute exceed three years. There can be no extensions. Projects must be designed to be successfully and effectively completed within three years. EPA anticipates that the first awards under this NOFO will be made in the late Spring of 2024 and will continue to be made on a rolling basis until funding is exhausted. EPA cannot predict when funding will be exhausted since it is dependent on the volume and quality of applications received, as well as other applicable programmatic and funding considerations. As such, it is possible that funding could be exhausted before the 12-month rolling application period is over.

F. Partial Funding

EPA reserves the right to partially fund applications by funding discrete portions or phases of applications. If EPA decides to partially fund an application, it will do so in a manner that does not prejudice any applicants or affect the basis upon which the application, or portion thereof, was evaluated and selected for award, and therefore maintains the integrity of the competition and selection process. **To facilitate consideration of an application for partial funding, if applicable, EPA recommends that applications separate costs for the proposed grant in the program budget by project category, to the extent practicable.**

G. Additional Awards

EPA reserves the right to make additional awards under this NOFO, consistent with EPA policy and guidance, if additional funding becomes available after all the selections are made under this NOFO. For this NOFO, this only applies to making additional awards for those applications considered during the final monthly review, described in [Section V](#). Any additional selections for awards will be made no later than 6 months after the final monthly review.

H. Funding Type

EPA anticipates awarding cooperative agreements under this NOFO because it is expected that there will be substantial Federal involvement through the EPA Project Officer with selected applicants in the performance of the grant and for effective EPA oversight of grantee performance. Although EPA will negotiate precise terms and conditions relating to substantial federal involvement as part of the award process with each grantee awarded a cooperative agreement, the anticipated substantial federal involvement may include:

- Closely monitoring the grantee's performance to verify the results reported by the applicant;
- Reviewing proposed procurement, in accordance with the Procurement Standards in 2 CFR Parts 200 and 1500;
- Reviewing evidence of completion of project phases (e.g., planning) before providing approval for the grantee to begin work on the next project phase (e.g., implementation);
- Reviewing the substantive terms of contracts, subawards, or other financial transactions (EPA will not select contractors, subrecipients, or program beneficiaries);
- Approving qualifications of key personnel (EPA will not select employees or contractors employed by the grantee);
- Reviewing and commenting on reports prepared under the cooperative agreement (the final decision on the content of reports will rest with the grantee); and
- Addressing compliance with Build America, Buy America requirements, in accordance with 2 CFR § 184, and providing technical assistance, if necessary, on compliance with CAA § 314 and the Davis-Bacon and Related Acts.

In addition, there may be Federal involvement with selected applicants in the performance of the grant, which may include co-sponsoring community meetings and other events and collaborating during performance of the scope of work.

Section III. Eligibility Information

[\(back to the Table of Contents\)](#)

Note: Additional provisions that apply to this section of the NOFO can be found in the [EPA Solicitation Clauses](#).

A. Eligible Applicants

Consistent with CAA §138(b)(3) and Assistance Listing 66.616, applicants eligible to apply and receive grants under this NOFO are (1) a partnership between two community-based nonprofit organizations (CBOs) as defined below, or (2) a partnership between a CBO and one of the following: a federally recognized Tribe, a local government, or an institution of higher education. These types of partnerships for eligibility purposes are known as Statutory Partnerships. Further eligibility requirements are described below.

1. Community-Based Non-Profit Organization (CBO)

To qualify as a CBO for eligibility purposes, an organization must demonstrate that they are a “nonprofit organization” as defined at 2 CFR 200.1, which “means any corporation, trust, association, cooperative, or other organization that is operated mainly for scientific, educational, service, charitable, or similar purpose in the public interest and is not organized primarily for profit; and uses net proceeds to maintain, improve, or expand the operation of the organization.”

Applicants must include documentation in their application demonstrating that they are a nonprofit organization by one of two ways: 1) a written determination by the Internal Revenue Service that they are exempt from taxation under Section 501 of the Internal Revenue Code, or 2) based on a written determination by the state, territory, commonwealth, Tribe, or other United States governmental entity in which they are located. This can be done, for example, by submitting a letter, certificate, or articles of incorporation from the state where the organization is located that recognizes them as a nonprofit organization. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995 are not eligible to apply. Foreign non-profit organizations cannot qualify as a CBO for eligibility purposes.

In addition to being considered a nonprofit organization, an organization must demonstrate that they are a public or private nonprofit organization that supports and / or represents a community and/or certain populations within a community through engagement, education, and other related services provided to individual community residents and community stakeholders. A “community,” for these purposes, can be characterized by a particular geographic area and / or by the relationships among members with similar interests and can be characterized as part of a local, regional, or national community where organizations are focused on the needs of urban, rural, and / or Tribal areas, farmworkers, displaced workers, children with high levels of lead, people with asthma, subsistence fishers, and other similar groups. For purposes of this NOFO, the CBO must have a geographic presence or connection in, or relationship with, the specified community that the projects are intended to benefit. For example, national or statewide CBOs must demonstrate the CBO’s connection to the community that will benefit from the grants.

For the purposes of this NOFO, applicants that demonstrate that they are Alaska Native Nonprofit Organizations or Alaska Native Nonprofit Associations are considered CBOs. In addition, Intertribal Consortia may be able to qualify as CBOs if they meet the above requirements and 40 CFR 35.504(a) and (c). The for-profit Alaskan Native Corporations are not eligible under the CBO definition and therefore are unable to apply as CBOs.

2. Local Government (in partnership with a CBO)

The following units of government within a state, as defined by the regulations in [2 CFR 200.1](#), are eligible to enter a Statutory Partnership with a CBO:

- County
- Borough
- Municipality
- City
- Town
- Township
- Parish
- Local public authority, including any public housing agency under the United States Housing Act of 1937
- Special district
- School district
- Intrastate district
- Council of governments, whether incorporated as a nonprofit corporation under State law; and
- Any other agency or instrumentality of a multi-, regional, or intra-State or local government.

3. Federally Recognized Tribe (in partnership with a CBO)

For the purposes of eligibility for entering into a Statutory Partnership with a CBO, EPA uses the definition of “Indian Tribe” in §302I of the CAA which provides that the term “...means any Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village, which is Federally recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.” Note that this definition does not include Alaskan Native Corporations or State-recognized Tribes.

4. Institutions of Higher Education (in partnership with a CBO)

For the purposes of eligibility for entering into a Statutory Partnership with a CBO, the grant regulations at [2 CFR 200.1](#) state that Institutions of Higher Education (IHEs) are defined at [20 U.S.C. § 1001](#).

EPA also recognizes that it is important to engage all available minds to address the environmental and climate justice challenges the nation faces. Accordingly, EPA encourages Minority Serving Institutions (MSIs) to participate in the grants under this NOFO, including by partnering with a CBO.

For purposes of this NOFO, the following are considered MSIs:

1. Historically Black Colleges and Universities, as defined by the Higher Education Act (20 U.S.C. § 1061(2)). A list of these schools can be found at [Historically Black Colleges and Universities](#).
2. Tribal Colleges and Universities (TCUs), as defined by the Higher Education Act (20 U.S.C. § 1059c(b)(3) and (d)(1)). A list of these schools can be found at [American Indian Tribally Controlled Colleges and Universities](#).
3. Hispanic-Serving Institutions (HSIs), as defined by the Higher Education Act (20 U.S.C. § 1101a(a)(5)). A list of these schools can be found at [Hispanic-Serving Institutions](#).
4. Asian American and Native American Pacific Islander-Serving Institutions; (AANAPISIs), as defined by the Higher Education Act (20 U.S.C. § 1059g(b)(2)). A list of these schools can be

found at [Asian American and Native American Pacific Islander-Serving Institutions](#).

5. Predominantly Black Institutions (PBIs), as defined by the Higher Education Act of 2008, 20 U.S.C. § 1059e(b)(6). A list of these schools can be found at [Predominantly Black Institutions](#).

B. Statutory Partnership Requirements and Collaborating Entities

Please refer to Section III.A above for who is eligible to apply for the grants. The Statutory Partnership application is comprised of one Lead Applicant (an eligible CBO, Federally recognized Tribe, local government, or institution of higher education) who enters into a Partnership Agreement with one Statutory Partner (which is one of the following eligible entities– a CBO, Federally recognized Tribe, local government, or institution of higher education) to carry out the grant activities if the application is selected for funding. Please note that a CBO must be either the Lead Applicant or a Statutory Partner in every Statutory Partnership (e.g., there cannot be a statutory partnership of a local government and an institution of higher education or either of these entities and an Indian Tribe). In other words, as identified in Section III.A all Statutory Partnerships must include a CBO. If the application is selected for award, the Lead Applicant will enter into a subaward with the Statutory Partner that must contain the elements of the Partnership Agreement in Appendix B. The Lead Applicant must include a copy of a written and signed Partnership Agreement with their application to be eligible for funding consideration.

To ensure effective grant performance to meet the objectives of the Community Change Grants outlined in [Section I](#), subawards from the Lead Applicant to other entities to implement and perform specific grant project activities identified in the application will be necessary. These other entities, including the Statutory Partners, are collectively referred to as Collaborating Entities in the NOFO. Given the community centered focus of the Community Change Grants, applications that do not include Collaborating Entities will likely not score well during the evaluation process. Collaborating Entities may include Statutory Partners (CBOs, Federally-recognized Tribes, local governments, and institutions of higher education) and entities that cannot legally be Statutory Partners (e.g., states, territorial governments, and international organizations). However, for-profit firms and individual consultants or other commercial service providers cannot be Collaborating Entities. Subawards made by the Lead Applicant and Collaborating Entities to implement the project strategies and activities under the application must be made consistent with the grant regulations at 2 CFR 200.331 and as permitted in [Appendix A of the EPA Subaward Policy](#).

If selected for award, the Lead Applicant will become the grantee, operating as a pass-through entity for purposes of 2 CFR Part 200 and the [EPA Subaward Policy](#), and taking responsibility for making subawards to Collaborating Entities. The Lead Applicant will also be accountable to EPA for effectively carrying out the full scope of work and the proper financial management of the grant (including the subawards it makes under the grant, and contracts to consultants and procurement contractors selected in accordance with the competitive procurement requirements in 2 CFR Parts 200 and 1500 as well as EPA’s 40 CFR Part 33 Disadvantaged Business Enterprise rule). Additionally, as provided in 2 CFR § 200.332, the Collaborating Entities, and other subrecipients, will be accountable to the Lead Applicant for proper use of EPA funding. Note that pursuant to 2 CFR § 200.332(a)(2), as implemented in Items 2 and 4 of EPA’s *Establishing and Managing Subawards* [General Term and Condition](#), successful Lead Applicants in the Statutory Partnership must ensure that the terms and conditions of the grant agreement “flow down” to all subrecipients in the subawards. EPA has developed an optional template for subaward agreements, available in [Appendix D of the EPA Subaward Policy](#).

As noted above, Collaborating Entities cannot include for-profit procurement contractors or individual consultants who may be involved in project performance but who receive procurement awards made in compliance with the competitive procurement requirements in 2 CFR Parts 200 and 1500 and 40 CFR Part 33. Further information on procurement and distinguishing between subawards and procurement

transactions can be found in the [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) and in [EPA Subaward Policy](#).

C. Cost-Sharing or Matching Funds

No cost-sharing or matching is required as a condition of eligibility under this NOFO.

D. Threshold Eligibility Criteria

Applications must meet the threshold eligibility criteria below to be considered for funding. **Applications that do not meet all the applicable threshold eligibility criteria will be deemed ineligible for funding consideration and will not be considered further.** If necessary, EPA may contact applicants to clarify issues relating to threshold eligibility criteria compliance prior to making an eligibility determination. In addition, applicants should contact EPA with any questions about the threshold eligibility criteria prior to submission of their applications. Applicants whose applications are deemed ineligible for funding consideration because of the threshold eligibility review will be notified within 15 calendar days of the ineligibility determination.

Applications must meet the following threshold eligibility criteria to be considered eligible for funding under this NOFO:

1. Applications must comply with the content and submission requirements listed below.
 - Applications must substantially comply with the application submission instructions and requirements set forth in [Section IV](#) of this NOFO or else they will be rejected. However, where a page limit is expressed in [Section IV](#) with respect to the application, or parts thereof, pages in excess of the page limitation will not be reviewed. Applicants are advised that readability is of paramount importance and should take precedence in application format, including selecting a legible font type and size for use in the application.
 - In addition, initial applications must be submitted through Grants.gov as stated in [Section IV](#) of this NOFO (except in the limited circumstances where another mode of submission is specifically allowed for as explained in [Section IV](#)) on or before the application submission deadline published in [Section IV](#) of this NOFO. Applicants are responsible for following the submission instructions in [Section IV](#) of this NOFO to ensure that their application is timely submitted. Please note that applicants experiencing technical issues with submitting through Grants.gov should follow the instructions provided in [Section IV](#), which include both the requirement to contact Grants.gov and email a full application to EPA prior to the deadline.
 - Applications submitted outside of Grants.gov will be deemed ineligible without further consideration unless the applicant can clearly demonstrate that it was due to EPA mishandling or technical problems associated with Grants.gov or SAM.gov. An applicant's failure to timely submit their application through Grants.gov because they did not timely or properly register in SAM.gov or Grants.gov will not be considered an acceptable reason to consider a submission outside of Grants.gov.

DO NOT WAIT! Register in SAM.gov or Grants.gov as soon as possible. Finalizing these registrations could take a month or more. You do not want a late registration to prevent you from being able to properly submit your application through [Grants.gov](#).

2. All applicants must meet the eligibility and statutory partnership requirements in III.A and include a Partnership Agreement (See Appendix B) with the application.

3. All applications must demonstrate, as required by CAA § 138(b)(1), that the projects will benefit disadvantaged communities as defined in Appendix A. While projects may have an incidental benefit to census block groups or other areas that are not considered disadvantaged communities as defined in Appendix A, the applicant must demonstrate how all the projects in the application will primarily benefit disadvantaged communities as defined in Appendix A.
4. Track I applications proposing to serve a geographically defined community identified as disadvantaged in Appendix A must submit a Project Area Map that defines which specific census block groups are designated as disadvantaged within the Project Area. Track I applications proposing to serve a farmworker community or DUC as defined in Appendix A must submit a Project Area Map showing where the communities that will benefit from the project are located.
5. Given the requirement under CAA § 138(b)(1) that all grants must be completed within three years, all applications must describe how the projects in the application, including any construction projects, can be completed within three years of award.
6. All Track I applications must include projects under at least one [Climate Action Strategy](#) and at least one [Pollution Reduction Strategy](#) as described in [Section I.G](#). Track I applications also must include a [Community Engagement and Collaborative Governance Plan](#), [Community Strength Plan](#), [Readiness Approach](#), and [Compliance Plan](#) as described in [Section I.G](#).
7. All Track I applications including a workforce development project under the Climate Action Strategy must demonstrate how it will help reduce air pollutants and GHG emissions.
8. Track I applications that include projects under Climate Action Strategy 6, Brownfields Redevelopment, must demonstrate that the project will be performed on sites where, at the time of application submission, cleanup is complete or where the site does not require any cleanup activities for the intended use or reuse of the site. Please refer to the Climate Action Strategy 6 section in Appendix C for how to show that cleanup is complete or is not necessary.
9. All Track I applications for Pollution Reduction activities to increase monitoring capabilities or raise community awareness of pollution must also include an associated remediation, implementation, or infrastructure pollution reduction project that addresses the identified pollution issue.
10. Track I applications cannot request more than \$20 million in EPA funding and Track II applications cannot request more than \$3 million in EPA funding. Applications requesting more than these amounts will be rejected. If necessary, EPA will clarify any questions about the funding amounts requested prior to application review.
11. A Track I application for a TIA defined in [Section II.B](#) can only address one TIA. An application cannot address more than one TIA.
12. Track I applications submitted for TIA A benefitting Alaskan Tribal lands that include a project(s) for the assessment and cleanup of sites covered by the Contaminated ANCSA Lands Assistance Program must meet the relevant requirements specified in Appendix H.

13. Applications submitted for TIA E for U.S.-Southern Border Communities projects, as well as any including projects that may include project activities within 100 km of a U.S. border as discussed in [Section II.B](#), must meet the special requirements identified in [Section II.B](#).
14. Written applications must be submitted in English only. Applications written in languages other than English will not be reviewed or considered for award. If you need assistance to submit the written application in English, technical assistance may be available. Please refer to [Section I.E](#).
15. Multiple Applications. Lead Applicants may submit no more than two eligible applications under this NOFO, and receive no more than two awards, as explained in [Section II](#). Excess applications will not be reviewed. If a Lead Applicant submits more than two eligible applications, they will be contacted by EPA to determine which one(s) to withdraw. Notwithstanding this limitation, a Lead Applicant may be a Statutory Partner or Collaborating Entity on other applications.
16. Resubmissions. As stated in [Section II.C](#), a resubmitted application must be clearly identified as a resubmission of a previously submitted eligible application through such means as providing the date of the original submission and / or date of the EPA debriefing. It cannot be a completely different application from the one originally submitted. If EPA determines, in its sole discretion, that it is a completely different application bearing little resemblance to the original application, it may be rejected and not reviewed.
17. EPA will not consider any application that includes projects that are exclusively designed to conduct scientific research. However, applications may include research components such as building blocks for outreach, training, and program implementation projects. In such cases, applications should clearly articulate this link, explain why the research is necessary for the project's success, and ensure that such research does not already exist.
18. EPA will not consider any application requesting funding for assessment, removal, or remediation of Superfund sites.

Note: If an application is submitted that includes any ineligible projects, tasks, or activities, including but not limited to ones that EPA determines cannot be funded under the statutory / regulatory authorities for the grant, that portion of the application will be ineligible for funding and may, depending on the extent to which it affects the application, render the entire application ineligible for funding. This includes but is not limited to projects requesting funding for relocation activities as described in [Section I.F](#).

Applicants who have any questions about whether their project can be funded under the statutory / regulatory authorities for the grants and this NOFO, or whether certain costs related to the project are allowable costs, should clarify the issue with EPA prior to submitting their application. Failure to do so may result in the projects and / or costs being ineligible for funding and may impact the eligibility of the entire application.

Section IV. Application and Submission Information

(back to the [Table of Contents](#))

Note: Additional provisions that apply to this section of the NOFO, including those related to Intergovernmental Review, can be found in the [EPA Solicitation Clauses](#).

A. Requirement to Submit through Grants.gov and Limited Exception Procedures

Applicants must apply electronically through [Grants.gov](#) under this NOFO based on the grants.gov instructions below. If your organization has no access to the internet or access is very limited, you may request an exception from applying through Grants.gov for the remainder of this calendar year by following the procedures outlined [here](#).

Issues with submissions with respect to this NOFO only are addressed in section 3: *Technical Issues with Submission* below.

1. SAM.gov (System for Award Management) Registration Instructions

Organizations applying to this funding opportunity must have an active SAM.gov registration. If you have never done business with the Federal Government, you will need to register your organization in SAM.gov. If you do not have a SAM.gov account, then you will need to create an account using [login.gov](#) to complete your SAM.gov registration.

SAM.gov registration is FREE. The process for entity registration includes obtaining a Unique Entity ID (UEI), a 12-character alphanumeric ID assigned an entity by SAM.gov, and requires assertions, representations and certifications, and other information about your organization. Please review the [Entity Registration Checklist](#) for details on this process.

If you have done business with the Federal Government previously, you can check your entity status using your government issued UEI to determine if your registration is active. SAM.gov requires you renew your registration every 365 days to keep it active.

Please note that SAM.gov registration is different than obtaining a UEI only. Obtaining an UEI only validates your organization's legal business name and address. Please review the [Frequently Asked Question](#) on the difference for additional details.

Organizations should ensure that their SAM.gov registration includes a current e-Business (EBiz) point of contact name and email address. The EBiz point of contact is critical for Grants.gov Registration and system functionality.

Contact the [Federal Service Desk](#) for help with your SAM.gov account, to resolve technical issues or chat with a help desk agent: (866) 606-8220. The Federal Service desk hours of operation are Monday – Friday 8am – 8pm ET.

2. Grants.Gov Registration Instructions

Once your SAM.gov account is active, you must register in Grants.gov. Grants.gov will electronically receive your organization information, such as e-Business (EBiz) point of contact email address and UEI. Organizations applying to this funding opportunity must have an active Grants.gov registration. Grants.gov registration is FREE. If you have never applied for a federal grant before, please review the [Grants.gov](#)

[Applicant Registration instructions](#). As part of the Grants.gov registration process, the EBiz point of contact is the only person that can affiliate and assign applicant roles to members of an organization. In addition, at least one person must be assigned as an Authorized Organization Representative (AOR).

Only person(s) with the AOR role can submit applications in Grants.gov. Please review the [Intro to Grants.gov-Understanding User Roles](#) and [Learning Workspace – User Roles](#) and [Workspace Actions](#) for details on this important process.

Please note that **registering in grants.gov for the first time can take a month or more** for new registrants. Applicants must ensure that all registration requirements are met to apply for this opportunity through Grants.gov and should ensure that all such requirements have been met well in advance of the application submission deadline.

Contact [Grants.gov](#) for assistance at 1-800-518-4726 or support@grants.gov to resolve technical issues with Grants.gov. Applicants who are outside the U.S. at the time of submittal and are not able to access the toll-free number may reach a Grants.gov representative by calling 606-545-5035. The Grants.gov Support Center is available 24 hours a day 7 days a week, excluding federal holidays.

Application Submission Process

To begin the application process under this NOFO, go to Grants.gov and click the red “Apply” button at the top of the view grant opportunity page associated with this opportunity.

The electronic submission of your application to this NOFO must be made by an official representative of your organization who is registered with [Grants.gov](#) and is authorized to sign applications for Federal financial assistance. If the submit button is grayed out, it may be because you do not have the appropriate role to submit in your organization. Contact your organization’s EBiz point of contact or contact [Grants.gov](#) for assistance at 1-800-518- 4726 or support@grants.gov.

Applicants need to ensure that the Authorized Organization Representative (AOR) who submits the application through [Grants.gov](#) and whose UEI is listed on the application is an AOR for the applicant listed on the application. Additionally, the UEI listed on the application must be registered to the applicant organization's SAM.gov account. If not, the application may be deemed ineligible.

Application Submission Deadline

Your organization's AOR must submit your complete application package (including any resubmission as explained in Section II.C) electronically to EPA through [Grants.gov](#) no later than November 21, 2024, at 11:59 PM ET. Please allow for enough time to successfully submit your application and allow for unexpected errors that may require you to resubmit. Please see [Section II](#) and [Section V](#) describing the rolling application submittal and review process for this NOFO.

Applications submitted through Grants.gov will be time and date stamped electronically. Please note that successful submission of your application through Grants.gov does not necessarily mean your application is eligible for award. Any application submitted after the application deadline time and date deadline will be deemed ineligible and not considered.

3. Technical Issues with Submission

If applicants experience technical issues during the submission of an application that they are unable to

resolve, follow these procedures **before** the application deadline date:

- a. Contact the Grants.gov Support Center **before** the application deadline date.
- b. Document the Grants.gov ticket / case number.
- c. Send an email with EPA-R-OEJECR-OCS-23-04 in the subject line to CCGP@epa.gov before the application deadline time and include the following information:
 - i. Grants.gov ticket / case number(s)
 - ii. Description of the issue
 - iii. The entire application package in PDF format

Without this information, EPA may not be able to consider applications submitted outside of Grants.gov. Any application submitted after the application deadline will be deemed ineligible and **not** be considered.

Please note that successful submission through Grants.gov or email does not necessarily mean your application is eligible for award.

EPA will make decisions concerning acceptance of each application submitted outside of Grants.gov on a case-by-case basis. EPA will only consider accepting applications that were unable to submit through Grants.gov due to [Grants.gov](https://www.grants.gov) or relevant [SAM.gov](https://www.sam.gov) system issues or for unforeseen exigent circumstances, such as extreme weather interfering with internet access. Failure of an applicant to submit the application prior to the application submission deadline time and date because they did not properly or timely register in SAM.gov or Grants.gov is **not** an acceptable reason to justify acceptance of an application outside of Grants.gov.

4. Required Forms and Documents

The following forms and documents are required under this NOFO:

Mandatory Documents for Track I and Track II Applications

1. **Application for Federal Assistance** (SF-424)
2. **Budget Information for Non-Construction Programs** (SF-424A)
3. **EPA Key Contacts Form** 5700-54
4. **EPA Preaward Compliance Review Report Form** 4700-4 (Please see these [Useful Tips](#) for completing this form)
5. **Project Narrative Attachment Form**: Use this to prepare your Project Narrative as described in [Section IV.B](#) below.
6. **Attachments**: Use the “Other Attachments Form” in Grants.gov for the following additional documents. These attachments are not subject to the page limitation that applies to the Project Narrative identified below and some have their own page limitation as identified below:
 - **Attachments for Track I and Track II Applications:**
 - **Attachment A**: Program Budget Template (See below in [Section IV.B](#) and also optional template in Appendix G)
 - **Attachment B**: Partnership Agreement (See [Section III.A](#) and Appendix B)
 - **Attachment C**: Indirect Cost Rate Agreement, if applicable.
 - **Attachments for Track I Applications Only:**
 - **Attachment D**: Project Area Map as described in Appendix A.
 - **Attachment E**: Community Engagement and Collaborative Governance Plan as described in [Section I.G](#) that does not exceed 10 single spaced pages-excess pages will not be reviewed.

- **Attachment F:** Community Strength Plan as described in [Section I.G](#) that does not exceed 5 single spaced pages--excess pages will not be reviewed.
- **Attachment G:** Readiness Approach Information as described in [Section I.G](#).
- **Attachment H:** Compliance Plan as described in Section I.G that does not exceed 5 single-spaced pages--excess pages will not be reviewed.

B. Content of Application Submission

Applicants should read the following sections very carefully. A complete application package includes the forms, documents, and attachments listed above in [Section IV.A.4: Required Forms and Documents](#), which includes the materials further described below.

Applicants should ensure that their application materials, including attachments, address all the applicable evaluation criteria in Section V, and applicable threshold eligibility criteria in Section III.D, for Track I and II applications. The evaluation criteria in Section V place increased emphasis on certain evaluation criteria that are integral to ensuring that the application will advance environmental and climate justice, meet CCG objectives, and maximize benefits to disadvantaged communities.

Note: Please see [Section V](#) for information on the Track I oral presentation process referenced in [Section I.D](#).

Project Narrative for Track I and II Applications

Below are the instructions for both Track I and Track II applications. There are different instructions for each track, so applicants should carefully read the instructions and contact EPA at CCGP@epa.gov with any questions. There are also certain attachments for Track I and II applications that must be submitted as identified in Section IV.A.4 above.

The Project Narrative for both application tracks are comprised of Sections A and B as described below for each track and should include the information and content below. Applicants should ensure they include information addressing the relevant evaluation criteria in [Section V](#) for Track I or II applications and any applicable threshold eligibility criteria in [Section III.D](#). Please make sure the required attachments identified in Section IV.A.4 for Track I and II applications also include the applicable information.

- The Project Narrative for Track I applications must not exceed twenty (20) single-spaced pages and be on letter size pages (8 ½ X 11 inches). Excess pages will not be reviewed. The attachments for Track I described in Section IV.A.4 are not part of the Project Narrative.
- The Project Narrative for Track II applications must not exceed fifteen (15) single spaced pages and be on letter size pages (8 ½ X 11 inches). Excess pages will not be reviewed. The attachments for Track II described in Section IV.A.4 are not part of the Project Narrative.

Applicants are encouraged to be concise and do not need to use all the pages within the page limit. Links to external websites or content will not be reviewed or considered. Any pages beyond the page limitations will not be reviewed by the Review Panel. It is recommended that applicants use a standard font (e.g., Times New Roman, Calibri, and Arial) and a 12-point font size with 1- inch margins. While these guidelines establish the acceptable type size requirements, applicants are advised that readability is of paramount importance and should take precedence in selection of an appropriate font for use in the application. **The grant application forms and other attachments identified in [Section IV.A.4: Required Forms and Documents](#) above are not included in the Project Narrative page limits for Track I and II applications.**

To assist EPA reviewers, applicants should reference the numbers and titles of the evaluation criteria

identified in Section V.C in their Project Narratives (and attachments) to help identify where the criteria are being addressed as applicable. Applicants should contact EPA with any questions about the application content requirements.

Track I Project Narrative

Track I applications include a Project Narrative with two sections as identified below: (A) Executive Summary and (B) Project Workplan. Together these cannot exceed 20 pages as described above.

Section A. Executive Summary

The Executive Summary should contain the elements below and should not exceed three pages.

- **Application Title:** Provide a name for the application.
- **Lead Applicant:** Name of the Lead Applicant.
- **Statutory Partner to the Lead Applicant:** Name of the Statutory Partner.
- **Contact Information:** Include a name, title, email address, and phone number for key personnel for the Lead Applicant and, Statutory Partner.
- **Eligibility:** Describe how the Lead Applicant and Statutory Partner meet the eligibility requirements in [Section III.A](#) of the NOFO.
- **Climate Action Strategy:** Specify which Climate Action Strategy(ies) is addressed in the application.
- **Pollution Reduction Strategy:** Specify which Pollution Reduction Strategy(ies) is addressed in the application.
- **Grant Award Period and Completion:** Provide estimated beginning and ending dates for the period of performance for your proposed grant. Given the requirement under CAA § 138(b)(1) that all grants must be completed within three years, all applications must state how the projects in the application, including any construction projects, can be completed within three years of award.
- **Amount of EPA Funding Requested:** See award sizes specified in [Section II.A](#).
- **Target Investment Area:** If the application is for a Target Investment Area as defined in Section II.A, please identify which one. If the application is not for a Target Investment Area, put N/A.
- **Disadvantaged Community to benefit from the projects:** Identify and describe the disadvantaged community, as defined in Appendix A, intended to benefit from the projects in the application.
- **Other Sources of Funding:** Briefly explain, to the extent you can, whether funding for the projects in your application is available under the Infrastructure Investments and Jobs Act (IIJA), other IRA programs, or other funding streams and if so your reasons for seeking funding for these projects under this NOFO. Please also note the Duplicate Funding clause included in Section IV of [the EPA Solicitation Clauses](#) incorporated by reference in this NOFO and referenced in Section V.E.
- **Resubmission Status:** Specify if the application is for a resubmission of a previously submitted and reviewed application. If so, please identify the date of the original submission and the date of EPA debriefing of the previously submitted application (See Section II.C for further information on the resubmission process).

Section B. Project Workplan

The Project Workplan should contain the elements below.

Part 1. Community-Driven Investments for Change

1.1 Community Vision Description.

- **Community Description:** Provide an overview of the Project Area described in Appendix A, including its resources, assets, and characteristics. Describe how the boundary of the Project Area was determined and demonstrate how the project activities in the Project Area are designed and focused to provide impactful benefits to the residents of disadvantaged communities in the Project Area as defined in Appendix A.¹⁵

Applicants should note that while they can determine the Project Area for their projects consistent with the instructions in Appendix A, concentrated and compact Project Areas may maximize benefits to the residents of the disadvantaged communities in the Project Area. Activities spread across a large Project Area may be more dispersed and less impactful. As described in Section V.C, EPA will evaluate applications based in part on the extent and quality to which project benefits will accrue to the residents of disadvantaged communities in the Project Area as defined in Appendix A in an impactful manner.

- **Community Challenges:** Describe the needs and challenges the Project Area is facing, including climate impacts, climate change risks / exposures, and / or localized pollution. Describe the impact of these challenges on the residents of the disadvantaged communities in the Project Area as defined in Appendix A and particularly on priority populations within the Project Area who are acutely exposed to and impacted by climate, pollution, and weather-related threats, and / or who exhibit acute vulnerabilities or susceptibilities to the impacts of environmental pollution. See footnote 3 for more information on priority populations.
- **Community Vision:** Articulate an overall vision for the impact and benefits the grant would have on the Project Area in the near and long term, including the effect it will have on reducing and preventing pollution; building resilience to climate change and mitigating current and future climate risks; creating high-quality jobs and expanding economic opportunity through workforce development; and bolstering Project Area strength by ensuring that residents of the disadvantaged communities in the Project Area receive the benefits of investments and have the opportunity to build on them for current and future generations.

1.2 Selected Strategies: As described in [Section I.G](#), applications must address at least one Climate Action Strategy and at least one Pollution Reduction Strategy. Accordingly, applications should address the following requirements:

- **Strategy Overview** – for each selected Climate Action and Pollution Reduction Strategy:
 - Provide an overview of the strategy and associated projects and describe how they will be implemented during the grant term.
 - Describe how the strategies and associated projects in the application are integrated and / or designed to complement each other to provide impactful benefits to the residents of disadvantaged communities within the Project Area as defined in Appendix A and describe how the scale and scope of the Project Area was designed to accomplish this.

¹⁵ Disadvantaged communities as defined in Appendix A include census block groups designated as geographically defined disadvantaged communities, as well as farmworker communities and DUCs.

- Explain how the amount / proportion of the requested funding was determined for each strategy and associated project in the application.
- **Climate Action Strategies**
 - Describe how the project(s) associated with the Climate Action Strategy(ies) will address the climate impacts, risks, and / or challenges facing the Project Area and especially the residents of disadvantaged communities within the Project Area as defined in Appendix A; will decrease GHG emissions within the Project Area and increase the overall resilience of the Project Area to current and anticipated climate impacts; and are responsive to the Project Area needs and challenges identified in the Community Vision Description.
- **Pollution Reduction Strategies**
 - Describe how the project(s) associated with the Pollution Reduction Strategy(ies) will address the localized pollution challenges facing the Project Area and especially the residents of disadvantaged communities within the Project Area as defined in Appendix A; will make substantial and measurable (i.e., quantifiable) progress towards preventing, reducing, and / or mitigating existing and future sources of pollution to benefit the Project Area; and are responsive to the Project Area needs and challenges identified in the Community Vision Description.

Part 2. Program Management, Capability and Capacity

- 2.1 **Performance Management Plan, Outputs / Outcomes:** Applicants should describe the environmental results of the proposed project in terms of well-defined outputs and, to the maximum extent practicable, well-defined outcomes that will demonstrate how the project will contribute to the Community Change Grants goals and objectives. (See [Section I.I and Appendix F](#) for more detail on expected outputs and outcomes). In addition to identifying expected project outputs and outcomes, applicants should describe how they plan to track and measure their project performance, including through indicator tracking, to monitor progress towards achieving the expected outputs and outcomes throughout the performance period.

Applicants should also:

- Describe how they selected the expected outputs and outcomes and how they will lead to improvements to the environmental conditions and public health of the community members of the Project Area in the short and long term.
 - Describe how the expected project outputs and outcomes are specific and include achievable and reasonable target measures within the project period.
 - Describe how the recipient will use program evaluation activities (e.g., utilizing proper evaluation tools and personnel / organizations with experience in evaluating program and project progress / success) from project initiation through project completion to meaningfully document and measure their progress towards achieving project goals.
- 2.2 **Project Linkages to the EPA Strategic Plan:** Applications should describe how the proposed project activities support and advance EPA Strategic Plan Goal 2 (Take Decisive Action to Advance Environmental Justice and Civil Rights), Objective 2.1, (Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels). See [Section I.I](#). In addition,

applications, depending on the projects included in them, should also address how they support and advance the following EPA Strategic Plan Goals as applicable:

- Goal 1 - Tackle the Climate Crisis
- Goal 4 - Ensure Clean and Healthy Air for All Communities
- Goal 5 - Ensure Clean and Safe Water for All Communities
- Goal 6 - Safeguard and Revitalize Communities; and
- Goal 7 - Ensure Safety of Chemicals for People and the Environment

Refer to the [EPA Strategic Plan](#).

2.3 **CBO Experience and Commitment:** Applications should describe the following for the Lead Applicant and / or Statutory Partner for the proposed grant:

- Their history and experience as a CBO.
- The depth of their commitment, connections, and relationships with the disadvantaged communities the application is intended to benefit.

2.4 **Programmatic and Managerial Capability and Resources:** Applications should provide information demonstrating the Lead Applicant's and Statutory Partner's ability to successfully complete, oversee, and manage the award including:

- Their organizational experience and capacity related to performing the proposed projects or similar activities (e.g., experience in managing projects and activities like those in the application).
- Their resources, capacity, capabilities, staff (e.g., project manager and other key personnel), expertise, and skills to perform and manage the award activities effectively during the three-year award period. For Lead Applicants submitting two applications under this NOFO, this includes how they demonstrate they have the above attributes to perform, manage, and oversee two awards effectively within the three-year award period.
- Their financial stability, controls in place, and capacity to manage taxpayer dollars ethically and efficiently as well as the policies and controls to be in place for project oversight and to manage program risk. This includes controls to identify waste, fraud, and abuse, and reduce the potential for waste, fraud, and abuse, by including plans and policies for program oversight, including confidential reporting (e.g., whistleblower protections), and risk management.
- A projected milestone schedule for the proposed projects (up to three years) with a breakout of the project activities into phases with associated tasks and timeframes for completion of tasks, including the approach, procedures, and controls for ensuring that the award funds will be expended in a timely and efficient manner while ensuring that costs are eligible, reasonable, and allowable.

2.5 **Past Performance:** Describe federally funded and / or non-federally funded assistance agreements (assistance agreements include grants and cooperative agreements but not contracts) that the Lead Applicant performed within the last three years (no more than three agreements in total) and provide the information below for them. EPA agreements are preferred to be included.

- Describe whether, and how, the Lead Applicant was able to successfully complete and manage the agreements.
- Describe the history of the Lead Applicant in meeting the reporting requirements under the agreements including submitting acceptable final technical reports.
- Describe how the Lead Applicant documented and / or reported on whether progress towards achieving the expected results (i.e., outputs and outcomes) under those agreements was being made. If progress was not made, please indicate whether, and how, that was documented.

Note: In evaluating the Lead Applicant's past performance, the Agency will consider the information provided in the application and may also consider relevant information from other sources, including information from EPA files and / or from current and prior federal agency grantors (e.g., to verify and / or supplement the information provided by the applicant). If there is no relevant or available past performance information, please indicate this in the application, and you will receive a neutral score for these factors under Section V. Failure to provide any past performance information, or to include a statement that you do not have any relevant or available past performance or reporting information, may result in a zero score for these factors (see also Section V).

Part 3. Feasibility, Sustainability, and Budget: Provide the following information:

- 3.1 **Feasibility:** Demonstrate that all the projects in the application can be successfully and effectively performed within the three-year grant period of performance, and the degree of risk that they cannot be. This includes describing how the strategies and associated projects can individually and collectively be completed within three years.
- 3.2 **Sustainability:** Demonstrate the extent to which the benefits and outcomes from the projects can be sustained after the three-year grant period of performance based on factors including but not limited to whether (i) the applicant will leverage funding and / or resources from other sources to ensure the sustainability of the projects beyond the three-year grant term and (ii) the description of an operations and maintenance approach including plans and commitments to ensure there is continued funding available for operation and maintenance activities of infrastructure activities for the projects after the grant term is over (e.g., are there demonstrated commitments for continuing operation and maintenance funding / resources from the appropriate parties after the three year grant term is over) including coordination with appropriate responsible parties.
- 3.3 **Program Budget Description:** Provide a detailed budget description and estimated funding amounts for each project component / task similar to that on the budget found in SF-424A, which includes the EPA funding requested to be expended over the three-year period of performance. This section provides an opportunity for a narrative description of the budget or aspects of the budget found in the SF-424A. In the description, explain how the budget is reasonable to accomplish the projects, and the cost-effectiveness of the budget in terms of maximizing the share of funds used for the delivery of benefits to disadvantaged communities (both the direct costs of funds passed through for financial assistance as well as associated indirect costs).

Note: A template to depict the program budget description is included as Appendix G and may be used to supplement the budget description in the Project Narrative. Applicants that do not use the template will not be penalized and applicants can convey the information in other forms. While the program budget description is part of the Project Narrative page limit, the template is not part of

the page limit for the Project Narrative and will not count against the 20-page Project Narrative page limit for Track I applications.

C. Track I Application Attachments. These attachments must be submitted with the application as stated in Section IV.A.4 above and are not part of the Project Narrative described above. Please note any page limits that apply to these attachments.

- Project Area Map (Attachment D). Submit a Project Area Map as described in Appendix A.
- Community Engagement and Collaborative Governance Plan (Attachment E). Applications must include a Community Engagement and Collaborative Governance Plan that should address the elements of the plan as described in [Section I.G.](#) This plan cannot exceed 10 pages (excess pages will not be reviewed).
- Community Strength Plan (Attachment F). Applications must include a Community Strength Plan that should address the elements of the plan as described in [Section I.G.](#) This plan cannot exceed 5 pages (excess pages will not be reviewed).
- Readiness Approach (Attachment G). Applicants must demonstrate, based on the Readiness Approach Requirements described in [Section I.G.](#), their ability and readiness to proceed with grant performance for the projects in the application upon receiving an award, and generally no later than 120 days after award, in order to ensure that the projects can be completed within the statutory three-year grant period. As appropriate, this may include a description of the completed project planning and design phases related to the project(s) as well as demonstrating that the applicant has obtained and / or complied with the necessary approvals, permits, permissions, and any other applicable requirements, to commence project performance upon award, and if not their plan for doing so within 120 days of award. There is no page limit for this information, but applicants should be as concise as possible.
- Compliance Plan (Attachment H). Applications must include a Compliance Plan as described in [Section I.G.](#) that does not exceed 5 pages (excess pages will not be reviewed).

Track II Application Requirements

Track II applications include a Project Narrative with two sections as identified below: (A) Executive Summary and (B) Project Workplan. Together these cannot exceed 15 pages as described above.

Section A. Executive Summary

The Executive Summary should contain the elements below and should not exceed two pages.

- **Application Title:** Provide a name for the application.
- **Lead Applicant:** Name of the organization applying.
- **Statutory Partner to the Lead Applicant:** Name of the Statutory Partner.
- **Contact information:** Include a name, title, email address, and phone number for key personnel for Lead Applicant, Statutory Partner.
- **Eligibility:** Describe how the Lead Applicant and Statutory Partner meet the eligibility requirements in [Section III.A](#) of the NOFO.
- **Disadvantaged Community to benefit from the projects:** Identify and describe the disadvantaged communities, as defined in Appendix A, intended to benefit from the projects in the

application.

- **Grant Award Period and Completion:** Provide estimated beginning and ending dates for the period of performance for your proposed grant. Given the requirement under CAA § 138(b)(1) that all grants must be completed within three years, all applications must state how the projects in the application can be completed within three years of award.
- **EPA Funding Requested:** See award sizes specified in [Section II.A.](#)
- **Other Sources of Funding** Briefly explain, to the extent you can, whether funding for the projects in your application is available under the Infrastructure Investments and Jobs Act (IIJA), other IRA programs, or other funding streams and, if so, your reasons for seeking funding for these projects under this NOFO. Please also note the Duplicate Funding clause included in Section IV of [the EPA Solicitation Clauses](#) incorporated by reference in this NOFO and referenced in Section [V.E.](#)
- **Resubmission Status:** Specify if the application is for a resubmission of a previously submitted and reviewed application. If so, please identify the date of the original submission and date of EPA debriefing of the previously submitted application (See Section II.C for further information on the resubmission process).

Section B. Project Workplan

1. **Track II Program Objectives:** Applications should describe the following:

- How the application addresses the Track II objectives identified in [Section I.H.](#)
- What methods, tools, and trainings the applicant will use to facilitate the engagement of disadvantaged communities in state and Federal advisory groups, workshops, rulemakings, and / or other public processes, including local, Tribal, and other governmental processes, related to environmental and climate justice.
- How the application addresses the disadvantaged community's lack of access to, or weak relationships with, governmental entities, including how the application improves those relationships, increases points of access for disadvantaged communities with government entities, and creates channels to work cooperatively to promote environmental and climate justice
- How the application will result in governmental entities better understanding the root causes of environmental and climate justice issues that impact disadvantaged communities, so government leaders and decision-makers are better prepared to proactively address concerns before issues materialize.

2. **Project Collaboration and Participation:** Applications should describe the following:

- How meaningful input and feedback was considered from the disadvantaged community and other stakeholders in designing and developing the project and how input will continue to be obtained and considered during grant performance.
- The facilitation and accountability measures to establish and maintain trust between the disadvantaged community and government officials to ensure the community can collaborate in an authentic and meaningful way, rather than an insincere manner, on environmental and climate justice issues with governmental bodies.
- The applicant's and any Collaborating Entities' history of relationships and collaborations with disadvantaged communities, governmental bodies, and other stakeholders to address environmental and environmental / climate justice issues.

3. **Project linkages:** Applicants should describe how their application supports and advances [EPA Strategic Plan](#) Goal 2 (Take Decisive Action to Advance Environmental Justice and Civil Rights),

Objective 2.1, (Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels).

4. **Program Budget Description:** Provide a detailed budget description and estimated funding amounts for each project component / task similar to that on the budget found in SF-424A, which includes the EPA funding requested to be expended over the three-year period of performance. This section provides an opportunity for a narrative description of the budget or aspects of the budget found in the SF-424A. In the description, explain how the budget is reasonable to accomplish the projects, and the cost-effectiveness of the budget in terms of maximizing the share of funds used for the delivery of benefits to disadvantaged communities (both the direct costs of funds passed through for financial assistance as well as associated indirect costs).

Note: A template to depict the program budget description is included as Appendix G and may be used to supplement the budget description in the Project Narrative. Applicants that do not use the template will not be penalized and applicants can convey the information in other forms. While the program budget description is part of the Project Narrative page limit, the template is not part of the page limit for the Project Narrative and will not count against the 15-page Project Narrative page limit for Track II applications.

5. **Environmental Results:** Applicants should describe the following:
 - Their plan, with associated timeframes, for tracking and measuring their progress in achieving the expected project outcomes and outputs for Track II applications. See [Section I.I and Appendix F](#) for more detail on expected outputs and outcomes.
 - Whether and how the projects and their outcomes are sustainable beyond the three-year grant period, and how they will leverage resources, community support, etc. to facilitate this. The quality and specificity of the proposed outputs and outcomes, and how they will lead to the success of the grants, should also be addressed.
6. **CBO Experience and Commitment:** Applicants should describe the following for the Lead Applicant and / or Statutory Partner for the proposed grant:
 - Their history and experience as a CBO.
 - The depth of their commitment, historical connections, and relationships with the disadvantaged community the application is intended to benefit.
7. **Programmatic and Managerial Capability and Resources:** Provide information demonstrating the Lead Applicant's and Statutory Partner's ability to successfully complete, oversee, and manage the award including:
 - Their organizational experience and capacity related to performing the proposed projects or similar activities (e.g., experience in managing projects and activities like those in the application).
 - Their resources, capacity, capabilities, staff (e.g., project manager and other key personnel), expertise, and skills to perform and manage the award activities effectively during the three-year award period. For Lead Applicants submitting two applications under this NOFO, this includes how they demonstrate they have the above attributes to perform, manage, and oversee two awards effectively within the three-year award period.
 - Their milestone schedule for the proposed projects (up to three years) including the breakout of the project activities into phases and timeframes for completion of tasks, and the approach, procedures, and controls for ensuring that the award funds will be expended in a timely and efficient manner while ensuring that costs are eligible, reasonable, and allowable.

- Their legal and financial controls in place, and capacity to manage taxpayer dollars ethically and efficiently as well as the policies and controls for project oversight and program risk. This includes the extent and quality to which the application includes controls to identify waste, fraud, and abuse, and reduce the potential for waste, fraud, and abuse by including plans and policies for program oversight, including confidential reporting (e.g., whistleblower protections).

8. **Past Performance:** Describe federally funded and / or non-federally funded assistance agreements (assistance agreements include grants and cooperative agreements but not contracts) that the Lead Applicant performed within the last three years (no more than three agreements in total) and provide the information below for them. EPA agreements are preferred to be included.

- Describe whether, and how, the Lead Applicant was able to successfully complete and manage the agreements.
- Describe the Lead Applicant's history of meeting the reporting requirements under the agreements including submitting acceptable final technical reports.
- Describe how the Lead Applicant documented and / or reported on whether progress towards achieving the expected results (i.e., outputs and outcomes) under those agreements was being made. If progress was not being made, please indicate whether, and how, this was documented.

Note: In evaluating the Lead Applicant's past performance, the Agency will consider the information provided in the application and may also consider relevant information from other sources, including information from EPA files and / or from current and prior federal agency grantors (e.g., to verify and / or supplement the information provided by the applicant). If there is no relevant or available past performance information, please indicate this in the application, and you will receive a neutral score for these factors under Section V. Failure to provide any past performance information, or to include a statement that you do not have any relevant or available past performance or reporting information, may result in a zero score for these factors (see also Section V).

C. Informational Webinars and Application Assistance

EPA will host and/or participate in a series of webinars about this NOFO while it remains open for application submission. EPA will post information about the webinars, schedule for webinars, as well as additional information about this NOFO (e.g., frequently asked questions, technical assistance) on the [Inflation Reduction Act Community Change Grants Program](#) page. A recording of each webinar will be posted at the link above along with presented materials. EPA had an informational webinar on December 7, 2023—please check the website listed above for further information and for a recording of the webinar.

In addition, EPA's technical assistance contractor may host webinars related to the NOFO and information on that will be posted on their [website](#).

Please note that in accordance with [EPA's Policy for Competition of Assistance Agreements](#), EPA Order 5700.5A1, EPA staff will not meet with individual applicants to discuss draft applications, provide informal comments on draft applications, or provide advice to applicants on how to respond to evaluation criteria. Please note, however, that as stated in Section I, technical assistance will be available to eligible applicants for help with this NOFO.

Applicants are responsible for the contents of their applications. However, consistent with the provisions in the NOFO, EPA will respond to questions from individual applicants regarding threshold eligibility criteria,

administrative issues related to the submission of the application, and requests for clarification about this NOFO.

[Section V. Application Review Information](#)

([back to the Table of Contents](#))

Note: Additional provisions that apply to this section can be found at [EPA Solicitation Clauses](#).

A. Threshold Eligibility Review Process

All applications will be evaluated for threshold eligibility purposes based on the threshold eligibility criteria described in [Section III.D](#).

B. Review Panel and Evaluation Process

All applications that pass the threshold eligibility review process will be evaluated and scored by review panels using the track-specific evaluation criteria and processes described below. Review panels will be comprised of EPA staff and / or external reviewers. Track I applications will be reviewed by separate review panels for the written application and oral presentation. Track II applications will undergo only a written application review. See below for additional detail about the evaluation criteria and processes for each track.

C. Track I Application Review Process, Evaluation Criteria, and Oral Presentations

All eligible Track I applications (including those for the TIAs described in [Section II.B](#)) will be evaluated on a 200-point scale as follows—155 points for the written application review and 45 points for the oral presentation review:

- The maximum points available for an application are 200 points—155 points for the written application based on the criteria specified below for Track I written applications, and 45 points for the oral presentation based on the criteria below.
- Applicants whose written application scores at least 110 points will then proceed to an oral presentation. Oral presentations will be conducted consistent with the procedures described below. Applicants who proceed to an oral presentation will be provided further information about the process following the evaluation of the written application.
- Applicants who do not proceed to an oral presentation will receive notification of non-selection from EPA and may request a debriefing as explained in the Section VI Debriefings and Disputes clauses included in the [EPA Solicitation Clauses](#) incorporated by reference in the NOFO. Applicants may resubmit an application in certain circumstances as noted in [Section II.C](#).
- The oral presentation will be worth 45 points and be evaluated based on the oral presentation criteria below.
- Applications that receive a total score of 170 or more (based on the written application and oral presentation) will be referred to the Selection Official for final selection consideration as described in [Section V.E](#) below.
- Applications that receive a total score between 110-169 (based on the written application and oral presentation) will be ranked and referred to the Selection Official, on an approximately monthly basis, for final selection consideration as described in [Section V.E](#) below.
- Applications not selected for award based on the monthly review will receive notification from EPA and may request a debriefing as explained in the Section VI Debriefings and Disputes clauses

included in the [EPA Solicitation Clauses](#) incorporated by reference in the NOFO. Applicants may resubmit an application in certain circumstances as noted in Section II.C.

Track I Written Application Criterion

Section	Possible Points
Part 1. Community Driven Investments for Change	80 total
1.1 Community Overview	10
1.2 Selected Strategies	45
1.3 Community Engagement and Collaborative Governance Plan	15
1.4 Community Strength Plan	10
Part 2. Program Management, Capability, and Capacity	35 total
2.1 Performance Management Plan, Outputs / Outcomes	6
2.2 Project Linkages to the EPA Strategic Plan	4
2.3 CBO Experience and Commitment	5
2.4 Programmatic and Managerial Capability and Resources	15
2.5 Past Performance	5
Part 3. Readiness to Perform, Feasibility, and Sustainability	40 total
3.1 Readiness Approach	8
3.2 Feasibility	9
3.3 Sustainability	5
3.4 Program Budget Description	8
3.5 Compliance Plan	10
TOTAL	155

Evaluation Criteria for Track I Written Applications (155 points total)

Part 1. Community Driven Investments for Change (80 points total)

1.1 Community Vision Description (10 points)

- Community Description:** Applications will be evaluated based on their description of the Project Area including its resources, assets, and local characteristics, as well as how the project activities in the Project Area are designed and focused to maximize benefits for the residents of disadvantaged communities in the Project Area. Please note that in evaluating applications under this criterion, EPA will evaluate the extent and quality to which project benefits will accrue to the residents of the disadvantaged communities in the Project Area, as defined in Appendix A, in an impactful manner. (4 points)
- Community Challenges:** Applications will be evaluated based on how well they describe the challenges and needs the residents of the disadvantaged communities in the Project Area, as defined in Appendix A, are facing, including climate impacts, climate change risks / exposures, and / or localized pollution, and the impact these challenges have on priority populations within the Project Area who are acutely exposed to and impacted by climate, pollution, and weather-related threats, and / or who exhibit acute vulnerabilities or susceptibilities to the impacts of environmental pollution. See footnote 3 for more information on priority populations. (3 points)
- Community Vision:** Applications will be evaluated based on the quality and extent to which they articulate an overall and clear vision for the impacts and benefits the grant

would have on the residents of the disadvantaged communities in the Project Area as defined in Appendix A in the near and long term. (3 points).

1.2 Selected Strategies (45 points)

- **Strategy Overview (15 points).** Applications will be evaluated based on the quality and extent to which they:
 - Provide an overview of the strategies and associated projects and describe how they will be implemented during the grant term. (5 points)
 - Describe how the strategies and associated projects in the application are integrated and / or designed to complement each other to benefit the residents of the disadvantaged communities in the Project Area, and how the scale and scope of the Project Area was developed to accomplish this. (7 points)
 - Explain how the amount / proportion of the requested funding was determined for each strategy and aligned project in the application. (3 points)
- **Climate Action Strategies (15 points).** Applications will be evaluated based on the quality and extent to which they:
 - Describe how the associated projects will address the identified climate impacts and / or climate change risk(s) / exposure(s) within the Project Area, and especially those facing residents of disadvantaged communities in the Project Area as defined in Appendix A and explain how the project(s) will decrease GHG emissions within the Project Area and / or increase overall Project Area resilience to current and anticipated climate impacts. (8 points)
 - Describe how the selected Climate Action Strategies and associated projects help meet the needs and challenges of the Project Area as articulated in the Community Vision Description. (7 points)
- **Pollution Reduction Strategies (15 points).** Applications will be evaluated based on the quality and extent to which they:
 - Describe how the associated project(s) will address the identified localized pollution challenges facing the Project Area, and especially the residents of disadvantaged communities within the Project Area as defined in Appendix A, and will make substantial and measurable (i.e., quantifiable) progress towards preventing, reducing, and / or mitigating existing and future sources of pollution to benefit the Project Area. (8 points)
 - Describe how the selected Pollution Reduction Strategies help meet the needs and challenges of the Project Area as articulated in the Community Vision Description. (7 points)

1.3 **Community Engagement and Collaborative Governance Plan (15 points):** The Community Engagement and Collaborative Governance Plan described in [Section I.G will be evaluated based on the quality and extent to which it demonstrates:](#)

- **Past Community Outreach and Engagement Conducted:** How the applicant's past engagement with the Project Area community impacted the Strategy and associated project selection and implementation approach included in the application, including the outreach

and engagement methods used for the Project Area and specific neighborhoods or groups within the Project Area. (4 points)

- **Community Engagement Plan Implementation:** The specific community engagement methods used by the applicant, as well as how they will mitigate barriers and involve relevant governmental stakeholders necessary to support overall project implementation. (6 points)
- **Collaborative Governance Structure:** The details regarding the roles and responsibilities of the Lead Applicant, Collaborating Entities, and community residents and / or community-selected representatives for implementing, managing, and overseeing the application's project activities, including how regularly they will meet to discuss project implementation. (5 points)

1.4 **Community Strength Plan (10 points):** The Community Strength Plan as described in [Section I.G](#) will be evaluated based on the quality and extent to which it demonstrates:

- **Maximizing Economic Benefits of Projects:** How the projects included in the application are intended to provide economic benefits for individuals in the Project Area, including priority populations as defined in footnote 3. (5 points)
- **Displacement Avoidance:** The measures for mitigating potential near-term and long-term risks associated with the proposed projects to residents, small businesses, nonprofits, and other community members, the vulnerability the community faces to rising costs attributable to their proposed project, and the potential project impacts to households, small businesses, and other existing groups. (5 points)

Part 2. Program Management, Capability, and Capacity (35 points total)

2.1 **Performance Management Plan and Outputs / Outcomes (6 points):** Applications will be evaluated based on:

- Whether the application describes an effective plan, with associated timeframes, for tracking and measuring progress in achieving the expected project outcomes and outputs including those identified in Appendix F, as appropriate, and any additional ones identified in the application. (2 points)
- The quality and specificity of the proposed outputs and outcomes and how they will lead to improvements to the environmental conditions and public health of the disadvantaged communities in the short and long term. (2 points)
- Whether, and how, the applicant has incorporated program evaluation activities (e.g., utilizing proper evaluation tools and personnel / organizations with experience in evaluating program and project progress / success) from project initiation through project completion to meaningfully document and measure their progress towards achieving project goals and how they will use the results of the evaluations to meet the project goals within the required timeframes. (2 points)

2.2 **Project Linkages to the EPA Strategic Plan (4 points):** Applications will be evaluated based on the extent and quality to which the proposed project activities support and advance EPA Strategic Plan Goal 2 (Take Decisive Action to Advance Environmental Justice and Civil Rights), Objective

2.1, (Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels).

In addition, applications, depending on the projects included in them, will also be evaluated based on the quality and extent to which they also support and advance the following EPA Strategic Plan Goals as applicable:

- Goal 1 - Tackle the Climate Crisis
- Goal 4 - Ensure Clean and Healthy Air for All Communities
- Goal 5 - Ensure Clean and Safe Water for All Communities
- Goal 6 - Safeguard and Revitalize Communities; and
- Goal 7 - Ensure Safety of Chemicals for People and the Environment

2.3 **CBO Experience and Commitment (5 points):** The CBO(s) that are either the Lead Applicant and / or Statutory Partner for the proposed grant will be evaluated based on their history and experience as a CBO and the depth of their commitment, connections, and relationships with the disadvantaged communities the application is intended to benefit.

2.4 **Programmatic and Managerial Capability and Resources (15 points):** The Lead Applicant and Statutory Partner will be evaluated based on their ability to successfully complete, oversee, and manage the award considering:

- Their organizational experience and capacity related to performing the proposed project(s) or similar activities (e.g., experience in managing projects and activities like those in the application). (4 points)
- Their resources, capacity, capabilities, staff (e.g., project manager and other key personnel), expertise, and skills to perform and manage the award activities effectively during the three-year award period. For Lead Applicants submitting two applications under this NOFO, this includes how they demonstrate they have the above attributes to perform, manage, and oversee two awards effectively within the three-year award period (4 points)
- The milestone schedule for the proposed projects (up to three years) including the breakout of the project activities into phases and timeframes for completion of tasks, and the approach, procedures, and controls for ensuring that the award funds will be expended in a timely and efficient manner while ensuring that costs are eligible, reasonable, and allowable. (3 points)
- Their financial stability, controls in place, and capacity to manage taxpayer dollars ethically and efficiently as well as the policies and controls for project oversight and program risk. This includes the extent and quality to which the application includes controls to identify waste, fraud, and abuse, and reduce the potential for waste, fraud, and abuse by including plans and policies for program oversight, including confidential reporting (e.g., whistleblower protections). (4 points)

2.5 **Past Performance (5 points):** The Lead Applicant will be evaluated based on their ability to successfully complete and manage the proposed projects considering their:

- Past performance in successfully completing and managing the assistance agreements identified in response to [Section IV.B](#). (3 points)
- History of meeting the reporting requirements under the assistance agreements identified in response to [Section IV.B](#) including whether the applicant submitted acceptable final technical reports under those agreements and the extent to which the applicant adequately

and timely reported on their progress towards achieving the expected outputs and outcomes under those agreements and if such progress was not being made whether the applicant adequately reported why not. (2 points)

Note: The focus of this criterion is on the Lead Applicant's past performance and not that of any other Collaborating Entities or contractors / consultants who may be assisting the applicant with performance of the award. In evaluating the Lead Applicant under these factors, EPA will consider the information provided in the application and may also consider relevant information from other sources, including information from EPA files and from current / prior grantors. If the Lead Applicant does not have any relevant or available past performance related to federal or non-federal grants, this should be stated explicitly in the application (e.g., our organizations have no relevant past grants experience). Including this statement will ensure you receive a neutral score for these factors (a neutral score is half of the total points available in a subset of possible points). Failure to include this statement may result in your receiving a score of 0 for these factors.

Part 3. Readiness to Perform, Feasibility, and Sustainability (40 points total):

- 3.1 Readiness Approach (8 points):** Applications will be evaluated based on the applicant's ability and readiness to proceed with grant performance for the projects in the application, based on the Readiness Approach Requirements described in [Section I.G](#), upon receiving an award, or generally no later than 120 days after award, to ensure that the projects can be completed within the statutory three-year grant period. As appropriate, this may include evaluating the description of the completed project planning and design phases related to the project(s) as well as demonstrating that the applicant has obtained and / or complied with the necessary approvals, permits, permissions, and any other applicable requirements, to commence project performance upon award, and if not generally within 120 days of award.
- 3.2 Feasibility (9 points):** Applications will be evaluated based on whether it is demonstrated that all the projects in the application can be successfully and effectively performed within the three-year grant period of performance, and the degree of risk that they cannot be. This includes also evaluating how the strategies and associated projects can individually and collectively be completed within three years.
- 3.3 Sustainability (5 points):** Applications will be evaluated based on whether it is demonstrated that the benefits and outcomes from the projects in the application can be sustained after the three-year grant period of performance based on factors including but not limited to whether (i) the Applicant will leverage funding and / or resources from other sources to ensure the sustainability of the projects beyond the three-year grant term and (ii) the description of an operations and maintenance approach including the plans and commitments to ensure there is continued funding available for operation and maintenance activities of infrastructure activities for the projects after the grant term is over (e.g., are there demonstrated commitments for continuing operation and maintenance funding / resources from the appropriate parties after the three year grant term is over) including coordination with appropriate responsible parties.
- 3.4 Program Budget Description (8 points):** The program budget will be evaluated based on:
- The reasonableness of the budget and allowability of the costs for each component / activity of the projects in the application. This includes evaluating whether funding is well balanced and equitably distributed to project partners, including sub-awardees, commensurate with their role in the project, and whether funding is categorized into the proper budget

categories providing clarity, accuracy, and granularity on the applicant's planned use of the grant funds during the project period. (4 points)

- The cost effectiveness of the budget / project in terms of maximizing the share of funds used for the delivery of benefits to disadvantaged communities (both the direct costs of funds passed through for financial assistance as well as associated indirect costs to the greatest extent practicable). (4 points)

3.5 Compliance Plan (10 points): Applications will be evaluated based on the quality and extent to which the Compliance Plan addresses the elements for the Compliance Plan described in [Section I.G.](#)

Track I Oral Presentation (45 points total)

The oral presentation is intended to supplement the written application, and provide an opportunity for applicants to further explain their projects. The oral presentations will be conducted through video teleconferencing; however, requests for a telephone-only conference will be considered, provided the applicant describes why video teleconferencing is a barrier that cannot be overcome with technical assistance provided through EPA as noted in Section I.E. Pre-recorded presentations that lack real-time interaction will not be allowed. EPA will also provide interpretive services for the oral presentation upon request.

Further instructions and details about the oral presentation (e.g., date, time, requirements, limitations and / or prohibitions on the use of written material or other media to supplement the oral presentations, the time permitted for each oral presentation) will be provided to those applicants selected to participate in an oral presentation. EPA will maintain a record of the oral presentation (e.g., transcription) and relevant information from the oral presentation may be incorporated into the grant award terms and conditions as appropriate.

Applicants are responsible for determining who will represent them at the oral presentation, but it must include a representative(s) of the Lead Applicant and should include Collaborating Entity and community representatives as necessary. Contractors, including consultants, cannot attend the oral presentation for the applicant.

The oral presentation will be approximately 45 minutes including an introduction and closing. It is expected it will be conducted by two EPA and / or external reviewers who will evaluate the oral presentation based on the criteria below. The reviewers may ask clarifying questions during the presentation to enhance their understanding of the application, but they will be limited to clarifying issues related only to the areas listed below. The oral presentation cannot be used to change the scope of the applicant's written application, make any substantive changes to it, cure material omissions in the written applications, and / or otherwise revise the written application. The oral presentation will be evaluated on the below criteria.

Oral Presentation Criteria (45 points total)

- **Community Overview:** Can you further elaborate on how you developed the scope and scale of the Project Area as described in Appendix A to help ensure that the project benefits will accrue to residents of disadvantaged communities in the Project Area in an impactful manner and will not be dispersed and minimized throughout the Project Area? What are the greatest needs for these residents within the Project Area, and, if your application is not selected for funding what would be the adverse consequence to them? (9 points)

- **Strategy Rationale:** Why did you select the strategies and projects within the application, and how will they (collectively and individually) transform the Project Area to address environmental and climate justice challenges now and in the future (beyond the three-year grant term)? Also, when the three-year grant term is complete, how will you assess whether the grant was successful in achieving its objectives to benefit the Project Area and what will success look like? (9 points)
- **Community Engagement and Collaborative Governance:** Describe your commitment, as well as that of the Collaborating Entities as described in Section III.A of the NOFO, to efficiently and effectively perform the projects in the application within three years and describe how all entities will work together to achieve the project objectives within the three-year grant performance period. (9 points)
- **Management Capacity:** Explain how you have the programmatic, technical, administrative, and managerial capability, experience, and resources to properly manage the grant consistent with grant regulations and requirements including those in 2 CFR §200 (9 points)
- **Performance Challenges:** What do you anticipate are the greatest challenges to completing the projects in the application within the three-year time frame, and what are your plans for overcoming them? (9 points)

D. Track II Application Review Process and Evaluation Criteria

All eligible Track II application will be evaluated on a 100-point scale using the criteria specified below. **There will be no oral presentation component for the Track II applications.**

Track II applications that score at least 85 points will be referred to the Selection Official for final selection consideration as described in [Section V.E](#) below. Those Track II applications whose total score is below 85 will be ranked by EPA staff and reviewed on an approximately monthly basis by the Selection Official. Those not selected for award during the monthly review will receive notification from EPA and may request a debriefing as explained in the Section VI: Debriefings and Disputes clauses are included in the [EPA Solicitation Clauses](#) incorporated by reference in the NOFO. Applicants may resubmit an application in certain circumstances as noted in [Section II.C](#).

Evaluation Criteria for Track II Applications

Track II applications will be evaluated using the criteria below on a 100-point scale.

Track II Evaluation Criteria

Section	Possible Points
1. Program Objectives	35
2. Project Collaboration and Participation	20
3. Project Linkages	4
4. Budget	8
5. Environmental Results	6
6. CBO Experience & Commitment	5
7. Programmatic and Managerial Capability and Resources	16
8. Past Performance	6
TOTAL	100

1. **Track II Program Objectives (35 points):** Applications will be evaluated based on the quality and extent to which they demonstrate:
 - How the project(s) in the application address the Track II objectives identified in [Section I.H.](#) (10 points)
 - The methods, tools, and trainings, the applicant will use to facilitate the engagement of disadvantaged communities in state and Federal advisory groups, workshops, rulemakings, and / or other public processes, including local, Tribal, and other governmental processes, related to environmental and climate justice. (10 points)
 - How the project(s) in the application address and improve the disadvantaged community's lack of access to, or weak relationships with, governmental entities and changes those relationships to increase points of access for disadvantaged communities with government to work cooperatively to promote environmental and climate justice. (8 points)
 - Will result in governmental entities better understanding the root causes of environmental and climate justice issues that impact disadvantaged communities, so the communities are better prepared to proactively address them before the issues materialize. (7 points)

2. **Project Collaboration and Participation (20 points):** Under this criterion, applications will be evaluated based on the quality and extent to which they:
 - Demonstrate that meaningful input and feedback was considered from the disadvantaged community and other stakeholders in designing and developing the applications and how feedback / input will continue to be obtained and considered during grant performance. (10 points)
 - Describe the facilitation and accountability measures to establish and maintain trust between the disadvantaged community and government officials to ensure the community can collaborate in a meaningful manner on environmental and climate justice issues with governmental bodies. (5 points)
 - Demonstrate the applicant's and Collaborating Entities relationships and history of collaborations with disadvantaged communities, governmental bodies, and other stakeholders to address environmental and environmental / climate justice issues. (5 points)

3. **Project linkages (4 points):** Applications will be evaluated based on the extent and quality to which the proposed project activities support and advance EPA Strategic Plan Goal 2 (Take Decisive Action to Advance Environmental Justice and Civil Rights), Objective 2.1, (Promote Environmental Justice and Civil Rights at the Federal, Tribal, State, and Local Levels).

4. **Budget (8 points):** Under this criterion, applicants will be evaluated based on:
 - The reasonableness of the budget and allowability of the costs for each component / activity of the project and their approach, procedures, and controls for ensuring that awarded grant funds will be expended in a timely and efficient manner to comply with the statutory 3-year project period limitation. (4 points)

- The cost effectiveness of the budget / project in terms of maximizing the share of funds used for the delivery of benefits to disadvantaged communities (both the direct costs of funds passed through for financial assistance as well as associated indirect costs to the greatest extent practicable). (4 points)
5. **Environmental Results (6 points):** Applications will be evaluated based on the quality and extent to which:
- They describe an effective plan, with associated timeframes, for tracking and measuring their progress in achieving the expected project outcomes and outputs for Track II applications including those identified in Appendix F. (2 points)
 - They demonstrate that the project can ensure sustainability of outcomes beyond the three-year grant period, and how they will leverage resources, community support, etc. to facilitate this. (2 points)
 - The quality and specificity of the proposed outputs and outcomes, and how they will lead to the success of the grants, are described. (2 points)
6. **CBO Experience and Commitment (5 points):** The CBO(s) that are either the Lead Applicant and / or Statutory Partner for the grant will be evaluated based on their history and experience as a CBO and the depth of their commitment, connections, and relationships with the disadvantaged communities the application is intended to benefit.
7. **Programmatic and Managerial Capability and Resources (16 points):** The Lead Applicant and Statutory Partner will be evaluated based on their ability to successfully complete, oversee, and manage the award considering:
- Their organizational experience and capacity related to performing the proposed projects or similar activities (e.g., experience in managing projects and activities like those in the application). (4 points)
 - Their resources, capacity, capabilities, staff (e.g., project manager and other key personnel), expertise, and skills to perform and manage the award activities effectively during the three-year award period. For Lead Applicants submitting two applications under this NOFO, this includes how they demonstrate they have the above attributes to perform, manage, and oversee two awards effectively within the three-year award period. (4 points)
 - The milestone schedule for the proposed projects (up to three years) including the breakout of the project activities into phases and timeframes for completion of tasks, and the approach, procedures, and controls for ensuring that the award funds will be expended in a timely and efficient manner while ensuring that costs are eligible, reasonable, and allowable. (3 points)
 - Their legal and financial controls in place, and capacity to manage taxpayer dollars ethically and efficiently as well as the policies and controls for project oversight and program risk. This includes the extent and quality to which the application includes controls to identify waste, fraud, and abuse, and reduce the potential for waste, fraud, and abuse by including plans and policies for program oversight, including confidential reporting (e.g., whistleblower protections). (5 points)

8. **Past Performance (6 points total):** The Lead Applicant will be evaluated based on their ability to successfully complete and manage the proposed projects considering their:

- Past performance in successfully completing and managing the assistance agreements identified in response to Section IV. (3 points)
- History of meeting the reporting requirements under the assistance agreements identified in response to Section IV including whether the applicant submitted acceptable final technical reports under those agreements and the extent to which the applicant adequately and timely reported on their progress towards achieving the expected outputs and outcomes under those agreements and if such progress was not being made whether the applicant adequately reported why not. (3 points)

The focus of this criterion is on the Lead Applicant's past performance and not that of any other Collaborating Entities or contractors / consultants who may be assisting the applicant with performance of the project. In evaluating the Lead Applicant under these factors, EPA will consider the information provided in the application and may also consider relevant information from other sources, including information from EPA files and from current / prior grantors. If you do not have any relevant or available past performance related to federal or non-federal grants, you should state this explicitly in your application (e.g., our organization has no relevant past grants experience). Including this statement will ensure you receive a neutral score for these factors (a neutral score is half of the total points available in a subset of possible points). Failure to include this statement may result in your receiving a score of 0 for these factors.

E. Final Selection Process and Other Factors

The Selection Official will make the final selection recommendations for Track I and II applications based on the evaluation criteria and process described above. In addition, in making the final selection recommendations for award, the Selection Official may also consider any of the "other" factors below.

Further, as noted in Sections I.G and II.A, EPA anticipates making a minimum of fifteen awards for high-ranking applications that include a workforce training project(s) as described in Section I.G. In addition, as noted in Sections II.B and Appendix H, EPA anticipates making a minimum of five awards for high-ranking applications under the Target Investment Area A-Tribes in Alaska (projects benefitting Alaska Tribal lands) that include projects to assess and/or clean up lands conveyed under the Alaska Native Claims Settlement Act that were contaminated at the time of their conveyance from the federal government to an Alaska Native Corporation.

In making the final selection recommendations for award, the Selection Official may consider any of the following "other factors":

1. Geographic diversity to promote a mix of high-scoring applications benefitting disadvantaged communities located in urban, rural, or remote areas, different regions of the country, territories, as well as the geographical nature or impact of the project(s).
2. Program priorities- how the application supports and advances EPA and OEJEER's goals and priorities, including those in EPA's Strategic Plan that focus on environmental climate and justice issues. This may also include considering how the application promotes Community Change Grant program objectives, the depth and extent of community involvement in project development and implementation, the extent and quality to which the project activities will provide impactful benefits

to the residents of disadvantaged communities in the Project Area as defined in Appendix A rather than attenuated benefits spread out throughout a large Project Area, and the priority that the grants must be able to be successfully completed within three years to meet CAA § 138 statutory requirements.

3. Organizational diversity in terms of applicant type and size to ensure a broad representation of applicants receiving awards to improve program effectiveness and equity.
4. Whether the applicant is participating in a federal capacity building program as part of the Thriving Communities Network (please see complete list at [Federal Interagency Thriving Communities Network](#) or the [Rural Partners Network](#)).
5. Whether the projects support, advance, or complement funding related to [Community Disaster Resilience Zones \(CDRZs\)](#) as designated by FEMA.
6. The capacity and capabilities of Lead Applicants, who are selected for two awards under this NOFO, to successfully perform, manage, and oversee both grants within the three-year grant term and the risks posed by multiple awards to successful grant performance.
7. The extent to which the EPA funding may complement or be coordinated with other EPA funding or other Federal and / or non-Federal sources of funds / resources to leverage additional resources to contribute to the performance and success of the grant. This includes but is not limited to funds and other resources leveraged from businesses, labor organizations, non-profit organizations, education and training providers, and / or Federal, state, Tribal, and local governments, as appropriate.
8. Duplicate funding considerations as stated in Section IV of [the EPA Solicitation Clauses](#) incorporated by reference in this NOFO. This includes considering whether funding for the projects in the application is available under the Infrastructure Investments and Jobs Act (IIJA), other IRA programs, or other funding streams and if so the applicant's reasons for seeking funding for these projects under this NOFO.
9. Consistent with the language in Section II.B and Appendix H for Target Investment Area A-Tribes in Alaska (projects benefitting Alaska Tribal lands), whether an application includes projects to assess and/or clean up lands conveyed under the Alaska Native Claims Settlement Act that were contaminated at the time of their conveyance from the federal government to an Alaska Native Corporation.
10. Availability of funds.

In addition, because the objectives of this NOFO are part of a government-wide effort to address environmental and climate justice concerns and challenges, information pertaining to proposed selection recommendations may be shared by EPA with other Federal, state, local, territorial, or Tribal governmental departments or agencies before final selections are made in order to determine whether potential selections under this NOFO: (1) are expected to be funded by another department or agency to minimize the possibility of duplicate funding, (2) could be affected by permitting, regulatory or other issues involving another department or agency, and / or (3) will complement or can be used to leverage funding and capacity-building by another department or agency to maximize value. Note that this process is separate from the Intergovernmental Review requirements in 40 CFR Part 29.

F. Anticipated Announcement and Federal Award Date

As stated in [Section II.C](#), applications will be reviewed and selected on a rolling basis and may be submitted through November 21, 2024. EPA anticipates it will announce initial selection decisions for awards under this NOFO by March 2024 with the initial awards being made in May / June 2024.

Section VI. Award Administration Information

[\(back to the Table of Contents\)](#)

Note: Additional provisions that apply to this section of the NOFO, including those related to responsibilities under civil rights laws, can be found in the [EPA Solicitation Clauses](#).

A. Award Notification and Disputes

EPA anticipates that the first notification of selected applicants will be made via electronic mail in March 2024 and will continue to be done on a rolling basis. The notification will be sent to the original signer of the application, or the contact listed in the application. This notification, which informs the applicant that its application has been selected, is not an authorization to begin work. The official notification of an award will be made by the EPA Award Official. Applicants are cautioned that only a grants officer is authorized to bind the Government to the expenditure of funds; selection does not guarantee an award will be made. For example, statutory authorization, funding, readiness to perform projects, or other issues discovered during the award process may affect the ability of EPA to make an award to an applicant. The award notice, signed by a grants officer, is the authorizing document and will be provided through electronic mail. The successful applicant may be requested to prepare and submit additional documents and forms that must be approved by EPA before the grant can officially be awarded. The time between notification of selection and finalization of the award agreement can take up to 90 days or longer.

Assistance agreement competition-related disputes will be resolved in accordance with the dispute resolution procedures published in 70 FR (Federal Register) 3629, 3630 (January 26, 2005), which can be found at [Grant Competition Dispute Resolution Procedures](#). Copies of these procedures may also be requested by contacting the person listed in [Section VII](#) of the announcement. Note, the FR notice references regulations at 40 CFR Parts 30 and 31 that have been superseded by regulations in 2 CFR Parts 200 and 1500. Notwithstanding the regulatory changes, the procedures for competition-related disputes remain unchanged from the procedures described at 70 FR 3629, 3630, as indicated in 2 CFR Part 1500, Subpart E.

Non-profit applicants that are recommended for funding under this announcement are subject to pre-award administrative capability reviews consistent with Section 8b, 8c, and 9d of [EPA Order 5700.8: EPA's Policy on Assessing Capabilities of Non-Profit Applicants for Managing Assistance Awards](#). In addition, non-profit applicants selected for awards over \$200,000 may be required to fill out and submit to the grants management office EPA Form 6600.09, United States Environmental Protection Agency Administrative Capability Questionnaire with supporting documents as required in EPA Order 5700.8.

Depending on the projects in the grant award, EPA will impose programmatic terms and conditions to ensure successful and timely grant performance. In addition, if applicants have any questions about whether a proposed project cost is eligible or allowable, they should contact EPA for clarification prior to application submittal.

B. Administrative and National Policy Requirements

Grantees will be subject to administrative and national policy requirements. Note that EPA plans to establish programmatic requirements in the terms and conditions of each grant agreement to implement these administrative and national policy, and other relevant, requirements, which will include but not be limited to: this award is subject to the requirements of the Uniform Administrative Requirements, Cost

Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. EPA also has programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

A listing and description of general EPA regulations applicable to the award of assistance agreements is available on the [EPA Policies and Guidance for Grants](#) page.

Readiness to Perform Requirements: Following selection and before award, EPA may work with selected applicants to ensure that all approvals, requirements, permits, and permissions that are needed to begin performance will, if not already obtained or complied with, be resolved by the time of award, and if not generally within 120 days of award (unless extended by EPA). A term and condition may also state that EPA may terminate the award for the recipients' failure to meet these requirements.

State / Territories Operation and Maintenance: Because of their unique roles, State and territorial governments may receive subawards to help implement specific project activities such as an infrastructure project in which they own the land or where they have governmental technical expertise and staffing necessary to effectively implement activities of an infrastructure or other type of project. The terms of the EPA award will also require, if applicable, that state and territorial subrecipients commit to operation and maintenance funding for any infrastructure constructed or improved on land they own with funding available under the NOFO.

Build America, Buy America Act (BABA): Certain projects under this NOFO may be subject to the Buy America domestic content sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§ 70911-70917). These provisions apply when using Federal funds for the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States. BABA requires that all iron, steel, manufactured products, and construction materials consumed in, incorporated into, or affixed to federally funded infrastructure projects must be produced in the United States. Please consider this information when preparing budget information and your application. The award recipient must implement these requirements in its procurements, and these requirements must flow down to all subawards and contracts at any tier. For more information, consult EPA's Build America, Buy America [website](#). When supported by rationale provided in the Infrastructure Investments and Jobs Act (IIJA) §70914, the recipient may submit a BABA waiver request to EPA. The recipient should request guidance on the submission instructions of an EPA waiver request from their EPA Project Officer. A list of approved EPA waivers is available on the BABA website. In addition to BABA requirements, all procurements under grants may be subject to the domestic preference provisions of 2 CFR §200.322.

Davis-Bacon and Related Acts (DBRA): The Davis-Bacon and Related Acts (42 U.S.C. §§ 3141-3144) set labor standards, including prevailing wages and fringe benefits, and apply to most federally funded contracts for construction of public works. The DBRA labor standards and reporting requirements apply to construction projects assisted with grants authorized by the CAA, including this program, as provided in CAA § 314 (42 U.S.C. § 7614).¹⁶ A term and condition specifying DBRA compliance requirements will be included in the grant agreement.

Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA): The URA applies to acquisitions of property and displacements of individuals and businesses that result from federally

¹⁶ EPA will use the definition of *Construction* in 40 CFR 33.103 to determine whether funding will be for a construction project. That definition defines *Construction* as “. . . erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.”

assisted programs. The URA and Federal Highway Administration's implementing regulations at 49 CFR Part 24 require grantees to follow certain procedures for acquiring property for grant purposes, such as notice, negotiation, and appraisal requirements. The statute and regulations also contain requirements for carrying out relocations of displaced persons and businesses, such as reimbursement requirements for moving expenses and standards for replacement housing. A term and condition specifying URA compliance requirements will be included in the grant agreement.

National Historic Preservation Act (NHPA): Section 106 of the NHPA requires all federal agencies to consider the effects of their undertakings, including the act of awarding a grant agreement, on historic properties. If NHPA compliance is required, necessary Section 106 consultation activities, such as historic or architectural surveys, structural engineering analysis of buildings, public meetings, and archival photographs, can be considered allowable and allocable grant costs. A term and condition specifying NHPA compliance requirements will be included in the grant agreement.

Note that Section 7(c) of the Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. § 793(c)(1)) exempts all actions under the CAA from the requirements of NEPA (National Environmental Policy Act). This Section states: "No action taken under the Clean Air Act shall be deemed a major Federal action significantly affecting the quality of the human environment within the meaning of the National Environmental Policy Act of 1969." Therefore, as a grant program authorized under the CAA, NEPA will not apply to projects funded under the Community Change Grants.

Justice40 Reporting: The activities to be performed under the awards are expected to contribute to the President's goal that 40% of overall benefits of certain federal investments flow to disadvantaged communities (the Justice40 Initiative. See Section I.A). Recipients, therefore, will be expected to report on certain metrics to demonstrate to what extent the activities contribute to the 40% goal. A term and condition specifying reporting of metrics demonstrating the extent to which the grant's activities advance this 40% goal will be included in each grant agreement.

Signage: The activities to be performed under the awards are expected to publicize that they were funded by the U.S. Environmental Protection Agency and the Inflation Reduction Act (e.g., via signs at the place(s) of performance. The award will include appropriate terms and conditions about signage requirements.

Environmental Justice Grant Applicant Database: The Community Change Grants program strives to support as many CBOs that apply regardless of their ultimate success in receiving a grant, by, as appropriate 1) familiarizing applicants with federal grant application requirements, 2) sharing expectations and responsibilities of managing federal grants, 3) providing constructive feedback and recommendations on ways to strengthen unselected applications, 4) helping organizations build sustainability into projects so they continue to grow and develop after the project period is over, and 5) facilitating connections with other potential resources that can help organizations address community needs. To facilitate the achievement of these, all applicants who apply under this NOFO will be added to our Environmental Justice Grant Applicant Database.

Reporting Requirements: Grantees will be subject to both program performance as well as financial and administrative reporting requirements, as described below. Note that EPA will only collect reporting information from the Lead Applicant (rather than from any subrecipients), but each Lead Applicant may need to collect reporting information from subrecipients (e.g., Collaborating Entities, Statutory Partners) to meet these reporting requirements.

Program Performance Reporting: In accordance with 2 CFR § 200.329, each grantee will be subject to program performance reporting requirements. Reporting requirements effective during the period of

performance will be established in the grant agreement's terms and conditions, and reporting requirements effective after the period of performance will be established in a closeout agreement.

During the period of performance, EPA will require each grantee to submit quarterly performance reports within 30 days after the end of each reporting period (and with additional requirements every fourth quarterly report i.e., annually) as well as a final performance report within 90 days after the end of the period of performance. EPA will require that each grantees chief executive officer or equivalent review and submit each of these reports. EPA will use information from these reports as part of program-wide public reporting, except to the extent such information includes confidential business information (CBI) or personally identifiable information (PII) pursuant to 2 CFR § 200.338.¹⁷ Included below is information that EPA may require in these reports.

Financial and Administrative Reporting Requirements: Each grantee will be subject to financial and administrative reporting requirements, which will be included in the grant agreement's terms and conditions ([EPA's General Terms and Conditions](#)). These requirements will include, but not be limited to:

- **Federal Financial Report:** In accordance with 2 CFR § 200.328 and 2 CFR § 200.344, each grantee must submit the Federal Financial Report ([SF-425](#)) at least annually and no more frequently than quarterly. The frequency of reporting and report submission instructions will be specified in the terms and conditions.
- **Financial Records Retention:** In accordance with 2 CFR § 200.334, each grantee will be required to retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the grant award for a period of three years from the date of submission of the final expenditure report. Additional record retention requirements on program income used after the end of the period of performance will be specified in close-out agreements.
- **MBE / WBE Utilization:** When required, each grantee must complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report ([EPA Form 5700-52A](#)) on an annual basis.
- **Real Property Status Report:** In accordance with 2 CFR § 200.329, each grantee must submit a "Real Property Status Report" ([SF-429](#)) to report real property status or request agency instructions on real property that was / will be provided as Government Furnished Property (GFP) or acquired (i.e., purchased or constructed) in whole or in part under a federal financial assistance award.

C. Audit Requirements

In accordance with 2 CFR § 200.501(a), each grantee will be required to obtain a single audit from an independent auditor, if the grantee expends \$750,000 or more in total federal funds in the grantee's fiscal year. Audits will be made public in accordance with the process described in 2 CFR § 200.512. The grantee must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the grantee's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the [Federal Audit Clearinghouse's Internet Data Entry System](#). In addition, each grantee may be subject to additional audit requirements, including but not limited to compliance requirements as part of any compliance supplement to the single audit.

D. Remedies for Non-Compliance

¹⁷ Information claimed as CBI in accordance with this Notice will be disclosed only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

In accordance with 2 CFR § 200.208, 2 CFR § 200.339, and 2 CFR § 200.340, EPA is provided authority for multiple potential responses if a grantee violates the terms of the grant agreement.

E. Program Administration Activities

Under 2 CFR § 200.403 and other applicable provisions of 2 CFR Part 200, Subpart E, costs are allowable under federal awards so long as they are necessary and reasonable for the performance of the grant award. Under this NOFO, consistent with these regulations, program administration activities are allowable costs, with such activities supporting administration of the grant program. Program administration activities include (but are not limited to) conducting due diligence and underwriting financial transactions; establishing and convening advisory councils; conducting program performance and other reporting activities (e.g., expenditures for personnel and equipment to procure technology infrastructure and expertise for data analysis, performance, and evaluation); and supporting, monitoring, overseeing, and auditing subrecipients, contractors, and program beneficiaries.

F. Fraud, Waste, and Abuse Awareness

Recipients of awards under this NOFO need to be alert and sensitive to indicators of fraud, waste, and abuse regarding the use of federal funds under the award. Fraud generally is a false representation about a material fact and can be any intentional deception designed to unlawfully deprive the United States or the EPA of something of value or to secure for an individual a benefit, privilege, allowance, or consideration to which he or she is not entitled. Waste generally involves the taxpayers not receiving a reasonable value for money in connection with any government-funded activities due to an inappropriate act or omission. Most waste does not involve a violation of law; rather, waste relates primarily to mismanagement, inappropriate actions, and inadequate oversight. Abuse generally involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances. Abuse may also include misuse of authority or position for personal financial interests of those of an immediate or close family member or business associate. Abuse does not necessarily involve fraud or violation of always, regulations or grant provisions. Indicators of fraud, waste, and abuse can be found on the EPA Office of Inspector General [website](#). Recipients should report any suspected fraud, waste, and / or abuse to the EPA Project Officer for the award or the EPA Office of Inspector General. Note that EPA Project Officers will refer matters to the EPA Office of Inspector General as appropriate.

G. Quality Management Plans (QMPs) & Quality Assurance Project Plans (QAPPs)

Quality assurance documentation is required for awards that involve environmental information operations. EPA Project Officers will work with all selected recipients on quality assurance (QA) requirements. Once the award is made, if a QMP and / or QAPP is required for the project, the applicant will develop the document and submit for EPA's approval. Selected applicants cannot begin environmental information operations until EPA approves the QMP and / or QAPP.

Environmental Information Operations: A collective term that encompasses the collection, production, evaluation, or use of environmental information and the design, construction, operation, or application of environmental technology. Environmental information includes data and information that describe environmental processes or conditions. Examples include but are not limited to: direct measurements of environmental parameters or processes, analytical testing results of environmental conditions (e.g., geophysical, or hydrological conditions), information on physical parameters or processes collected using environmental technologies, calculations or analyses of environmental information, information provided by models, information compiled or obtained from databases, software applications, decision support tools,

websites, existing literature, and other sources, and development of environmental software, tools, models, methods, and applications.

Quality Management Plan (QMP): The recipient may need to develop a QMP. The QMP describes an organization's Quality Program. Requirements for QMPs are found in the most recent version of EPA's [Quality Management Standard](#). A QMP documents the technical activities to be performed and how the program will integrate QA, quality control, QAPPs, training, etc., into all its environmental information operations.

Quality Assurance Project Plans (QAPP): The recipient may need to develop a QAPP(s). A QAPP describes how environmental information operations are planned, implemented, documented, and assessed during the life cycle of a project. Requirements for QAPPs are found in the most recent version of [EPA's Quality Assurance Project Plan Requirements / Standard Quality Assurance Project Plans \(QAPP\)](#). Quality assurance is sometimes applicable to assistance projects (see 2 CFR 1500.12). Quality assurance requirements apply to the collection of environmental data. Environmental (data are any measurements or information that describe environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology. Environmental data include information collected directly from measurements, produced from models, and compiled from other sources, such as databases or literature. Once the award is made, if a Quality Assurance Project Plan is required for the project, the applicant will have to draft a QAPP prior to beginning work on the project. You must reserve time and financial resources in the beginning of your project to prepare your QAPP and include the cost for developing your QAPP in your Detailed Budget. Selected applicants cannot begin data collection until EPA approves the QAPP.

Section VII. Contact Information

[\(back to the Table of Contents\)](#)

For information or questions about this NOFO, please email: CCGP@epa.gov

Appendix A. Definition of Disadvantaged Communities and Mapping Requirements

(back to the Table of Contents)

Applicants must demonstrate that the projects in their application would benefit a disadvantaged community. EPA is defining disadvantaged community as one that meets at least one of the following criteria:

1. A geographically defined community designated as disadvantaged on the [EPA IRA Disadvantaged Communities Map](#). The map combines multiple datasets (including [CEJST](#) and [EJScreen](#)) that determine whether a community is disadvantaged for the purposes of implementing programs under the IRA. All datasets are assigned values at the Census block group level.¹⁸ Instructions for how to use the map to identify disadvantaged community eligibility are below under the section titled “EPA’s IRA Disadvantaged Community Layer Availability.”
2. A community that falls into one of the following two categories¹⁹:
 - a. A farmworker community comprised of individuals with no fixed work address, who travel from their permanent residence to work in agriculture on a temporary or seasonal basis, and may relocate several times throughout the year. Applicants can demonstrate that a farmworker community is comprised of such individuals by submitting verification documentation from an authorizing governmental entity or through comparable means.
 - b. A Disadvantaged Unincorporated Community (DUC). For purposes of this NOFO, DUCs are generally defined as Census Designated Places²⁰ that lack fixed legally determined geographic boundaries and have certain common characteristics and conditions (e.g., the absence of adequate permanent water, sewer services, or acceptable housing). This includes all areas defined as Colonias by the U.S. Department of Housing and Urban Development (HUD).²¹ Colonias that are not defined by HUD but are identifiable on the “Colonias” layer in EJScreen are also considered DUCs. DUC status can also be demonstrated through submitting localized data that represent similar characteristics. Applicants who seek funding for projects in a DUC Targeted Investment Area should demonstrate eligibility using the DUC criteria listed above. Applicants should direct questions to CCGP@epa.gov regarding verification.

¹⁸ The EPA IRA Disadvantaged Community User Layer Guide includes: 1) All census tracts that are identified as disadvantaged in the [Climate & Economic Justice Screening Tool \(CEJST\)](#); 2) Any census block group that is at or above the 90th percentile for any of EJScreen’s Supplemental Indexes when compared to the nation or state, and / or 3) any geographic area within Tribal lands (including Alaska Native Allotments, Alaska Native Villages, American Indian Reservations, American Indian Off-reservation Trust Lands, & Oklahoma Tribal Statistical Areas), as included in EJScreen. Note: CEJST is a tool used to identify disadvantaged communities in furtherance of the Justice40 Initiative from EO 14008. EPA’s [EJScreen](#) is an environmental justice mapping and screening tool that provides demographic and environmental information at a fine geographic resolution across the United States. The data described above from these tools are used to help ensure that projects benefit disadvantaged communities.

¹⁹ Applicants are encouraged to acknowledge when communities identified in the following two categories overlap with the disadvantaged communities described above.

²⁰ [Census Designated Places](#) (CDPs) are statistical equivalents of incorporated places and represent unincorporated communities that do not have a legally defined boundary or an active, functioning governmental structure.

²¹ [Colonias History – HUD Exchange](#).

Project Area and Project Area Map for Track I Applications

Track I Applications

For Track I applications for geographically defined communities identified as disadvantaged communities on the [EPA IRA Disadvantaged Communities Map](#), applicants must identify the specific census block groups designated as disadvantaged communities that the projects and supporting activities will directly benefit by submitting to EPA one contiguous Project Area Map with an outlined boundary as instructed below. Applicants should note that while they can determine the Project Area for their projects consistent with the instructions in Appendix A and the NOFO, concentrated and compact Project Areas may maximize benefits to the residents of the census block groups designated as disadvantaged communities in the Project Area. Activities spread across a large Project Area may be more dispersed and less impactful to the residents of the census block groups designated as disadvantaged communities in the Project Area.

The Project Area Map should also reflect where each project submitted under the application is located within the Project Area. The Project Area may include multiple census block groups that are designated as a disadvantaged community by EPA as defined above, but the disadvantaged census block groups need not be fully contiguous with each other.

For Track 1 applications addressing farmworker communities or DUCs as defined above, applicants must submit a Project Area Map specifying where the communities and projects designed to benefit them are located. Applications addressing these communities are not required to submit a map showing census block groups designated as disadvantaged.

All projects and activities should be located within the Project Area, except in cases where the project must be located outside of the Project Area to address the localized pollution issue at the source, or where otherwise necessary to ensure that the disadvantaged community will benefit from the project. One such example is if the project addresses water quality issues upstream to benefit a downstream community. While projects and activities may have an incidental benefit to census block groups (or other areas) that are not considered disadvantaged communities, the applicant must demonstrate that the projects' primary benefits will flow to disadvantaged communities in the Project Area.

Applicants may submit a map generated in EPA's EJScreen tool. Applicants also have the option to submit a map in another geospatial format such as a shapefile (.shp), geodatabase (.gdb), or map service.

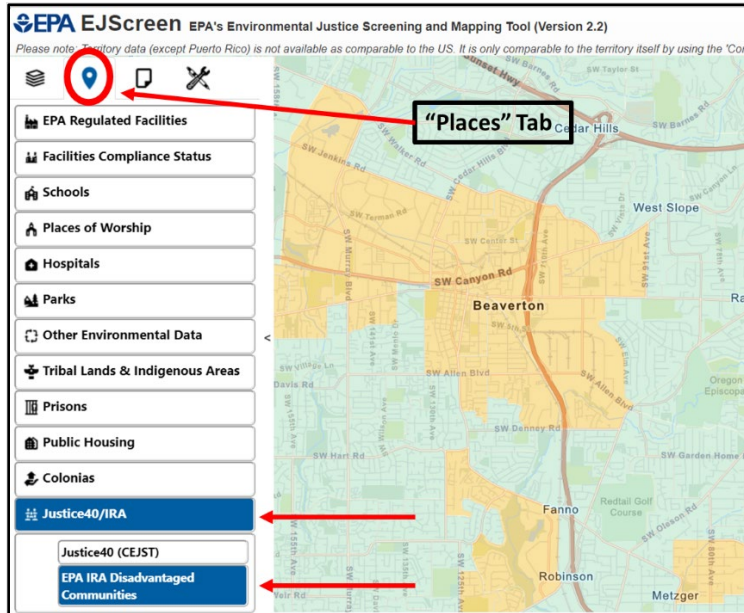
The submitted map should include the following:

- a. The Project Area with an outlined boundary.
- b. Main streets, landmarks, or both.
- c. Community assets (e.g., parks or play areas, schools, community center).
- d. Jurisdictional boundaries, including incorporated and unincorporated areas.
- e. Any other attributes that may provide important context about the Project Area.

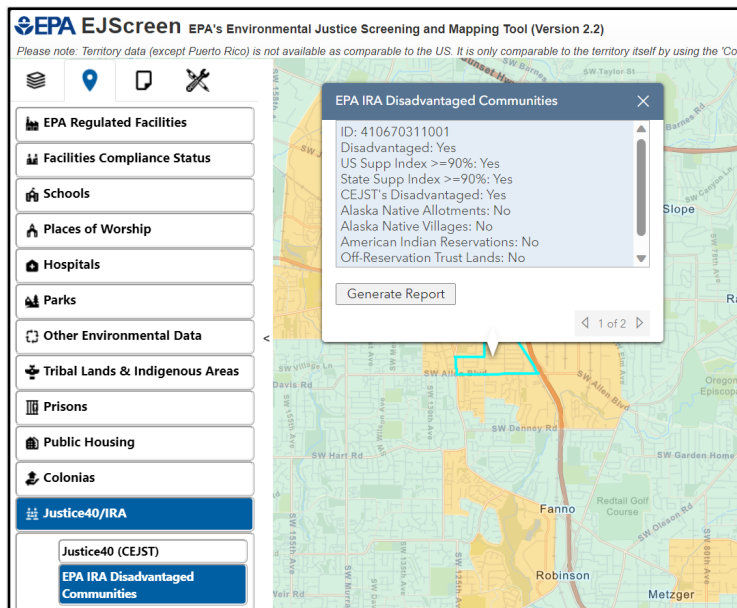
Note: While Track II applications are not required to submit a Project Area Map, as stated in Section III.D and IV.B they must describe and identify the disadvantaged communities that will benefit from the projects.

EPA's IRA Disadvantaged Community Layer Availability

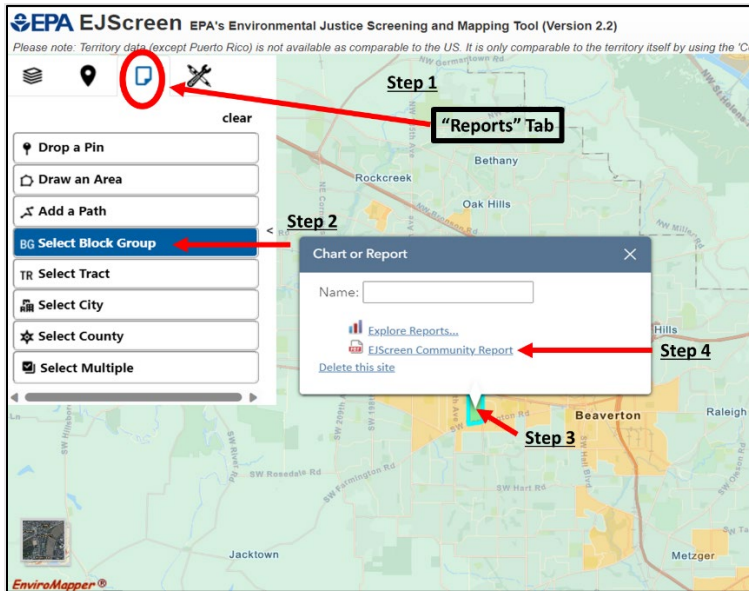
Within EJScreen, EPA's IRA Disadvantaged Community layer can be found in the "Places" tab by clicking the "Justice40 / IRA" category, and then selecting "EPA IRA Disadvantaged Communities." Census tracts designated as disadvantaged by the Climate and Economic Justice Screening Tool (CEJST) are also available in the same category. See screenshots below.



Users can click on the individual block groups to generate a pop-up indicating the criteria that led to the designation. Please see below:



To generate an EJScreen community report, click the “Reports” tab and then “Select Block Group” or “Select Multiple.” Click on the disadvantaged community, and when the pop-up appears, select “EJScreen Community Report.”



For disadvantaged communities that cannot be identified using the “EPA IRA Disadvantaged Communities” layer, applicants must describe the communities and indicate how the project will benefit them. Applicants may use other layers featured in EJScreen to help identify these communities.

If you would like the data products and technical document associated with this map layer, please visit: [Inflation Reduction Act Environmental and Climate Justice Program](#).

Appendix B. Partnership Agreement between the Lead Applicant and Statutory Partner

(back to the Table of Contents)

To be eligible for funding, the Lead Applicant must include in the application a copy of a written and signed Partnership Agreement with the Statutory Partner that is legally binding. At a minimum, the Partnership Agreement must specify the following:

- Who will be the Lead Applicant and the Statutory Partner.
- The Lead Applicant is responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities.
- The Lead Applicant will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
- The roles and responsibilities of the Lead and Statutory Partner for project activities and how disputes between them will be handled and resolved. Please note that EPA is not a party to the Partnership Agreement, and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.
- The Lead Applicant is responsible for compliance and legal issues, and managing risks associated with the project. It must also describe the procedures for replacing a Statutory Partner with another Statutory Partner, and for ensuring the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 3 years. Replacement may be necessary for various reasons including performance issues. Note that replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6).
- The Lead Applicant and Statutory Partner's agreement, if the proposed application is selected for award, to enter a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance and that contains terms and conditions including those above.

Appendix C. Climate Action Strategies and Associated Project Activities

[\(back to the Table of Contents\)](#)

Eligible project activities associated with each Climate Action Strategy identified in Section I.G. of the NOFO could include but are not limited to the following examples. Applicants may propose different activities as long as they are consistent with the applicable Climate Action Strategy as described in Section I.G of the NOFO and are eligible for funding under section 138(b)(2) of the Clean Air Act.

Strategy 1: Green Infrastructure and Nature-based Solutions

Examples:

- **Building climate resilience and carbon sequestration through tree planting**
 - Mitigate urban heat islands through reflective surfaces and shade trees or other vegetation, including preparing planting sites and establishing and caring for trees and other vegetation.
 - Plant trees in public spaces.
 - Plant trees in sites that are strategically selected to shade buildings (i.e., planted within 60 feet of a building).
- **Multi-benefit stormwater projects**
 - Construct permeable surfaces, collection basins, rain gardens, bioswales and other green infrastructure.
 - Restore and / or protect wetlands.
 - Improve urban forest site(s) to create new or more functional planting locations for trees and other vegetation, such as bioswales, which contribute to:
 - Greening to protect and conserve community lands and water;
 - Watershed protection that supports sensitive wildlife habitat and enhances water access.; and / or
 - Replacement of concrete or pavement and restoring spaces to more natural conditions to restore water to the community, reduce flooding, and improve public greenspace.
- **Public parks and open spaces**
 - Create new parks or enhance / expand existing parks to provide climate resilience benefits like heat island reduction and flood mitigation or other demonstrable environmental benefits.
 - Green existing schoolyards to protect vulnerable populations by adding nature-based solutions.

Strategy 2: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience

Examples:

- Construct new, expanded, or enhanced bikeways, walkways, or non-motorized urban trails that reduce vehicle miles traveled and related air pollution by providing safe routes for zero-emission travel between residences, workplaces, commercial and community centers, and schools.
- Implement “[Complete Streets](#)” projects to improve walkability, bike-ability, and transit use, including improved access for people with disabilities. projects to improve walkability, bike-ability, and transit use, including improved access for people with disabilities that reduce vehicle miles traveled and related air pollution.

- Implement climate resilience measures on bikeways or trailways such as raising the elevation or installing permeable pavers to reduce flooding or increasing shade coverage to mitigate extreme heat.
- Conduct the measurement, analysis, design, planning and engineering work necessary to submit a competitive application for state and / or federal funding that will fund large-scale improvements (larger than this competition is able to fund) to significantly reduce a community’s Greenhouse Gas (GHG) emissions and / or improve climate resilience.
- Purchase, lease, or contract for the use of zero-emission vehicles for community car sharing, vanpooling, ride-sharing, and related mobility options.
- Purchase, construct, and / or install infrastructure, equipment, or facilities to create and / or support low or zero-emission transportation options.

Guidelines:

- Transportation projects that involve public transit or improvements to public property should include a governmental agency as a Collaborating Entity that will help perform and oversee the project.

Strategy 3: Energy-Efficient, Healthy, Resilient Housing and Buildings

Examples:

- Install energy efficiency measures such as insulation, double or triple glazed windows, “cool roofs” that reflect sunlight, and energy management systems in public buildings.
- Install ventilation systems to help improve indoor air quality during pollution-related events such as wildfires.
- Install or retrofit homes or multi-family housing with higher-efficiency electric heating, cooling, and cooking systems (e.g., heat pumps, heat pump water heaters, electric and induction stoves, electric clothes dryers).
- Reduce heat island effects by installing cool roofs on homes, multi-family housing, or public buildings.
- Implement other similar projects qualified under [HUD’s Green and Resilient Retrofit Program \(GRRP\)](#). Note that applicants who have received or will receive HUD funding under this program must have internal controls in place to ensure that the same costs are not charged to more than one Federal grant.²²

Guidelines:

- In their Project Narrative, applicants should describe how low-income residents will directly benefit from the project through lower costs and how residents will be trained on how to operate and maintain new technology and equipment, where applicable.
- For projects that will fund home or multi-family housing improvements, applicants should include details of their target tenants or homeowners, such as with those incomes at or below the greater of:
 - For Metropolitan Areas: (1) 80% Area Median Income (AMI) and (2) 200% of the Federal Poverty Level

²² Refer to 2 CFR 200.403(f).

- For Non-Metropolitan Areas: (1) 80% AMI; (2) 80% Statewide Nonmetropolitan Area AMI; and (3) 200% of the Federal Poverty Level
- Applicants may also target community housing (e.g., land bank, housing conservancy, cooperative, or other community-based nonprofit) or public housing for this strategy.
- Applicants should refer to the description of the Community Strength Plan in the NOFO, particularly the need to minimize the risks associated with displacing current residents due to EPA-funded investments for this strategy.

Strategy 4: Microgrid Installation for Community Energy Resilience

Examples:

- Construct microgrid infrastructure.
- Install microgrids with onsite renewable energy generation and storage.
- Install ancillary energy infrastructure necessary to support microgrids.
- Install other energy infrastructure for microgrid operations.

Guidelines:

- The application should include details that demonstrate the extent to which the microgrid will serve the target community, such as: that the microgrid will be used to ensure that reliable power is provided for any community-serving buildings or critical facilities during extreme weather emergencies or any weather-related outages; that the community lacks an external grid, and the microgrid will be used to meet local energy consumption needs during normal or “blue sky” conditions; or where an external grid is available, that the microgrid will be capable of interconnecting with that grid to meet peak energy consumption demands and increase grid reliability.

Strategy 5: Community Resilience Hubs

Examples:

- Assess the most acute climate risks facing a community (e.g., extreme heat, flooding, wildfire), identify where the community has gaps in its resilience strategy, then design a plan to mitigate specific risks by creating or upgrading community facilities to serve as resilience hubs that remain operable during an emergency.
- Purchase and install backup power equipment such as generators or onsite solar and storage at one or more resilience hubs.
- Implement structural and non-structural retrofits to enhance the resilience of the hub (e.g., raise the building elevation to reduce flood risk, improve cooling systems and / or insulation to reduce extreme heat risk).
- Implement wildfire mitigation measures such as retrofitting the hub to reduce flammability, creating a defensible space between the hub and its surrounding environment, and installing air filtration equipment to reduce the risks of smoke inhalation.
- Purchase and install communications devices that can operate even with loss of local power and telecommunications systems.

Guidelines:

- The resilience hubs should be operable during an emergency. Applicants are encouraged to develop plans that will help ensure the facility is operable, including an emergency communications plan,

plan for backup power during emergencies, and agreements and processes for activating the facility in the event of an emergency.

- The community resilience hub should be a community-convening space that provides climate resilience and related resources and services to community residents.
- Applicants should demonstrate how they will work with relevant emergency response organizations to maximize the efficacy and use of the resilience hub.

Strategy 6: Brownfields Redevelopment

Examples:

- Build and / or upgrade existing structures and sites to improve community use while reducing GHG emissions and / or improving climate resilience.
- Implement greening efforts (tree-planting, park construction or renovations, community garden developments, etc.) that mitigate GHG emissions and / or improve climate resilience.
- Install low or zero emission energy infrastructure such as solar and storage.
- Conduct deconstruction and green demolition activities to support adaptive reuse or new construction. Applicants can refer to EPA's Climate Smart Brownfields Manual for information about green demolition activities.
- Acquire land to enable a brownfield redevelopment that has emissions mitigation and / or climate resilience benefits.

Guidelines:

- Redevelopment sites eligible for funding must be consistent with the federal definition of a Brownfield site in 42 U.S.C. 9601(39) as follows: a brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.
- Projects for adaptive reuse should explore and can leverage national and state historic preservation tax credits to maximize funding streams.²³
- In order for a Brownfields Redevelopment project to be eligible, the applicant must demonstrate at time of application submission that all cleanup activities have been completed at the site and / or that cleanup activities are not necessary at the site for the intended use or reuse. This can be demonstrated by, for example, one of the following:
 - A completed Phase I Environmental Site Assessment with no recognized environmental conditions (RECs) at actionable levels;
 - A completed Phase II Environmental Site Assessment with sampling result levels below actionable levels;
 - Lead or asbestos building survey or equivalent environmental or building investigation to determine no likely sources of contamination or hazardous materials will be encountered on site that pose risks to the adjacent community or occupational health and safety risks to workers; or
 - No Further Action letter from the state or Tribal Brownfields response program.

²³ See guidelines for [Tax Incentives for Preserving Historic Properties](#).

Strategy 7: Waste Reduction and Management to Support a Circular Economy²⁴

Examples:

- Implement a community-scale composting program to reduce emissions from food waste that includes an educational campaign to inform Project Area residents about climate benefits of reducing food waste.
- Implement a community-scale recycling program.
- Reduce emissions from food waste by implementing programs that distribute unused food to project area residents.

Guidelines:

- Where relevant, applicants should demonstrate that all inedible food scraps derived from projects are composted, and that other materials are diverted from landfills and support a circular economy.
- Where relevant, project activities should demonstrate how they are using EPA best practices related to the circular economy or other sources of guidance.²⁵ Resources include the [Planning for Natural Disaster Debris](#) guidance and [Sustainable and Resilient Communities Through Solid Waste Investments and Best Practices After Disasters](#).
- Applicants should consider EPA's ranking of [wasted food management pathways](#) and [EPA Waste Management hierarchy](#) for sustainable materials management.

Strategy 8: Workforce Development Programs for Occupations that Reduce GHG Emissions and Air Pollutants

This strategy allows applicants to propose workforce development programs that will help reduce GHG emissions and other air pollutants to benefit disadvantaged communities.

This strategy allows applicants to propose workforce development programs for employment in fields that will help reduce GHG emissions and other air pollutants to benefit disadvantaged communities. A wide range of occupations support the reduction of GHG emissions and air pollutants. Because EPA cannot provide an exhaustive list of such occupations, applicants should describe how their workforce development program will support the reduction of GHG emissions or other air pollutants.

Examples of career pathways that may be part of a workforce development program include but are not limited to: electricians, steamfitters, pipefitters, laborers, and other skilled trades occupations that support building electrification, renewable energy projects, and other similar activities; occupations related to the manufacturing of low- and zero-emission technologies; careers in low- and zero-emissions transportation such as vehicle mechanics supporting electric vehicle technologies; community health and outreach workers that assist households in reducing their emissions and addressing sources of pollution; and other careers related to emissions reduction, such as methane mitigation or agricultural carbon mitigation. Applicants should describe how their workforce development program will support the reduction of GHG emissions or other air pollutants.

Guidelines:

²⁴ A circular economy is generally described as a model of production and consumption, which involves sharing, leasing, reusing, repairing, refurbishing, and recycling materials and products as long as possible and based on three main principles: eliminate waste and pollution, circulate products and materials, and regenerate nature.

²⁵ Refer to EPA's guidance on the [Circular Economy | US EPA](#)

As noted in Section I.G of the NOFO, strong workforce development programs should include the following three features at a minimum:

1. Multi-sectoral partnerships that bring together workforce expertise and enable pathways into high-quality careers.

The foundation of a strong workforce development initiative is a set of partners that represent diverse expertise, community and worker voice, and employer needs. For these programs, applicants may collaborate with organizations with workforce development expertise, such as labor unions, tradeswomen organizations, local workforce development boards (locate yours using this U.S. Department of Labor [search tool](#)), career and technical schools, community colleges, workforce development nonprofits, and other similar organizations.

Examples of the types of expertise and experience that are important for a successful workforce development program include, but are not limited to:

- Technical skills and experience to lead classroom and on-the-job training, including equipping students and individuals with the skills needed to succeed and be safe on the job, including knowledge of new and emerging greenhouse gas and other air emissions-reduction technologies;
- Knowledge of the local, State, and regional labor market and relevant relationships to have a deep understanding of employer hiring, staffing, and skilling needs, emerging trends especially related to the clean energy transition, and considerations for local job quality and worker voice;
- Strong awareness of the barriers individuals in the community face to training and employment, including an understanding of unique barriers specific populations face, and clear strategies for how to address those barriers; and
- Established relationships of trust within the community, including knowledge of relevant history and community dynamics, in addition to meaningful, long-lasting relationships in the community that will support trainee recruitment and participation.

2. High-quality training models that are worker-centered, demand-driven, and lead to good jobs.

Workforce development projects should be focused on training individuals for high-quality, long-term career pathways in family-sustaining jobs, rather than short-term or temporary, low-wage jobs. Applications should demonstrate that the workforce development project fulfills an industry demand in the Project Area and surrounding region, is informed and supported by employers, and has a clear pathway to long-term employment with family-sustaining wages. This will be key to delivering programs that enable true economic mobility for individuals in disadvantaged communities and bolster the capacity of communities to respond to environmental justice concerns in a sustained fashion.

Examples of high-quality, evidence-backed training models are: Apprenticeship readiness programs (or “pre-apprenticeships”) with a connection to one or more Registered Apprenticeship Programs; Registered Apprenticeship Programs (registered via the U.S. Department of Labor (DOL) Office of Apprenticeship or State Apprenticeship Agency); Joint Labor-Management Training Programs; paid internships; partnerships with community colleges or vocational schools that award an industry-recognized credential; and similar models that combine on-the-job learning, classroom learning, and mentorship. DOL has a resource on “high-road training programs” that applicants are invited to review [here](#).

Workforce development programs can serve adult or youth populations. Applicants may consider high-quality youth-serving training models, including: pre-apprenticeship programs that prepare young people to enter Registered Apprenticeship Programs; career and technical education programs (as described by the

[U.S. Department of Education](#)); and other similar models. Please note that applicants may propose programs to be included in the [American Climate Corps](#) (ACC), which is a federal government initiative focused on training young people for high-demand skills for jobs in the clean energy economy. To qualify as an ACC program, the program must provide youth with at least 300 hours of paid skills-based training and / or service. Applicants submitting a workforce development project to be considered for the ACC should note that in their application.

3. Strategies for recruiting and retaining individuals from disadvantaged communities, especially for populations that face disproportionate barriers to employment.

It is a statutory requirement (section 138(b)(1) of the Clean Air Act) for this program to benefit disadvantaged communities. These benefits may include providing opportunities to individuals with barriers to training and / or employment, so they can find long-term employment and economic opportunity in fields associated with air pollutants and GHG reduction. Projects should be designed with comprehensive research and evidence-based strategies for addressing barriers to recruitment, training, employment, and retention. Examples include supportive services to meet the needs of the disadvantaged community, such as childcare and transportation assistance; life skills and basic skills training, such as financial literacy and job readiness, to prepare for a career related to GHG and air pollutant reduction; career services, such as developing individualized employment plans; peer-to-peer mentorship programs to connect experienced workers with new workers to help them learn the job and find a sense of belonging in the workplace; reasonable accommodations consistent with federal equal employment opportunity laws; coaching to support work-based learning; and case workers to support workers with barriers to employment.

Applicants proposing a workforce development project are encouraged to describe the following elements and any additional details identified by the applicant:

- Design of the program, including if the applicant is proposing a high-quality, evidence-backed training model as described above, and a description of the credential(s) the participants will earn.
- Duration of the program and program components, such as time spent in classroom and on-the-job training. Applicants are encouraged to also describe ongoing support participants will receive once they exit the training program and connect to full-time employment to support retention.
- How applicants will engage employers and how the program will connect to high-quality jobs. Applicants can review the federal Good Jobs Principles [here](#).
- Estimated number of participants that will be trained in the program.
- Plan for how the program will recruit participants and how the program will build visibility and trust among residents of the Project Area.
- Curriculum the program will use and how it is informed by industry standards and employer demand.
- Wages or stipends for the duration of the program. Applicants are strongly encouraged to provide reasonable compensation for time spent in training to increase participation and retention.
- Strategies the program will use to meet the needs of populations that experience barriers to training and employment.
- Applicant's approach to administering supportive services to mitigate barriers to training and employment.
- Indicators the program will use to evaluate success as well as the methodology the program will use to track the progress of participants during and after the program. Applicants may review the Six Primary Indicators of Performance used by the public workforce system, as described by the Department of Labor [here](#).

Appendix D. Pollution Reduction Strategies and Associated Project Activities

(back to the Table of Contents)

Eligible project activities associated with each Pollution Reduction Strategy could include but are not limited to the following examples. Applicants may propose different activities as long as the activities are consistent with the applicable Pollution Reduction Strategy described in Section I.G of the NOFO and are eligible for funding under section 138(b)(2) of the Clean Air Act.

Strategy 1: Indoor Air Quality and Community Health Improvements

Examples:

- Remediate or mitigate harmful substances in buildings, including lead, mercury, pesticides, radon, mold, PCBs (caulk, flooring, etc.), lead-based paint, asbestos, and other toxic substances.²⁶
- Install, upgrade, or replace HVAC and / or filtration systems that improve indoor quality in schools, community-serving buildings, and single-and-multifamily homes. These upgrades may be done in conjunction with climate strategies that reduce building GHG emissions.
- Equip community centers and community buildings in agricultural worker communities with decontamination stations (e.g., publicly available shower and laundry stations) to eliminate take-home pesticide exposures.
- Purchase equipment that can enable “do-it-yourself” upgrades using research-based methods, to distribute within communities impacted by smoke.
- Replace wood heaters that do not meet EPA’s New Source Performance Standards with more efficient, cleaner heaters certified by EPA, and independently verified to meet (or to have emissions below) the most stringent Step 2 emission reduction standards described in Standards of Performance for New Residential Wood Heaters, New Residential Hydronic Heaters, and Forced-Air Furnaces heaters.

Strategy 2: Outdoor Air Quality and Community Health Improvements

Examples:

- Reduce exposure from mobile and stationary sources by:
 - developing or expanding vegetative barriers.
 - creating alternate truck route programs to decrease impacts to sensitive communities.
 - providing grants, rebates, or subsidies for households, small businesses, public partners, and community organizations to replace portable diesel equipment such as leaf blowers and lawn mowers with zero-emission alternatives.
 - retrofitting spray booths in local small businesses to reduce VOC contamination from auto body painters.
 - providing grants, rebates, or subsidies for backup battery systems to replace diesel backup generators in homes, public facilities, or small businesses.
- Create clean air zones or low-emission zones such as:

²⁶ The prohibition on using Community Change Grant funding to remediate Brownfields sites does not apply to this activity.

- Encouraging “last-mile” delivery through electric delivery vehicles (e.g., trucks, vans, cargo bikes).
- Electrifying local government-owned fleets providing services to communities (e.g., sanitation trucks, public buses).
- Implementing urban designs that promote air flow and reduce the concentration of pollution along street corridors (e.g., remove or reduce costly parking mandates, reduce idling of diesel vehicles).
- Implement sustainable construction practices such as minimizing dust and emissions during building projects (e.g., electrify equipment, cover construction sites, utilize water sprays, properly manage waste).
- Replace toxic play surfaces that emit harmful pollutants (e.g., tire crumb and certain turfs at schools, community playgrounds, and fields) with non-toxic, permeable options to provide safe places for children to play.
- Develop other policies that promote reductions in air pollution from transportation such as land use and zoning policies that enable households to live in affordable, dense, and vibrant communities within urban and rural areas.

Guidelines:

- Communities seeking funding for zero-emission school buses should encourage their local school district apply to EPA’s \$5 billion [Clean School Bus program](#).

Strategy 3: Clean Water Infrastructure to Reduce Pollution Exposure and Increase Overall System Resilience

Examples:

- Perform targeted infrastructure upgrades such as:
 - Replacing private-side lead lines in a home, childcare facility, school, or other community-serving building during full lead service line replacement²⁷
 - Septic to sewer conversions that connect homes to nearby community water systems.
 - Installing working water fountains at schools and parks where there are no fountains or they are inoperable, malfunctioning, or contaminated.
 - Installing water conservation and efficiency technologies that will allow utilities to better monitor and reduce energy consumption onsite.
 - Installing water reuse technologies that allow for system decreases in both energy and water use efficiencies through water capture, loss prevention, and closed loop approaches.
- Prepare and apply for state and / or federal water infrastructure funding to address larger community needs (e.g., a leak detection and pipe replacement plan, a PFAS action plan, or upgrades to water and wastewater treatment facilities that reduce pollution) by:
 - Assessing the problem through water sampling and monitoring.
 - Developing a plan, which could include the necessary design and engineering work.
 - Preparing an application for federal funding to one of several sources such as to EPA’s State Revolving Loan funds.
- Provide emergency interventions such as:

²⁷ [EPA’s Drinking Water Regulations for Lead. Lead Service Lines. Strategies to Achieve Full Lead Service Line Replacement.](#)

- providing recurring point-of-use filters while communities await lead service line replacement.
- providing alternate water supplies for communities and buildings that have contaminated water (PFAS, lead, PCBs, arsenic, nitrates, etc.) in communities with contaminated water systems.
- adopting facility procedures or system upgrades that allow for service flexibilities, mobility, and continuity in the event of an emergency due to climate-related disaster events.

Guidelines:

- The projects should also include a public outreach / education campaign on safe drinking water and / or wastewater, working with the public water system where possible.^{28 29}
- Activities should be coordinated with the EPA funded [Environmental Finance Centers](#) to minimize duplication of effort.

Strategy 4: Safe Management and Disposal of Solid and Hazardous Waste

Examples:

- Purchase equipment for hazardous waste sampling to determine classification.
- Collect, process, recycle, or otherwise dispose of household hazardous waste and electronics programs and infrastructure.
- Conduct compliance oversight for the collection, processing, recycling, storage and disposition of household hazardous waste and electronics.
- Develop or expand hazardous waste collection, recycling, and safe recycling programs and infrastructure.
- Develop or expand safe disposal technologies for hazardous waste.
- Reduce demand for single-use plastic products (by installing public water bottle refill stations and water fountains or implementing community and city-scale water reuse and refill systems), and phasing out single-use products that may be unnecessary.

²⁸ [EPA on Reducing Lead in Drinking Water](#), [EPA Communication Plan 3Ts](#), [Basic Information about Your Drinking Water](#).

²⁹ [Drinking Water Analytical Methods](#).

Appendix E. Job Quality & Equitable Employment Opportunities

[\(back to the Table of Contents\)](#)

It is a priority of the EPA that this grant program supports high-quality, family-sustaining, community-strengthening jobs with the free and fair choice to join a union, consistent with [Executive Order 14082, Implementation of the Energy and Infrastructure Provisions of the Inflation Reduction Act of 2022](#). As such, EPA is interested in funding proposals that have a commitment to creating good jobs and utilizing a diverse, highly skilled workforce, including an emphasis on creating employment opportunities for populations living in communities that are disadvantaged.

This supports the broader goals of environmental justice by making sure federal funds are spent on Climate Action and Pollution Reduction projects that have a commitment to strong labor standards, creating stronger communities where worker, employer, and community needs are collectively met. Characteristics of a good job include strong wages and family-sustaining benefits; worker empowerment and neutrality with respect to union organizing and collective bargaining; work environments that promote worker health and safety; job security; equitable workforce development pathways and opportunities for career advancement; and supportive services, such as childcare and transportation, to support individuals that face barriers to employment; among others. When considering how to support job quality, EPA encourages applicants to review the eight [Good Jobs Principles](#) developed by the U.S. Department of Labor and Department of Commerce. The Department of Labor has produced several resources that help potential applicants understand the Good Jobs Principles and implement them through federal funding programs including: [Good Jobs in Federal Investments: A Toolkit for Employers, Workers, and Government](#); [Good Jobs Initiative Job Quality Check List](#); [Good Jobs in Federal Investments: Data and Reporting Appendix](#).

Grant funding for construction projects under this program is subject to Davis Bacon and Related Acts prevailing wage laws as provided in Section 314 of the Clean Air Act. Beyond this requirement, applicants are encouraged to articulate additional strategies they will use to deliver on the goals outlined above, including ensuring high labor standards and a diverse workforce to benefit the local community where the EPA funded work is taking place. These commitments should be concrete, specific, and measurable rather than vague statements, and may be integrated into EPA's agreement with the recipient through programmatic terms and conditions.

Appendix F. Track I and II Outputs and Outcomes

[\(back to the Table of Contents\)](#)

The term “output” means an environmental activity, effort, and / or associated work product related to an environmental / public health goal and objective that will be produced or provided over a period or by a specified date. Outputs may be quantitative or qualitative but must be measurable during the assistance agreement funding period.

The term “outcome” means the result, effect, or consequence that will occur from carrying out an environmental / public health program or activity that is related to an environmental / public health programmatic goal or objective. Outcomes may be environmental, behavioral, health-related, or programmatic in nature, but must be quantitative. They may not necessarily be achievable within the assistance agreement funding period.

Examples of expected outputs and outcomes for the Track I and II awards under this NOFO include but are not limited to the following as applicable depending on the strategies and projects in the application. Applicants may identify additional outputs and outcomes as relevant to their specific strategies and projects in their application.

Track I Output and Outcome Examples

Strategy	Output Examples	Outcome Examples
Climate Action Strategies		
Strategy 1: Green Infrastructure and Nature-based Solutions	<ul style="list-style-type: none"> ▪ Coastal green infrastructure projects, including blue-green trails (#) ▪ Green / complete streets, sidewalks, bus stops (#) ▪ Green / cool roofs (#) ▪ Area of impermeable surfaces replaced with vegetation (acres) ▪ New parks and / or public green space developed (acres) ▪ New shade tree canopy (square footage, # of shade trees planted) ▪ Area under implementation of low tillage / composting practices (acres) ▪ New community gardens and greenhouses (#) 	<ul style="list-style-type: none"> ▪ Increased green space as measured by square footage of added greenspace ▪ Increased resilience to extreme weather and climate conditions as measured by reduction in flash flooding events, improved groundwater recharge, and cooler ambient temperatures during heat waves ▪ Increased community resilience as measured by reduced damage and recovery costs for infrastructure, property, and cultural resources
Strategy 2: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience	<ul style="list-style-type: none"> ▪ New EVs, bikes / electric bikes, and other low-and-zero emissions vehicles that are available via carsharing / bike sharing programs (#) 	<ul style="list-style-type: none"> ▪ Reduced air pollution from transportation (e.g., GHG reductions, reduced number of days with unsafe air quality for vulnerable populations) ▪ Increased use of public transportation services and

	<ul style="list-style-type: none"> ▪ Streets improved to encourage walkability, bike-ability, and transit use (#, miles) ▪ EVs that can be used as backup power in lieu of diesel generators (#) 	<p>programs that promote electric vehicles, car sharing, and bike sharing</p>
Strategy 3: Energy-efficient, Healthy, Resilient Housing and Buildings	<ul style="list-style-type: none"> ▪ Home energy audits performed (#) ▪ Air sealings completed (#) ▪ Homes insulated (#) ▪ Natural gas appliances replaced with electric equivalents (#) ▪ Mobile homes retrofitted with solar panels and storage (#) ▪ Electrification, weatherization, and HVAC upgrades / replacements of low-income houses, apartments, small businesses, and other community buildings (#) ▪ Energy efficient home-heating appliances installed (#) ▪ Homes or units converted to electric heating (#) 	<ul style="list-style-type: none"> ▪ Lower consumption of home heating fuels (propane, heating oil, natural gas, and wood) and reduction in associated climate pollutants (e.g., black carbon, methane, CO₂), as well as ambient and indoor emissions of Hazardous Air Pollutants and PM_{2.5}. ▪ Decreased incidence of asthma
Strategy 4: Microgrid Installation for Community Energy Resilience	<ul style="list-style-type: none"> ▪ Renewable energy capacity installed (MW) ▪ Battery storage installations (MWh) ▪ GHG emissions reductions (ton CO₂) 	<ul style="list-style-type: none"> ▪ Enhanced resilience during extreme weather events as measured by fewer power disruptions ▪ Increased number of homes connected to a resilient power source
Strategy 5: Community Resilience Hubs	<ul style="list-style-type: none"> ▪ Space built or converted into a community resilient hub (square ft) ▪ Disaster preparedness trainings delivered (#) ▪ Stormwater management flood preparedness training delivered (#) 	<ul style="list-style-type: none"> ▪ Enhanced physical safety during natural disasters as measured by the number of hospitalizations and lives lost among vulnerable populations ▪ Increased community awareness of emergency preparedness
Strategy 6: Brownfield Redevelopment	<ul style="list-style-type: none"> ▪ Impervious surface reduced (square footage) ▪ Community meetings to involve impacted residents (#) ▪ Green demolition activities to support adaptive reuse or new construction (#) ▪ Shade trees planted (#) and new vegetation (square footage) 	<ul style="list-style-type: none"> ▪ Square footage of space redeveloped for resilience purposes, such as heat-reducing shade ▪ New economic opportunities created through the redevelopment of previously polluted land (e.g., number of business or low-income housing units)

<p>Strategy 7: Waste Reduction and Management to Support a Circular Economy</p>	<ul style="list-style-type: none"> ▪ Waste diverted from landfills (pounds / tons) ▪ Waste recycled (pounds / tons) ▪ Food waste composted (pounds / tons) 	<ul style="list-style-type: none"> ▪ Cleaner communities with less trash / waste on land and in waterbodies as measured by litter surveys ▪ Reduced food waste and associated emissions as measured by weight of compost diverted from landfills
<p>Strategy 8: Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants</p>	<ul style="list-style-type: none"> ▪ Individuals in disadvantaged communities that participate in workforce training in sectors related to GHG emissions and air pollution reduction who are currently unemployed, under-employed, or face employment barriers (#) ▪ People in disadvantaged communities hired and retained into high-quality jobs to reduce air pollution and GHG emissions based on participation in a workforce training program (#) ▪ Individuals who receive wages / stipends and supportive services delivered to enable community members' participation in workforce training programs (# individuals receiving such wages / stipends) 	<ul style="list-style-type: none"> ▪ Increased literacy among community members about environmental sectors and skills required to pursue these jobs ▪ Increased number of high-quality workforce training programs, such as pre-apprenticeship and Registered Apprenticeship, in disadvantaged communities ▪ Increased wages, benefits, job quality, and job security for participants in workforce training programs
<p>Alaskan-specific Climate Action Strategies</p>	<ul style="list-style-type: none"> ▪ Renewable generation capacity installed (MW) ▪ Fuel storage facilities repaired (#) ▪ Greenhouses constructed (#) ▪ Portable micro-water treatment systems installed (#) 	<ul style="list-style-type: none"> ▪ Improved water and soil quality so water / land can be used for Alaskan Native traditional uses ▪ Increased access to energy sources with low air pollution and carbon emissions ▪ Protection of cultural resources including environmental habitats
<p>Pollution Reduction Strategies</p>		
<p>Strategy 1: Indoor Air Quality and Community Health Improvements</p>	<ul style="list-style-type: none"> ▪ [Type of] trainings implemented (#) ▪ Classrooms with air cleaners (#) ▪ Houses / schools with upgraded / improved HVAC systems (#) ▪ Homes in which moisture issues have been addressed (#) ▪ Wood appliance upgraded or replaced (#) 	<ul style="list-style-type: none"> ▪ Increased public and environmental health literacy ▪ Decreased incidence of asthma symptoms as measured by doctor visits or school nurse visits for asthma symptoms ▪ Reduced exposure to radon and risk of developing radon-induced lung cancer
<p>Strategy 2: Outdoor Air Quality and Community Health Improvements</p>	<ul style="list-style-type: none"> ▪ Clean air zones or low-emission zones created (#) 	<ul style="list-style-type: none"> ▪ Increased public and environmental health literacy

	<ul style="list-style-type: none"> ▪ Abandoned oil / gas wells plugged (#) ▪ Toxic play surfaces replaced (#) ▪ Community monitoring and alert systems installed to alert households to increasing pollution levels (#) ▪ Wildfire smoke preparedness trainings delivered (#) 	<ul style="list-style-type: none"> ▪ Reduced exposure to PM, carbon dioxide, VOCs, ozone, nitrogen dioxides, and toxics. ▪ Increased skill development and improvements in community capacity to independently assess air pollution reduction options
Strategy 3: Clean Water Infrastructure to Reduce Pollution Exposure and Increase Overall System Resilience	<ul style="list-style-type: none"> ▪ Clean water fountains installed in schools / parks (#) ▪ Full lead service lines replaced for low-income homes (miles) ▪ Private wells tested for PFAS (#) ▪ Stormwater management / flood preparedness trainings delivered (#) ▪ Water efficiency systems installed (e.g., drought mitigation systems, rain capture installations) (#) 	<ul style="list-style-type: none"> ▪ Decreased levels of water contamination and pollution as measured by boil water advisories, lead poisoning, or water quality monitoring results ▪ Increased availability of clean, safe drinking water
Strategy 4: Safe Management and Disposal of Solid and Hazardous Waste	<ul style="list-style-type: none"> ▪ Lead paint remediations completed (#) ▪ Tires diverted from landfills / the environment to disposal facilities (#, weight) ▪ Neighborhoods / cities / residents served through residential waste composting / chipping program (#) ▪ Waste transfer, material reuse, and / or recycling stations installed in underserved communities (#) 	<ul style="list-style-type: none"> ▪ Decreased exposure to toxics and hazardous chemicals ▪ Reduced odors and pathogens ▪ Increased residential waste composting
Strategy 5: Eliminate Harmful Chemicals through Product Replacements	<ul style="list-style-type: none"> ▪ Conventional products replaced with Safer Choice-certified or other EPA recommended products (#, volume, customers impacted) ▪ Units of PFAS food contact materials replaced (#) 	<ul style="list-style-type: none"> ▪ Reduced exposure to hazardous chemicals for those who live and work in and near places with chemical use and application
ANCSA-Specific Pollution Reduction Strategies	<ul style="list-style-type: none"> ▪ Homes served with micro-water treatment systems (#) ▪ Planning documents and Environmental Information Document created (#) ▪ Site assessments and initial cleanups completed (#) 	<ul style="list-style-type: none"> ▪ Improved water and soil quality so water / land can be used for Alaskan Native traditional uses ▪ Protection and preservation of cultural resources including environmental habitats

	<ul style="list-style-type: none"> ▪ Reduced exposure to harmful chemicals and pollutants on Alaskan Native lands through remediation of contaminated lands and buildings (acres of land, # buildings) 	
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Track II Output and Outcome Examples

Outputs

- New policies developed and implemented in response to community recommendations (e.g., through a new advisory council, participatory budgeting) (#)
- Community benefits agreements or memoranda of understanding signed (#)
- Number of community residents who complete a training that builds their capacity to participate in government processes (#)
- Amount of new funding allocated to benefit disadvantaged communities (dollars)
- Number of residents who participate in a community-based participatory research initiative that informs a government process and / or priority (#)
- Research products published with data reflecting community opinions and preferences (#)
- Number of educational forums and / or meetings held between governmental officials and community members (#)

Outcomes

- Increased involvement of individuals from disadvantaged communities in local, state, federal and other governmental environmental public processes
- Expanded knowledge of local, state, federal and other governmental environmental public processes among disadvantaged communities
- Stronger relationships and trust between disadvantaged communities and government entities on matters relating to environmental protection
- More transparent processes for governmental decision-making on environmental protection policies and greater governmental focus on inclusivity
- Increased accountability and community input into governmental decision-making on environmental protection policies
- More informed decisions made, and environmental actions taken, by government bodies to benefit disadvantaged communities
- Enhanced capacity in disadvantaged communities to be involved in local, state, federal, and other governmental environmental public processes
- Increased funding to enable disadvantaged communities to address environmental and climate justice issues
- New environmental or climate policies developed to be responsive to community needs

Appendix G. Budget Template

[\(back to the Table of Contents\)](#)

(This template is optional, and applicants may use a different format for the template).

Category	Description	Total
Personnel		
Fringe Benefits		
Travel		
Equipment		
Supplies		
Contractual		
Construction		
Other (separate by participant support costs, subawards, and other costs)		
Total Direct Costs (sum of the above categories)		
Indirect Costs		
Total Project Costs (sum of direct and indirect costs)		

Guidance for Budget Template

The budget template is an attachment to the application and does not count toward the Project Narrative's page limit as described in Section IV of the NOFO. Applicants should include applicable rows of costs for each budget category in their budget template to accurately reflect the proposed application budget for each year of the grant. EPA provides detailed guidance on budget development in the [Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance](#), but applicants may use other forms instead of this template as long as total costs per category (and specific descriptions of costs) are included.

Applicants must itemize costs related to personnel, fringe benefits, travel, equipment, supplies, contractual costs (including acquisitions of intangible property), construction, and other costs (including subawards and participant support costs) as direct costs. Direct costs plus the indirect costs equal the total project costs. Descriptions of these cost categories are below. Applicants should be aware that if their projects include using federal funds to purchase goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States, they must comply with the Build America, Buy America Term and Condition if they are selected for an award.

To facilitate consideration of an application for partial funding, EPA recommends that applicants separate costs for financial assistance in the program budget by project category, to the extent practicable.

- **Personnel - List all staff positions by title. Give annual salary, percentage of time assigned to the project, and total cost for the budget period.** This category includes only direct costs for the salaries of those individuals who will perform work directly for the program (paid employees of the applicant organization as reflected in payroll tax records). Personnel costs do not include: (1) costs for services of contractors (including individual consultants), which are included in the "Contractual" category; (2) costs for employees of subrecipients under subawards or non-employee program participants (e.g., interns or volunteers), which are included in the "Other" category; or (3) effort that is not directly in support of the proposed program, which may be covered by the organization's negotiated indirect cost rate. The budget table must identify the personnel category type by Full Time Equivalent (FTE), including percentage of FTE for part-time employees, number of personnel proposed for each category, and the estimated funding amounts.
- **Fringe Benefits - Identify the percentage used, the basis for its computation, and the types of benefits included.** Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits may include, but are not limited to, the cost of leave, employee insurance, pensions, and unemployment benefit plans. If the applicant's fringe rate does not include the cost of leave, and the applicant intends to charge leave to the agreement, it must provide supplemental information describing its proposed method(s) for determining and equitably distributing these costs.
- **Travel - Specify the mileage, per diem, estimated number of trips in-state and out-of-state, number of travelers, and other costs for each type of travel.** Travel may be integral to the purpose of the proposed program (e.g., site visits); related to proposed program activities (e.g., attendance at community engagement meetings); or for a technical training or workshop that supports effective implementation of the program activities (e.g., consumer awareness activities). Only include travel costs for employees in the travel category. Travel costs do not include: (1) costs for travel of contractors (including consultants), which are included in the "Contractual" category; or (2) travel costs for employees of subrecipients under subawards and non-employee program participants (e.g., trainees), which are included in the "Other" category. Further, travel does not

include bus rentals for group trips, which would be covered under the “Contractual” category. Finally, if the applicant intends to use any funds for travel outside the United States, it must be specifically identified. All proposed foreign travel must be approved by EPA’s Office of International and Tribal Affairs prior to being taken.

- **Equipment - Identify each item to be purchased that has an estimated acquisition cost of \$5,000 or more per unit and a useful life of more than one year.** Equipment also includes accessories necessary to make the equipment operational. Equipment does not include: (1) equipment planned to be leased / rented, including lease / purchase agreement; or (2) equipment service or maintenance contracts that are not included in the purchase price for the equipment. These types of proposed costs must be included in the “Other” category. Items with a unit cost of less than \$5,000 must be categorized as supplies, pursuant to 2 CFR § 200.1. The budget table must include an itemized listing of all equipment proposed under the program. If installation costs are included in the equipment costs, labor expenses shall be itemized with the detailed number of hours charged and the hourly wage. If the applicant has written procurement procedures that define a threshold for equipment costs that is lower than \$5,000, then that threshold takes precedence.
- **Supplies - “Supplies” means all tangible personal property other than “equipment.” The budget detail should identify categories of supplies to be procured (e.g., laboratory supplies or office supplies).** Non-tangible goods and services associated with supplies, such as printing services, photocopy services, and rental costs must be included in the “Other” category.
- **Contractual - Identify proposed contracts, specifying the purpose and estimated cost for typical contractual services and disaggregating any costs for acquisitions of intangible property.** Contractual services (including consultant services) are those services to be carried out by an individual or organization, other than the applicant, in the form of a procurement relationship. The [EPA Subaward Policy](#) and supplemental frequently asked questions have detailed guidance available for differentiating between contractors and subrecipients. Leased or rented goods (equipment or supplies) must be included in the “Other” category. EPA does not require applicants to identify specific contractors, but if an applicant does so they must demonstrate that the contractor was selected in compliance with competitive procurement requirements in 2 CFR Parts 200 and 1500. Subcontracts are not subawards and belong in the “Contractual” category.

In the budget description, the applicant should list the proposed contract activities along with a brief description of the anticipated scope of work or services to be provided, proposed duration, and proposed procurement method (competitive or non-competitive), if known. Any proposed non-competed / sole-source contracts more than the applicant’s 2 CFR § 200.320(a) micro-purchase threshold (generally \$10,000) must include a justification. Note that EPA rarely accepts proposed sole source contracts for goods and services (e.g., consulting) that are widely available in the commercial market absent a copyright, patent, or equipment warranty requirement or similar restriction that establishes that only one source can provide the necessary good or service; unique qualifications or long-standing relationships with a grantee do not provide an adequate basis for a sole source contract. Applicants must provide the aggregate amount they propose to issue as acquisitions of intangible property as a separate line item in the “Contractual” category. Refer to the [EPA Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) for EPA’s policies on competitive procurements and encouraging the use of small and disadvantaged business enterprises.

- **Construction.**

Include costs for activities that fall under the definition of construction in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103 which defines construction as “. . . erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, **or other improvements to real property**, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.” (Emphasis added). As stated on p. 32 of the **Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance mentioned above:**

Construction costs may include site preparation, demolishing and building facilities, making permanent improvements to facilities or other real property, major renovations of existing facilities, remediation of contamination and related architectural or engineering services. With very few exceptions, recipients carry out construction projects by hiring contractors which typically include a general contractor and an architectural or engineering firm for design work and in some cases purchasing equipment for installation at the site.

Construction costs are to be categorized on the SF 424A budget table as follows:

1. Anticipated costs for hiring general contractors and other contractors performing activities described in the DBE Rule's definition of Construction will be categorized as “Construction”.
 2. Anticipated costs for pre-construction architectural and engineering Services as defined in the DBE rule for design and specifications documents will be categorized as “Contractual”.
 3. Anticipated costs for separately purchased Equipment as defined in the DBE Rule that will be installed in a facility or used to remediate contamination will be categorized as “Equipment”.
 4. Anticipated costs for land acquisition or relocation assistance paid to individuals or businesses will be categorized as “Other”.
- **Other - List each item in sufficient detail for EPA to determine the reasonableness and allowability of the cost.** This category should include only those types of direct costs that do not fit in any of the other budget categories including subawards, participant support costs, and additional costs (e.g., insurance, costs for acquiring real property, rental / lease of equipment or supplies, equipment service or maintenance contracts, and printing or photocopying).
 - **Subawards** - 2 CFR § 200.1 defines a subaward as “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity.” 2 CFR § 200.1 defines a Pass-through entity as “a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program” and a Subrecipient as “an entity...that receives a subaward from a pass-through entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such award.” Identify each major subaward including those with the Collaborating Entities. Applicants must show the individual and aggregate amounts they propose to issue as subawards. Additional guidance is available in the EPA Subaward Policy and below.
 - **Participant Support Costs** - 2 CFR § 200.1 defines participant support costs as “direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training

projects.” EPA regulations at 2 CFR § 1500.1(a)(1) expands the definition of participant support costs to include “[S]ubsidies, rebates, and other payments to program beneficiaries to encourage participation in statutorily authorized environmental stewardship programs.” Additional guidance is available in the [EPA Guidance on Participant Support Costs](#).

Indirect Costs

If indirect costs are budgeted, indicate the approved rate and distribution base. Indirect costs are those incurred by the grantee for a common or joint purpose that benefit more than one cost objective or project and are not readily assignable to specific cost objectives or projects as a direct cost. Indirect costs must be based on a rate approved by the applicant’s cognizant federal agency, or the 10% de-minimus rate authorized by 2 CFR § 200.414(f). Additional indirect cost guidance is available in [Indirect Cost Guidance for Recipients of EPA Assistance Agreements](#) and in Section VI.u, “IDC Competition Clause,” of the [EPA Solicitation Clauses](#).

Notwithstanding this, indirect costs have been capped as described below based on a deviation approved per 2 CFR 200.414:

Limitation on indirect costs for grants and cooperative agreements

- a. In general: Except as otherwise provided by statute, indirect costs charged against any grant and / or cooperative agreement awarded under this NOFO shall not exceed 20 percent of the total amount of the federal award.
- b. Exception: Subsections (a) and (c) shall not apply to Indian Tribes as defined in section 302(r) of the Clean Air Act who serve in the role of direct recipient and / or subrecipient under the program or to Intertribal consortia that meet the requirements of 40 CFR 35.504(a) and (c) even if the Intertribal consortia is eligible for funding as a Community Based Nonprofit Organization.
- c. Treatment of subawards: In the case of a grant and / or cooperative agreement described in subsection (a), the limitation on indirect costs specified in such subsection shall be applied to both the initial direct assistance award amount and any subaward of the federal funds provided under the initial assistance award so that the total of all indirect costs charged to each of the federal awards (i.e., both the initial direct assistance award amount and any subawards) funded under the initial assistance award does not exceed such limitation. As provided in 2 CFR 200.332(a)(2) pass-through entities are responsible for ensuring compliance with the indirect cost limitation by their subrecipients.

Note: This limit does not extend to indirect costs on procurement contracts.

Appendix H. Alaska Tribal Lands Target Investment Area

[\(back to the Table of Contents\)](#)

As noted in Section II.B, this NOFO includes a Target Investment Area for projects benefitting Alaska Tribal lands that are defined as disadvantaged communities in Appendix A. Under this Target Investment Area, EPA is accepting applications that include projects focusing on the clean-up of contaminated lands conveyed through the Alaska Native Claims Settlement Act (ANCSA).

Applications submitted by eligible applicants including Alaska Native Villages (ANVs), Alaska Native Nonprofit Organizations, and Alaska Native Nonprofit Associations for the Alaskan Target Investment Area must include, like all other Track I applications, at least one Climate Action Strategy and at least one Pollution Reduction Strategy and meet the other Track I application requirements in Section I.G of the NOFO, to be eligible for funding. Applicants are not limited to a single project activity under a strategy and may select several project activities associated with a strategy. Note that the for-profit Alaska Native Corporations are not eligible to be Lead Applicants or Statutory Partners for this NOFO. The Climate Action and Pollution Reduction Strategies addressed in applications for the Alaskan Target Investment Area can address either the Climate Action and Pollution Reduction Strategies (and project activities referenced in Appendices C and D) in Section I.G, or any specific Alaskan ones described below under paragraphs 1 and 3. EPA strongly encourages applications that include Pollution Reduction strategy projects to clean up contaminated lands conveyed through ANCSA as addressed in Section 1 below. Consistent with this priority, EPA anticipates making a minimum of 5 awards for high-ranking applications that include projects to assess and/or clean up contaminated lands conveyed under ANCSA in furtherance of the federal government's interest in addressing this historic injustice as noted in Sections II.B and V.E.

1. ANCSA-Specific Pollution Reduction Strategy and Associated Project Activities

This section describes project activities specific to the assessment and cleanup of sites covered by the Contaminated ANCSA Lands Assistance Program. The specific requirements that apply to ANCSA cleanup projects are below.

ANCSA was enacted in 1971 to settle aboriginal claims to public lands through the conveyance of 46 million acres of land to Alaska Native regional and village corporations and the transfer of one billion dollars from the state and federal governments as compensation for lands which could not be returned to Alaska Native ownership. Many of the lands promised and conveyed to corporations pursuant to the settlement in ANCSA were contaminated. The contaminants on some of these lands—which include arsenic, asbestos, lead, mercury, pesticides, polychlorinated biphenyls, and petroleum products—pose health and other concerns to Indigenous Alaskans and communities and are present in quantities above state and federal clean-up levels, negatively impacting subsistence resources and hampering cultural, social, and economic activities.

In 2023, EPA initiated a new [Contaminated ANCSA Lands Assistance Program](#) (ANCSA Program) to assist with addressing contamination on lands conveyed pursuant to ANCSA and provide funding to (1) characterize, assess, and conduct planning and community involvement activities related to these lands and (2) to carry out cleanup activities at ANCSA sites contaminated at the time of conveyance. The statutory authority for the ANCSA Program (Public Law 117-328) states that recipients of grants awarded under the ANCSA Program may use the funding to “. . . supplement other funds provided by the Environmental Protection Agency through individual media or multi-media grants or cooperative agreements.”

Eligible ANCSA project activities:

- Conducting Planning and Developing Site Plans:
 - Planning and site plan development for individual contaminated sites.
 - Where multiple sites are connected through location, infrastructure, or economic, social, and environmental conditions, planning and site plan development can take an area-wide approach for multiple sites. Applicants must demonstrate how work conducted at several sites will benefit the primary site selected for investment. Project Area requirements are outlined in I.D of the NOFO but may be waived for purposes of coordinated cleanup.

- Conducting Site Assessments and Related Activities:
 - Conducting site assessment and sampling activities
 - Developing a Health and Safety Plan, Quality Assurance Project Plan and / or Sampling Plan prior to conducting any environmental sampling and analysis (a requirement for any projects conducting sampling).
 - Submitting samples for analysis to an EPA accredited laboratory. Analytical costs from evaluating site samples.
 - Developing a report of the sample results and conclusions based on analysis (i.e., Conceptual Site Model, Assessment report, Site Inspection or Sampling Summary Report).
 - Supporting planning for future cleanup activities such as analysis of cleanup alternatives.

- Conducting Initial Cleanup Activities:
 - Developing a site cleanup approach and documenting the approach in a Site Cleanup Plan to include agreed upon cleanup endpoints, aligned with Alaska Department of Environmental Conservation (ADEC) cleanup process.
 - If necessary, procuring contract services to conduct cleanup activities such as contaminated material removal, sampling, or health and safety monitoring.
 - Conducting environmental confirmation sampling post-cleanup activities to determine if further action is required. If necessary, planning for next phase of site cleanup.
 - Developing a report documenting removal and / or cleanup activities.

- Conducting Community Engagement Activities:
 - As noted in Section I of the NOFO, all applicants are required to develop a Community Engagement Plan. Effective community engagement is vital to working effectively with Alaska Native communities. Therefore, for ANCSA-related cleanup projects, Community Engagement Plans should include community engagement activities and / or development of culturally sensitive protocols for project implementation of cleanup activities.
 - Costs of conducting community engagement activities, including training for workforce development, youth engagement, elder engagement in documentation of Traditional Knowledge, and other costs associated with meaningfully engaging the community in the project can be included in the proposal budget.

- Compiling Information to Use to Comply with NEPA
 - The projects funded under this NOFO do not require Environmental Information Documents (EID) because EPA awards under this NOFO are not subject to the National Environmental Policy Act (NEPA), under Section 7(c) of the Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 793(c)(1)). However, applicants may seek funding to prepare EIDs as needed to comply with NEPA in connection with other federal grant-funded projects in Alaska. EPA awards under the ANCSA program, for example, are subject to NEPA, as are programs funded by other federal agencies.

Additional Eligibility Requirements for ANCSA-related projects and activities:

Applicants proposing ANCSA-related cleanup projects must provide the following documentation of eligibility in their application. Failure to do so may render the application ineligible for funding. Specifically, applicants must provide the following site-specific information for where the cleanup activities will be performed, demonstrating that the site:

- was conveyed pursuant to ANCSA;
- was contaminated by hazardous substances, pollutants, contaminants, or petroleum at the time of conveyance; and
- is listed on the interim EPA inventory of Contaminated ANCSA Lands (for more information on EPA’s interim inventory and program related to cleaning up contaminated lands conveyed pursuant to ANCSA, visit EPA Region 10’s [website](#)).
- If the applicant is not the owner of the contaminated site(s) to be addressed, EPA will require proof that the landowner will provide access to the site and supports taking action to address contamination.

2. General Alaskan Pollution Reduction Strategies

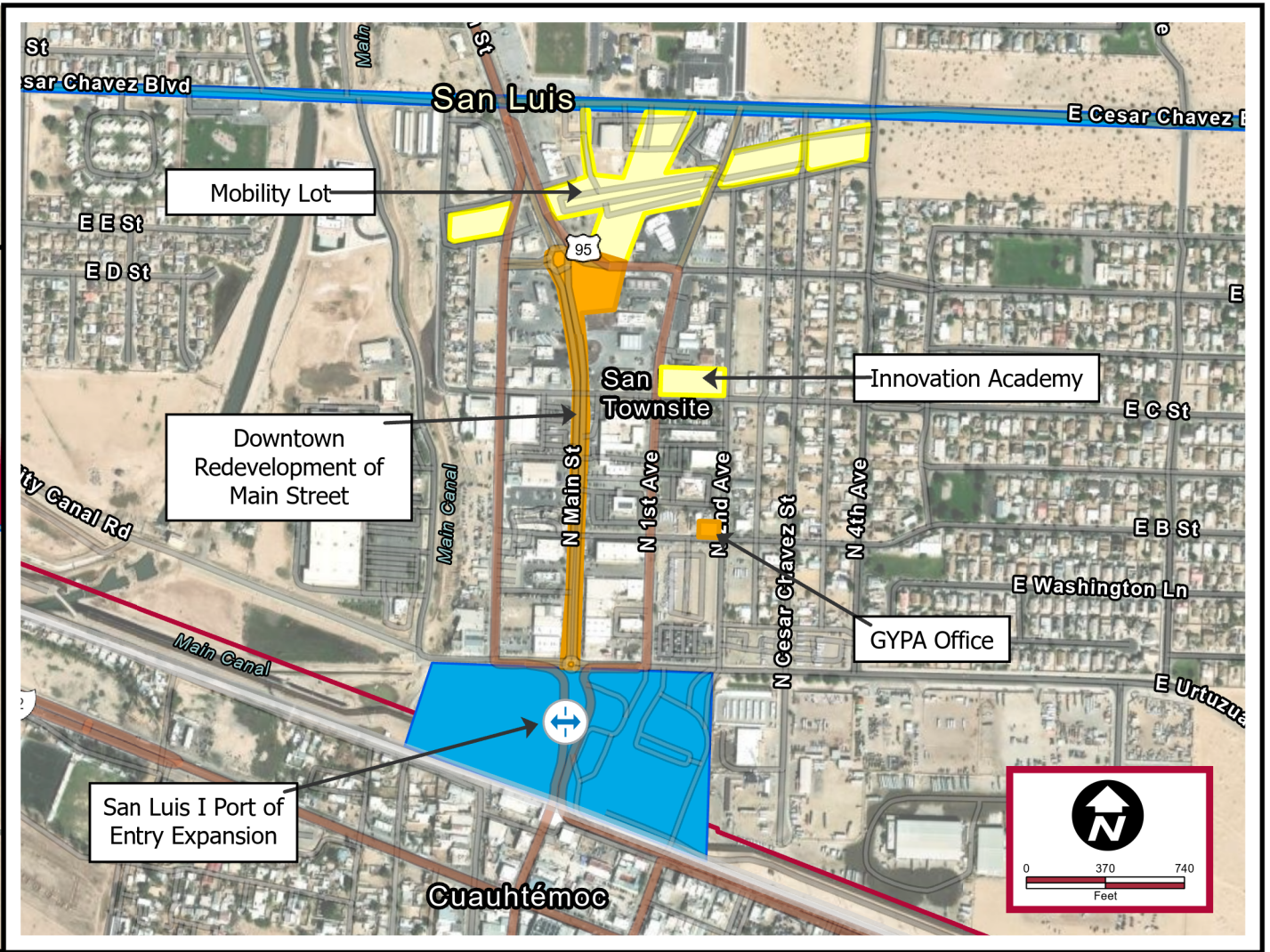
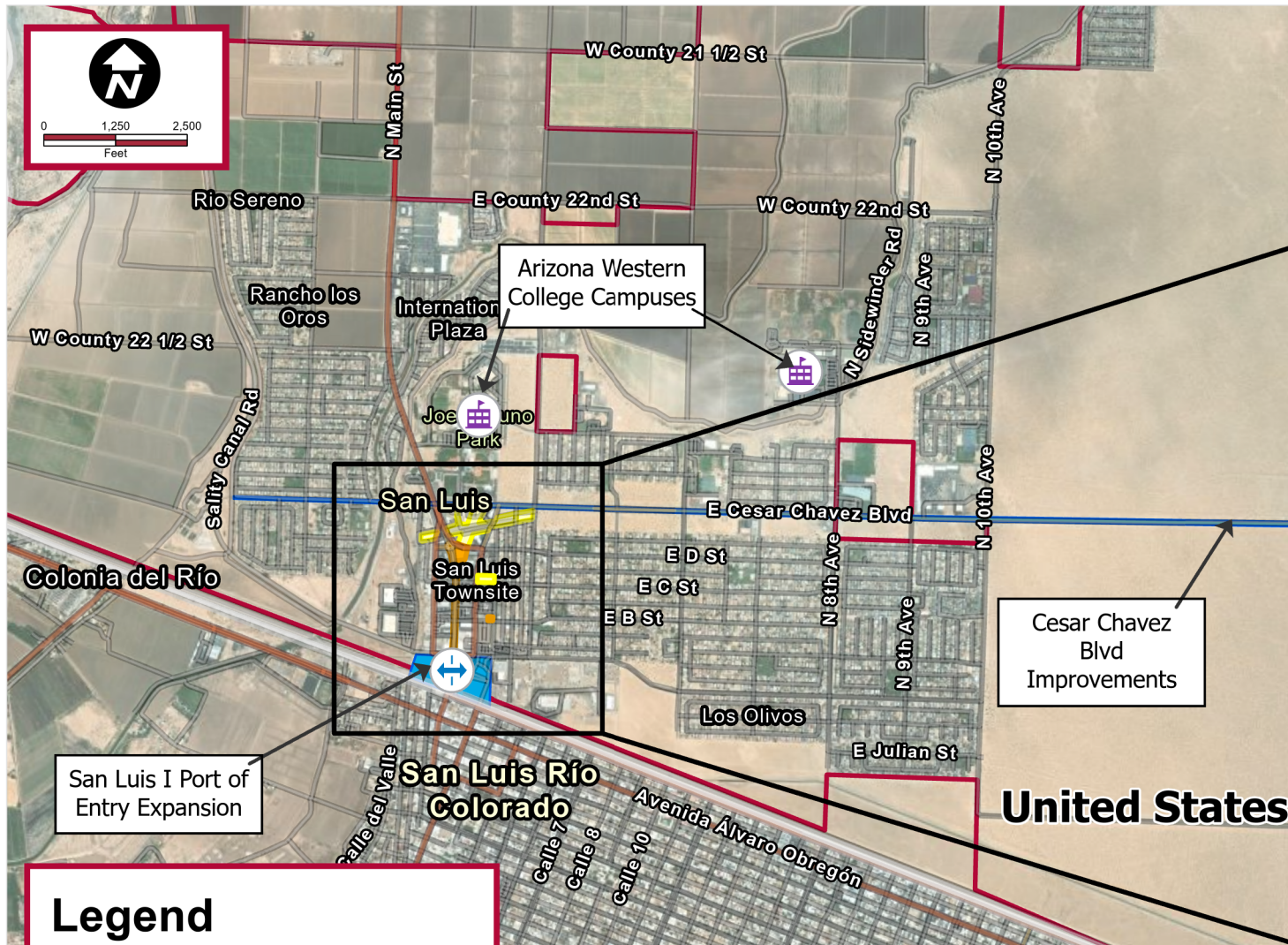
In addition to the ANCSA land contamination projects identified above, applicants for the Alaskan Tribal Lands Target Investment Area may include Pollution Reduction Strategies as identified in Section I.G of the NOFO.

3. Alaska-Specific Climate Action Strategies

Below are examples of additional Alaska-specific Climate Action Strategies and project activities that may be included in applications for the Alaskan Tribal Lands Target Investment Area, which are in addition to the Climate Action Strategies described in Section I.G of the NOFO.

- Community energy resilience, which may include activities such as:
 - Multi-energy systems including renewable (solar, wind, etc.) and traditional (bulk fuel) sources to increase resilience during extreme events and support a clean energy transition.
 - Power system projects, including renewable energy projects, and the construction, repair, and maintenance of fuel storage facilities in rural areas.
- Improving human health and climate resilience, which may include activities such as:
 - Construction of greenhouses that enable sustainable food growth that can promote healthy foods, food accessibility, and food availability.
 - Food storage facilities to enable sustainable access to traditional foods to support places where permafrost degradation is destroying traditional ice cellars. New food storage facilities may be constructed to support the access and availability of traditional foods. Selection of this project component must include a permafrost mitigation strategy.
 - Projects to support new and improved access points to traditional food resources, such as construction of new fishing docks or river / lake boat ramps to allow for improved fishing opportunities in places that have a high reliance on traditional foods, where climate change has degraded access and availability of food sources.
- Permafrost degradation management strategies that may include strategies such as:
 - Source water protection (impacts from landfills, thawing of permafrost, and potential impacts to traditional drinking water sources as well as established drinking water systems).

- Portable micro-water treatment systems applicable to those impacted by emergencies which impact drinking water systems, with the ability to treat water until system repairs are complete or new systems built.
 - Manage and monitor contamination impacting land, food, and water backhaul / removal of waste materials not suitable for disposition in permitted landfills in Alaska.
- Climate emergency management and response strategies that may include activities such as:
 - Purchase of emergency response cargo containers with materials ready to deploy, including four-wheeler, snowmachine, communications, temporary office location, boat, oil spill response materials, smoke management equipment, etc.
 - Development of emergency alert and warning systems for wildfires, flooding and other emergencies stemming from climate change.
- Nature-based resilience strategies that may include activities such as:
 - Restoration of natural systems to help protect coastal communities from the impacts of storms, floods, and other natural hazards.
 - Storm damage prevention and reduction, coastal erosion, and ice and glacial damage stemming from climate change.



Legend

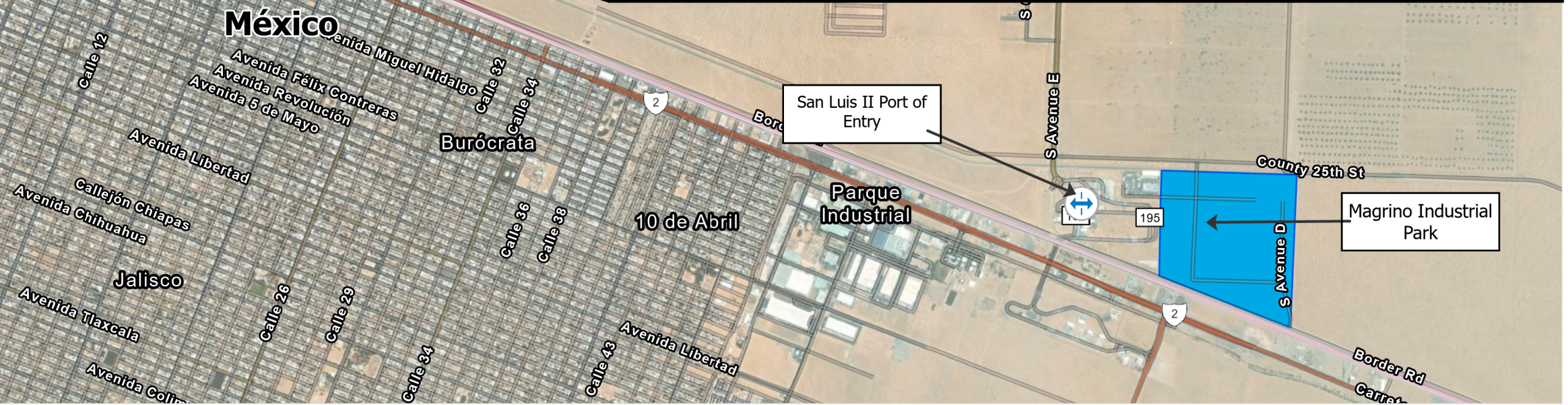
Capital Improvement Projects

Project Status

- Fully Funded
- Future
- Proposed

Sites of Interest

- Adult Learning Centers
- Ports of Entry
- San Luis City Boundary



SAN LUIS, AZ: A BORDER COMMUNITY WITH TWO PORTS OF ENTRY AND ONE VISION FOR REDUCING AIR POLLUTION



ATTACHMENT D PROJECT MAP

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San Luis, AZ: A Border Community with Two Ports of Entry and One Vision for Reducing Air Pollution

City of San Luis Deliverables

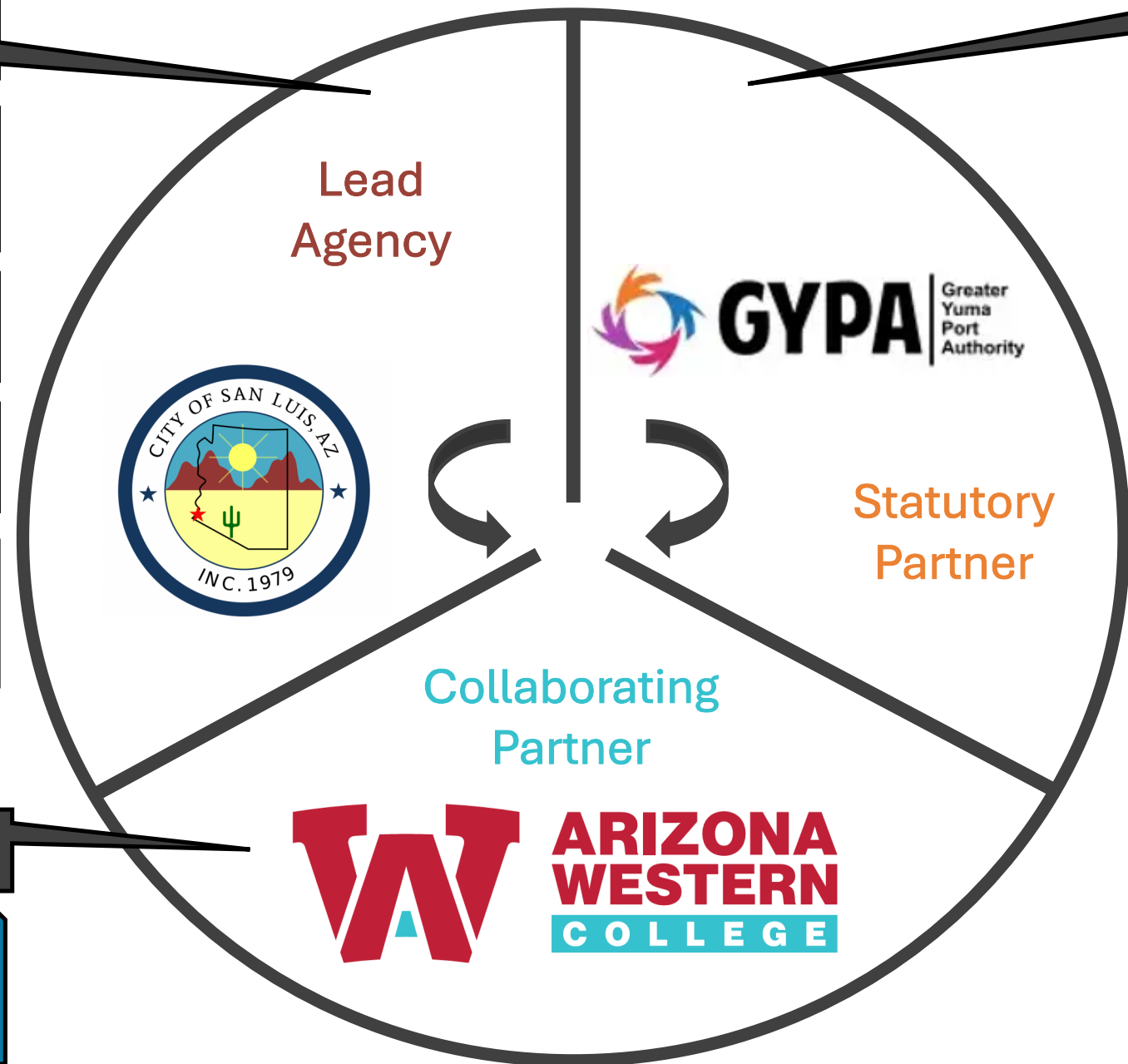
- ❖ Construction of Mobility Lot and Pathways Connecting Main Street and Port of Entry
- ❖ Construction of Innovation Academy Building
- ❖ Workforce Program Eligibility Determinations
- ❖ Procurement and Management of Community Mobility Action Plan

AWC Deliverables

- ❖ Workforce Development Program Development and Facilitation
- ❖ Innovation Academy Operations and Management

GYPA Deliverables

- ❖ Outreach Activities to Community Partners
- ❖ Recruitment of Green Industries
- ❖ Coordination of Community Mobility Action Plan with Partners



Color Key

CLIMATE ACTION STRATEGIES

- #2 Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience
- #6 Brownfield Redevelopment for Emissions Reduction and Climate Resilience
- #8 Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants

POLLUTION REDUCTION STRATEGIES

- #2 Outdoor Air Quality and Community Health Improvements



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 11/13/2024

Department Head: Armando Esparza, Director of Economic Development, Economic Development

Submitted By: Humberto Arcos, Grants Coordinator, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the city's acceptance of funds awarded from the United States Department of Agriculture (USDA) Rural Business Development Grant (RBDG) to empower underserved microentrepreneurs and provide training such as marketing, business planning, and cash flow management. **(Armando Esparza, Director of Economic Development)**

SUMMARY:

The City of San Luis has been awarded \$60,000 in USDA Rural Business Development Grant funding for small business development programs. The US Department of Agriculture ("USDA") Rural Business Development Grant ("RBDG") is a competitive grant aimed at supporting the growth and expansion of small and emerging private businesses in rural areas. Eligible applicants include public bodies, government entities, Indian tribes, and nonprofit organizations serving local communities. The program focuses on promoting economic development and job creation through business opportunity grants and business enterprise grants. The City of San Luis Economic Development Department intends to engage with Local First Arizona to bring the Fuerza Local program to the community. The Fuerza Local Business Accelerator, run by Local First Arizona, is designed to empower underserved microentrepreneurs, particularly within the Latino community. The program offers weekly classes on essential business topics such as marketing, business planning, and cash flow management, all taught in Spanish. Participants are encouraged to save \$1,000 during the program, which is then matched by a scholarship from the Local First Arizona Foundation. This initiative provides critical financial literacy and access to credit at fair market rates through partnering with financial institutions, helping participants build a solid financial foundation for their businesses. The Local First Arizona presented the program to the San Luis Economic Development Commission on October 16th, 2024.

The City of San Luis Economic Development Department seeks input from the City Council to accept the funds awarded by the USDA Rural Business Development Grant and engage with Local First Arizona.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT FUNDS AWARDED FROM THE USDA RURAL BUSINESS DEVELOPMENT GRANT AND APPROVE A BUDGET TRANSFER TO PROVIDE THESE SERVICES.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

Please see the fiscal impact statement.

CITY/STATE/FEDERAL FUNDS:

Please see the fiscal impact statement.

TOTAL:

Please see the fiscal impact statement.

BUDGETED AMOUNT:

Please see the fiscal impact statement.

AVAILABLE AMOUNT TO TRANSFER:

Please see the fiscal impact statement.

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Please see the fiscal impact statement.

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The City is receiving \$60,000 from the grant described in this item. There are no expenditures related to this item.

The General Ledger ("GL") Account originally designated for this Downtown Redevelopment Project was in Economic Development's GL Account 255-210-90010, Project ID 2025008.

The Finance Department created a GL Account named Contractual Services Special Revenue Economic Development and numbered it GL Account 255-135-80000.

With the new GL account, the Economic Development Department is asking the City Council to approve a budget transfer to move the \$60,000 from the former GL Account to the newly created one.

Attachments

2023 Fuerza Local Business Accelerator Impact Report
USDA Grant



FUERZA LOCAL

2023

BUSINESS ACCELERATOR IMPACT REPORT



WELCOME LETTER

Local First's approach to leading economic development in Arizona revolves around a diverse and inclusive Arizona economy- one in which every family can participate. By diversifying Arizona's local business offerings, we keep more money recirculating locally which enables families to have more opportunity to advance economically and build generational wealth.

Arizona must focus on people-driven strategies that enable all Arizonans to be successful. We are building economic resilience by growing entrepreneurs at every stage, and deepening Arizona's economy by growing successful small and mid-sized businesses, which are equally as important as advanced manufacturing and technology firms. Every small business supports a family and every family counts.

Local First has continued to distribute millions of dollars in small business relief aid, along with thousands of hours of small business technical assistance in English and Spanish. Our growing coalition of small businesses is the voice of Arizona.

We graduated 126 Latino entrepreneurs through our Fuerza Local Business Accelerator in 2023 and will graduate 142 more in 2024. Since 2013, Fuerza Local graduates have created hundreds of new businesses and jobs.

Welcome to the future of Arizona! Join us in celebrating entrepreneurship by supporting these outstanding small businesses.



Kimber Lanning - CEO, Local First Arizona

JOIN US IN BEING PART OF THE SOLUTION.

Local First continues to generate forward-thinking solutions for the state's largest economic challenges.

As you will see in our 2023 Fuerza Local Impact Report, the methodology to overcoming our most critical societal issues is baked into our inter-connected programs. Whether you're passionate about the climate crisis, food access, racial equity or rural community development, we want to engage with you for the future of our communities.

Arizona can and should lead the nation in economic resiliency. Together, we are shaping a more inclusive economy as we build with intentional inclusivity. Every Arizonan has a role to play, and every dollar spent with locally owned businesses has a positive impact on Arizona's economy.



ENTERPRISE DEVELOPMENT



Fuerza Local is aimed at under-resourced, Spanish preferred micro-entrepreneurs who have started or are thinking of starting a business, but who would benefit from six months of developing business acumen in the classroom. Developing entrepreneurs is an important part of any economic development strategy and here at Local First, we make entrepreneurship our priority. Local ownership that meets the basic needs of all people drives our economy, provides a diverse array of goods and services, builds local wealth and social capital, functions in harmony with our ecosystem, and encourages healthy communities.

It is our belief that such an economy cannot be fully realized if people are excluded from full and fair participation. Our business accelerators are designed to shape and uphold opportunities for anyone with tenacity and grit to start their own business and grow it into a successful enterprise.

Fuerza Local teaches empowerment through improved credit scores and a deeper understanding of how to access capital and invest it wisely. Most importantly we are creating a web of business professionals and mentors to support and collaborate with our graduates.

Please read more about Fuerza Local and the outstanding enterprises our graduates represent. Buying from one of them not only keeps money recirculating in the local economy; it's an investment in their whole family and neighborhood, which truly creates opportunity for all.



Launched in 2013, the Fuerza Local Business Accelerator was a direct response to the influx of predatory lenders that target low-income, Spanish-preferred Latinos who often lack financial literacy and access to capital. Over the past ten years, the six-month cohort-based program has graduated 1100+ micro-entrepreneurs who have learned marketing essentials, business planning, and cash flow management while gaining critically important financial literacy and building a credit history.

In our most recent survey of a sample 200 graduates of the program have generated \$24,187,500.00 for the local economy.

In 2023, the Fuerza Local Business Accelerator graduated 126 micro-entrepreneurs who wasted no time putting their knowledge to work with 90% of these graduates opening a checking account for the first time in their lives. And despite all the challenges of 2023, 73% of the graduates reported expanding their business last year with 35% hiring new employees, 13% buying company vehicles, and 8% opening a new location while the remaining 22% expanded with new products or services.

SECURING SCHOOL CONTRACTS TO GROW THE BUSINESS



MARIA LUZ PACHECO
MAJESTIC LUX STUDIO
19TH GENERATION
FALL 2022

When Maria Luz Pacheco Canales started her photography business Majestic Lux Studio a few years ago, she went in with a passion for taking photos on film.

Everything else about being a business owner she had to learn. When she saw an ad for Fuerza Local, she immediately submitted an application.

"I had no idea that you had to register the business, get insurance, nothing about business structure," she said. "The program opened many doors for me in the sense that now I have a contract with 17 schools, taking head shots of the students and faculty. My photos are going to be used on the schools' websites. Now the schools see me like a serious, professional business."

A business that began, in part, out of necessity to meet the scheduling needs of her seven children, has blossomed into one that now has employees, a healthy Instagram following and ongoing projects.

She's the first to admit that launching a business, taking an accelerator course, raising kids and studying for her citizenship test was incredibly challenging and exhausting but worth it.

Anyone in a similar situation should take advantage of what Fuerza Local has to offer, Pacheco Canales said. "When you love what you do, it doesn't feel like work," she said. "It's tiring and everything, but there is nothing better than seeing my clients happy and creating that smile."



1,424*

**TOTAL JOBS CREATED BY FUERZA LOCAL
ACCELERATOR GRADUATES**

*GRADUATES STILL REPORTING

GRADUATES SALES INCREASED IN 2023 OVER 2022
(SAMPLE OF 200 GRADUATES ONLY)

\$1,779,506

GRADUATES SALES IN 2023
(SAMPLE OF 200 GRADUATES ONLY)

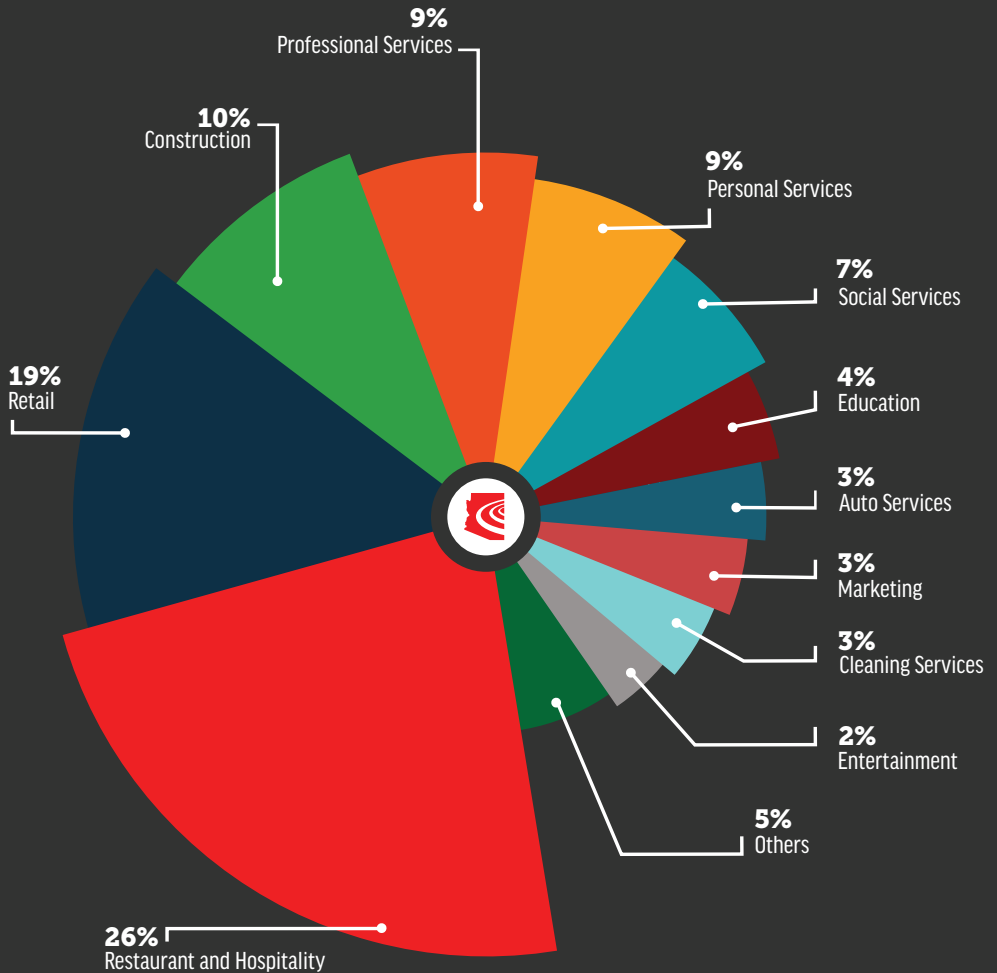
\$24,187,500



FUERZA LOCAL ARIZONA

ACELERADOR DE NEGOCIOS

BUSINESSES BY INDUSTRY



RUBY LOPEZ
WOOD PLAY ALL DAY
20TH GENERATION
SPRING 2023

Ruby Lopez was inspired to start her Montessori playground rental business, Wood Play All Day, after watching her children play and appreciating how they learn.

A mother of three, she has always had an appreciation for learning, and the more she studied, the more she realized that learning takes a variety of forms. "When my daughter comes home, I'm asking her what she did and how she did it because I want to learn," Lopez said of the Montessori way.

Joining Fuerza Local allowed Lopez to advance even more. She wasn't sure how to go about starting a business, but the program put her on the right path, she said. "I thought it was a good idea to take this course because we were starting from scratch. We didn't know what we were getting into," Lopez said. "We wanted to do things on the right foot, and this was a good guide for those who are starting from scratch to learn step by step how to do things right."

From the importance of organization to the development of a business plan to short- and long-term goal setting, Lopez said she came away from the experience with an invaluable set of tools that have helped her develop and grow her business.

Even though she was a beginner, Lopez can see how the program could help business owners at any point in their journey. "This is a program where they will guide you from the beginning to the last, and any questions you have, they are available to answer them," she said. "Fuerza Local has helped me a lot, and can help anyone take their business to the next level."



**A SOLID FOUNDATION TO ENABLE
LEARNING THROUGH PLAY**

BECOMING PART OF SOMETHING BIGGER

FROM GRADUATES TO ADVOCATES

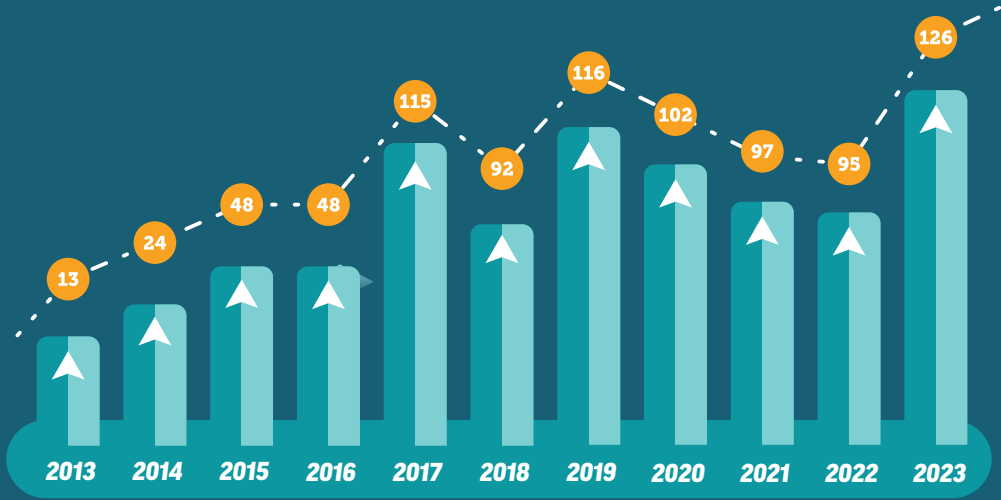
Once participants complete the program, and save \$1,000 in a savings account, they are celebrated at a community graduation ceremony that highlights each of their accomplishments. Each business graduate receives a \$1,000 matching grant from our Foundation, as well as a business membership to Local First Arizona.

Through their membership, each business becomes part of a community of more than 3,000 local business members across the state, giving them the opportunity to build and sustain strong relationships with like-minded business owners.



Fuerza Local graduates also have access to webinars, seminars, and exclusive members-only opportunities and technical assistance, which allows them to continue their education and develop their skills and knowledge.

GRADUATES BY YEAR



IN 2023:

126 BUSINESSES
ENTERED INTO THE
FUERZA LOCAL PROGRAM

90%

OF PARTICIPANTS OPENED A CHECKING ACCOUNT **FOR THE FIRST TIME** WITH A LOCAL BANK OR CREDIT UNION IN 2023

48%

OF ALL GRADUATES OPTED TO GO WITH A LOCAL BANK OR CREDIT UNION

OVERCOMING BARRIERS AND BUILDING A NETWORK



LUPITA FUENTES / GERARDO INIGUEZ
SEGURIDAD LATINA
15TH GENERATION
FALL 2020

When Gerardo Iniguez started Seguridad Latina, he put in untold hours of sweat equity trying to make connections that he thought would help his security system business grow. As the owner of a Spanish-language business looking to serve Arizona's Spanish-speaking population, he would walk neighborhoods, ring doorbells and leave business cards to spread the word about the services he offered.

His partner, Lupita Fuentes, hoped to grow the business by making connections in a different way. She attended Fuerza Local Acelerador de Negocios, a Spanish-language business accelerator that helps entrepreneurs develop or expand their business capabilities. "I was one of the people who told her, 'Don't waste your time on that. It's better to focus on the business,'" Gerardo Iniguez said. "I was wrong."

He started Seguridad Latina after working for a different security company and watching as Spanish-speaking clients accepted contracts that weren't fair or transparent as a result of a language barrier. He didn't realize Fuerza Local could help until he and Fuentes engaged with the program. "If I had known about Fuerza Local when we started, we would not have had so many setbacks and problems on our path," Fuentes said. "I loved the idea that we were local and supporting each other and that for me was a very good thing and was my biggest motivation."

The program helped the couple network with other businesses, provided lessons about best business practices and gave them confidence as business owners aiming to serve an underserved client base. In addition, Fuerza Local was free, a nice perk for entrepreneurs who are constantly reinvesting in their businesses. For Gerardo Iniguez, the Fuerza Local accelerator also showed him that the Arizona business community values Hispanic entrepreneurs so much, it invests in their professional development. "Everything is possible," Fuentes said. "Even though I had already been running the business for years when I entered the business accelerator, I learned and continue to learn every day, every time I go to a meeting or some other event. You always gain knowledge, so you always must be sharing and participating because there is always something different to learn."



73%

**OF 2023 GRADUATES EXPANDED
THEIR BUSINESS**

35%

HIRED NEW EMPLOYEES

13%

BOUGHT COMPANY VEHICLES

8%

**OPENED A
NEW LOCATION**

22%

**EXPANDED WITH NEW
PRODUCTS OR SERVICES**

18%

**OF GRADUATES ARE NOW REGISTERED AS
VENDORS WITH LOCAL GOVERNMENTS**

JOIN THE MOVEMENT

While much was accomplished in 2023, none of it would have been possible without the contributions and support of community members like yourself. And, there is much to be done in 2024.

Will you join us in our mission to build equitable systems for Arizona's local businesses and communities that create a vibrant, inclusive, and sustainable Arizona economy?



Become a Member: localfirstaz.com/coalition-member

Leave a Legacy: localfirstaz.com/legacy

Donate: localfirstaz.com/donate



MARIA Y DAMIAN RODRIGUEZ
SONORA GRANITE
19TH GENERATION
FALL 2022

Damian and Maria Rodriguez started Sonora Granite, a company that installs granite countertops, because they knew Damian could do the work. He had proven it to Maria's former employer when he fixed a countertop that had fallen at a restaurant.

They just weren't very well-versed on the administrative side of business ownership, which is why Maria researched Fuerza Local after seeing an ad for it on TV one evening. "My husband didn't know that we had applied for it and when everything was ready, I told him 'We're going and that's it!'" she said. "As a woman, we want our family to have a better life."

Once in the program, Damian and Maria learned about licensing with the Registrar of Contractors and gained a better understanding of how social media networks could grow their business. "It has helped me a lot," Damian said. "It motivates and inspires you."

Since graduating from Fuerza Local, Maria and Damian have pivoted their business from working with clients through a contractor to working with clients directly, which is a more profitable route.

The couple credits hard work and access to the valuable resources offered through Fuerza Local for getting them to where they are today. "Having patience is important," Damian said. "It's thanks to Fuerza Local that we are doing this."

BUILDING A FUTURE FOR THE NEXT GENERATION



1,020



**TOTAL NUMBER OF GRADUATES
FROM THE PROGRAM 2013-2023**

**ACCUMULATING 3,090
VOLUNTEERS HOURS**

83%

**NUMBER OF FUERZA LOCAL BUSINESS
OWNERS WHO DID BUSINESS WITH
OTHER FUERZA LOCAL GRADUATES**

60%

**OF GRADUATES CONTRIBUTE
TO LOCAL NONPROFITS
AND CHARITIES**



CELEBRATING

1M

1 MILLION DOLLARS
IN SCHOLARSHIPS

LOCAL FIRST INVESTED IN HISPANIC BUSINESSES IN ARIZONA





**FROM BAKER TO SUCCESSFUL
BUSINESS OWNER**

ANILU VICENTE
SHUNKA'S CREATIONS
3RD GENERATION / RURAL
SPRING 2023

YouTube was the most influential instructor for Anilu Vicente, who had dreamed of becoming a cake decorator and pastry chef since she was in elementary school.

"The pastry business captured not only my heart, but also my soul," Vicente said, explaining how she had always wanted to use cakes to create unique memories for people.

The biggest challenge of being self-taught, she said, was navigating a language barrier. It made finding resources more difficult. "I learned through trial and error and with a lot of frustration for not having a guide of what to do," she said. "The good thing is that I have always been positive, and I have had my wife and friend by my side who encouraged me to take risks and go in search of my dreams."

Part of Vicente's search included enrolling in Fuerza Local. There, language was not a barrier. While continuing to hone her skills as a cake decorator, she acquired valuable business skills, most notably related to billing. "One of my biggest mistakes was that I didn't know how to calculate costs," Vicente said. "I only charged for my ingredients but not my labor because I thought that was how it should be."

Fuerza Local showed her how to accurately value her hard work and talent, all at no cost to her.



Since 2003, Local First has passionately worked to build a diverse, inclusive and prosperous Arizona that is resilient, and celebratory of its diverse cultures.

FUERZA LOCAL ARIZONA

NIVEL EJECUTIVO

Launched in 2019, Nivel Ejecutivo is an advanced Spanish language business development program with 28 graduates to date. Nivel Ejecutivo, or 'next level executive' is an executive training program that provides rigorous entrepreneurial education to support business owners on their path to growth and success. It is designed to give business owners access to business knowledge, management skills, and relationships needed for their businesses to flourish in today's competitive marketplace.

The 6-month program includes 15 areas of focus taught by bilingual business professionals who are experts in their field. The curriculum was designed in partnership with a University in Mexico, UNAM.

SUPPORTIVE BUSINESS NETWORK

An additional strategy of Nivel Ejecutivo is creating a network of successful, growing businesses, across sectors, who can rely on each other for inspiration, information and referrals. Once connected, business owners have this revelation: "I don't have to figure it all out alone."

ACCESS TO CAPITAL & CONTRACTING

Nivel Ejecutivo provides opportunities to win contracts with government agencies and anchor institutions, and connects participants with public and private lenders to increase access to capital to grow their business.

BASIC REQUIREMENTS

Applicants must:

- lead a company registered in Arizona
 - have been in business at least 3 years
 - have at least 3 full-time employees on the payroll
OR have total annual gross sales of at least \$300K
- Program tuition is \$500 per applicant





CESAR SALAS
CESAR GRAPHICS
2ND GENERATION NIVEL EJECUTIVO
FALL 2021

Local First Arizona marked two big milestones in 2023: The 20th anniversary of our founding, as well as the 10th anniversary of our Spanish-language business accelerator, Fuerza Local Acelerador de Negocios.

One of the early graduates of Fuerza Local was Cesar Salas. He opened his Phoenix print shop, Cesar Graphics, in 2008 and benefited from the business education that the accelerator provided.

A few years later, Salas wanted to advance further and signed up for Fuerza Local's Nivel Ejecutivo – a no-cost program offering education, development and a business support system for experienced business leaders. “I don't know how to delegate, and that's something I learned when I entered the executive-level program,” Salas said. “I know I still need to learn more, but I am applying what I learned day by day.”

By participating in the program and learning new skills – particularly networking – he said his business has grown by about 15%. And others have noticed. “People want to know more about the program and Fuerza Local,” he said. “I attend other groups and programs trying to network, but I never forget about Fuerza Local. It's something I will always promote.”

Overall, he said the course opened his mind, allowing him to learn how to implement certain practices that he knew he needed to instill in the business. “It's a guide on how to apply what you need to do but don't know how or where to start, so that you can grow your business, have more time, delegate and grow personally and professionally,” Salas said.

CELEBRATING MILESTONES FOR PROGRESS



LILIA MARTINEZ
LAS ISLITAS DE SAN BLAS
14TH GENERATION / SPRING 2020
2ND GENERATION NIVEL EJECUTIVO / FALL 2021

Lilia Martinez was a waitress and manager for 23 years before she made the leap to become an entrepreneur. She had watched owner after owner buy and sell the Mexican restaurant where she worked, causing uncertainty and sometimes loss of income for employees. So in 2018, when another proprietor left, she purchased the Phoenix business and took the reins of Las Islitas de San Blas herself. "I was very fond of the restaurant and loved what I did," Martinez said. "It was the opportunity that I had been waiting on for so many years. I no longer wanted to be an employee. I wanted to be my own boss and improve my financial situation."

Although the first years were difficult, Martinez soon found Fuerza Local and its executive training program, Nivel Ejecutivo. "I recommend that all entrepreneurs and business people seek advice and help before opening a business," she said. "It would have been easier if I had known about Fuerza Local (at the beginning) to avoid so many headaches."

Through the program, Martinez received expert advice on improving her business and didn't feel so alone, she said. Sales at Las Islitas de San Blas have grown 30%, she said. Fuerza Local and Nivel Ejecutivo are programs that "every business person should take," Martinez said. "I have grown enormously on a personal and professional level and opened my mind. In addition, it motivated me to set goals and achieve them, to manage my business better, to create alliances and to meet other businesspeople."

TAKING CHARGE: A NEW CHAPTER IN THE RESTAURANT'S HISTORY



THANK YOU TO OUR 2023 SPONSORS



ARIZONA COMMUNITY
FOUNDATION
Pakis Center for Business Philanthropy



Thank you to these generous organizations, corporations and foundations that proudly supported the work of Fuerza Local in 2023. We could not do this work without their partnership!

APS, SRP, Thunderbirds Charities, City of Avondale, Pakis Family Foundation, Maricopa County, Nunez Law Firm, Avondale Toyota, Arizona Community Foundation

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Photos: Courtesy of Pixnroses Photography and Perfectic LLC.
Their support is greatly appreciated.



UNLEASHING OPPORTUNITY IN ARIZONA

LOCALFIRSTAZ.COM

**407 E. ROOSEVELT ST.
PHOENIX, AZ 85004**

(602) 956-0909

**RURAL BUSINESS DEVELOPMENT GRANT
GRANTEE CERTIFICATIONS**

I certify that this project is located in a rural area as defined by RD Instruction 4280-E, §4280.403, and 7 U.S.C. 1991 (a)(13)(A) and (D) et seq., and the activities provided under this grant will assist and benefit a rural area. In addition, for Enterprise type projects, this grant will benefit small and emerging businesses as defined in RD Instruction 4280-E, §4280.403.

I certify that there is no known relationship or association with a USDA, Rural Development employee, their relatives, or their business or close personal associates.

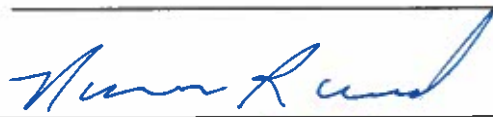
I certify that no conflict of interest exists as outlined in RD Instruction 4280-E, §4280.406.

I certify that Grantee is in compliance with and will continue to comply with all applicable laws: regulations; Executive Orders; and other generally applicable requirements, including those contained in 2 CFR Part 200 and 2 CFR Part 400 in effect on the date of grant approval; and the approved "Letter of Conditions".

I certify that Grantee will comply with the procurement requirements of 2 CFR Part 200 Subpart D, as required in 2 CFR 200.324(c)(2), as well as comply with all applicable State, Local and Tribal laws and regulations relating to contracting and procurement.

Grantee: City of San Luis

BY: _____



Signature

Mayor

Title

09/13/2024

Date

USDA
Form RD 400-4
(Rev. 08-22)

Position 3

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

The

City of San Luis

(name of recipient)

1090 East Union Street, San Luis, AZ 85349

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff :

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, City of San Luis on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

City of San Luis
Recipient

09-13-2024

Date

Attest: Nieves Riedel, Mayor
Title

Nieves Riedel Mayor
Title

RURAL BUSINESS-COOPERATIVE SERVICE FINANCIAL ASSISTANCE AGREEMENT

This Agreement, which includes Attachments A and B, for the Project and Amount described below (the "Project Description") and for the Program identified below, is between the Recipient (you) and the United States of America acting through the Rural Business-Cooperative Service (RBS or we).

Type of Award (mark one): Cooperative Agreement Grant

Program and CFDA Number (select one):

Rural Business Development Grant (RBDG) -10.351 SECD

If "Other" please specify:

I. GENERAL AWARD INFORMATION

1. Recipient Name & Address City of San Luis 1090 Union Street San Luis, AZ 85349-7101	2. UEI No. R89HW83KSNT8
4. Federal Award Identification Number (FAIN)	3. Case No. 02-014-691146603
6. Performance Start Date	5. Award Date
8. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated \$ 60,000.00	7. Performance End Date 09/30/2025
10. Total Project Cost (Budget Approved Amount) \$ 60,000.00	9. Amount of Matching/Other Funds (if applicable) \$ 0.00
12. Indirect Cost Rate (if applicable) N/A	11. Award as Percentage of Total Project Cost 100%
14. Recipient Contact (Name, Title, Contact Info) Mr. Armando Eparza Telephone (928) 341-8584 aesparza@sanluisaz.gov	13. Does this award involve Research & Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	15. Agency Contact (Name, Title, Contact Info) Roxanne Kimm-Yanagi B&CP Specialist (602) 280-8709/roxanne.kimmyanagi@usda.gov

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0570-0067. Public reporting for this collection of information is estimated to be approximately 21 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information.

All responses to this collection of information are voluntary, however in order to obtain or retain a benefit the information in this form is required (citing authority). Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMTRRequests@usda.gov

II. RESPONSIBILITIES

A. Recipient. The Recipient shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 2 CFR parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 CFR §§ 200.300-309.
 - a. **Financial Management.** You must maintain a financial management system in compliance with 2 CFR § 200.302.
 - b. **Internal Controls.** You must maintain internal controls in compliance with 2 CFR § 200.303.
 - c. **Payments.** You must comply with the payment requirements described in 2 CFR § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RBS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.16.
 - d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment B in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment B - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment B. You must report any changes and request prior approvals in accordance with 2 CFR § 200.308.
 - e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 CFR § 200.309.
 - f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$ 0.00 for the Period of Performance of the award. (See 2 CFR § 200.304.)
 - g. **Program Income.** You must comply with the requirements of 2 CFR § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 CFR § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2

CFR § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 CFR § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

2. Procurement, Domestic Preference, and Property Standards.

You must follow the procurement standards requirements in 2 CFR §§ 200.310-.326. Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58.

3. Performance and Financial Monitoring and Reporting. You must follow the requirements in 2 CFR Part 170, including Appendix A, and 2 CFR §§ 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.

a. Form SF-425, “Financial Status Report.” Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

- Semi-Annually: January 1 – June 30 and July 1 – December 31
- Semi-Annually: April 1 – September 30 and October 1 – March 31
- Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

b. Performance Reports. Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

- Semi-Annually: January 1 – June 30 and July 1 – December 31
- Semi-Annually: April 1 – September 30 and October 1 – March 31
- Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

4. Subrecipient Monitoring and Management. You must monitor and manage any subrecipients in accordance with 2 CFR §§ 200.330-.332.

5. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 CFR §§ 200.333-.337.
 6. **Closeout.** You must comply with the closeout requirements in 2 CFR § 200.343.
 7. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 CFR § 200.344 even after the Period of Performance for this Agreement has ended.
 8. **Cost Principles.** You must comply with the provisions in 2 CFR Part 200, most of which are contained in Subpart E.
 9. **Audits.** You must comply with the provisions in 2 CFR Part 200, Subpart F.
 10. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. Your compliance, shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. These data must be available to us for Civil Rights Compliance Reviews. Unless otherwise provided in Attachment A, you must submit to a post-award compliance review conducted after the final disbursement of grant funds have occurred.
 11. **Universal Identifier and Central Contractor Registration.** You must comply with 2 CFR Part 25, including Appendix A. Note that the Central Contractor Registration is now available through the System for Award Management at www.sam.gov.
 12. **Special Conditions.** You must comply with any special conditions identified in Attachment A – Program Addendum.
- B. Rural Business-Cooperative Service (RBS).** RBS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Recipient’s proper request according to Section II.A.1.c.

2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in compliance, we will enforce the terms of this Agreement using the provisions of 2 CFR §§ 200.338-.342.

C. Both Parties. The Recipient and RBS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RBS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Recipient:

CITY OF SAN LUIS

Name (Please Print)

Mayor

Title (Please Print)



Signature

9/13/24

Date

Approved by the United States of America, Rural Business-Cooperative Service by:

CLINTON A. KAASA

Name (Please Print)

ACTING BUSINESS & COOPERATIVES PROGRAM DIRECTOR

Title (Please Print)



Signature

Date

Attachment A – Program Addendum
Attachment B – Approved Work Plan and Budget

Attachment A – Program Addendum

PROGRAM NAME:

- Rural Business Development Grant Program (RBDG)
- Rural Economic Development Grant Program (REDG)
- Rural Microenterprise Assistance Program (RMAP)

AUTHORITY: RBDG (7 USC 1932(c)); REDG (7 USC 940c); RMAP (7 USC 2008s).

APPLICABLE PROGRAM REGULATIONS: RBDG (7 CFR part 4280 subpart E); REDG (7 CFR 4280 subpart A); RMAP (7 CFR part 4280 subpart D).

APPLICABLE FEDERAL REGISTER NOTICE: [INSERT FR REFERENCE]

ADDITIONAL PROGRAMMATIC AWARD PROVISIONS:

RBS and the Recipient agree to the following additional provisions:

Section II, Paragraph A.1.g. is retained and the following language is added:

Program income funds must be spent prior to grantee or Agency funds whenever possible. Otherwise, a program income account must be established and utilized in the following manner:

[INSERT WHAT PROGRAM INCOME CAN BE USED FOR AS RELATED TO THIS SPECIFIC PROJECT. EXAMPLES MAY INCLUDE BUT ARE NOT LIMITED TO, EQUIPMENT MAINTENANCE AND REPAIRS. THE EXPENDITURE OF THESE FUNDS SHOULD BE PROJECT SPECIFIC]:

N/A - No Program income associated with this award.

Real property acquired or improved with Award Funds. (Provide the legal description and/or address of where the real property or other property described in block below is located. Use continuation sheets as necessary.)

N/A - Real Property is not to be acquired or improved with grant funds.

Other property (e.g. equipment) acquired with Award Funds. (Describe each item, estimated useful life, and the value of equipment. Use continuation sheets as necessary.)		
Item	Estimated Useful Life	Value
No equipment is anticipated to be purchased with grant funds.		

Section II, Paragraph A.2 is retained and the following language is added:

In addition, you must list any real property and equipment purchases made with project funds in the tables below. Finally, you must provide status reports on any real property in which we retain an interest, in accordance with 2 CFR § 200.329.

Section II. Paragraph A.5 is retained and the following language is added:

The Recipient, upon request, will provide non-confidential information resulting from its activities to the general public on an equal basis.

Section II. Paragraph A.12 is retained with the following language added:

The following Special Conditions apply to your award:

[INSERT SPECIAL CONDITIONS OR N/A]

N/A

Section II, Paragraph A.13. is added with the following language:

Cost Sharing. You must comply with the requirements of 2 CFR § 200.306. Matching funds must be available at the same time award funds are expected to be spent and

expenditures of matching funds will be pro-rated or ²spent in advance of award funds.

Attachment B- APPROVED WORK PLAN AND BUDGET (The work plan must have time, scope, and outcome entries for each task)

Scope of Work

Rural Business Development Grant

[APPLICANT]

The City of San Luis is applying for a Rural Business Development Grant (RBDG) from USDA, Rural Development (hereafter referred to as "Grantor"). The following Scope of work will be used to measure the performance of the City of San Luis (hereafter referred to as "Grantee").

1) The specific purposes for which grant funds will be utilized:

The City of San Luis will utilize the grant funds to contract Local First Arizona, a non-profit organization that provides entrepreneurship and workforce training. Local First Arizona has a record of helping communities grow their business and turn their ideas into reality. Local First Arizona offers the following services:

*Fuerza Local Business Accelerator Program is part of Local First Arizona. *

- **Fuerza Local Business Accelerator Program:** This six-month program is designed to equip underserved micro-entrepreneurs with essential financial literacy and business development skills. Participants attend weekly classes covering a range of topics, including marketing, business planning, cash flow management, and more. Throughout the program, they acquire crucial financial knowledge.

Students are encouraged to save \$1,000 in their business accounts during the program. These savings are then matched by a scholarship from the Local First Arizona Foundation. Upon graduation, participants have the opportunity to access credit at fair market rates through several partnering financial institutions, regardless of their previous credit history.

- **Creating employment opportunities:** Helping local entrepreneurs start and grow their businesses, Fuerza Local Business Accelerator Program will create more jobs for our community. This in return will reduce unemployment, increase income, and improve living standards.
- **Mitigation:** By providing more opportunities and services to entrepreneurs, Local First Arizona will encourage more people to stay in our community and grow instead of moving to urban areas. This will help preserve our community's culture, identity, and social ties.

October 1, 2024	Launch Recruitment Campaign for Entrepreneurs	Project Coordinator
November 1, 2024	Review and select participants for Fuerza Local Business Accelerator Program	Project Director & Local First Arizona
November 6, 2024	Set Up Fuerza Local Business Accelerator Program in our community	Project Coordinator & Local First Arizona
December 15, 2024	Connect participants with Fuerza Local Business Accelerator Program	Local First Arizona & Project Coordinator
January 1, 2025	Start Fuerza Local Business Accelerator Program	Local First Arizona & Project Coordinator
June 1, 2025	Finish Fuerza Local Business Accelerator Program	Local First Arizona & Project Coordinator
June 15, 2025	Showcase achievements of projects	Project Director & Project Coordinator
July 1, 2025	Evaluate impact of the first cohort	Project Director & Project Coordinator
July 1, 2025	Report outcomes to the grant funder	Project Director & Project Evaluator
July 1, 2025	Plan for sustainability project	Project Director & Project Coordinator

Second Cohort

Date	Task	Responsible Party
March 1, 2025	Launch Recruitment Campaign for Entrepreneurs	Project Coordinator
May 1, 2025	Review and select participants for Fuerza Local Business Accelerator Program	Project Director & Local First Arizona
June 6, 2025	Start Fuerza Local Business Accelerator Program	Project Director & Local First Arizona
July 15, 2025	Set Up Fuerza Local Business Accelerator Program in our community	Local First Arizona & Project Coordinator
August 1, 2025	Connect participants with Fuerza Local Business Accelerator Program	Local First Arizona & Project Coordinator
September 15, 2025	Finish Fuerza Local Business Accelerator Program	Local First Arizona & Project Coordinator
October 1, 2025	Showcase achievements of projects	Project Director & Project Coordinator
October 1, 2025	Evaluate impact of the second cohort	Project Director & Project Coordinator
October 1, 2025	Report outcomes to the grant funder	Project Director & Project Evaluator

October 1, 2025	Plan for sustainability project	Project Director & Project Coordinator
-----------------	---------------------------------	----------------------------------------

3) Who will be carrying out the purpose for which the grant is made (key personnel should be identified).

The grant project will be administered by:

Armando Esparza

Director of Economic Development & Government & Foreign Affairs

Bio: Armando Esparza currently serves as the Director of Economic Development and Government Affairs for the City of San Luis, where he spearheads programs and policies in economic development, grant administration, and business development. His role includes collaborating with various government agencies and officials, at state, regional, and local levels, to foster economic growth. Previously at the Arizona Commerce Authority, Greater Phoenix Economic Council, and Small Business Development Center, Mr. Esparza demonstrated an aptitude for driving business growth, managing diverse client portfolios, and producing impactful marketing strategies. His academic credentials from Arizona State University, coupled with active involvement in economic development associations like the AAED and ACMA, highlight his commitment to fostering economic prosperity and business acumen across diverse communities.

Rogelio Martinez

Office Assistant

Bio: Rogelio Martinez serves as Office Assistant for the San Luis Business Incubator. Mr. Martinez holds a bachelor's degree in business administration from Northern Arizona University and achieved recognition from the International Business Innovation Association (InBIA) for successfully completing the Business Incubation Management Certificate Program. His experience in Customer Service, Management, and Bilingual skills provide the type of support needed for clients to succeed at the San Luis Business Incubator.

Humberto Arcos

Grants Coordinator

Bio: Humberto Arcos is the Grants Coordinator for the City of San Luis, where he oversees the development and implementation of grant projects. He earned his Associate of Arts degree from Arizona Western College and has extensive work experience in the non-profit sector, serving farmworkers and rural communities. He is dedicated to improving the quality of life in his hometown and has outstanding skills in communication, collaboration, problem-solving and project management.

4) How the grant purposes will be accomplished.

The project will be administered by the Project Director/Economic Development Director, who will oversee the overall planning, implementation, and evaluation of the project. The Project Director/Economic Development Director will also be responsible for finalizing the contract with Local

First Arizona. This will establish Fuerza Local Business Accelerator in our community. The Project Director/Economic Development Director will report the outcomes to the grant funder, and plan for the sustainability project. The Project Director/Economic Development Director will work close to the Project Coordinator.

The Project Coordinator will manage day-to-day operations of the project, such as launching the recruitment campaign for entrepreneurs. This includes coordinating the Fuerza Local Business Accelerator and supporting participants and achievements, and showcase achievements of the project.

The Project Evaluator will track and measure the impact of the project using both quantitative and qualitative methods such as the following: surveys, interviews, focus groups, and case studies. The Project Evaluator will prepare and submit a report to the grant funder summarizing the outcomes and lessons learned from the project.

The team expects to achieve the following outcomes and deliverables from the project:

- A cohort of 24 entrepreneurs from our community who will partake in the Fuerza Local Business Accelerator and develop their business ideas into products or services.
- A network of mentors and connections for entrepreneurs, who will provide them with coaching and opportunities to advance their business.
- A showcase of achievements of the project, which will celebrate and promote the Fuerza Local Business Accelerator and its impact on the community.
- An evaluation report of the project will document the impact of the project on the participants, the community, and the Fuerza Local movement.

5) Documentation regarding the availability and amount of other funds to be used in conjunction with the grant funds.

The grantee will contribute \$ 0 to the project. Verification of these funds is provided as follows:

*[Explain the type and source of matching funds, attach copies of letters, bank statements, etc.]
The City of San Luis does not intend to match funds as application stated that no match funding was needed.*

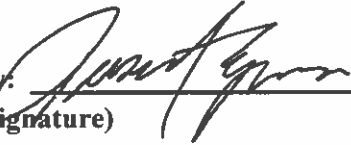
6) **Project Budget by Task.** *Insert additional rows as needed.*

Task #	Task Name and Description	Start Date	End Date	RBDG Funds	Supplemental Funds	Total Project Costs
1	Local First Arizona/ Fuerza Local Business Accelerator Program	10/2024	10/2025	\$60,000.00		\$60,000.00
	TOTAL PROJECT			\$	\$	\$60,000.00

The basis for the \$60,000 budget figure is the estimated cost of the RBDG Funds that are necessary to achieve the project goals. The budget figure was calculated based on adding the direct costs of the project, services provided by Local First Arizona. The budget figure was designed to be realistic, reasonable, and efficient and to demonstrate the impact and value of the project.

This Scope of Work is submitted by the grantee. The grantee agrees that no changes will be made to the Scope of Work without prior written approval by the grantor.

Armando Esparza | City of San Luis

By: , Director of Economic Dev. 04/24/2024
(Signature) (Title) (Date)

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

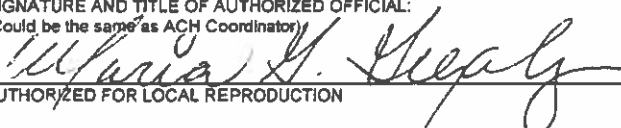
This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION		
FEDERAL PROGRAM AGENCY USDA, Rural Development		
AGENCY IDENTIFIER: 012	AGENCY LOCATION CODE (ALC): 12200408	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS: 230 N 1st Ave, Suite 206		
Phoenix, AZ 85003-1706		
CONTACT PERSON NAME: Roxanne Kimm-Yanagi		TELEPHONE NUMBER: (602) 280-8709
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION	
NAME City of San Luis	SSN NO. OR TAXPAYER ID NO. 860376164
ADDRESS 1090 E. Union Street	
San Luis, AZ 85349	
CONTACT PERSON NAME: Roula Encinas	TELEPHONE NUMBER: (928) 341-8553

FINANCIAL INSTITUTION INFORMATION	
NAME: 1st Bank Yuma	
ADDRESS: 645 N. William Brooks Ave.	
San Luis, AZ 85349	
ACH COORDINATOR NAME: Maria Gonzalez	TELEPHONE NUMBER: (928) 344-2888
NINE-DIGIT ROUTING TRANSIT NUMBER: <u> 1 </u> <u> 2 </u> <u> 2 </u> <u> 1 </u> <u> 0 </u> <u> 5 </u> <u> 9 </u> <u> 0 </u> <u> 6 </u>	
DEPOSITOR ACCOUNT TITLE: City of San Luis	
DEPOSITOR ACCOUNT NUMBER: 0520000005	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator) 	TELEPHONE NUMBER: (928) 344-2888

AUTHORIZED FOR LOCAL REPRODUCTION

Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/ Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/ company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1530-0069), Washington, DC 20503.

Information Request for Compliance Reviews

Mission Area and Program - Recipient and Project ID:							
Service Area Geography:							
	Service Area Population	Participant/Beneficiary Information			Recipient Board of Directors*	Employment Programs**	
		Participants (previous review)	Applicants (current)	Participants (current)		Current Employees	Applicants
TOTAL	35,257						
RACE							
B/AA	969						
AIAN	415						
Asian	27						
NHOPI	8						
White	8,190						
Other**	13,968						
2 or more***	11,680						
ETHNICITY							
Hispanic	31,749						
OTHER DEMOGRAPHICS**							
Disabled	2,539						
Male	18,796						
Female	16,461						
Other Gender Identity	0						
* When the Board of Directors is an integral part of the program							
** These demographics are only required in certain RD programs							
*** Employee demographics are only required when the stated purpose of the Federal funding is to provide employment							

SERVICE AREA GEOGRAPHY: For example, "City of Rural town, State" or "Rural County, State"
SERVICE AREA POPULATION: Demographics of the eligible persons or households for the area being served
APPLICANTS: Demographics of the eligible persons or households applying for program benefits and services
PARTICIPANTS: Demographics of the persons or households selected or approved to receive program benefits and services

DATA LEGEND	
B/AA	Black/African American
AJAN	American Indian or Alaskan Native
NHOPI	Native Hawaiian or Other Pacific Islander



City of San Luis

Economic Development

Dear USDA Program Manager,

Subject: Request for Vendor Change for Rural Business Development Grant

I am writing on behalf of the City of San Luis to formally request a vendor change for our Rural Business Development Grant (RBDG) project, which was originally approved to purchase services from Moonshot AZ for our business incubator program. After further evaluation of the needs of our community, we have identified a better alignment with Local First Arizona's *Fuerza Local* program.

Fuerza Local offers a unique and tailored approach to supporting local entrepreneurs through their six-month business accelerator, which provides weekly instruction, technical assistance, and access to capital for small businesses. We believe that this program will more effectively meet the goals of our incubator and serve the entrepreneurial community in San Luis.

We propose to maintain the same approved \$60,000 budget, with two cohorts, each serving twenty-four businesses. The cost structure will remain unchanged, allowing us to fully execute the grant objectives while providing the added benefit of working with a local vendor experienced in rural Arizona.

We kindly request your approval for this change in vendor from Moonshot AZ to Local First Arizona's *Fuerza Local* program. Should you need any additional information or clarification, please do not hesitate to reach out.

Thank you for your consideration of this request. We are excited about the opportunity to continue this important work with USDA's support and look forward to your response.

Sincerely,

Armando Esparza
Director of Economic Development and Government Affairs
City of San Luis



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 11/13/2024

Department Head: Armando Esparza, Director of Economic Development, Economic Development

Submitted By: Humberto Arcos, Grants Coordinator, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a Memorandum of Agreement (MOA) for the Brownfields Assessment Coalition FY2025 EPA Brownfield Grant Application. **(Armando Esparza, Director of Economic Development)**

SUMMARY:

Yuma County is undertaking a significant project to assess and revitalize underutilized brownfield sites to foster economic and community growth. This report outlines the collaborative efforts between the City of Yuma, Yuma County, Yuma Crossing National Heritage Area (YCNHA), and Elevate Southwest, collectively known as the Yuma Coalition, along with the expertise of Ayres Associates. Funded by the 2021 EPA Brownfield Coalition Assessment Grant, the coalition aims to transform these areas into a vibrant Innovation District & Hub that reflects the values and aspirations of the local community. Through extensive strategic planning, the project team identified four key goals to drive this transformation process.

The City of San Luis is a Yuma Brownfields Assessment Coalition member. As part of this coalition, the staff recommends that the City of San Luis sign the attached Memorandum of Agreement (MOA) with Yuma County, Elevate Southwest, and Yuma National Crossing Heritage. The Yuma Brownfields Assessment Coalition aims to transform abandoned areas into innovative districts. The Coalition intends to seek an FY2025 EPA Brownfield Grant to continue brownfield site assessments and community outreach. Yuma County will be the lead applicant seeking \$1,200,000.00 in grant funding with no local match requirement.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE SAN LUIS' CONTINUED PARTICIPATION IN THE YUMA BROWNFIELDS ASSESSMENT COALITION AND PROCEED TO SIGN THE MOA FOR THE FY2025 EPA BROWNFIELDS GRANT APPLICATION.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$2,000.00
BUDGETED AMOUNT:	\$2,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The economic development department contributed \$2,000.00 to contract with a consultant to apply for the grant. No match is required for the grant.

Attachments

MOU

**BROWNFIELDS ASSESSMENT
COALITION**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FOLLOWING PARTIES:**

DYuma County, City of Yuma, City of San Luis, Yuma Crossing National Heritage Area, and Yuma Multiversity Campus Corporation DBA Elevate Southwest (collectively, “Assessment Coalition” and individually, “Assessment Coalition Member”)

This Memorandum of Understanding documents the roles and responsibilities of the undersigned parties to the Assessment Coalition with regard to the Environmental Protection Agency (“EPA”) FY2025 Brownfield Coalition Assessment Grant Application and project implementation, if the grant is awarded.

1. Yuma County is applying as the lead entity, on behalf of the Assessment Coalition, in an EPA Brownfield Coalition Assessment grant in the amount of \$1,200,000 for the FY2025 application cycle. The grant period, if awarded will be October 1, 2025 through September 30, 2029. Yuma County will be responsible to the EPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all Members of the Assessment Coalition are in compliance with the terms and conditions. The Assessment Coalition Members agree to cooperate with Yuma County to ensure such compliance.
2. It is the responsibility of the Yuma County to provide timely information to the other Assessment Coalition Members regarding the management of the Cooperative Agreement and any changes that may be made to the Cooperative Agreement over the period of performance.
3. The Assessment Coalition Members are Yuma County (lead), City of Yuma, City of San Luis, Yuma Crossing National Heritage Area, and Yuma Multiversity Campus Corporation DBA Elevate Southwest. The contact information is as follows:

Yuma County:

Project Manager: Alejandro Figueroa – Economic Development & Intergovernmental Affairs Administrative Director

Address: 198 S. Main Street, Yuma Arizona 85364

Phone Number: 928-373-1093

Email Address: alejandro.figueroa@yumacountyaz.gov

City of Yuma:

Project Manager: John “Jay” Simonton, City Administrator

Address: 1 City Plaza, Yuma, Arizona 85364

Phone Number: 928-373-5018

Email Address: john.simonton@yumaaz.gov

City of San Luis:

Project Manager: Jenny Torres – Acting City Manager

Address: 1090 East Union Street, San Luis, AZ 85349

Phone Number: 928-341-8520

Email Address: jtorres@sanluisaz.gov

Yuma Crossing National Heritage Area

Project Manager: Cathy Douglas – Executive Director

Address: 180 W. 1st, Suite E; Yuma, Arizona 85364

**BROWNFIELDS ASSESSMENT
COALITION**

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FOLLOWING PARTIES:

Phone Number: 928-373-5198

Email Address: cathy.douglas@yumaaz.gov

and

Yuma Multiversity Campus Corporation DBA Elevate Southwest

Project Manager: Jerry Cabrera – President/CEO

Address: 290 S. 1st Avenue, Suite C, Yuma, Arizona 85364

Phone Number: 928-247-9948

Email Address: jerry@elevatesouthwest.org

4. Activities funded through the Cooperative Agreement may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, market studies, outreach materials and implementation, and other eligible activities. Yuma County may retain consultants and contractors pursuant to 2 CFR 200.317-327 to undertake various activities funded through the Cooperative Agreement and may award subgrants to the other Assessment Coalition Members pursuant to 2 CFR 200.330 for assessment projects in their geographic areas pursuant to written subrecipient agreement. Subgrantees are accountable to Yuma County for proper expenditure of funds.
5. Elevate Southwest will procure a consultant to assist in preparing the grant application. The fee for this consultant will be shared equally between the Assessment Coalition Members. Elevate Southwest will ensure its procurement process for such consultant will comply with all applicable laws and regulations. Further, Elevate Southwest will collaborate with Assessment Coalition Members throughout the grant proposal development phase to ensure alignment with requirements and successful proposal submission.
6. Yuma County will procure the consultants in compliance with 2 CFR 200.317-327 requirements. Yuma County will issue the Request for Proposals or Request for Qualifications and will be the entity responsible for receipt of the submitted proposals and qualifications and selection and award of contracts. Yuma County may consult with the other Assessment Coalition Members in making selections of consultants and contractors and negotiating the terms of agreements.
7. Yuma County will initially cover any approved project expenses and invoices through its General Fund. These expenses will be subject to federal funding requirements, including cost principles, uniform administrative requirements, and audit requirements as stipulated by OMB under 2 CFR Part 200. Upon payment of such expenses, Yuma County will submit reimbursement requests to EPA, providing all necessary documentation to demonstrate compliance with federal regulations. All partners shall ensure expenses are eligible for reimbursement under the designated federal funding guidelines and shall cooperate in providing supporting documentation required to facilitate prompt reimbursement.
8. Yuma County, in consultation with the Assessment Coalition Members, will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of five sites meet the requirements set forth in the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) § 104(k) are assessed over the life of the Cooperative Agreement. Selected sites will be submitted to the EPA for prior approval to ensure eligibility.

**BROWNFIELDS ASSESSMENT
COALITION**

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FOLLOWING PARTIES:

9. Upon designation of the specific sites, it will be the responsibility of Yuma County to work with the Assessment Coalition Member in whose geographic area the site is located to finalize the scope of work for the consultants or contractors. It will be the responsibility of this Assessment Coalition Member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If this Assessment Coalition Member does not have the capacity to perform these activities, Yuma County may assist in securing necessary site access agreements and permits. Yuma County shall not be responsible for any permitting fees from any Assessment Coalition Member jurisdiction for this purpose.

10. Yuma County is responsible for ensuring that other activities negotiated in the workplan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by Yuma County and the Assessment Coalition Member in whose geographic area the site to be assessed is located.

Agreed:

<p>Yuma County Lead Assessment Coalition Member</p> <p>_____</p> <p>Martin Porchas, Chairman</p> <p>_____</p> <p>Date</p>	<p>City of Yuma Assessment Coalition Member</p> <p>_____</p> <p>John "Jay" Simonton, City Administrator</p> <p>_____</p> <p>Date</p>
<p>Yuma Crossing National Heritage Area Assessment Coalition Member</p> <p>_____</p> <p>Cathy Douglas, Executive Director</p> <p>_____</p> <p>Date</p>	<p>Yuma Multiversity Campus Corporation DBA Elevate Southwest Assessment Coalition Member</p> <p>_____</p> <p>Jerry Cabrera, President/CEO</p> <p>_____</p> <p>Date</p>
<p>City of San Luis Assessment Coalition Member</p> <p>_____</p> <p>Jenny Torres, Acting City Manager</p> <p>_____</p> <p>Date</p>	

ATTEST:

Yuma County



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 11/13/2024

Department Head: Armando Esparza, Director of Economic Development, Economic Development

Submitted By: Armando Esparza, Director of Economic Development, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of the statutory partnership between the Regional Center for Border Health, Inc. and the City of San Luis to apply for the Environmental Protection Agency's Community Change Grants Program. **(Armando Esparza, Director of Economic Development)**

SUMMARY:

Background

Regional Center for Border Health, Inc. (RCBH) seeks a partnership with the City of San Luis to request funding through the EPA Environmental and Climate Justice Community Change Grant. This grant program aims to support initiatives that address environmental health disparities, promote climate resilience, and improve air quality in underserved communities. The San Luis-Southwest Border Environment & Climate Justice Initiative, created through this partnership, focuses on addressing critical environmental and climate-related challenges in San Luis and surrounding areas, particularly benefiting disadvantaged communities along the U.S.-Mexico border. This application aligns with EPA's Environmental and Climate Justice (ECJ) framework and is structured to incorporate a Statutory Partnership Agreement between RCBH as the Lead Applicant and the City of San Luis as the primary Statutory Partner.

Partnership Agreement

The partnership agreement between RCBH and the City of San Luis establishes a framework for roles and responsibilities:

RCBH will serve as the Lead Applicant, managing grant funds, overseeing project implementation, making sub-awards, and ensuring compliance with federal guidelines.

The City of San Luis will act as the Statutory Partner, approving strategic plans, participating in community action meetings, and supporting community outreach and resilience efforts.

Both entities are committed to implementing the project in alignment with the EPA's guidelines and ensuring adherence to grant timelines and sub-award requirements.

Staff recommends the approval of the partnership agreement between the City of San Luis and RCBH, with the City of San Luis as the Statutory Partner, to formally authorize the grant application submission to the EPA.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE STATUTORY PARTNERSHIP AGREEMENT BETWEEN THE REGIONAL CENTER FOR BORDER HEALTH AND THE CITY OF SAN LUIS TO APPLY FOR THE ENVIRONMENTAL PROTECTION AGENCY (EPA)'S COMMUNITY CHANGE GRANT PROGRAM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
N/A

Attachments

Agreement - RCFBH
EPA RCBH Executive Summary



Attachment B. Partnership Agreement

*Regional Center for Border Health, Inc. (Lead Applicant)
and the
City of San Luis, Arizona (Statutory Partner)*

This Agreement has been developed to clarify the roles and responsibilities accepted by the Regional Center for Border Health, Inc. (RCBH) and the City of San Luis, Arizona (CoSL) to implement the EPA’s Environmental and Climate Justice Community Change Grant’s work plan and achieve a cleaner, healthier environment.

- As Lead Applicant, the RCBH will be responsible for the overall management, performance, oversight, and reporting responsibilities of the grant, and for making subawards to Collaborating Entities. RCBH will be responsible for the receipt of federal funds and proper expenditure of these funds and bear liability for unallowable costs. RCBH will also be responsible for compliance and legal issues and for managing any risk associated with project activities.
- As primary Statutory Partner, the CoSL will participate on the final approval of the implementation plan, as well as the strategic plan for an environmental resilience community.
- Both partners will work to ensure that all activities are achieved according to the grant timeline, to commence within 120 days of grant award and conclude by the end of the three-year cycle.
- While no disagreements are anticipated between the parties, any disputes that arise will be addressed in a proactive manner. Should any disagreement result in CoSL withdrawal from the Environmental and Climate Justice Initiative, replacement efforts will begin with nearby local government at the City of Somerton.

If the proposed application is selected for award, both RCBH and CoSL agree to comply with the subaward requirements and grant regulations 2 CFR 200.331 and in EPA’s Subaward Policy and related guidance and that contains terms and conditions

RCBH Authorized Official
Amanda Aguirre, President & CEO

City of San Luis Authorized Official
Jenny Torres, Interim City Manager

Signature Date

Signature Date

Section A. Executive Summary

Application Title: San Luis-Southwest Border Environment & Climate Justice Initiative

Lead Applicant: Regional Center for Border Health, Inc. (RCBH)

Statutory Partner: City of San Luis, Arizona (City of San Luis, Arizona)

Collaborators: Cocopah Indian Tribe, Yuma County Health Department, University of Arizona, San Luis-SLRC Binational Health & Environment Committee

Contact Information:

- RCBH: Amanda Aguirre, President & CEO, amanda@rcbh.org, (928) 315-7910
- CofSL: Jenny Torres, Acting City Manager, jtorres@sanluisaz.gov, (928) 341-8520

Eligibility: The RCBH is a comprehensive, community-based, non-profit organization incorporated in 1987 as the Western Arizona Area Health Education Center (WAHEC). In 2003, the San Luis Walk-In Clinic, Inc. (SLWIC) was established as a RCBH subsidiary organization for the purpose of delivering fully integrated (primary, behavioral and specialty) health services to resident in western Arizona. Since establishing its first primary care clinic in San Luis, SLWIC now operates seventeen federally designated rural health clinics, including four mobile health programs and telemedicine sites, that serve residents throughout western Arizona. SLWIC's most advanced site is the San Luis Medical Mall, a 64,000 sq.ft. comprehensive service complex opened in 2021 to provide family care, women's health, behavioral health, and ambulatory surgery services. In addition to the WAHEC and SLWIC, the RCBH operates numerous community-based service programs, including the College of Health Careers, a fully accredited community college; the Transitional Living Center, for homeless and substance abuse; the Justice Reinvestment Program, to reduce criminogenic risk of individuals released from prison; the Refugee Center, established through cooperative agreement with the US Border Patrol and Federal Emergency Management Administration (FEMA) to provide humanitarian assistance to undocumented individuals; and the Nuestros Ninos program, which includes community outreach worker services. The RCBH has managed the San Luis – San Luis Rio Colorado Binational Health and Environment Committee (BHEC) for the past twenty years.

As a not-for-profit organization, the RCBH is overseen by a Board of Directors who are members of, and representative of the local community service population. (Note: Refer to Attachment for IRS written determination of tax-exempt status). The RCBH operates seven offices and/or clinics in Yuma County, including three in the City of San Luis; all addressing the health and social service needs of San Luis community residents including farmworkers, displaced workers, children and adults with Asthma, and other vulnerable groups. SLWIC services are provided regardless of health insurance coverage and each SLWIC operates with a a sliding fee scale. The RCBH's main administrative office is located about 15 miles north of San Luis, in the City of Somerton, which is bounded to the east and west by the Cocopah Tribal nation. RCBH has longstanding program delivery arrangements with the Cocopah Tribal Nation.

The City of San Luis (CofSL) was founded in 1930 after opening of the U.S. San Luis Port of Entry. It became incorporated as an official town on September 4, 1979. In 1980, the CofSL had a population of 1,946 residents and then, between 2000-to-2020, grew from 15,342 to 35,770 (Source: U.S. Census, 2022), a 230% increase. CofSL's southern boundary is Mexico and, to the west, is the Colorado River, at the juncture where it enters Mexico. About 70 miles to the south is the Gulf of California (El Golfo de Santa Clara).

The CofSL uses a Council-Manager form of government; seven-member Council appoints a City Manager and other top city officials. The CofSL annexed over 16,000 acres (65 km²) of land between 2006 and 2012, and now has a total area of 26.5 square miles (68.63 km²). San Luis and surrounding communities are primarily Hispanic / Latino (88%); residents experience poverty 57% living below poverty (200%FPL), linguistic isolation (87% speak language other than English at-home), and are medically uninsured (20%). (Source: Arizona Department of Health Services, PCA Report, 2022).

Climate Action Strategy: The San Luis-Southwest Border Environment & Climate Justice Initiative will address four of EPA's Climate Action and three Pollution Reduction strategies. All grant-support activities will meaningfully engage disadvantaged community members who reside in, and are immediately impacted by, the region's environmental hazards. These efforts will improve the resilience of San Luis region's disadvantaged communities. The specific priority area proposed is the City of San Luis (CofSL), which is located on the U.S.-Mexico border. As described in the grant application, the project focus will benefit CofSL community residents while Initiative sub-components will engage indigenous, Cocopah / Cucupa Tribes that straddle the international border, and binational communities located in southern Arizona / northern Mexico communities (San Luis Rio Colorado and Mexicali). These unique, community dynamics create a "tri-national" region.

Selected Climate Action Strategies

✓ *EPA Strategy 1.3: Energy-Efficient, Healthy, and Resilient Housing and Buildings*

Construction of an energy efficient Community Health Complex: The hallmark for this application is the energy efficient construction of the San Luis Medical Campus, a small hospital adjacent to the existing San Luis Medical Mall. The Medical Campus has already received approval for CofSL bonding authority. Construction will include upgrades to enhance energy efficiency. When complete (expected 2026), the Medical Campus will become a regional model for energy efficient construction. The San Luis Medical Complex, including the City's only hospital, will have an immediate, positive impact on resident health through the provision of emergency, specialty, and inpatient care. The building will demonstrate environmentally friendly, energy- efficient, sustainable construction.

An important component of Medical Complex includes an extreme heat cooling site that will operate on days when extreme heat declaration is made. As described previously, the RCBH already operates four Cooling Centers and Water Sites in the City of San Luis, including one at the Medical Mall located on land owned by the RCBH, adjacent to the new Medical Complex.

- ✓ *EPA Strategy 1.2: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience*

Reduced vehicle transportation: Currently, there are no hospitals located in the City of San Luis. The closest hospitals that serve San Luis residents are in: (1) San Luis Rio Colorado, Mexico, across the border; and (2) in the City of Yuma, twenty-nine (29) miles to the north, at Yuma Regional Medical Center (YRMC). The primary provider of emergency medical services, the San Luis Fire Department reports that, on an annual basis, more than 4,000 EMS transfers (i.e., trips to-and-from) are completed from San Luis-to-Yuma. Just for ambulance transfers, the amount of travel required approaches 230,000 miles per year. Family members also must travel to YRMC which adds to the transportation burden. After patients are admitted, given the average length of stay at YRMC is 4.2 days and the average rate of readmission is 14%, the amount of transportation burden and environmental pollution is significant. (Note: Avg. Length of Stay reported for Medicare patients). Opening the Medical Campus in San Luis will eliminate significant transportation burden, reduce air pollution, and create significant efficiencies for San Luis residents.

- ✓ *EPA Strategy 1.7: Waste Reduction and Management to Support a Circular Economy*
Waste collection & recycling: The RCBH has collaborated previously with local NGOs and government agencies to reduce and manage waste, including efforts organized through the Binational Environment and Health Committee and coordination with the Cocopah Indian Tribal Nation. (Note: RCBH administrative offices and two clinics are surrounded by Cocopah Tribal lands and there has been ongoing coordination for environmental and physical health projects). The RCBH has managed since 19xx, the Binational Environment and Health Committee which has organized community clean-up projects, including “Don’t Trash La Frontera” and the school-based environmental calendar project. RCBH has previously been funded by EPA (1998, Pesticide Exposure in Children) and the Arizona Universities (via sub-contract) to produce environmental health training modules. One binational project concerned reduction of brick-burning for construction in San Luis Rio Colorado. As part of this EPA Environmental Justice Initiative, RCBH proposes to work with hospitals located in the City of Yuma and San Luis Rio Colorado (Sonora) to ensure they are informed about, and adopt, best practice standards for medical waste management.

I. Selected Pollution Reduction Strategies

- ✓ *EPA Strategy 2.2: Outdoor Air Quality and Community Health Improvements*

Air quality monitors: The SLBC-ECJCC Initiative, developed through coordination with the San Luis Bi-National Health and Environment Committee, will implement several strategies to improve outdoor air quality. These efforts will strengthen Yuma County Health Department’s (YCHD) and the Arizona Department of Environmental Quality’s (ADEQ) existing efforts and support the Commission for Ecology and Sustainable Development – State of Sonora capacity to monitor air quality in San Luis and S.L. Rio Colorado. Currently, air quality testing for particulate matter is uneven and equipment not always fully functional. With shared funding, air quality equipment will be purchased and placed at designated locations. Air quality information will continue to be monitored on a regular schedule by the YCHD and ADEQ, which

operates a “flag warning” system to advise local community members when air quality is poor. Recognizing the forecast of poor air quality will help local community residents prepare for days that have poor air quality forecasts and reduce risk exposure for individuals with respiratory diseases, including asthma, which is especially difficult for young children and youth.

Pollution reduction strategies will be coordinated with the San Luis – San Luis RC Binational Health & Environmental Committee (SL-SLRC BHEC), which has been supported by RCBH for more than 20 years. Included in BHEC’s history of health promotion and environmental health projects completed include the Gulf of Santa Clara (i.e., Gulf of California) remediation and Colorado River Clean-up (i.e., Don’t trash la Frontera” program, air quality improvement and monitoring in coordination with the Arizona Department of Environmental Quality and Commission of Ecology and Sustainable Development (CEDES, Sonora) along with a variety of public health (i.e., breast cancer awareness, youth behavioral health, etc.) campaigns, including sister-city initiatives implemented in cooperation with CDC and the U.S-Mexico Border Health Commission. With support of this EPA-ECJ initiative, a series of Trinational programs will focus of strengthening the San Luis-San Luis Rio Colorado Health & Environment Committee and supporting environmental justice programs organized in cooperation with the Cocopah / Cucupa Tribal Nations. In coordination with the RCBH’s Western Arizona Area Health Education Center (WAHEC), EPA resources will help expand environmental training for health professionals and community members, and completing air quality monitoring, in coordination with the Comision of Ecology and Sustainability of the State of Sonora (CEDES) and the Grupo Educativo de 16 de Septiembre (a post-secondary group of three institutions located in Mexicali, Baja CA).

✓ *EPA Strategy 4: Safe Management and Disposal of Solid and Hazardous Waste*

Biohazardous Medical Waste: The San Luis Medical Complex will adopt state-of-art procedures that exceed Arizona Department of Environmental Quality (ADEQ) standards to dispose environmental and medical waste. Leveraging its core position within the Binational health and Environment Council, the RCBH will work with three hospitals located in SLRC to review existing Biohazardous Medical Waste management and provide regional training.

Grant Award Period and Completion: The entire project will span the three-year grant cycle. All related procurement will be responsive to APA and other federal and state requirements. Financial arrangements for the Medical Complex are expected to complete in November 2024 and ground-breaking is expected in January 2025. The entire construction project is expected to complete in June 2026. After equipment and furniture installation and licensure requirements are met, the Medical Complex is expected to open by December 2026. This timeline is consistent with previous construction projects completed by RCBH, including the 64,000 sq.ft. San Luis Medical Mall.

Amount of EPA Funding Requested: (\$TBD) is requested to support all six EPA strategies, spanning the three-year initiative. These dollars will be distributed among different collaborating organizations, including the City of San Luis, to ensure activities organized external to RCBH are completed according to specified agreements.

Target Investment Area: (TIA E: U.S. Southern Border Communities).

Disadvantaged Community to benefit from the projects: The SLBC-EPA-ECJCC will benefit vulnerable residents in south Yuma County, southwest Arizona, communities that are located adjacent to the U.S.-Mexico border. The City of San Luis (Statutory Partner) and adjacent communities including Gadsen, Somerton, and the Cocopah Tribe, are all located within a 15 mile radius and situated on the U.S.-Mexico border. CofSL is bounded to the south by its sister city, San Luis Rio Colorado (population 175,000) and to the west, by small towns and Mexican “ejidos”. (Note: an Ejido in Mexico are communally held lands and legal town, usually used for agriculture or ranching). Cocopah Tribal lands are situated to the north of San Luis; Cocopah Tribal lands “straddle” the City of Somerton to the west and east. Immediately to the west of Cocopah Tribal lands, across the U.S.-Mexico border, are Cucapa tribal communities. When the U.S.-Mexico border boundary was first negotiated, the border split the Cocopah and Cucapa into a distinct region.

Agriculture, the largest economic enterprise in Yuma County (where CofSL is located) generates about \$4billion in annual revenue. More than 90% of leafy, green vegetables produced in the winter come from Yuma County. The Civil Rights icon, Cesar Chavez, was born in the City of Yuma and died in the City of San Luis. Many farmworkers cross the border daily, during planting and harvesting season (Note: an actual census of farmworkers is currently underway however more than 27,000 essential workers cross the border every day, approximately 15% cite “work” as primary reason from crossing). Residents in the proposed service communities experience serious environmental hazards including poor air quality, pesticide / chemical exposures, extreme heat events, and waste management pollution.

Other Sources of Funding: This application does not duplicate any other federal, state, or private funding source. This application does complement loan support solicited from USDA Community & Facilities Direct Loan program to provide loan repayment guarantee to an eligible lender for the construction of the San Luis Medical Campus. Through its thirty-seven (37) year history, the RCBH has been awarded, and managed multiple federal and state grant programs, including funding from EPA to support binational health and environment work, pesticide-related research and air quality remediation (i.e, reducing industrial brick burning). Using federal and state funding as seed money, the RCBH has sustained some of the grant monies received for years and decades. For example, the CAPAZ project, initially funded in 2001- through 2004 by HRSA, continues to provide medical discount services twenty years after federal funding has completed. The Binational health and Environment Committee has been sustained since 1994, after initial grant support was finished. The RCBH has previously received USDA loan support and grant funding for the purchase and rehabilitation of low-cost housing that is now being used as transitional living centers (TLC) that have been fully sustained with Medicaid support. The majority of RCBH funding is derived from the provision of health services, including primary care and behavioral health; consequently, federal funding through Medicare and Medicaid is a primary funding source. However, RCBH has also received funding

from DHHS to organize border health programs, including binational sister city and community outreach events.

Resubmission Status: This application is a first submission.

DRAFT



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. E.

Meeting Date: 11/13/2024

Department Head: Eulogio Vera, Director of Public Works, Public Works Department

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Gutierrez Canales Engineering, PC for the construction of the Cesar Chavez Boulevard Water Main Improvements project. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

The Department of Public Works is seeking Council approval for accepting and awarding a construction contract to Gutierrez Canales Engineering, PC for the construction of Cesar Chavez Boulevard Water Main Improvements project. Gutierrez Canales Engineering, PC was the lowest responsible bidder for this project at \$942,054.30. Public Works evaluated all bids received in conjunction with its Water Department and its consultant engineer and recommends awarding the contract to Gutierrez Canales Engineering, PC.

As we are aware, the Cesar Chavez Blvd. road improvement project is under design and managed by the Arizona Department of Transportation (ADOT). This project does not include utility improvements, hence the City is responsible for accomplishing the necessary utility improvements before the road work begins.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT AND AWARD THE CONTRACT TO GUTIERREZ CANALES ENGINEERING, PC FOR THE CONSTRUCTION OF THE CESAR CHAVEZ BLVD. WATER MAIN IMPROVEMENTS PROJECT IN THE AMOUNT OF \$942,054.30 AND AUTHORIZE THE BUDGET TRANSFERS AS PRESENTED IN THE FISCAL IMPACT OF THIS ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$942,054.30
BUDGETED AMOUNT:	\$600,000.00
AVAILABLE AMOUNT TO TRANSFER:	See Fiscal Impact Statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay- CIP 300-302-90015 / \$1,999,027.95

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

This is a budgeted CIP for FY25.

Budgeted Amount:

Capital Outlay - CIP 300-302-90015 - \$600,000.00 - Out of which \$50,000.00 is being used for engineering services and materials.

Staff is asking Council to approve the following budget transfers to conduct this project:

**These projects have available funds and/or will not be completed this year, thus PW is asking to transfer budget capacity to this project.

- From GL Acct 200-210-90010 Project ID 2025026 GSA Project/Urtuzuastegui St Improvements - To Account: 300-302-90015; Project ID 2025040 Cesar Chavez Blvd Water Main Improvements **\$231,000.00.**
- From GL Acct 200-210-90010 Project ID 2025027 Los Alamos Curve Project - To Account: 300-302-90015; Project ID 2025040 Cesar Chavez Blvd Water Main Improvements **\$79,230.00.**
- From GL Acct 310-311-89000 Project ID 2025051 Manhole Repairs and Replacements - To Account: 300-302-90015; Project ID 2025040 Cesar Chavez Blvd Water Main Improvements **\$60,000.00.**
- From GL Acct 100-999-80000 Non-Departmental - To Account: 300-302-90015; Project ID 2025040 Cesar Chavez Blvd Water Main Improvements **\$23,000.00.**
- **Total Budget Transfer = \$393,230.00**

Attachments

Bid Evaluation

Contract

BID EVALUATION SUMMARY AND AWARD RECOMMENDATION

1. Project: CITY OF SAN LUIS
CESAR CHAVEZ BLVD. WATER IMPROVEMENTS
BAN-2024-10
2. Bid submission date and time: Tuesday, October 29th, 2024 at 3:00 P.M.
3. Bid evaluation summary:

No.	Bidder	Opening Base Bid Amount (including 5% contingency)	Substantially responsive (yes or no)	Evaluated Bid Amount (including 5% contingency)	Rank	Remarks
1	Gutierrez Canales Engineering, PC	\$942,056.39	Yes	\$942,054.30	1	None.
2	Taylor Engineering, PLLC	\$1,077,777.00	Yes	\$1,077,777.00	2	None.
3	DPE Construction, Inc.	\$1,260,000.00	Yes	\$1,215,900.00	3	None.

4. The lowest evaluated bidder has been determined to be qualified and capable of performing the contract [YES].
5. On the basis of the evaluation which was carried out in accordance with the Bidding Documents, we recommend accepting the bid of the lowest evaluated bidder [Gutierrez Canales Engineering, PC], which has been determined as qualified and capable of performing the contract, in accordance with the Bidding Documents.

Bids Evaluated By:

Tomas Sanchez, P.E.,
Core Engineering Group, PLLC


(signature)

10/31/2024
(date)

10/29/2024



City of San Luis

Department of Public Works

• Administration • Streets • Water • Wastewater • Solid Waste • Fleet Services •

Cesar Chavez Blvd. Water Line Project.

Sign-in
Sheet.

<u>Name</u>	<u>Company</u>	<u>Phone</u>	<u>Email</u>
Jorge Parra	COCL	(928) 341-8577	jparra@sanluisaz.gov
Oscar Barnett	COCL	(928) 294-6065	obarnett@sanluisaz.gov
Jesus P. Mariscal	GCE	702 7174697	Jmariscal@gce-pc.com
Ray Angel	BCE	(928) 246-4760	Rangel@gce-pc.com
Ashley Hooker Taylor		(928) 271-5665	info@Tayengineering.com
Eulogio Vera		928-341-8577	
Thomas Gutierrez		928.	tboncha@ccce-e.g.com

CITY OF SAN LUIS
CESAR CHAVEZ BLVD. WATER IMPROVEMENTS
(BAN-2024-10)

BID TABULATION

Bid Item No.	Item Description	Estimated Quantities	Unit	Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Gutierrez Canales Engineering, PC		Taylor Engineering, PLLC		DPE Construction, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Remove Existing Asphalt (Any Thickness)	2051	SY	\$ 9.83	\$ 20,161.33	\$ 16.00	\$ 32,816.00	\$ 12.00	\$ 24,612.00
2	Remove Existing Concrete Curb (Any Type)	62	LF	\$ 25.63	\$ 1,589.06	\$ 34.00	\$ 2,108.00	\$ 75.00	\$ 4,650.00
3	Remove Existing Sidewalk, Driveway, and Slab (Flat Work)	45	SY	\$ 37.18	\$ 1,673.10	\$ 80.00	\$ 3,600.00	\$ 105.00	\$ 4,725.00
4	Remove and Salvage Existing Fire Hydrant	2	EA	\$ 812.00	\$ 1,624.00	\$ 759.00	\$ 1,518.00	\$ 2,200.00	\$ 4,400.00
5	12" Dia. C-909 PVC Watermain	220	LF	\$ 152.83	\$ 33,622.60	\$ 129.00	\$ 28,380.00	\$ 175.00	\$ 38,500.00
6A	Install City Furnished 12" Dia. C-900 PVC Watermain	1400	LF	\$ 33.28	\$ 46,592.00	\$ 23.00	\$ 32,200.00	\$ 121.00	\$ 169,400.00
6B	12" Dia. C-900 PVC Watermain	675	LF	\$ 119.26	\$ 80,500.50	\$ 104.00	\$ 70,200.00	\$ 55.00	\$ 37,125.00
7	8" Dia. C-900 PVC Watermain	621	LF	\$ 75.59	\$ 46,941.39	\$ 83.00	\$ 51,543.00	\$ 75.00	\$ 46,575.00
8	6" Dia. C-900 PVC Watermain	1324	LF	\$ 53.96	\$ 71,443.04	\$ 66.00	\$ 87,384.00	\$ 48.00	\$ 63,552.00
9	2" Water Service, Gate Valve, and Service Line (City of Yuma Std. 5-040)	4	EA	\$ 4,466.00	\$ 17,864.00	\$ 3,653.00	\$ 14,612.00	\$ 5,000.00	\$ 20,000.00
10	12"x6" Tapping Sleeve and Gate Valve With Thrust Block (City of Yuma Std. 5-020, 5-025, 5-065, 5-075)	5	EA	\$ 3,647.80	\$ 18,239.00	\$ 5,002.00	\$ 25,010.00	\$ 4,000.00	\$ 20,000.00
11	12"x4" Tapping Sleeve and Gate Valve With Thrust Block (City of Yuma Std. 5-020, 5-025, 5-065, 5-075)	1	EA	\$ 4,042.00	\$ 4,042.00	\$ 5,255.00	\$ 5,255.00	\$ 16,200.00	\$ 16,200.00
12A	Install City Furnished 12" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	9	EA	\$ 1,585.89	\$ 14,273.01	\$ 1,821.00	\$ 16,389.00	\$ 8,800.00	\$ 79,200.00
12B	12" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	16	EA	\$ 6,665.38	\$ 106,646.08	\$ 6,851.00	\$ 109,616.00	\$ 2,800.00	\$ 44,800.00
13	8" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	3	EA	\$ 5,875.00	\$ 17,625.00	\$ 4,250.00	\$ 12,750.00	\$ 12,300.00	\$ 36,900.00
14	6" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	8	EA	\$ 3,334.25	\$ 26,674.00	\$ 3,288.00	\$ 26,304.00	\$ 3,500.00	\$ 28,000.00
15	Fire Hydrant (City of Yuma Std. 5-155)	1	EA	\$ 15,308.00	\$ 15,308.00	\$ 5,998.00	\$ 5,998.00	\$ 14,500.00	\$ 14,500.00
16	12"x12"x12" Tee With Thrust Block	2	EA	\$ 5,901.00	\$ 11,802.00	\$ 3,240.00	\$ 6,480.00	\$ 4,200.00	\$ 8,400.00
17	12"x8"x12" Tee With Thrust Block	4	EA	\$ 4,291.00	\$ 17,164.00	\$ 2,940.00	\$ 11,760.00	\$ 2,500.00	\$ 10,000.00
18	12"x6"x12" Tee With Thrust Block	5	EA	\$ 3,681.00	\$ 18,405.00	\$ 2,592.00	\$ 12,960.00	\$ 2,800.00	\$ 14,000.00
19	6"x6"x6" Tee With Thrust Block	1	EA	\$ 1,802.00	\$ 1,802.00	\$ 1,486.00	\$ 1,486.00	\$ 1,600.00	\$ 1,600.00
20	12" Dia. 90 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	1	EA	\$ 5,092.00	\$ 5,092.00	\$ 2,087.00	\$ 2,087.00	\$ 1,900.00	\$ 1,900.00
21	12" Dia. 45 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	26	EA	\$ 1,181.70	\$ 30,724.20	\$ 1,285.00	\$ 33,410.00	\$ 1,000.00	\$ 26,000.00
22	8" Dia. 45 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	2	EA	\$ 1,881.00	\$ 3,762.00	\$ 846.00	\$ 1,692.00	\$ 2,500.00	\$ 5,000.00
23	6" Dia. 45 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	4	EA	\$ 688.50	\$ 2,754.00	\$ 759.00	\$ 3,036.00	\$ 1,450.00	\$ 5,800.00
24	12" Dia. Transition Repair (Hymax) Coupling	17	EA	\$ 2,411.24	\$ 40,991.08	\$ 2,579.00	\$ 43,843.00	\$ 2,400.00	\$ 40,800.00
25	6" Dia. Transition Repair (Hymax) Coupling	5	EA	\$ 2,806.80	\$ 14,034.00	\$ 2,087.00	\$ 10,435.00	\$ 3,000.00	\$ 15,000.00
26	4" Dia. Transition Repair (Hymax) Coupling	1	EA	\$ 8,522.00	\$ 8,522.00	\$ 1,960.00	\$ 1,960.00	\$ 1,800.00	\$ 1,800.00
27	2" Water Service Meter Box (City of Yuma Std. 5-040)	2	EA	\$ 5,488.00	\$ 10,976.00	\$ 822.00	\$ 1,644.00	\$ 4,500.00	\$ 9,000.00
28	Watermain Blowoff (City of Std. 5-085)	10	EA	\$ 3,729.30	\$ 37,293.00	\$ 1,818.00	\$ 18,180.00	\$ 9,000.00	\$ 90,000.00
29	4" Double Check Valve (D.C.V.A) Backflow Prevention Assembly 3" and Larger Water Line (City of Yuma Std. 5-125), By the City of San Luis	1	EA	\$ 25,770.00	\$ 25,770.00	\$ 7,428.00	\$ 7,428.00	\$ 20,000.00	\$ 20,000.00
30	Lean Sand Slurry (T=12", Wide = 3')	220	LF	\$ 30.17	\$ 6,637.40	\$ 29.00	\$ 6,380.00	\$ 55.00	\$ 12,100.00
31	Sidewalk (City of Yuma Std. 3-135)	321	SF	\$ 7.38	\$ 2,368.98	\$ 26.00	\$ 8,346.00	\$ 16.00	\$ 5,136.00
32	Asphalt Paving (2" AC/4" ABC) - Pavement Structural Section No. 1	1895	SY	\$ 27.95	\$ 52,965.25	\$ 95.00	\$ 180,025.00	\$ 32.00	\$ 60,640.00
33	Asphalt Paving (3" AC/8" ABC) - Pavement Structural Section No. 2	149	SY	\$ 44.59	\$ 6,643.91	\$ 151.00	\$ 22,499.00	\$ 108.00	\$ 16,092.00
34	Cross Gutter (City of Yuma Std. 5-085, 5-090)	62	SF	\$ 26.63	\$ 1,651.06	\$ 80.00	\$ 4,960.00	\$ 70.00	\$ 4,340.00
35	Vertical Curb and Gutter (City of Yuma Std. 3-060)	62	LF	\$ 25.09	\$ 1,555.58	\$ 67.00	\$ 4,154.00	\$ 105.00	\$ 6,510.00
36	Adjust Existing Water Valve with New Frame and Cover (City of Yuma Std. 5-075)	1	EA	\$ 948.00	\$ 948.00	\$ 1,715.00	\$ 1,715.00	\$ 1,000.00	\$ 1,000.00
37	Storm Water Pollution Prevention Plan	1	LS	\$ 9,904.00	\$ 9,904.00	\$ 5,532.00	\$ 5,532.00	\$ 13,500.00	\$ 13,500.00
38	Maintenance and Protection of Traffic	1	LS	\$ 39,611.00	\$ 39,611.00	\$ 79,017.00	\$ 79,017.00	\$ 116,243.00	\$ 116,243.00
39	Construction Staking	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 31,742.29	\$ 31,742.29	\$ 20,000.00	\$ 20,000.00
TOTAL =				\$897,194.57	\$1,026,454.29	\$1,158,000.00			
5% CONTINGENCY =				\$44,859.73	\$51,322.71	\$57,900.00			
TOTAL BASE BID =				\$942,054.30	\$1,077,777.00	\$1,215,900.00			

Note: GCE had an error in Bid Item No. 18 total. GCE's total base bid is \$942,054.30 (as read bid was \$942,056.39). DPE had an error in Bid Items No. 12A and 12B. DPE's total base bid is \$1,215,900 (as read bid was \$1,260,000). GCE is still the lowest bidder.

EXAMINATION OF BIDS

Project: CITY OF SAN LUIS
CESAR CHAVEZ BLVD. WATER IMPROVEMENTS
BAN-2024-10

Bidder: Gutierrez Canales Engineering, PC
3136 E 36rd Place
Yuma, Arizona, 85365
mkelland@gce-pc.com

No.: 1

Responsive Bid: Yes

BIDDING DOCUMENT	REQUIREMENT	REMARKS
PK-1 thru 4: Bid Schedule/Proposal Form	Filled out, signed, and submitted.	No comment.
PK-5: Bid Surety Bond equal to 10% of bid amount.	(Bid Bond form to be obtained by proposed Contractor, executed, and included with submission. A so-called "statutory" or "redline" bid bond form will suffice.)	No comment.
PK-6: Non-collusion affidavit	Filled out, signed, and submitted.	No comment.
PK-7: List of Possible Subcontractors	Filled out and put into separate sealed envelope and included in proposal.	No comment.

Proposal Kit

City of San Luis

Cesar Chavez Blvd. Water Improvements, BAN-2024-10

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

BIDDER FIRM: Gutierrez Canales Engineering, PC

Project Name: City of San
Cesar Chavez Blvd. Water Improvements, BAN-2024-10

In compliance with the ADVERTISEMENT FOR BIDS:

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2019 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Understands that this PROPOSAL for construction of this PROJECT shall be submitted with a proposal guarantee of cash, certified check, cashier's check or BID SURETY BOND for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 7 (seven) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **60 calendar days** from the date of Notice to Proceed.

Hereby acknowledges receipt of and agrees Bidder's PROPOSAL is based on the following Addenda listed by number and date issued):

Number	Date	Number	Date
<u>Addendum #1</u>	<u>10/18/2024,</u>	_____	_____

(List any additional addenda on the back of this sheet)

And, hereby submits the following BID SCHEDULE of units and quantities as a part of this PROPOSAL:

BID SCHEDULE

Project Name: City of San Luis
Cesar Chavez Blvd. Water Improvements, BAN-2024-10

For: City of San Luis, Arizona

Firm Name: Gutierrez Canales Engineering, PC

Bid Item No.	Description	Unit of Measure	Total Qty	Unit Price	Total
1	Remove Existing Asphalt (Any Thickness)	SY	2051	\$ 9.83	\$20,161.33
2	Remove Existing Concrete Curb (Any Type)	LF	62	\$25.63	\$1,589.06
3	Remove Existing Sidewalk, Driveway, and Slab (Flat Work)	SY	45	\$37.18	\$1,673.10
4	Remove and Salvage Existing Fire Hydrant	EA	2	\$ 812.00	\$1,624.00
5	12" Dia. C-909 PVC Watermain	LF	220	\$152.83	\$ 33,622.60
6A	Install City Furnished 12" Dia. C-900 PVC Watermain	LF	1400	\$33.28	\$ 46,592.00
6B	12" Dia. C-900 PVC Watermain	LF	675	\$119.26	\$ 80,500.50
7	8" Dia. C-900 PVC Watermain	LF	621	\$75.59	\$ 46,941.39
8	6" Dia. C-900 PVC Watermain	LF	1324	\$53.96	\$ 71,443.04
9	2" Water Service, Gate Valve, and Service Line (City of Yuma Std. 5-040)	EA	4	\$4,466.00	\$ 17,864.00
10	12"x6" Tapping Sleeve and Gate Valve With Thrust Block (City of Yuma Std. 5-020, 5-025, 5-065, 5-075)	EA	5	\$3,647.80	\$18,239.00
11	12"x4" Tapping Sleeve and Gate Valve With Thrust Block (City of Yuma Std. 5-020, 5-025, 5-065, 5-075)	EA	1	\$4,042.00	\$4,042.00
12A	Install City Furnished 12" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	EA	9	\$1,585.89	\$ 14,273.01
12B	12" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	EA	16	\$6,665.38	\$106,646.08
13	8" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	EA	3	\$ 5,875.00	\$ 17,625.00
14	6" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	EA	8	\$ 3,334.25	\$26,674.00
15	Fire Hydrant (City of Yuma Std. 5-155)	EA	1	\$15,308.00	\$15,308.00
16	12"x12"x12" Tee With Thrust Block	EA	2	\$ 5,901.00	\$11,802.00
17	12"x8"x12" Tee With Thrust Block	EA	4	\$ 4,291.00	\$ 17,164.00
18	12"x6"x12" Tee With Thrust Block	EA	5	\$3,681.00	\$ 18,407.00

BID SCHEDULE CONTINUED

Firm Name: Gutierrez Canales Engineering, PC

Bid Item No.	Description	Unit of Measure	Total Qty	Unit Price	Total
19	6"x6"x6" Tee With Thrust Block	EA	1	\$1,802.00	\$1,802.00
20	12" Dia. 90 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	EA	1	\$5,092.00	\$5,092.00
21	12" Dia. 45 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	EA	26	\$1,181.70	\$30,724.20
22	8" Dia. 45 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	EA	2	\$1,881.00	\$3,762.00
23	6" Dia. 45 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	EA	4	\$688.50	\$2,754.00
24	12" Dia. Transition Repair (Hymax) Coupling	EA	17	\$2,411.24	\$40,991.08
25	6" Dia. Transition Repair (Hymax) Coupling	EA	5	\$2,806.80	\$14,034.00
26	4" Dia. Transition Repair (Hymax) Coupling	EA	1	\$8,522.00	\$8,522.00
27	2" Water Service Meter Box (City of Yuma Std. 5-040)	EA	2	\$5,488.00	\$10,976.00
28	Watermain Blowoff (City of Std. 5-085)	EA	10	\$3,729.30	\$37,293.00
29	4" Double Check Valve (D.C.V.A) Backflow Prevention Assembly 3" and Larger Water Line (City of Yuma Std. 5-125), By the City of San Luis	EA	1	\$25,770.00	\$25,770.00
30	Lean Sand Slurry (T=12", Wide = 3')	LF	220	\$30.17	\$6,637.40
31	Sidewalk (City of Yuma Std. 3-135)	SF	321	\$7.38	\$2,368.98
32	Asphalt Paving (2" AC/4" ABC) - Pavement Structural Section No. 1	SY	1895	\$27.95	\$52,965.25
33	Asphalt Paving (3" AC/8" ABC) - Pavement Structural Section No. 2	SY	149	\$44.59	\$6,643.91
34	Cross Gutter (City of Yuma Std. 5-085, 5-090)	SF	62	\$26.63	\$1,651.06
35	Vertical Curb and Gutter (City of Yuma Std. 3-060)	LF	62	\$25.09	\$1,555.58
36	Adjust Existing Water Valve with New Frame and Cover (City of Yuma Std. 5-075)	EA	1	\$948.00	\$948.00
37	Storm Water Pollution Prevention Plan	LS	1	\$9,904.00	\$9,904.00
38	Maintenance and Protection of Traffic	LS	1	\$39,611.00	\$39,611.00

BID SCHEDULE CONTINUED

Firm Name: Gutierrez Canales Engineering, PC

Bid Item No.	Description	Unit of Measure	Total Qty	Unit Price	Total
39	Construction Staking	LS	1	\$ 21,000.00	\$ 21,000.00

SUBTOTAL \$ 897,196.57
5% CONTINGENCY \$ 44,859.82
TOTAL PROJECT COST \$ 942,056.39

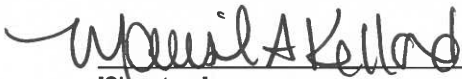
TOTAL BASE BID AMOUNT IN WORDS

Nine hundred forty-two thousand fifty-six dollars and thirty-nine cents

THIS PROPOSAL IS SUBMITTED BY Gutierrez Canales Engineering, PC,
a corporation organized under the laws of the State of Arizona,
or a partnership consisting of N/A - Gutierrez Canales Engineering, PC is a Corporation,
or individual trading as General Contractor,
of the City of Yuma, Arizona (City, State) and is the holder of Arizona State
Contractor's license(s): Class A (type) Classification General Engineering License
No. AZROC #323518.

The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ 75,000 and that the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS §32-1101 et seq.]

Respectfully Submitted,
Bidder Firm Gutierrez Canales Engineering, PC
Address 3136 E 33rd Place
City, State, ZIP Yuma Az, 85365

By  10/29/2024
[Signature] [Date]
Name Marisol A. Kelland
Title President/CEO
e-mail: mkelland@gce-pc.com

ATTEST:

[If Bidder is an Individual]

Witness: _____
[Signature] [Date]

Name and Title: _____

BID SURETY BOND

Project Name: City of San Luis - Cesar Chavez Blvd. Water Improvements, BAN-2024-10

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, Gutierrez Canales Engineering PC, as Principal, (hereinafter called the Principal),

and the Western Surety Company, a corporation duly organized under the laws of the State of South Dakota and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called City] as Oblige, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its PROPOSAL for the City of San Luis - Cesar Chavez Blvd. Water Improvements, BAN-2024-10.

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by the PROPOSAL then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this 23rd day of October, 2024.

Gutierrez Canales Engineering PC

Principal Firm [Seal]

Marisol A. Kelland
Principal Signature

Marisol A. Kelland
Name and Title

Western Surety Company

Surety Firm [Seal]

Melanie Ankeney
Surety Signature

Melanie Ankeney, Attorney-In-Fact

Name and Title

Constructors Bonding, Inc.

Agency of Record

7220 N. 16th Street, Building K
Phoenix, AZ 85020

Address

NOTE: Attach current power of attorney}

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David J McKee, Ted H Rarrick, Joseph A Clarcken III, Jennifer Castillo, Patrick R Hedges, Melanie Ankeney, Individually

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of August, 2023.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 19th day of August, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of October, 2024.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-4-2023

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis - Cesar Chavez Blvd. Water Improvements, BAN-2024-10

To: City of San Luis, Arizona

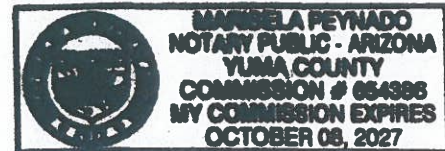
That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.

Marisol A. Kelland
Signature of Bidder

President/CEO
Title

Gutierrez Canales Engineering, PC
Business Name

3136 E. 33rd Place, Yuma, AZ, 85365
Address



Subscribed and sworn to before me this 28 day of October, 2024.

[Signature]
Notary Public

Notary Public in and for the County of YUMA, State Arizona.

My Commission Expires 10-08, 2027.

BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis - Cesar Chavez Blvd. Water Improvements, BAN-2024-10

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL in the same sealed envelope.

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING.

BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	CURRENT AZ LICENSE [CONTRACTOR/SUB CONTRACTOR]
1. <u>BLT Companies</u>	<u>Concrete Vendor</u>
2. <u>Hollis Brothers, LLC</u>	<u>Traffic Control - AZROC # 331780</u>
3. <u>Dahl Robins & Associates, Inc</u>	<u>Surveying RLS</u>
4. <u>Winnelson</u>	<u>Pipe Supplier (Vendor)</u>
5. _____	_____

EXAMINATION OF BID

Project: CITY OF SAN LUIS
CESAR CHAVEZ BLVD. WATER IMPROVEMENTS
BAN-2024-10

Bidder: Taylor Engineering, PLLC
2260 E. 16th Street
Yuma, Arizona, 85365
jhaines@tayengineering.com

No.: 2

Responsive Bid: Yes

BIDDING DOCUMENT	REQUIREMENT	REMARKS
PK-1 thru 4: Bid Schedule/Proposal Form	Filled out, signed, and submitted.	No comment.
PK-5: Bid Surety Bond equal to 10% of bid amount.	(Bid Bond form to be obtained by proposed Contractor, executed, and included with submission. A so-called "statutory" or "redline" bid bond form will suffice.)	No comment.
PK-6: Non-collusion affidavit	Filled out, signed, and submitted.	No comment.
PK-7: List of Possible Subcontractors	Filled out and put into separate sealed envelope and included in proposal.	No comment.

Proposal Kit

City of San Luis

Cesar Chavez Blvd. Water Improvements, BAN-2024-10

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

BIDDER FIRM: Taylor Engineering, PLLC

Project Name: City of San
Cesar Chavez Blvd. Water Improvements, BAN-2024-10

In compliance with the ADVERTISEMENT FOR BIDS:

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2019 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Understands that this PROPOSAL for construction of this PROJECT shall be submitted with a proposal guarantee of cash, certified check, cashier's check or BID SURETY BOND for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 7 (seven) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **60 calendar days** from the date of Notice to Proceed.

Hereby acknowledges receipt of and agrees Bidder's PROPOSAL is based on the following Addenda listed by number and date issued):

Number	Date	Number	Date
<u>ADDENDUM 1</u>	<u>10/18/2024.</u>	_____	_____

(List any additional addenda on the back of this sheet)

And, hereby submits the following BID SCHEDULE of units and quantities as a part of this PROPOSAL:

BID SCHEDULE

Project Name: City of San Luis
Cesar Chavez Blvd. Water Improvements, BAN-2024-10

For: City of San Luis, Arizona

Firm Name: Taylor Engineering, PLLC

Bid Item No.	Description	Unit of Measure	Total Qty	Unit Price	Total
1	Remove Existing Asphalt (Any Thickness)	SY	2051	\$16.00	\$32,816.00
2	Remove Existing Concrete Curb (Any Type)	LF	62	\$ 34.00	\$ 2,108.00
3	Remove Existing Sidewalk, Driveway, and Slab (Flat Work)	SY	45	\$80.00	\$ 3,600.00
4	Remove and Salvage Existing Fire Hydrant	EA	2	\$759.00	\$ 1,518.00
5	12" Dia. C-909 PVC Watermain	LF	220	\$129.00	\$ 28,380.00
6A	Install City Furnished 12" Dia. C-900 PVC Watermain	LF	1400	\$23.00	\$ 32,200.00
6B	12" Dia. C-900 PVC Watermain	LF	675	\$104.00	\$ 70,200.00
7	8" Dia. C-900 PVC Watermain	LF	621	\$83.00	\$51,543.00
8	6" Dia. C-900 PVC Watermain	LF	1324	\$66.00	\$ 87,384.00
9	2" Water Service, Gate Valve, and Service Line (City of Yuma Std. 5-040)	EA	4	\$3,653.00	\$ 14,612.00
10	12"x6" Tapping Sleeve and Gate Valve With Thrust Block (City of Yuma Std. 5-020, 5-025, 5-065, 5-075)	EA	5	\$5,002.00	\$25,010.00
11	12"x4" Tapping Sleeve and Gate Valve With Thrust Block (City of Yuma Std. 5-020, 5-025, 5-065, 5-075)	EA	1	\$5,255.00	\$ 5,255.00
12A	Install City Furnished 12" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	EA	9	\$1,821.00	\$ 16,389.00
12B	12" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	EA	16	\$6,851.00	\$109,616.00
13	8" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	EA	3	\$4,250.00	\$ 12,750.00
14	6" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	EA	8	\$3,288.00	\$ 26,304.00
15	Fire Hydrant (City of Yuma Std. 5-155)	EA	1	\$5,998.00	\$ 5,998.00
16	12"x12"x12" Tee With Thrust Block	EA	2	\$3,240.00	\$ 6,480.00
17	12"x8"x12" Tee With Thrust Block	EA	4	\$2,940.00	\$11,760.00
18	12"x6"x12" Tee With Thrust Block	EA	5	\$2,592.00	\$ 12,960.00

BID SCHEDULE CONTINUED

Firm Name: Taylor Engineering, PLLC

Bid Item No.	Description	Unit of Measure	Total Qty	Unit Price	Total
19	6"x6"x6" Tee With Thrust Block	EA	1	\$ 1,486.00	\$ 1,486.00
20	12" Dia. 90 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	EA	1	\$ 2,087.00	\$ 2,087.00
21	12" Dia. 45 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	EA	26	\$ 1,285.00	\$ 33,410.00
22	8" Dia. 45 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	EA	2	\$ 846.00	\$ 1,692.00
23	6" Dia. 45 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	EA	4	\$ 759.00	\$ 3036.00
24	12" Dia. Transition Repair (Hymax) Coupling	EA	17	\$ 2,579.00	\$ 43,843.00
25	6" Dia. Transition Repair (Hymax) Coupling	EA	5	\$ 2,087.00	\$ 10,435.00
26	4" Dia. Transition Repair (Hymax) Coupling	EA	1	\$ 1,960.00	\$ 1,960.00
27	2" Water Service Meter Box (City of Yuma Std. 5-040)	EA	2	\$ 822.00	\$ 1,644.00
28	Watermain Blowoff (City of Std. 5-085)	EA	10	\$ 1,818.00	\$ 18,180.00
29	4" Double Check Valve (D.C.V.A) Backflow Prevention Assembly 3" and Larger Water Line (City of Yuma Std. 5-125), By the City of San Luis	EA	1	\$ 7,428.00	\$ 7,428.00
30	Lean Sand Slurry (T=12", Wide = 3')	LF	220	\$ 29.00	\$ 6,380.00
31	Sidewalk (City of Yuma Std. 3-135)	SF	321	\$ 26.00	\$ 8,346.00
32	Asphalt Paving (2" AC/4" ABC) - Pavement Structural Section No. 1	SY	1895	\$ 95.00	\$ 180,025.00
33	Asphalt Paving (3" AC/8" ABC) - Pavement Structural Section No. 2	SY	149	\$ 151.00	\$ 22,499.00
34	Cross Gutter (City of Yuma Std. 5-085, 5-090)	SF	62	\$ 80.00	\$ 4,960.00
35	Vertical Curb and Gutter (City of Yuma Std. 3-060)	LF	62	\$ 67.00	\$ 4,154.00
36	Adjust Existing Water Valve with New Frame and Cover (City of Yuma Std. 5-075)	EA	1	\$ 1,715.00	\$ 1,715.00
37	Storm Water Pollution Prevention Plan	LS	1	\$ 5,532.00	\$ 5,532.00
38	Maintenance and Protection of Traffic	LS	1	\$ 79,017.00	\$ 79,017.00

BID SCHEDULE CONTINUED

Firm Name: Taylor Engineering, PLLC

Bid Item No.	Description	Unit of Measure	Total Qty	Unit Price	Total
39	Construction Staking	LS	1	\$31,742.29	\$ 31,742.29

SUBTOTAL \$ 1,026,454.29

5% CONTINGENCY \$ 51,322.71

TOTAL PROJECT COST \$ 1,077,777.00

TOTAL BASE BID AMOUNT IN WORDS

One Million seventy-seven thousand seven hundred seventy-seven dollars and no cents

THIS PROPOSAL IS SUBMITTED BY Taylor Engineering, PLLC,
a corporation organized under the laws of the State of Arizona,
or a partnership consisting of _____,
or individual trading as _____;
of the City of Yuma _____ (City, State) and is the holder of Arizona State
Contractor's license(s): ROC (type) Classification KA DUAL ENGINEERING License
No. 318502, 305112.

The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ 25,000 and that the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS §32-1101 et seq.]

Respectfully Submitted,

Bidder Firm Taylor Engineering, PLLC

Address 2260 E. 16th Street

City, State, ZIP Yuma, AZ 85365

By _____ [Signature] _____ [Date]

Name Jesse Haines

Title Managing Member

e-mail: jhaines@tayengineering.com

ATTEST:

[If Bidder is an Individual]

Witness: [Signature] 10/29/24
[Signature] [Date]

Name and Title: Anbar Conantes Accounting Specialist

BID SURETY BOND

Project Name: City of San Luis - Cesar Chavez Blvd. Water Improvements, BAN-2024-10

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, Taylor Engineering, PLLC, as Principal, (hereinafter called the Principal),

and the Westfield Insurance Company, a corporation duly organized under the laws of the State of Ohio and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called City] as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its PROPOSAL for the City of San Luis - Cesar Chavez Blvd. Water Improvements, BAN-2024-10.

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the PROPOSAL then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this 29th day of October, 2024.

Taylor Engineering, PLLC.

Principal Firm [Seal]

Principal Signature

Jesse Haines, Managing Member
Name and Title

Westfield Insurance Company

Surety Firm [Seal]

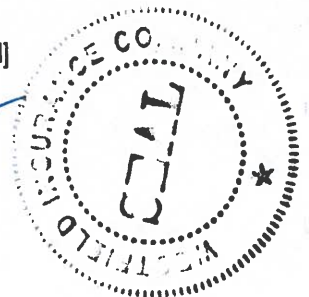
Surety Signature

Mark Drengler, Attorney-in-Fact
Name and Title

Surety Bonds Inc
Agency of Record

7540 Sawmill Pkwy Suite D Powell, Ohio 43065
Address

NOTE: Attach current power of attorney}



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/10/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3409062 02

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duty organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GAYLE E. MCCLELLAN, ADAM SCHLADE, CHRISTIE HOWARD, MARK DRENGLER, JOINTLY OR SEVERALLY

of POWELL and State of OH its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 10th day of JUNE A.D., 2020.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 10th day of JUNE A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of David A. Kotnik

State of Ohio County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of October A.D., 2024.



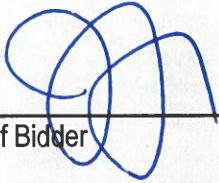
Signature of Frank A. Carrino Secretary

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis - Cesar Chavez Blvd. Water Improvements, BAN-2024-10

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.



Signature of Bidder

Managing Member

Title

Taylor Engineering, PLLC

Business Name

2260 E. 16th Street Yuma, AZ

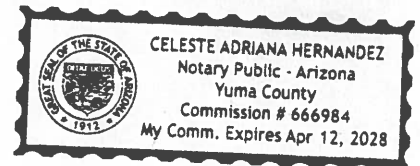
Address

Subscribed and sworn to before me this 29 day of October, 2024.

Notary Public

Notary Public in and for the County of YUMA, State ARIZONA.

My Commission Expires April 12, 2028.



EXAMINATION OF BID

Project: CITY OF SAN LUIS
CESAR CHAVEZ BLVD. WATER IMPROVEMENTS
BAN-2024-10

Bidder: DPE Construction, Inc.
1636-A E. 20th Street
Yuma, Arizona, 85365
estebanh@dpeyuma.com

No.: 3

Responsive Bid: Yes

BIDDING DOCUMENT	REQUIREMENT	REMARKS
PK-1 thru 4: Bid Schedule/Proposal Form	Filled out, signed, and submitted.	No comment.
PK-5: Bid Surety Bond equal to 10% of bid amount.	(Bid Bond form to be obtained by proposed Contractor, executed, and included with submission. A so-called "statutory" or "redline" bid bond form will suffice.)	No comment.
PK-6: Non-collusion affidavit	Filled out, signed, and submitted.	No comment.
PK-7: List of Possible Subcontractors	Filled out and put into separate sealed envelope and included in proposal.	No comment.

Proposal Kit

City of San Luis

Cesar Chavez Blvd. Water Improvements, BAN-2024-10

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

BIDDER FIRM: DPE CONSTRUCTION, INC.

Project Name: City of San
Cesar Chavez Blvd. Water Improvements, BAN-2024-10

In compliance with the ADVERTISEMENT FOR BIDS:

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2019 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Understands that this PROPOSAL for construction of this PROJECT shall be submitted with a proposal guarantee of cash, certified check, cashier's check or BID SURETY BOND for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 7 (seven) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within 60 calendar days from the date of Notice to Proceed.

Hereby acknowledges receipt of and agrees Bidder's PROPOSAL is based on the following Addenda listed by number and date issued):

Number	Date	Number	Date
<u>#1</u>	<u>10/18/24</u>	_____	_____

(List any additional addenda on the back of this sheet)

And, hereby submits the following BID SCHEDULE of units and quantities as a part of this PROPOSAL:

BID SCHEDULE

Project Name: City of San Luis
Cesar Chavez Blvd. Water Improvements, BAN-2024-10

For: City of San Luis, Arizona

Firm Name: DPE Construction, Inc.

Bid Item No.	Description	Unit of Measure	Total Qty	Unit Price	Total
1	Remove Existing Asphalt (Any Thickness)	SY	2051	\$ 12.00	\$ 24,612.00
2	Remove Existing Concrete Curb (Any Type)	LF	62	\$ 75.00	\$ 4,650.00
3	Remove Existing Sidewalk, Driveway, and Slab (Flat Work)	SY	45	\$ 105.00	\$ 4,725.00
4	Remove and Salvage Existing Fire Hydrant	EA	2	\$ 2,200.00	\$ 4,400.00
5	12" Dia. C-909 PVC Watermain	LF	220	\$ 175.00	\$ 38,500.00
6A	Install City Furnished 12" Dia. C-900 PVC Watermain	LF	1400	\$ 121.00	\$ 169,400.00
6B	12" Dia. C-900 PVC Watermain	LF	675	\$ 55.00	\$ 37,125.00
7	8" Dia. C-900 PVC Watermain	LF	621	\$ 75.00	\$ 46,575.00
8	6" Dia. C-900 PVC Watermain	LF	1324	\$ 48.00	\$ 63,552.00
9	2" Water Service, Gate Valve, and Service Line (City of Yuma Std. 5-040)	EA	4	\$ 5,000.00	\$ 20,000.00
10	12"x6" Tapping Sleeve and Gate Valve With Thrust Block (City of Yuma Std. 5-020, 5-025, 5-065, 5-075)	EA	5	\$ 4,000.00	\$ 20,000.00
11	12"x4" Tapping Sleeve and Gate Valve With Thrust Block (City of Yuma Std. 5-020, 5-025, 5-065, 5-075)	EA	1	\$ 16,200.00	\$ 16,200.00
12A	Install City Furnished 12" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	EA	9	\$ 15,533.33	\$ 140,800.00
12B	12" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	EA	16	\$ 1,575.00	\$ 25,200.00
13	8" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	EA	3	\$ 12,300.00	\$ 36,900.00
14	6" Resilient Gate Valve (City of Yuma Std. 5-065, 5-075)	EA	8	\$ 3,500.00	\$ 28,000.00
15	Fire Hydrant (City of Yuma Std. 5-155)	EA	1	\$ 14,500.00	\$ 14,500.00
16	12"x12"x12" Tee With Thrust Block	EA	2	\$ 4,200.00	\$ 8,400.00
17	12"x8"x12" Tee With Thrust Block	EA	4	\$ 2,500.00	\$ 10,000.00
18	12"x6"x12" Tee With Thrust Block	EA	5	\$ 2,800.00	\$ 14,000.00

BID SCHEDULE CONTINUED

Firm Name: DPE Construction, Inc.

Bid Item No.	Description	Unit of Measure	Total Qty	Unit Price	Total
19	6"x6"x6" Tee With Thrust Block	EA	1	\$ 1,600.00	\$ 1,600.00
20	12" Dia. 90 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	EA	1	\$ 1,900.00	\$ 1,900.00
21	12" Dia. 45 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	EA	26	\$ 1,000.00	\$ 26,000.00
22	8" Dia. 45 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	EA	2	\$ 2,500.00	\$ 5,000.00
23	6" Dia. 45 Degree Bend With Thrust Block (City of Yuma Std. 5-020, 5-025)	EA	4	\$ 1,450.00	\$ 5,800.00
24	12" Dia. Transition Repair (Hymax) Coupling	EA	17	\$ 2,400.00	\$ 40,800.00
25	6" Dia. Transition Repair (Hymax) Coupling	EA	5	\$ 3,000.00	\$ 15,000.00
26	4" Dia. Transition Repair (Hymax) Coupling	EA	1	\$ 1,800.00	\$ 1,800.00
27	2" Water Service Meter Box (City of Yuma Std. 5-040)	EA	2	\$ 4,500.00	\$ 9,000.00
28	Watermain Blowoff (City of Std. 5-085)	EA	10	\$ 9,000.00	\$ 90,000.00
29	4" Double Check Valve (D.C.V.A) Backflow Prevention Assembly 3" and Larger Water Line (City of Yuma Std. 5-125), By the City of San Luis	EA	1	\$ 20,000.00	\$ 20,000.00
30	Lean Sand Slurry (T=12", Wide = 3')	LF	220	\$ 55.00	\$ 12,100.00
31	Sidewalk (City of Yuma Std. 3-135)	SF	321	\$ 16.00	\$ 5,136.00
32	Asphalt Paving (2" AC/4" ABC) - Pavement Structural Section No. 1	SY	1895	\$ 32.00	\$ 60,640.00
33	Asphalt Paving (3" AC/8" ABC) - Pavement Structural Section No. 2	SY	149	\$ 108.00	\$ 16,092.00
34	Cross Gutter (City of Yuma Std. 5-085, 5-090)	SF	62	\$ 70.00	\$ 4,340.00
35	Vertical Curb and Gutter (City of Yuma Std. 3-060)	LF	62	\$ 105.00	\$ 6,510.00
36	Adjust Existing Water Valve with New Frame and Cover (City of Yuma Std. 5-075)	EA	1	\$ 1000.00	\$ 1,000.00
37	Storm Water Pollution Prevention Plan	LS	1	\$ 13,500.00	\$ 13,500.00
38	Maintenance and Protection of Traffic	LS	1	\$ 116,243.00	\$ 116,243.00

BID SCHEDULE CONTINUED

Firm Name: DPE Construction, Inc.

Bid Item No.	Description	Unit of Measure	Total Qty	Unit Price	Total
39	Construction Staking	LS	1	\$20,000.00	\$20,000.00

SUBTOTAL

\$1,200,000.00

5% CONTINGENCY

\$ 60,000.00

TOTAL PROJECT COST

\$ 1,260,000.00

TOTAL BASE BID AMOUNT IN WORDS

One Million Two Hundred and Sixty Thousand W/ Zero Cents.

THIS PROPOSAL IS SUBMITTED BY DPE CONSTRUCTION, INC

a corporation organized under the laws of the State of AZ.

or a partnership consisting of _____

or individual trading as _____

of the City of YUMA AZ.

(City, State) and is the holder of Arizona State

Contractor's license(s): A (type) Classification Gen. Engineering License

No. 080704

The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ 90,000.00 and that the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS §32-1101 et seq.]

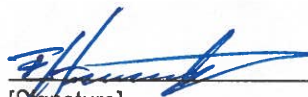
Respectfully Submitted,

Bidder Firm DPE CONSTRUCTION, INC

Address 1636 EAST 20TH STREET

City, State, ZIP YUMA, AZ, 85365

By



10/29/2024

[Signature]

[Date]

Name

ESTEBAN HERNANDEZ

Title

ESTIMATOR/PM

e-mail: _____

ATTEST:

[If Bidder is an Individual]

Witness: _____

[Signature]

[Date]

Name and Title: _____

BID SURETY BOND

Project Name: City of San Luis - Cesar Chavez Blvd. Water Improvements, BAN-2024-10

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, DPE Construction, Inc., as Principal, (hereinafter called the Principal),

and the Western Surety Company, a corporation duly organized under the laws of the State of South Dakota and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called City] as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its PROPOSAL for the City of San Luis - Cesar Chavez Blvd. Water Improvements, BAN-2024-10.

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the PROPOSAL then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this 28th day of October, 2024.

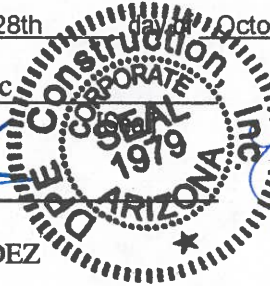
DPE Construction, Inc

Principal Firm

Principal Signature

ESTEBAN HERNANDEZ
ESTIMATOR/PM

Name and Title



Western Surety Company

Surety Firm

Surety Signature

Crysta J. Powell, Attorney-in-fact

Name and Title

Constructors Bonding, Inc. of Nevada

Agency of Record
P. O. Box 36797

Las Vegas, NV 89133-6797

Address

[Seal]



NOTE: Attach current power of attorney}

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Crysta J Powell, Gregory P Griffith, Stephanie L Bucholz, Debra K Williams, Individually

of Las Vegas, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of June, 2021.



WESTERN SURETY COMPANY

Handwritten signature of Paul T. Bruflat in black ink.

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



Handwritten signature of M. Bent in black ink.

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of October, 2024.



WESTERN SURETY COMPANY

Handwritten signature of L. Nelson in black ink.

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis - Cesar Chavez Blvd. Water Improvements, BAN-2024-10

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.



Signature of Bidder

ESTIMATOR/ PM

Title

DPE CONSTRUCTION, INC.

Business Name

1636 E 20TH STREET, YUMA, AZ 85365

Address

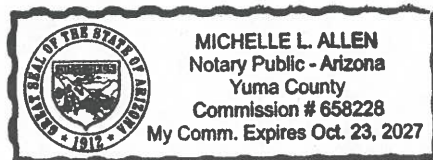
Subscribed and sworn to before me this 29 day of October, 2024.



Notary Public

Notary Public in and for the County of Yuma, State Arizona.

My Commission Expires October 23, 2027.





City of San Luis

Department of Public Works

• Administration • Streets • Water • Wastewater • Solid Waste • Fleet Services • Facilities •

AGREEMENT FOR THE CONSTRUCTION OF CITY OF SAN LUIS CESAR CHAVEZ BOULEVARD WATER IMPROVEMENTS PROJECT

This agreement ("Contract") is made and entered into this ____ day of November 2024, by and between:

<p>Gutierrez Canalez Engineering, PC 3136 E 33rd Place Yuma, Arizona 85365</p> <p>an Arizona for-profit corporation ("Contractor") and</p>	<p>City of San Luis 1090 East Union Street [<i>physical address</i>] P.O. Box 3750 [<i>mailing address</i>] San Luis, Arizona 85349</p> <p>an Arizona municipal corporation ("City" or "City of San Luis")</p>
----------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposals ("RFP"), shall have the same meaning in this Contract unless otherwise specified in this Contract. Any term defined in the General Conditions and used in this Contract shall be interpreted as per the definition provided in the General Conditions.

WHEREAS, the Scope of Work requires the Contractor to furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the City of San Luis – Cesar Chavez Boulevard Water Improvements Project ("Project"), per the Contractor's bid of October 29, 2024 ("Proposal") and to completely and totally remove and install the materials therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its engineers ("ENGINEERS"), or the ENGINEERS' properly authorized agents and strictly pursuant to and in conformity with the plans and specification prepared by the ENGINEERS, and with such modifications of the same and other documents that the City may make through the ENGINEERS or the ENGINEERS' properly authorized agents, as provided herein; and

WHEREAS, San Luis City Council, at a properly noticed open meeting, awarded the bid to the Contractor on November 13, 2024;

NOW, THEREFORE, the above recitals are incorporated into this Contract. In consideration of the City paying the sum of \$942,054.30 to the Contractor and the Contractor constructing the Cesar Chavez Boulevard Water Improvements and other work incidental in the manner and at the time provided in this Contract, and in consideration of the other mutual benefits and obligations contained in this Contract, the Parties agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY:	Jenny Torres, Acting City Manager City of San Luis, Arizona Telephone: (928) 341-8520 E-mail: jtorres@sanluisaz.gov
CITY PROJECT MANAGER:	Jorge Perez, Assistant Director of Public Works City of San Luis Telephone: (928) 341-8577 E-mail: jperez@sanluisaz.gov
CONTRACTOR:	Marisol A. Kelland, President Gutierrez Canales Engineering, PC Telephone: (928) 920-1247 E-mail: mkelland@gce-pc.com
CONTRACTOR MANAGER:	Marisol A. Kelland, President Gutierrez Canales Engineering, PC Telephone: (928) 920-1247 E-mail: mkelland@gce-pc.com
PROJECT ENGINEER / DESIGNER:	Tomas Sanchez, PE, RLS Core Engineering Group, PLLC. Telephone: (928) 344-5931 E-mail: tsanchez@core-e-g.com
PROJECT DESCRIPTION:	City of San Luis, Cesar Chavez Blvd. Water Improvements
PROJECT LOCATION:	Cesar Chavez Blvd. between US95/Main Street and 10 th Avenue

ARTICLE 2 - CONTRACT DOCUMENTS

The Contract between the City and the Contractor shall consist of the following items, collectively the "Contract Documents:"

1. Change Orders, written and properly executed (if any), as defined in the General Conditions;
2. Performance bond and payment bond (required by A.R.S. § 41-2574, also known as contract bond and labor & materials bond), warranty bond, bid bond, and other bonds;
3. Project specifications;
4. Construction Documents, as defined in the General Conditions;
5. General Conditions;
6. Bid documents {including but not limited to the advertisement for bids, bid schedule, addenda (if any), additive bid items (if any), and the Proposal};
7. Special Conditions provided in the RFP Pages SP-1 through SP-8 (which amend Part 100 of the 2016 City of San Luis Supplemental to the 2015 MAG Uniform Standard Specifications);
8. 2016 City of San Luis Supplemental to the 2015 MAG Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, MAG Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings – Edition 2019;
9. Certificates of Insurance;

10. Notice to Proceed, as defined in the General Conditions; and
11. Project Schedule, as defined in the General Conditions

By this reference, the above Contract Documents are incorporated into and made a part of this Contract to the same extent as if set forth in full here.

In the event of a conflict of language between the items listed above, they shall govern in the order listed. The Contract Documents shall govern in all other matters not otherwise specified by the Contract between the Parties. All previous contracts between the Contractor and City are not applicable to this Contract or other resultant contracts.

ARTICLE 3 - DESIGN PHASE SERVICES

The Contractor is not required to provide design phase services to the City in relation to this Project.

ARTICLE 4 - CONSTRUCTION SERVICES

4-1 General.

- 4-1.01 The Contractor agrees, at its own cost and expense, to do all Work (as defined in the General Conditions) necessary and required to fully, timely, and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.
- 4-1.02 The Contractor shall provide all the labor and materials and perform the Work in accordance with Section 4 of the General Conditions. Below are some but not all of the major components of the construction services and the corresponding subsections of Section 4 of the General Conditions.
- 4-1.03 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all laws, regulations, or legal requirements applicable to the City, the Project, and the Contract, including, without limitation, those set forth in the General Conditions.
- 4-1.04 The Contractor shall perform the Work under this Contract using only those firms, team members, and individuals designated by Contractor consistent with the Contractor's accepted bid, or otherwise, approved by the City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.
- 4-1.05 The Contractor shall comply with all terms and conditions of the General Conditions.
- 4-1.06 The terms of this Contract shall govern in the event of a conflict between it and the General Conditions or any exhibit to the Contract or appendix to the General Conditions.
- 4-1.07 For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings, and other information or matter in whatever form created (e.g., electronic or printed) and in all media now known or in the future created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act

17 U.S.C. § 101 (Copyright Act). If, for any reason, any such Work is found not to be a Work Made for Hire, the Contractor, by entering into this Contract, transfers and assigns ownership of the copyright in such Work to the City. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of the City. The rights in this Section are exclusive to the City in perpetuity.

- 4-2 The Contractor's Pre-Contract and Pre-Work Deliverables. The Contractor shall provide the deliverables in accordance with Section 4.2 of the General Conditions.
- 4-3 Pre-Construction Conference. The Contractor shall attend the pre-construction conference in accordance with Section 4.3 of the General Conditions.
- 4-4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). The Contractor shall control and maintain the Project site in accordance with Section 4.4 of the General Conditions.
- 4-5 Control of the Project Site. The Contractor shall control and maintain the Project site in accordance with Section 4.5 of the General Conditions.
- 4-6 Project Safety. The Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.
- 4-7 Materials Quality, Substitutions, and Shop Drawings. The Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.
- 4-8 Project Record Documents. The Contractor shall maintain and make available the Project Record Document in accordance with Section 4.8 of the General Conditions.
- 4-9 Warranty and Correction of Defect Work. The Contractor shall provide warranties and correct defective Work in accordance with section 4.9 of the General Conditions.

ARTICLE 5 - CITY'S RESPONSIBILITIES

The City shall have the responsibilities and provide the information specified in, and subject to, the conditions set forth in Section 5 of the General Conditions.

ARTICLE 6 - CONTRACT TIME

6-1 Contract Time.

The Contract Time shall start with the Notice to Proceed and end with Final Acceptance, as set forth in Section 6-4 below. The Notice to Proceed cannot be issued prior to the City's approval and acceptance of the Contractor's bid.

6-1.01 The Contract Time shall be as set forth in the Project Schedule. The Contractor agrees that it will commence the performance of the Work and complete the Project within the Contract Time.

6-1.02 Time is of the essence of this Contract, for the Project, and for each phase and designated milestone of the Contract.

6-1.03 Failure on the part of the Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for the City to terminate this Contract.

6-2 Project Schedule. The Project Schedule, as required by Section 6.2 of the General Conditions, shall be updated and maintained throughout the Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6-3 Final Completion and Final Acceptance.

6-3.01 The Parties expressly agree by this writing that Final Completion (as defined in Section 2.14 of the General Conditions) must be obtained by **no later than ninety (90) days** (calendar days, as defined in Section 2.12 of the General Conditions) **after the date of Notice to Proceed**. Final Completion will be determined, and Final Acceptance will be issued pursuant to Sections 6.3 and 6.4 of the General Conditions.

6-4 Liquidated Damages.

6-4.01 Because of the contingencies related to grant money to widen Cesar Chavez Boulevard relying on timely completion of this Project, the Contractor acknowledges and agrees that if the Contractor fails, neglects, or refuses to obtain the Final Completion of the Work within ninety (90) days, the City will sustain extensive damages and serious loss as a result of such failure. The Contractor agrees to pay the City liquidated damages for delay in the sum of **\$840.00** for each consecutive calendar Day after the ninety (90) days have expired and the Final Completion of Work is not achieved. The Parties agree that the stated liquidated damages are reasonable to compensate the City and not as punitive damages. (The sum of \$840.00 per day is consistent with Section 6.4 of the General Conditions and its reference to Subsection 108.9 of the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction.)

6-4.02 The City may deduct liquidated damages described in Subsection 6-4 above from any unpaid amounts then or thereafter due to the Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the

highest lawful rate of interest payable by the Contractor.

6-4.03 Nothing in this Contract shall be deemed to constitute a waiver of any other remedy available to the City in the event of the Contractor's default under this Contract prior to full performance of the Work, including, as applicable, specific performance or completion of the Work on behalf of the Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by the Contractor

ARTICLE 7 - CONTRACT PRICE

7-1 Contract Price.

7-1.01 In exchange for the Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, the City will pay the Contractor the Contract Price (as defined by Section 2.6 of the General Terms), which is nine hundred and forty-two thousand, fifty-four U.S. dollars and thirty cents (\$942,054.30).

7-1.02 The Contract Price is all-inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly, and timely perform and construct the Work.

ARTICLE 8 - PAYMENT

Payments shall be made to the Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 - CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 - TERMINATION

The Contract may be terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 - INSURANCE AND BONDS

11-1 The Contractor shall provide Insurance as provided in the Insurance Requirements and in accordance with Section 11.1 of the General Conditions. The Contractor shall provide proof of such Insurance and all required endorsements in forms acceptable to the City prior to commencing any Work under this Contract.

11-2 The Contractor shall provide performance, payment, and warranty bonds to the City in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-222.

11-3 The Contractor's failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to the City will be a material breach and grounds for termination for cause under this Contract.

ARTICLE 12 - INDEMNIFICATION

The Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in section 13 of the General Conditions.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14-1 The miscellaneous provisions set forth in section 14 of the General Conditions shall apply to this Contract.

14-2 The Contractor and any subcontractors or agents of the Contractor shall abide by the federal regulations prohibiting discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation, and take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

ARTICLE 15 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts. Such signature pages may all be attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

ARTICLE 16 - AUTHORITY

Each Party represents and warrants to the other Party: (i) that such Party is duly organized and validly existing under the laws of the State of Arizona and has full corporate power and authority to enter into this Contract and to carry out the provisions of this Contract; (ii) such Party is duly authorized to execute and deliver this Contract and to perform its obligations under this Contract; (iii) the person executing this Contract on such Party's behalf has been duly authorized to do so by all requisite corporate action, and (iv) this Contract is a legal and valid obligation binding upon the Parties and enforceable in accordance with its terms.

[Intentionally left blank. Signature page follows.]



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. F.

Meeting Date: 11/13/2024

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion

Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Bernardo Arce on behalf of Raicilla USA, located at 1122 Beach Street, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

- A. Staff and/or Applicant presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Raicilla USA

SUMMARY:

Mr. Bernardo Arce submitted a Liquor License Application to the Arizona Department of Liquor Licenses and Control. The notice and the application were posted in a conspicuous place at the premises proposed to be licensed by the above applicant, and said notice was posted for at least twenty (20) days pursuant to A.R.S. § 4-201. The City Clerk's office has not received any comments in favor of or against the application. However, the property is located in a residential area zoned R1-6, whose requested use is not permitted. Staff does not recommend approval to the Arizona Department of Liquor Licenses and Control for Raicilla USA.

RECOMMENDATION / SUGGESTED MOTION:

A. STAFF AND/OR APPLICANT PRESENTATION

B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING

C. MAYOR NIEVES RIEDEL TO CALL THE PUBLIC ON THIS ITEM

D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING

E. I MOVE TO NOT RECOMMEND APPROVAL OF THE LIQUOR LICENSE APPLICATION TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR RAICILLA USA, FOR THE REASONS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no fiscal impact associated with this item.

Attachments

Notice & Application

Liquor License Review by Development Services

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: October 10, 2024

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

City Council - City of San Luis

PLACE 1090 E. Union Street DATE/TIME 11/13/2024 @ 6:00 PM
San Luis, AZ 85349

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 928-341-8520

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 928-341-8520 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

Name:
BERNARDO ARCE

Title:
Manager

% Interest:
100.00

RAICILLA USA LLC - Manager

Name: BERNARDO ARCE
Gender: Male
Correspondence Address: PO BOX 8405
SAN LUIS, AZ 85349
USA
Phone: (928)261-3061
Alt. Phone:
Email: BARCE@RAICILLAUSA.COM

MANAGERS

Name: BERNARDO ARCE
Gender: Male
Correspondence Address: PO BOX 8405
SAN LUIS, AZ 85349
USA
Phone: (928)261-3061
Alt. Phone:
Email: BARCE@RAICILLAUSA.COM

APPLICATION INFORMATION

Application Number: 306391
Application Type: New Application
Created Date: 08/20/2024

QUESTIONS & ANSWERS

004 Wholesaler

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
OWNER
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 6) Are there walk-up or drive-through windows on the premises?
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No



City of San Luis

Development Services

RECEIVED

NOV 5 2024

CITY CLERK'S OFFICE

Liquor License Review

Name of Business: RACILLA USA

Former Name of Business (if applicable): _____

Physical Address: 1122 E BEACH ST

Type of Arizona liquor license requested: WHOLESALE

Date of City Council Public Hearing: November 13, 2024

Zoning: R1-6 // Is requested use permitted? NO

Distance to nearest school facility: RIO COLORADO ELEMENTARY SCHOOL- 1055 N MAIN ST= 1156
Feet (distance is measured from wall to wall unless outdoor school recreation area is included)

Distance to nearest religious institution: 984 N MAIN ST-SAINT JUDE THADDEUS ROMAN CATHOLIC
PARIS = 1024 Feet (distance is measured from wall to wall unless outdoor school recreation area is included)

Verified by Planning and Zoning Division: