

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
REPORT NO.1

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Date: September 20, 2024

SEP 20 2024


Executive Officer
Board of Public Works

CD No(s): ALL

Honorable Board of Public Works
of the City of Los Angeles

Commissioners:

REQUEST BOARD APPROVAL OF THE PARTNERSHIP AGREEMENT BETWEEN CLIMATE RESOLVE, AS LEAD APPLICANT, AND BUREAU OF STREET SERVICES, AS STATUTORY PARTNER, FOR THE U.S. EPA ENVIRONMENTAL AND CLIMATE JUSTICE COMMUNITY CHANGE GRANT PROGRAM ("COMMUNITY CHANGE")

RECOMMENDATIONS:

That your Board review and approve the Partnership Agreement between the lead applicant, Climate Resolve, and statutory partner, Bureau of Street Services, in support of the EPA Environmental and Climate Justice Community Change Grant Program.

TRANSMITTAL:

1. Partnership Agreement between Climate Resolve and Bureau of Street Services

FISCAL IMPACT STATEMENT:

There is no direct impact to the General Fund. Bureau of Street Services as the Statutory Partner is not responsible for funding the project, including but not limited to funding through front-funding or through any line of credit or other funding mechanism that the Lead Applicant, Climate Resolve, may use to front-fund the project.

DISCUSSION

Background: On November 21, 2023, the U.S. Environmental Protection Agency (EPA) announced the Environmental and Climate Justice Community Change Grants Program (CCGP) for FY 2024. This program supports community-based projects aimed at improving environmental and climate justice outcomes in disadvantaged communities. Grants are awarded on a rolling basis until November 21, 2024. There is no matching requirement, but each entity is limited to two applications. EPA may allow for reconsideration and resubmission at their discretion. The first round of selections will

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begin in April 2024, and all projects must be completed within three years with no extensions. Funding is available under two tracks:

- Track I: Community-Driven Investments for Change (\$10-\$20 million per project, 150 total awards, \$1.96 billion allocated).
- Track II: Meaningful Engagement for Equitable Governance (\$1-\$3 million per project, 20 total awards, \$40 million allocated).

Proposed Project Submission:

- Lead Applicant: Climate Resolve
- Track: I – Community-Driven Investments for Change
- Total Grant Request: \$17,928,379.86
- Scope of Work:
- Climate Action Strategies: Includes green infrastructure, mobility improvements, energy-efficient housing, and creating a community resilience hub at Estrada Courts.
- Pollution Reduction Strategies: Focuses on improving outdoor air quality and community health through air quality monitoring in Boyle Heights.

Project Timeline: The project is expected to begin in October 2024 and will be completed by October 2027. Pre-planning, design, and community engagement have been conducted with Los Angeles City departments and community partners to ensure completion within the three-year period.

Community Impact: The project, titled “Empowerment, Beautifying and Transforming our Community,” will focus on the southern end of Boyle Heights, an area impacted by pollution from nearby freeways and industrial zones. This culturally-rich, predominantly Latino community faces significant environmental and economic challenges, including exposure to poor air quality and risks of gentrification. The Boyle Heights Green Collaborative, comprising local government, nonprofit organizations, and community leaders, is committed to addressing these issues through climate resilience and pollution reduction initiatives.

Government Partner Request: Climate Resolve seeks partnership with Bureau of Street Services as a "Statutory Partner" to:

- Increase Credibility: Strengthen the proposal with local government support.
- Broaden Impact: Expand the project’s reach and demonstrate collaborative effort.
- Leverage Expertise: Utilize Bureau of Street Services’ resources and data to enhance project outcomes.

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- Strengthen Funding Potential: Federal agencies favor projects with cross-sector partnerships, increasing the likelihood of success.

Statutory Partner Responsibilities

As a Statutory Partner, Bureau of Street Services, will provide services within the Bureau's existing programs, specifically only providing tree planting permits and oversight of cool paving work.

CONCLUSION:

In summary, partnering with Bureau of Street Services will strengthen Climate Resolve's application and improve the project's ability to address environmental and climate challenges in Boyle Heights. Council approval is not required for accepting this grant, as no funds are being issued directly to the City, and the Bureau of Street Services is serving only as a Statutory Partner. Board approval is requested for the Bureau of Street Services' participation in this partnership agreement for resources provided by the Bureau from existing programs, requiring no additional resources, and thus ensuring no fiscal impact.

(ATR KM)

Respectfully submitted,



for

KEITH MOZEE, DIRECTOR
BUREAU OF STREET SERVICES

Prepared by:
BSS: ATR



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Partnership Agreement Between the Lead Climate Resolve (“CR”) and the Statutory Partner City of Los Angeles Bureau of Street Services (“StreetsLA”)

EPA Environmental and Climate Justice Community Change Grant Program (“Community Change”)

Statement of Purpose: The purpose of this Partnership Agreement (“Agreement”) is to set forth the basis, terms, and goals of the EPA Community Change Climate Resilience Zone partnership between Climate Resolve (Lead Applicant) and the City of Los Angeles Bureau of Street Services (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 Statutory Partner is not responsible for funding the project, including but not limited to funding through front-funding or through any line of credit or other funding-mechanism that the Lead Applicant may use to front-fund the project. The Lead Applicant will spread out the capital improvements strategically within the three-year project timeline to ensure the Lead Applicant can properly pay and front-fund project costs, so there will be flexibility in the project timeline to achieve this.
- The Lead Applicant shall be responsible for compliance and legal issues, and managing all risks associated with the project. If the Statutory Partner has to be replaced due to performance issues, the Lead Applicant will ensure that the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within three years. 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, will draft and enter into 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.



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- The Statutory Partner shall be responsible for the following work and deliverables:
 - 1) General project management, oversight, guidance, and maintenance for the cool pavement installations on public streets as consistent with the project if selected for award. Cool pavement installation and/or related work may be performed by contractors to the Statutory Partner at the Statutory Partner's sole discretion; such contracted work shall be subject to contract approval requirements by the Statutory Partner, including but not limited to competitive procurement processes.
 - 2) General oversight of the Urban Forestry Division (UFD) tree planting location inspections as part of the tree planting permits as consistent with the project if selected for award.

- The Statutory Partner shall not be responsible for the following:
 - 1) Project management outside of tree planting permits and cool paving.
 - 2) Hardscape work, such as concrete curbs and sidewalks, or reviewing drawings, obtaining permits, or implementation
 - 3) Any work outside of the public right-of-way in the City of Los Angeles, such as in the jurisdiction of Caltrans, Metro, or the City of Los Angeles Department of Recreation and Parks
 - 4) Any coordination with other departments of the City of Los Angeles other than the Bureau of Street Services in the Department of Public Works, or with other public or non-public entities, which is the sole responsibility of Lead Applicant to coordinate with those departments or agencies
 - 5) Tree establishment period.
 - 6) Obtaining maintenance agreement(s) from adjacent property owners for tree establishment or maintenance.

Disputes between the partners shall be attempted to be resolved by internal negotiations first. Both parties shall clarify their needs, interests, and objectives and show a reasonable understanding of the other party's goals and challenges. Both parties commit to starting the dispute process by identifying common interests and shared goals, emphasizing areas where collaboration can benefit all parties and contribute to the common good. Parties will then:

- Define Parameters: Clearly define the scope of the negotiation, including the issues to be addressed, timelines, and any constraints or limitations. This helps manage expectations and ensures that all parties are aligned on what will be discussed and negotiated.
- Communicate Effectively: Effective communication is essential throughout the negotiation



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process. Be transparent, honest, and open to feedback. Actively listen to the concerns and perspectives of the other parties involved and ensure that your organization's interests and needs are also clearly communicated.

- **Generate Options for Mutual Gain:** Brainstorm and explore various options and solutions that could address the interests and needs of all parties involved. Focus on creating value and finding win-win outcomes that benefit everyone rather than engaging in zero-sum negotiations.
- **Negotiate with Flexibility:** Negotiation is often a dynamic process that requires flexibility and adaptability. Be prepared to adjust your strategies and explore alternative solutions if initial proposals or positions do not meet the needs of all parties involved.
- **Document Agreements:** Once consensus is reached on key issues, document the agreements in writing to ensure clarity and accountability. This may include formalizing contracts, memoranda of understanding (MOUs), or other legal agreements as necessary.

If a Dispute cannot be settled through negotiation, the parties may resort to any of the following:

1. Mediation

The parties agree to meet and negotiate in good faith to resolve any dispute ("Dispute") that may arise between them. If the parties are unable to resolve a Dispute by good faith negotiation, either party may then refer the matter to mediation. The Dispute shall be submitted to a mediator in accordance with the mediation procedures of the American Arbitration Association. The mediation shall take place in Los Angeles, California.

Any party refusing to mediate shall not prevent the other party from pursuing its claims in arbitration. Nothing herein will be construed to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy will not waive the moving party's right to compel arbitration of any dispute.

The parties will share the cost of mediation equally.

2. Arbitration

The parties agree that, in the event a Dispute cannot be resolved through good faith negotiation or mediation, either party may then refer the matter to arbitration. The Dispute shall be submitted to an arbitrator in accordance with the rules and procedures of the



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American Arbitration Association. The arbitration shall take place in Los Angeles, California. The arbitrator's decision shall be non-binding on the parties.

The parties will share the cost of non-binding arbitration equally.

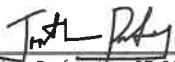
3. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to California's choice of law rules.

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

We agree to these terms and provisions:

For Lead Applicant (Climate Resolve)


Jonathan Parfrey (Aug 27, 2024 11:24 PDT)

Jonathan Parfrey, Executive Director

Signatory and Title

27/08/2024

Date

For Statutory Partner (StreetsLA)

DocuSigned by:



Executive Director

703F6FDE130B4C8
Signatory and Title

9/10/2024

Date

For CA Review_ Copy of CR_Attachment B_ Partnership Agreement_2024.08.01.docx

Final Audit Report

2024-08-27

Created:	2024-08-27
By:	Emilia Garcia (egarcia@climateresolve.org)
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"For CA Review_ Copy of CR_Attachment B_ Partnership Agreement_2024.08.01.docx" History

-  Document created by Emilia Garcia (egarcia@climateresolve.org)
2024-08-27 - 6:23:13 PM GMT
-  Document emailed to Jonathan Parfrey (jparfrey@climateresolve.org) for signature
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-  Document e-signed by Jonathan Parfrey (jparfrey@climateresolve.org)
Signature Date: 2024-08-27 - 6:24:06 PM GMT - Time Source: server
-  Agreement completed.
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