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October 3, 2024

The Honorable City Council
% Holly L. Wolcott
City Clerk
Room 360, City Hall

COUNCIL FILE 21-1015-S9 – AUTHORITY TO EXECUTE PARTNERSHIP AGREEMENTS FOR ENVIRONMENTAL AND CLIMATE JUSTICE COMMUNITY CHANGE GRANTS PROGRAM (CCGP) FY 2024

SUMMARY

City Council approved (C.F. 21-1015-S9) for the Bureau of Engineering (BOE) to apply for funding from the United States Environmental Protection Agency's (USEPA) Environmental and Climate Change Justice Community Change Grants Program (CCGP). BOE now seeks authorization to develop and execute Partnership Agreements with River LA, LA Más, Friends of the LA River (FoLAR), the Mountains Recreation and Conservation Authority (MRCA), and California State Parks to fulfill CCGP requirements and deliver components of the project scope.

RECOMMENDATIONS

1. AUTHORIZE the City Engineer to develop and execute individual Partnership Agreements or multi-party Partnership Agreements with River LA, LA Más, Friends of the LA River (FoLAR), Mountains Recreation and Conservation Authority (MRCA), and/or California State Parks Foundation (CSPF) as needed, essentially in the form of Attachment 1 to this report.
2. AUTHORIZE the City Engineer to develop and execute any necessary forms, letters, certifications, or other agreements necessary to carry out the application to the CCGP program.
3. AUTHORIZE the City Engineer to make any technical corrections to the recommendations above to effectuate the intent of the City Council action.

BACKGROUND

On May 24, 2024, the City Council adopted C.F. 21-1015-S9 authorizing the Bureau of Engineering to apply for the USEPA CCGP for Fiscal Year 2024. Application work is underway for the application due November 21, 2024.

DISCUSSION

The CCGP requires that applicants form at least one partnership with an external organization such as a Community-Based Organization, academic entity, etc. to be eligible for the grant. There are two types of partnerships that can be created for this project: applicants must form a *Statutory Partnership* with a community-based non-profit organization (CBO) while additional organizations may participate as *Collaborating Entities* through subawards, or as contractors selected in accordance with competitive procurement requirements.

BOE has identified several partners:

River LA, Statutory Partner: a nonprofit whose mission is to champion river-oriented policy and sustainable public space across all 51 miles of the Los Angeles River. River LA has been an established 501(c)3 since 2009 and is in good standing with the IRS as of the time of this report. River LA would perform community engagement.

LA Más, Collaborating Entity: a community organization that creates and sustains cooperative systems of living and is working toward a regenerative Northeast Los Angeles that prioritizes the wellbeing of the community. LA Más was established in 2012 as an urban design non-profit organization and is in good standing with the IRS as of the time of this report. LA Más would perform workforce development program design.

Friends of the LA River (FoLAR), Collaborating Entity: a nonprofit whose mission is to build capacity for communities, students, and future leaders to advocate for nature, climate, and equity on the Los Angeles River. FoLAR is an established 501(c)3 that has been active since 1986 and is in good standing with the IRS as of the time of this report. FoLAR would perform community education on water quality improvement.

Mountains Recreation and Conservation Authority (MRCA), Collaborating Entity: a local government public entity which is dedicated to the preservation and management of local open space and to ensuring access to public parkland and coastal resources. The MRCA is a co-member, with the City, of the 100 Acre Partnership at Taylor Yard (CF 14-1158-S13) and is a property owner within the project area.

CA State Parks Foundation (CSPF), Collaborating Entity: a nonprofit organization whose mission is to provide for the health, inspiration and education of the people of California. State Parks is a co-member, with the City, of the 100 Acre Partnership at Taylor Yard (CF 14-1158-S13) and is a property owner within the project area.

BOE now asks the City Council for authority to finalize and execute the necessary agreements with these partners. USEPA has provided sample agreement language upon which the final agreements will be based.

FISCAL IMPACT

There are no fiscal impacts that result from the requested partnerships needed for this grant application. If the grant is awarded, grant funds would be allocated to the partners for scopes of work outlined in the grant award.

For questions, please contact Michael Affeldt at michael.affeldt@lacity.org, or 213-847-0345.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted Allen". Above the signature is a faint red stamp that says "ENGINEERING" and "Electronically signed by Ted Allen on 10/03/2024 4:48 PM".

Ted Allen
City Engineer
Bureau of Engineering

DW/MA/SB

ATTACHMENT 1: TEMPLATE PARTNERSHIP AGREEMENT

cc: Helene Rotolo, Office of Councilmember Eunisses Hernandez, 1st District
Geoff Thompson, Office of the Mayor
Teresa Villegas, Board of Public Works
Deborah Weintraub, Bureau of Engineering

PARTNERSHIP AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
[STATUTORY PARTNER/COLLABORATING ENTITY]

This Partnership Agreement (the “Agreement”) is made and entered into this xx/xx/xxxx (the “Effective Date”). The CITY OF LOS ANGELES (“CITY”), a municipal corporation, as represented by the Bureau of Engineering (“BOE”), and [PARTNER ORGANIZATION] are the “Partners” in this Agreement are as follows:

The Partners of this Agreement to the following:

- I. The Partners are executing this document to create a Partnership. This Partnership will be known as **The Paseo del Rio Partnership** (the “Partnership”).
- II. The Partnership
 - A. The Partners wish to become partners for the primary purpose of applying for and, if awarded, completing an Environmental Protection Agency (EPA) Community Change Grant (CCG).
 - B. The terms and conditions of their Partnership will be outlined in this Agreement.
 - C. The Partnership will be in effect on [date of joint signature].
 - D. The Partnership will only be terminated as outlined in this Agreement.
 - E. The Partnership will be governed under the laws of the state of [California].
 - F. The Partners shall be responsible for the work of their employees or volunteers and for completing their agreed-to roles and responsibilities.
- III. Roles of the Partners
 - A. [BOE] shall be the Lead Applicant of a CCG and shall:

1. Be responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities.
2. Make a subaward to the [Statutory Partner/Collaborating Entity] in the amount consistent with the final EPA approved grant budget.
3. Make sure that all subawards comply with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance.
4. Be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
5. Be responsible for all compliance and legal issues, and managing risks associated with the project
6. Be responsible for the following project-specific activities:
 - a) [List all activities in the project plan that the Lead Applicant is going to implement]
7. Share decision making authority with the [Statutory Partner/Collaborating Entity] And other parties as specified in the Collaborative Governance Structure that is submitted to the EPA as part of the CCG application.

B. [Statutory Partner/Collaborating Entity], if the CCG is awarded, shall:

1. Be responsible for the following project-specific activities:
 - a) [List all activities in the project plan that the Lead Applicant is going to implement].
 - b) Share decision making authority with the [BOE] and other parties as specified in the Collaborative Governance

Structure that is submitted to the EPA as part of the CCG application

IV. Dispute Resolution

- A. [Include how disputes will be resolved].
- B. Both members of this partnership recognize that EPA is not a party to this agreement and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.

V. Replacement of the [name of Statutory Partner] as a Statutory Partner

- A. [Describe the procedures for replacing a Statutory Partner. Procedures must ensure the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within three years.]
- B. Any replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6

VI. Grant application

- A. [City] shall not submit a CCG application for this Partnership without the written approval of the [Statutory Partner – River LA].

VII. End of the Partnership

- A. Unless overridden by a new written agreement of the Partners, the Partnership shall end in one of the following ways:
 - 1. When the [Statutory Partner/Collaborating Entity] is replaced under the procedure listed in Section V of this agreement.
 - 2. When the CCG is completed as determined by the EPA.

3. When the Partnership is informed that their application for a CCG is rejected unless, as agreed upon by both Partners, they resubmit an amended application.
4. When the Partnership is informed that their resubmitted application is rejected.

B. The Partners agree to be bound by the terms of this Partnership Agreement and agree that the Partners have received due consideration for entering into this contract.

Signature Block for Lead Applicant, including date:

Lead Applicant	Date
Ted Allen, P.E.	
City Engineer	

APPROVED AS TO FORM:
Hydee Feldstein Soto, City Attorney

By: _____ Date: _____
NAME
TITLE

Signature Block for Statutory Partner, including date:

Statutory Partner/Collaborating Entity	Date
NAME	
TITLE	