



To: Theresa Adams-Lopez, Port of Los Angeles  
From: Meghan Reese, Executive Director, Harbor Community Benefit Foundation  
Date: **October 4, 2022**  
Re: Community Benefit Grant Program, Round 8 & PCMTF Transfer

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## **INTRODUCTION**

In accordance with the Operating Agreement of the TraPac Memorandum of Understanding (Operating Agreement) Section 5.A. Project Funding, the Harbor Community Benefit Foundation (HCBF) hereby submits a request to approve a transfer of funds from the Port Community Mitigation Trust Fund (PCMTF) in the amount of \$131,800 in support of its Community Benefit Grant Program, Round 8. This request includes a summary of programs that have been previously funded from the PCMTF.

On May 19, 2022, HCBF released a Request for Proposals for Round 8 of the Community Benefit Grant Program, for which up to a total of \$250,000 in PCMTF funds would be distributed.

HCBF received 13 applications for funding from Round 8 of the Community Benefit Grants, for a total of \$1,029,772, more than 4 times the available funding. Staff reviewed all submitted applications, including project description, workplan, budget, and applicant qualifications. Applications were assessed based on relevance to port nexus, potential community benefit, feasibility, capacity and other relevant factors.

On September 23, 2022, the HCBF Board publicly discussed and unanimously approved the recommendation of the HCBF ad-hoc committee representing \$131,800 in grants.

## **REQUEST**

HCBF hereby requests the Port of Los Angeles Board of Harbor Commissioners (BOHC) to:

- 1) Concur with the HCBF Board-approved action to fund Round 8 of the Community Benefit Grant Program, in the amount of \$131,800, in support of the HCBF Board approved selection of two (2) organizations to receive PCMTF funding for projects/programs serving the communities of Wilmington and/or San Pedro; and
- 2) Approve the transfer of funds from the Port Community Mitigation Trust Fund to HCBF, in one lump sum, not-to-exceed \$131,800, by issuing a joint letter of authorization to JPMorgan Chase, the independent Financial Manager, to be executed by a) the BOHC, or its designee, and b) the Executive Director of Harbor Community Benefit Foundation.

## **BACKGROUND**

The TraPac MOU and Operating Agreement require HCBF to award grant funds from the PCMTF to projects

that mitigate Port and Port-related impacts, to the benefit of the communities of Wilmington and/or San Pedro, in compliance with the Tidelands Trust. In addition, HCBF’s Strategic Plan calls for funds to be allocated to programs that “address environmental impacts stemming from past, present, and future Port of Los Angeles and Port-related operations.”

**PCMTF Funding Recap.** In 2013, HCBF developed and launched the Community Benefit Grant Program. Since then, HCBF has awarded a total of **\$7,368,276** to grantees from the Port Community Mitigation Trust Fund comprised of: Wilmington and San Pedro Noise Mitigation Studies (**\$290,270**), Off-Port Impacts Study (**\$300,000**), Science Technology Engineering Arts and Math (STEAM) in the Schools Program (**\$300,000**), Healthy Harbor (including HHCI) Grants (seven funded rounds = **\$2,858,831**), and Community Benefit Grants (seven funded rounds: \$3,502,375 + \$131,800 for this recommended 8<sup>th</sup> round = **\$3,619,175**).

### **DISCUSSION – PROJECT SELECTION**

Consistent with the Operating Agreement Section 5.B.i. (Project Selection and Performance), HCBF developed and selected proposals to receive PCMTF funding based on identification of impacts from Port or Port-related operations, the ability of the proposal to mitigate the identified impact, technical feasibility, cost effectiveness, organizational capacity to complete the project, and the benefits that a project proposal would provide within the communities of Wilmington and/or San Pedro. HCBF solicited the projects through circulation of a Request for Proposals (**TRANSMITTAL 1**). The Community Benefit Grant Program awards grants from the Port Community Mitigation Trust Fund, which was established to address Port of Los Angeles and Port-related impacts in the communities of Wilmington and San Pedro. These impacts are from the operations of the Port of Los Angeles, both on and off-port property, and it is HCBF’s goal to address these impacts by funding projects and programs that mitigate the past, present, or future impacts. The following are criteria that HCBF was looking for this round of the Community Benefit Grant Program:

1. Reducing the community or health impacts of port-related pollution.
2. Equity-focused strategies serving Wilmington and San Pedro residents most impacted by port-related activities.
3. Ensure that resources serve the most impacted communities in Wilmington & San Pedro.
4. Demonstrate long-term benefits to the disadvantaged communities of Wilmington & San Pedro.
5. Support organizations in Wilmington or San Pedro.

#### **Eligible applicants included:**

1. Community-based, non-profit organizations with evidence of a) tax-exempt status or b) a fiscal sponsor, and/or
2. Schools and/or educational institutions, training, skill and career centers

HCBF uses a web-based system called Submittable to solicit, receive, and evaluate applications, giving HCBF staff and the ad hoc Board grant review committee full access to the applications and all supporting documentation. When the deadline arrived, the software allowed staff to “close” the application process, ensuring there were no exceptions to the published deadline for application submission.

### **EVALUATION**

HCBF received 13 full applications for this round of Community Benefit funding. Funding requests totaled \$1,029,772. The submitted applications addressed one or more of the Port and Port-related impacts noted above.

HCBF Staff determined responsiveness to the RFP, considered and evaluated project descriptions, workplan, budget, qualifications, and assessed the applications based on relevance to port nexus, potential community benefit, feasibility, and other relevant factors. The committee reviewed all submissions and Staff’s recommendations.

Staff conducted follow up calls as necessary to answer questions posed either through evaluation or during ad- hoc committee review.

APPLICANT	AMOUNT REQUESTED	
Breathe Southern California	\$206,393	
CALSTART, Inc.	250,000	
Friends of Cabrillo Marine Aquarium	50,000	
International Bird Rescue	40,000	
LA Compost	40,000	
Los Angeles Community Garden Council	50,000	
Los Angeles Walks	21,800	recommended
Marine Mammal Care Center Los Angeles	30,000	
Memorial Medical Center Foundation / LBACA	110,000	recommended
Palos Verdes Peninsula Land Conservancy	64,060	
Robert F. Kennedy Institute of Community and Family Medicine (RFKI)	84,599	
South Bay Center for Counseling	49,920	
Think Earth	33,000	
<b>Total Amount Requested</b>	<b>\$1,029,772</b>	

**AD-HOC COMMITTEE REVIEW**

The Board appointed ad-hoc Grant Review Committee, comprised of Board Members Ed Avol and Magali Sanchez-Hall, who met with Staff to consider and evaluate the applications. Following a review by the committee, three finalists were identified for funding. One finalist withdrew its application due to logistic and internal capacity issues.

**AD-HOC COMMITTEE RECOMMENDATION**

Upon review and deliberation of Staff’s recommendation, the ad-hoc committee approved Staff’s recommendation to fund 2 of the applications for a total of \$131,800. Although not a requirement of receiving funding, applicants often leverage requested grant funding from HCBF, with volunteer hours and matched funding from other sources. The reported match from the recommended applications totals \$62,968.

Organizations	Project Amount	Match Amount	Requested Amount	Recommended Award
Memorial Medical Center Foundation / LBACA	172,968	62,968	110,000	110,000
Los Angeles Walks	21,800		21,800	21,800
<b>TOTAL:</b>	<b>194,768</b>	<b>62,968</b>	<b>131,800</b>	<b>131,800</b>

## NEXUS TO PORT OF LOS ANGELES AND PORT-RELATED IMPACTS

Grants awarded in the Community Benefit Grant program are funded through the Port Community Mitigation Trust Fund. As such, all awards must be Tidelands-trust compliant and address a past, present, or future impact from Port of Los Angeles or Port-related operations. Applicants were required to submit statements on how the proposed project or program addresses a Port or Port-related impact.

HCBF's Board found that each project it approved for funding addresses a Port-related impact and is consistent with the Tidelands Trust. As required by the Operating Agreement, Section 5.B.iv., HCBF has provided a project-specific Tidelands nexus analysis for each project proposed for funding.

See "**APPENDIX A: Port Nexus for Recommended Grants**" for project descriptions and nexus statements.

## HCBF BOARD ACTIONS

On September 23, 2022, the HCBF Board publicly reviewed, discussed, and unanimously approved the recommendations of the ad-hoc committee to award \$131,800 in grants (TRANSMITTAL 2 – Staff Memo)

**September 23, 2022 the HCBF Board of Directors, by unanimous vote, resolved to:**

1. Approve the Staff and ad-hoc committee recommendations to award grants to two qualified organizations, to address impacts from the Port of Los Angeles and Port-related operations, as detailed in the Staff Memo;
2. Authorize the Executive Director to:
  - a) Report to the Board of Harbor Commissioners (BOHC), requesting final approval of Round 8 of the Community Benefit Grant Program,
  - b) Execute a joint letter with the BOHC to approve the distribution of funds (\$131,800) in one lump sum transfer from the Port Community Mitigation Trust Fund to HCBF, and,
  - c) Fully execute and administer the Grant Agreements between HCBF and the approved grantees from Round 8 of the Community Benefit Grant Program.  
**(TRANSMITTAL 3)**

## PCMTF STATUS REPORT: APPROVED PROJECTS & FUND BALANCE UPDATE

The following chart summarizes the transfer of funds from the PCMTF.

<b>PCMTF FUNDING TO DATE</b>		
<b><i>PCMTF Funding for Grants and Studies, Approved to date:</i></b>		
<b>Various</b>	300,000	Land Use Study (as required by the Operating Agreement)
	290,270	Noise Studies (Wilmington and San Pedro per Operating Agreement)
	<b>590,270</b>	Total for Studies
<b>2012</b>	350,000	Healthy Harbor, Round 1
	<b>350,000</b>	Total for 2012
<b>2013</b>	450,000	Healthy Harbor, Round 2
	506,000	Community Benefit, Round 1
	<b>956,000</b>	Total for 2013

**PCMTF Funding for Grants and Studies, Approved to date CONTINUED:**

<b>2014</b>	570,000	Community Benefit, Round 2
	550,000	Healthy Harbor, Round 3
	<b>1,120,000</b>	Total for 2014
<b>2015</b>	518,000	Healthy Harbor, Round 4
	300,000	STEAM Pilot
	50,000	Part two of grants CBR2
	(15,000)	Cancelled grant
	350,000	Community Benefit, Round 3 (wired \$335,000 due to cancelled grant)
	<b>1,203,000</b>	Total for 2015

<b>2016</b>	300,000	Healthy Harbor, Round 5
	800,000	Community Benefit, Round 4
	<b>1,100,000</b>	Total for 2016
<b>2017</b>	330,019	Community Benefit Round 5
	<b>330,019</b>	Total for 2017

<b>2018</b>	644,794	Community Benefit Round 6
	42,393	Sharefest Phase 2 (80,480 minus \$38,087 grant canceled - BOHC approved)
	<b>687,187</b>	Total for 2018
<b>2020</b>	209,169	Community Benefit Round 7
	<b>209,169</b>	Total for 2020
<b>2021</b>	290,831	Healthy Harbor Communities Initiative (HHCI) Round 1 (formerly Healthy Harbor)
	<b>290,831</b>	Total for 2021
<b>2022</b>	400,000	HHCI Round 2 (HCBF approved 2021)
	<b>400,000</b>	Subtotal 2022 as of 08/31/2022
	<b>7,236,476</b>	<b>Total (Committed funding as of 8/31/22)</b>

**This request, pending approval:**

<b>2022</b>	<b>131,800</b>	Community Benefit, Round 8 (pending approval)
	<b>131,800</b>	Total Pending Approval
	<b>7,368,276</b>	<b>Grand Total</b>

The following table provides a recap of the PCMTF fund activity from 09/30/2021 through 08/31/2022 with a forecast of activity through year end

<b>JP Morgan - PCMTF Account Balance Summary 2021 - 2022</b>		
Beginning Balance (as of 09/30/21)		969,408
Contributions		
Withdrawals		(292,500)
Management Fees		
Interest & Dividends Reinvested (10/01 - 12/31)	942	
Change in Investment Value (10/1 - 12//31)	(1,933)	
<i>Net Investment Activity (ex. Withdrawals)</i>		(991)
<b>Ending Market Value (as of 12/31/21) unaudited</b>		<b>675,917</b>
<b>JP Morgan - PCMTF Account Balance Summary 08/31/22</b>		
Beginning Balance (as of 12/31/21)		675,917
Contributions		
Withdrawals		(400,000)
Interest & Dividends Reinvested	1,605	
Change in Investment Value	(3,374)	
<i>Net Investment Activity (ex. Withdrawals)</i>		(1,769)
<b>Ending Market Value (as of 8/31/22) unaudited</b>		<b>274,148</b>
<i>Forecasted activity through year end</i>		
Port Contributions Pending (TraPac)	270,000	
Port Trailing Interest	129,038	
Withdrawals Pending (174,014 + 131,800)	(305,814)	
<i>Subtotal - forecasted activity through year end</i>		93,224
<b>Adjusted Balance (as of 12/30/22) estimated</b>		<b>367,372</b>

**APPENDIX & TRANSMITTALS**

- APPENDIX A      Port Nexus for recommended Grants, summary
  
- TRANSMITTAL 1    Request for Proposals for Community Benefit Grants, Round 8
  
- TRANSMITTAL 2    Staff Memo to HCBF Board, September 23, 2022, Recommendations for Funding, Community Benefit Grants, Round 8
  
- TRANSMITTAL 3    Grant Agreement Template, Community Benefit, Round 8



**Community Benefit Round 8  
Project Descriptions & Nexus Statements**

## Los Angeles Walks

<b>Project Description</b>	
<p>PedPower series: Calles Verdes, Familias Sanas (Green Streets, Healthy Families).</p> <p>Workshop that will focus on trees and shade in two ways. The workshop will provide education on the importance of trees and shade regarding community health and enhance walkability and greater use of transit. The workshop will also provide opportunities to plant free trees and create shade on sidewalks and homes. The program will create a scalable model where communities work in horizontal collaboration with the City, local non-profits, and property owners to plant more trees. Residents and promotoras eventually become technical experts at successful tree planting. In the case of Wilmington and San Pedro, the Safe Street Promotor Educators will partner with long-time allies (i.e.: LADOT, City Council District 15, SBCC, Best Start Wilmington) and new partners (i.e.: City Plants, LA City’s Urban Forestry Division, local property owners).</p> <p>This collective of promotoras and partners will become a consistent and reliable community-based hub for residents to obtain free trees and navigate support needed to engage property owners. LA Walks has a physical office at the Wilmington Chamber of Commerce (provided for free by the LA City Council Member Joe Buscaino) that will serve as a community-based hub, one for and led by the community.</p>	
<b>Mitigation of Port and Port-Related Impacts</b>	
<p><b>Air Quality, Health Risk &amp; Community Safety; Education</b></p> <p>Los Angeles Walks program mitigates, reduces, or addresses the Port’s air quality, land use, health risk, and safety impacts attributed to Port-related operations on the communities of Wilmington and San Pedro by educating residents on issues of port-related air quality and mitigation measures. The program is a reasonable mitigation measure because it will provide education to a vulnerable population and address air quality concerns attributed to port operations.</p>	
<b>Budget</b>	<b>\$21,800</b>

**Memorial Medical Center Foundation / LBACA**

<b>Project Description</b>	
<p>LBACA’s Asthma Intervention &amp; Education Program will focus its work on children (ages 0-18) that have uncontrolled asthma and live in Wilmington and San Pedro near-port communities affected by high concentrations of air pollution. To ensure successful interventions with sustained benefit, our program will also work with families, other caregivers, schools, and healthcare providers to create a robust and empowered support team around each child.</p>	
<b>Mitigation of Port and Port-Related Impacts</b>	
<p><b>Air Quality; Community Health &amp; Education</b></p> <p>LBACA’s program mitigates, reduces, or addresses the Port’s air quality and respiratory health risk impacts attributed to Port-related operations on the communities of Wilmington and San Pedro by providing treatment, screening, and diagnosis from impacts associated with port-related air pollution. The program is a reasonable mitigation measure because it will provide treatment to vulnerable populations affected by Port operations.</p>	
<b>Budget</b>	<b>\$110,000</b>

Last updated: 5/17/22



**REQUEST FOR PROPOSALS  
COMMUNITY BENEFIT GRANT PROGRAM ROUND 8**

**Deadline to Submit: Friday, July 15, 2022**

Harbor Community Benefit Foundation is seeking full proposals from qualified applicants for the eighth round of its [Community Benefit Grant Program](#).

**About the Community Benefit Grant Program**

The goal of the Community Benefit Grant program is to meaningfully address the impacts of Port of Los Angeles and Port-related activity in the communities of San Pedro and Wilmington. Near-port communities experience higher concentrations of environmental impacts (directly and indirectly) than other residential communities. Due to cumulative environmental exposures, these near-port communities experience disproportionate public health outcomes, resulting in environmental justice concerns. Projects funded through the Community Benefit Grant Program focus on addressing Port operations and port-related activity impacts on air quality, water quality, environmental noise exposure, marine life and local ecology, community safety, increased exposure to hazardous substances, land use, and access to natural spaces and community resources.

**ELIGIBLE PROJECTS**

For the upcoming Port Community Mitigation Trust Fund (PCMTF) grant round, HCBF will solicit full proposals that address the issues described above and align with the following eligibility criteria:

1. Reducing the community or health impacts of port-related pollution.
2. Equity-focused strategies serving Wilmington and San Pedro residents most impacted by port-related activities.
3. Ensure that resources serve the most impacted communities in Wilmington & San Pedro.
4. Demonstrate long-term benefits to the disadvantaged communities of Wilmington & San Pedro.
5. Support organizations in Wilmington or San Pedro.

**Examples of potential projects or project areas may include, but is not limited to the following:**

- Air filtration units or systems to reduce air pollution exposures for sensitive populations (ex. schools, senior centers, community centers, and others), and integrate activities to educate and increase awareness among youth and families about the health and environmental risks associated with port-operations.
- Direct care and access to health services for the medically underserved communities of Wilmington and San Pedro.
- Provide at-risk population with opportunities to improve health and wellness, providing community benefits to the areas affected by Port impacts.
- Water quality, water pollution prevention, and/or brownfields remediation to offset Port or Port-related impacts within the Wilmington and San Pedro communities.

Last updated: 5/17/22

- Conversion of vacant lots/properties determined by the community to mitigate air quality, land use issues and increase access to green space.
- Address community concerns regarding truck routes through neighborhoods and container storage adjacent to residential areas.
- Fund professional training, workforce development, or internships to organizations related to off-port impacts and opportunities, such as green jobs, land use (zoning laws), state laws, etc.
- Enhanced community use and enjoyment of public tidelands and off-port lands; preservation of, restoration of, and access to open space; wetlands restoration, recreation opportunities that serve public trust purposes.
- Address damage to aquatic and riparian wildlife due to Port expansion both on and off Port lands.

Addressing Port-related impacts requires a combination of approaches including capital improvements, special programming, and planning that align with HCBF's mission. We will consider funding the following types of projects:

- **Capital Improvements:** Infrastructure projects that will provide a buffer/separation between port related uses and residential neighborhoods. Other projects that can help offset or reduce Port impacts in the community and provide access to needed community resources and services that align with HCBF's mission (e.g. renovating a clinic to provide asthma screenings).
- **Programs:** Regular and routine programming in San Pedro and Wilmington that focuses on Port and Port-related impacts is essential in ensuring a continuous focus on health and environmental outcomes.
- **Planning:** Activities related to planning should help prepare for future funding opportunities in programs that align with HCBF's mission and address issues faced by port-impacted communities. Applicants may request funding to conduct a needs assessment as a first step in identifying gaps in programming that may be addressed with next round of HCBF funding.

#### **APPLICANT ELIGIBILITY**

Applications are welcomed from any group, companies, or organizations seeking to Applicant organizations must have evidence of tax-exempt status to apply for funding. If the applicant does not have tax-exempt status, it may apply under a fiscal sponsor. The Grantee or Fiscal Sponsor must be a tax-exempt organization, as listed under Section 501(c)3 of the Internal Revenue Code, and not deemed a private foundation.

Eligible applicants include local clinics, health-service providers, community-based organizations, and educational institutions. Applicants based outside of these communities are encouraged to apply IF the funding for the proposed program is used to benefit the communities of San Pedro and Wilmington.

Applicants will likely be more competitive if their respective submitted proposal meets the listed eligibility criteria, aligns with program goals, and effectively leverages matched funding.

### **AVAILABLE FUNDING & IMPORTANT DEADLINES**

Round 8 will distribute **up to a total of \$250,000 in grant awards**. There is no minimum or maximum dollar amount request required for this cycle. Applicants may apply for any dollar amount, up to the \$250,000 available. Note that HCBF reserves the right to offer grant awards for less than the requested amount based on scalability.

Full applications are due no later than **4:00 P.M. PST on Friday, July 15, 2022**. A funding timeline will be released following the notification of invites. Dates may be subjected to change so please be sure to visit [hcbf.org/grants](http://hcbf.org/grants) for any updates to the timeline, or check our social medial platforms.

### **APPLICATION REQUIREMENTS**

It is HCBF's responsibility to administer the Port Community Mitigation Trust Fund (PCTMF) to offset the negative impacts of port operations. In the full response to the RFP, **applicants are required to respond to the following items and discuss how the proposed project/program will mitigate the negative impacts of port operations on the communities of Wilmington and San Pedro.**

A complete response must include the following four components, totaling 100 points:

#### **1. Project/Program Description (40 points)**

The program/project description must address each of the following components:

- A. What project or program are you proposing to complete with HCBF funds?
- B. What Port impact(s) will your project or program mitigate? (In the Submittable form, there will be options where applicant can select multiple impact areas.)
- C. How will this project or program mitigate a past, present, or future impact from Port of Los Angeles and/or Port-related operations? What is the purpose of your project?
- D. How long will this project or program take to complete?
- E. What are your qualifications to complete this project or program?
- F. If you are proposing a project or program at a specific location, do you have permission to begin that project or program at this location? If so, please attach documentation, such as owner approval.
- G. Do you have any partners in your project or program? If so, who are they, and what is/are their project role(s)? Please discuss how the proposed project/program will leverage current collaborations or will you build new partnerships.
- H. What will be the long-term community benefit of your project or program? HCBF is seeking to leverage its funds to ensure on-going community benefit beyond the individual grants. Therefore, we are requesting applicants to consider how the proposed project or program will offer long-term community benefit to the port-impacted communities. Please discuss how the proposed project or program will offer long-term community benefits to the residents of Wilmington and San Pedro impacted by port operations.
- I. How will your organization engage in meaningful community engagement and build local knowledge and skills that align with HCBF's mission?
- J. What type of communications and outreach will occur? In the communications

related to the proposed project or program, how will you ensure that HCBF is a visible partner?

## 2. Project/Program Work Plan (30 points)

The purpose of a “Work Plan” is to provide clarity about what you propose to do and how you plan to achieve those goals with HCBF funds. If your application is awarded funding, your Work Plan will be used as a measurement tool to evaluate the progress and success of your project or program in mitigating Port impacts. Link to [Work Plan Template](#).

A successful Work Plan will provide the following details:

- A. **Goals:** What are the goals of your project or program?
- B. **Activities:** How will you achieve each goal?
- C. **Outputs:** How will you quantify the results of each activity?
- D. **Outcomes:** What will be the long-term impact of achieving this goal?

## 3. Project/Program Budget (15 points)

The purpose of the Budget is to provide a line-item summary of how you will spend HCBF grant dollars to mitigate a Port impact. [Link to Budget Template](#).

A successful Budget will provide the following details:

- A. **Program/Project Expenses:** This is a line-item breakdown of all expenses related to your proposed project or program, including personnel (labor costs). If requesting fringe benefits, please include the amount as part of the requested salaries and list the fringe benefits percentage in your budget justification.
- B. **Administrative Overhead:** This is a lump-sum amount that may not exceed 10% of your total grant request. “Overhead” covers costs other than the direct costs required for the completion of the program or project (such as office space, office lighting and electricity, etc.).
- C. **Monetary Matched Funding and/or In-kind Contributions:** Applicants are required to include 20% in-kind contributions and/or monetary matched funding in their proposed budget. In-kind contributions may include, but is not limited to, other organizations providing services, resources, volunteers, etc. If your proposed project or program is receiving any in-kind contributions and/or monetary matched funding from non-HCBF sources, please list them in the “Funding Match” column on the budget form. In-kind contributions should be itemized as a monetary contribution. The current monetary value for volunteer time in California is \$29.95 per hour.<sup>1</sup>

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<sup>1</sup> Independent Sector, 2018. Value of Volunteer Time, State and Historical Data. [https://independentsector.org/resource/vovt\\_details/](https://independentsector.org/resource/vovt_details/).

Reporting “Funding Match” amounts will not play a role in the overall scoring of your specific application but will help HCBF to understand the size and scope of the proposed effort.

- D. **Budget Justification/Narrative:** A successful budget justification explains the basis for each of the line items listed. This helps HCBF to better understand why these costs are listed and how the requested funds will be used. If requesting fringe benefits, please state the amount requested and the basis for that requested amount.

#### 4. Applicant Experience (15 points)

In this section, please provide a one-page explanation of why your organization is a good candidate to receive HCBF grant funds to mitigate a Port impact and achieve the goals of your Work Plan. You may state your team’s credentials, accomplishments, past projects or programs, experience mitigating Port impacts, or any other information that you feel helps to establish your qualifications to receive the funds and do the work.

#### **SUBMISSION FORMATTING REQUIREMENTS**

Your application must be submitted using Submittable. Please visit the [Community Benefit Grant Program webpage](#) for information on how to access the application.

The Submittable application portal can also be accessed by visiting “hcbf.submittable.com”, and selecting “Community Benefit, Round 8, Full Application.” If you have previously applied for HCBF funding, you may use an existing Submittable login, otherwise you must create a new profile.

Where required, an HCBF template **must** be used, and can be found on the [Community Benefit Grant Program webpage](#). **No other forms for these items will be accepted.** If more than one page is needed, please make a copy of the original template. The following are the formatting and submission requirements for each part of your application:

1. **Applicant Information:** This section will be a form field that must be completed within the Submittable application portal. It will ask for basic details, like your organization’s name, address, primary, contact, etc.
2. **Project/Program Description:** This section will be individual form fields, for each question listed in the application requirements section, that must be completed within the Submittable application portal.
3. **Project/Program Work Plan:** This section will be a Word or PDF document that must be uploaded to the Submittable application portal. It must be completed on an HCBF template that can be downloaded at [hcbf.org/grants](#).
4. **Project/Program Budget:** This section will be an Excel file (budget) and a Word or PDF document (narrative) that must be uploaded to the Submittable application portal. The Excel file must be completed on an HCBF template that can be downloaded at [hcbf.org/grants](#). The narrative can be completed using your own Word or PDF file, single-spaced, 12-point font, 1-inch margin.
5. **Applicant Experience:** This section will be a form field that must be completed within the Submittable application portal.

6. **Supplemental Documents:** This section will ask for uploading of various supplemental documents:
- a. Most recent 990 Tax Return (if not available, please explain)
  - b. Most recent audited financial statements (if not available, please explain)
  - c. Most recent Board of Directors roster
  - d. Organizational Chart
  - e. Organizational Operating Budget
  - f. Evidence of Tax Exemption

#### **EVALUATION**

Your application will be evaluated by HCBF staff and an ad-hoc Board committee. Each application will be evaluated for the program or project's ability to mitigate a Port impact and the quality of responses in each section. If necessary, HCBF may request a site visit with you to ask additional questions or clarify elements of your submitted application.

#### **RESTRICTIONS**

All grant award decisions, including terms and conditions of any grant agreement, require approval by a majority vote of the HCBF Board of Directors. Projects funded from the Port Community Mitigation Trust Fund are subject to additional review, consideration, and approval by the Board of Harbor Commissioners at the Port of Los Angeles. The expected grant disbursement date will be announced at the time of award and is typically within 90 days of the approval by the HCBF Board of Directors; however, this timing is subject to change based on the Board of Harbor Commissioners meeting schedule.



To: HCBF Board of Directors  
 From: HCBF Staff & Community Benefit Round 8 Ad Hoc Committee  
 Date: Friday, September 23<sup>rd</sup>, 2022  
 Subject: Staff Funding Recommendations for Round 8 of Community Benefit Grant Program

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## **BACKGROUND**

On May 19, 2022 HCBF released the Request for Proposals for Round 8 of its Community Benefit Grant Program, with up to \$250,000 in available funding.

Staff received 13 responses to the Request for Proposals. Following a review by HCBF Staff and board ad-hoc committee, which included Ed Avol and Magali Sanchez-Hall, three applications were initially selected for funding. Staff conducted follow-up calls with the three applicants to discuss the programs and questions that arose during the committee review. Subsequently, one of the applicants withdrew their application due to logistic issues with proposal partners and internal capacity.

Staff reviewed the submitted project description, workplan, budget, and qualifications, and assessed the applications based on completeness, relevance to port nexus, capacity, potential community benefit, feasibility, and other factors. The committee reviewed all submissions and Staff's recommendations and agrees with the recommendations made here.

## **ROUND 8 APPLICATIONS**

HCBF received applications from the following organizations (in alphabetical order):

<b>APPLICANT</b>	<b>AMOUNT REQUESTED</b>
CALSTART, Inc.	\$250,000
Breathe Southern California	\$206,393
Friends of Cabrillo Marine Aquarium	\$50,000
International Bird Rescue	\$40,000
LA Compost	\$40,000
Los Angeles Community Garden Council	\$50,000
Los Angeles Walks	\$21,800
Marine Mammal Care Center Los Angeles	\$30,000
Memorial Medical Center Foundation/LBACA	\$110,000
Palos Verdes Peninsula Land Conservancy	\$64,060
Robert F. Kennedy Institute of Community and Family Medicine (RFKI)	\$84,599
South Bay Center for Counseling	\$49,920
<b>Total Amount Requested</b>	<b>\$1,029,772</b>

**FUNDING RECOMMENDATIONS**

Staff recommends funding the following applicants in Round 8 of the Community Benefit Grant Program, for a total of \$131,800. The remaining \$118,200 available for Round 8 may be allocated to Round 9 of Community benefit grants, pending board discussion.

<b>Organizations</b>	<b>Requested Amount</b>	<b>Recommended Amount</b>
LBACA	\$110,000	\$110,000
Los Angeles Walks	\$21,800	\$21,800
<b>TOTAL:</b>	<b>\$131,800</b>	<b>\$131,800</b>

**Applicant:** Los Angeles Walks

**Requested Funding:** \$21,800

**Recommended Funding:** \$21,800

**Focus Area:** Community Safety; Education; Walkability

**Purpose:** Develop a new workshop in the PedPower series: Calles Verdes, Familias Sanas (Green Streets, Healthy Families).

**Deliverables:** LA Walks will lead at least six meetings with the promotoras to co-build the workshop and train approximately 60 community members to advocate for tree planting for their property and sidewalks. An outcome of this objective is a closer relationship between city/property owners and the community promotoras to increase neighborhood trees and canopy. Another outcome is a distillation of best practices on tree-planting in a public-facing one-pager, which will serve as a community resource.

**Justification:** Neighborhoods with few trees and an abundance of pavement and other heat-absorbing surfaces can become 10 degrees warmer than average neighborhoods. Port-related truck traffic exhaust on key neighborhood streets exacerbates air quality and community health. Sun and heat make air pollutants more toxic and create a stagnant layer of air above ground level, trapping pollutants and increasing its density.

**Applicant:** Memorial Medical Center Foundation/ LBACA

**Requested Funding:** \$110,000

**Recommended Funding:** \$110,000

**Focus Area:** Asthma Intervention & Management; Healthcare access, outreach, & referrals

**Purpose:** The program focuses on improved healthcare delivery and quality; outreach; education support systems; healthy living environments; partnerships with other community organizations; and influencing policy change at all levels to reduce the incidence of asthma.

**Deliverables:** LBACA’s Asthma Intervention, Education and Outreach Program will focus on enrolling 60 children with uncontrolled asthma and their families (within San Pedro and Wilmington). three to four in-home virtual visits; two air pollution health effects webinars/workshops with at least 30 participants. Community Health Workers (CHWs) will perform home environmental assessments to identify asthma triggers and develop plans

with families to improve each child's asthma management. They will help families understand and use their Asthma Action Plan to minimize asthma triggers and prevent asthma emergencies.

**Justification:** LBACA's program will mitigate the impact of health risk in Wilmington and San Pedro through a coordinated healthcare program of education, outreach, networking and direct intervention services for children with asthma (0-18 years of age) and their families. The funding requested from HCBF will enable LBACA to improve asthma self-management for children and families in Wilmington and San Pedro; increase knowledge and implementation of practical low or no-cost strategies to reduce in-home environmental asthma triggers; increase community knowledge of asthma and air pollution issues in port-adjacent communities; and increase outreach to clinics and other community resources to provide education and services, and to link children to a medical home for asthma patients.

### **NOT RECOMMENDED FOR COMMUNITY BENEFIT ROUND 8 FUNDING**

Staff share the applications which are not recommended for funding within this cycle. It is important to note that the application not moving forward is not a reflection of the quality of the proposal and the work of the organization, but more about HCBF's priorities given the submitted applications and a limited amount of remaining grant funds.

**APPLICANT:** Breathe Southern California

**Requested Funding:** \$206,393

**Proposed Project:** Installation of the air filtration systems at Harbor Christian Schools to provide parents and students with air pollution and air filtration education and mitigation strategies, offer asthma screenings to the school community. Plant forty native California trees planted at school sites.

**APPLICANT:** CALSTART

**Requested Funding:** \$250,000

**Proposed Project:** Support for workforce training programs that address needs of long-term benefits in the form of workforce and professional development for the underserved community of Wilmington. Focus on the formation of a community-led workforce development center that will provide professional training and workforce development opportunities for off-port, green jobs and technical services.

This was originally in the pool of recommended grants based on previous board discussions regarding the focus area of workforce development. However, the applicant withdrew their application due to logistic issues with proposal partners and internal capacity.

**APPLICANT:** Friends of Cabrillo Marine Aquarium

**Requested Funding:** \$50,000

**Proposed Project:** Renovation of outside salt marsh space to provide alternative activities for visitor engagement.

**APPLICANT:** International Bird Rescue

**Requested Funding:** \$40,000

**Proposed Project:** Support for the southern California Wildlife Rescue and Rehabilitation program at the Los Angeles Wildlife Center in San Pedro, CA. Program provides daily solutions to San Pedro and Wilmington residents and to local native wildlife that address damage to aquatic and riparian wildlife negatively affected by human- and industrial-wildlife conflicts, including Port operations and expansion on and off Port lands.

**APPLICANT:** LA Compost

**Requested Funding:** \$40,000

**Proposed Project:** Engage community members to support individual, community and regional level composting production and regenerate local soils, ecosystem protections, and climate resiliency.

**APPLICANT:** Los Angeles Community Garden Council

**Requested Funding:** \$50,000

**Proposed Project:** Expand work at the LA Community Garden to create an environmentally safe space for the port communities to learn and participate in workshops, garden enhancement activities, and gardening. The plan includes professional development, workshops, garden enhancements, irrigation upgrades, and carbon offsetting elements.

**APPLICANT:** Marine Mammal Care Center Los Angeles

**Requested Funding:** \$30,000

**Proposed Project:** Hands-on, paid internship program with a focus on the rehabilitation of pinnipeds.

**APPLICANT:** Palos Verdes Peninsula Land Conservancy

**Requested Funding:** \$64,060

**Proposed Project:** Project would enhance native grassland habitat at the White Point Nature Preserve in San Pedro, including increased grassland productivity and encouraging wildflower regeneration.

**APPLICANT:** Robert F. Kennedy Institute of Community and Family Medicine (RFKI)

**Requested Funding:** \$84,599

**Proposed Project:** The Health Connect project that aims to reduce the health impacts of port-related pollution by strengthening the Wilmington and San Pedro health care safety net, improving residents' short- and long-term health outcomes, and ensuring that educational resources reach those most affected by port and refinery operations.

**APPLICANT:** South Bay Center for Counseling

**Requested Funding:** \$49,920

**Proposed Project:** Project aims at creating additional greenspace and cleaning community-identified locations that are specifically affected by truck routes within neighborhoods through a series of cleanups and beautification projects.

**APPLICANT:** Think Earth Environmental Education Foundation

**Requested Funding:** \$33,000

**Proposed Project:** Field trips for upper-elementary students on a Marine Science Floating Laboratory, which operates out of Long Beach and Los Angeles Harbors. Program focuses on the environment of the harbor and and maritime activity related to goods movement, commerce, and fishing.



December XX, 2022

Name  
Address

This Grant Agreement (“Agreement”) is made and entered into by and between Harbor Community Benefit Foundation (“Foundation”) and [redacted] (“Grantee”).

The Board of Directors of the Harbor Community Benefit Foundation (“Foundation”) and the Board of Harbor Commissioners authorized a grant of \$[redacted] (“Grant Funds”) to [redacted] (“Grantee”), to support **HCBF’s Community Benefit, Round 8, program priorities of [list categories here]** to improve the communities of Wilmington and/or San Pedro, CA.

**This grant is awarded by the Foundation subject to the following terms and conditions:**

**I. PAYMENT.**

Funding from the Port Community Mitigation Trust Fund to the Community Benefit Grant Program administered by the Foundation is subject to public review and consideration by the Port of Los Angeles Board of Harbor Commissioners (BOHC). Awards from the Community Benefit Grant Program to Grantees are also contingent upon the Grantee’s compliance with this Agreement, including timely receipt of required reports.

Grant Funds shall be payable in two installments:

1. \$[redacted] within 30 calendar days after full execution of this Agreement.
2. \$[redacted] within 30 calendar days after Foundation’s **receipt and approval** of the mandatory six-month progress report.

The Foundation’s disbursement of payment is contingent upon the Foundation’s review of your work in connection with this grant and its determination (a) that you are in compliance with all terms and conditions of this grant agreement and (b) that satisfactory progress and performance has occurred and is likely to continue to occur. Funding may be modified, curtailed, or discontinued, and any unexpended grant funds must be repaid, if at any time the Foundation determines that the purposes of the grant are not being met.

**II. USE OF FUNDS & GRANT TERM.**

This Community Benefit grant period shall begin on [date] and shall end [date].

**Project Description:**

[insert text]

**Deliverables:**

- [Insert list of deliverables here]

**Budget**

Program/Project Expenses	
Line Items	Amount Requested from HCBF

<b>Total</b>	

Grantee shall use the Grant Funds, including all accrued interest or other gains, solely for the Grant Purpose and substantially in accordance with this Agreement. Any significant changes to the Grant Purpose must be reported within 30 days of the change, and approved in writing by the Foundation. Grant Funds are to be applied to expenses incurred for the period from the Effective Date to the one-year (12 month) anniversary of the Effective Date (“Grant Term”), unless otherwise agreed upon in writing by the Foundation. This grant is made with the understanding that the Foundation has no obligation to provide other or additional support or grants to the Grantee.

Expenditures of grant funds must be made substantially in accordance with the grant budget. Any material changes (greater than 10%) from the budget (relative to HCBF funds only) must be approved in advance by the Foundation. All changes must be reflected in the Final Report.

**III. REPORTING.**

Grantee shall submit periodic Progress Reports to the Foundation describing quantitative and qualitative measures of success such as residents served, community impact, and other evidence-based results, where appropriate. Grantee shall also submit a final budget report to reconcile the expenditures of Grant Funds, compared to the original budget.

<b>REPORTING REQUIREMENTS</b>	<b>Reporting Period End</b>	<b>Report Due</b>
First Progress Report (Six Months)		
Final Progress Report (12 months)		

The first progress report shall cover activities commencing from the effective date. The 2<sup>nd</sup> progress report shall be cumulative and cover the entire grant period. All reports must be received within 30 days of the Reporting Period End Date.

**IV. GRANTEE’S STATUS.**

This grant is specifically conditioned upon Grantee’s (or Fiscal Sponsor) status as an eligible grantee of the Harbor Community Benefit Foundation in accordance with this section. Grantee (or Fiscal Sponsor) warrants and represents that it is one or more of the following: (a) tax exempt organization, such as under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation as defined in Section 509(a) of the Code, (b) Community-based organization, or (c) institution for higher learning, schools, and training, skill and career centers. If the grantee is an exempt organization described in (a), Grantee (or Fiscal Sponsor) must provide the Harbor Community Benefit Foundation with a copy of IRS determination letter(s) evidencing its status as an eligible grantee, and, Grantee hereby warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee’s (or Fiscal Sponsor) current status, Grantee (or Fiscal Sponsor) will notify the Harbor Community Benefit Foundation immediately of any actual or proposed change in status.

**V. MANAGEMENT AND ORGANIZATIONAL CHANGES.**

Grantee shall also provide written notice to the Foundation if significant changes or events occur during the term of this grant which could potentially impact the progress, delivery, timing or outcome of the grant, including but not limited to changes in Grantee’s management, key personnel, partners, and/or increases or losses of matching funding.

**VI. RECORDS, AUDITS, SITE VISITS.**

Grantee is responsible for maintaining adequate financial records of this grant. Grant Funds shall be accounted for separately in the Grantee’s books and records. All expenditures made in furtherance of the Grant Purpose shall be charged off against the grant and shall appear on those books. Grantee shall keep adequate records to substantiate such expenditures. The Foundation, or a designated representative, reserves the right, upon written

notice, to audit Grantee's books and records relating to the expenditure of any funds provided by the Foundation. Grantee shall make such books and records available to Foundation at reasonable times for review and audit. Grantee shall keep copies of all relevant books and records and all reports to the Foundation for at least 4 years after completion of the use of the Grant Funds.

**VII. MARKETING, GRANT ANNOUNCEMENTS, PROMOTIONAL MATERIALS.**

Grantee shall ensure that the Foundation is clearly identified as a funding source for any written, electronic, or other communications materials produced with support from this grant, as well as in all publications and press releases regarding the subject matter of the grant. Grantee may not, however, use the Foundation's logo without the Foundation's prior written consent.

As a courtesy, Grantee will provide a copy of promotional materials to the Foundation, including any external communications regarding this grant or referencing the Foundation.

The Foundation may include information about this grant and the Grantee in its public communications and reports and may also refer to the grant and Grantee in press releases, speeches and public comments. The Foundation may also provide information about the grant and the Grantee on its website, including project descriptions, logos, and links to Grantee's website.

Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of the activity funded by this grant shall remain the property of Grantee; however, Grantee shall grant a royalty-free license to the Foundation to use, reprint, or distribute any such copyrighted materials for informational or promotional purposes. Also, any information and images submitted as part of Grantee's reports may be used by the Foundation for informational or promotional purposes.

**VIII. RETURN OF UNEXPENDED FUNDS.**

Grantee shall repay to the Foundation Grant Funds not expended or committed for the Grant Purpose within the Grant Term, unless an extension is approved in writing at Grantee's request and in the Foundation's sole discretion.

**IX. REMEDIES ON DEFAULT.**

In the event the Foundation determines, in its sole discretion, that Grantee has breached or failed to carry out any material provision of this Agreement, the Foundation may, in addition to any other legal remedies it may have, including the termination of this Agreement, refuse to make any further grant payments to Grantee, and the Foundation may demand in writing the return of all or part of the unexpended Grant Funds, which the Grantee shall immediately repay to the Foundation. The amount of such unexpended Grant Funds to be repaid to the Foundation shall not include funds needed to meet obligations incurred by Grantee to third parties, in good faith, for the Grant Purpose, prior to Grantee's receipt of the Foundation's written demand for repayment. In addition to the rights reserved to the Foundation in the first sentence of this paragraph, the Foundation may also terminate this Agreement and take the actions described above with respect to unexpended Grant Funds if it determines, in the exercise of its reasonable discretion, that circumstances relevant to the Grantee, including, by way of illustration, those respecting its tax-exempt status, or organization or financial condition, are such that the Foundation has reason to conclude that satisfactory completion of the objectives contemplated by this grant are in jeopardy.

**X. NO AGENCY.**

Grantee is solely responsible for the activity supported by the Grant Funds, including the preparation of all plans and specifications, supervision and administrative control, and the operation thereof. All activity shall be operated under Grantee's name. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.

**XI. PARTNERS/SUBGRANTEES.**

Grantee must ensure all partners, consultants, or sub-grantees ("sub-grantees") must be disclosed, and pre-approved. Sub-grantees may not be changed, without prior written approval, and must use the Grant Funds in a manner consistent with this Agreement. Neither Grantee nor its sub-grantees may make any oral or written

statement or otherwise imply to anyone that the Foundation supports the activities of any sub-grantee. Furthermore, Grantee acknowledges that there is no agreement, oral or written, whereby the Foundation has earmarked or otherwise designated any part of the Grant Funds for any specific sub-grantee.

**XII. NO ASSIGNMENT.**

This agreement is not assignable by Grantee without express written consent of the Foundation. Any attempt by Grantee to assign any performance of the terms of this agreement shall be null and void and shall constitute a material breach of this contract.

**XIII. PROHIBITED USE OF FUNDS.**

The Grant Funds are not designated or earmarked for the carrying on of propaganda or attempting to influence legislation. If the Grant Purpose involves public policy issues, the Foundation is relying upon Grantee's representations, made in Grantee's application that the Grant Funds do not exceed the amount budgeted by Grantee for activities that are not attempts to influence legislation.

No part of these grant funds shall be disbursed to any Foundation director, officer, employee, their affiliates, family, household members or other related parties; for any purpose.

Use of any of the Grant Funds (a) to participate in or influence the outcome of any specific public election of any candidate for public office or to carry on, directly or indirectly, any other activity that is prohibited to a public charity, (b) to provide material support to any person or entity that engages in violent or terrorist activities, or (c) for religious purposes, is prohibited.

Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code.

**XIV. NO LIABILITY; INDEMNIFICATION.**

Except for the sole negligence or willful misconduct of the City of Los Angeles ("City"), or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, and of HCBF, Grantee undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest and HCBF from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City and HCBF, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Grantee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Grantee or its subcontractors of any tier. Rights and remedies available to the City and HCBF under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

**XV. INSURANCE.**

Grantee shall provide, pay for, and maintain in full force and effect during the Grant Term evidence of either 1) a Certificate of Self Funding of Insurance Obligation or, 2) the following insurance to cover Grantee's own operations and to enable Grantee to fully indemnify and defend the Foundation there under:

1. **Commercial General Liability Insurance.** Grantee shall maintain commercial general liability insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
2. **Business Auto Liability Policy.** Grantee shall maintain business auto liability insurance and, with a limit of not less than \$1,000,000 each accident.
3. **Professional Liability (Errors and Omissions) Insurance.** Grantee shall maintain professional liability insurance appropriate to the grantee's profession with a limit not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
4. **Workers' Compensation and Employer's Liability Insurance.** Grantee shall maintain workers'

compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

5. **Minimum Scope of Insurance. CGL insurance** shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract). **Business Auto Insurance** shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
6. **Subrogation.** The insurer shall agree to waive all rights of subrogation against HCBF, its officers, officials, employees and volunteers for losses arising from activities and operations of the Grantee in the performance of Grant Purpose under this agreement.
7. **Verification of Coverage.** Grantee shall furnish HCBF evidence of current coverage required by this section. HCBF reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

**XVI. NO WAIVER.**

The failure of the Foundation to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

**XVII. ORDER OF PRECEDENCE.**

The order of precedence for interpreting inconsistencies, if any, shall be this Agreement.

**XVIII. ENTIRE AGREEMENT; AMENDMENTS.**

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.

**XIX. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of California.

**XX. COMPLIANCE WITH LAW.**

Grantee shall at all times comply with all Federal, State, and local laws. Grantee specifically acknowledges that this Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Grantee agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

**XXI. EQUAL EMPLOYMENT OPPORTUNITY.**

Grantee represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy related condition.

**XXII. NOTICES.**

All notices and disbursements to the Grantee shall be directed to the following person(s):

**Primary Contact**

Name:

Title:

Email:

Phone:

**Secondary Contact**

Name:

Title:

Email:

Phone:

If this Agreement correctly sets forth your understanding of the terms and conditions of this grant, please have the appropriate officer authorized to sign on behalf of the Grantee **sign and send electronically**.

All questions, notices and reports related to this grant should be directed to:

Harbor Community Benefit Foundation  
302 W. 5<sup>th</sup> Street, Suite 300  
San Pedro, CA 90731  
Attn: Meghan Reese, Executive Director  
Email: [meghan@hcbf.org](mailto:meghan@hcbf.org); Office: (310) 997-7116

Accepted on behalf of Grantee by:

_____ Authorized Signature	_____ Date
_____ Executive Director Printed Name	_____ Title

Federal EIN: \_\_\_\_\_

**Final approval on behalf of Harbor Community Benefit Foundation by:**

_____ Authorized Signature	_____ Date
_____ Meghan Reese Printed Name	_____ Executive Director Title

Federal EIN: 45-2487333