

AGREEMENT NO. _____
AMONG THE CITY OF LOS ANGELES,
THE HARBOR COMMUNITY BENEFIT FOUNDATION,
AND THE TRAPAC APPELLANTS
ADDING FUNDS TO THE PORT COMMUNITY MITIGATION TRUST FUND

This Agreement ("Agreement") is dated for reference purposes _____, 20__, between and among the TraPac Appellants listed in Exhibit "A" hereto ("TraPac Appellants"), the Harbor Community Benefit Foundation ("HCBF"), a not-for-profit corporation, and the City of Los Angeles ("City"), a municipal corporation, acting by and through its Board of Harbor Commissioners ("BOHC"), who, from time to time herein, shall be referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the TraPac Appellants and City entered into the TraPac Memorandum of Understanding–Harbor Department Agreement 09-2764 ("TraPac MOU") to resolve the TraPac Appellants' appeal of the City of Los Angeles Harbor Department ("Harbor Department") TraPac Environmental Impact Report ("TraPac EIR") under the California Environmental Quality Act ("CEQA").

WHEREAS, the TraPac MOU provided for the establishment of a Port Community Mitigation Trust Fund ("PCMTF") to be funded by City and administered by a nonprofit entity to fund project grants selected by the nonprofit and approved by the Board of Harbor Commissioners, to address off-Port environmental impacts on the communities of Wilmington and San Pedro from Port-related operations. The nonprofit entity created to provide administrative services for the PCMTF is HCBF.

WHEREAS, the Parties entered into the Operating Agreement–Harbor Department Agreement No.10-2912 ("Operating Agreement"), setting forth the procedures for HCBF to administer the PCMTF in accordance with the TraPac MOU and Tidelands Trust guidelines. The Operating Agreement procedures include, without limitation, HCBF's project selection and performance, grant approval, funding and budgets; as well as BOHC approval with City Attorney approval as to form and legality.

WHEREAS, the TraPac MOU Exhibit A "Project B" allocated \$6,000,000 from the PCMTF for the installation and maintenance of air filtration systems in schools in Wilmington and San Pedro ("Schools Air Filtration Project") to be administered by South Coast Air Quality Management District ("SCAQMD").

WHEREAS, SCAQMD completed the administration of the Schools Air Filtration Project from 2010 to 2020 pursuant to Harbor Department Agreement Nos. 09-2818 and 15-2818A ("SCAQMD Agreement") between the SCAQMD, Harbor Department and TraPac Appellants.

WHEREAS, the SCAQMD Agreement expired on May 6, 2020, and SCAQMD reported that all of the principal amount of \$6,000,000 funded for the Schools Air Filtration

Project had been fully spent, with \$270,000 of accrued interest remaining funds in SCAQMD's possession ("remaining funds").

WHEREAS, in June and July 2020, Harbor Department staff and the TraPac Appellants met and conferred via teleconferences to discuss potential appropriate uses of the remaining funds consistent with the TraPac MOU, as required in the SCAQMD Agreement. In August and September 2020, the TraPac Appellants continued their internal discussions of the disposition of the remaining funds.

WHEREAS, SCAQMD returned the remaining funds to City in a check in the amount of \$270,000, received by City on August 11, 2020 ("Returned Funds") and continues to hold such Returned Funds pending agreement by the Parties on their disposition.

WHEREAS, on September 17, 2020, the TraPac Appellants notified the Harbor Department of their disposition decision to transfer the Returned Funds to the Harbor Community Benefit Foundation (HCBF). The Harbor Department agrees that such a transfer to HCBF would be appropriate use of the remaining funds consistent with the TraPac MOU, if the Returned Funds are added to the PCMTF for HCBF administration in accordance with the existing PCMTF procedures in the Operating Agreement.

WHEREAS, more than 10 years have elapsed since the Parties' execution of the TraPac MOU and Operating Agreement, and with such passage of time, certain of the organizations in the original 2007-2009 TraPac Appellants group have disbanded or declined to further participate in the Agreement. As a result, the Parties agreed to proceed to finalize this MOU without the signatures of Environmental Priorities Network, which declined to participate, and Harbor Watts Economic Development Network, which ceased to exist.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals to this Agreement above are hereby incorporated herein and made a part hereof.
2. Effective Date. This Agreement shall become effective on the date of full signatures executed by all Parties ("Effective Date").
3. Term. The Agreement shall be in full force and effect commencing from the Effective Date until Three (3) years have lapsed from the Effective Date.
4. Transfer of Returned Funds to PCMTF. The Parties agree that the Returned Funds with accrued interest thereon shall be transferred to the PCMTF and managed by HCBF in every respect pursuant to all requirements of the Operating Agreement. The Parties further agree that such disposition of the Returned Funds fully satisfies the

SCAQMD Agreement requirement that City shall allocate such Returned Funds "for use in accordance with the TraPac MOU."

- a. Independent Financial Manager. The Operating Agreement requires an Independent Financial Manager to manage the investments and other financial account matters of the PCMTF. The current Independent Financial Manager is JP Morgan Private Bank (JPMPB).
- b. Transfer of Funds. Within sixty (60) days after the Effective Date of this Agreement, the City shall transfer to the PCMTF account held by JPMPB, the full \$270,000 amount of the Returned Funds and any accrued interest while held by the Harbor Department.
5. HCBF Administration of the PCMTF. Once transferred into the PCMTF account, the Returned Funds shall be fully commingled into the PCMTF, which shall be managed by HCBF as a single fund. HCBF shall continue to administer and manage PCMTF in a manner compliant with all provisions of the Operating Agreement, including but not limited to, HCBF's project selection and performance, grant approval, funding and budgets; as well as BOHC approval with City Attorney approval as to form and legality.
6. Compliance with Applicable Laws. The Parties shall comply with all federal, state, municipal, local, and departmental laws, ordinances, rules, regulations, and orders. If in any instance a City standard is more stringent than a state, federal, or other requirement, the City standard shall be followed.
7. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is both deposited in the United States mail, postage prepaid and sent via e-mail. When so given, such notice shall be effective from the date of the e-mail. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice shall be directed to the following individuals representing the Parties to this Agreement:

City's Harbor Department:
Los Angeles Harbor Department
P.O. Box 151
San Pedro, California 90733-0151
Attn: Executive Director
Email: gene_seroka@portla.org

Harbor Community Benefit Foundation
302 W. 5th Street, Suite 300
San Pedro, CA 90731
Attn: Meghan Reese, Executive Director
Email: meghan@hcbf.org

TraPac Appellants:
c/o Gisele Fong
Communities for Clean Ports
3553 Atlantic Ave #1218,
Long Beach CA 90807
Email: gfong@Calendow.org

c/o Jennifer Ganata
Communities for a Better
Environment
6325 Pacific Boulevard, Ste.300
Huntington Park, CA 90255
Email: jganata@cbeocal.org

Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

8. Modification in Writing. This Agreement may be modified only by written agreement of all Parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.
9. Waiver. A failure of any Party to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.
10. Governing Law. This Agreement is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced, and governed under and by the laws of the State of California, without reference to choice of law rules.
11. Severability. Should any part, term, condition, or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal, or incapable of being enforced, the validity of the remaining parts, terms, conditions, or provisions of this Agreement shall not be affected thereby, and such invalid, illegal, or unenforceable part, term, condition, or provision shall be treated as follows: (a) if such part, term, condition, or provision is immaterial to this Agreement, then such part, term, condition, or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition, or provision is material to this Agreement, then the Parties shall work together to revise the part, term, condition, or provision such that they mutually agree to it and that it complies with the applicable law or public policy and to effect the original intent of the Parties as closely as possible.
12. Jurisdiction. The Parties consent to the sole jurisdiction of the courts of the State of California for the enforcement of this Agreement.
13. Relationship of this Agreement and Operating Agreement. This Agreement contains the entire understanding and agreement between the Parties with respect to the disposition of the Returned Funds transfer into the PCMTF. The Parties agree that Sections 4 and 5 of this Agreement require that, following transfer of the Returned Funds into the PCMTF account at JPMPB, the Operating Agreement shall control the management, expenditure and administrative procedures governing the Returned Funds as a part of the PCMTF.

14. Force Majeure. No Party shall be liable or deemed to be in default for any delay or failure to perform its obligations under this Agreement if such delay or failure results from acts of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such Party's reasonable control.
15. Counterparts. This Agreement may be executed in one or more counterpart copies. Each counterpart copy when so executed shall be deemed to be an original and all of the counterpart copies together shall constitute one fully executed agreement.
16. Legal Capacity and Authorization. Each person executing this Agreement warrants that he or she has the capacity set forth on the signature pages with full authorization to execute this Agreement on behalf of the entity with all necessary approvals (such as board resolutions) obtained to execute this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the right of their signatures.

CITY OF LOS ANGELES,
a municipal corporation, acting by and through
its Board of Harbor Commissioners

By: _____
Eugene D. Seroka, Executive Director

Date: _____

Attest: _____
Amber Kiesges, Board Secretary


Date: _____

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, Los Angeles City Attorney
Janna B. Sidley, Harbor Department General Counsel

By:  _____
Joy M. Crose, Assistant General Counsel

Date: 11/13/21

HARBOR COMMUNITY BENEFIT FOUNDATION

By:  _____
Meghan Reese, Executive Director

Date: 3/17/21

TRAPAC APPELLANTS SIGNATURES FOLLOW ON NEXT PAGE(S)

TRAPAC APPELLANTS:

AMERICAN LUNG ASSOCIATION

By: Deborah P. Brown
DEBORAH BROWN

Date: 4-12-2021

CHANGE TO WIN

By: _____
MICHAEL ZUCKER

Date: _____

COALITION FOR A SAFE ENVIRONMENT

By: _____
JESSE MARQUEZ

Date: _____

COALITION FOR CLEAN AIR

By: _____
CHRISTOPHER CHAVEZ

Date: _____

COMMUNITIES FOR A BETTER ENVIRONMENT

By: _____
JENNIFER GANATA

Date: _____

COMMUNITIES FOR CLEAN PORTS

By: _____
GISELE FONG

Date: _____

EARTH DAY LA

By: _____
DR. JIM STEWART

Date: _____

TRAPAC APPELLANTS:

AMERICAN LUNG ASSOCIATION

By: _____
DEBORAH BROWN

Date: _____

CHANGE TO WIN

By: 
MICHAEL ZUCKER

Date: 8/19/21

COALITION FOR A SAFE ENVIRONMENT

By: _____
JESSE MARQUEZ

Date: _____

COALITION FOR CLEAN AIR

By: _____
CHRISTOPHER CHAVEZ

Date: _____

COMMUNITIES FOR A BETTER ENVIRONMENT

By: _____
JENNIFER GANATA

Date: _____

COMMUNITIES FOR CLEAN PORTS

By: _____
GISELE FONG

Date: _____

EARTH DAY LA

By: _____
DR. JIM STEWART

Date: _____

TRAPAC APPELLANTS:

AMERICAN LUNG ASSOCIATION OF CALIFORNIA

By: _____
DEBORAH BROWN

Date: _____

CHANGE TO WIN

By: _____
MICHAEL ZUCKER

Date: _____

COALITION FOR A SAFE ENVIRONMENT

By: 
JESSE MARQUEZ

Date: 2-9-2021

COALITION FOR CLEAN AIR

By: _____
CHRISTOPHER CHAVEZ

Date: _____

COMMUNITIES FOR A BETTER ENVIRONMENT

By: _____
JENNIFER GANATA

Date: _____

COMMUNITIES FOR CLEAN PORTS

By: _____
GISELE FONG

Date: _____

EARTH DAY LA

By: _____
DR. JIM STEWART

Date: _____

TRAPAC APPELLANTS:

AMERICAN LUNG ASSOCIATION

By: _____ Date: _____
DEBORAH BROWN

CHANGE TO WIN

By: _____ Date: _____
MICHAEL ZUCKER

COALITION FOR A SAFE ENVIRONMENT

By: _____ Date: _____
JESSE MARQUEZ

COALITION FOR CLEAN AIR

By:  Date: 4/7/2021
CHRISTOPHER CHAVEZ

COMMUNITIES FOR A BETTER ENVIRONMENT

By: _____ Date: _____
JENNIFER GANATA

COMMUNITIES FOR CLEAN PORTS

By: _____ Date: _____
GISELE FONG

EARTH DAY LA

By: _____ Date: _____
DR. JIM STEWART

TRAPAC APPELLANTS:

AMERICAN LUNG ASSOCIATION

By: _____
DEBORAH BROWN

Date: _____

CHANGE TO WIN

By: _____
MICHAEL ZUCKER

Date: _____

COALITION FOR A SAFE ENVIRONMENT

By: _____
JESSE MARQUEZ

Date: _____

COALITION FOR CLEAN AIR

By: _____
CHRISTOPHER CHAVEZ

Date: _____

COMMUNITIES FOR A BETTER ENVIRONMENT

By: _____
JENNIFER GANATA

Date: 06/02/2021

COMMUNITIES FOR CLEAN PORTS

By: _____
GISELE FONG

Date: _____

EARTH DAY LA

By: _____
DR. JIM STEWART

Date: _____

TRAPAC APPELLANTS:

AMERICAN LUNG ASSOCIATION

By: _____
DEBORAH BROWN

Date: _____

CHANGE TO WIN

By: _____
MICHAEL ZUCKER

Date: _____

COALITION FOR A SAFE ENVIRONMENT

By: _____
JESSE MARQUEZ

Date: _____

COALITION FOR CLEAN AIR

By: _____
CHRISTOPHER CHAVEZ

Date: _____

COMMUNITIES FOR A BETTER ENVIRONMENT

By: _____
JENNIFER GANATA

Date: _____

COMMUNITIES FOR CLEAN PORTS

By:  _____
GISELE FONG

Date: 3/31/21

EARTH DAY LA

By: _____
DR. JIM STEWART

Date: _____

TRAPAC APPELLANTS:

AMERICAN LUNG ASSOCIATION

By: _____
DEBORAH BROWN

Date: _____

CHANGE TO WIN

By: _____
MICHAEL ZUCKER

Date: _____

COALITION FOR A SAFE ENVIRONMENT

By: _____
JESSE MARQUEZ

Date: _____

COALITION FOR CLEAN AIR

By: _____
CHRISTOPHER CHAVEZ

Date: _____

COMMUNITIES FOR A BETTER ENVIRONMENT

By: _____
JENNIFER GANATA

Date: _____

COMMUNITIES FOR CLEAN PORTS

By: _____
GISELE FONG

Date: _____

EARTH DAY LA

By: 
DR. JIM STEWART

Date: 4/5/21

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: Ron Herrera
RON HERRERA, Director – Port Division

Date: 6/10/21

LOS ANGELES ALLIANCE FOR A NEW ECONOMY

By: _____
ROXANA TYNAN, Executive Director

Date: _____

NATURAL RESOURCES DEFENSE COUNCIL

By: _____
MELISSA LIN PERRELLA

Date: _____

PHYSICIANS FOR SOCIAL RESPONSIBILITY

By: _____
MARTHA DINA ARGUELLO

Date: _____

SAN PEDRO AND PENINSULA HOMEOWNERS COALITION

By: _____
DR. JOHN MILLER

Date: _____

SIERRA CLUB ANGELES CHAPTER

By: _____
MORGAN GOODWIN

Date: _____

KATHLEEN WOODFIELD, an individual

Date: _____


CHUCK HART, an individual

Date: _____

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: _____ Date: _____
RON HERRERA, Director – Port Division

LOS ANGELES ALLIANCE FOR A NEW ECONOMY

By:  _____ Date: 8/16/2021
ROXANA TYNAN, Executive Director

NATURAL RESOURCES DEFENSE COUNCIL

By: _____ Date: _____
MELISSA LIN PERRELLA

PHYSICIANS FOR SOCIAL RESPONSIBILITY

By: _____ Date: _____
MARTHA DINA ARGUELLO

SAN PEDRO AND PENINSULA HOMEOWNERS COALITION

By: _____ Date: _____
DR. JOHN MILLER

SIERRA CLUB ANGELES CHAPTER

By: _____ Date: _____
MORGAN GOODWIN

KATHLEEN WOODFIELD, an individual

CHUCK HART, an individual


INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: _____ Date: _____
RON HERRERA, Director – Port Division

LOS ANGELES ALLIANCE FOR A NEW ECONOMY

By: _____ Date: _____
ROXANA TYNAN, Executive Director

NATURAL RESOURCES DEFENSE COUNCIL

By:  Date: 3/31/21
MELISSA LIN PERRELLA

PHYSICIANS FOR SOCIAL RESPONSIBILITY

By: _____ Date: _____
MARTHA DINA ARGUELLO

SAN PEDRO AND PENINSULA HOMEOWNERS COALITION

By: _____ Date: _____
DR. JOHN MILLER

SIERRA CLUB ANGELES CHAPTER

By: _____ Date: _____
MORGAN GOODWIN

KATHLEEN WOODFIELD, an individual

CHUCK HART, an individual

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: _____ Date: _____
RON HERRERA, Director – Port Division

LOS ANGELES ALLIANCE FOR A NEW ECONOMY

By: _____ Date: _____
ROXANA TYNAN, Executive Director

NATURAL RESOURCES DEFENSE COUNCIL

By: _____ Date: _____
MELISSA LIN PERRELLA

PHYSICIANS FOR SOCIAL RESPONSIBILITY

By:  Date: 4-25-2021!
MARTHA DINA ARGUELLO

SAN PEDRO AND PENINSULA HOMEOWNERS COALITION

By: _____ Date: _____
DR. JOHN MILLER

SIERRA CLUB ANGELES CHAPTER

By: _____ Date: _____
MORGAN GOODWIN

KATHLEEN WOODFIELD, an individual Date: _____

CHUCK HART, an individual Date: _____

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: _____ Date: _____
RON HERRERA, Director – Port Division

LOS ANGELES ALLIANCE FOR A NEW ECONOMY

By: _____ Date: _____
ROXANA TYNAN, Executive Director

NATURAL RESOURCES DEFENSE COUNCIL

By: _____ Date: _____
MELISSA LIN PERRELLA

PHYSICIANS FOR SOCIAL RESPONSIBILITY

By: _____ Date: _____
MARTHA DINA ARGUELLO

SAN PEDRO AND PENINSULA HOMEOWNERS COALITION

By:  Date: 6/10/2021
DR. JOHN MILLER

SIERRA CLUB ANGELES CHAPTER

By: _____ Date: _____
MORGAN GOODWIN

KATHLEEN WOODFIELD, an individual

CHUCK HART, an individual

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: _____ Date: _____
RON HERRERA, Director – Port Division

LOS ANGELES ALLIANCE FOR A NEW ECONOMY

By: _____ Date: _____
ROXANA TYNAN, Executive Director

NATURAL RESOURCES DEFENSE COUNCIL

By: _____ Date: _____
MELISSA LIN PERRELLA

PHYSICIANS FOR SOCIAL RESPONSIBILITY

By: _____ Date: _____
MARTHA DINA ARGUELLO

SAN PEDRO AND PENINSULA HOMEOWNERS COALITION

By: _____ Date: _____
DR. JOHN MILLER

SIERRA CLUB ANGELES CHAPTER

By:  _____ Date: 8/12/2021
MORGAN GOODWIN

KATHLEEN WOODFIELD, an individual Date: _____

CHUCK HART, an individual Date: _____

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: _____ Date: _____
RON HERRERA, Director – Port Division

LOS ANGELES ALLIANCE FOR A NEW ECONOMY

By: _____ Date: _____
ROXANA TYNAN, Executive Director

NATURAL RESOURCES DEFENSE COUNCIL

By: _____ Date: _____
MELISSA LIN PERRELLA

PHYSICIANS FOR SOCIAL RESPONSIBILITY

By: _____ Date: _____
MARTHA DINA ARGUELLO

SAN PEDRO AND PENINSULA HOMEOWNERS COALITION

By: _____ Date: _____
DR. JOHN MILLER

SIERRA CLUB ANGELES CHAPTER

By: _____ Date: _____
MORGAN GOODWIN



KATHLEEN WOODFIELD, an individual

Date: 4/21/21

CHUCK HART, an individual

Date: _____

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: _____ Date: _____
RON HERRERA, Director – Port Division

LOS ANGELES ALLIANCE FOR A NEW ECONOMY

By: _____ Date: _____
ROXANA TYNAN, Executive Director

NATURAL RESOURCES DEFENSE COUNCIL

By: _____ Date: _____
MELISSA LIN PERRELLA

PHYSICIANS FOR SOCIAL RESPONSIBILITY

By: _____ Date: _____
MARTHA DINA ARGUELLO

SAN PEDRO AND PENINSULA HOMEOWNERS COALITION

By: _____ Date: _____
DR. JOHN MILLER

SIERRA CLUB ANGELES CHAPTER

By: _____ Date: _____
MORGAN GOODWIN

KATHLEEN WOODFIELD, an individual Date: _____

Chuck Hart

CHUCK HART, an individual Date: 3.27.21



EXHIBIT A

TRAPAC APPELLANTS

Natural Resources Defense Council
American Lung Association
Change to Win
Coalition for a Safe Environment
Coalition for Clean Air
Communities for a Better Environment
Communities for Clean Ports
Earth Day LA
International Brotherhood of Teamsters
Los Angeles Alliance for a New Economy
Physicians for Social Responsibility
San Pedro and Peninsula Homeowners Coalition
Sierra Club Angeles Chapter
Kathleen Woodfield
Chuck Hart

**AGREEMENT AMONG
 THE CITY OF LOS ANGELES,
 THE HARBOR COMMUNITY BENEFIT FOUNDATION,
 AND THE TRAPAC APPELLANTS
 ADDING FUNDS TO THE PORT COMMUNITY MITIGATION TRUST FUND**

November 3, 2021

Account#	11927	W.O. #	
Ctr/Div#	7000	Job Fac.#	
Proj/Prog#	000		
Budget FY:		Amount:	
	FY 21/22		\$275,293.26
	TOTAL		\$275,293.26
<u>For Acct/Budget Div. Use Only</u>			
Verified by:	 <small>Julia Yasso 11/10/21 11:10:06 AM PST Digitally signed by Julia Yasso DN: cn=Julia Yasso, o=City of Los Angeles, ou=City of Los Angeles, email=jyasso@cityofla.org, c=US</small>		
Verified Funds Available:	 <small>Digitally signed by Frank Liu Date: 2021.11.10 08:27:34 -0800</small>		
Date Approved:	<u>11/10/21</u>		