

GRANT AGREEMENT COVER SHEET

GRANT NUMBER G17-ZNZE-10, Amendment 1

NAME OF GRANT PROGRAM Zero-and Near Zero-Emission Freight Facilities Project	
GRANTEE NAME City of Los Angeles Harbor Department (Port of Los Angeles)	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 95-6000735	TOTAL GRANT AMOUNT NOT TO EXCEED \$41,122,260.00
START DATE: March 1 , 2018	END DATE: March 31, 2021 May 15, 2023

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and City of Los Angeles Harbor Department (Port of Los Angeles) (the "Grantee"). Amendments are shown as deletions in ~~strike through~~ text and additions as **bold and underscore** text.

Exhibit A – Grant Provisions

Exhibit B – Work Statement:

- Attachment I – Budget Summary
- Attachment II – Project Milestones and Disbursement Schedule
- Attachment III – Key Project Personnel

Exhibit C – Fiscal Year 2017-2018 Grant Solicitation Zero- and Near Zero-Emission Freight Facilities Project

Exhibit D –Grantee Application Package

The purpose of this Amendment 1 is to extend the end date to May 15, 2023 and some changes to Exhibit A, Grant Provisions and Exhibit B, Work Statement. This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB. The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) City of Los Angeles Harbor Department (Port of Los Angeles)	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 425 South Palos Verdes Street, San Pedro ,California 90731	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$0.00	PROGRAM 3510000L32	PROJECT 3900-LCTI	ACTIVITY 3228HVIP17ZNZE
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$41,122,260.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$41,122,260.00	(OPTIONAL USE)		CHAPTER 254 30 STATUTE 2017 2018
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 57207 FISCAL YEAR (ENY) 2017/18 (\$31,122,260.00) 2018/19 (\$10,000,000.00)

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.


SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: 	DATE 2/22/2021
--	-------------------

EXHIBIT A, Grant Provisions
Grant Number: G17-ZNZE-10, Amendment 1

GRANT PROVISIONS

- I. The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Grant Solicitation for Zero- and Near Zero-Emission Freight Facilities Project (Exhibit C) and Grantee Application Package (Exhibit D).

- II. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits. The Grantee agrees to acknowledge the California Climate Investments program as a funding source from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: ~~'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines~~ **Zero-Emission Freight "Shore to Store" Project is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy and improving public health and the environment — particularly in disadvantaged communities.'** Guidelines for the usage of the CCI logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>



III. GRANT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Zero-Emission Freight “Shore to Store” Project

Funding Amount:¹ \$ 41,122,260

Match Amount: \$ 41,426,612

IV. GRANT PARTIES AND CONTACT INFORMATION

- A. This grant is from the California Air Resources Board (hereinafter referred to as (CARB) to the City of Los Angeles Harbor Department (Port of Los Angeles) (hereinafter referred to as Grantee).
- B. The CARB Project Liaison is Ryan Murano. Correspondence regarding this project must be directed to:

Ryan Murano
California Air Resources Board
Mobile Source Control Division
1001 I Street
Sacramento, California 95814
Phone: (916) 322-2383
E-mail: Ryan.Murano@arb.ca.gov

- C. The Grantee Liaison is Jacob Goldberg. Correspondence regarding this project must be directed to:

Grantee Liaison: Jacob Goldberg
Title: Project Manager/Grant Administrator
Address: 425 South Palos Verdes Street
San Pedro, California 90731
Phone: 310-732-2675
Email: jgoldberg@portla.org

V. TIME PERIOD

- A. CARB retains full discretion to consider all available information relating to California Environmental Quality Act (CEQA) compliance before determining whether to proceed forward with this grant agreement. **No work may be done by the grantee, nor will any funding be disbursed by CARB until CARB has affirmatively notified the grantee in writing that this provision has been satisfied.** If CARB decides not to proceed forward with this grant

¹ Budget Act of 2017, as amended by Assembly Bill 134 (for projects using FY17/18 LCT) OR Budget Act of 2017, as amended by Senate Bill 132 (for projects using Warehouse funds); and Budget Act of 2018, as amended by Senate Bill 856.

agreement under this provision, the agreement will be terminated immediately by CARB upon written notice to the grantee.

- B. Performance of work or other expenses billable to CARB under this grant may commence after meeting conditions specified in Section V.A., signing and awarding of this grant. Performance on this grant ends once the Grantee has submitted the CARB approved final report or if the grant is terminated, whichever is earlier.
- C. Upon completion of the project, the Grantee must submit a draft final report to the Project Liaison no later than ~~February 14, 2024~~ January 1, 2023 (see Section IX.D).
- D. Final report and final request for payment must be received by CARB no later than ~~April 1, 2024~~ April 1, 2023 (see Section IX).

VI. SCOPE OF WORK

Description

- A. This project will demonstrate ten Kenworth zero-emission Class 8 hydrogen fuel cell electric trucks, integrated with Toyota's fuel cell drive technology, along with the two hydrogen fueling stations that will be built by Equilon Enterprises LLC (d/b/a Shell Oil Products USA) (Shell) in Ontario and Wilmington. The hydrogen fuel cell electric trucks will be operated by the United Parcel Services, Total Transportation Services Inc., Southern Counties Express, and Toyota Logistics Services (TLS) throughout the Los Angeles basin ports, inland locations such as Riverside County, and the Port of Hueneme (POH). Additionally, POH will demonstrate two electric yard tractors, and TLS will demonstrate two zero-emission forklifts at their facility.
- B. Additional Scope of Work detail is in Exhibit B Work Statement and Exhibit D Grantee Application Package Attachment B.

General Responsibilities

- C. CARB is responsible for the following:
 - 1. Participation in regular meetings with Grantee to discuss project refinements and guide the administration of the project.
 - 2. Reviewing and approving project elements provided by Grantee, such as general vehicle and equipment design criteria, data collection and analysis.

3. Review and approve all grant disbursement requests (Form MSCD/ISB-90).
 4. Provide project oversight in conjunction with Grantee.
 5. Ensure compliance with applicable requirements of:
 - a. Fiscal Year 2017-2018 Funding Plan for Clean Transportation Incentives (FY 2017-18 Funding Plan)
 - b. Fiscal Year 2017-18 Clean Transportation Incentives Zero- and Near Zero-Emission Freight Facilities Project (Solicitation).
 - c. Fiscal Year 2018-2019 Funding Plan for Clean Transportation Incentives (FY 2018-19 Funding Plan)
 - d. Air Quality Improvement Program Guidelines
 6. Maintaining adherence to the project timeline.
- D. Grantee's responsibilities include all project development, press events, project administration, and project reporting, including the following tasks:
1. Grantee's key project personnel will participate in an initial Project Kick-Off meeting with CARB staff before work on the project begins. The purpose of the initial meeting will be to discuss the overall plan, details for performing the tasks, the project schedule, and any issues that may need to be addressed. Grantee's key personnel and data collector will also participate in review meetings to discuss progress to be held at least quarterly beginning three months after the initial Project Kick-Off meeting. Grantee may be asked to schedule additional meetings at the sole discretion of the CARB Project Liaison.
 2. Regular project update meetings, to be held at least quarterly, more frequent meetings may be scheduled at the sole discretion of the CARB Project Liaison.
 - a. Regular Project Meetings will have an Agenda with call-in information for all participants.
 - b. Agenda will detail all the issues to be discussed during the Regular Project Update Meeting.
 - c. Agenda will detail items that may cause the project to slip on the time schedule.

- d. The Regular Project Update Meetings will cover the project timeline and steps needed to maintain the project timeline.
 - e. The Regular Project Update Meetings will have discussion on what milestones and work plan tasks are expected to be completed before the next Regular Project Update Meeting.
 - f. Regular Project Update Meetings must include at a minimum the Grantee Liaison, representative from the data collection team and key project partners for any milestone that is behind schedule.
3. The Grantee must submit numbered status reports accompanying grant disbursement requests to CARB at least quarterly, but may submit on a monthly basis if necessary for more frequent disbursements with prior approval from CARB. These reports must be approved by CARB and must contain the following information, at a minimum, in either Microsoft Word or PDF, as a single electronic file:
- a. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number.
 - b. Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan.
 - c. Statement of work expected to be completed by the next progress report.
 - d. Notification of problems encountered and an assessment of their effects on the project's outcome.
 - e. Data collected from vehicles, equipment and facilities since the last data reporting.
 - f. Grantee must ensure that trucking fleets, equipment operators, freight facilities and technology manufacturers are flexible for the scheduling of the data logging installation, and data retrieval as needed.
 - g. Itemized invoice showing all costs for which reimbursement is being requested.
 - h. Discussion of the project's adherence to the project timeline.
4. A draft final report shall be provided to CARB for comments at least one month before the due date of the final report.

5. Ensure that project end-users are working with data collection provider.

VII. FISCAL ADMINISTRATION

Budget

- A. The maximum amount of this grant is \$41,122,260. Under no circumstance will CARB reimburse the Grantee for more than this amount. The budget for the project is shown in Exhibit B, Attachment I.
- B. The project will include a cash-match and an in-kind match from private, eligible state, and local funding to leverage this grant, for a total project budget of \$82,548,872.
- C. Project implementation funding may be reallocated to project funds with prior written approval by CARB.
- D. The Grantee Application package is incorporated by reference as part of the Grant Agreement. The Grantee application submitted will be the actual costs for the project and will not be amended due to faulty estimations, increases in costs due to inflation or other reasons that have not been covered in the budget.
- E. Subject to prior written approval from CARB, line item shifts of up to ten percent of each milestone may be made over the life of the grant. Grantee can continue to work upon approval of line item shifts by CARB, and CARB will follow up with a formal amendment to the grant. Line item shifts may be proposed by either the State or the Grantee and must not increase the total grant amount.

Earned Interest

- F. Earned interest means any interest earnings generated from grant funds held by Grantee in interest-bearing accounts.
 1. Project funds are not required to be held in an interest bearing account. However, if interest is earned by Grantee on the project the earnings must be reported to CARB. All interest income on the Project funds must be reinvested in and used by the Project or returned to CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on the Project funds.
 2. Grantee must maintain accounting records (e.g., general ledger) that track interest earned, expended, or returned on the Project funds, as follows:

- a. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method.
- b. Interest earned must ensure that it is separately identifiable from interest earned on non-Project funds.
- c. The methodology for calculating earned interest must be consistent with how it is calculated for Grantee's other fiscal programs.
- d. Earned interest must be fully expended or returned to CARB by completion of the project, submittal of the Final Report, or by **January 31, 2021** **April 1, 2023**, whichever comes first.
- e. Documentation of interest earned on the Project funds and expenditures made on those funds or returned to CARB must be:
 - i. Retained for a minimum of three years after it is generated.
 - ii. Provided to CARB in Status Reports and a Final Report.

Grant Disbursements

- G. Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in the Fiscal Year 2017-18 Clean Transportation Incentives Zero- and Near Zero-Emission Freight Facilities Project Solicitation (Solicitation). Grant payments shall be made on a reimbursement basis and only for actual costs incurred by the Grantee for recurring milestones. Grant Payments shall be made upon achievement of discrete payable milestone as defined in Project Milestones and Disbursement Schedule (EXHIBIT B, Attachment II) and only when the Grantee has submitted a Grant Disbursement Request Form, milestones stipulated in Exhibit B, Attachment II and the instructions found in the Solicitation have been accomplished, documentation of accomplishment has been provided to CARB in the form of the Status Report, and any associated deliverables (if applicable) have been provided to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of administration and project funds identified in Exhibit B, Attachment II (with the exception of the final project administration disbursement), necessary to assure the goals of the project are met.
- H. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Section IX Reporting). A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented, a deliverable meeting specifications has not been provided, claimed expenses are not documented, not valid per the

budget, or not reasonable, or the Grantee has not met other terms of the grant.

The Chief of the Mobile Source Control Division or designee of CARB may review the Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Mobile Source Control Division, are not reasonable or do not comply with the Grant Agreement.

- I. The Grantee shall ~~mail completed and signed Grant Disbursement Requests to the Project Liaison.~~ **submit the Grant Disbursement Form to CARB Project Liaison. The Grantee shall submit this electronically based on CARB's current electronic submission guidance at the time of request. Request for payment must be made with the Grant Disbursement Form and contain all documentation required.**
- J. CARB retains the right to withhold payment of ten percent of administrative funds until completion of all work and submission of a Final Report to CARB. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- K. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.

Oversight and Accountability

- L. The Grantee shall comply with all oversight responsibilities identified in the Solicitation, Grantee Application Package, and this Grant Agreement.
- M. CARB, or its designee, reserves the right to audit at any time during the duration of this grant the Grantee's costs of performing the grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
- N. CARB or its designee may recoup funds which were received based upon misinformation or fraud, or for which a Grantee, manufacturer (including vehicle and equipment manufacturers), technology provider, or vehicle/equipment purchaser is in significant or continual non-compliance with the terms of this grant or State law.

CARB also reserves the right to prohibit any entity from participating in the Zero- and Near Zero-Emission Freight Facilities Project due to non-compliance with project requirements or other CARB regulations.

VIII. PROJECT MONITORING

Meetings

- A. Kick-Off meeting: A meeting will be held between key project personnel as defined in Exhibit B Attachment III Key Project Personnel and CARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
- B. Review meetings: Meetings to discuss progress must be held at least quarterly beginning three months after the initial Project Kickoff Meeting. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by the CARB Project Liaison.

Technical Monitoring

- C. Any changes in the scope or schedule for the project shall require the prior written approval of the CARB Project Liaison and may require an amendment to the Grant.
- D. The Grantee shall notify the CARB Project Liaison in writing, immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. In addition, the Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment III).
- E. The Grantee shall notify the CARB Project Liaison if the project technology will pursue official verification/certification during the term of this agreement and all documentation in support of the verification/certification must be submitted to CARB Project Liaison concurrently with the verification/certification submittal.
- F. In addition to Status Reports (discussed in Section IX Reporting), the Grantee shall provide information requested by the Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.

- G. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and may require a grant amendment.

IX. REPORTING

Status Reports

- A. The Grantee will submit Status Reports at ~~monthly~~ **quarterly** intervals. The Status Reports shall be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements of the Solicitation.
- B. Every Grant Disbursement Request Form (Form Number MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone(s) specified in Exhibit B, Attachment II.
- C. If the project is behind schedule, the Status Reports must contain an explanation of reasons and a detailed explanation of how the Grantee plans to resume the schedule.

Final Report

- D. When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between the CARB Project Liaison and the Grantee. Upon approval of the draft Final Report by the Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.
- E. The Grantee must present, at CARB's sole discretion, the results of the project at a minimum two forums, symposiums, or other event to describe the project and the results. CARB will notify the Grantee at least 10 business days prior to event date.

X. TERMINATION AND SUSPENSION OF PAYMENTS

- A. CARB reserves the right to terminate this grant upon thirty days' written notice to the Grantee, if CARB determines that the project has not progressed satisfactorily during the previous three months and the Grantee and CARB have been unable to agree on modifications. In case of early termination, the Grantee will submit a Grant Disbursement Request Form, a Status Report covering activities up to, and including, the termination date and following the requirements in Section IX of these provisions. Upon receipt of the Grant Disbursement Request Form and all Status Reports, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actual

incurred costs that in the opinion of CARB are justified. The total amount paid shall not exceed the total grant amount.

- B. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.

XI. CONTINGENCY PROVISION

In the event this grant is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached. If CARB is unable to award a grant under these circumstances, CARB may award a grant to other projects.

XII. PROJECT RECORDS

Grantee Record

- A. As further described below, project records include but are not limited to Grantee, financial, and other records. All project records must be retained for a period of three (3) years after final payment under this Grant. All project records are subject to audit pursuant to the General Provisions Section (Section XIII) of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all project records to CARB. Hardcopy of electronic records are suitable. Acceptable forms of electronic media include hard drives, compact discs, digital video discs and flash drives. Other forms of electronic media may be allowed based on prior written concurrence from CARB.
- B. The Grantee shall retain a file for the Shore to Store Project containing, but not limited to:
 - 1. Original executed copy of the Grant Agreement and Grant Agreement Amendments (if applicable);
 - 2. Copies of Grant Disbursement Request Forms;
 - 3. Documentation of earned interest generation and expenditure;

4. All Project Status Reports;
5. Invoices from project participants for reimbursable items; and
6. All other information that documents all aspects of the project.

Financial Record

- C. Without limitation of the requirement to maintain project accounts in accordance with generally accepted accounting principles, the Grantee must:
1. Establish an official file for the Shore to Store Project, which shall adequately document all significant actions relative to the project.
 2. Establish separate accounts, which will adequately and accurately depict all amounts received and expended on the Shore to Store Project.
 3. Establish separate accounts, which will adequately and accurately depict all income received which is attributable to the Shore to Store Project, including cash and in-kind match.
 4. Establish an accounting system, which will adequately depict final total costs of the Shore to Store Project, including both direct and indirect costs.
- D. Other Records include all deliverables required in Exhibit B, Attachment II, of this Grant Agreement.

XIII. GENERAL PROVISIONS

- A. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- B. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
- C. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- D. **Confidentiality: No record which has been designated as confidential by CARB, shall be disclosed by the Grantee.**

- E. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- F. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- G. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income population of the State.
- H. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- I. **Force majeure:** ~~Neither CARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.~~ **Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure even occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee**

invokes this clause. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

- J. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California, CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- K. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
- L. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- M. **Independent Contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CARB.
- N. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such

discrimination and harassment. The Grantee and its third party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement

- O. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- P. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- Q. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- R. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- S. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
- T. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

- U. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- V. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
- W. **Ownership:** All information or data received or generated by the Grantee under this agreement shall become the property of CARB. No information or data received or generated under this agreement shall be released without CARB's approval. Notwithstanding the above, in the event Grantee is required by deposition, interrogatory, subpoena, or request for documents under the Public Records Act to disclose information or data received or generated under this agreement, Grantee shall provide CARB a prompt written notice prior to disclosure.
- X. **Personally Identifiable Information: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.**
- Y. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Grantee agrees to include similar right of the State to audit records and interview staff in any subgrant or subcontract related to performance of this Agreement.

- Z. **Web Content Accessibility Guidelines: Grantee must ensure that all products and services submitted, uploaded, or otherwise provided by the Grantee and/or its subgrantees**

under this Grant Agreement, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant Agreement (collectively, the “Work”), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the “Accessibility Requirements”). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. Grantee must bring into compliance, at no cost to CARB, any Work by Grantee or its subgrantees not meeting the Accessibility Requirements. If Grantee fails to bring its or its subgrantees’ Work into compliance with the Accessibility Requirements within five (5) business days of written notice from CARB, or within the time frame specified by CARB in its notice, Grantee will be responsible for all costs incurred by CARB in bringing Grantee’s or its subgrantees’ Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

This page **left** intentionally **left** blank

EXHIBIT B, Work Statement
Grant Number: G17-ZNZE-10, Amendment 1

Work Statement

Budget Summary (Attachment I)
Project Milestones and Disbursement Schedule (Attachment II)
Key Project Personnel (Attachment III)

This page intentionally left blank.

EXHIBIT B, Attachment I
Grant Number: G17-ZNZE-10, Amendment 1

Budget Summary

Grantee: City of Los Angeles Harbor Department (Port of Los Angeles)
Grant No.: ~~G17-ZNZE-10~~

Project: Zero-Emission Freight “Shore to Store” Project

Total Costs & Funding

Costs	Grant	Applicant Match Funding		Total
	Cash	Cash	In-Kind	
1. Demonstration Technology Funds	\$41,122,260	\$14,297,281	\$27,129,331	\$82,548,872
2. Administrative Funds	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$41,122,260	\$14,297,281	\$27,129,331	\$82,548,872

This page intentionally left blank.

EXHIBIT B, Attachment II
Grant Number: G17-ZNZE-10, Amendment 1

Project Milestones and Disbursement Schedule

Grantee: City of Los Angeles Harbor Department (Port of Los Angeles)

Grant No.: G17-ZNZE-10

Project: Zero-Emission Freight “Shore to Store” Project

Task	Task Description	Task Deliverables	Project Funding		Match Funding		Total	DUE DATE
			Project	Admin	Cash	In-Kind		
Task 1.0 Administrative and Project Management								
Task 1.1 - Execute Grant Agreement								
1.1.1	Execute Subcontracts – provide copies of subcontracts to CARB	N/A	\$0	\$0	\$0	\$0	\$0	Jun-19
1.1.2	Verified Completed CEQA		\$0	\$0	\$0	\$0	\$0	Feb-19
1.1.3	Signed Grant Agreement		\$0	\$0	\$0	\$0	\$0	Feb-19
Task 1.2 – CEC Funded Projects	Provide copies of executed Agreements to CARB	Executed Agreements	\$0	\$0	\$0	\$25,999,331	\$25,999,331	Feb-19
Task 1.3 - Quarterly Reports	Quarterly Reports	Quarterly Reports	\$0	\$0	\$0	\$0	\$0	Ongoing
Task 1.4 – Final Report	Final Report	Final Report	\$100,000	\$0	\$0	\$0	\$100,000	Mar-21
Task 1.4 Final Reporting								
<u>1.4.1</u>	<u>Draft Final Report</u>	<u>Draft Final Report</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>Jan-23</u>
<u>1.4.2</u>	<u>CARB Symposium Presentation</u>	<u>Symposium Presentation</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>Mar-23</u>
<u>1.4.3</u>	<u>Final Report</u>	<u>Final Report</u>	<u>\$100,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$100,000</u>	<u>Apr-23</u>

Task	Task Description	Task Deliverables	Project Funding		Match Funding		Total	DUE DATE
			Project	Admin	Cash	In-Kind		
Task 2.0 Design, Construction, and Commissioning of Hydrogen Infrastructure								
2.1	Hydrogen Refueling Station in Ontario	Final photos, commissioning report including proof of operation	\$9,250,000	\$0	\$0	\$0	\$9,250,000	May-20 Feb-21
2.2	Hydrogen Refueling Station in Wilmington	Final photos, commissioning report including proof of operation	\$7,850,000	\$0	\$1,400,000	\$0	\$9,250,000	Jun-20 Feb-21
Task 3.0 Truck Fleet Design, Build, and Support								
3.1	Vehicle Design / Build / Validation Units #1 - #5	Internal tests report, proof of delivery and operation	\$9,500,000	\$0	\$5,810,000	\$0	\$15,310,000	Jul-19 Feb-21
3.2	Design Updates / Build / Validation Units #6 - #10	Internal tests report, proof of delivery and operation	\$8,830,000	\$0	\$4,810,000	\$0	\$13,640,000	Jun-20 May-21
3.3	Demonstration Readiness / Vehicle Operation & Support	Final Engineering Documentation, Ongoing Manufacturer Support report	\$2,100,000	\$0	\$200,000	\$0	\$2,300,000	Jan-21 Sept-21
Task 4.0 Yard Tractors and Charging Infrastructure								
4.1	Engineering and Design - Infrastructure	Final design report - Complete engineering plans	\$100,000 \$0	\$0	\$0	\$100,000 \$200,000	\$200,000	Jun-19 May-19
4.2	Infrastructure Bid Process	Issued RFP, final scores and	\$0	\$0	\$0	\$0	\$0	Aug-19

Task	Task Description	Task Deliverables	Project Funding		Match Funding		Total	DUE DATE
			Project	Admin	Cash	In-Kind		
		selection summary						
4.3	Utility Permitting and Construction	Final Permits, Overall Construction plan	\$250,000 <u>\$0</u>	\$0	\$0	\$0	\$250,000 <u>\$0</u>	Jun-20
4.44.4.1	Site Construction and Commissioning <u>Infrastructure Construction: UTR Support and Ordering of Switchgear</u>	Final photos, commissioning report <u>Construction Contractor Invoices</u>	\$2,050,000 <u>\$1,000,000</u>	\$0	\$0	\$100,000 <u>\$0</u>	\$2,150,000 <u>1,000,000</u>	Aug-20 <u>Mar-21</u>
<u>4.4.2</u>	<u>Infrastructure Construction: e-Crane Support</u>	<u>Construction Contractor Invoices</u>	<u>\$1,000,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,000,000</u>	<u>Mar-22</u>
4.5	Yard Truck Delivery <u>Commission Infrastructure</u>	Photos of delivered tractors, written notice of first operation <u>Commissioning Report</u>	\$600,000 <u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	\$600,000 <u>\$0</u>	Aug-20 <u>Mar-22</u>
<u>4.6</u>	<u>Delivery of (2) ZE UTRs and Charging Station</u>	<u>Vendor Invoice and/or Bill of Landing, photos of delivered tractors, written notice of first operation</u>	<u>\$1,000,000</u>	\$0	\$0	\$0	<u>\$1,000,000</u>	<u>Feb-21</u>

Task	Task Description	Task Deliverables	Project Funding		Match Funding		Total	DUE DATE
			Project	Admin	Cash	In-Kind		
Task 5.0 Technology Demonstrations								
Task 5.1 - Truck Demonstration								
5.1.1	Operation of Phase 1 Trucks	Test plan prior to beginning of each demonstration, C o llected data provided in Status Reports.	\$0	\$0	\$1,531,848	\$0	\$1,531,848	Jan-24 Sept-21
5.1.2	Operation of Phase 2 Trucks		\$0	\$0	\$545,433	\$930,000	\$1,475,433	Jan-24 Sept-21
Task 5.2 - Yard Tractor Demonstrations	Demonstration of (2) Yard Tractors ZE UTRs at POH		\$0	\$0	\$0	\$0	\$0	Jan-24 June-22
Task 5.3 - Forklift Demonstration	Forklift Demonstration at Toyota Warehouse		\$0	\$0	\$0	\$0	\$0	Jan-24 June-22
Task 6.0 Data Collection and Analysis								
6.1	Data Collection	Data collection plan	\$193,794	\$0	\$0	\$0	\$193,794	Jun-19 July-20
6.2	Data Analysis, Ongoing	Data included in Quarterly Reports (Task 1.3)	\$131,630	\$0	\$0	\$0	\$131,630	Mar-24 Sept-22
6.3	Advanced Data Analytics	Analytics included in Final Report (Task 1.4)	\$166,836	\$0	\$0	\$0	\$166,836	Mar-24 Jan-23
	TOTAL		\$41,122,260	\$0	\$14,297,281	\$27,129,331	\$82,548,872	

*CARB will not reimburse for Final Report until approval of Final Report

This page intentionally left blank.

EXHIBIT B, Attachment III
Grant Number: G17-ZNZE-10, Amendment 1

Key Project Personnel

Grantee: City of Los Angeles Harbor Department (Port of Los Angeles)

~~Grant No.: G17-ZNZE-10~~

Project: Zero-Emission Freight “Shore to Store” Project

Name	Organization	Position	Duties
Christopher Cannon	Port of Los Angeles	Chief Sustainability Officer	Project Director – Provides overall leadership and executive oversight for the project.
Jacob Goldberg	Port of Los Angeles	Environmental Specialist	Project Manager/Grant Administrator– Manages the project and oversees grant administrative duties and coordination with ARB throughout the project.
Tim DeMoss	Port of Los Angeles	Marine Environmental Supervisor	Technology Demonstration Lead – Oversees and coordinates technology demonstration partners’ participation in the project.
Oliver Bishop	Shell	General Manager Hydrogen	Overall responsibility for the success of the hydrogen infrastructure deployment.
Wayne Leighty, MBA, PhD	Shell	Hydrogen Business Development Manager, North America	Accountable for hydrogen business development in North America.

Name	Organization	Position	Duties
Mark Brown	Kenworth Truck Company	Executive Program Manager – Advanced Technologies	Program Management, Budget, Schedule and Reporting Responsibility.
John Luoma	Kenworth Truck Company	Assistant Chief Engineer	Technical Responsibility and Resource Management.
Andrew Lund	Toyota Motor North America	Chief Engineer	Oversee the research and development activities of the fuel cell electric truck project.
Tak Yokoo	Toyota Motor North America	Senior Executive Engineer	Responsible for product development and execution for fuel cell powertrain system development.
Aaron Harris	Air Liquid	Technical Director, Hydrogen Energy	Will serve as the lead technical contact for the Air Liquide stations.
Christina Birdsey	Port of Hueneme	Chief Operations Officer	Oversee the Port's overall project status and implementation.
Giles Pettifor	Port of Hueneme	Environmental Manager	Coordinate with CARB and Port of LA on overall project status and management. He will work with the EV yard tractor vendor on coordinating delivery and timing.
Kenneth Kelly	National Renewable Energy Laboratory	Team Leader, Commercial Vehicle Technologies	Data analysis program management and technical oversight.

Name	Organization	Position	Duties
Jason Lustbader	National Renewable Energy Laboratory	Senior Research Engineer	Project management, technical leadership, and planning.
Matt Miyasato, PhD	South Coast Air Quality Management District	Deputy Executive Officer for Science & Technology Advancement	Technical Advisor – Development and commercialization of clean air technologies. SCAQMD is also providing co-funding in the form of cash match.
Jesse Marquez	Community for a Safe Environment	Executive Director	Community Advisor

2017-2018 GRANT SOLICITATION

Zero- and Near Zero-Emission Freight Facilities Project

Mobile Source Control Division
California Air Resources Board
March 21, 2018



This page ~~left~~ intentionally left blank.

EXHIBIT D, Grantee Application
Grant Number: G17-ZNZE-10, Amendment 1

GRANTEE APPLICATION PACKAGE