



To: Eugene Seroka, Executive Director, Port of Los Angeles, Harbor Dept.
 From: Mary Silverstein, Executive Director, Harbor Community Benefit Foundation (HCBF)
 Sean Hecht, Board Chair, HCBF
 Cc: Doane Liu, Port of Los Angeles
 Kathryn Colson, SLC via email: Kathryn.Colson@slc.ca.gov
 Michael Jenkins, Jenkins and Hogen, LLP, Counsel for HCBF
 Date: March 12, 2015 **REVISED April 2, 2015**
 Re: PCMTF Transfer - Healthy Harbor Round 4

INTRODUCTION

In accordance with the Operating Agreement of the TraPac Memorandum of Understanding (“Operating Agreement”), Harbor Community Benefit Foundation hereby submits a request to approve a transfer of funds in the amount of **\$518,000** from the Port Community Mitigation Trust Fund (“PCMTF”) in support of the fourth round of the Healthy Harbor grant program. The proposed funding **will benefit a total of seven organizations serving San Pedro and Wilmington.**

With the approval of this request, the **cumulative award to date** of projects and programs dedicated to the communities of **San Pedro and Wilmington** equals **\$3,779,000** including: Research (Land Use Study and Noise Study = \$485,000), Healthy Harbor Grants (three annual rounds = \$1,350,000 and **this request = \$518,000**), Community Benefit Grants (two rounds = \$1,126,000) and Harbor Schools: S.T.E.A.M. Initiative: (pilot round=\$300,000).

REQUEST

Harbor Community Benefit Foundation (“HCBF”) hereby requests the Port of Los Angeles Board of Harbor Commissioners (“Harbor Commissioners” or “BOHC”) to

- 1) Concur with the February 20, 2015 HCBF Board approved action to fund the fourth round of Healthy Harbor Grant Program, in the amount of **\$518,000**, in support of seven organizations, for projects and programs serving the communities of San Pedro and Wilmington; and
- 2) Approve the transfer of funds from the Port Community Mitigation Trust Fund to HCBF, in one lump sum, **not-to-exceed \$518,000**, by issuing a letter of authorization to JPMorgan Chase, the independent Financial Manager, to be executed jointly by the BOHC, or its designee, and the Executive Director of Harbor Community Benefit Foundation.

BACKGROUND

HCBF released the fourth round of the **Healthy Harbor Grant Program** on October 14, 2014, announcing the availability of \$500,000 to benefit the communities of Wilmington and San Pedro (**TRANSMITTAL A**). With guidance from the HCBF Board ad hoc grant review committee, the recommendation of findings was made for seven proposals.

The recommended Projects are hereby forwarded to the BOHC for its final review and determination that the Projects may be funded by the PCMTF in accordance with the TraPac MOU and Operating Agreement. The seven proposals brought before the BOHC at this time were selected 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, feasibility, cost-effectiveness, organizational capacity and benefits the project proposal would provide **(TABLE 1)**.

HCBF BOARD ACTIONS

February 20, 2015, the HCBF Board of Directors, by unanimous vote:

Board Resolved:

- a. The Healthy Harbor Grant Program conforms to the requirement of the TraPac MOU and the Tidelands Trust, and will benefit the port adjacent communities of San Pedro and Wilmington;
- b. Approve, in substantial form, the Grant Agreement for HCBF's Healthy Harbor Grant Program, Round 4, **(TRANSMITTAL B)**
- c. Augment the funding for the Healthy Harbor Grant Program, Round 4 by \$18,000, increasing the committed program funding to \$518,000
- d. Approve the staff and ad-hoc committee's recommendation to award funds to the seven **(7)** organizations listed in the staff report; and
- e. Authorize the Executive Director to 1) report to the Board of Harbor Commissioners (BOHC), requesting final approval of the project, 2) execute a joint letter with the BOHC, or its designee, to approve the distribution of funds in one lump sum transfer from the Port Community Mitigation Trust Fund to HCBF, in the amount of \$518,000, and 3) fully execute, and administer, the Grant Agreements between HCBF and the grantees.

DISCUSSION

The Healthy Harbor Grant Program funds an array of healthcare programs serving vulnerable populations, mitigating air quality, and improving the health and wellness of residents in the industrial port environment of Wilmington and San Pedro, CA. The proposed projects and programs mitigate and address the Port's **health impact** on the community by providing increased access to 1) diagnosis & treatment, 2) pharmaceuticals & medical supplies, and 3) health education and outreach; in the Harbor area affected by such Port impacts.

Through a competitive grant process, HCBF received **19** proposals for the fourth round of the Healthy Harbor Grant Program. A total of **\$1,756,133** in grant funding was requested, with **\$808,988** in funding and in-kind match.

Staff reviewed and evaluated each proposal based on the terms in the Board-approved application guide, conducting site visits for clarification as needed. An ad-hoc committee, consisting of Board members Dr. Silvia Prieto (LA County Dept. of Public Health), Jesse Marquez (Wilmington Appellant), and Kathleen Woodfield (San Pedro Appellant), considered, reviewed, and unanimously supported the recommendation of **\$518,000** in grants. The seven recommended proposals are leveraged by a combined in-kind match of **\$469,400**, nearly \$1 to \$1.

Seven projects and programs have been recommended for funding by the ad-hoc committee, for a total of \$518,000, including \$110,000 for a program based in Wilmington, \$68,000 for a program based in San Pedro, and \$340,000 for five programs benefiting both Port-adjacent communities. As recommended, the funding commitment dedicates funding to all priorities identified in the grant cycle, and ensures that recommended applicants have sufficient funds to deliver their services.

Four of the seven organizations are past Healthy Harbor grantees with a favorable track record. All of the recommended proposals demonstrate a Tidelands nexus, address a demonstrated Port-related health impact in Wilmington and San Pedro, and offer a strong work plan to accomplish stated goals.

Unique to this round of funding is a program addressing diabetes. Providence Little Company of Mary’s (PLCM) Get Out And Live (GOAL) program is a community-based Disease Self Management Program that helps adults develop **self-management**, knowledge and skills **to address both chronic respiratory and diabetes conditions. Diabetes is among the top leading causes of death in the US for men and women age 65 years and older. Exposure to environmental contaminants, such as air pollution and extreme heat, can worsen the health of persons living with diabetes.** <http://www.epa.gov/research/aging/factsheets/deh-rd.html>. Diabetes self-care, is a critical need in the Harbor area.

Project-Specific Tidelands Nexus Statements

For all of the programs recommended below, HCBF completed a project-specific Tidelands Nexus analysis (**TABLE 2**), and has determined all proposed programs are consistent with the requirements of the Operating Agreement of the TraPac MOU (Harbor Department Agreement 10-2912); that the mitigation measures are reasonable and appropriate; that funding shall only be expended for the benefit of the communities of Wilmington and/or San Pedro; and that the quantitative and qualitative evaluation of funded mitigation measures will be reported.

PCMTF STATUS REPORT: APPROVED PROJECTS & FUND BALANCE UPDATE

The following chart summarizes the transfer of funds from the PCMTF for Studies and HCBF Programs in the current calendar year.

Trust Fund Balance as of 12/31/2014	\$5,220,948
Programs Approved by BOHC on March 19, 2015	
Harbor Schools STEAM Grants	(\$300,000)
Community Benefit Grant Round 2 continued (3 grants)	(\$50,000)
Subtotal Trust Fund Balance net of March funding	<u>\$4,870,948</u>
This Request:	
Healthy Harbor Grant Program, Round 4 (7 grants)	<u>(\$518,000)</u>
Net Trust Fund Balance	\$4,352,948

TABLE 1, COMPETITIVE GRANT RECOMMENDATIONS FOR HEALTHY HARBOR, ROUND 4

Applicant (sort by alpha)	Recommended	Match	Community Served	Program
1. Buddhist Tzu Chi Medical Foundation	\$10,000	\$15,000	San Pedro and Wilmington	Health Fair, Hearing tests, Noise Impacts and Health Education
2. Coalition for Clean Air	\$68,000	\$1,238	San Pedro	Air pollution monitoring and education at Dana Middle School in San Pedro
3. Long Beach Alliance for Children with Asthma (LBACA)	\$65,000	\$343,075	San Pedro and Wilmington	Asthma prevention and treatment, Community Health Worker
4. Providence Little Company of Mary	\$80,000	\$13,000	San Pedro and Wilmington	Chronic diabetes and respiratory management in San Pedro and Wilmington
5. St. Mary Medical Center Foundation	\$110,000	\$75,462	Wilmington	Mobile respiratory healthcare clinic in Wilmington
6. The Children's Clinic	\$65,000	\$0	San Pedro and Wilmington	Community Health Worker for respiratory self management.
7. The Los Angeles Trust for Children's Health	\$120,000	\$21,625	San Pedro and Wilmington	Full-time asthma nurse for LAUSD schools
TOTAL HEALTHY HARBOR ROUND 4	\$518,000	\$469,400		

TABLE 2, PROGRAMS & NEXUS STATEMENTS FOR HEALTHY HARBOR, ROUND 4

Project-Specific Tidelands Nexus Statements

For all of the programs recommended below, HCBF completed a project-specific Tideland Nexus analysis, and, has determined all proposed programs are consistent with the requirements of the Operating Agreement of the TraPac MOU (Harbor Department Agreement 10-2912), **the mitigation measures are reasonable and appropriate, funding shall only be expended for the benefit of the communities of Wilmington and/or San Pedro, and the quantitative and qualitative evaluation of funded mitigation measures will be reported.**

1. Buddhist Tzu Chi Foundation

Program Summary: The Tzu Chi Community Clinic located in Wilmington will provide respiratory and general fitness courses, hearing testing, and noise education classes for San Pedro and Wilmington residents.

Nexus Statement: The proposed project mitigates, reduces or addresses the Port's respiratory health risk impact attributed to Port-related pollution and noise impact on the community by providing respiratory fitness programming, supplies, and education to San Pedro and Wilmington residents experiencing respiratory health risks attributed to Port-related pollution and hearing testing and noise education and provides community benefits to the area affected by such Port impacts.

2. Coalition for Clean Air

Program Summary: Students from Dana Middle School in San Pedro will learn about air pollution through a hands-on air quality monitoring technology program.

Nexus Statement: The proposed project mitigates, reduces or addresses the Port's respiratory health risk impact attributed to Port-related pollution on the community by providing education to San Pedro students experiencing respiratory health risks attributed to Port-related pollution and provides community benefits to the area affected by such Port impacts.

3. Long Beach Alliance for Children with Asthma (LBACA)

Program Summary: Continuing an existing HCBF-funded program, Community Health Worker will provide respiratory self-management to children and their families suffering from respiratory disease, such as asthma. Program includes provision of respiratory medical supplies and educational classes on air pollution.

Nexus Statement: The proposed project mitigates, reduces or addresses the Port's respiratory health risk impact attributed to Port-related pollution on the community by providing self-management programming, supplies, and education to San Pedro and Wilmington residents experiencing respiratory health risks attributed to Port-related pollution and provides community benefits to the area affected by such Port impacts.

4. Providence Little Company of Mary

Program Summary: Community Health Worker will provide self-management to adults in San Pedro and Wilmington suffering from diabetes and respiratory disease attributed to Port-related pollution. Program includes medical supplies and educational classes.

Nexus Statement: The proposed project mitigates, reduces or addresses the Port's health risk impacts attributed to Port-related pollution on persons in the community with respiratory problems or with diabetes, the symptoms of which can be exacerbated by exposure to Port-related air pollution, by providing diagnosis, treatment, supplies, and education to San Pedro and Wilmington residents experiencing such conditions.

5. St. Mary Medical Center

Program Summary: A mobile respiratory care unit will be available once a week for a 12-month period in Wilmington. The mobile unit will provide comprehensive respiratory care to residents, including respiratory therapy, social worker consultation, healthcare enrollment, and connection to a permanent medical home to receive further respiratory and general care.

Nexus Statement: The proposed project mitigates, reduces or addresses the Port's respiratory health risk impact attributed to Port-related pollution on the community by providing diagnosis, treatment, supplies, and education to Wilmington residents experiencing respiratory health risks attributed to Port-related pollution and provides community benefits to the area affected by such Port impacts.

6. The Children's Clinic

Program Summary: Continuing an existing HCBF-funded program, Community Health Worker will provide respiratory self-management to children and their families suffering from respiratory disease, such as asthma. Program includes provision of respiratory medical supplies and educational classes on air pollution.

Nexus Statement: The proposed project mitigates, reduces or addresses the Port's respiratory health risk impact attributed to Port-related pollution on the community by providing diagnosis, treatment, supplies, and education to San Pedro and Wilmington residents experiencing respiratory health risks attributed to Port-related pollution and provides community benefits to the area affected by such Port impacts.

7. The Los Angeles Trust for Children's Health

Program Summary: A full-time asthma nurse will work at multiple public schools in San Pedro and Wilmington, providing diagnosis and treatment for respiratory disease among the student population. Program includes data collection and collaboration with non-profit organizations in the Harbor providing complementary services.

Nexus Statement: The proposed project mitigates, reduces or addresses the Port's respiratory health risk impact attributed to Port-related pollution on the community by providing diagnosis, treatment, supplies, and education to San Pedro and Wilmington students experiencing diabetes and respiratory health risks attributed to Port-related pollution and provides community benefits to the area affected by such Port impacts.

ATTACHED TRANSMITTALS

TRANSMITTAL A: Healthy Harbor Grant Program Application Guide

TRANSMITTAL B: Standard Grantee Agreement



Harbor Community Benefit Foundation Grant Application Guide Healthy Harbor, Round 4

Harbor Community Benefit Foundation (HCBF) is seeking grant proposals for Round 4 of its highly competitive Healthy Harbor grant program. Applicants are encouraged to review this application guide and to attend a workshop. Please visit hcbf.org/grants/healthyharbor for complete details about this annual grant cycle.

Deadline

All applications must be submitted no later than **4pm on Friday, December 5, 2014**.

Submissions

All applications must be submitted through HCBF's Submittable page, which can be found at **hcbf.submittable.com**. Paper or e-mail submissions will not be accepted.

Workshops

HCBF will host two workshops to explain Healthy Harbor priorities and the application process. Please visit hcbf.org/grants/healthyharbor to RSVP.

Workshop #1: October 29, 2014 @ 4:00 pm

Hawaiian Avenue Elementary Auditorium
540 Hawaiian Ave, Wilmington, CA 90744

Workshop #2: November 13, 2014 @ 2:00 pm

San Pedro Municipal Building
638 S. Beacon Street, Room 452 San Pedro, CA 90731

Available Funding

\$500,000 in grants will be awarded in this round. Requests must be a minimum of \$5,000, with no maximum limit.

Eligibility

All applicants must provide evidence of tax-exempt status, such as a 501(c)3 letter from the Internal Revenue Service (IRS). If you do not have tax-exempt non-profit status, you may apply through a fiscal sponsor. Eligible applicants include: local clinics, health service providers, community-based organizations, non-profit organizations, and educational institutions. All applicants must submit proposals that address one or more Program Priorities (below) and must serve Wilmington and/or San Pedro. Applicants based outside of these communities are also encouraged to apply if the proposed program or project serves Wilmington and/or San Pedro residents.

Public agencies affiliated with the Port of Los Angeles or the City of Los Angeles; HCBF staff, HCBF Board members, related parties, beneficiaries, or their affiliates; are not eligible to apply for funding.

Contact Us

You may contact HCBF Staff at any time for questions related to this application.

Office: (310) 997-7116

Staff: Ata Khan (ata@hcbf.org), Meghan Reese (meghan@hcbf.org)

About HCBF

Harbor Community Benefit Foundation (HCBF) is an independent 501(c)3 non-profit organization formed in 2011. Its mission is to assess, protect, and improve the health, quality of life, aesthetics, and physical environment of the harbor communities of San Pedro and Wilmington, which have been impacted by the Port of Los Angeles. HCBF accomplishes this through competitive grant making, independent research, and community engagement.

To learn more about us, [visit our website](#).

About the Port Community Mitigation Trust Fund

All grants for this program will be funded from the Port Community Mitigation Trust Fund (PCMTF). As such, grant proposals must be Tidelands-trust compliant and otherwise comply with the TraPac MOU and Operating Agreement. You can read our governing documents [here](#).

About Healthy Harbor Grants

The goal of the Healthy Harbor program is **to mitigate health impacts attributed to Port and Port-related operations in the communities of San Pedro and Wilmington**, by enhancing and promoting health services for their benefit, and, by providing improved access to health education and outreach, diagnosis, treatment, and medical supplies.

In the past three funding rounds, HCBF awarded a total of \$1,350,000 in health care grants, with an emphasis on respiratory care. So far, the grants have made a significant impact, beginning with a new respiratory clinic inside the Wilmington Family Health Center, expansion of respiratory care at the Harbor Community Clinic in San Pedro, funding of a mobile health clinic to increase public access to healthcare services, support of new full and part-time healthcare positions, in-home asthma programs for children, community health workers, guided group health sessions, free health screenings, and more.

Healthy Harbor Grant Priorities

HCBF seeks applications for projects and programs designed to improve the health of San Pedro and/or Wilmington residents impacted by Port and Port-related operations. Applicants may consider one or more of the following priorities:

1. **Diagnosis & Treatment**

Proposals in this category will provide direct diagnosis, screening, and treatment **for illnesses attributed to Port and Port-related operations**. Proposals may include, but are not limited to: capital improvements, community health facility upgrades, medical equipment, technology upgrades, health screenings, mobile clinics and more.

2. **Medical Supplies**

Proposals in this category will provide patients with affordable medical supplies and/or FDA-approved pharmaceuticals necessary to maintain or alleviate illnesses, and/or provide other materials and equipment **that help reduce the impact of Port and Port-related operations** on their health, such as inhalers, nebulizers, air filtration devices, or other medical supplies.

3. **Education, Outreach & Access**

Proposals in this category will provide one or more of the following: a) outreach and education to residents to help identify, prevent, and manage symptoms **attributed to Port and Port-related health impacts**; b) **increased public access** to affordable healthcare services; and/or c) resources to enroll in affordable healthcare services, **with an emphasis on respiratory care**.

All proposals should attempt to link patients to a medical home¹, ensuring ongoing access to adequate healthcare.

The Application

All applications must be submitted electronically, exclusively through the HCBF's Submittable system. Go to hcbf.submittable.com and select "Healthy Harbor, Round 4."

First, all proposals/projects must:

- 1) **Benefit the community of Wilmington and/or San Pedro.** Indicate if your proposal benefits one or both; and
- 2) **Address Port and Port-related Impacts.** Explain how your project addresses, reduces, or eliminates a past, present, or future direct or indirect off-Port impact from Port of Los Angeles or Port-related operations.

Qualified applications will be scored on a 100-point scale. The scoring includes:

Project Description (50 pts). Provide details about your proposed project. State your goals, objectives, and measures of success. Discuss the possible impact your project will have on the targeted community. Use the Work Plan to summarize this description. This description will also include:

- **Population Served.** Describe the demographics of your target population in San Pedro and/or Wilmington, such as children, at-risk youth, seniors, low-income families, all ages, etc.

¹ A "medical home" is an approach to providing comprehensive primary medical care in a health care setting that facilitates partnerships between patients, their personal physicians, and when appropriate, the patient's family.

- **Community Need.** Explain the community need that your project directly addresses. Provide evidence of this need (e.g. providing respiratory health programs to students to reduce respiratory-related absences).

Work Plan (10 pts). The purpose of the work plan/timeline is to provide HCBF with a sense of how you plan to achieve your program goals and measure success within a set timeframe. Indicate if your program will be “ready to start” upon receipt of funding. Most work plans will include milestones at 6 months and one year. The typical grant term is one-year. Shorter (6 months) or longer terms (up to 2 years) may be considered.

Capabilities (15 pts). Explain your ability to successfully implement and manage the proposed project, citing historical success in similar projects. If this is a pilot program, please indicate.

Partnerships (5 pts). Identify partners, if any, who will actively work with you on the proposed project. Include commitment letters as part of your Supporting Documents.

Innovation (5 pts). Explain what’s unique about your project related to the target population.

Sustainability (5 pts). Explain how you plan to carry forward the project beyond the one-year term of this grant proposal.

Budget (10 pts). The purpose of the budget is to explain how all HCBF and non-HCBF funds will be used for your project. A budget narrative for each project expense category is required. Be as detailed as possible. If your project can be scaled, please help us identify the items that are critical for your program’s success. Please identify all sources and amounts of matched funds (from outside sources) or in-kind contributions, and notate the amount of funding for each source, as well as whether the source is already committed, such as your staff commitment to the project or volunteers (current in-kind volunteer hourly rates can be found [here](#)). As shown in the HCBF budget form (available at hcbf.org/grants/healthyharbor), HCBF will not fund indirect costs, rent, or utilities expenses, but you may show those costs as “match”, if covered by the applicant or by an outside source.

Supporting Documents

REQUIRED Supporting Documents:

- IRS letter of tax-exemption (yours or fiscal sponsor)
- Organizational Chart (key personnel on this project only)

- Partnership Commitment Letter(s) (if you have a partner in the project)
- Most recent filed IRS Form 990, with schedules.
- Most recent Audited Financial Statements (Required if your organization's operation budget is >\$2Million)
- Board of Directors roster (include terms)

OPTIONAL supporting documents:

- Letters of Support
- Resumes of key project personnel
- Case Studies (past projects, indicators of success, etc.)

Evaluation and Review

In addition to a qualitative assessment (completeness of response, all documents received, connection to Port-related impacts, etc.), we review each grant proposal on a 100-point scale, as described above.

Foundation staff will review all submissions to determine eligibility, completeness, and responsiveness based on grant consideration criteria and evaluation forms specific to this program. They may request clarification from an applicant or initiate a site visit, at any time.

An ad-hoc grant selection committee, made up of members from HCBF's Board of Directors, will also review and evaluate all funding proposals.

Staff will present the ad-hoc committee's recommendations to the HCBF Board of Directors for review and consideration in a public meeting. All grant award decisions, including terms and conditions of any grant agreement, require approval by a majority vote of the HCBF Board.

Funding from the PCMTF originates from the Port of Los Angeles. Funding for the Healthy Harbor Grant Program, Round 4 is subject to final review, consideration, and approval by the Port. The anticipated funding dates will be announced at the time of award by HCBF, typically but not necessarily within 90 days of the approval by the foundation's Board of Directors.



[GRANT AWARD DATE – HCBF BOARD APPROVAL]

[GRANTEE ORGANIZATION NAME]

[GRANTEE ADDRESS]

CITY, STATE, ZIP

Attn: [GRANTEE CONTACT]

Email: [GRANTEE EMAIL]

RE: Grant Agreement
Healthy Harbor Grant Program, Round 4
Grant No. 2015.05.00[x].
Effective Date: [May 1, 2015]

Dear [NAME]:

We are pleased to inform you the Board of Directors of the Harbor Community Benefit Foundation (“Foundation”) authorized a grant of \$AMOUNT (“Grant Funds”) to [ORGANIZATION/and Fiscal Sponsor if applicable] (“Grantee”), to support efforts to improve the Port-adjacent communities of Wilmington and/or San Pedro, CA.

The award of this grant addresses a strategic priority adopted by HCBF in its 2013-2016 Strategic Plan, addressing health impacts stemming from Port of Los Angeles and Port-related operations through **diagnosis and treatment, pharmaceuticals and medical supplies, and education, outreach, and access.**

This letter and its attachments set forth the terms and conditions of the grant (“Agreement”). It is understood that the proposed project/program, in particular, [LIST KEY OBJECTIVES] (“Grant Purpose”) shall be conducted substantially in accordance with the attached Grant Summary and Grant Budget.

For reporting period purposes, this Agreement between the Foundation and Grantee shall be effective **5/1/2015** or the date the agreement is fully executed and approved by both 1) an authorized representative of the Grantee and 2) the Foundation (“**Effective Date**”).

I. PAYMENT/DISBURSEMENT SCHEDULE.

Funding from the Port Community Mitigation Trust Fund (PCMTF) 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. Final execution of this Agreement by the Foundation shall occur after funding is transferred from the PCMTF to the Foundation.

Grant Funds shall be payable in one or more installments, according to the following schedule:

- Installment 1: \$ AMOUNT, within 30 calendar days after final execution of the Agreement by all parties.
- Installment 2: \$ AMOUNT, 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 and approval of the Grantee's work in connection with this grant and its determination that (a) the Grantee is in compliance with all terms and conditions of this grant agreement and (b) 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. GRANT TERM & USE OF FUNDS.

The term of this grant shall commence as of [5/1/2015], and shall be effective for a period of [one-year] ("**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.

Grantee shall use the Grant Funds, including all accrued interest or other gains, solely for the Grant Purpose and substantially in accordance with **Exhibit A - Grant Summary**, and **Exhibit B – Grant Budget**. Any significant changes to the Grant Purpose must be reported within 10 business days of the change, and approved in writing by the Foundation. Grant Funds are to be applied to expenses incurred during the Grant Term. 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 budget changes must be reflected in the Final Budget Report.

III. REPORTING.

Grantee shall be required to submit a six-month progress report to the Foundation describing quantitative and qualitative measures of success with evidence-based results. Grantee shall also be required to submit a final report, including a breakdown of actual expenditures compared to the grant budget (Exhibit B- Grant Budget) of all Grant Funds. Reports will be due according to the following schedule:

REPORTING REQUIREMENTS	Reporting Period	Report Due (within 30 days)
Six-Month Progress Report	5/1/2015 thru 10/31/2015	11/30/2015
Final Report (12 months)	5/1/2015 thru 4/30/2016	5/30/2016

Failure to submit complete and accurate reports in a timely manner may be 1) deemed as a Default under this agreement, 2) may negatively impact the Grantee's eligibility for funding, and/or 3) may disqualify the Grantee for future funding.

The Foundation may publish progress and final reports on its website or in other communication materials as examples for prospective grantees and/or to share data and findings which may be useful to community stakeholders.

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 provide written notice, within 10 working days, of any changes or events that occur during the term of this grant which impact the management, progress, delivery, timing or outcome of the grant, including but not limited to changes in project/program management, key personnel, partners, fiscal sponsors, and/or increases or losses of project/program funding (Section XXII: Notices).

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 and prominently identified as a funding source for the project/program funded by this grant. Grantee Initials _____

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 shall contain the name of the foundation and the logo, whenever possible. Grantee may not, however, use the Foundation's logo without the Foundation's prior consent.

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 stated Grant Term. Extension of term, at Grantee's written request, may be considered 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: (a) this Agreement, (b) Exhibit A Grant Summary, and (c) Exhibit B Budget.

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 OPPORTUNITY.

Grantee represents and agrees that it does not and will not discriminate against any program applicant, 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 the Grant Payee differs from the Organization Name, provide the entity to be shown on the award checks: [PAYEE NAME]

All written notices, requests, and reports to the Foundation should be directed to:

**Harbor Community Benefit Foundation
150 W 6th Street, Suite 203
San Pedro, CA 90731
Attn: Ata Khan, Program and Communications Manager
Email: ata@hcbf.org; Office: (310) 997-7116**

If this Agreement correctly sets forth your understanding of the terms and conditions of this grant, the appropriate officer, authorized to sign on behalf of the Grantee, shall **sign and return** the executed grant agreement, with all attachments, to the above address; or as directed by the Foundation **via electronic submission**.

On behalf of Harbor Community Benefit Foundation, let me express how delighted we are to offer this support to your organization. We extend every good wish for the success of your program.

Sincerely,

Mary Silverstein
Executive Director

Accepted on behalf of [GRANTEE ORGANIZATION] by:

Authorized Signature

Date

Printed Name

Title

Federal EIN: _____

Accepted on behalf of [FISCAL SPONSOR] by:

Authorized Signature

Date

Printed Name

Title

Federal EIN: _____

FINAL Approval on behalf of Harbor Community Benefit Foundation by:

Authorized Signature

Date

Printed Name

Title

Federal EIN: 45-2487333