



**[GRANT AWARD DATE – HCBF BOARD APPROVAL]**

[GRANTEE ORGANIZATION NAME]

[GRANTEE ADDRESS]

CITY, STATE, ZIP

Attn: [GRANTEE CONTACT]

Email: [GRANTEE EMAIL]

RE: Grant Agreement  
 Community Benefit Grant Program, Round 2  
 Grant No. [2014].08.0[#].  
 Effective Date: \_\_\_\_\_

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 2013-2106 Strategic Plan, addressing impacts stemming from Port of Los Angeles and Port-related operations through one or more of the following:

**beautification, environmental education, and community resources** (youth development, workforce development, safety, gardens, recreation, and cultural resources).

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 *the later of* [10/01/2014] 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 [redacted], 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	10/1/2014 thru 3/30/2015	04/30/2015
Final Report (12 months)	04/1/2015 thru 9/30/2015	10/30/2015

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. 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 effecting 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 6<sup>th</sup> Street, Suite 203  
San Pedro, CA 90731  
Attn: Mary Silverstein, Executive Director  
Email: [mary@hcbf.org](mailto:mary@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