



**HARBOR COMMUNITY
BENEFIT FOUNDATION**

To: Gene Seroka, Executive Director, Port of Los Angeles
CC: Theresa Adams-Lopez, Port of Los Angeles
From: Meghan Reese, HCBF Executive Director
Date: December 16, 2022
Subject: **Air Quality Mitigation Program - Round 2 Grant Award, Transfer of Trust Funds**

INTRODUCTION

Harbor Community Benefit Foundation (HCBF) is the administrator of the Independent Air Quality Mitigation Fund (AQMF), in accordance with Resolution 21-9929, APPROVAL OF THE MEMORANDUM OF AGREEMENT (MOA) WITH THE HARBOR COMMUNITY BENEFIT FOUNDATION AND CHINA SHIPPING PETITIONERS NAMING HARBOR COMMUNITY BENEFIT FOUNDATION AS ADMINISTRATORS OF THE AIR QUALITY MITIGATION FUND. As of the November 4, 2021 the (MOA) between the parties was in effect for 5 years, ending May 31, 2026.

As stated in the MOA, California Community Foundation (CCF) is the independent financial manager of the AQMF trust fund. As stipulated, the Board of Harbor Commissioners must approve requests for disbursements.

SUMMARY

In accordance with Resolution 21-9929, the Operating Agreement of the China Shipping Memorandum of Understanding, Section 5.f.vi Presentation of HCBF Proposals to BOHC, the Harbor Community Benefit Foundation (HCBF) hereby submits a request to approve a transfer of funds from the Air Quality Mitigation Fund (AQMF) in support of its Air Quality Mitigation Grant Program.

As of October 31, 2022 combined funds held in the trust fund and the program fund, available for Port of Los Angeles-related emissions reduction projects and programs, **equaled \$4,483,873.**

Harbor Community Benefit Foundation (HCBF) hereby requests the BOHC to:

- 1) Concur with the HCBF Board-approved action to fund Round 2 of the Air Quality Mitigation Program, in the amount of \$2,000,000, for projects to reduce port-related air emissions in the San Pedro Bay area.
- 2) Approve the transfer of funds from the Air Quality Mitigation Fund to HCBF, in one lump sum, not-to-exceed \$2,000,000, by issuing a joint letter of authorization to California Community Foundation (CCF), the independent Financial Manager, to be executed by a) the BOHC, or its designee, and b) the Executive Director of Harbor Community Benefit Foundation.

BACKGROUND

The Air Quality Mitigation Fund (AQMF) program provides approximately \$5 million in total for projects to reduce port-related air emissions in the San Pedro Bay area.

The ultimate goal of the AQMF Grant Program is to support viable technology companies that reduce emissions throughout the duration of the project, to continue to support those technologies, and to grow their businesses in support of the local areas of San Pedro and Wilmington. Achieving a high rate of success would mean the technology companies continue reducing emissions well beyond the two-year grant period.

As specified in Resolution 21-9929, the Memorandum of Agreement:

HCBF Role and Responsibilities - HCBF is an independent legal entity that serves as the neutral, third-party to administer the AQMF and solicit, develop, and select projects for grant funding. HCBF must request the Board to approve the selected projects and approve a transfer of funds from the AQMF to fund grant awards. All awards must be Tidelands Trust-compliant and meet the following MOU requirements:

Project Requirements. HCBF shall administer the monies in the AQMF special program account exclusively for projects that are reasonably calculated to reduce Port-related air emissions. This includes emissions resulting from the transport and handling of cargo within, into, out of, to, or from the Port of Los Angeles, including cargo transport and handling by ships, harbor craft, trucks, locomotives, or cargo handling equipment.

HCBF shall prioritize funding the demonstration or implementation of zero or near-zero emission freight movement technologies and other emerging technologies that seek to demonstrate significant emissions reductions from conventional diesel-fueled vehicles and equipment that operate in and around the Port (including ships, harbor craft, trucks, locomotives, or cargo handling equipment).

Not less than a majority of AQMF funds shall be spent towards the demonstration or implementation of such technologies. Priority shall also be given to technologies that, if they were widely deployed, would significantly reduce air emissions and/or air quality related health risks from the largest sources of air pollution from port operations, namely ships, harbor craft, trucks, locomotives, or cargo handling equipment.

Geographical Boundaries. The projects funded by the AQMF are expected primarily to benefit the communities of San Pedro and Wilmington. Projects funded by HCBF shall demonstrate achievable emissions reduction benefits in communities within approximately 25 miles of the San Pedro Bay, with a primary benefit occurring in the communities of San Pedro and Wilmington, although the benefits may also extend beyond the 25-mile boundary.

Other Criteria. HCBF shall consult with the Petitioners and City regarding HCBF's criteria, including sharing draft criteria with the Petitioners and City and soliciting the Petitioners' and City's input. Such criteria shall include the organizational capacity of the applicant to complete the project, the benefits of the project, the project's community impact, cost-effectiveness, feasibility, potential for reducing emissions and/or health risks, the project's potential to advance deployment of near zero or zero emission technologies or emerging technologies, whether the project is or will receive other additional funding such that the AQMF funds are being leveraged, and other relevant criteria to ensure reduction of Port-related air emissions.

AIR QUALITY MITIGATION FUND GRANTS - ROUND 2

In Round 2 of the AQMF program HCBF announced the availability of up to \$4 million in grants. On January 10, 2022 HCBF released a Request for Letters of Interest for the Air Quality Mitigation Fund (AQMF) Grant

Program. To solicit qualified projects for funding Staff and technical consultant from 3COTECH, Inc. hosted a webinar to provide background on the program and to share information about the application process. Resources and insights from the webinar were shared on the AQMF webpage.

EVALUATION OF SUBMITTED GRANT APPLICATIONS

Letter of Interest (LOI), submitted electronically, were due on or before March 23, 2022. Staff received 7 LOIs which were then reviewed by HCBF Staff, the ad-hoc committee, and the technical consultant. Six qualified applicants were invited to submit a full application.

Full applications in response to the RFP were due by May 23, 2022. **Five companies submitted full applications for review. Funding requests totaled \$15,476,500, nearly four times the available funds. An overview of the submissions is found in [Appendix A](#).**

All applications were reviewed by HCBF staff and its technical consultant, the HCBF Board ad-hoc committee, and an external review panel comprised of community stakeholders. **HCBF also consulted with Port staff in the Environmental Division throughout the review process.**

Assessment was based on responsiveness to the criteria stated in the RFP, organizational capacity, feasibility, budget, timeline, and project benefits to the community.

EVALUATION CRITERIA

To qualify, Applicants were required to prove that the project would benefit the communities of San Pedro and/or Wilmington or an area within a 25-mile radius of the Port of Los Angeles. **Review criteria included (not listed in order of priority):**

- ✓ Responsiveness - compliance with RFP
- ✓ Technology category
- ✓ Budget and timeline
- ✓ Funding request vs. total project budget
- ✓ Project location or area of operations
- ✓ Time for technology in-service
- ✓ Vehicle/equipment type
- ✓ Criteria pollutants and greenhouse gas removed through the project
- ✓ Localized vs. dispersed emission reduction
- ✓ Project's cost effectiveness, i.e. the annualized cost of the project (grant funding request) as related to the amount of NOx, ROG, PM, and other emission (weighted emission) reductions that will be achieved by the project. These calculations were based on the Carl Moyer Program Guidelines described by the California Air Resources Board (CARB).
- ✓ Implementation feasibility
- ✓ Potential to advance deployment
- ✓ Scope of work
- ✓ Local jobs created
- ✓ Local manufacturing, assembly, vendors, and other project resources
- ✓ Strength of the team and confirmed project partners
- ✓ Quality of the proposal
- ✓ Potential for technology expansion
- ✓ Benefits to the community, such as geographic, direct project impact, economic, technological, and other benefits
- ✓ Supplemental materials

AD-HOC COMMITTEE & PANEL OF EXTERNAL REVIEWERS

The HCBF Board ad-hoc AQMF Review Committee - comprised of Board Members Ed Avol, Richard Havenick, and Jayme Wilson - met with Staff and the technical consultant to consider and evaluate the grant applications. A six-member panel of external reviewers was created to assist HCBF and the ad-hoc committee in determining finalists. External reviewers, led by the technical consultant, consisted of stakeholders with demonstrated expertise in port-related technology, zero, near-zero emission and relevant emission reduction technology, AQMF MOA/China Shipping, and community impacts in San Pedro and Wilmington. The external review panel included representatives from government agencies (California Air Resources Board & South Coast Air Quality Management District), local residents, academic institutions, and non-profit organizations. The AQMF panel conducted a thorough review and analysis of all qualified applications, taking into consideration the comments and feedback from the external review panel. Staff conducted follow up calls as necessary to answer questions posed either through evaluation or during ad-hoc committee review.

PUBLIC PRESENTATIONS - GRANT APPLICATION - FINALISTS

On October 28th, 2022, during a regularly scheduled board meeting, five finalists made ten-minute presentations to the Harbor Community Benefit Foundation (HCBF) Board of Directors, followed by five minutes of Q&A from the public.

The five companies that presented their proposals include:

- 4G Management Inc.
- Prologis
- T2M Global, LLC
- WattEV
- Yusen Terminal LLC

The meeting was attended by over 30 public attendees. To encourage and facilitate public participation, comments were **allowed during the meeting, both before and after the presentations** both verbally and via the Q/A function on Zoom Webinar. HCBF Staff actively monitored the chat box and presenters had the opportunity to **respond back to questions real-time**. All of the applicant presentations were recorded and are available for review on HCBF's website.

AD-HOC COMMITTEE RECOMMENDATION

Public comments were taken into consideration during final deliberations. Upon review of Staff's recommendation, the ad-hoc committee supported Staff's recommendation to fund one application. During the regular Board meeting on November 18, 2022 HCBF staff, with input from its technical consultant, ad hoc committee, and review panel members, presented its funding recommendation to the HCBF Board of Directors, to award a two-year grant to WATTEV in the amount of \$2,000,000.

GRANTEE RECOMMENDATION OVERVIEW: WATTEV

Project: First MHDEV Commercial Charging Station at the Ports
Category: Public Electric Vehicle (EV) Charging Stations for Trucks
Need: Provides public charging stations – new infrastructure for ZE trucks in the Port Area
Request: \$2,000,000. Recommended Funding: \$2,000,000
Match: \$7,800,000, nearly 4 to 1.

WattEV requested \$2,000,000 in AQMF funds to be spent on costs related to construction, equipment, and installation.

The project budget includes \$7,800,000 in match funding from WattEV, funded by private investment (cash with

full liquidity) from its founders and their affiliates for use towards the development and construction of the public medium- and heavy-duty electric vehicle charging station in Long Beach.

In addition to the private investment, WattEV has applied for the California Energy Commission's EnergIIZE Commercial Vehicles – Fast Track funding for this project and is in the process of developing a United States Department of Energy Federal Loan Guarantees for Renewable Energy Projects and Efficient Energy Projects application to provide additional funding for this project. If awarded, WattEV can receive up to \$750,000 from the EnergIIZE Fast Track program plus additional funds from the Department of Energy loan program.

WattEV is under agreement with the **Port of Long Beach** to lease a 1.5 acre property where they will build the first commercial, publicly accessible MHDEV Charging site to service the drayage market. Offering high-power charging, the site combines competitive rates through distributed energy resources and a Truck-as-a-Service (rental). This is the fourth project site for WattEV, and it is designed for scalability to other locations throughout California to reduce freight movement related emissions.

Proposed project is anticipated to offer the following benefits:

- **Job Creation:** Initial project construction and installation will provide immediate local job creation and revenue generation by hiring local contractors and ongoing site and hardware maintenance. WattEV estimates that the project will generate 430 jobs in 2023 due to the development and construction of the Public Commercial Charging Station; and an additional 55 jobs created in 2024 and onwards throughout the life of the station.
- **Sustainable Environmental & Community Benefits:** The new WattEV Port of Long Beach Public Commercial Charging Station is projected to displace 5,897.90 metric tons of CO2 equivalent per year over 7 years. Reduce impact of diesel combustion and associated Criteria Air Pollutant emissions from diesel trucks, and thus reducing asthma incidents

NEXUS TO PORT OF LOS ANGELES AND PORT-RELATED IMPACTS

Grants awarded in the Air Quality Mitigation Program are funded through the Air Quality Mitigation Fund. As such, all awards must be Tidelands-trust compliant and should be “given to technologies that, if they were widely deployed, would significantly reduce air emissions and/or air quality related health risks from the largest sources of air pollution from port operations.”

Applicants were required to prove that the project would benefit the communities of San Pedro and/or Wilmington or an area within a 25-mile radius of the Port. HCBF's Board found that the project it approved for funding addresses Port-related emissions and is consistent with the Tidelands Trust.

AQMF STATUS REPORT: FUND BALANCE UPDATE

Pursuant to the Memorandum of Agreement (MOA) 21-9842 among the City of Los Angeles, HCBF and the China Shipping Petitioners regarding the Independent Air Quality Mitigation Program required by the China Shipping Amended Stipulated Judgment. Effective June 1, 2021.

Section 5.b Program Account: HCBF shall maintain a special program account for the AQMF, to be administered by HCBF, which cannot be comingled with any other funds raised or controlled by HCBF.

Said Program Account is held by Bank of America

Pursuant to Section 5.f.vi - The following chart summarizes the unaudited balance of Program Funds and Trust Funds dedicated to Air Quality Mitigation, Reconciled as of October 31, 2021. Note, with this request **approximately 54% of the funds** contributed by the Port will have been awarded to Air Quality Mitigation Grants, in addition, the Trust Fund investment activity, net of investment management fees, has gained nearly 220,000 in net earnings.

AIR QUALITY MITIGATION FUND RECAP through 10/31/2022				
	Port Funds		Balance	% of program
Program Funds: (Bank of America Account)	250,000			5%
Trust Account: AQMF (California Community Foundation - CCF)	4,976,944			95%
Total Port Contributed Funds			5,226,944	100%
Air Quality Mitigation Grant Round 1		(823,050)		
Air Quality Mitigation Grant Round 2 (pending)		(2,000,000)		
SubTotal Grants Awarded			(2,823,050)	54%
Program Admin and Technical Experts				
AQMF Consultants - Technical Experts - 2018 through 10/2022		(121,607)		
Administrative Costs - 2018 through 10/2022		(126,908)		
Grant Administration per MOA (10% of approved grants)		(82,305)		
Total Program Admin and Tech Experts inception to Date			(330,820)	6.3%
Trust Fund Investment Activity inception to 10/31/2022				
California Community Foundation				
Investment Income: Interest & Dividends 2017 through 10/31/2022		399,835		
Investment Management Fee paid to CCF 2017 thru 10/31/2022		(121,493)		
Unrealized Loss / Mkt Value Change thru 10/31/2022		(58,594)		
Net Investment Activity thru 10/31/2022			219,748	4.20%
Add Back Undisbursed Funds for Terminated Grant Round 1			191,050	
Air Quality Mitigation Program Funds Available thru 10/31/2022			2,483,873	

ADMINISTRATIVE COSTS

Pursuant to the MOA, Section 5.g. HCBF shall annually withdraw fund from the AQMF special program account to pay for administrative costs. Withdrawals to cover administrative costs generally shall not exceed 10% (ten percent) of the dollar amount of the grants approved annually by the BOHC after the first year from the Effective Date. Costs may include but not be limited to costs for staff time managing and overseeing the implementation of this Agreement, insurance, legal costs including without limitation those related to mediation and arbitration under this Agreement, program management to ensure timely progress and oral written reporting, contract administration time for contracts and invoices, and technical and legal support for the purpose of determining whether a proposed project is consistent with this Agreement shall be treated as part of the administrative costs of HCGF. In the event HCBF determines that the amount of administrative costs will exceed the 10% (ten percent) limit, HCBF may request an increase in the amount in any given year by submitting a request to the Harbor Department.

On November 30, 2016 the BOHC approved an initial disbursement of administrative costs of \$250,000 to HCBF from the AQMF special program account, to administer development and issuance of the initial Requests for Proposal, in accordance with Section 5.g.i. Initial Payment.

The following chart provides annual details of the Account Balances for Program Funds and Trust Funds, from inception to date.

Air Quality Mitigation Funding Recap from Inception to 10/31/2022							
	2016	2017	2018	2019	2020	2021	10/31/22
Program Funds - BANK OF AMERICA (BoFA)							
Port Funds Contributed to Administrative Fund PER MOA	250,000						
Bank of America Beginning Balance		250,000	250,000	214,308	132,915	93,505	52,661
AQMF Consultants - Technical Experts			(32,942)	(51,309)	(8,321)	(10,359)	(18,676)
HCBF Administrative Costs			(2,750)	(30,084)	(31,089)	(30,485)	(32,500)
Bank of America Ending Balance (BoFA) - Non Interest Bearing	250,000	250,000	214,308	132,915	93,505	52,661	1,485
Grant Cancelled / Funds to be available for future grants							191,050
Adjusted Account Balance	250,000	250,000	214,308	132,915	93,505	52,661	192,535
Trust Account - AQMF California Community Foundation (CCF)							
INVESTMENT ACTIVITY							
Trust Fund Beginning Balance (CCF)		4,976,944	5,001,055	5,075,176	4,351,191	4,374,375	4,360,550
Withdrawals - Grant Award (Round 1)				(823,050)			
Interest & Dividends		64,590	92,191	124,868	58,076	22,611	37,499
Mkt Value Change - Unrealized		(21,747)	4,680	(1,348)	(14,316)	(16,357)	(9,505)
Investment Mgmt Fee (paid to California Community Foundation)		(18,732)	(22,750)	(24,455)	(20,576)	(20,079)	(14,901)
Trust Fund Ending Balance (CCF)		5,001,055	5,075,176	4,351,191	4,374,375	4,360,550	4,373,642
Administrative Costs per MOA Section 5.g. (10% of approved grants)							(82,305)
SubTotal Available Funds (CCF and BoFA)							4,483,873
Grant Round 2 Awards Pending							(2,000,000)
Uncommitted Funds (BoFA and CCF Trust Account)		5,251,055	5,289,484	4,484,106	4,467,880	4,413,211	2,483,873

HCBF BOARD ACTIONS

On November 18, 2022, the HCBF Board of Directors, by unanimous vote, approved the recommendation of the ad-hoc committee representing \$2,000,000 in grants. The Board further resolved that the remaining funds from Round 2 in the amount of \$2,000,000 would be made available in Round 3.

The HCBF Board Resolved to:

1. Review and approve awarding of AQMF funds to WattEV for a total award of \$2,000,000 for **Public Electric Vehicle (EV) Charging Stations for Trucks**.
2. Staff was directed to expedite an AQMF RFP for Round 3, to announce the availability of \$2,000,000 to be targeted towards reducing emissions from oceangoing vessels. The RFP shall be presented to the HCBF Board of Directors for approval at the December 16th meeting, with a targeted release to the public by year end.

WHAT'S NEXT - AIR QUALITY GRANTS - Round 3

The HCBF Board has approved the availability of \$2 million in Round 3. An RFP is in development and will be released by year end. With input from community stakeholders, the next RFP will be focused on cargo-ship related emissions reduction.

FISCAL IMPACT STATEMENT

As stated in the **October 3, 2022 report submitted** to the Harbor Department, undisbursed grant funds in the amount of \$191,050 will be dedicated to future program funding, Subject to unrealized market gain or loss, as of October 31, 2022, program funds available equaled \$4,483,873. This funding request, for Grant Round 2,

represents a disbursement of \$2,000,000 **for an available unaudited balance of \$2,483,873.**

There is no impact on the Harbor Revenue Fund. There is no impact on the City General Fund.

APPENDIX & TRANSMITTALS

APPENDIX A - Summaries for Grant Submissions

TRANSMITTAL 1 - Request for LOI for Air Quality Mitigation Program, Round 2

TRANSMITTAL 2 - Request for Proposals for Air Quality Mitigation Program, Round 2

TRANSMITTAL 3 - Draft Grant Agreement Template

AQMF Round 2 Application Summary	
COMPANY	4G Management Inc.
PROJECT TITLE	Maritime Emissions Capture & Control System (MECCS)
BRIEF DESCRIPTION OF TECHNOLOGY	MECCS is the next generation barged base Emission Capture and Control System designed to meet CARB's new at berth regulations for OGV vessels. This new revolutionary technology with a zero emission foot print, will utilize a hydrogen fuel cell, while capturing and controlling harmful diesel emissions. The MECCS new design is expected to exceed 95% capture and treatment efficiency and demonstrate the expanded technological capability of our capture and control and GHG Technology.
TECHNOLOGY CATEGORY	Emission Reduction
VEHICLE CATEGORY	OGVs
REASONING: FUNDING/NOT FUNDING	Not recommended for funding due to incomplete emissions reductions and cost-effectiveness calculations, unclear budget, technology deployment, and project leadership/team.
COMPANY	Prologis
PROJECT TITLE	Prologis-Performance Team Denker EV Charging Hub
BRIEF DESCRIPTION OF TECHNOLOGY	Prologis is developing an electric vehicle (EV) charging hub at its 20504 Denker Avenue, Torrance, CA 90501 (Denker) facility to expand zero-emission drayage operations at the San Pedro Bay ports. Denker is home to Maersk/Performance Team, the largest integrated container logistics company in the world. The project includes EV charging infrastructure to support the installation of electric vehicle supply equipment (EVSE) including 37 DC fast chargers (DCFC) and deployment of 146 Class 6-8 battery-electric
TECHNOLOGY CATEGORY	Infrastructure for Evs
VEHICLE CATEGORY	EV Charging Stations for Trucks
REASONING: FUNDING/NOT FUNDING	Provides much needed infrastructure for ZE trucks, but not recommended for funding because provides fleet only access and insufficient emissions reductions. Other applicant provides public access charging for trucks.
COMPANY	T2M Global, LLC
PROJECT TITLE	Zero-emission Barge-mounted MW-class Hybrid Power Plant for Maritime Vessel Cold-Ironing
BRIEF DESCRIPTION OF TECHNOLOGY	Ports have electrical shorepower for ships to reduce air pollution and greenhouse gases. However, many ships that are retrofitted cannot Plug-In because: No Terminal to dock, Dock has only one ship plug-in, Dock plug-in connection is in a different location, European ship uses 60Hz and US is 50Hz, etc. This zero-emission, MW-class Pilot Project will demonstrate a barge-mounted hydrogen fuel cell power plant to provide 6.6kV to service Container Ships up to 10,000 TEUs.

TECHNOLGOY CATEGORY	Emission Reduction
VEHICLE CATEGORY	OGVs
REASONING: FUNDING/NOT FUNDING	Potential alternative to shore power for at-berth reguation, but not recommended for funding because does not include demonstration, only limited hours of testing, no emissions reduction or cost effectiveness calculations, and did not meet HCBF project objectives.
COMPANY	WattEV*
PROJECT TITLE	WattEV - First MHDEV Commercial Charging Station at the Ports
BRIEF DESCRIPTION OF TECHNOLOGY	WattEV is under agreement with the Port of Long Beach to lease a 1.5 acre property and build the first commercial and publicly accessible MHDEV Charging site to service the drayage market. Offering high-power charging, the site combines competitive rates through distributed energy resources and a Truck-as-a-Service (rental). This is the fourth project site for WattEV, and it is designed for scalability to other locations throughout California to reduce freight movement related emissions.
TECHNOLOGY CATEGORY	Infrastructure for Evs
VEHICLE CATEGORY	Public EV Charging Stations for Trucks
REASONING: FUNDING/NOT FUNDING	Recommended for funding because provides much needed public charging infrastucture for ZE trucks in the port area and was also a reasonable fund request.
COMPANY	Yusen Terminals LLC
PROJECT TITLE	Zero-emission top handler purchase
BRIEF DESCRIPTION OF TECHNOLOGY	YUSEN TERMINALS LLC, operating in the Port of Los Angeles, plans to accelerate the purchase of 5 ZE top handlers manufactured by Taylor Machine Works to accelerate ZE goal well before year 2030.
TECHNOLGOY CATEGORY	ZE
VEHICLE CATEGORY	Cargo Handling Equipment
REASONING: FUNDING/NOT FUNDING	Provides demonstrated and tested technology, but not recommended for funding due to insufficient or unclear ER/CE calculations and scaling project would provide limited emission reduction and community benefit when compared to other proposals.

*** Recommended for Round 2 funding**

**AIR QUALITY MITIGATION FUND
ROUND 2
REQUEST FOR LETTERS OF INTEREST**

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I. FUNDING OPPORTUNITY ANNOUNCEMENT

A. Background

As part of a settlement associated with the approval of the China Shipping Container Terminal Project (China Shipping) in 2004, the Port of Los Angeles (POLA) set aside funding for air quality mitigation. In 2015, POLA and the Harbor Community Benefit Foundation (HCBF) signed a Memorandum of Agreement (MOA) establishing an Air Quality Mitigation Fund (AQMF) totaling approximately \$5 million of the funds for projects to reduce Port-related air emissions in nearby communities. As a result of the MOA, HCBF, a non-profit organization dedicated to mitigating impacts from POLA on the two neighboring communities of San Pedro and Wilmington, California, administers the fund.

As specified in the MOA, the HCBF, with the approval of the POLA Board of Harbor Commissioners, is empowered to award funding to third parties **“...exclusively for projects that are reasonably calculated to reduce Port-related air emissions.** This includes emissions resulting from the transport and handling of cargo, within, into, out of, to, or from the Port of Los Angeles.”

B. Initial Screening

This Request for Letter of Interest (LOI) seeks projects from a broad range of port source categories. For the initial screening, HCBF is requesting brief concept papers, as described in Section III of this notification. Upon subsequent review, project concepts that meet the eligibility criteria will be invited to submit a full proposal for funding consideration.

C. Project Objectives

HCBF is soliciting applications from eligible entities, as described in Section II of this announcement, for projects to meet the goals of the AQMF program, which are to implement programs, projects, and approaches that reduce Port-related air emissions.

Projects funded by the AQMF are expected to demonstrate achievable emissions reduction benefits (1) in San Pedro and Wilmington, or (2) within a 25-mile boundary of the San Pedro Bay, in that prioritized order. Additional derivative benefits may also extend beyond the 25-mile boundary.

Projects shall include demonstration or implementation of one of the following technologies:

- zero emissions technologies (preferred),
- near-zero emissions technologies, or
- emission reduction technologies

D. Availability of Funds

The available funding for Round 2 of the Air Quality Mitigation Program is approximately \$4.3 million.

E. Number of Awards

HCBF anticipates awarding one or more cooperative agreements from this announcement, subject to availability of funds, the quality of applications received, and other applicable considerations.

II. ELIGIBILITY INFORMATION

A. Eligible Applicants

Any public or private entity is eligible to submit a Letter of Interest.

All applicants must identify a project demonstration or implementation partner who operates within a 25-mile boundary of the San Pedro Bay in the submittal of the proposal. Examples: terminal operator located at one or both of the Ports of Los Angeles and Long Beach, harbor craft or fleet owner/operator, shipping line, etc.

The partner's contact information is preferred but not required with the response to this LOI, however, that information will be expected in the actual full proposal submission.

B. Eligible Projects

The eligible projects using Air Quality Mitigation Program funds should be responsive to the following priorities set forth in the Memorandum of Agreement:

- 1) Demonstration or implementation of zero or near-zero emissions freight movement technologies and other emerging technologies that seek to demonstrate significant emissions reductions from conventional diesel-fueled vehicles and equipment that operate in and around the Port (including ships, harbor craft, trucks, locomotives, and cargo-handling equipment);
- 2) Technologies that, if they were widely deployed, would significantly reduce air emissions and/or air quality related health risks from the largest sources of air pollution from port operations, namely ships, harbor craft, trucks, locomotives, and cargo handling equipment.

All projects must be consistent with the conditions prescribed in the City of Los Angeles Tidelands Trust Grant Act, all Federal, State, and local laws, and the China Shipping Amended Stipulated Judgment (described in the Memorandum of Agreement, and available on HCBF's website or by request).

The project types **not** eligible for AQMF funding are listed below:

- Technologies that are not applicable to port-related freight movement
- Fuel additives
- Technologies in the conceptual or R&D phase

Please read through the Evaluation Criteria for further specifications (Appendix A).

C. Eligible Costs and Match Funding

The costs eligible for AQMF funding include: design and engineering, materials, equipment, construction, emissions testing, data tracking and systems integration, and specific demonstration costs.

The costs **not** eligible for AQMF funding include: administrative overhead, travel, marketing and promotional costs, fuel and other consumables and/or labor to operate the equipment not directly associated with the project.

All costs will be tracked and documented.

Match funding is not required; however, match funding will be considered as beneficial during the project evaluation phase.

The project must be cost-effective and result in a high benefit/cost score defined as the amount of reduced lifecycle emissions over the project duration per funding from HCBF.

D. Violations & Compliance

The applicant shall report to HCBF in writing any and all notices, complaints, determinations, judgments or citations of labor violations pertaining to its operations and those of its partners, consultants, or sub-grantees within the past three years and while the grant contract is in effect. HCBF reserves the right to terminate the contract if the applicant has been found by a state or federal agency or a court to have violated labor laws. The applicant shall include this requirement in all of its subcontracts.

III. SUBMITTAL PROCESS

Interested applicants must submit their Letter of Interest using the online form via [Submittable](#).

Information to be provided in response to this LOI includes:

- Technology description: how the proposed technology works, its current use, and its use in other applications
- Technology demonstration project description: objectives, requirements, project timeline, available certifications, and list of needed permits, as required
- Benefits, including project emission reductions and other community and economic benefits
- Budget with specified total project cost estimate and funding request

Please review the evaluation criteria for further details (Appendix A).

Paper submissions will not be accepted.

Due date: Wednesday, March 23rd, 2022 by 4 P.M. PST.

Deadline to submit questions: March 16th, 2022

Questions will be accepted until one week before the LOI due date, unless there is a problem with the submittal process.

Contact:

Ms. Meghan Reese,
Executive Director
Harbor Community Benefit Foundation
302 West 5th Street, Suite 300
San Pedro CA 90731
meghan@hcbf.org
(310) 997-7116

Public Information Notice:

All documents submitted to HCBF are considered public records. Proposals are subject to public disclosure once the funding selection process has been completed and HCBF funding selections have been made.

We discourage inclusion of confidential information at this stage of the process, but if you find it necessary to include confidential or proprietary information in your proposal, you should clearly mark it "CONFIDENTIAL." We will withhold from public disclosure any information that we determine is truly confidential, including financial information, trademarked or patented processes, and the like.

IV. Initial Screening Evaluation Process

HCBF's staff will consult with experts as necessary in reviewing the applications and developing recommendations. Staff will convene an ad hoc committee of HCBF's Board of Directors to advise on the recommendation. As set forth in Paragraph V.f.v of the Memorandum of Agreement, "HCBF staff will research whether a proposed project, through information provided in the proposals and any other sources of information that it may in its discretion choose to use, meets the project criteria developed by HCBF, and HCBF staff shall make a recommendation of its findings to the Board of Directors of HCBF."

HCBF anticipates that it will establish a special AQMF review panel, consisting of an HCBF ad hoc board committee, selected stakeholders, and to-be-identified external personnel with demonstrated expertise in evaluation of zero and near-zero air emissions technologies for freight-movement technologies. The panel will review the received applications and provide feedback to HCBF's ad hoc board committee and staff. HCBF staff, with guidance from its ad hoc board committee and technical consultants, as well as the feedback from the review panel members, will make its recommendations to the HCBF Board.

V. NEXT STEPS

Following this initial screening, HCBF may request additional information, reject the LOI, or invite the project team to submit a full proposal. A full Request for Proposals will be shared with invited applicants.

Notifications will be made via email.

Additional information about the AQMF process can be found online at <http://hcbf.org/grants/air-quality-mitigation-program/>.

VI. Appendix A: Evaluation Criteria

Evaluation Criteria	
1. Emission Reduction	
<ul style="list-style-type: none"> • The project reduces emissions per project demonstration period, including <ul style="list-style-type: none"> ○ Criteria pollutants ⁱ ○ GHG emissions ⁱⁱ ○ VOC or other air toxics pollutant emissions ^{iii, iv} • Emission reductions and the basis for the projections shall be calculated, not extrapolated to larger scale implementation. • Calculations should include related emissions from auxiliary equipment, if relevant. 	
<ul style="list-style-type: none"> • The duration of technology in-service during the project and beyond. 	
2. Cost Effectiveness & Budget	
<ul style="list-style-type: none"> • The project results in a high benefit/cost score defined as the amount of reduced lifecycle emissions (weighted emissions)—both criteria pollutants and GHG—over the project duration per dollar of funding from HCBF. • Calculations should be based on the Carl Moyer Program Guidelines, available at the California Air Resources Board (CARB) website. 	
<ul style="list-style-type: none"> • Project should reflect reasonable assumptions of technology in operation, as it impacts the amount of emissions reduced and ultimately the cost effectiveness. 	
<ul style="list-style-type: none"> • The proposed budget addresses the priorities of the AQMF program. • The Applicant demonstrates the need for AQMF funds. • The Applicant demonstrates responsible fund spending based on previous grant funding opportunities, if applicable. • The project continues to drive down previous costs of technology integration, build, procurement, and demonstration. • Matched funds are documented, committed, and readily available for the project. • Additional resources are leveraged beyond the AQMF grant funds awarded to support the project activities. 	
3. Potential to Advance Technology, Feasibility, Readiness, and Commercial Availability	
<ul style="list-style-type: none"> • The freight movement technology is innovative and includes advances of zero emission (ZE), near-zero emission (NZE), and emission reduction technologies (ER), with special consideration given to ZE. • Demonstration or implementation of technologies that seek to demonstrate significant emissions reductions from conventional diesel-fueled vehicles and equipment that operate in and around the Port, including ships, harbor craft, trucks, locomotives, and cargo-handling equipment. • Technology that, if widely deployed, would significantly reduce air emissions and/or air quality related health risks from the largest sources of air pollution from port operations, namely ships, harbor craft, trucks, locomotives, and cargo handling equipment. 	
<ul style="list-style-type: none"> • The targeted market and size for the technology are appropriately matched. • If the project is a demonstration project or small-scale deployment, the scope of the project (including, but not limited to the number of vehicles/equipment units demonstrated, type(s) of vehicles/equipment units demonstrated, length of demonstration, and duty cycles) is appropriate to help lead the technology to commercial adoption. 	

<ul style="list-style-type: none"> • The project demonstrates that the technology has the potential to be a cost-competitive purchase option that will lead to commercial adoption. • The barriers and challenges to market penetration and commercial adoption for the technology are known, identified, and addressed by the project. • The Applicant presents credible, complete, and viable strategies that will lead the technology to commercial adoption, including existing relationships with major OEMs.
<ul style="list-style-type: none"> • The tasks in the Scope of Work and the proposed project schedule are complete, sequential, and will lead to successful and timely completion of the project. • The fueling/power infrastructure is available and sufficient to support the project. • The proposed project is comprehensive and addresses topics including, but not limited to fuel/power supply, fueling/power practice, costs, fuel/energy consumption, and other appropriate elements to be included in data collection. • The proposed customer and vehicle/equipment support service in the field is appropriate and will contribute to the overall success of the project.
<p>4. Project Partner</p>
<ul style="list-style-type: none"> • The Applicant has secured a project demonstration or implementation partner who operates within a 25-mile boundary of the San Pedro Bay. • The Applicant has secured site access for the proposed project, including site access related to fueling/power infrastructure and the proposed demonstration or implementation. Examples include a terminal operator located at one or both of the Ports of Los Angeles and Long Beach, harbor craft or fleet owner/operator, shipping line, etc.
<p>5. Community, Economic, and Other Benefits</p>
<ul style="list-style-type: none"> • The projects funded by the AQMF are expected primarily to benefit the communities of San Pedro and Wilmington.
<ul style="list-style-type: none"> • The project will create job opportunities, especially for residents living in the communities of Wilmington and San Pedro. • The project will increase economic activity within local, regional, and statewide economies. • Project funding (both reimbursable and match share) benefit and are paid to • California-based entities. • The project will provide cost-effective solutions to the community.
<ul style="list-style-type: none"> • The project provides other environmental benefits, including reducing impacts related to water, stormwater, soil, and waste. • The project creates by-product synergy (BPS) opportunities. As defined by the United States Business Council for Sustainable Development (US BCSD) and the U.S. Environmental Protection Agency (EPA), BPS represents the synergy among diverse industries, agriculture, and communities resulting in profitable conversion of by-products and wastes to resources promoting sustainability.
<p>6. Certifications, Licenses, Permits, Organizational Capacity and Qualifications</p>
<ul style="list-style-type: none"> • The Applicant has secured verifications, certifications, and/or recognitions of the proposed technology's feasibility, reliability, and performance by a known regulatory, academic, or industrial agency or institution.
<ul style="list-style-type: none"> • The project team's experience and qualifications are well-rounded and suitable to the tasks described in the proposed Scope of Work. • The Applicant demonstrates the ability to meet project deadlines and milestones for past and current technology demonstration projects. • The Applicant will respond to and mitigate project delays and issues that may arise during the project. • The Applicant demonstrates corporate sustainability practices.

ⁱ Six criteria pollutants: Ground-level Ozone, Particulate Matter (PM), Carbon Monoxide (CO), Lead (Pb), Sulfur Dioxide (SO₂), Nitrogen Dioxide (NO₂). <https://www.epa.gov/criteria-air-pollutants>.

ⁱⁱ Greenhouse gases (GHGs): CO₂, CH₄, N₂O, and fluorinated gases. Sources: <https://www.epa.gov/ghgemissions/overview-greenhouse-gases>, and <https://ww2.arb.ca.gov/ghg-descriptions-sources>

ⁱⁱⁱ USEPA. Technical Overview of Volatile Organic Compounds. <https://www.epa.gov/indoor-air-quality-iaq/technical-overview-volatile-organic-compounds>

^{iv} CARB, 2020d. CARB Identified Toxic Air Contaminants. <https://ww2.arb.ca.gov/resources/documents/carb-identified-toxic-air-contaminants>.

**AIR QUALITY MITIGATION FUND
ROUND 2
REQUEST FOR PROPOSALS (RFP)**

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I. FUNDING OPPORTUNITY ANNOUNCEMENT

A. Background

As part of a settlement associated with the approval of the China Shipping Container Terminal Project (China Shipping) in 2004, the Port of Los Angeles (POLA) set aside funding for air quality mitigation. In 2015, POLA and the Harbor Community Benefit Foundation (HCBF) signed a Memorandum of Agreement (MOA) establishing an Air Quality Mitigation Fund (AQMF) totaling approximately \$5 million of the funds for projects to reduce Port-related air emissions in nearby communities. As a result of the MOA, HCBF, a non-profit organization dedicated to mitigating impacts from POLA on the two neighboring communities of San Pedro and Wilmington, California, administers the fund.

As specified in the MOA, the HCBF, with the approval of the POLA Board of Harbor Commissioners, is empowered to award funding to third parties **“...exclusively for projects that are reasonably calculated to reduce Port-related air emissions.** This includes emissions resulting from the transport and handling of cargo, within, into, out of, to, or from the Port of Los Angeles.”

B. Screening

HCBF requests proposals from eligible entities that successfully submitted their Letters of Interest and passed the initial screening. This solicitation intends to gain further information to help the HCBF board make the funding decision.

C. Project Objectives

HCBF is soliciting applications from eligible entities, as described in Section II of this announcement, for projects to meet the goals of the [AQMF program](#), which are to implement programs, projects, and approaches that reduce Port-related air emissions.

Projects funded by the AQMF are expected to demonstrate achievable emissions reduction benefits (1) in San Pedro and Wilmington, or (2) within a 25-mile boundary of the San Pedro Bay, in that prioritized order. Additional derivative benefits may also extend beyond the 25-mile boundary.

Projects shall include demonstration or implementation of one of the following technologies:

- zero emissions technologies (preferred),
- near-zero emissions technologies, or
- emission reduction technologies

D. Availability of Funds

The available funding for Round 2 of the Air Quality Mitigation Program is approximately **\$4.3 million**.

E. Number of Awards

HCBF anticipates awarding one or more cooperative agreements from this announcement, subject to availability of funds, the quality of applications received, and other applicable considerations.

II. ELIGIBILITY INFORMATION

A. Eligible Applicants

Any public or private entity that successfully presented their Letters of Interest and passed the initial screening are invited to submit the full proposal.

All applicants must identify a project demonstration or implementation partner who operates within a 25-mile boundary of the San Pedro Bay in the submittal of the proposal. Examples: terminal operator located at one or both of the Ports of Los Angeles and Long Beach, harbor craft or fleet owner/operator, shipping line, etc.

The partner's contact information was preferred but was not required with the LOI, however, that information will be expected in the actual full proposal submission.

B. Eligible Projects

The eligible projects using Air Quality Mitigation Program funds should be responsive to the following priorities set forth in the Memorandum of Agreement:

- 1) Demonstration or implementation of zero or near-zero emissions freight movement technologies and other emerging technologies that seek to demonstrate significant emissions reductions from conventional diesel-fueled vehicles and equipment that operate in and around the Port (including ships, harbor craft, trucks, locomotives, and cargo-handling equipment);
- 2) Technologies that, if they were widely deployed, would significantly reduce air emissions and/or air quality related health risks from the largest sources of air pollution from port operations, namely ships, harbor craft, trucks, locomotives, and cargo handling equipment.

All projects must be consistent with the conditions prescribed in the City of Los Angeles Tidelands Trust Grant Act, all Federal, State, and local laws, and the China Shipping Amended Stipulated Judgment (described in the Memorandum of Agreement, and available on HCBF's website or by request).

The project types **not** eligible for AQMF funding are listed below:

- Technologies that are not applicable to port-related freight movement
- Fuel additives
- Technologies in the conceptual or R&D phase

Please read through the Evaluation Criteria for further specifications (Appendix A).

C. Eligible Costs and Match Funding

The costs eligible for AQMF funding include: design and engineering, materials, equipment, construction, emissions testing, data tracking and systems integration, and specific demonstration costs.

The costs **not** eligible for AQMF funding include: administrative overhead, travel, marketing and promotional costs, fuel and other consumables and/or labor to operate the equipment not directly associated with the project.

All costs will be tracked and documented.

Match funding is not required; however, match funding will be considered as beneficial during the project evaluation phase.

The project must be cost-effective and result in a high benefit/cost score defined as the amount of reduced lifecycle emissions over the project duration per funding from HCBF.

D. Violations & Compliance

The applicant shall report to HCBF in writing any and all notices, complaints, determinations, judgments or citations of labor violations pertaining to its operations and those of its partners, consultants, or sub-grantees within the past three years and while the grant contract is in effect. HCBF reserves the right to terminate the contract if the applicant has been found by a state or federal agency or a court to have violated labor laws. The applicant shall include this requirement in all of its subcontracts.

III. SUBMITTAL PROCESS

Interested applicants must submit their Letter of Interest using the online form via [Submittable](#).

Information to be provided in response to this RFP will include **all of the following and address components of the evaluation criteria**:

- A detailed description of the technology, including:
 - How does the technology work?
 - What is the stage of development of the technology? Please be specific and note that technologies in the conceptual or R&D phase are not eligible.
 - Is the technology currently in use? Where?
 - What are other applications for the technology?
 - What are the plans for the technology commercialization, if applicable?
- A detailed description of the proposed demonstration/implementation project. A marketing pitch of the firms involved in the project is not considered a project nor technology description. The narrative should include:
 - Project goals and objectives
 - Specific project requirements, e.g., size of space needed, other equipment necessary for the technology to work
 - The scope of work including tasks, milestones, and deliverables
 - The duration of the project and detailed schedule from start to completion
 - Project partners
- Available certifications, plans for permits and approvals for verification and certification, as needed
- Description of project benefits demonstrating project emission reductions and other community and economic benefits
 - A detailed explanation as to how the proposed projects will reduce air toxics (e.g., diesel PM, benzene), criteria pollutants (e.g., NOx, CO), and greenhouse gas (i.e., CO₂-equivalent) emissions
 - A description as to if and how the project will leverage AQMF funding to achieve benefits beyond the scope of the proposed project
 - A calculation of the emission reductions by identified air pollutant, and the timeframe in which those reductions will occur relative to a baseline scenario
- Calculated project cost-effectiveness which is the measure of dollars provided to a project for each ton of covered emissions reduced. The Carl Moyer Program Guidelines, available at the California Air Resources Board (CARB) website, describe the Cost-Effectiveness Calculation Methodology and provide reference materials.
- Budget with detailed total project cost estimate and funding request.

- Is should also describe project-related costs for equipment, materials, travel, and labor, and any matched funds
- A detailed budget of operational costs of the project once deployed, and specification as to who will be responsible for operational costs if not covered in the project
- Description of the company and the project team
 - A brief description of the prior relevant experience of the assembled team to accomplish the proposed work effort
 - Past experience with grant and other funding, including how previously received funds were spent
 - Key team members with their qualifications and capabilities

Please review the evaluation criteria for further details (**Appendix A**).

Paper submissions will not be accepted.

Due date: May 23rd, 2022 by 4 P.M. PST.

Deadline to submit questions: May 16th, 2022

Questions will be accepted until one week before the RFP due date, unless there is a problem with the submittal process.

Contact:

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Executive Director
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San Pedro CA 90731
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We discourage inclusion of confidential information at this stage of the process, but if you find it necessary to include confidential or proprietary information in your proposal, you should clearly mark it "CONFIDENTIAL." We will withhold from public disclosure any information that we determine is truly confidential, including financial information, trademarked or patented processes, and the like.

IV. Evaluation Process

A. Project Evaluation Process

HCBF staff is responsible for making a funding recommendation to HCBF's Board of Directors. If the HCBF Board of Directors approves a project (or projects) for funding, the approved projects will be forwarded to the Board of Harbor Commissioners (BOHC) of the Port of Los Angeles for approval. The BOHC will then have sixty days to review HCBF Recommendations and vote on the approval of the

decision. The BOHC's review may take into account only the factors outlined in Paragraph V.f.vii of the Memorandum of Agreement.

HCBF's staff will consult with experts as necessary in reviewing the applications and developing recommendations. Staff will convene an ad hoc committee of HCBF's Board of Directors to advise on the recommendation. As set forth in Paragraph V.f.v of the Memorandum of Agreement, "HCBF staff will research whether a proposed project, through information provided in the proposals and any other sources of information that it may in its discretion choose to use, meets the project criteria developed by HCBF, and HCBF staff shall make a recommendation of its findings to the Board of Directors of HCBF."

HCBF anticipates that it will establish a special AQMF review panel, consisting of an HCBF ad hoc board committee, selected stakeholders, and to-be-identified external personnel with demonstrated expertise in evaluation of zero and near-zero air emissions technologies for freight-movement technologies. The panel will review the received applications and provide feedback to HCBF's ad hoc board committee and staff. HCBF staff, with guidance from its ad hoc board committee and technical consultants, as well as the feedback from the review panel members, will make its recommendations to the HCBF Board.

B. Project Evaluation Criteria

HCBF's evaluation criteria for this program has been developed in consultation with the Settlement Petitioners (Natural Resources Defense Council [NRDC], San Pedro and Peninsula Homeowners' Coalition [SPPHC], San Pedro Peninsula Homeowners' United [SPPHU], and the Coalition for Clean Air [CCA]), the City of Los Angeles (as represented by the Port of Los Angeles), and in agreement with the Tidelands Trust and the 2015 MOU.

Evaluation criteria for submitted project applications are presented in **Appendix A**. These categories are not listed in order of preference or priority. Although there is no prioritization implied, **HCBF does emphasize environmental and community benefits within the neighborhoods of Wilmington and San Pedro.**

V. ADMINISTRATION AND NEXT STEPS

A. AQMF Oversight and Financial Control

Upon approval by both the HCBF Board of Directors and the BOHC, a contract will be executed for the proposal(s) selected for funding. Agreements detailing funding and program oversight of approved projects will be between HCBF and its grantees.

B. Reporting and Invoicing Requirements Project Evaluation Process

Grantees should anticipate regular written progress reports with HCBF. By the end of each following month, they should submit a brief 1-2-page monthly report throughout the funding period. In addition, an annual Grantee meeting will be held to provide an opportunity for Grantees to give an update on project progress and status to the HCBF Board as well as to the China Shipping Petitioners (NRDC, San Pedro and Peninsula Homeowners' Coalition, San Pedro Peninsula Homeowners United, and CCA), City of Los Angeles, and BOHC.

HCBF shall disburse funds to the awarded grantees on a schedule established with each grantee, at its sole discretion, and may include performance benchmarks for a given project, at the discretion of HCBF.

VI. Appendix A: Evaluation Criteria

Evaluation Criteria
1. Emission Reduction
<ul style="list-style-type: none"> • <i>The project reduces emissions per project demonstration period, including</i> <ul style="list-style-type: none"> ○ <i>Criteria pollutantsⁱ</i> ○ <i>GHG emissionsⁱⁱ</i> ○ <i>VOC or other air toxics pollutant emissions^{iii, iv}</i> • <i>Emission reductions and the basis for the projections shall be calculated, not extrapolated to larger scale implementation.</i> • <i>Calculations should include related emissions from auxiliary equipment, if relevant.</i>
<ul style="list-style-type: none"> • <i>The duration of technology in-service during the project and beyond.</i>
2. Cost Effectiveness & Budget
<ul style="list-style-type: none"> • <i>The project results in a high benefit/cost score defined as the amount of reduced lifecycle emissions (weighted emissions)—both criteria pollutants and GHG—over the project duration per dollar of funding from HCBF.</i> • <i>Calculations should be based on the Carl Moyer Program Guidelines, available at the California Air Resources Board (CARB) website.</i>
<ul style="list-style-type: none"> • <i>Project should reflect reasonable assumptions of technology in operation, as it impacts the amount of emissions reduced and ultimately the cost effectiveness.</i>
<ul style="list-style-type: none"> • <i>The proposed budget addresses the priorities of the AQMF program.</i> • <i>The Applicant demonstrates the need for AQMF funds.</i> • <i>The Applicant demonstrates responsible fund spending based on previous grant funding opportunities, if applicable.</i> • <i>The project continues to drive down previous costs of technology integration, build, procurement, and demonstration.</i> • <i>Matched funds are documented, committed, and readily available for the project.</i> • <i>Additional resources are leveraged beyond the AQMF grant funds awarded to support the project activities.</i>
3. Potential to Advance Technology, Feasibility, Readiness, and Commercial Availability
<ul style="list-style-type: none"> • <i>The freight movement technology is innovative and includes advances of zero emission (ZE), near-zero emission (NZE), and emission reduction technologies (ER), with special consideration given to ZE.</i> • <i>Demonstration or implementation of technologies that seek to demonstrate significant emissions reductions from conventional diesel-fueled vehicles and equipment that operate in and around the Port, including ships, harbor craft, trucks, locomotives, and cargo-handling equipment.</i> • <i>Technology that, if widely deployed, would significantly reduce air emissions and/or air quality related health risks from the largest sources of air pollution from port operations, namely ships, harbor craft, trucks, locomotives, and cargo handling equipment.</i>
<ul style="list-style-type: none"> • <i>The targeted market and size for the technology are appropriately matched.</i> • <i>If the project is a demonstration project or small-scale deployment, the scope of the project (including, but not limited to the number of vehicles/equipment units demonstrated, type(s) of vehicles/equipment units demonstrated, length of demonstration, and duty cycles) is appropriate to help lead the technology to commercial adoption.</i>

<ul style="list-style-type: none"> • <i>The project demonstrates that the technology has the potential to be a cost-competitive purchase option that will lead to commercial adoption.</i> • <i>The barriers and challenges to market penetration and commercial adoption for the technology are known, identified, and addressed by the project.</i> • <i>The Applicant presents credible, complete, and viable strategies that will lead the technology to commercial adoption, including existing relationships with major OEMs.</i>
<ul style="list-style-type: none"> • <i>The tasks in the Scope of Work and the proposed project schedule are complete, sequential, and will lead to successful and timely completion of the project.</i> • <i>The fueling/power infrastructure is available and sufficient to support the project.</i> • <i>The proposed project is comprehensive and addresses topics including, but not limited to fuel/power supply, fueling/power practice, costs, fuel/energy consumption, and other appropriate elements to be included in data collection.</i> • <i>The proposed customer and vehicle/equipment support service in the field is appropriate and will contribute to the overall success of the project.</i>
<p>4. Project Partner</p>
<ul style="list-style-type: none"> • <i>The Applicant has secured a project demonstration or implementation partner who operates within a 25-mile boundary of the San Pedro Bay.</i> • <i>The Applicant has secured site access for the proposed project, including site access related to fueling/power infrastructure and the proposed demonstration or implementation. Examples include a terminal operator located at one or both of the Ports of Los Angeles and Long Beach, harbor craft or fleet owner/operator, shipping line, etc.</i>
<p>5. Community, Economic, and Other Benefits</p>
<ul style="list-style-type: none"> • <i>The projects funded by the AQMF are expected primarily to benefit the communities of San Pedro and Wilmington.</i>
<ul style="list-style-type: none"> • <i>The project will create job opportunities, especially for residents living in the communities of Wilmington and San Pedro.</i> • <i>The project will increase economic activity within local, regional, and statewide economies.</i> • <i>Project funding (both reimbursable and match share) benefit and are paid to California-based entities.</i> • <i>The project will provide cost-effective solutions to the community.</i>
<ul style="list-style-type: none"> • <i>The project provides other environmental benefits, including reducing impacts related to water, stormwater, soil, and waste.</i> • <i>The project creates by-product synergy (BPS) opportunities. As defined by the United States Business Council for Sustainable Development (US BCSD) and the U.S. Environmental Protection Agency (EPA), BPS represents the synergy among diverse industries, agriculture, and communities resulting in profitable conversion of by-products and wastes to resources promoting sustainability.</i>
<p>6. Certifications, Licenses, Permits, Organizational Capacity and Qualifications</p>
<ul style="list-style-type: none"> • <i>The Applicant has secured verifications, certifications, and/or recognitions of the proposed technology's feasibility, reliability, and performance by a known regulatory, academic, or industrial agency or institution.</i>
<ul style="list-style-type: none"> • <i>The project team's experience and qualifications are well-rounded and suitable to the tasks described in the proposed Scope of Work.</i> • <i>The Applicant demonstrates the ability to meet project deadlines and milestones for past and current technology demonstration projects.</i> • <i>The Applicant will respond to and mitigate project delays and issues that may arise during the project.</i> • <i>The Applicant demonstrates corporate sustainability practices.</i>

ⁱ Six criteria pollutants: Ground-level Ozone, Particulate Matter (PM), Carbon Monoxide (CO), Lead (Pb), Sulfur Dioxide (SO₂), Nitrogen Dioxide (NO₂). <https://www.epa.gov/criteria-air-pollutants>.

ⁱⁱ Greenhouse gases (GHGs): CO₂, CH₄, N₂O, and fluorinated gases. Sources: <https://www.epa.gov/ghgemissions/overview-greenhouse-gases>, and <https://ww2.arb.ca.gov/ghg-descriptions-sources>

ⁱⁱⁱ USEPA. Technical Overview of Volatile Organic Compounds. <https://www.epa.gov/indoor-air-quality-iaq/technical-overview-volatile-organic-compounds>

^{iv} CARB, 2020d. CARB Identified Toxic Air Contaminants. <https://ww2.arb.ca.gov/resources/documents/carb-identified-toxic-air-contaminants>.



[BOHC Board Approval Date]

Contact

Address

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

The Board of Directors of the Harbor Community Benefit Foundation (“Foundation”) and the Board of Harbor Commissioners authorized a grant of \$ [] (“Grant Funds”) to [] (“Grantee”), to support **HCBF’s Air Quality Mitigation Program requirement of reducing Port-related air emissions.**

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

I. PAYMENT.

Funding from the Air Quality Mitigation Fund (AQMF) to the Air Quality Mitigation 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 Air Quality Mitigation Program to Grantees are also contingent upon the Grantee’s compliance with this Agreement, including timely receipt of required reports.

Grant Funds shall be payable in [] installments: [TBD based on length of grant]

1. \$[] within 30 calendar days after full execution of this Agreement and receipt of organization’s W9.
2. \$[] within 30 calendar days after Foundation’s **receipt and approval** of the mandatory [three-month] progress report.
3. \$[] within 30 calendar days after Foundation’s **receipt and approval** of the mandatory [six-month] progress report.

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

II. USE OF FUNDS & GRANT TERM.

This Air Quality Mitigation grant period shall begin on [] and shall end [].

Project Description and Scope of Work: [ATTACHMENT] *(described below and attached, including project goals and objective, uniqueness (incl. potential scalability in deployment), demonstration configuration (incl. phases), project approach*

Project Location:

Timeline, Schedule and Milestones: [ATTACHMENT] *(explained below and/or attached)*
Include timeline of major events related to design, engineering, production, system integration and installation, permitting, equipment delivery, permitting, certification, in-use demonstration, emission reduction testing, execution of agreements.

Project Partners:

[As described in the Scope of Work]

In case the project partners change during the contract, the Foundation shall be notified immediately. The Foundation reserves the right to terminate this agreement due to the changes with project partners.

Use of Local Resources (Job Creation):

As described in the proposal and committed to.

Ownership of Equipment / Project:

Grantee must describe the ownership of the project elements, particularly equipment, parts, vehicles, etc. Representation and warranties.

Equipment Maintenance:

Grantee shall be responsible for the maintenance and operational performance during the demonstration phase of the project.

..... shall be responsible for the equipment maintenance after the equipment delivery.

..... shall be responsible for the equipment maintenance after the successful project delivery and/or after completion of the demonstration phase of the project.

Grantee shall provide the Preventive Maintenance plan to the appropriate party after completion of the demonstration phase of the project.

Training:

Grantee shall provide necessary training to the to the appropriate parties before and/or after completion of the demonstration phase of the project.

Emission Reduction

Grantee has committed to achieving a specific emission reduction during the duration of the project and after the demonstration phase.
shall be responsible for the...

Project Benefits:

Project benefits as described in the proposal shall be binding.

Deliverables: (explained below and/or attached)

-

Budget

Program/Project Expenses	
Line Items	Amount
Total	

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

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

Grant funding is non-transferable to other parties... (Does the XVI. No Assignment cover this requirement?)

III. REPORTING.

Grantee shall submit periodic Progress Reports to the Foundation describing quantitative and qualitative measures of success such as actual accomplishments, cost status, schedule changes, change in approach, actual and anticipated problems and delays, and their resolution.

In addition to the project scope and expenditures status updates, Grantee will provide the following (at the minimum in the milestone and final reports):

- Demonstration results and analysis
- Project performance
- Data collected
- Emission reduction status update (including GHG, criteria pollutants, and other air toxics)
- Project cost effectiveness
- Lessons learned, Including technical, business operations, legal, and regulatory issues and policy implications, customer experience and satisfaction

Reporting should be conducted based on milestones (as described below or attached).

Grantee shall also submit a final budget report to reconcile the expenditures of Grant Funds, compared to the original budget.

REPORTING	Report Type	Reporting Period End	Report Due	Submission Req.
Monthly Update	Written update – HCBF required template attached to contract	Period ends the last business day of each month	[list dates] Due by 8 th of the following month	Via email to Executive Director
Quarterly	Written & Verbal -	Period ends the	[list dates]	Via

Report	HCBF required template attached to contract	last day of each quarter	Due by 8 th of the following month	Submittable & phone call with ED – reminder email will include link
Milestone Report	Written - HCBF required template attached to contract	Ends when milestone is complete per the Scope of Work	[list date] Within 15 business days of milestone completion	Via Submittable – reminder email will include link
FINAL	Written - HCBF required template attached to contract	End of Agreement term	[list date] Within 30 days of Agreement end date	

IV. GRANTEE’S STATUS.

This grant is specifically conditioned upon Grantee’s (or Fiscal Sponsor) status as an eligible grantee of the Harbor Community Benefit Foundation in accordance with this section.

V. MANAGEMENT AND ORGANIZATIONAL CHANGES.

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

VI. RECORDS, AUDITS, SITE VISITS.

Grantee is responsible for maintaining adequate financial records of this grant. Grant Funds shall be accounted for separately in the Grantee’s books and records. All expenditures made in furtherance of the Grant Purpose shall be charged off against the grant and shall appear on those books. Grantee shall keep adequate records to substantiate such expenditures. The Foundation, or a designated representative, reserves the right, upon written notice, to audit Grantee’s books and records relating to the expenditure of any funds provided by the Foundation. Grantee shall make such books and records available to Foundation at reasonable times for review and audit. Grantee shall keep copies of all relevant books and records and all reports to the Foundation for at least 4 years after completion of the use of the Grant Funds.

VII. MARKETING, GRANT ANNOUNCEMENTS, PROMOTIONAL MATERIALS.

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

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

The Foundation may include information about this grant and the Grantee in its public communications and reports and may also refer to the grant and Grantee in press releases, speeches and public comments.

The Foundation may also provide information about the grant and the Grantee on its website, including project descriptions, logos, and links to Grantee's website.

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

VIII. RETURN OF UNEXPENDED FUNDS.

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

IX. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAMS

Prior to being awarded a contract with the Harbor Department, all consultants and subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

X. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles, Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Los Angeles Harbor Department.

XI. CONFLICT OF INTEREST

During the term of this Agreement, Consultant shall inform the Department when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee.

XII. STATE TIDELANDS GRANTS

Consultant agrees that any interpretation of the Agreement and the terms contained therein must be consistent with any limitations, conditions, restrictions and reservations related to the An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

Limitation of liability (e.g. equipment failure, HCBF is not liable)

XIX. 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.

Insurance requirements shall be applicable to the Grantee, project partners, equipment owner, or all?

XX. 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.

XXI. ORDER OF PRECEDENCE.

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

XXII. 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.

XXIII. GOVERNING LAW.

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

XXIV. REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to the Foundation that, to the actual knowledge of Grantee, all delivered products and materials, including training and maintenance plans, do not infringe any patent, trademark, copyright or other proprietary rights.

XXV. 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.

XXVI. EQUAL EMPLOYMENT OPPORTUNITY.

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

XXVII. NOTICES.

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

Primary Contact

Name:
Title:
Email:
Phone:

Secondary Contact

Name:
Title:
Email:
Phone:

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

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

Harbor Community Benefit Foundation
302 W. 5th Street, Suite 300
San Pedro, CA 90731
Attn: Tamanna Rahman
Email: tamanna@hcbf.org
Office: (310) 997-7116

XXVIII. TERMINATION. (confirm this statement)

The Foundation shall have the right to terminate this Agreement at any time upon (10) ten day's written notice to Grantee. If this Agreement is so terminated prior to the expiration of the term, Grantee shall be paid for those charges which have accrued but not been paid through the effective date of termination. Recipient agrees to accept such amount, plus all amounts previously paid, as full payment and satisfaction of all obligations of Foundation to Grantee.

XXIX. DISPUTE RESOLUTION.

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the parties' authorized representatives. The disputing party shall give the other party written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both parties and shall conclude within sixty (60) days of its commencement, unless the parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the parties shall enter into a written agreement for the mediation services with each party paying a pro rata share of the mediator's fee, if any. Each party shall bear its own legal fees and expenses. If, after good faith efforts to mediate a dispute the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue in Los Angeles County.

Accepted on behalf of Grantee by:

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title

Federal EIN: _____

Final approval on behalf of Harbor Community Benefit Foundation by:

_____	_____
Authorized Signature	Date

Executive Director

Printed Name

Title

Federal EIN: 45-2487333