



**National Trust for
Historic Preservation**
Save the past. Enrich the future.

August 21, 2023

Mr. John Raymond
City of Carson, California
701 East Carson Street
Carson, CA 90745

Re: African American Cultural Heritage Action Fund Grant Agreement

Dear Mr. Raymond:

It is a pleasure to inform you that the City of Carson's application for an African American Cultural Heritage Action Fund (the "AACHAF") Conserving Black Modernism grant has been approved by the National Trust for Historic Preservation (the "National Trust"). Grants from the AACHAF are designed to advance ongoing preservation activities for historic places representing African American cultural heritage. The National Trust, a privately funded nonprofit organization, protects significant places representing our diverse cultural experience by taking direct action and inspiring broad public support.

By signing this Agreement ("Agreement") and accepting the funds, the City of Carson (the "Grantee") agrees to abide by the terms and conditions set forth below.

1. Award and Budget. The National Trust approves an award of One Hundred and Fifty Thousand US Dollars (\$150,000) (the "Grant Funds") to the Grantee to fund the organization's Historic Structure Report (HSR) for the Carson, California City Hall Building project (the "Project"). The Grant Funds should be used to hire a consultant to complete an HSR for the Carson City Hall Building and historic designed landscape. Up to 10% of the Grant Funds may be used to cover indirect support or overhead costs. The Grant Funds must be used exclusively for charitable purposes as described in Section 501(c)(3) of the Internal Revenue Code and only in support of the Project. Any changes to either the budget or use of Grant Funds as described in your application or above must be approved in advance in writing by the National Trust. The National Trust may assign a staff liaison to provide technical assistance to the Grantee with the Project.

2. Term. The Project must be completed within **12 months** from the date of the first disbursement of Grant Funds from the National Trust (the "End Date"). Should any problems arise, that would prevent the Grantee from completing the Project by the End Date, the Grantee must submit a written request for an extension of this Agreement to the National Trust at least ten (10) days prior to the End Date.

3. Approval of Consultant/Contractor. The National Trust approves the Grantee's selection of the consultant(s) or contractor(s) for this Project as stated in the project application. If the Grantee has not yet selected a consultant or contractor, the

Grantee agrees to obtain the National Trust's prior written approval for any consultant or contractor paid with Grant Funds. Please submit the name of the selected consultant or contractor along with their CV or website via email to the National Trust as soon as selected. If the Grantee wishes to change consultants or contractors, the National Trust's prior written approval is required.

4. Competitive Procurement Process. The Grantee agrees that all procurement of goods and services for the Project shall be conducted in a manner that provides maximum open and free competition and consideration of minority and women-owned business enterprises. When a procurement for the Project exceeds \$50,000, the Grantee must seek and obtain at least three (3) competitive bids or quotes. This applies to any procurement greater than \$50,000 that is part of this Project, whether financed through National Trust funds or through the matching funds that make up the rest of the Project's approved budget. The Grantee must also maintain adequate procedures to ensure that the procurement of goods and services, including consultant and contractor services, does not present a conflict of interest.

5. Preservation Work. Any documents or plans for preservation work or capital (construction) work that relate to or result from the Project must conform to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, as appropriate.

6. Grant Disbursements. Grant Funds will be disbursed as follows:

<u>Date/Phase</u>	<u>Amount</u>
Following receipt by the National Trust of this fully executed Agreement	50% of the Grant Funds
Upon completion of the Project and submission of the final report (as required by Paragraph 7(b))	Remaining Grant Funds

7. Reporting Requirements.

a. Interim Report. The Grantee agrees to submit an interim report when the Project is 50% complete. The interim report must describe the status of the Project and all expenditures made from Grant Funds and must report on the Grantee's compliance with the terms of this Agreement.

b. Final Report. Within thirty (30) days of the End Date, the Grantee agrees to submit to the National Trust a final report and financial accounting on the use of the Grant Funds, as well as any materials or reports created from the Grant.

Submitting Reports. All reports must be submitted online in the same system used to submit the grant application: <http://www.grantinterface.com/Home/Logon?urlkey=nthp>. Extensions for submission of reports may be approved by the National Trust only for extraordinary circumstances beyond the control of the Grantee.

8. License to Use Grant Materials. In accepting this Grant, the Grantee grants to the National Trust a non-exclusive, royalty-free, perpetual, and transferable license to use, and to allow others to use, any and all application materials, reports, documents, photographs, or other materials funded by the Grant (the “Grant Materials”) along with the right to use the Grantee’s name and logo for non-profit, educational, and promotional purposes related to the National Trust and/or AACHAF. The Grantee also agrees to allow the National Trust to take its own photographs or video recordings of the Project. The provisions of this paragraph shall survive termination or expiration of this Agreement and remain in full force and effect.

9. Publicity and Acknowledgement of Grant Support. The National Trust will be making a public announcement of the AACHAF Conserving Black Modernism grants. Prior to the National Trust’s public announcement, the Grantee agrees not to make any announcement or release any information concerning the Grant or any matter relating to this Agreement without the advance written approval of the National Trust. After the National Trust’s public announcement, the National Trust must be listed as a supporter in any printed material and publicity releases and on the Grantee’s website. For the Grantee’s assistance, enclosed is a sample press release format for use in publicizing the Grant. The Grantee shall give appropriate acknowledgement of the National Trust’s support for the Project in all materials resulting from or related to the Grant, such as articles, books, reports, films, radio programs, databases, web resources, convenings, events, and exhibitions, using the following statement:

“With support from Getty, this project was funded by a grant from the African American Cultural Heritage Action Fund of the National Trust for Historic Preservation.”

10. Additional Information; Recordkeeping. The Grantee agrees to provide any other information and documents requested by the National Trust to describe the work on the Project and/or all expenditures of Grant Funds and to demonstrate the Grantee’s compliance with the terms of this Agreement. In addition, the Grantee agrees to permit representatives of the National Trust, with reasonable notice, to inspect the Project. The Grantee agrees to maintain complete books and records of revenues and expenditures relating to the Grant, together with appropriate supporting documentation, for at least four (4) years. The Grantee agrees to make these books and records available for inspection at reasonable times if deemed necessary by the National Trust

11. Funding Conditions. This Grant is funded through a grant from the Getty Foundation (the “Getty”) to the National Trust. The Grantee agrees to comply with all applicable terms and conditions of the Getty’s award including, but not limited to: (a) maintaining adequate financial records consistent with generally accepted accounting practices for the period specified above; (b) returning to the National Trust any portion of the Grant Funds, and interest thereon, which are not used for the Project; and (c) allowing the Getty, at its discretion, to publish information regarding this Grant and the Grantee.

As a condition of grant funding, the Grantee and its staff/volunteer representatives and selected consulting firm will be required to attend a Conserving Black Modernism training/convening hosted by the Getty and the AACAHF in Los Angeles, California in March of 2024. The Grantee will receive a stipend of \$2,600 to cover travel expenses for the event. Additional information on this requirement will be provided to the Grantee by early fall of 2023.

12. Representations and Warranties. The Grantee represents and warrants that:

- a.** It is a 501(c)(3) nonprofit corporation in good standing or a public agency.
- b.** If it has previously received financial assistance from the National Trust, all prior grant requirements were satisfied or are current as of the date of this Agreement.
- c.** With respect to the Grant Materials, (i) the Grantee is solely responsible for the creation of the Grant Materials; (ii) the Grant Materials are original and have never been published (except for material subject to copyright for which the Grantee has obtained permission to use); (iii) the Grantee has not previously assigned, pledged, encumbered, or authorized their publication in a manner that conflicts with this Agreement; (iv) the use of the Grant Materials will not infringe upon any copyright, trademark, or other proprietary rights, violate any right of privacy, or contain libelous material; and (v) the Grant Materials contain only information and data that is true and accurate to the best of the Grantee's knowledge, belief, and expertise.
- d.** The representative executing this Agreement has the power and authority to bind the Grantee to the terms of this Agreement and to convey the rights granted to the National Trust.
- e.** The representations and warranties of this paragraph shall survive the termination or expiration of this Agreement and remain in full force and effect.

13. Indemnification. The Grantee shall defend, indemnify, and hold harmless the National Trust and its respective officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) based upon or arising out of any act, omission, negligence, misconduct, and/or breach of this Agreement by the Grantee, its officers, directors, employees, or agents, while engaged in the performance of this Agreement and/or in carrying out the Project. The provisions of this paragraph shall survive the termination or expiration of this Agreement and remain in full force and effect.

14. Lobbying and Political Activities. No part of the Grant will be used for lobbying activities or to participate in any political campaign in support of or in opposition to any candidate for public office.

15. Equal Opportunity. The Grantee agrees not to discriminate against any employee or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation or veteran status.

16. Change in Status. The Grantee shall notify the National Trust immediately of any change in: (a) the Grantee's tax-exempt status or (b) the Grantee's executive staff or key staff responsible for the Project.

17. Requirement to Return Grant Funds. The Grantee agrees to return the Grant Funds if the Grantee: (1) fails to complete the Project as described in the application; (2) fails to complete the Project by the End Date; (3) fails to obtain the National Trust's written approval prior to making a material change to the Project; or (4) fails to submit the final report within thirty (30) days of the End Date. The Grantee agrees to return the Grant Funds to the National Trust no later than thirty (30) days after receipt of notice from the National Trust.

18. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the Grant and cannot be amended without the mutual written agreement of the parties. This Agreement cannot be assigned by the Grantee without the National Trust's prior written approval. This Agreement is made in and will be governed by the laws of the District of Columbia.

Please sign and return this Agreement to the National Trust as soon as possible by uploading the signed document to the Grantee's existing account in the online grants portal: <http://www.grantinterface.com/Home/Logon?urlkey=nthp>.

Please contact actionfundgrants@savingplaces.org for any additional assistance.

Remainder of page intentionally left blank.

We are delighted that your Project has been selected to receive an African American Cultural Heritage Action Fund Conserving Black Modernism grant, and we look forward to continuing to work with you to ensure that our nation's rich heritage is preserved for the benefit and enjoyment of present and future generations.

Sincerely,



Brent Leggs
Executive Director, AACHAF
Senior Vice President
National Trust for Historic Preservation

AGREED AND ACCEPTED BY:

City of Carson, California

By: _____

Name: _____

Title: _____

Date: _____