

Department of Public Works

Bureau of Engineering
Report No. 1

October 9, 2024
CD No. 14

EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES-BUREAU OF ENGINEERING, THE STATE OF CALIFORNIA NATURAL RESOURCE AGENCY, AND THE CHINESE AMERICAN MUSEUM FOR THE CITY OF LOS ANGELES TO ACT AS THE GRANTEE AND PASS-THROUGH-ENTITY FOR THE CALIFORNIA NATURAL RESOURCE AGENCY PASS THROUGH GRANT (WORK ORDER No. E1909203)

RECOMMENDING THE BOARD OF PUBLIC WORKS:

AUTHORIZE the City Engineer or designee, relative to the disposition of the California Natural Resource Agency (CNRA) State Specified Grant to:

- a) FINALIZE and EXECUTE a grant agreement with the CNRA to administer the State Specified Grant Project and submit all documents, including the Project Information package to the CNRA.
- b) NEGOTIATE and EXECUTE a Memorandum of Understanding (MOU) and if required, future MOU amendments with the Chinese American Museum (CAM) in accordance with the terms substantially similar to those set forth in the aforementioned grant agreement.

TRANSMITTALS

1. Council File No. 22-0141.
2. Draft MOU between the Bureau of Engineering (BOE) and the CAM.
3. Grant Agreement terms between the CNRA and the City of Los Angeles (City).
4. Council Office email of support

DISCUSSION

Background

In mid-November 2021, the CNRA notified the City that State-specified funds were approved for five Los Angeles community-based organizational projects through the Fiscal Year 2021-22 California State budget process. While the City is designated as the grantee and pass-through administrator of these grant funds, the funds are intended for the benefit and use by the organizations identified in the State budget process, as approved by City Council on March 11, 2022 (Transmittal No. 1).

The CAM, the recipient of the State funds that this Board Report addresses, is one of the five organizations approved for the special funds. The CAM is dedicated to the history and experiences of Chinese Americans in the state of California, the first such museum in California. They present exhibits of fine art by Chinese American artists as well as historical exhibits to help foster a deeper understanding of, and appreciation for, America's diverse heritage by researching, preserving and sharing the history, rich cultural legacy, and continued contributions of Chinese Americans.

Symbolically the museum is housed in the oldest and last surviving structure of Los Angeles' original Chinatown, the Garnier Building, embodying a cultural and physical link to the past, as well as a promising point of entry for the City's multicultural future. The museum is seeking to develop a new Unity Garden with the overall theme representing a "workers garden" reflective of the Chinese American immigrant's experience during the second half of the 19th century. This aesthetic will center on a large memorial wall consisting of traditional materials (brick and stone) used during that period, including ornaments and treatments to represent other cultural relationships, including those to Indigenous Americans.

City Engineer's Recommendation

The CAM will be solely responsible for the construction services provided for this project. The BOE will act as the pass-through entity and recommends implementing the Grant Agreement and completing the MOU for the project.

The CAM has provided a project cost estimate for the work. Included in the estimate are the non-construction costs for the CAM of \$275,000 for a total project estimate of \$2,000,000, as noted in the draft MOU (Transmittal No. 2). The proposed construction cost estimate is \$1,525,000, with a contingency of \$200,000, for a total construction budget of \$1,725,000 (Transmittal No. 2 and Transmittal No. 3 Exhibit 1-A).

FISCAL IMPACT STATEMENT

The City bears the responsibility of supervising and distributing the allocated funds from the State and is accountable for the expenditures incurred by City staff in the process of approving and disbursing the funds from the pass-through grant.

The City assumes accountability for the funds of the pass-through grant project and is committed to the completion of the project. Any additional costs accrued beyond the allocated funding shall be reimbursed to the City by the CAM as agreed upon in the MOU (Transmittal No. 2). Councilmember Kevin De Leon's office has expressed support for the project (Transmittal No. 4).

STATUS OF FUNDING

The funding for this project comes from the CNRA grant that will be transferred to the BOE Special Fund.

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Council Resolution No. 22-0141 (Transmittal No. 1) was adopted by the City Council on March 11, 2022, approving the acceptance of general fund-specified grant funds. Further coordination from the State and the Public Works Office of Accounting will be needed to complete the transfer of the approved \$2,000,000 from the CNRA grant fund to the City.

The \$2,000,000 grant funding will be appropriated in the BOE Special Fund 682, Department 50, new account titled "Chinese American Museum Renovation".

The following funding has been verified and approved by the Office of Accounting subject to the conditions described above:

Fund Name/ Fund No.	Contract	Construction Contingencies	Total Budget
682/50/TBD*	\$1,800,000	\$200,000	\$2,000,000
Total	\$1,800,000	\$200,000	\$2,000,000

*To be Determined

(SF RMK DW)

Report reviewed by:

BOE (ADM)

Report prepared by:

Architectural Division

Steven Fierce A.I.A. Principal Architect
Phone No. (213) 485-4402

SF/JB/07-2024-0110_ARC.pnc

Questions regarding this report
may be referred to:
Jacob Bigler, Civil Engineer Associate
Phone No. (213) 485-1230
Email: jacob.bigler@lacity.org

Respectfully submitted,


ENGINEERING
Electronic Signed by Ted Allen
2024 10 09 10:00 AM

Ted Allen, PE
City Engineer

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES**APPROVING THE ACCEPTANCE OF GENERAL FUND SPECIFIED GRANT FUNDS**

WHEREAS, the California Natural Resources (CNRA) has been delegated the responsibility by the Legislature of the State of California for the administration of various grant projects to the City of Los Angeles, setting up necessary procedures governing the grant award (s); and,

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee's Governing Body to certify, by resolution, the approval of the Project Information Package(s) before submission of said packages to the State; and,

WHEREAS, the Grantee will enter into an agreement with the State of California for the subject project(s) as identified in Attachment B;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Angeles hereby:

1. Approves the acceptance of General Fund allocation for local assistance for the following specified grant projects identified in Attachment B;
2. Certifies that the City of Los Angeles (Grantee) understands the assurances and certification in the Project Information Form; and
3. Certifies that the Grantee will have sufficient funds to develop/complete the projects identified in Attachment B or will secure the resources to do so; and
4. Certifies that the Grantee will comply with the provisions of Section 1771.5 of the California Labor Code.
5. If applicable, certifies that the projects will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained.
6. Certifies that the Grantee has reviewed and understands the General Provisions contained in the Project Agreement shown in the Procedural Guide; and
7. Appoints the Department General Manager, Executive Officer, Assistant General Manager, and Chief Financial Officer, or designee per Attachment B, to conduct all negotiations, execute and submit all documents including, but not limited to Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s),

Approved and adopted the day of , 2022

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of _____.

I CERTIFY THAT THE FOREGOING
RESOLUTION WAS ADOPTED BY THE
COUNCIL OF THE CITY OF LOS ANGELES
AT ITS MEETING OF 3/11/2022
BY A MAJORITY OF ALL ITS MEMBERS

HOLLY L. WOLCOTT, City Clerk



By Maria V. S.
DEPUTY

By: _____

TRANSMITTAL No. 1

State Specified Grant Projects						
Project Name	Location	CD	Grant Amount	Administering Department	Project Type	Project Description
Alliance for Community Empowerment	6925 Canoga Avenue, Canoga Park, CA 91303	3	\$ 500,000	Engineering	Capital Improvements	Retrofit and install an elevator in an existing three-story building and update the site for necessary ADA access requirements.
Chinese American Museum – Unity Garden	425 N. Los Angeles Street, Los Angeles, CA 90012	1	\$2,000,000	Engineering	Capital/New Construction	Planning, design, construction and installation of a unity garden to commemorate the 1871 Chinatown massacre.
Discovery Cube Los Angeles	11800 Foothill Blvd., Sylmar, CA 91342	7	\$2,600,000	Sanitation	Operating, debt repayment	Support for general operating expenses and repayment of debt.
Little Tokyo Service Center – Terasaki Budokan	231 E. Third Street, Los Angeles, CA 90013	14	\$ 300,000	Cultural Affairs	Operating/Program	Support and enhance Terasaki Budokan community service projects: Mi Casa Little Tokyo, Far East Lounge, Play Little Tokyo, Hoops Over Hate and other athletic programs for children, youth and seniors.
YMCA – Weingart East Los Angeles Community Development Center	2900 Whittier Blvd. Angeles, CA 90023	14	\$ 500,000	Community Investment in Families	Capital/Renovation	Renovate an existing facility into a multi-purpose community development center to accommodate current potential YMCA members.
			\$5,900,000			

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE**

CITY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

**BUREAU OF ENGINEERING
AND THE
CHINESE AMERICAN MUSEUM (CAM)**

**GRANTEE AND PASS-THROUGH-ENTITY FOR CALIFORNIA
NATURAL RESOURCES AGENCY STATE SPECIFIED GRANT
PROJECT FOR THE CHINESE AMERICAN MUSEUM (CAM)**

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THIS MEMORANDUM OF UNDERSTANDING IS BETWEEN THE CITY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS, BUREAU OF ENGINEERING AND THE CHINESE AMERICAN MUSEUM (CAM) FOR GRANTEE AND PASS-THROUGH-ENTITY FOR CALIFORNIA NATURAL RESOURCES AGENCY STATE SPECIFIED GRANT PROJECT FOR CHINESE AMERICAN MUSEUM

RECITALS

WHEREAS, the State of California Natural Resources Agency (CNRA) has been delegated the responsibility by the Legislature of the State of California for the administration of various grant projects to the City of Los Angeles (City), setting up necessary procedures governing the grant award (s); and,

WHEREAS, the CNRA notified the City of Los Angeles in November 2021 that State specified funds were approved for five (5) Los Angeles community based organizational projects through Fiscal Year 2021-22 California State Budget Process; and,

WHEREAS, the Los Angeles City Council with the approval of the Mayor, relative to the disposition of the Specified Grant Project for the Chinese American Museum (CAM), has directed and authorized the Executive Director of the Bureau of Engineering, or designee, to:

- a.** Negotiate and execute a grant agreement with the CNRA to administer the State Specified Grant Project and submit all documents, including the Project Information Package, to the CNRA;
- b.** Establish a separate fund and accept and disburse the grant funds in the amount of \$2,000,000; and,
- c.** Negotiate and execute a contract or contract amendment with the CAM in accordance with terms substantially similar to those set forth in the aforementioned grant agreement;

WHEREAS, the City is designated as the grantee and pass-through administrator of these grant funds, the funds are intended to fund construction costs that are vital to the completion of the project scope for the Chinese American Museum. Costs will include non-construction such as planning, design, and permitting & construction costs.

NOW, THEREFORE, the Bureau of Engineering (BOE) and CAM do hereby agree as follows:

ARTICLE 1 - SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of this MEMORANDUM OF UNDERSTANDING.

ARTICLE 2 – TERMS AND CONDITIONS

Section 2.1 Definitions

1. The term "Act" means Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)
2. The term “Agreement” means this MOU.
3. The term “Application” means the Project Information Package and any applicable materials supplied by CAM to the State pursuant to the Application Guidelines.
4. The term “Application Guidelines” means the Procedural Guide for General Fund Specified Development and Acquisition Grant Projects.
5. The term “Development” means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
6. The term “Fair Market Value” means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
7. The term “Grant” or “Grant Funds” means the money provided by the CNRA to the City of LA.
8. The term “Grant Agreement” means a contractual arrangement between the State and City of LA specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period in Exhibit A.
9. The term “Payment Request Form” means Form RA212 in Exhibit B.
10. The term "Project" means the activity described in the Application as modified by Exhibit A to be accomplished with grant funds.
11. The term “Project Budget” means the State approved cost estimate included as Exhibit A.

12. The term "Project Scope" means the description or activity for work to be accomplished by the project.
13. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

Section 2.2 Standard Provisions

CAM agrees to comply with the provisions outlined in the City of Los Angeles's (the City) "Standard Provisions for City Contracts", which are incorporated herein by reference. CAM is responsible for completing and submitting all documentation as requested by the City. In the event of an inconsistency between any of the provisions of this MOU and/or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. Paragraphs set forth in this MOU;
2. Standard Provisions for City Contracts (Rev. 9/22) [v.1].

Section 2.3 Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the City a sum of money (Grant Funds) not to exceed the amount stated in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in the Agreement and its attachments and under the Terms and Conditions set forth in the Grant Agreement.
2. CAM agrees to cooperate with Grantee in adhering to all terms in the Grant Agreement, which is attached hereto and incorporated by reference, and shall complete the project consistent with and in furtherance of that Grant Agreement.
3. CAM shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of the Grant Agreement and this MOU. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026.**
4. CAM certifies that the scope of work does and will continue to comply with all current laws and regulations which apply to the project identified in Exhibit A, including but not limited to, environmental laws, health and safety codes, and disabled access laws.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance. If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code (Labor Code section 1720 et seq.), then:
 - a. The Labor Code of the State of California, as relating to Public Works wages as, as applicable, require CAM to pay not less than the “General Prevailing Wage Rates” to all workers employed in the execution of the Agreement and CAM to post a copy of the “General Prevailing Wage Rates” at the job site, in a conspicuous place available to all employees and applicants for employment.
 - b. The “General Prevailing Wage Rates” shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of those rates are on file in the Office of Contract Compliance, Bureau of Contract Administration, (213) 473-2168.
 - c. Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, California, 94142; Telephone # (415) 703-4774, Fax (415) 703-4771.
 - d. CAM shall submit certified payroll records to the Office of Contract Compliance on a weekly basis using the City’s On-Line Certified Payroll System (OCPS) throughout the project, until completion of the project.
6. Prior to the commencement of any work, CAM agrees to submit in writing to BOE for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the needs cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to BOE, who will submit the alteration to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
7. CAM certifies the corporation is qualified under Section 501(c) (3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General’s Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of the MOU and Grant Agreement.

Section 2.4 Project Cost

1. Unless otherwise agreed upon, Grant Funds provided to CAM under this MOU will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed \$2,000,000.

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Exhibit A-1: Cost Estimate City of Los Angeles				GF2134-0 Chinese American Utility Garden
Project Elements			Total Cost*	General Fund Grant
NON-CONSTRUCTION				
1	Planning, Design, and Permitting			
1.1	Project manager		\$ 85,000.00	\$ 85,000.00
1.2	Landscape Designer		\$ 180,000.00	\$ 180,000.00
1.3	Permitting		\$ 10,000.00	\$ 10,000.00
	Subtotal			\$ 275,000.00
	TOTAL NON-CONSTRUCTION		\$ 275,000.00	\$ 275,000.00
CONSTRUCTION				
2	Construction			
2.1	Contractor Management		\$ 60,880.00	\$ 60,880.00
2.2	Demo/Grading		\$ 70,000.00	\$ 70,000.00
2.3	Electrical/utilities		\$ 141,000.00	\$ 141,000.00
2.4	Paving		\$ 93,920.00	\$ 93,920.00
2.5	Wall / Fences		\$ 290,600.00	\$ 290,600.00
2.6	Planting		\$ 36,400.00	\$ 36,400.00
2.7	Site Amenities		\$ 234,000.00	\$ 234,000.00
2.8	Construction Fabrication		\$ 520,000.00	\$ 520,000.00
2.9	Architectural Elements		\$ 78,200.00	\$ 78,200.00
	TOTAL CONSTRUCTION		\$ 1,525,000.00	\$ 1,525,000.00
3	Contingency (not to exceed 10% of grant)		\$ 200,000.00	\$ 200,000.00
	PROJECT TOTAL		\$ 2,000,000.00	\$ 2,000,000.00

2. Approved costs attributed to the project. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
3. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from CAM found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
4. Advance payments may be made at the discretion of the State and BOE.
5. All advanced funds provided to CAM must be deposited into a separate account that is FDIC insured. Reconciliation must be completed before a subsequent advance will be approved and distributed.
6. Overhead costs are generally limited to a maximum of 15% of total direct costs.
7. CAM to provide BOE a Payment Milestone Chart and Schedule of Work showing all work breakdown including milestones, and construction progress will be validated via photos from the contractor or construction manager during construction. The City of Los Angeles shall reimburse such construction costs and expenses according to the payment milestones calendar provided. If any changes requested by CAM are anticipated to increase the cost of constructing the project from the Cost Estimate proposed, CAM shall obtain BOE's written approval of the amount of said anticipated increase cost prior to commencing work on such changes.
8. CAM is to diligently manage construction expenditures, ensuring strict adherence to the allocated \$2,000,000 funding from the State. The city shall not be held accountable for any supplementary costs. In the event that the city disburses additional funds beyond the designated amount for project completion, CAM shall reimburse the city for such incurred expenses.

Section 2.5 Project Administration

1. CAM shall promptly provide project reports upon request by the State and/or BOE. In any event CAM shall provide BOE a report showing total final project expenditures with the final payment request and required closing documents.
2. CAM shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. If Grant Funds are advanced, BOE shall place these Funds in a separate account, setting up and identifying such accounts prior to the advance. Any overpayment of Grant Funds in

excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page of the Grant Agreement, whichever is earlier.

4. CAM shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within one hundred and twenty (120) days of project completion, but in no event any later than **March 1, 2026**.
5. Final payment is contingent upon State verification that the project is consistent with project scope as described in Exhibit A, together with any State approved amendments.
6. This MOU may be amended by mutual agreement in writing between BOE and CAM. Any request for amendments must be in writing stating the amendment request and reason for the request. CAM shall make requests in a timely manner and in no event less than one hundred and twenty (120) days before the effective date of the proposed amendment.
7. BOE has the right to set a designee approved by the appointed Department General Manager, Executive Officer or Assistant General Manager to conduct all negotiations, execute and submit all documents including, but not limited to Project Information Form, agreements, payment requests and so on for this project.

Section 2.6 Financial Records and Audit Requirements

1. CAM shall maintain satisfactory financial accounts, documents, and records for the project and to make them available to BOE for State for auditing at reasonable times. CAM shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. CAM agrees that during regular office hours, BOE and/or the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports pertaining to this MOU or matters related thereto. CAM shall maintain and make available for inspection by BOE and/or the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. CAM shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by BOE and the State.
4. This project is subject to audit by the State annually and for three (3) years following the final payment of funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were disbursed.

Section 2.7 Representatives of the Parties of this MOU

The representatives of the respective parties are authorized to administer this MOU, and to whom formal notices, demands, requests and communications shall be given are as follows:

For BOE:

Ted Allen, City Engineer

1149 S. Broadway, 7th Floor

Los Angeles, CA 90015

(213) 845-4915

For CAM:

_____, Chief Executive Officer

Address

City

Telephone

ARTICLE 3 - BILLING AND PAYMENT DOCUMENTATION

1. All payment requests must be submitted using a completed Payment Request Form as shown in Exhibit B. Exhibit B includes the following forms: 1) Payment Request Form Summary, 2) Project Expenditure Form and 3) Repayment of Debt Service Form. These forms include an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
2. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform BOE and hold the payment request until all required information is received or corrected. Any penalties imposed on CAM by a contractor, or other consequence, because of delays in payment will be paid by CAM and is not reimbursable under this MOU.
3. Grant funds in this award have a limited period in which they must be expended. CAM expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in Exhibit A.
4. Except as otherwise provided herein, CAM shall expend grant funds in the manner described in Section 2.4 as approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, CAM shall notify BOE in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. BOE will then notify the State. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.
5. CAM shall submit detailed progress reports every quarter to BOE until the completion of the project.
6. CAM shall submit requests for advance payments, in the amounts for the corresponding disbursements reflected in the chart below.

PAYMENT SCHEDULE	AMOUNT
First Advancement	\$600,000
Second Advancement	\$400,000

Third Advancement	\$400,000
Fourth Advancement	\$400,000
Final Payment	\$200,000
GRAND TOTAL	\$2,000,000

7. Subsequent advances will only be approved once acceptable documentation of proof of payment for allowable expenses for the previous advancement have been approved.
8. BOE will submit all required documentation to the State in accordance with the existing Grant Agreement and will not disperse any funds to CAM until those funds have been received from the State. This includes the Final Payment which must be approved by the State prior to disbursement of funds.
9. The City may unilaterally withhold or reduce the payments to CAM if CAM fails to comply with the provisions of this MOU.

ARTICLE 4 – MODIFICATIONS

- A. Except as otherwise provided herein, this MOU may be altered, modified or amended only in writing, and executed by the parties hereto.
- B. This MOU contains the full and complete agreement between BOE and CAM. No verbal agreement or conversation with any officer or employee of the parties shall affect or modify any of the terms and conditions of the MOU.

ARTICLE 5 - INDEMNIFICATION

Except for the active negligence or willful misconduct of the City, including BOE, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CAM undertakes and agrees to defend, indemnify and hold harmless the City, including BOE and any of its Officers, Agents Employees, Assigns, and Successors in Interest 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, including BOE, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CAM'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 the MOU by CAM or its subcontractors of any tier.

The requirements that CAM indemnify, hold harmless, and defend the City as described above shall also extend to the indemnification of the State as set forth in the Grant Agreement.

Rights and remedies available to the BOE under this provision are cumulative of those provided for elsewhere in this MOU and those allowed under the laws of the United States, the State of California, and the City. The provisions of this paragraph survive expiration or termination of the MOU.

ARTICLE 6 - INSURANCE

During the term of this MOU and without limiting CAM's indemnification of the City, CAM shall provide and maintain at its own expense during the term of this MOU a program of insurance having the coverage and limits customarily carried and actually arranged by CAM but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT B, and which can also be found at the City Administrative Officer website: https://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf, in the form Instructions and Information on Complying with City Insurance Requirements, rev 05/18, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. DCLA shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto.

ARTICLE 7 - NON-PERFORMANCE

In the event either Party has not carried out its obligations under any aspect of this MOU, the non-defaulting Party shall give notice in writing to the other party of the non-performance. The written notification shall outline acceptable options for correction of the non-performance issue. If the default is not remedied within 10 business days, or an alternative timetable mutually agreed to in writing by both parties, then the non-defaulting party may exercise its remedies under applicable laws.

ARTICLE 8 - SEVERABILITY

Should any portion of this MOU be determined to be void or unenforceable, such shall be severed from the whole and the MOU will continue as modified.

ARTICLE 9 – PROJECT MOU TERMINATION

1. Prior to the completion of Project either party may terminate this Agreement by providing the other party with ninety (90) days' written notice of such termination. The State may also terminate the Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by which affects performance of this or any other grant agreement or contract entered into with the State. If the State terminates the Grant Agreement, this MOU will subsequently be terminated.

2. If the State terminates, without cause, the Grant Agreement prior to the end of the Project Performance Period, BOE shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If CAM fails to complete the project in accordance with this MOU, or fails to fulfill any other obligations of this MOU prior to the termination date, CAM shall be liable for immediate repayment to BOE of all amounts disbursed by the State under this MOU, plus any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State or BOE for breach of this Agreement.
4. Failure by CAM to comply with the terms of this MOU or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of CAM to comply with the terms of this MOU shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of BOE. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this MOU.
6. Because the benefit to be derived by the State, from the full compliance by CAM with the terms of this MOU, is for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of the Agreement, the CAM agrees that payment by CAM to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by CAM of this MOU. CAM further agrees therefore, that the appropriate remedy in the event of a breach by CAM of this MOU shall be the specific performance of this MOU, unless otherwise agreed to by the State.
7. Within 30 days of receiving written notice of termination, CAM and BOE are obligated to work together to develop a written "Termination Plan" acceptable to the non-terminating party. This Termination Plan shall establish a reasonable and cost-effective manner for fulfilling any programs already booked by CAM. Both parties agree to cooperate to develop and implement the Termination Plan in a manner that preserves the quality of the program and the reputation of the parties.

ARTICLE 10 - ENTIRE MEMORANDUM OF UNDERSTANDING

This MOU contains all of the agreements, representations, and understandings of the parties hereto and supersedes any previous understandings, proposals, commitments or agreements, whether oral or written, and may be modified or amended only as hereinbefore provided.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this MOU (AGREEMENT) on the day and year written below:

APPROVED AS TO FORM:
HYDEE FELSTEIN SOTO
City Attorney

FOR THE CITY OF LOS ANGELES
APPROVED AND AGREED TO:

By: _____
Deputy City Attorney

By: _____
Board of Public Works Commissioner

Date: _____

By: _____
Board of Public Works Commissioner

ATTEST:
HOLLY L. WOLCOTT
City Clerk

Date: _____

By: _____
Deputy City Clerk

Date: _____

FOR THE GRANTEE:
CHINESE AMERICAN MUSEUM (CAM)
APPROVED AND AGREED TO:

By*: _____

Print Name: _____

Print Title: _____

Date: _____

By**: _____

Print Name: _____

Print Title: _____

Date: _____

NOTE: If the GRANTEE is a corporation, two signatures are required.

*The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

City Business License: # _____

Internal Revenue Service Taxpayers I.D. # _____

Council File # _____

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY

GRANT AGREEMENT

GRANTEE NAME: City of Los Angeles

PROJECT TITLE: Chinese American Museum (CAM)

AGREEMENT NUMBER: GF2134-0

AUTHORITY: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

PROGRAM: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Project to fund capital improvements in the Alliance for Community Empowerment building, a nonprofit organization in West San Fernando Valley that assists individuals whose lives have been impacted by trauma and poverty. The improvements will enhance American Disability Act and COVID-19 recovery guideline compliance.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

Grant funds are to be used in accordance with the provisions contained in the Procedural Guide for General Fund Specified Pass-Through Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. If the Project includes Development activities, Grantee shall ensure the Project will be operated and maintained for a minimum of 20 years satisfactory to the Grantee for all property to be improved under this Agreement.

General Provisions

A. Definitions

1. The term "Act" means the Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021).

2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Procedural Guidelines" means the Procedural Guide for General Fund Specified Pass-Through Grant Projects.
5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal.
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
9. The term "Grantee" means an entity who has a signed agreement for Grant Funds.
10. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
11. The term "Advance Payment Request Form" means Form RA212-A. The term "Advance Reconciliation Form" means Form RA213.
12. The term "Project" means the activity to be accomplished with Grant Funds described in the Project Description
13. The term "Project Scope" means the description or activity for work to be accomplished by the Project.
14. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
15. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description in this Agreement and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall ensure any and all additional funds that may be necessary to complete the Project are or will be available.
3. Grantee shall ensure the Project is completed within the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**.
4. Grantee shall ensure the Project will comply with all current laws and regulations which apply to the Project.
5. Grantee shall arrange for access by the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project scope, including a final inspection upon Project completion.
6. Grantee agrees to comply with or ensure compliance with all applicable state and local laws or ordinances that apply to relocation and real property acquisition by Public Agencies.

C. Project Costs

1. Requests for advance payment of Grant Funds must be submitted via a completed Advance Payment Request Form, but shall not exceed, in any event, ninety percent (90%) of the amount set forth on the signature page of this Agreement. The remaining ten percent (10%) of the grant will be issued as a final payment upon completion of the Project.
2. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
3. Advance Reconciliation Documentation:
 - a. Grantee must submit documentation reconciling advanced funds expended no less than quarterly.
 - b. Reconciliation documentation must be submitted using a completed Advance Reconciliation Form accompanied by an itemized list of all expenditures. Each reconciliation must also include proof of payment such as receipts, paid invoices, canceled checks, or other forms of documentation demonstrating payment has been made.
 - c. Any reconciliation submitted without the required itemization and documentation will not be accepted. If the reconciliation package is incomplete, inadequate, or inaccurate, the State will inform the Grantee. The Project will not be deemed complete and the final ten percent (10%) of Grant Funds will not be released until all required reconciliation information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

4. Grant Funds have a limited period in which they must be expended. Expenditures funded by Grant Funds must occur within the time frame of the Project Performance Period as indicated in this Agreement.
5. The State reserves the right to request reimbursement of any funds spent on the Project if the Project is not completed in accordance with the Grant Agreement and the Grant Procedural Guidelines.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures and required closing documents before the final ten percent (10%) of the grant amount will be released
2. Grantee shall ensure property and facilities acquired or developed pursuant to this Agreement will be made available for inspection upon request by the State.
3. Grantee shall require any income earned from the use of the Project be used to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Advanced Grant Funds shall be placed in a separate account. Grantee shall set up and identify such account prior to the advance. Public grantees may deposit the Funds into their treasuries. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final Project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project Performance Period as shown on the signature page, whichever is earlier.
5. Grantee shall submit all documentation for Project completion, including a notice of completion, as applicable, within ninety (90) days of Project completion, but in no event any later than **March 1, 2026**.
6. Release of the final ten percent (10%) of Grant Funds is contingent upon Grantee's written verification that Grant Funds have been used for a public purpose and such use is consistent with the Project scope, together with any State-approved amendments.
7. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
8. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. All funding is contingent upon appropriation. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee

which affects performance of this, or any other grant agreement or contract entered into with the State.

2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State shall consider extenuating circumstances and not require repayment for Project work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify or cause to be indemnified, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items

to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. Grantee shall ensure that use of the property is for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property.
2. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and

harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

The Procedural Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy

sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

General Fund Specified Grant FY 2024

Grantee Name: City of Los Angeles
Project Title: Chinese American Unity Garden
Agreement Number: GF2116-0

Project Scope:

Project is to develop a new Unity Garden at the Chinese American Museum of Art. The overall theme of the garden is to represent a "workers garden," reflective of the Chinese American immigrant experience during the second half of the 19th century. This aesthetic will center on a large memorial wall consisting of traditional materials (brick, stone) used during that period, including ornament and treatments to represent other cultural relationships, including those to Indigenous Americans. Additional elements include potted plants, hanging lights, small statuary, a small fountain, and Culturally Significant plantings of Indigenous Americans and Traditional Chinese Medicinal plants.

The garden will exist within the existing El Pueblo de Los Angeles walls and fences surrounding the site. The garden covers approximately 1800 square feet with an adjacent covered transition space of 970 sf that connects to the museum.

Project elements funded by General Fund Grant:

- Site Demolition
- Removal of 4 London Plane Trees
- Removal of Concrete Paving (approximately 500 SF)
- Removal of Gravel (approximately 14 CY)
- Minor regrading of site
- Installation of site drainage
- Installation of lighting and electrical
- Installation of data and a/v system
- Installation of small sculpture /statuary
- Installation of site furnishings
- Installation of
 - One (1) Specimen Tree
 - Two (2) 36" wide decorative steel pedestrian gates
 - One (1) 7' high x 11' rolling sliding wood gate with decorative relief
 - One (1) Irrigation Controller
 - Three (3) Small Recirculating Fountains
 - One (1) Large 24"x36" Interpretive Sign
 - Five (5) Small 10"x12" Interpretive Signs
 - Thirty (30) 2" x 3" Plant ID Signs
- Installation of approximately
 - 770 SF reclaimed brick paving over concrete subslab
 - 800 SF reclaimed brick paving over sand base
 - 16 LF wood steps
 - 70 LF 7' tall memorial wall with reclaimed stone/brick veneer
 - 40 LF 6.5' tall reclaimed brick veneer Wall
 - 68 LF 18" tall stone veneer planter wall
 - 6 LF 6' tall steel decorative fence
 - 27 LF 42" high ornamental steel handrail

EXHIBIT A

630 SF Shrub and Groundcover Plantings including Culturally Significant plantings of Indigenous Americans and Traditional Chinese Medicinal plants
630 SF drip irrigation system

Public will be able to access the garden during hours of operation via public transportation, automobile, bicycle, or on foot.

Project Schedule:

Activity Description	Timeline
Initiate project and finalize design	Feb. 2024 – May 2024
Prepare construction documents	June 2024 – Sept 2024
Submit final site design/plans/specifications to State and City	Oct 2024 – Dec 2024
Pick up State and City review comments, and obtain permit	Jan 2025 – March 2025
Obtain construction bids	Jan 2025 – March 2025
Start construction	April 2025 – Sept 2025
Final construction inspections	Oct 2025
Submit Project Closeout package with final Payment Request to State	Oct 2025 - Feb 2026
Project expanded completion date	March 1, 2026

Cost Estimate: See Exhibit A-1

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Exhibit A-1: Cost Estimate City of Los Angeles				GF2134-0 Chinese American Utility Garden
Project Elements			Total Cost*	General Fund Grant
NON-CONSTRUCTION				
1	Planning, Design, and Permitting			
1.1	Project manager	\$	85,000.00	\$ 85,000.00
1.2	Landscape Designer	\$	180,000.00	\$ 180,000.00
1.3	Permitting	\$	10,000.00	\$ 10,000.00
	Subtotal			\$ 275,000.00
	TOTAL NON-CONSTRUCTION	\$	275,000.00	\$ 275,000.00
CONSTRUCTION				
2	Construction			
2.1	Contractor Management	\$	60,880.00	\$ 60,880.00
2.2	Demo/Grading	\$	70,000.00	\$ 70,000.00
2.3	Electrical/utilities	\$	141,000.00	\$ 141,000.00
2.4	Paving	\$	93,920.00	\$ 93,920.00
2.5	Wall / Fences	\$	290,600.00	\$ 290,600.00
2.6	Planting	\$	36,400.00	\$ 36,400.00
2.7	Site Amenities	\$	234,000.00	\$ 234,000.00
2.8	Construction Fabrication	\$	520,000.00	\$ 520,000.00
2.9	Architectural Elements	\$	78,200.00	\$ 78,200.00
	TOTAL CONSTRUCTION	\$	1,525,000.00	\$ 1,525,000.00
3	Contingency (not to exceed 10% of grant)	\$	200,000.00	\$ 200,000.00
	PROJECT TOTAL	\$	2,000,000.00	\$ 2,000,000.00

**Jacob Bigler** <jacob.bigler@lacity.org>

CAM Project

1 message

Nate Hayward <nate.hayward@lacity.org>

Wed, Jun 12, 2024 at 6:56 PM

To: Jacob Bigler <jacob.bigler@lacity.org>, Roberto Perez <roberto.o.perez@lacity.org>

Hi Jacob,

Thanks for the meeting today! Just wanted to confirm that our office is supportive of moving this project forward. Please let me know if there's anything else you need from us. Thanks!

Nate Hayward

Deputy Chief of Staff

Office of Councilmember Kevin de León

[200 N. Spring Street, Suite 425](#)[Los Angeles, CA 90012](#)

cell: (323) 383-4906

e-mail: nate.hayward@lacity.org

TRANSMITTAL No. 4