

## AGREEMENT OF COLLABORATION

This Agreement of Collaboration (“Agreement”) is made and entered into as of this 6<sup>th</sup> day of May, 2021, by and between the City of Los Angeles (the “City”), Office of Historic Resources, Department of City Planning (“OHR”) with its principal place of business at 221 N. Figueroa St., Suite 1350, Los Angeles, California 90012, hereby represented by its Chief Management Analyst, Raoul Mendoza, and The J. Paul Getty Trust, a California charitable trust, operating and doing business as the Getty Conservation Institute (collectively, the “Getty”), with its principal place of business at 1200 Getty Center Drive, Los Angeles, California 90049, hereby represented by its John E. and Louise Bryson Director, Timothy P. Whalen, (OHR and Getty are hereafter collectively referred to as the “Parties”) regarding Los Angeles African American Historic Places (“LAAHP” or the “Project”).

### 1. Preamble

OHR manages the City's historic resource inventory, HistoricPlacesLA, which includes the findings from SurveyLA, Los Angeles's first-ever citywide survey of its historic resources. It serves as the professional staff for the City's Cultural Heritage Commission, oversees the City's 35 Historic Preservation Overlay Zones (HPOZs), or local historic districts, and administers the Mills Act Historical Property Contract Program.

The Getty Conservation Institute (“GCI”) is a program of The J. Paul Getty Trust, an international cultural and philanthropic organization devoted to visual arts and the humanities that includes an art museum as well as programs for scholarship and education. The GCI works to advance conservation practice in the visual arts, broadly interpreted to include objects, collections, architecture, and sites. It serves the conservation community through scientific research, education and training, model field projects, and the broad dissemination of the results of both its own work and the work of others in the field. In all its endeavors, the GCI focuses on the creation and dissemination of knowledge that will benefit the professionals and organizations responsible for the conservation of the world’s cultural heritage.

### 2. Scope

2.1 The objective of this Agreement is to establish a framework of cooperation for LAAHP, which aims to:

- advance outcomes of SurveyLA;
- advance the recognition, understanding, protection, designation, conservation and celebration of the African American heritage of Los Angeles;
- understand how the historic presentation processes and associated policies may be contributing to racism and identify where these can be rethought to ensure they support efforts to enhance equity within the planning and preservation work of the City;
- contribute to broader reform of the historic preservation planning framework at local government and city level and provide a potential model for future initiatives related to equity in historic preservation and other context areas related to specific communities in Los Angeles; and

- provide new models for future work for the recognition, protection and conservation of marginalized heritages for the City and that can be shared with other organizations.

## 2.2 Project outcomes shall include:

2.2.1 Long term: Improved historic preservation processes and practices that recognize the diverse heritages and appropriate measures to identify and manage them.

2.2.2 Medium term: The African American heritage of Los Angeles is understood, recognized, protected and celebrated by actions such as:

- a. Citywide outreach and refinements to context statement.
- b. Official historic designation of up to ten (10) historic places by the City.
- c. Development of up to three (3) cultural heritage strategies/plans that help manage, preserve, interpret, and celebrate the tangible and intangible heritage of historically African American neighborhoods.
- d. The development of appropriate tools, practices and policies that provide for diverse heritages and adopt equitable and inclusive processes.

## 2.2.3 Short term:

- a. Meeting with African American advisors/leaders to discuss priorities and opportunities to advance this work.
- b. An evaluation of tools and the associated processes in city heritage management and their efficacy in addressing racial equity and social justice and potential revisions to processes and practices to meet emerging diversity, equity and inclusion (“DEI”).

## 3. Responsibilities of the Parties

The Parties agree to undertake, to the best of their ability, the following activities for the Project:

### 3.1 OHR will:

3.1.1 Provide input on the organization of and co-host a virtual meeting with the Getty (“Meeting #1: Thought Leaders Roundtable”), which was held in December 2020 and convened national and local thought leaders from the urban planning and heritage policy sectors to discuss DEI in preservation policy with the aim of addressing racism and implicit bias. The Parties reviewed, discussed, and jointly agreed upon an outside moderator and participants, objectives, and agenda; issued invitations with the Getty; and provided input on notes prepared by the Getty.

3.1.2 Establish an advisory committee of key African American cultural and community leaders in LA. Organize and host a virtual meeting (“Meeting #2: Advisory Committee Kick-Off Meeting”) to discuss the LAAHP project proposal, developed jointly by the Parties, and priorities and opportunities to advance this work. This advisory committee may provide advice at key stages of the Project, for the duration of the LAAHP, and will:

- a. Identify potential advisory committee members and jointly agree upon final list of members with Getty.

- b. Establish terms of reference, procedures and roles for the advisory committee.
- c. Develop an agenda after discussion and agreement from Getty.
- d. Oversee logistics for Meeting #2: Advisory Committee Kick-Off Meeting and lead discussions.
- e. Follow up and consult with the advisory committee, as needed.

3.1.3 Refine the LAAHP program summary of the project proposal reflecting new input from the advisory committee and finalize the description and parameters of the Project, in collaboration with the Getty.

3.1.4 Identify an in-house team to work with the project leader consultant described in 3.3.1

3.1.5 Provide input and participate in a virtual workshop (“Meeting #3: Toolkit Workshop”) organized by the Getty and composed of national and local professionals to discuss available and potential tools for identifying and managing historic resources to improve racial equity and social justice. Work with the Getty to carry out advance research, jointly agree upon invited participants, and jointly develop the agenda for the workshops. Incorporate mutually agreed-upon existing, modified, or new tools into the LAAHP work and make a good faith effort to adopt for broader use.

3.1.6 Identify consultant(s) to undertake work on 3.3.2, 3.3.3 and 3.3.4, and discuss and jointly agree upon consultant(s) with the Getty. Contract consultant(s) and oversee their work.

- a. Request for proposals (RFP) from consultants will include explicit experience requirements for the types of subconsultants or team members required to carry out the work.
- b. These RFP requirements and the selection of the consultant team(s) shall be mutually agreed upon by OHR and the Getty.

## 3.2 The Getty will:

3.2.1 Organize and co-host a virtual meeting (“Meeting #1: Thought Leaders Roundtable”), which was held in December 2020 and convened national and local thought leaders from the urban planning and heritage policy sectors to discuss DEI in preservation policy with the aim of addressing racism and implicit bias. The Parties reviewed, discussed, and jointly agreed upon an outside moderator and participants, objectives, and agenda; the Getty issued invitations with OHR; and prepared notes with input provided by OHR.

- a. Identify participants and an external moderator (to be discussed and jointly agreed upon with OHR).
- b. Develop objectives and agenda (to be discussed and agreed upon by OHR).
- c. Jointly issue invitations with the OHR.
- d. Provide technical and administrative support for the Meeting #1: Thought Leaders Roundtable including contracting with up to ten (10) participants and one (1) external moderator.
- e. Oversee logistics for Meeting #1: Thought Leaders Roundtable.
- f. Prepare notes and incorporate any review comments from OHR and participants.

3.2.2 Provide input for the organization of and observe Meeting #2: Advisory Committee Kick-Off Meeting with key African American cultural and community leaders to discuss the LAAHP project proposal and priorities and opportunities to advance this work.

3.2.3 Contract with and cover the costs of between 10 and 20 members of the advisory committee to participate in up to ten (10) meetings, including Meeting #2: Advisory Committee Kick-Off Meeting.

3.2.4 Refine LAAHP project summary and finalize the description and parameters of the Project in collaboration with OHR.

3.2.5 Provide financial support to OHR for a full time project leader consultant contracted by the Getty for two (2) years, who will work within OHR.

3.2.6 Discuss and jointly agree upon the RFP experience requirements and the selection of consultant(s) contracted by OHR to undertake to work on 3.3.2, 3.3.3 and 3.3.4.

3.2.7 Organize a virtual workshop (“Meeting #3: Toolkit Workshop”) for national and local professionals to discuss available and potential tools for identifying and managing historic resources to improve racial equity and social justice. The Getty shall:

- a. Develop a research proposal and agenda, through discussion and agreement with the OHR.
- b. Carry out advance research, with input and agreement by OHR.
- c. Identify participants (to be jointly agreed upon with OHR), issue invitations, cover all costs associated with Meeting #3: Toolkit Workshop, and contract with participants.
- d. Oversee logistics for Meeting #3: Toolkit Workshop and lead discussions.
- e. Prepare a report of the outcomes of the meeting, with input from OHR and participants.
- f. Potentially pursue recommendations and priorities resulting from Meeting #3: Toolkit Workshop, related to the development of modifications to existing tools or development of new tools, by developing and implementing a work plan, in collaboration with the OHR and/or other organizations.

3.2.8 Lead the development and writing of a project report detailing outcomes and lessons learned, with input from OHR.

3.2.9 Provide internship opportunities for emerging professionals for the duration of the Project. Interns shall be jointly supervised by Getty and the project leader consultant described in 3.2.5 and 3.3.1.

### **3.3 Jointly, the Parties will:**

3.3.1 Discuss and jointly agree upon the scope of work and responsibilities, qualifications, selection criteria, and selection committee for dedicated project leader consultant at OHR to undertake work on 3.3.2 through 3.3.5, who will be contracted by the Getty but will work within OHR. Getty and OHR will develop and agree upon supervision, reporting structure and other human resource matters.

3.3.2 Conduct outreach and refinements to the existing African American Historic Context statement, and revise and expand the historic context statement to identify additional sub-themes and potential historic resources. Work will be led by OHR and performed by OHR's consultant team, who will include a historian on its team, to refine the historic context statement, with input from the advisory committee and the Getty.

3.3.3 Prepare nominations and advance the adoption of up to ten (10) City Historic-Cultural Monument designations of priority sites identified in the revised and expanded African American Historic Context statement, including the necessary community outreach. Work shall be led by OHR and performed by OHR's consultant team, with input from advisory committee. OHR shall share a list of proposed nominations and agree upon them with Getty before finalizing.

3.3.4 Undertake cultural preservation strategies in up to three (3) historically African American communities, creating a comprehensive neighborhood-based approach to historic preservation, cultural preservation/asset mapping, and cultural heritage interpretation. Work shall be led by OHR and performed by OHR's consultant team, with input from the advisory committee. OHR shall share a list of proposed neighborhoods and agree upon them with Getty before finalizing.

3.3.5 Wrap-up and finalize the Project. Discuss and mutually agree upon the format and content of the project report detailing outcomes and lessons learned, and contribute to the writing of the report. Disseminate project results through other means, such as conference presentations, public lecture programs or training sessions.

#### **4. Financial Considerations**

In consideration for the activities undertaken under this Agreement, the Getty will pay OHR USD \$180,000.00 total to support the activities mentioned above as follows:

- a. USD \$105,000.00 upon Getty's approval of OHR's request for bids language and requirements for consultant(s) proposals for work on 3.3.2 to 3.3.4., and within thirty (30) days of the Getty's receipt of OHR's invoice.
- b. USD \$40,000.00 upon Getty's approval of OHR selected consultant(s) for work on 3.3.2 and 3.3.3., and within thirty (30) days of the Getty's receipt of OHR's invoice
- c. USD \$10,000.00 upon Getty's approval of OHR selected consultant(s) for work on 3.3.4. , and within thirty (30) days of the Getty's receipt of OHR's invoice.
- d. USD \$25,000.00 upon completion and OHR's acceptance of work outlined in section 3.3.2., and within fifteen (15) days of Getty receipt of OHR's invoice.

In order to facilitate prompt payment, OHR shall submit invoices referencing Purchase Order Number 0600036369 to [approprocessing@getty.edu](mailto:approprocessing@getty.edu) with courtesy copy to [LManning@getty.edu](mailto:LManning@getty.edu).

## **5. Term**

The term of this Agreement shall come into force upon signature of both Parties and will be effective for a period of up to three (3) years or the completion of all activities and fulfillment of all responsibilities by the Parties, whichever is later.

## **6. Project Co-Directors**

The Project Co-Directors and primary contacts for LAAHP for each Party are:

For the Getty:

Susan Macdonald  
Head of Field Projects, Getty Conservation Institute  
SMacdonald@getty.edu

For the City:

Ken Bernstein  
Principal City Planner and Manager, Office of Historic Resources  
Ken.Bernstein@lacity.org

## **7. Notice**

Notices shall be in writing and may be personally delivered or given by United States mail or by Federal Express or other overnight air courier, and in either case, postage prepaid and addressed as follows, unless a different address is provided. Notices shall be deemed to have been given as of the date of mailing.

If to the Getty:

ATTN: Procurement & Contract Services  
The J. Paul Getty Trust  
1200 Getty Center Drive, Suite 400  
Los Angeles, CA 90049-1681 USA  
Phone: 1-310-440-7132  
Email: procurement@getty.edu

If to OHR:

Jason Valencia  
Grants Coordinator  
Los Angeles City Planning  
200 N Spring St, Rm 575  
Los Angeles, CA 90012  
Phone: (213) 978-1256  
Email: jason.valencia@lacity.org



## **Collaborative Terms & Conditions**

**Termination.** Either party may, by written notice to the other party, terminate this Agreement in whole or in part at any time. Upon receipt of such notice, the parties shall terminate the program forty-five (45) days from the date of the written notice or upon a later date if one is specified in the notice of termination.

**Representations and Warranties.** Both Parties represent and warrant that they have full power and authority to enter into this Agreement; that in performing this Agreement, they shall not violate the terms of any agreement between them and any third Party; and that the Work generated shall be their own work and shall not violate any copyright or any right to privacy or publicity, or otherwise violate any law or any person's personal or property rights.

**Assignment.** No Party to this Agreement shall assign any rights or delegate any duty without prior written consent of the other Parties. Nevertheless, any Party may use the services of subcontractors to carry out its responsibilities, as long as said subcontractors are under direct supervision of that Party. Any Party hiring a subcontractor shall be solely liable for the performance of and payment to said subcontractor, including, but not limited to, any damages that may be alleged to have resulted from the subcontractor's performance or non-payment.

**Conformity to Local Laws.** Both Parties shall conform in all respects with provisions of any regulation, law or ordinance of any local or duly constituted authority in the country or countries where the work will be performed.

**Indemnification.** Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party and its officers, agents and employees from all liability, damages and expenses resulting from the Indemnifying Party's acts or omissions.

**Copyright.** Both Parties agree that the copyright to any papers, publication, films or videotapes, intellectual materials, inventions, or patents that arise and are jointly created during the term of this Agreement will be held jointly by the Parties. Both Parties agree that the copyright for all materials developed solely by each Party individually (including any papers, publications, intellectual materials, inventions or patents, images, film, or video made during the course of the Project) will be held solely by that Party, and each Party hereby grants a perpetual, non-exclusive, royalty-free, and sublicensable license to the other Party to use these materials in all media now known or hereafter devised for academic, research and/or non-commercial purposes.

**Confidentiality.** Except as required by law, both Parties, their employees, subcontractors and agents, shall hold in strict confidence all information obtained in connection with this Agreement and shall convey only so much of such information to their employees, subcontractors and agents as such persons must know to fulfill the purposes of the Agreement.

All documents, records and information provided by the City to the Getty shall remain the property of the City and are confidential. The Getty agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity, unless required by law. The Getty agrees that all documents or other information used or reviewed in connection with this Agreement shall be used only for the purpose of carrying



out this Agreement and cannot be used for any other purpose until such time as the City authorizes its release or it is released as a public document.

**Use of Name and Site Images.** Neither Party shall use the name of the other Party in advertising and marketing, except with advance written permission from the other Party.

**Relationship of Parties.** In performing its duties under this Agreement, the Parties will be acting as independent contractors and not as agents or employees of the other Party. Each Party will have no authority to contract in the name of the other party and each party will be responsible for its own acts and those of its agents and employees. This Agreement is not intended to be construed as a partnership agreement creating a separate and distinct partnership entity.

**Severability.** The provisions of this Agreement shall be deemed to be severable. In the event that any portion of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

**Entire Agreement; Amendment.** This Agreement contains and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous promises, negotiations, agreements and commitments in connection herewith, whether written or oral. It may be amended only by an agreement in writing, signed by each of the parties and specifically referring to this Agreement.

**Force Majeure and Excusable Non-Performance or Delay.** Delay in or failure to carry out the duties and/or responsibilities set forth in this Agreement will not be deemed a default and/or breach of the Agreement if such delay or failure results from fire, explosion, labor disputes, casualty or accidents, lack or failure of transportation facilities, epidemic, cyclone, earthquake, flood, drought, or by reason of war, declared or undeclared, civil commotion, acts of public enemies, blockade or embargo, or by reason of any law, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision authority or representative of any government or by reason of any other cause whatsoever, whether similar/or dissimilar to these enumerated, beyond the reasonable control of the Party involved.