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1149 S. BROADWAY, SUITE 700
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<http://eng.lacity.org>

February 9, 2024

The Honorable City Council
c/o Holly L. Wolcott
City Clerk
Room 360, City Hall

COUNCIL FILE NO. 23-0329– Watts Happening Cultural Center / Restoration / National Trust for Historic Preservation / African American Cultural Heritage Action Fund / Application

SUMMARY

The National Trust for Historic Preservation (National Trust) African American Cultural Heritage Action Fund (AACHAF) awarded Bureau of Engineering (BOE) a \$150,000 Conserving Black Modernism Grant (Grant) to complete a Historic Structures Report (HSR) and Construction Cost Estimate for the Watts Happening Cultural Center (Project).

Additionally, Zimmer Gunsul Frasca Architects LLP (ZGF) has offered pro-bono services to produce a 3D computer model of the existing building. These pro-bono services will be beneficial for future improvements after the HSR is produced as there are no existing digital drawings of the building.

BOE is reporting back to City Council for authority to accept the Grant and the pro=bono services.

RECOMMENDATIONS

That the City Council, (subject to the approval of the Mayor),

1. AUTHORIZE the City Engineer or designee, to accept the \$150,000 grant from the National Trust for the AACHAF for the Watts Happening Cultural Center, and execute the grant agreement.
2. AUTHORIZE the Board of Public Works - Office of Accounting and the City Controller to establish a new account in FMS, under Fund 682, Engineering Special Fund, Department 50 and a new Appropriation Account, TBD, to be titled " Watts Happening Cultural Center Historic Structures Report".



3. AUTHORIZE Bureau of Engineering to deposit the fund amounting to \$150,000 to the new account to be established in FMS.
4. AUTHORIZE the City Engineer or designee, to accept the pro-bono services offered by ZGF for the Project and execute the pro-bono Agreement with ZGF for services provided.

BACKGROUND

On 4/12/2023, City Council Action, Council File No. 23-0329, gave BOE authority to apply for the Grant and instructed BOE to return to City Council for authority to accept and execute the necessary grant agreements.

DISCUSSION

The Grant approved by the National Trust for Historic Preservation is designed to advance ongoing preservation activities for historic places representing African American cultural heritage. Conserving Black Modernism is the Getty-funded portion of the National Trust's AACHAF national grant program and only eight Black Modernist Buildings were selected in the United States this year to receive this prestigious grant. The intent of the grant is for the planning process and will fund the Historic Structures Report.

BOE worked with Council District 15 through the grant process. On 4/12/2023, City Council Action, Council File No. 23-0329, gave BOE authority to apply for a \$150,000 grant funding for a Historic Structures Report. On 9/15/2023, the National Trust awarded BOE the \$150,000 grant.

The Grant funds are required to be used to hire a consultant with preservation expertise to complete an HSR for the Watts Happening Cultural Center property within one year after the City receives the funds.

The grant will be disbursed in two, equal increments of \$75,000 to the City with the first distribution upon execution of Grant Agreement and second distribution upon completion and submission of the final report.

The National Trust will participate in the process to select a Consultant and requires that all procurement of goods and services for the Project be conducted in a manner that provides maximum open and free competition, consideration of minority and women-owned business enterprises and, that the Grantee must seek and obtain at least three (3) competitive bids or quotes.

ZGF Architects approached the City to offer pro bono services and worked with BOE to determine that a 3D computer model of the existing building will be most beneficial to the Project. As part of the agreement, ZGF anticipates that they will be onsite for two to three days followed by a two-week period to produce a 3D model. ZGF requests that the City facilitate access into the building and provide an escort to accompany the team when onsite.

FISCAL IMPACT

The Grant to produce a Historic Resource Report does not require a General Fund match. General funded staff will be used to work on this project.

Respectfully submitted,

The image shows a handwritten signature in blue ink over a digital signature stamp. The stamp is red and contains the text: "ENGINEERING", "Electronic Signature by Ted", and "2/9/2024 2:56".

Ted Allen, P.E.
City Engineer

TA/DW:sf:jz

Attachment

Motion, Council File No. 23-0329
Grant agreement
ZGF Pro Bono Agreement

cc: Randall Winston, Office of the Mayor
Aura Garcia, Board of Public Works
Teresa Villegas, Board of Public Works
Deborah Weintraub, Bureau of Engineering
Steven Fierce, Bureau of Engineering
Marcelino Ascensio, Bureau of Engineering
Joanne Zhang, Bureau of Engineering

MOTION

TO CITY CLERK FOR PLACEMENT ON NEXT
REGULAR COUNCIL AGENDA TO BE POSTED

#54

For over 50 years, the Watts Happening Cultural Center has been a gathering place for the community and artists in Watts. The Cultural Center is also the home of the famous Watts Coffee House restaurant and performing arts venue.

The building is owned by the City and currently vacant except for the Coffee House. The Cultural Center is in need of significant refurbishment and upgrades for both safety and code compliance and to continue its community-serving role.

The National Trust for Historic Preservation’s African American Cultural Heritage Action Fund has announced a Conserving Black Modernism grant program that will offer planning grants to support the preservation of 20th-century sites designed by Black architects.

The Bureau of Engineering is seeking authority to apply for grant funding to begin the refurbishment process and commission a Historic Structures Report. The grant application deadline is April 7, 2023 and grant recipients will receive up to \$150,000 in grant funding.

Refurbishment of the Cultural Center is supported by many organizations including the Mafundi Institute, a long-time tenant of the building hoping to return to the historic site, the Los Angeles Conservancy, the GRow Annenberg Foundation, Community Initiatives, and the National Organization of Minority Architects.

The Watts Happening Cultural Center has enjoyed a half-century of community support, providing a venue for literacy programs, visual and performing arts and community meetings, as well as a unique locally owned and operated restaurant, and the City should take all necessary steps to restore this community resource.

I THEREFORE MOVE that the Bureau of Engineering be authorized to apply for up to \$150,000 in grant funding for a Historic Structures Report of the Watts Happening Cultural Center from the National Trust for Historic Preservation’s African American Cultural Heritage Action Fund and negotiate a grant agreement and any other necessary agreements to receive funding.

I FURTHER MOVE that, should funding be awarded, the Bureau of Engineering be instructed to return to Council prior to receiving authority to accept/execute any necessary grant agreements.

PRESENTED BY:

TIM McOSKER
Councilmember, 15th District

SECONDED BY:

MAR 2 1 2023

ORIGINAL



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

August 21, 2023

Ms. Joanne Zhang
Bureau of Engineering, Department of Public Works, City of Los Angeles
1828 Sawtelle Blvd. #3
Los Angeles, CA 90025

Re: African American Cultural Heritage Action Fund Grant Agreement

Dear Ms. Zhang:

It is a pleasure to inform you that the Bureau of Engineering, Department of Public Works, City of Los Angeles' 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 Los Angeles (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 Structures Report and Construction Cost Estimate for the Watts Happening Cultural Center project (the "Project"). The Grant Funds should be used to hire a consultant with preservation expertise to complete an HSR with cost estimates for the Watts Happening Cultural Center property. 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 AACAF 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:

**Bureau of Engineering,
Department of Public Works, City
of Los Angeles, California**

By: _____
Name: _____
Title: _____
Date: _____

AGREEMENT

This is an Agreement dated as of January 9, 2024 between **City of Los Angeles Bureau of Engineering, Department of Public Works** (“Owner”) and Zimmer Gunsul Frasca Architects LLP (“ZGF”) for the **Watts Happening Cultural Center** (“Project”).

1. ZGF agrees to perform the services specified on Exhibit A attached.
2. ZGF shall provide professional services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. ZGF shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
3. Owner will provide to ZGF all information reasonably requested by ZGF necessary for performance of the services for the Project. ZGF is entitled to rely on all information supplied by or on behalf of Owner.
4. ZGF is providing the services specified in Exhibit A on a *pro bono* basis. Owner will be billed for expenses not included in Exhibit A. Costs not included on Exhibit A will be submitted to Owner for prior approval.
5. ZGF grants Owner a license to use the products of ZGF services only for the intended purpose of the Project. In the event the Owner uses the services products on any other project or for any other reason without retaining ZGF, the Owner releases ZGF and ZGF’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless ZGF and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the services products on such other project or any other unauthorized use.
6. ZGF shall have the right to include photographic or artistic representations of the Project among the ZGF’s promotional and professional materials in any and all media. However, ZGF’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised ZGF in writing of the specific information reasonably considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for ZGF in the Owner’s promotional materials for the Project.
7. If ZGF or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law.
8. ZGF has no responsibility for discovery, presence, handling, mitigation, removal or disposal of or exposure of persons to hazardous materials, wetland conditions or archaeological conditions or artifacts in any form and Owner agrees to defend and indemnify ZGF and its consultants from all claims arising from such materials, conditions or artifacts.
9. In the event either party materially breaches the terms of this Agreement, the other party, after providing seven calendar days’ notice, may terminate the Agreement for cause.
10. Owner and ZGF each agree to indemnify the other and its officers, agents and employees from all claims to the extent caused by the negligence of the indemnifying party or its agents and employees.
11. Owner and ZGF waive consequential damages for claims, disputes and other matters in question arising out of or related to this Agreement including, without limitation, its termination.
12. Notwithstanding anything to the contrary herein, no partner, employee or other representative of ZGF shall have any personal professional liability to the Owner or any other party for any acts or omissions, whether based on a claim of professional negligence, any other tort or otherwise, arising out of or relating to this Agreement.
13. The entire joint, several and individual liability of the Architect, irrespective of the number of claims and whether such claims are based in negligence, professional negligence, strict liability, any other tort, breach of contract, breach of warranty, violation of statutory or regulatory law, or any other claim or legal or equitable theory, arising out of or related



ZIMMER GUNSUL FRASCA ARCHITECTS LLP

to this Agreement or the Architect's services or those of its consultants on the Project, shall in no event exceed \$10,000.

- 14. In the event of any dispute between the parties, they shall first attempt to resolve the matter through mediation in accordance with American Arbitration Association Construction Industry Mediation Procedures then in effect. If the parties do not settle the dispute, it shall be resolved in accordance with the American Arbitration Association Construction Industry Arbitration Rules then in effect. The ruling of the arbitrator(s) shall be final and binding in accordance with applicable law.
- 15. This Agreement shall be governed by the law of the place where the Project is located.
- 16. The Owner and ZGF, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor ZGF shall assign this Agreement without the written consent of the other.
- 17. This constitutes the entire Agreement between Owner and ZGF, supersedes all prior or contemporaneous agreements relating to its subject matter and shall not be amended except by a document signed by both parties.

ZIMMER GUNSUL FRASCA ARCHITECTS LLP

OWNER

By: Mitra Memari, AIA 
 Its: Partner
 Dated: January 9, 2024

By: _____
 Its: _____
 Dated: _____

Attachments:

Exhibit A: Scope of Services

Exhibit B: Compensation: Not used. Services to be provided at no cost on a pro bono basis



January 9, 2024

City of Los Angeles
Bureau of Engineering | Department of Public Works
1149 S. Broadway, Suite 860 – Mail Stop #507
Los Angeles, CA 90015

Attention: Joanne Zhang, P.E.

RE: Watts Happening Cultural Center
1827 East 103rd Street
Los Angeles, CA 90002
Project No. L26706

Subject: **EXHIBIT A**

Scope of Pro Bono Services:

1. ZGF Architects will dispatch a team to survey the subject building and document the building by producing a Revit model, based on the dimensions documented at the site.
2. We anticipate the time required to be between 2-3 days on site, followed by a two-week period to produce the Revit model.
3. ZGF requests that the City facilitate access into the building and provide an escort to accompany our team whenever we are on-site.

Sincerely,

Mitra Memari, AIA
Partner

DENVER
LOS ANGELES
NEW YORK
PORTLAND
SEATTLE
VANCOUVER BC
WASHINGTON DC

ZGF ARCHITECTS LLP
515 South Flower Street
Suite 3700
Los Angeles, CA 90071
T 213 617 1901
www.zgf.com