



November 9, 2023

Vince Bertoni
Director of Planning
Los Angeles City Planning, Office of Historic Resources
221 North Figueroa Street, Suite 1350
Los Angeles, CA 90012

Dear Vince Bertoni:

The Andrew W. Mellon Foundation (the "Foundation") is pleased to inform you that we have approved a grant of \$500,000 to the Los Angeles City Planning, Office of Historic Resources ("your organization"), for use over 24 months, to support planning, research, design, and the installation of physical markers and the creation of digital content to highlight Los Angeles' diverse historic places, in accordance with the proposal finalized on November 2, 2023 (the "Proposal", and collectively the "Project"). We ask that all future correspondence regarding the grant use the reference number 2212-14519. In accepting these funds, your organization agrees to comply with the following terms.

Use of Funds. Under United States law, Foundation grant funds may be used only for charitable, scientific, literary, or educational purposes. Your organization agrees that the grant funds will be used exclusively for the purposes described in your organization's Proposal and the approved budget. Your organization agrees to obtain the Foundation's prior approval for any material changes to the grant terms. The Foundation also expects that the funds will be managed in a prudent manner that is consistent with the purposes and term of the grant. Any grant funds not expended or committed for the purposes of the grant, or within the grant period stated above, will be returned to the Foundation unless otherwise agreed by the Foundation.

The grant award is made to the Los Angeles City Planning, Office of Historic Resources and may not be transferred or assigned without the advance written approval of the Foundation.

Payment Terms. Payment of grant funds will be made in accordance with the attached payment schedule after the Foundation receives the countersigned version of this agreement.

Grant Reports. Your organization will report to the Foundation on the progress of the grant through narrative and financial reports according to the attached report schedule. Each financial report should provide an accounting of the expenditures of grant funds. If the grant involves work undertaken by collaborating institutions, your organization is responsible for reporting on the activities and expenditures of the collaborating organizations.

Grant Work Products and Project Documentation. To ensure that your organization will have sufficient legal rights to carry out the Project, your organization confirms that all copyright interests in materials produced as a result of this grant ("Grant Work Products") will either be owned by (a) your organization or (b) one or more third parties (e.g., artist(s), scholar(s), collaborator(s)) who have conveyed in writing sufficient rights and permissions for use of the Grant Work Products in connection with the Project. Your organization will obtain all other necessary rights and permissions for the supported work so that the grant activities and use of Grant Work Products (in accordance with any terms of use set by your organization), including any use by the Foundation of Grant Work Products and Project Documentation (defined below) authorized in this agreement, will not infringe on or violate the intellectual property, publicity, privacy, or other rights of any person.

Your organization agrees to make final Grant Work Products available, as described in the Proposal, for educational or charitable purposes, and, where suitable, to license such final Grant Work Products to the public under any Creative Commons license. For information on Creative Commons licenses, please visit <http://creativecommons.org/>.

As described in the Proposal, your organization plans to document the grant activities with visuals, photographs, audio, other media products, and/or archival materials ("Project Documentation") and agrees to provide the Foundation with copies of Project Documentation with your organization's grant reports or at other times during the grant term. The Foundation also welcomes receiving copies of depictions of earlier iterations of the Project and stock promotional imagery of your organization which shall also be treated as Project Documentation under this Agreement.

Further, your organization grants to the Foundation a free, non-exclusive, irrevocable, sublicensable, worldwide license of all rights under copyright to use (1) final Grant Work Products intended for a public audience, and (2) Project Documentation provided by your organization to the Foundation, in each case only to promote the Project or for the Foundation's charitable purposes, including on the Foundation's website, social media platforms, and all other mediums.

Grant Disclosure and Publicity. The Foundation will include summary information about this grant in its annual report and other similar public reports, tax returns, and public grants database, and may share such summary information in response to inquiries or elsewhere. The Foundation may also promote this grant on its website and social media channels, and in press releases, newsletters, and other public communications and media products; any promotional content which discusses the grant in detail and/or narrative form will be shared with your organization in advance for input.

If you wish to make your own press announcement that includes the Foundation's name or logo, please consult with the Foundation's Communications Department in advance by contacting media@mellon.org.

Grantee Control of Funds. Your organization confirms that, while the Foundation is providing support for the Project, your organization retains full discretion and control of the conduct of the Project, including over the process of selecting any persons or organizations (such as employees, independent contractors, consultants, vendors, secondary grantees, or other Project participants) to carry out the purposes of this grant. Accordingly, your organization acknowledges that the Foundation will not be responsible for any actions of your organization regarding the Project.

Recordkeeping. Grantees are required to retain accounting records, detailing all receipts and expenditures of grant funds, for three years following submission of the final grant report. The Foundation reserves the right to conduct audits, including on-site audits with reasonable notice, at any time during the term of the grant, and within three years after completion of the grant. Your organization agrees to cooperate in the audit and provide information to the Foundation or its representatives as necessary.

Organizational Tax Status. Your organization certifies that it is a government entity or instrumentality. Your organization will advise the Foundation immediately if there is any change in that status or in its organizing documents.

Limitations on Lobbying and Political Activity. Your organization confirms that Foundation grant funds will not be used by your organization:

- a) To conduct lobbying or otherwise attempt to influence legislation (within the meaning of [Internal Revenue Code Section 4945\(d\)\(1\)](#)); or
- b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (as prohibited under [Internal Revenue Code Section 4945\(d\)\(2\)](#)).

Compliance with Laws. In carrying out the Project, your organization will comply with all applicable local, state, federal, and international laws, regulations, and rules, including data privacy and intellectual property laws.

Workplace Conduct Standards. The Foundation gives high priority to the realization of equality of opportunity for all members of society. Accordingly, the Foundation expects that your organization seeks to foster a workplace that is free from discrimination, harassment, and workplace misconduct; takes appropriate affirmative steps to encourage equal employment opportunities for women and underrepresented groups to the fullest extent allowable under applicable law; and has established appropriate policies and procedures for training staff, receiving and addressing

complaints regarding sexual harassment and other forms of workplace misconduct, and prohibiting retaliation against persons who make good faith complaints.

Notification and Cooperation. Your organization agrees to promptly notify the Foundation of any of the following: (1) significant organizational changes during the term of the grant, including, but not limited to, changes in key personnel and changes in tax status, (2) unless prohibited by law, (a) reported concerns about the legality or propriety of the grant activities or use of Foundation funds, and (b) the filing of a claim in any court or with any governmental agency alleging: (i) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of your organization related to, or that may have an impact on, the Project; (ii) financial impropriety by your organization related to, or that may have an impact on, the Project; or (iii) breach of fiduciary obligations by senior leadership or the board of your organization related to, or that may have an impact on, the Project.

In the event the Foundation learns of allegations of impropriety, illegality, or workplace misconduct through notification by your organization or third parties, your organization agrees, to the extent legally permitted, to cooperate with reasonable requests of the Foundation to understand your organization's policies, procedures, and practices, including what steps were taken in response to the allegations.

Right to Discontinue Funding and Require Return of Funds. The Foundation reserves the right to modify the grant, discontinue funding, or terminate the grant at any time if (1) your organization fails to materially comply with the terms of this agreement, (2) any statements, representations, certifications, or documents provided by your organization are later determined to be false or materially misleading, or (3) the Foundation determines, in its reasonable judgement, that your organization has become unable to carry out the purpose of the grant as stated in this agreement. In any such event, your organization agrees, at the Foundation's request, to repay the unexpended grant funds and grant funds that have not been used in furtherance of the purposes of the Project, or redirect them to another organization chosen by the Foundation to carry out the purposes of the grant.

Choice of Law and Jurisdiction. This Agreement will be governed by the laws of the State of New York, without giving effect to its conflict of law principles. The Parties consent to jurisdiction of any suit with respect to this Agreement in New York County, New York.

We ask that the Los Angeles City Planning, Office of Historic Resources indicates its consent to these terms by having an individual with corporate authority sign below. The Foundation will not make payments on this grant until we have received a complete, countersigned copy of this agreement. Please keep a copy for your files.

On behalf of the Foundation, may I extend every good wish for the success of this endeavor.

Sincerely,

DocuSigned by:

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Elizabeth Alexander
President