

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT AND
THE MUSEUM DEPARTMENT FOR A HISTORIC PRESERVATION FUND GRANT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 6th day of May, 2019, by the City of Riverside Museum Department ("Grantee") and the City of Riverside Community & Economic Development Department ("Grantor"), with reference to the following facts:

RECITALS

A. The City of Riverside is the fee owner of the real property in the City of Riverside, County of Riverside, State of California, located at 3356 Lemon Street, known as the National Historic Landmark Harada House (the "Property").

B. Grantee applied for a Historic Preservation Fund ("HPF") grant in order to perform a certain project (the "Project") for the conservation, preservation, restoration, or rehabilitation of a Cultural Resource consistent with the purposes of Riverside Municipal Code section 20.30.030.

C. The Historic Preservation Fund Committee reviewed the Project (P18-0951) according to the criteria and selection process for evaluating applications and approved an award of Ten Thousand Eight Hundred Dollars (\$10,800) to hire a grant writing consultant to assist in writing a grant application for California Proposition 68 grant funds to fund part of the rehabilitation of the Harada House.

D. In order to conserve, preserve, restore, or rehabilitate a Cultural Resource within the City, the Grantor and Grantee desire to enter into this MOU, which guarantees performance of the Project.

NOW, THEREFORE, Grantee and Grantor hereby agree as follows:

1. **Disbursement of Grant Funds.** Grant funds shall be disbursed after Project work has been completed. No payment shall be made for work not listed in the Project Description. No advance payments shall be made. Grantee's failure to complete the Project, or to apply for payment according to the disbursement schedule within the Project Description, shall be a waiver of any right to Grant funds.

2. **Project Description and Standard of Performance.** Grantee shall perform the Project as described the "Project Description," attached hereto and incorporated within as Exhibit "A." The Project Description shall include: plans; description of the work and materials; milestones and reports as appropriate; a disbursement schedule; and, other elements as deemed appropriate by the Grantor. No material deviation from the Project Description is allowed without the prior written consent of the City Council. All funds must be spent as represented in the application and shown in the Project Description.

3. **Compliance with Laws, Codes, and Regulations.** The Project herein consists of consultant services only. The rehabilitation work will be subject to the filing and approval of a Certificate of Appropriateness request and any resulting conditions, according to RMC Title 20. The rehabilitation work will comply with the applicable Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties, 1995. Grantee will be responsible to obtain all required approvals, permits, and inspections, and complete the rehabilitation work as evidenced by a finalized building permit.

4. **Equal Opportunity.** 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.

5. **Retention of Records.** Grantor and Grantee shall maintain auditable records of all expenditures under this grant for three (3) years after completion of this grant assisted Project.

6. **Planning for Preservation Work.** Grantor and Grantee shall ensure that any documents or plans for preservation work that result from the Project will conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties, as appropriate.

7. **Publicity and Acknowledgement of Grant Assistance.** Grantee shall list the City of Riverside Historic Preservation Fund as a supporter in any printed material and publicity releases. Should material emanating from this preservation activity be published for distribution, appropriate acknowledgement of the Committee's participation shall be given using one of the following statements:

“This project has been funded by a grant from the Historic Preservation Fund of the City of Riverside,” or

“This project has been funded [in part] by a grant from the Historic Preservation Fund of the City of Riverside.”

8. **Signage.** Grantee shall display a sign provided by the Grantor to inform the public of the HPF funded project. The sign shall be displayed in a location readily visible from the public right-of-way, commencing with construction and ending when reimbursement is received.

9. **Project End Date.** The Project shall be completed within one year of the Effective Date of this Agreement. Should any problems arise, a written request for an extension of the project must be submitted to the Historic Preservation Fund Committee at least 30 days prior to the expiration date.

10. **Final Report.** Within 30 days of the Project end date, Grantee shall submit a final report and financial accounting on the use of the grant award, as well as any materials or reports emanating from the grant award to the HPF.

11. **Standard of Maintenance.** Grantee shall maintain and keep the Property in good repair at their sole cost and expense according to RMC chapter 20.35, any other section(s) of the RMC, and any other applicable requirement.

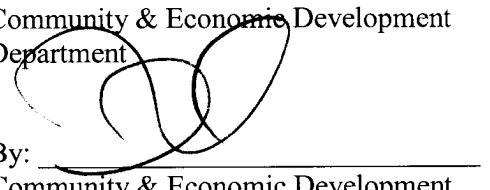
12. **Failure to Perform.** If Grantee fails to perform the maintenance as required hereunder, Grantee shall reimburse the Grantor for all Grant funds.

13. This Agreement may only be amended by mutual writing, as approved by the Historic Preservation Fund Committee, or the City Council, as appropriate, and duly recorded.

IN WITNESS WHEREOF, Grantor and Grantee have caused this MOU to be executed as of the day and year first written above.

GRANTOR:

Community & Economic Development
Department

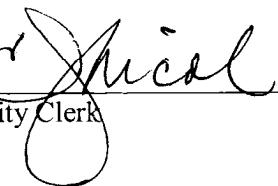
By: 
Community & Economic Development
Department Director

GRANTEE:

Museum Department

By: 
Museum Director

ATTEST:

By: 
City Clerk

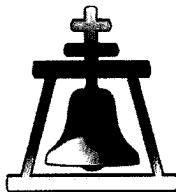
APPROVED AS TO FORM:

By: 
Deputy City Attorney

CA: 19-0270 LMS

EXHIBIT "A"

PROJECT DESCRIPTION



CITY OF
RIVERSIDE

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

PLANNING DIVISION

ATTACHMENT 3 – STAFF RECOMMENDED CONDITIONS OF APPROVAL

CASE NUMBER: P18-0951

MEETING DATE: JANUARY 14, 2019

PROJECT-SPECIFIC CONDITIONS:

1. The reimbursement of \$10,800 is approved for:
 - a. Hiring of a grant writer to assist in writing a Prop. 68 grant application.
2. All work shall be completed within one year of execution of the grant agreement.
3. All funds must be spent as represented in the application. Spending funds except as authorized shall be considered fraud or theft, and may be criminally prosecuted. Expenses incurred prior to the award of funds are not eligible. Any changes to the approved project scope shall not be reimbursed without prior written approval from the City.
4. Within one year from execution of the grant agreement, a final report and financial accounting of the expenditure of the grant must be submitted, including the finalized building permit, if required, and a letter confirming that grant funded work is complete. Upon CHB staff approval of the final report and formal request for reimbursement form, reimbursement shall be processed within 30 days.