



33436

GRANT AGREEMENT

**California Reads Public Library Grants
Funded by Cal Humanities**

Date: December 23, 2013

Grant Number: CAR13-68 **Amount:** \$7,500.00

Grant Award Period:
1/1/2014 to 12/31/2014

**Between Cal Humanities
and
LONG BEACH PUBLIC LIBRARY
(hereinafter referred to as "Grantee" and collectively with Cal Humanities
referred to as "the Parties")**

**For the project entitled:
"California Reads"
(hereinafter referred to as "Project")**

Upon full execution of this Grant Agreement ("Agreement") and compliance by Grantee of any special provisions included in the grant award letter, Cal Humanities will provide a grant award to the Grantee subject to the terms and conditions set forth below.

1. GRANT PAYMENT

The total payment by Cal Humanities to the Grantee will not exceed the amount stated in this Agreement, the grant award letter, or any written modification thereof. At least 30 days should be allowed for the transfer of funds. Cal Humanities will make payments as follow:

- a) 100% cash payment upon receipt of a signed Agreement by the Grantee to acknowledge acceptance of grant award and the provisions outlined in this Agreement.

2. ALLOWABLE COSTS

Grant funds may be expended only for project purposes and activities described in the proposal as originally approved or subsequently amended by Cal Humanities. The following costs are allowable expenses for the purpose of this grant:

- a) Project-related programmatic and administrative salaries and fringe benefits
- b) Professional fees, including honoraria and stipends for humanities advisors, interviewees, artists, technical consultants, etc.

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- c) Programming, publication, dissemination expenses (e.g., exhibit fabrication and installation, venue rental, web page design, videography, broadcast, or screening expenses)
- d) Travel, lodging, and per-diem expenses
- e) Books, supplies, and materials for project activities
- f) Equipment (rental, unless purchase cost is less)
- g) Project-related administrative expenses including phone, postage, photocopying, and printing
- h) Marketing expenses (e.g., printing and mailing of announcements or flyers, or ad placement)
- i) Evaluation expenses
- j) Program documentation
- k) Food costs directly tied to project activities (alcoholic beverages are not eligible costs)
- l) Fiscal sponsor or indirect administrative fees (only up to 10% of your request)

The following is a list of special provisions applicable to the grant award. It is not intended to be a comprehensive statement of all special provisions. In the event of a conflict between the general standard below and any special provisions in the grant award letter, the special provisions shall be applicable and binding.

- a) Per Diem Reimbursements. Costs may not exceed the current rates allowable by Cal Humanities (\$61 per day for meals) and may be for lesser amounts at the Grantee's discretion.
- b) Travel Reimbursements. Whenever possible, less than first class accommodations must be used for air or rail travel. If first class accommodations are required, they must be preapproved by Cal Humanities. All air travel that is paid in whole or in part with Cal Humanities funds must be undertaken on U. S. flag air carriers. If traveling by automobile, the maximum mileage reimbursement rate authorized is 58.5 cents per mile. When necessary, special provisions may be authorized.
- c) Food Costs. When tied to project activities, food costs are allowable with the exception of alcoholic beverages. However, food costs for purely social activities (banquets, receptions, reunions) are not allowable.
- d) Lobbying Activities. Using grant funds to lobby decision makers to influence federal or state legislation in any way is not allowable.

3. MISAPPLIED FUNDS

In cases where funds are determined by Cal Humanities to have been misapplied by the Grantee, the Grantee agrees to repay all such funds or transfer to Cal Humanities all property acquired through the use of such funds.

4. UNCOMMITTED GRANT FUNDS

Any funds received by the Grantee which remain uncommitted at the termination of the grant period must be returned by check payable to Cal Humanities within six months of the project end date, unless Cal Humanities provides the Grantee with a written waiver of this requirement.

If Grantee cannot carry out the project, Cal Humanities will determine if Grantee will need to return a portion or all of the grant funds. Grantee will be responsible for furnishing to Cal Humanities a summary of progress achieved under the award and an itemized accounting of charges incurred against award funds and cost sharing, if any.

5. GRANT AMENDMENTS

- a) Amendments or Modifications. During the term of this Agreement, either Cal Humanities or the Grantee may request amendments or modifications to the Agreement. Requests for amendment or modification shall be made in writing and shall specify the requested changes and the justification for such changes. The Parties shall review the request for modification taking into account regulations applicable to the grant program and the status and goals of the Project. If the Parties determine that the Agreement should be so amended, an amendment shall be made in writing and approved by the Parties in order to take effect.
- b) Project Changes. Grantee is required to carry out a project consistent with the proposal approved for funding by Cal Humanities. If significant changes are necessary, proposed changes and the justifications for such changes must be submitted in writing by Grantee to the Community Stories program officer for approval **before changes are implemented**. Change requests are considered on a case-by-case basis. Additional information (e.g., update on specific project activities, an itemized list of actual expenditures to date, or revised timeline of project activities) may be requested as needed. Requested project changes will not be considered amendments to this Agreement until they are approved in writing by Cal Humanities.

Significant changes include, but are not limited to, the following:

- 1) Change of the Grant Award Period. All project activities and the commitment of grant funds must occur within the period of support set out in this Agreement and grant award letter. If a project cannot be completed on schedule, an extension may be requested before the end of the original period of support.
- 2) Change in Project Director and Other Key Personnel. If changes to the project director or other key professional personnel identified in the original proposal are necessary, short biographies and contact information for new personnel should be submitted with the amendment request. A change in the project director brings an automatic suspension of the grant until the new director has been approved by Cal Humanities.
- 3) Changes in Project Scope. The project purpose and objectives must be consistent with those outlined in the original proposal. If changes in significant project activities are needed, prior written approval by Cal Humanities is required.
- 4) Budget Revisions. Changes to Grantee's approved project budget that involve the addition or deletion of budget items that represent more than 10% of the grant, or budget revisions due to a significant change in project scope, require prior written approval by Cal Humanities.
- 5) Change in the Grantee Organization. If a change to the grantee organization is deemed necessary, written approval by Cal Humanities is required before any change is made. In addition, the current Grantee must provide 1) a written rationale for

withdrawing from the project, and 2) a signed letter from the proposed grantee organization that attests to their commitment to the terms of the Agreement and describes their role in the project.

6. ACKNOWLEDGEMENT OF SUPPORT

Cal Humanities requires public acknowledgment of the projects it supports, as outlined in the terms and conditions below. Prior to the production of materials for public information or use and/or any public presentation of grant-supported activities, the Grantee agrees to provide such materials to External Affairs Coordinator for approval at least 10 working days in advance. Cal Humanities will review the placement of logo and acknowledgement for integrity and legibility and use its best efforts to provide suggested revisions and/or approval within 5 business days of receipt.

Unless advised to the contrary, the following acknowledgment of Cal Humanities support must be fully visible and/or audible on all materials publicizing or resulting from award activities, including but not limited to film, radio and new media productions, publicity and press materials, project websites, displays, exhibits, public reports, etc.:

“California Reads is a program of Cal Humanities in partnership with the California Center for the Book. It is supported in part by the National Endowment for the Humanities and the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian.”

Written, visual or audio materials resulting from grant activities which are published or produced during the grant period without charge to grant funds must also contain the preceding credit line as appropriate.

All printed materials publicizing or resulting from grant activities shall also include the following statement:

“Any views, findings, conclusions, or recommendations expressed in this [publication] [program] [exhibition] [website] do not necessarily represent those of Cal Humanities or the National Endowment for the Humanities.”

The Grantee agrees to verbally acknowledge the support of Cal Humanities at all grant-supported public events. Whenever possible, a Cal Humanities representative should be invited and given the opportunity to provide an introduction or welcome.

As much as possible, presentations of projects funded by the grant award should be free and open to the public. If registration or admission fees are necessary, Grantee agrees to provide access to at least four Cal Humanities staff and board members, free-of-charge, for such events.

Cal Humanities support should be mentioned in newspaper articles, radio interviews, and other media activities.

Please note that the Cal Humanities logos and acknowledgment language are available for download at www.calhum.org on the Grantee Resources page. Please contact the External Affairs Coordinator for a copy of the animated Cal Humanities logo for video/film projects.

7. PUBLICITY AND PROMOTIONAL MATERIALS

The Grantee agrees to work collaboratively with Cal Humanities staff and consultants during the grant period on the publicity and promotion of grant-supported products and activities, including providing in a timely manner information, promotional trailers, and photos (hereinafter "Materials") for Cal Humanities communication vehicles, such as its website, newsletters, social media sites, etc.

All Materials used by Cal Humanities are intended for public consumption and will be used for non-commercial purposes to promote its grantees, programs, organization, and mission. Supplied samples may represent the entire project or a portion of it.

Please visit the Experiences and Blog sections of www.calhum.org or our social media sites (accessible from the footer of the www.calhum.org home page) for examples of how Materials may be used online. Submitted Materials become the property of Cal Humanities and submission does not guarantee the use or publication of the Materials online or otherwise. In submitting the Materials, Grantee hereby grants Cal Humanities a non-exclusive license to the Materials in whole or in part, in any form in perpetuity.

Specifications of text, images, and audiovisual Materials that may be requested for submission to Cal Humanities are available at www.calhum.org on the Grantee Resources page.

8. ACCESS TO PRODUCED MATERIALS

For the purposes of this Agreement, the term "Produced Materials" refers to all intellectual property, whether copyrighted or not, including but not limited to productions, displays, exhibits, books, articles, transcripts, films, tapes, and other electronic media which are produced by the Grantee or by participants enlisted by the Grantee as a result of activity funded under this grant award.

The Grantee understands and agrees that the purpose of all grant activity is to inform and educate members of the public on the broad areas of public concern with which this project was intended to deal. Toward this end, Cal Humanities and the Grantee agree to engage in a relationship of good faith and cooperation to ensure that all Produced Materials will be reasonably available to Cal Humanities.

Ownership and copyright of produced materials are subject to all other provisions and conditions governing access by Cal Humanities and the federal government to produced materials included in this Agreement, the grant award letter, and any other applicable written agreement.

Cal Humanities reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use any Produced Materials, including copyrighted material, arising out of grant activities for non-profit educational purposes. However, Cal Humanities use of Produced Materials is not intended to interfere with or disadvantage the Grantee in the sale and distribution of the award product.

This provision is subject to, modified by, and supplemented by any additional provisions in this Agreement or in the award letter covering use of rights to all produced materials.

9. COPYRIGHT

Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under the grant award.

If ownership and/or copyright of produced materials are claimed by any person other than the Grantee such as scriptwriter, editor, consultant, filmmaker, author, or lecturer, the Grantee agrees to take any action that shall be necessary to ensure that Cal Humanities retains all rights that would accrue to Cal Humanities under this Agreement if copyright was fully vested in the Grantee. The Grantee agrees to conduct its activities in such a manner and to make such agreements with any other persons wishing to copyright produced materials to ensure that Cal Humanities will continue to be able to exercise freely all its rights under the provisions of this Agreement.

In the event that the Grantee transfers copyright or ownership of any produced materials for distribution or for any other purpose, the Grantee agrees to take any action that shall be necessary to ensure that Cal Humanities shall continue to be able to freely exercise all rights reserved under this Agreement.

If the Grantee in transferring copyright or in allowing copyright to vest in any other person fails to fully protect the rights reserved to Cal Humanities under this Agreement, then the Grantee agrees to indemnify and hold Cal Humanities harmless from any claims, actions, liabilities, losses, or expenses for which Cal Humanities might otherwise be held responsible resulting from infringement in the use of material, invasion of privacy, libel, breach of contract, or third party indebtedness.

11. REPORTING REQUIREMENTS

The Grantee shall provide the following:

- a) **Cultural Data Project Profile (CDP)**. The Grantee shall submit, within 90 days of receiving notification of the grant award, a completed CDP profile. This is an 11-section online form that collects basic organizational information, revenue, expense, marketing activity, balance sheet items, investments, loans and a wide range of non-financial information. For more information, please visit www.caculturaldata.org.

Based on the criteria that Cal Humanities has established, not all grantees will be required to submit a CDP profile. Please contact the California Reads program officer to see if your organization is exempt.

- b) **Final Report**. The Grantee shall submit, within 90 days after the termination of the award period, a final report consisting of project statistics; responses to self-evaluation questions regarding project goals, objectives, and outcomes; final financial report; publicity materials; and audience surveys.

A final report and product(s) must be submitted and approved by Cal Humanities before the Grantee will be eligible to apply for another grant award. Furthermore, if no final report and product(s) is submitted by the due date, the Grantee's project will be closed as "incomplete" and the Grantee will not be eligible for future Cal Humanities funding.

Instructions on how to complete and submit the final report will be available at

www.calhum.org on the Grantee Resources page in January 2014.

11. GRANT ACCOUNTING AND RECORD KEEPING

- a) General. The Grantee shall maintain records and accounts consistent with generally accepted accounting principles and also shall provide for such fiscal control and fund accounting procedures as are necessary to assure proper disbursement of and accounting for grant project funds. Accounts and supporting documentation relating to project expenditures shall be adequate to permit an accurate and expeditious audit.
- b) Matching Funds. The Grantee shall maintain records to demonstrate that matching contributions are not less than the amount proposed in the proposal or any subsequent revision thereof. Other federal funding sources cannot be used as match. The amount of the Grantee's contribution is subject to audit.
- c) In-Kind Contributions. Some objective record as to both type and value of in-kind contributions by the Grantee (such as signed in-kind contribution forms) is required. When the contribution is made by a third party, written evidence from the third party is required as to both type and value. In-kind contribution reports must be kept on file by the project sponsor for three years following the submission of the final financial report.

12. PROJECT INCOME

- a) Reporting Income. All income earned by the Grantee as part of the implementation of the grant project shall be accounted for and reported by the Grantee to Cal Humanities.
- b) Use of Earned Income. Any income earned from, for example, registration fees, service charges, or admission fees, sales, or similar sources during the conduct of the project shall be used by the Grantee for Cal Humanities approved project activities and should be reported in the final financial report. If the income cannot be so used, it shall be used to decrease charges to the grant and to the Grantee's cost share.
- c) Interest on Grant Funds. Grantees may not earn interest in excess of \$250 on grant award funds in a fiscal year.

13. AUDITS

Cal Humanities may inspect and audit the Grantee's financial accounts and records, or may designate a qualified person to do so on its behalf, at any time during reasonable business hours and with such frequency as may be deemed necessary. Inspection and audit may include prefunding visits to determine the adequacy of the Grantee's accounting system. In addition, the National Endowment for the Humanities and the United States General Accounting Office may conduct inspections and audits when and to the extent deemed advisable.

FINANCIAL RECORDS MUST BE KEPT ON FILE FOR A MINIMUM OF THREE YEARS FOLLOWING THE TERMINATION OF THE GRANT PERIOD. The required retention period may be extended by written notification from either Cal Humanities or the National

Endowment for the Humanities.

This requirement also includes the right of the federal government to make an audit of any third party accounts related to the grant.

14. DATA COLLECTION

The Grantee may collect information from the public in connection with a research or other general purpose project on its own initiative. The Grantee shall not, without prior approval from Cal Humanities, in any way represent that the information is being collected by or for Cal Humanities or the National Endowment for the Humanities.

15. ENTIRE AGREEMENT

This Agreement along with any special provisions included in the grant award letter is the complete and integrated agreement between Grantee and Cal Humanities. Any changes to this Agreement must be formally requested in writing to Cal Humanities. No prior or contemporaneous oral agreements between Grantee and Cal Humanities shall be of any force or effect.

16. COMPLIANCE

The Grantee certifies that it is in compliance with the provisions on Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Byrd Anti-Lobbying Amendment; the Native American Graves Protection and Repatriation Act of 1990; the National Historic Preservation Act of 1966; the U.S. Constitution Day Education Program; the Coordination of Geographic Information and Related Spatial Data; Labor Standards under Sections 5(i) and 7(g) of the National Foundation of the Arts and Humanities Act of 1965; and the regulations issued pursuant thereto by the National Endowment for the Humanities (Code of Federal Regulations, Title 45, Chapter XI).

The Grantee confirms its non-profit status and is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs in violation of the regulations implementing Executive Order 12549 "Debarment and Suspension." Further, in accordance with Public Law 111-88 Sec.427, no funds made available under or through an NEH award may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

17. NON-COMPLIANCE

The Grantee and Cal Humanities agree that upon non-satisfaction by the Grantee of any of the conditions set forth in this Agreement or in the grant award letter, Cal Humanities may, at its option: (1) suspend all of its duties under this Agreement, including the duty to pay the grant money; or (2) declare these duties discharged and require The Grantee to repay grant money previously awarded; and the Grantee agrees to do so.

18. INDEMNITY

In addition to the provisions of Section 15, the Grantee agrees to indemnify and hold Cal Humanities (its predecessors, successors, directors, officers, employees, and agents) harmless from any and all claims, demands, causes of action, and liabilities arising out of any failure of the Grantee to perform its obligations set forth in this Agreement; or any project or activity conducted by the Grantee; or whether or not enabled by the grant award provided hereunder, including, but not limited to any claims for breach of contract or tort, as well as any other statutory or common law claims, at law or in equity.

**California Reads
Grant Agreement Signature Page**

Date: December 23, 2013

Grant Number: CAR13-68

Grant Amount: \$7,500.00

Grant Award Period: 1/1/2014 to 12/31/2014

Project Title: "California Reads"

Name and Address of Grantee:


Long Beach Public Library
101 Pacific Avenue
Long Beach, CA 90822-1003

APPROVED AS TO FORM

4-10, 2014

CHARLES PARKIN, City Attorney

By



AMY R. WEBBER
DEPUTY CITY ATTORNEY

By signing this Agreement and accepting the Cal Humanities grant award, Grantee assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with all of the provisions and conditions set forth in this Grant Agreement.

Patrick H. West

Print Name of Authorizing Official

City Manager, City of Long Beach

Title of Authorizing Official

Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

4.22.14

Signature of Authorizing Official

Date

Darla Wegener, Long Beach Public Library

Print Name of Project Director

To receive your first installment of the grant award, please either print a hardcopy of the attached agreement, sign, and scan it OR insert an electronic signature into the attached agreement. Then, log in to the grantee portal (https://www.grantrequest.com/SID_348/?SA=AM) with the same username and password used to apply for the grant, and follow the instructions for submission of this Requirement. If you have any questions about submitting the grant agreement, contact Angelica Dongallo, Program Assistant, at 415.391.1474 ext. 308 or adongallo@calhum.org.

Note: The award check will be mailed to the attention of the authorizing official of the Grantee's address stated above. If this address is incorrect or if the check should be mailed to another address or person, please provide the correct address in the space below.



December 23, 2013

Ms. Glenda Williams, Director of Library Services
Long Beach Public Library
101 Pacific Avenue
Long Beach, CA 90822-1003

Grant Number: CAR13-68

Dear Ms. Glenda Williams:

Congratulations! We are pleased to inform you that Cal Humanities has awarded the Long Beach Public Library a California Reads public library grant. We are excited to support you in your efforts to bring Californians together to explore important topics through books that invite thoughtful community conversation.

We have agreed to award the amount of \$7,500.00 to be matched by an equivalent contribution of non-federal funds and/or in-kind services and materials or any combination thereof. The approved grant award period for the project is from 1/1/2014 to 12/31/2014. Grant funds are only applicable during the approved award period.

To receive your grant funds, please either print a hardcopy of the attached agreement, sign, and scan it OR insert an electronic signature into the attached agreement. Then, log in to the grantee portal (https://www.grantrequest.com/SID_348/?SA=AM) with the same username and password used to apply for the grant, and follow the instructions for submission of this Requirement. If you have any questions about submitting the grant agreement, contact Angelica Dongallo, Program Assistant, at 415.391.1474 ext. 308 or adongallo@calhum.org. All correspondence with our office should include the grant number noted at the upper right of this letter.

Cal Humanities will be conducting an orientation webinar for grantees on **Thursday, February 6, 2014 from 11 am-12 pm** in order to review the obligations of the grant award. We will email registration details for the webinar shortly. In the meantime, you have access to all grant-related instructional materials and documents on our website at <http://calhum.org/grants/grantee-resources> beginning January 2014.

We depend upon major support from the National Endowment for the Humanities and other public funders to make these grants. We encourage you to write your federal, state, and local representatives a letter telling them about the importance of your work and what this grant means to your community. We have provided a template for your use and would appreciate a copy of any letters you send. Your efforts today can help make a difference in the availability of future grants.

On behalf of Cal Humanities, I congratulate your receipt of this award. We wish you every success with your project!

Sincerely,



Ralph Lewin
President and CEO

RL:ad

cc: Project Director

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calhum.org