

## **GRANT AGREEMENT**

### **How I See It: My Place Library Grant Funded by the California Council for the Humanities**

**Date:** February 20, 2008

**Grant Number:** MPL08-20      **Amount:** \$1,000.00

**Between the California Council for the Humanities (hereinafter, CCH) and:  
SOUTH LAKE TAHOE BRANCH LIBRARY  
[EL DORADO COUNTY LIBRARY SYSTEM]**

**(hereinafter, Grantee) for the project entitled:  
"How I See It: My Place Library Program"**

**described in the Grantee's application, dated:  
January 16, 2008**

Upon full execution of this Agreement and the agreement by Grantee to comply with special provisions included in the CCH grant award letter, CCH will provide a grant to the Grantee subject to the terms and conditions set forth below.

#### **1. GRANT PAYMENT**

CCH will make 100% cash payment upon receipt of a signed Grant Agreement, Certification Document, Assurance As to Labor and Safety Standards Form, and CIPA Certification Form A [if applicable] by the authorizing official of the library to acknowledge acceptance of grant award and the provisions outlined in this Grant Agreement.

#### **2. LIMITATIONS ON THE USE OF GRANT FUNDS**

Grant funds may be expended only for project purposes and activities set forth in the application as originally approved or subsequently amended. Proposed amendments must be submitted by the Grantee for written approval by CCH. Significant changes requiring such action include the following:

- a) Changes in the project director or other key professional personnel identified in the approved application. A change in the project director brings an automatic suspension of the grant until the new director has been specifically approved by CCH.
- b) Changes of program scope, purpose, or significant changes in planning activities or to the budget [more than 10%] outlined in the application.
- c) Change of the sponsoring library.

- d) The grant period begins on **2/20/2008** and terminates on **12/20/2008**. Commitment of grant funds must occur during the grant period. Such commitments must relate to goods or services provided and used within the grant period.

The total payment by the CCH to the Grantee will not exceed the amount set forth in the original grant award letter or written modification thereof.

### 3. MISAPPLIED FUNDS

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

### 4. UNCOMMITTED FUNDS

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

### 5. COST PRINCIPLES

Only the following costs are allowable expenses for the purpose of this grant:

- a) Staff salaries and fringe benefits
- b) Professional fees, including honoraria and stipends for humanities experts or technical consultants
- c) Travel, lodging and per diem expenses for project staff and consultants
- d) Supplies and Materials
- e) Equipment
- f) Administrative expenses directly related to the project, including phone, postage, photocopying and printing
- g) Public program expenses
- h) Publicity expenses such as printing or mailing of announcements or flyers
- i) Fiscal sponsor or indirect administrative fees (not more than 10%)

The following list of such special items is not intended to be a comprehensive statement of all nonallowable costs. 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 CCH (\$48 day for meals) and may be for lesser amounts at the Grantee's discretion.
- b) Travel Reimbursements. Whenever possible, less than first class accommodations should be used for air or rail travel. If first class accommodations are used, records should contain a certificate that less than first class accommodations were not available. When necessary, travel by other than the above modes may be authorized. The maximum automobile mileage reimbursement rate authorized by CCH is 48.5 cents per mile.

- 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.

**6. GRANT ACCOUNTING AND RECORDS**

- a) General. 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. Grantee shall maintain records to demonstrate that matching contributions are not less than the amount proposed in the application or any subsequent revision thereof. The amount of 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 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 report of project expenditures.

**7. COLLABORATION WITH CCH STAFF AND CONSULTANTS**

The Grantee agrees to work collaboratively with CCH staff and consultants during the grant period on publicity, outreach and evaluation activities.

- a) Grantee will be expected to work collaboratively with CCH Organizational Effectiveness staff and evaluation consultants on evaluation activities including distributing, collecting, and returning audience surveys and completing a final evaluation report within 90 days of the project end date.
- b) Grantee will be expected to coordinate with CCH External Affairs staff and public relations consultants on publicity activities including providing information and photos for CCH website and quarterly newsletter.
- c) Grantee will be expected to attend the mandatory training session to be held in Los Angeles May 8-10, 2008. Failure to attend the meeting will result in revocation of the award, request for return of said funds, and ineligibility to proceed further with the project or to receive the equipment package that accompanies this award.

**8. PUBLICATION AND ACKNOWLEDGEMENT OF CCH FUNDS**

Any tangible results of grant activity (publicity materials, displays, presentations, website, etc.) must include the Council's *California Stories: How I See It* logo, with the Council's name fully visible, and bear the following acknowledgement: "This project is a program of the California Council for the Humanities' *California Stories: How I See It* campaign conducted in partnership with Califa. It is supported in part by 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. For more information on the Council and the *California Stories* Initiative, visit [www.californiastories.org](http://www.californiastories.org).”

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 above acknowledgement.

Written, visual or audio materials which may be produced as a result of grant activity but after conclusion of the grant will be subject to review by the CCH for determination as to what form of acknowledgement, if any, shall be included.

All 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 the California Council for the Humanities or the National Endowment for the Humanities.” At least one copy of such publications must be furnished to the CCH unless otherwise specified in the grant award letter.

## **9. ACCESS BY CCH TO PRODUCED MATERIALS**

- a) 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, CCH and Grantee agree to engage in a relationship of good faith and cooperation to ensure that all produced materials will be reasonably available to CCH.
- b) 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, films, tapes, books, articles, and transcripts which are produced by Grantee or by participants enlisted by Grantee as a result of activity funded under this grant award.
- c) The federal government and CCH reserve a non-exclusive license to use and reproduce, without payment, any produced materials, including copyrighted material, arising out of grant activities where the government or CCH deems it in its interest to do so.
- d) This provision is subject to, modified by, and supplemented by any additional provisions in this Grant Agreement or in the award letter covering use of rights to all produced materials.
- e) Ownership and copyright of produced materials are held by Grantee subject to all other provisions and conditions governing access by CCH and the federal government to produced materials included in this Agreement, the grant award letter, and any other applicable written agreement.
- f) If ownership and/or copyright of produced materials are claimed by any person other than Grantee such as scriptwriter, editor, consultant, filmmaker, author, or lecturer, Grantee agrees to take any action that shall be necessary to ensure that the Council retains all rights that would accrue to CCH under this Agreement if copyright was fully vested in Grantee. 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 CCH will continue to be able to exercise freely all its rights under the provisions of this Agreement. Grantee's duties will include but not be limited to the duty to obtain assurances from the lecturers that the transcripts of their lectures may be used by CCH in the CCH newsletter, annual report, website or for other purposes.

## **10. DELIVERABLES AND REPORTS**

Grantee shall provide the following:

- a) Online Events Calendar. When dates of public programs are confirmed, Grantee will register and enter public program information into the CCH online events calendar.
- b) Final Report. Grantee shall submit a final report within 90 days of the project end date consisting of an evaluation report; final expenditures report summarizing all expenditures of CCH grant funds and local matching amounts (whether cash or in-kind); hard copies of participant surveys; and two copies of any final tangible product(s) resulting from the project. [The Final Report Form is available in the grantee toolbox [http://www.calhum.org/guidelines/grantee\\_toolbox.htm](http://www.calhum.org/guidelines/grantee_toolbox.htm)].

A final report for that project must be filed with CCH before the grantee will be eligible to apply for another CCH award. Furthermore, if no Final Report is submitted by the due date, a grantee's project will be closed as "incomplete" and the grantee will not be eligible for future CCH funding.

## **11. AUDITS**

CCH may inspect and audit 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 the CCH 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.

## **12. EQUIPMENT AND TITLE TO PROPERTY**

CCH reserves title to equipment purchased with CCH funds. Title to such equipment may, with special written permission from CCH, be vested in Grantee subject to the conditions that Grantee continues to use the equipment for the purposes of activities in the humanities.

## **13. COLLECTION OF INFORMATION**

Grantee collects information from the public in connection with a research or other general purpose project on its own initiative. Grantee shall not, without prior approval from CCH, in any way represent that the information is being collected by or for CCH or a federal agency.

## **14. PRINTING AND DUPLICATING**

Grantee shall not use grant funds for printing or duplication of one thousand or more copies of material other than advertising flyers, programs, and similar materials, unless specifically authorized by the grant award letter or other written CCH approval.

## **15. INCOME EARNED FROM THE PROJECT**

All income earned by Grantee as part of or as a result of the conduct of the grant project shall be accounted for and reported by Grantee to CCH.

- a) Use of Income. Any income earned from registration fees, service charges or admission fees, or similar sources during the conduct of the project shall be used by Grantee for activities for the project as approved by the CCH and should be reported in the final financial report. If the income cannot be so used, it shall be used to decrease proportionately charges to the grant and to the grantee's cost share.
- b) Distribution of Income. Any income earned from the sale, rental, distribution, or other merchandising of produced materials will be distributed as follows:
  - 1) From net income, payment of 50% will be made to CCH and 50% to the Grantee. If CCH was not the sole funder, payment of 50% will be pro-rated according to CCH funding contribution. It is agreed that net income will be determined by subtracting the reasonable and ordinary costs of distributing the produced materials from the total gross income derived from the merchandising. No costs may be deducted from the gross income before income division, such as cost overrun for amount awarded.
  - 2) Income division will remain in effect for a period of five years, beginning on the last day of the grant period, or until the CCH has received repayment of all CCH funds distributed to Grantee, whichever comes first, at which time Grantee will receive 100% of the income.
- c) Interest in excess of \$250 earned on grant funds in a fiscal year must be forwarded to CCH.

## **16. TRANSFER OF COPYRIGHT OR OWNERSHIP**

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

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

## **17. OTHER AGREEMENTS**

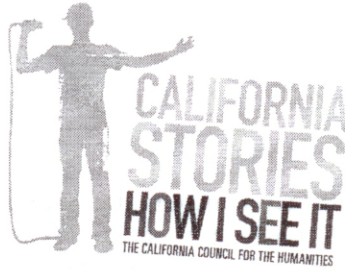
The provisions and conditions of this Agreement may be supplemented and modified by special provisions included in the grant award letter. This Agreement is the complete and integrated agreement between the parties only to the extent that no prior or subsequent oral agreement may contradict specific written provisions and is not intended to prevent other written agreements from being made.

**18. NON-COMPLIANCE**

Grantee and CCH agree that upon non-satisfaction by Grantee of any of the conditions set forth in this Agreement or in the grant award letter, CCH 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 Grantee to repay grant money previously awarded; and Grantee agrees to do so.

**19. INDEMNITY**

In addition to the provisions of Section 16, Grantee agrees to indemnify and hold CCH (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 Grantee to perform its obligations set forth in this Agreement, or any project or activity conducted by 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.



## GRANT AGREEMENT SIGNATURE PAGE

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**Date:** February 20, 2008

**Grant Number:** MPL08-20

**Amount:** \$1,000.00

**Name and Address of Library:**

South Lake Tahoe Branch Library [El Dorado County Library system]  
1000 Rufus Allen Boulevard  
South Lake Tahoe, CA 96150-8204

**Project Title:** "HISI: My Place Library Program"

**Your signature confirms the non-profit status of the grantee organization; and by signing below, Grantee acknowledges having read and understood all of the provisions and conditions outlined in the enclosed "Grant Agreement" and promises to fully comply with each and all of them.**

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Print Name of Authorizing Official at Grantee Organization

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Title of Authorizing Official at Grantee Organization

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Signature of Authorizing Official at Grantee Organization

Date

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Print Name of Project Director [librarian who will be implementing the program]

*Note: The award check will be mailed to the authorizing official of the grantee library at the address stated above. If this address is incorrect or if the check should be mailed to another person or address, please provide the correct information in the space below or attach a separate sheet.*