



GRANT AGREEMENT

Community Stories Grant Award Funded by California Humanities

Date: June 21, 2016

Grant Number: COS16-482 **Amount:** \$10,000.00

Grant Award Period:
July 1, 2016 to May 31, 2017

**Between California Humanities
and
FRESNO COUNTY LIBRARY JURISDICTION
(hereinafter referred to as “Grantee” and collectively with California Humanities
referred to as “the Parties”)**

For the project entitled:
“Follow the Flume: Stories of the Lumber Trade that Shaped California's Central Valley”
(hereinafter referred to as “Project”)

Upon full execution of this Grant Agreement (“Agreement”) California Humanities will provide a grant award to the Grantee subject to the terms and conditions set forth below.

1. GRANT PAYMENTS

The total payment by California 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. California Humanities will make payments as follows:

- a) First installment of 90% upon receipt of a signed Agreement by the Grantee to acknowledge acceptance of grant award and the provisions outlined in this Agreement.
- b) Final installment of 10% after the completion of Project activities and upon receipt of the final report (consisting of Project statistics; responses to self-evaluation questions regarding Project goals, objectives, and outcomes; complete final financial report including information on matching funds; publicity materials; audience surveys; and two copies of any final product resulting from the Project, as relevant) and confirmation by California Humanities that the Project and final report are in compliance with the terms and conditions of 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 California Humanities. The following costs describe what 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.
- 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
 - 1) Per Diem Reimbursements. Costs may not exceed the current rates allowable by California Humanities (\$61 per day for meals) and may be for lesser amounts at the Grantee's discretion.
 - 2) 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 California Humanities. All air travel that is paid in whole or in part with California 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.
- e) Supplies and materials for program activities
 - 1) 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.
- 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) Fiscal sponsor or indirect administrative fees (only up to 10% of your request)

3. UNALLOWABLE COSTS

The following costs describe what are unallowable expenses for the purpose of this grant:

- a) Lobbying Activities. Using grant funds to lobby decision makers to influence federal or state legislation in any way is unallowable.
- b) Alcoholic Beverages
- c) Interest
- d) Penalties

4. MISAPPLIED GRANT FUNDS

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

5. UNCOMMITTED GRANT FUNDS

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

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

6. GRANT AMENDMENTS

Amendments or Modifications. During the term of this Agreement, either California 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.

- a) Project Changes. Grantee is required to carry out a Project consistent with the proposal approved for funding by California 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.

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 Project cannot be completed on schedule, an extension may be requested before the end of the original period of support. A revised Project timeline must be submitted with an amendment request.
- 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 must be submitted with an amendment request. A change in the Project director brings an automatic suspension of the grant until the new director has been approved by

California 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 necessary, a revised Project timeline and/or budget, as relevant, must be submitted with an amendment request.
- 4) Budget Revisions. If changes to Grantee's approved Project budget involve the addition or deletion of budget items that represent more than 25% of the grant, or budget revisions due to a significant change in Project scope, a revised Project budget must be submitted with an amendment request.
- 5) Change in the Grantee Organization. If a change to the grantee organization is deemed necessary, Grantee must provide with an amendment request 1) a written rationale for withdrawing from the Project, 2) written accounting from authorizing official of the Grantee of the disposition of all funds received and disbursed by the Grantee, and confirmation that all requirements of the Agreement to date have been met, and 3) 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. Once the above materials are submitted, written approval of the change in Grantee is required from the Parties and the proposed grantee organization in the form of a signed grant amendment before further action can be taken on the Project.

7. ACKNOWLEDGEMENT OF SUPPORT

California 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 the grant-supported Project, the Grantee agrees to provide such materials to the Community Stories program officer for approval at least 10 working days in advance. California 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 California 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.:

“This project was made possible with support from California Humanities, a non-profit partner of the National Endowment for the Humanities. Visit www.calhum.org.”

Additional acknowledgement requirements for specific formats and media include:

New media, web-based, and interactive projects: The Grantee agrees to include, at the earliest possible date, the California Humanities logo and name, an active link to the website at www.calhum.org, and the preceding credit line.

Film productions: For DVD packaging, public screenings, and online exhibition of both the complete production, repurposed material, webisodes, and film trailers, Grantee shall include the California Humanities animated logo at the beginning and end of the

presentation and provide a separate acknowledgement to California Humanities in the film's funder credit list.

For broadcast, the Grantee shall include the California Humanities animated logo and the audible credit language above at the beginning and end of the presentation and must provide a separate acknowledgement to California Humanities in the film's funder credit list. If, due to broadcast stipulations, the Grantee is unable to use the animated logo, the Grantee agrees to acknowledge California Humanities in direct relationship to the level of funding provided for the project relative to any other sources of funding. In this circumstance, the Grantee will consult with California Humanities staff at the earliest possible date to approve an alternate form of acknowledgment.

Radio and audio productions: the Grantee agrees to provide verbal acknowledgement to California Humanities with the preceding credit line following on all versions of the supported production.

Series: For awarded projects that constitute any form of a designated series (whether broadcast, web-based, etc.), the Grantee shall provide the preceding credit, as appropriate to the format or medium, to California Humanities on each series episode or edition for the duration of the approved grant period or for the life of the media piece.

Public events, screenings, presentations, award ceremonies, etc.: the Grantee agrees to verbally acknowledge the support of California Humanities at all such events. Whenever possible, a California Humanities staff and/or board member should be invited and given the opportunity to provide an introduction or welcome.

If due to, for example, unavoidable physical limitations of materials or broadcast stipulations, the Grantee is unable to include the full acknowledgment above, the version below may be substituted:

“This project was made possible with support from California Humanities, a partner of the NEH. Visit www.calhum.org.”

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 California Humanities staff and board members, free-of-charge, for such events.

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

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 California Humanities or the National Endowment for the Humanities.”**

Please note that the California Humanities logos and acknowledgment language are available for download in the Community Stories Grantee Toolkit at <http://calhum.org/grants/community-stories-grant>.

If you have any questions regarding the forms of acknowledgment for your Project, please contact the Community Stories program officer.

8. PUBLICITY AND PROMOTIONAL MATERIALS:

The Grantee agrees to work collaboratively with California 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, photos, etc. (hereinafter “Materials”) for California Humanities communication vehicles, such as its website, newsletters, social media sites, etc.

All Materials used by California Humanities are intended for public consumption and will be used for non-commercial purposes to promote California Humanities 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 California Humanities and submission does not guarantee the use or publication of the Materials online or otherwise. In submitting the Materials, Grantee hereby grants California 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 California Humanities are available at www.calhum.org.

9. 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 **in the performance 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, California 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 California Humanities.

California Humanities reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use any Produced Materials, including copyrighted material, **created and delivered in the performance**/arising out of grant activities for non-profit educational purposes. However, California 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 covering use of rights to all Produced Materials.

10. 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 California Humanities retains all rights that would accrue to California 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 California 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 California 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 California Humanities under this Agreement, then the Grantee agrees to indemnify and hold California Humanities harmless from any claims, actions, liabilities, losses, or expenses for which California 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) **Final Report.** Within 90 days after the termination of the grant award period, Grantee shall submit a final report consisting of Project statistics; responses to self-evaluation questions regarding Project goals, objectives, and outcomes; complete final financial report including information on matching funds; publicity materials; and audience surveys.

Instructions on how to complete and submit the report are available in the Community Stories Grantee Toolkit at <http://calhum.org/grants/community-stories-grant>.

Final Product. The Grantee shall also submit to California Humanities two copies of a digitally accessible final product, as relevant. The Grantee also agrees to make additional copies available for California Humanities staff and board upon request at a reasonable fee for purchase or duplication.

A final report and product(s) must be submitted to and confirmed by California Humanities as compliant with the terms and conditions of this Agreement before the Grantee will be eligible to apply for another grant award. Furthermore, if no final report and product(s) are submitted by the due date, the Grantee's Project will be closed as "incomplete" and the Grantee will not be eligible for future California Humanities funding.

- b) Project-related Data and Information. The Grantee agrees to work collaboratively with California Humanities personnel during and following the grant period to provide statistics and other information relating to Project outcomes. This information will be used for purposes including, but not limited to, reporting to the National Endowment for the Humanities, evaluation, publicity and marketing, and development.

12. 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 Grantee for three years following the submission of the final financial report.

13. 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 California 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 California 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.

14. AUDITS

California 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 California 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.

15. 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 California Humanities, in any way represent that the information is being collected by or for California Humanities or the National Endowment for the Humanities.

16. ENTIRE AGREEMENT

This Agreement is the complete and integrated agreement between Grantee and California Humanities. Any changes to this Agreement must be formally requested in writing to California Humanities. No prior or contemporaneous oral agreements between Grantee and California Humanities shall be of any force or effect.

17. 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.

18. NON-COMPLIANCE

Should California Humanities find the Grantee to be non-compliant with regard to any of the conditions set forth in this Agreement, California Humanities agrees to give written notice of non-compliance and give the Grantee thirty (30) days to remedy the non-compliance cited by California Humanities. Under such circumstances, California Humanities may, at its option, suspend its duties to pay all or any remaining grant monies

unless non-compliance is remedied by the Grantee within the thirty (30) day time period. If the Grantee fails to remedy said non-compliance, California Humanities reserves the right to terminate this Agreement. If California Humanities terminates this Agreement for reasons of non-compliance, the Grantee agrees to return any unobligated funds along with any funds expensed for purposes unallowable under the terms and conditions of this Agreement. Settlement of irrevocable obligations properly incurred shall be eligible for reimbursement by funds granted under this Agreement.

19. INDEMNITY

In addition to the provisions of Section 15, the Parties agree to indemnify and hold each other and their predecessors, successors, directors, officers, employees, and agents harmless from any and all claims, demands, causes of action, and liabilities, except for those arising out of the sole gross negligence or willful misconduct of a Party in the performance of the obligations set forth in this Agreement.

**Community Stories
Grant Agreement Signature Page**

Date: June 21, 2016

Grant Number: COS16-482

Grant Amount: \$10,000.00

Grant Award Period: July 1, 2016 to May 31, 2017

Project Title: "Follow the Flume: Stories of the Lumber Trade that Shaped California's Central Valley"

Name and Address of the Grantee Organization:

Fresno County Library Jurisdiction
2420 Mariposa Street
Fresno, CA 93721-2204

In the preceding completed fiscal year, Grantee ☐ DID / ☒ DID NOT receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements.

By signing this Agreement and accepting the California 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 Agreement.

Ernest Buddy Mendes

Name of Authorizing Official at the Grantee Organization

Chairman, Board of Supervisors

Title of Authorizing Official at the Grantee Organization

Ernest Buddy Mendes

Signature of Authorizing Official at the Grantee Organization

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Bernice E. Seidel

Deputy

8-23-16

Date

By signing this Agreement, Project Director named below acknowledges, understands, and agrees to comply with the terms set forth in this Agreement.

Laurel C. Prysiazny, County Librarian

Print Name of Project Director

Laurel C. Prysiazny

Signature of Project Director

07/23/2016

Date

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, Grants & Programs Associate, at 415.391.1474 ext. 308 or adongallo@calhum.org.

Note: The award check will be mailed to the attention of the authorizing official at 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 information in the space below.

**Cal Humanities
Community Stories Grant
GRANT:**

**Follow the Flume: Stories of the Lumber Trade
that Shaped California's Central Valley**

Grant Funds Requested:

\$10,000

Grant Number #:

COS16-482

CFDA#:

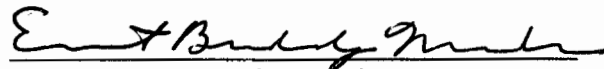
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Grant application and resolution to Cal Humanities for the grant award. Grantee agrees to the foregoing terms and conditions of the grant award.

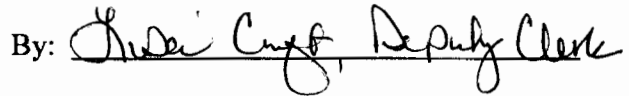
COUNTY OF FRESNO

ATTEST:

Clerk, Board of Supervisors



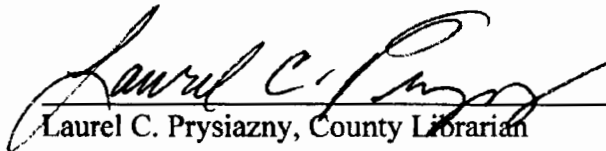
Ernest Buddy Mendes, Chairman
Board of Supervisors

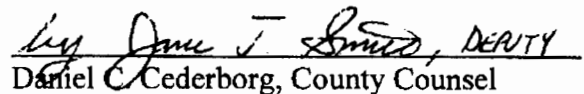
By:  Deputy Clerk

DATE: 8/23/2016

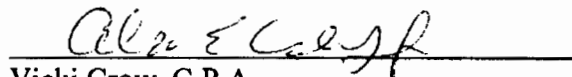
REVIEWED & RECOMMENDED
FOR APPROVAL

APPROVED AS TO LEGAL FORM


Laurel C. Pryszazny, County Librarian

 DEPUTY
Daniel C. Cederborg, County Counsel

APPROVED AS TO ACCOUNTING FORM


Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax Collector

FUND: 0107

Subclass: 10000

Org: 75170303

Accounts: 4380, 7265, 7295, 7406