



7/1/2020

Erin Christmas, Library Director
Riverside Public Library System
3581 Mission Inn Ave
Riverside, CA 92501-3306

Grant Number: CC20-2057

Grantee EIN: 95-6000769

California Humanities DUNS Number: 034259457

CFDA Number: 45.129

CFDA Name: Promotion of the Humanities Federal/State Partnership

Federal Award Identification Number: SO-268663-20

Agency: National Endowment for the Humanities

Dear Erin Christmas:

We are pleased to inform you that California Humanities has awarded Riverside Public Library System a *CA CARES Relief Grant*. Funding for these grants has been provided by the National Endowment for the Humanities (NEH) as part of the Coronavirus Aid, Relief and Economic Security (CARES) Act economic stabilization plan.

We have agreed to award the amount of **\$15000**. The approved grant award period for this grant is from **7/1/2020** to **12/31/2020**. Grant funds are only applicable during the approved award period.

Upon electronically signing this agreement, the signed copy will be automatically submitted to California Humanities.

California Humanities reserves the right to cancel this grant if a signed copy of this grant agreement is not received within 14 days of the date above. If you have any questions about submitting the grant agreement, contact Brett Connor, Grants Administrator, at bconnor@calhum.org. All correspondence with our office should include the grant number listed above.

For all other communications please contact Anoop Kaur, Program Officer, at akaur@calhum.org

On behalf of California Humanities, I wish you the very best and hope that this CA CARES support enables you to sustain your work in the public humanities.

Sincerely,

Julie Fry
President & Chief Executive Officer



GRANT AGREEMENT

California CARES Relief Grant Award Funded by California Humanities

Date: 7/1/2020

Grant Number: CC20-2057 **Amount:** \$15000

Grant Award Period:
7/1/2020 to 12/31/2020

**Between California Humanities
and
Riverside Public Library System
(hereinafter referred to as “Grantee” and collectively with California Humanities
referred to as “the Parties”)**

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. The grant funds will be disbursed in a single payment upon receipt and approval of an executed grant Agreement, acknowledging acceptance of grant award and the provisions outlined in this Agreement. At least 30 days should be allowed for the disbursement of funds.

2. UNALLOWABLE COSTS

California Humanities Relief grants are not intended to support:

- * Activities primarily intended to advance a specific policy or political agenda or to influence legislation (advocacy)
- * The purchase of land or facilities, construction or renovation
- * Overlapping project costs with any other pending or approved application(s) for federal funding

- * Projects that fall outside of the humanities (including the creation or performance of art; creative writing, autobiographies, memoirs, and creative nonfiction; and empirically based social science research or policy studies).
- * Prizes, awards, scholarships, grants
- * Purchase of alcoholic beverages

3. 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.

4. 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.

5. ACKNOWLEDGEMENT OF SUPPORT

California Humanities requires public acknowledgment of the projects it supports, as outlined in the terms and conditions below. Grantees must acknowledge California Humanities and the National Endowment for the Humanities as donors in their current fiscal year in all printed and electronic materials, including advertisements and publicity materials, and whenever written or verbal presentations are made.

Below is sample language for acknowledging California Humanities and the National Endowment for the Humanities (NEH):

“Funding has been provided by California Humanities and the National Endowment for the Humanities (NEH) as part of the Coronavirus Aid, Relief and Economic Security (CARES) Act economic stabilization plan of 2020.”

6. 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.

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.

7. 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.

8. 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.

9. REPORTING REQUIREMENTS

The Grantee shall provide the following:

- a) Final Report. Within 30 days after the termination of the grant award period, Grantee shall submit a final report consisting of responses to self-evaluation questions, and impact statement.
- b) Please see addendum at the end of this grant agreement for reporting requirements.

10. GRANT ACCOUNTING AND RECORD KEEPING

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 funds.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

**CA CARES Relief Grants
Grant Agreement Signature Page**

Date: 7/1/2020

Grant Number: CC20-2057

Grant Amount: \$15000

Grant Award Period: 7/1/2020 to 12/31/2020

Name and Address of the Grantee Organization:

Riverside Public Library System
3581 Mission Inn Ave
Riverside, CA 92501-3306

Please check the box below that applies to your organization in completing this statement:
In the preceding completed fiscal year, Grantee...

☐ **DID receive...**


☒ **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 responsibility for administering the award in accordance with all of the provisions and conditions set forth in this Agreement.

Erin Christmas

Organization's Authorizing Official's Printed Name


Erin Christmas (Jul 1, 2020 12:47 PDT)

Signature of Authorizing Official

Jul 1, 2020

Date

Upon electronically signing this agreement, the signed copy will be automatically submitted to California Humanities. If you have any questions about submitting the Agreement, contact Brett Connor, Grants Administrator, at bconnor@calhum.org.

ADDENDUM – FINAL REPORT REQUIREMENTS

Final report requirements are listed below. The Final Report is due within 30 days after the termination of the grant award period, Grantee shall submit a final report to the grantee portal <https://ch-grants.smapply.io/> no later than **December 31, 2020**.

Grantee must submit a final report to the grantee portal addressing the below questions:

1. **Statement of impact:** A brief summary of the impact this grant made on your organization, including (if available):
 1. How did this grant help the organization to recover from the effects of the COVID-19 pandemic? (For example: staffing, programming, venue, etc.)
 2. Number of people served from June 1, 2020 through November 30, 2020?
 - i. Of these, how many were through virtual convenings (digital film festivals, viewing parties, discussions, etc.)?
2. **Funds overview:** A brief summary of how CA CARES Relief grant funds were spent (staff salaries, payroll taxes, employee benefits, facility expenses, and program costs). Were the concerns mentioned in your statement of need in your application addressed by this funding?
3. **Acknowledgement Support:** Please provide an example or sample of how California Humanities and National Endowment of the Humanities were acknowledged for their support through the CA CARES Relief grant.
4. **Use of funds confirmation:**
 1. Affirmation that Grantee did not receive additional Federal funds for the same expenditures incurred in connection with this grant.
 2. Affirmation that Grantee did not use grant funds for:
 - i. Activities and projects primarily intended to advance a specific policy or political agenda or to influence legislation (advocacy)
 - ii. The purchase of land or facilities, construction or renovation
 - iii. Overlapping project costs with any other pending or approved application(s) for federal funding
 - iv. Projects that fall outside of the humanities (including the creation or performance of art; creative writing, autobiographies, memoirs, and creative nonfiction; and empirically based social science research or policy studies).
 - v. Prizes, awards, scholarships, grants

CC20-2057 Grant Agreement

Final Audit Report

2020-07-01

Created:	2020-07-01
By:	Brett Connor (bconnor@calhum.org)
Status:	Signed
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Signed document emailed to Erin Christmas (echristmas@riversideca.gov) and Brett Connor (bconnor@calhum.org)

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