



February 15, 2023

Brian Simons, Library Director  
San Leandro Public Library  
300 Estudillo Ave  
San Leandro, CA 94577-4783

**Grant Number: LIL23-65**  
**Grantee EIN: 94-6000421**  
**California Humanities DUNS Number: 034259457**

**State Award Identification Number: CH21-01**  
**State Agency: California State Library**

Dear Brian Simons:

Congratulations! We are pleased to inform you that California Humanities has awarded San Leandro Public Library a **Library Innovation Lab Grant**. We are excited to support you in your efforts to broaden awareness and deepen understanding of issues of relevance to Californians.

We have agreed to provide a grant award up to the amount of **\$5,500**. The approved grant award period for the project is from **3/1/2023** to **12/31/2023**. Grant funds are only applicable during the approved grant period for activities related to the Library Innovation Lab project as described in Program Announcement and Guidelines.

Be sure to keep in mind that in addition to designing, implementing, and assessing a public humanities program for immigrants over the project period, the Project Director (and their sponsoring library, the Grantee) will be expected to:

- Prepare for, attend and actively participate in three cohort meetings (est. four days total)
- Actively participate in ongoing project activities, including online communication with other participants and project staff, keeping a project reflection journal, documenting activities, and assessing project outcomes,
- Match grant funds (1:1 minimum) over the life of the project with local cash or in-kind resources
- Maintain records and supply requested programmatic and budgetary information as part of the final reporting process

To receive your grant, please return a signed copy of the grant agreement with signatures from both the Authorizing Official and Project Director. 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 agreement and other application-related documents (if requested) are not received **within 60 days** of the date above. If you have any questions about submitting the grant agreement, please contact our grants administration staff at [grants@calhum.org](mailto:grants@calhum.org). All correspondence with our office should include the above grant number. For all other communications please contact Felicia Kelley, Project and Evaluation Director, at (415) 391-1474 x316 or [fkelly@calhum.org](mailto:fkelly@calhum.org).

We depend upon major support from the National Endowment for the Humanities and the State of California to make these grants. **We encourage you to write your federal, state, and local representatives telling them about the importance of your work and what this grant means to you and your community.** A template will be provided for your use and we 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 California Humanities, I congratulate your receipt of this award. We look forward to a stimulating humanities project.

Sincerely,

A handwritten signature in black ink that reads "Julie M. Fry". The signature is written in a cursive, flowing style.

Julie Fry  
President and CEO

cc: Portia Carryer, Project Director  
Felicia Kelley, Project and Evaluation Director

## **GRANT AGREEMENT**

### **Library Innovation Lab Grant Funded by California Humanities**

**Date:** February 15, 2023

**Grant Number:** LIL23-65      **Amount:** \$ 5500

**Grant Period:**  
3/1/2023 to 12/31/2023

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

**For the project entitled:**  
*Exploring New Ways of Engaging Immigrant Communities*  
**(hereinafter referred to as “Project”)**

Upon full execution of this Grant Agreement (“Agreement”) California Humanities will disburse funds to Grantee subject to the terms and conditions set forth below:

#### **1. GRANT PAYMENTS**

The total payment by California Humanities to 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 pay \$1,000 upon receipt of a signed Agreement by Grantee to acknowledge acceptance of grant award and the provisions outlined in this Agreement. The balance of funds will be disbursed within 30 days upon receipt and approval of the Interim Report/Program Plan.

Submission of reports alone will not satisfy the necessary program requirements to release subsequent payments. Reports must be received, reviewed and approved by program officers and deemed to have met the requirements outlined in this Agreement and the expectations outlined in the original proposal submitted by grantee. If submitted reports are found to be unsatisfactory, subsequent payments will be cancelled and the total grant amount will be reduced.

#### **2. REPORTING REQUIREMENTS**

Grantee shall provide the following:

- a) Interim Report/Program Plan. Grantees will submit a Program Plan and Proposed Budget for approval before July 17, 2023. Information and related documents will be provided to Grantees at the Initial Project Director convening in March.
- b) 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.

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

Instructions on how to complete and submit the report will be available at a later date.

- c) Project-related Data and Information: 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.

### **3. ALLOWABLE COSTS**

Grant funds may be expended only for Project purposes and activities described in the Library Innovation Lab program announcement 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 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 pre-approved 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 57.5 (2020) cents per mile, please refer to the following link for updated [federal reimbursement rates](#). 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 (not to exceed 10% of your request)

#### **4. 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.
- a) Alcoholic Beverages
- b) Interest
- c) Penalties

#### **5. MISAPPLIED GRANT FUNDS**

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

#### **6. UNCOMMITTED GRANT FUNDS**

Any grant funds received by 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 grant period end date, unless California Humanities provides 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.

#### **7. GRANT AMENDMENTS**

Amendments or Modifications. During the term of this Agreement, either California Humanities or 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. All change requests must be submitted through the California Humanities grant portal.

- a) Project Changes. Grantee is required to carry out a Project consistent with the Library Innovation Lab guidelines and the approved Program Plan. If significant changes are

necessary, proposed changes and the justifications for such changes must be submitted in writing by Grantee to California Humanities 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 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.
- 1) 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.
- 2) Changes in Project Scope. The Project purpose and objectives must be consistent with those outlined in the Library Innovation Lab guidelines. Any changes to the approved Program Plan must be approved by California Humanities.
- 3) 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.
- 4) Change in Grantee Organization/Fiscal Sponsor. If a change to 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 Grantee of the disposition of all funds received and disbursed by 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.

## **8. 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, **Grantee agrees to provide such materials to California Humanities 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, audio/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. Funding for the Library Innovation Lab has also been provided by California Humanities and the State of California through the California State Library. Visit [www.calhum.org](http://www.calhum.org).”**

Additional acknowledgement requirements for specific formats and media include:

**New media, web-based, and interactive projects:** 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](http://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, 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, Grantee is unable to use the animated logo, 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, Grantee will consult with California Humanities staff at the earliest possible date to approve an alternate form of acknowledgment.

**Radio and audio productions:** 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.), 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.:** 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, 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 through the NEH and the State of California through the California State Library. Visit [www.calhum.org](http://www.calhum.org).”**

As much as possible, presentations of projects funded by the grant 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 [film] [publication] [program] [exhibition] [website] do not necessarily represent those of California Humanities or the National Endowment for the Humanities (NEH).”**

Please note that the California Humanities logos and acknowledgment language will be available for download in the Library Innovation Lab Grantee Toolkit, available by the initial project convening.

If you have any questions regarding the forms of acknowledgment for your Project, please contact Felicia Kelley, Project and Evaluation Director at [fkelly@calhum.org](mailto:fkelly@calhum.org).

## **9. PUBLICITY AND PROMOTIONAL MATERIALS:**

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](http://www.calhum.org) or our social media sites (accessible from the footer of the [www.calhum.org](http://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](http://www.calhum.org).



## **10. 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 Grantee or by participants enlisted by Grantee as a result of/in the performance of activity funded under this grant.

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 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 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.

## **11. COPYRIGHT**

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

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 California Humanities retains all rights that would accrue to California Humanities 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 California Humanities will continue to be able to exercise freely all its rights under the provisions of this Agreement.

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 California Humanities 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 California Humanities under this Agreement, then 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.

## **12. GRANT ACCOUNTING AND RECORD KEEPING**

- 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.
- a) Matching Funds. Grantee shall maintain records to demonstrate that any 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 Grantee's contribution is subject to audit.
- b) 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 Grantee for three years following the submission of the final financial report.

## **13. PROJECT INCOME**

- a) Reporting Income. All income earned by Grantee as part of the implementation of the grant Project shall be accounted for and reported by Grantee to California Humanities.
- a) 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 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 Grantee's cost share.
- b) Interest on Grant Funds. Grantee may not earn interest in excess of \$250 on grant funds in a fiscal year.

## **14. AUDITS**

California Humanities 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 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**

Grantee may collect 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 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**

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).

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 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 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 Grantee within the thirty (30) day time period. If 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, Grantee agrees to return any unobligated funds along with any funds expended 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 19, 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.

**Library Innovation Lab  
Grant Agreement Signature Page**

**Date:** February 15, 2023  
**Grant Number:** LIL23-65  
**Grant Amount:** \$ 5500  
**Grant Period:** 3/1/2023 to 12/31/2023

**Project Title:** Exploring New Ways of Engaging Immigrant Communities

**Name and Address of Grantee Organization:**

San Leandro Public Library  
300 Estudillo Ave  
San Leandro, CA 94577-4783

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, 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.

Brian Simons  
Name of Authorizing Official at Grantee Organization

Library Director  
Title of Authorizing Official at Grantee Organization

Signature of Authorizing Official at Grantee Organization Date

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

Portia Carryer  
Print Name of Project Director

Signature of Project Director 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, please contact our grants administration staff at [grants@calhum.org](mailto:grants@calhum.org).