

RESOLUTION No. 21-411

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ACCEPTING A GRANT FROM CALIFORNIA HUMANITIES FOR \$10,000 THROUGH THE RECOVERY GRANT FUNDS FOR DIGITAL COLLECTION DEVELOPMENT

WHEREAS, California Humanities requested library directors to submit grant requests for California Humanities Recovery Grant funds to develop digital collection; and

WHEREAS, Nevada County Community Library submitted a grant request and was awarded \$10,000 to develop digital collection; and

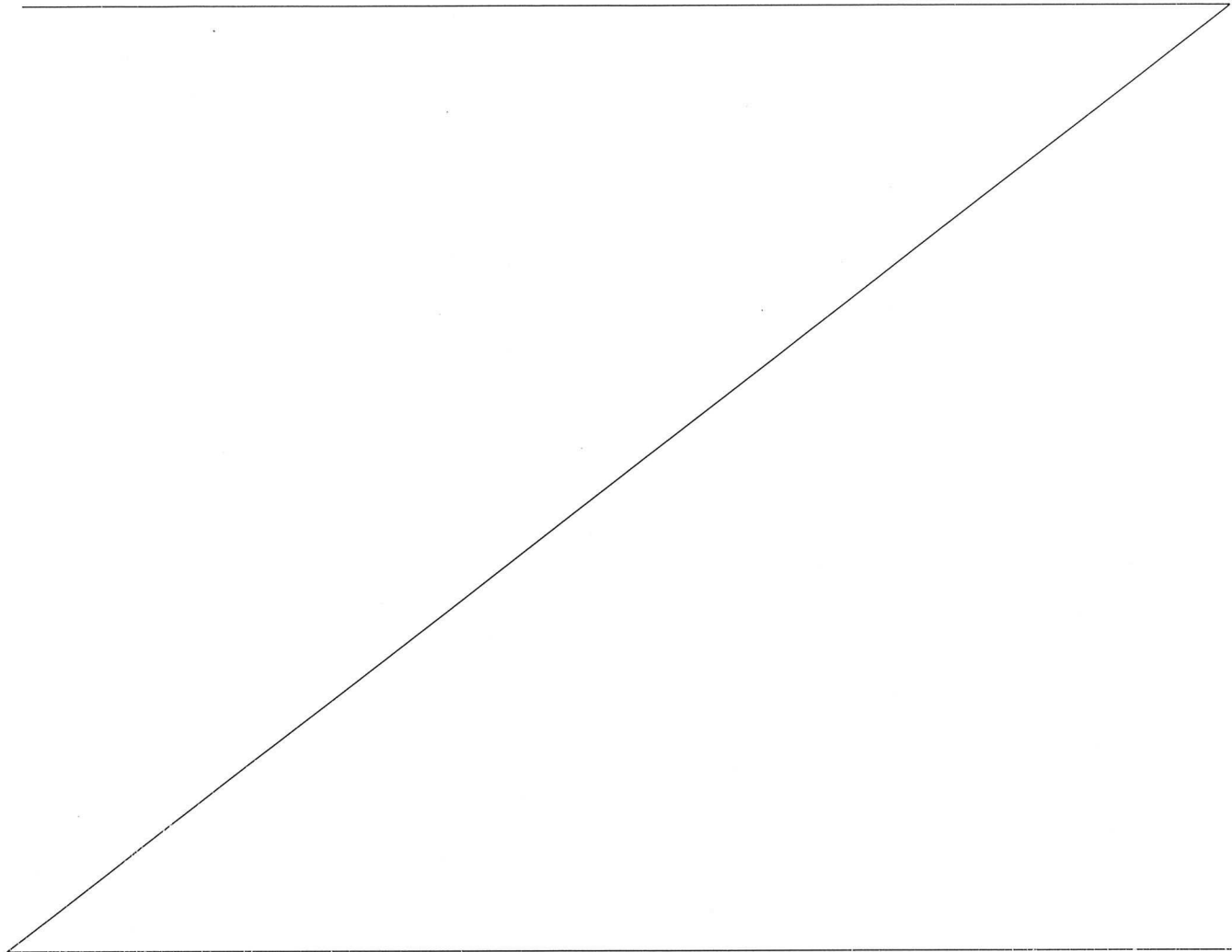
WHEREAS, the Nevada County Community Library will use Recovery Grant funds to develop a digital collection for the Doris Foley Library; and

WHEREAS, this will be provided via the internet to improve public access to the historical collections of the Doris Foley Library; and

WHEREAS, the total project cost will be \$32,000 with \$10,000 from California Humanities and \$22,000 from the Library Budget. The period of completion is from September 14, 2021 to April 30, 2022.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Board of Supervisors accepts the California Humanities Recovery Grant funds in the amount of \$10,000 for use from September 14, 2021 through April 30, 2022, and that the Nevada County Librarian be and is hereby authorized to execute the grant agreement and claim documents on behalf of the County of Nevada, and directs the Auditor-Controller to deposit the funds into the Library budget:

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PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of September, 2021, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller and Hardy Bullock.
- Noes: None.
- Absent: Susan K. Hoek.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

9/14/2021 cc: Library*
AC*(Hold)

9/28/2021 cc: Library*
AC*(release)

August 20, 2021



Nick Wilczek, County Librarian
Nevada County Community Library System
980 Helling Way
Nevada City, CA 95959-8619

Grant Number: RP-3020
Grantee EIN: 94-6000526

California Humanities DUNS Number: 034259457
CFDA Number: 45.129
CFDA Name: Promotion of the Humanities Federal/State Partnership
Federal Award Identification Number: ZSO-283128-21
Agency: National Endowment for the Humanities

Dear Nick Wilczek:

We are pleased to inform you that California Humanities has awarded Nevada County Community Library System a *Recovery Grant*. Funding for these grants has been provided by the National Endowment for the Humanities (NEH) as part of the American Rescue Plan Act of 2021.

We have agreed to award the amount of **\$10000** to be used on the activities outlined in the grant application. The approved award period for this grant is from **9/1/2021** to **5/31/2022**. Grant funds are only applicable during the award period.

Upon electronically signing this agreement, a signed copy will be automatically submitted to California Humanities and sent to your email address.

California Humanities reserves the right to cancel this grant if a signed copy of this grant agreement is not received within 30 days of the date above. If you have any questions, contact Brett Connor, Grants Manager, at bconnor@calhum.org. All correspondence with our office should include the grant number listed above.

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

Sincerely,

Julie Fry
President & Chief Executive Officer



GRANT AGREEMENT

California Humanities Recovery Grant Award Funded by California Humanities

Date: 9/1/2021

Grant Number: RP-3020 **Amount:** \$10000

Grant Award Period:
9/1/2021 to 5/31/2022

**Between California Humanities
and
Nevada County Community 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 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 and the provisions outlined in this Agreement. At least 30 days should be allowed for the disbursement of funds.

2. REPORTING REQUIREMENTS

Grantee shall provide a Final Report within 30 days after the termination of the grant period, submitted to the grantee portal <https://ch-grants.smapply.io/acc/1/> no later than **June 30, 2022**.

This final report shall address the following topics:

- a) Information about the grantee organization
- b) Mission statement
- c) Statement of impact
- d) Number of persons the organization has served during the grant period, both in person and virtually
- e) Information on how the grant funds were utilized, including an itemized budget
- f) Number of jobs created or retained as a result of these grant funds

- g) Estimation of lost revenue in 2020-2021 due to the pandemic
- h) Proof of a public acknowledgement to California Humanities and the National Endowment for the Humanities (NEH) for the funds
- i) Use of funds confirmation

3. UNALLOWABLE COSTS

California Humanities Recovery grants are not intended to support:

- a) General operations (GOS) or activities aimed at overall organizational capacity building without specific reference to programming capacity (e.g., fundraising, marketing, or institutional advancement). Please refer to the Relief Grant program if you are interested in this type of funding.
- b) General public humanities programmatic activities
- c) Indirect costs on general operating support grants
- d) Overlapping project costs with any other pending or approved application(s) for federal funding and/or approved federal awards
- e) Funds for activities supported by other non-NEH federal funds
- f) Competitive regranting
- g) Cancellation costs
- h) Pre-award costs dating to before March 15, 2021
- i) Equipment costs in excess of 20% of total project costs
- j) Travel (both foreign and domestic)
- k) Construction, purchase of real property, major alteration and renovation
- l) Environmental sustainability
- m) Collections acquisition
- n) The preservation, organization, or description of materials that are not regularly accessible for research, education, or public programming
- o) Promotion of a particular political, religious, or ideological point of view
- p) Advocacy of a particular program of social or political action
- q) Support of specific public policies or legislation
- r) Lobbying
- s) Projects that fall outside of the humanities and the humanistic social sciences (including the creation or performance of art; creative writing, autobiographies, memoirs, and creative nonfiction; and quantitative social science research or policy studies)
- t) Alcoholic beverage costs

4. 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.

5. 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 sixty days 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 needs 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. 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 American Rescue Plan Act of 2021.”

7. 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.

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.

8. ACCESS TO PRODUCED MATERIALS

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

funded under this grant award.

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.

9. COPYRIGHT

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

If ownership and/or copyright of produced materials are claimed by any person other than 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.

10. GRANT ACCOUNTING AND RECORD KEEPING

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 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.

12. 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.

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

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.

15. 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.

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.

**California Humanities Recovery Grant
Grant Agreement Signature Page**

Date: August 20, 2021

Grant Number: RP-3020

Grant Amount: \$10000

Grant Award Period: 9/1/2021 to 5/31/2022

Name and Address of the Grantee Organization:

Nevada County Community Library System
980 Helling Way
Nevada City, CA 95959-8619

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.

Nick Wilczek

Organization's Authorizing Official's Printed Name

Nick Wilczek

Nick Wilczek (Aug 23, 2021 12:45 PDT)

Signature of Authorizing Official

Aug 23, 2021

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 Manager, at bconnor@calhum.org.