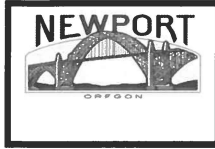


3239



**AUTHORIZATION FOR  
AGREEMENTS, MOUs, OR  
OTHER DOCUMENTS OBLIGATING  
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

2022 Consider This:

Document: Mini Grant for Rural Libraries Date: 2/11/22  
Grant Agreement

Statement of Purpose: Facilitate community conversations (Consider This: Mini Grant for Rural Libraries) focusing on American Dreams, American Myths, American Hopes. The program will include a panel

Department Head Signature: Laura Kimberly representing different individuals

Remarks, if any: Program would take place at the PAC on May 19. segments, the community

City Attorney Review and Signature: Dave W. Allen Date: 2/14/2022

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Date: \_\_\_\_\_

Budget Confirmed: Yes ☒ No ☐ N/A ☐

Certificate of Insurance Attached: Yes ☐ No ☒ N/A ☐

City Council Approval Needed: Yes ☐ No ☒ Date: \_\_\_\_\_

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 2-22-22

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date posted on website: \_\_\_\_\_

O. Hm.

# Oregon Humanities

## 2022 Consider This: Mini Grant for Rural Libraries Grant Agreement

This agreement, dated 2/3/2022 applies to the following funding grant made to Newport Public Library by Oregon Humanities (referred to herein as OH) under the grant Consider This: Mini Grant for Rural Libraries.

Grantee: Newport Public Library

Grant Number: 1999

Project Lead: Laura Kimberly

### Grant Period:

- Grant activities period begins: date agreement is fully signed
- Grant activities period ends: July 31, 2022 (all grant activities and expenditures must be completed by this date)
- Final Report due no later than August 20, 2022
- **NOTE:** no extension of grant period is allowed for this funding.

Grant Award Amount: \$3,000

1. **MISSION** Oregon Humanities' (referred to as "OH") mission is to connect Oregonians to ideas that change lives and transform communities. Through our Consider This program, OH seeks to bring people together to explore diverse perspectives and challenging questions. OH's Consider This Mini Grant for Rural Libraries enables awarded libraries to create and host their own events in partnership with our Consider This program. Events should reflect the theme of our 2021–22 Consider This series: American Dreams, American Myths, American Hopes..

2. **PROGRAM PURPOSE, DEFINITION AND SCOPE.** Grantee has submitted to OH its written application for funding and OH has submitted to Grantee its acceptance of the application for funding, as evidenced by the letter from OH offering a funding grant. Grantee agrees to carry out the program/activities as described in their submitted application and to expend all funds granted it by OH in accordance with this agreement, with the budget in the approved application, and with the letter offering the grant, the terms and conditions of which are incorporated herein by this reference.

Grantee and OH share the following mutual goals:

To bring Oregonians together to talk—across differences, beliefs, and background—about timely, complex topics meaningful to the grantees' community.

To provide an inclusive and inviting environment for people to engage with challenging ideas.

3. **OH REGRANTS FEDERAL FUNDS.** Consider This: Mini Grants are funded through a grant to OH from the National Endowment for the Humanities (NEH) and additional program sponsors. OH is responsible for ensuring that grantees are aware of the legal mandates that apply whenever federal funds are disbursed. Prior to signing this program agreement and accepting your grant you should download and become familiar with OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for federal awards located in 2CFR part 200, as appropriate to your institution ("Uniform Guidance"). You may download the mentioned above at:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

In addition, by signing this grant agreement, the Grantee's executive director or board chair, by reference, the project lead, are providing the applicable federal certifications regarding compliance with nondiscrimination statutes, debarment, and suspension, as follows:

***Certification regarding debarment, suspension, ineligibility, and voluntary exclusion—lower-tier covered transactions, 45 CFR 1169.***

- a. The lower-tier participant (grantee) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the prospective lower-tier participant is unable to certify to any of the statements in the certification, grantee shall attach an explanation to this agreement.

***Certification regarding the nondiscrimination statutes.***

The grantee certifies that it will comply with the following nondiscrimination statutes and their implementing regulations:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.), which prohibits discrimination on the basis of sex in education programs and activities

receiving federal financial assistance

d. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except those actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the program or activity shall not violate this statute.

**\*SINGLE AUDIT CHECKBOX:**

Is your organization required to complete an annual Single Audit in accordance with the Uniform Guidance (required of all organizations that expend more than \$750,000 of federal funds annually)?

If you selected "YES" above, submit a copy of your most recent, complete single audit to [grants@oregonhumanities.org](mailto:grants@oregonhumanities.org) at the time you sign this agreement.

4. **ORGANIZATIONAL STATUS.** Grantee affirms that it is one of the following: Public, tribal, or volunteer library (or library branch) in Oregon, and a Oregon nonprofit organization (as reported to the IRS and with an existing EIN) or is the library of a federally recognized Native American tribal government.

5. **FUNDING PAYMENT REQUESTS.** By signing and returning this grant agreement, and submitting a copy of your W-9, a copy of your organization's single audit (if applicable), the Grantee requests the full amount of the grant award. Payment will not be made until all applicable information is complete and submitted. Checks will be made payable to and mailed to the Grantee at the address provided on the grantee's application. Please alert OH with any changes to Grantee contact information.

6. **LIMITATIONS ON THE USE OF GRANT FUNDS.** Grant funds may be expended only within the designated grant period and only for the program purposes and activities set forth in the Grantee's application as originally approved or subsequently amended. **Proposed amendments must be submitted in writing by the Grantee's Project Lead for written approval from OH. Significant changes requiring such approval include (but are not limited to):**

- a. **Changes in the program's scope, purpose, or activities.**
- b. **Changes in the project lead or other key professional personnel named in the approved application.**
- c. **Changes in the program's budget and/or key expenditures.**

**Restricted Activities for use of grant funds:**

- unallowable expenses as defined in 2 CFR 200 Subpart E - Cost Principles
- overlapping project costs with any other pending or approved application(s) for federal funding and/or approved federal awards



- regranteeing
- cancellation costs
- costs dating to before date of full execution of this Grant Agreement
- equipment in excess of 10% of award amount
- foreign travel
- construction, purchase of real property, major alteration and renovation
- environmental sustainability
- collections acquisition
- the preservation, organization or description of materials that are not regularly accessible for research, education or public programming
- promotion of a particular political, religious, or ideological point of view
- advocacy of a particular program of social or political action
- support of specific public policies or legislation
- lobbying
- fundraising activities
- activities 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)
- Specific unallowable activities proposed by grantee in their application:

None

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**All grant funds that are determined by OH to have been improperly applied shall, at the request of OH, be returned to OH. Grant funds remaining uncommitted at the end of the grant period must be returned with the final fiscal report in the form of a check payable to OH.**

Grantee agrees to the restricted activities listed above. **Initial Here:**

7. **GRANTEE OBLIGATIONS.** Grantees are responsible for the following aspects of their programming funded by this grant:

Coordinate all logistics with the event venue(s) if applicable.

Recruit and coordinate event moderator/facilitator (if needed) and guests.

Arrange and/or contract with program support personnel.

Arrange and coordinate local publicity and outreach to the media and the general public in a timely manner.

If Grantee wishes for OH to promote their event, grantee will submit the event confirmation form, (found on the OH website's "[Resources for Consider This: Mini Grant for Rural Libraries Grantees](#)" page) at least 10 business days in advance of their event date.

#### **8. FEDERAL LABOR STANDARDS FOR PROFESSIONAL PERFORMERS AND RELATED PROFESSIONAL PERSONNEL**

As required by the federal government, grantees that employ professional performers and related or supporting professional personnel under an OH grant are required to abide by Federal Labor Standards and assure that:

- These employees are paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined in accordance with 29 CFR Part 505.3 to be the prevailing minimum compensation for persons employed on similar activities, and
- No part of any program or production which is financed in whole or in part under an OH grant will be performed or engaged under working conditions which are unsanitary, hazardous, or dangerous to the health and safety of the employee engaged in such program or production.

The text of 29 CFR Part 505, originally published in the Federal Register on June 22, 1988, is included below for your reference. By signing this grant agreement you are also agreeing to adhere to these labor standards..

ASSURANCES AS TO LABOR STANDARDS UNDER SECTION 5(i) AND SECTION 7(g) OF THE NATIONAL FOUNDATION ON THE ARTS AND THE HUMANITIES ACT OF 1965, AS AMENDED

In consideration of a grant made under section 5 or section 7 of the National Foundation on the Arts and the Humanities Act of 1965, as amended, and in order to satisfy the conditions expressed in section 5(1) or section 7(g) of that act so as to be eligible to receive the grant funds, Grantee does hereby make this contractually binding promise to the Secretary of Labor that (1) all professional performers and related or supporting professional personnel (other than laborers or mechanics with respect to whom labor standards are prescribed in subsections 5(j) and 7(j) of the act) employed on projects or productions which are financed in whole or in part under such sections will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined in accordance with 29 CFR 505.3 to be the prevailing minimum compensation for persons employed on similar activities; an (2) no part of any project or production which is financed in whole or in part under section 5 or section 7 of the National Foundation on the Arts and the Humanities Act of 1965, as amended, will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee engaged in such project or production, including particularly, no work which is prohibited for safety or sanitary reasons by any of the contracts with labor organizations listed in 29 CFR 505.3(a). Grantee further promises to keep

the records and permit the inspections provided by 29 CFR 505 (b). Receipt of a copy of 29 CFR Part 505 is hereby acknowledged. This promise may be enforced by the Secretary through any appropriate action at law or in equity in any court of competent jurisdiction.

9. **PROGRAM INCOME.** All grants are based on anticipated, real costs and make no provision for any profit or increment above costs to the Grantee. Program activities must be open to the public without charge, except reasonable charges for admissions, refreshments, or materials. Any monies derived from such charges must be expended during the grant's period of performance and accounted for in the awardees' final fiscal report.

10. **GRANT AUDIT.** OH retains the right to amend this grant award to provide a sum for audit of the program/activities by an independent CPA firm chosen by the Grantee, if such an audit is deemed necessary by OH. If requested, this audit should be conducted in compliance with the Uniform Guidance regulations.

11. **GRANT ACCOUNTING AND RECORDS.** Grantee shall maintain records and accounts for the grant consistent with generally accepted accounting principles, and shall provide for such fiscal control and accounting procedures as are necessary to assure proper disbursement of and accounting for grant funds. Accounts and supporting documentation shall be adequate to permit an accurate and expeditious audit. The program donation record forms (located on the OH website under Grantee Resources), included in grant materials provided to Grantee by OH, and should be used to support all expenditures and/or statements of any cash or in-kind contribution. These forms are to be maintained for audit as though they were records of cash disbursement. Grantee shall maintain records to demonstrate that cost-share contributions are not less than an amount equal to OH funds expended.

In addition to the above stated provision for audit by OH, the NEH and the United States General Accounting Office may conduct inspections and audits when and to the extent deemed advisable, though costs associated with such inspections and audits shall not be charged to Grantee or to this grant award. Financial records must be kept on file for a minimum of seven years following the submission of the final fiscal report. The required retention period may be extended by written notification from either OH or NEH.

**You must also carefully track attendance at all grant events, including online events. The total attendance figure and a breakdown of attendance for each separate event are required in your Final Report.**

12. **REPORTING.** Grantee agrees to submit a **Final Report due August 20, 2022.** These reporting requirements are detailed to the Grantee on the OH website, under "[Resources for Consider This: Mini Grant for Rural Libraries Grantees](#)"

Report forms will be emailed directly to Grantees.

13. **CREDIT TO OH AND SPONSORS.** Grantee shall specify in all written, print, or electronic public relations and informational materials produced in support of the grant that the program is funded by:

- *"This program was made possible in part by a grant from Oregon Humanities, the National Endowment for the Humanities, the Oregon Cultural Trust, The Standard, and Stoel Rives LLP."*
- Inclusion of the National Endowment of the Humanities' Policy Statement and Logo as called for on their website:  
[www.neh.gov/grants/manage/acknowledgment-and-publicity-requirements-neh-awards](http://www.neh.gov/grants/manage/acknowledgment-and-publicity-requirements-neh-awards)
- If possible, inclusion of the logos for Oregon Humanities, the Oregon Cultural Trust, The Standard, and Stoel Rives LLP. Logos can be found on OH's website, grants page, under "Resources for Consider This Mini Grant for Rural Libraries Grantees"

Acknowledgements to all sponsors shall also be made in media interviews related to the grant award. Please consult our [Resources for Consider This: Mini Grant for Rural Libraries page](#) on the OH website for more information on how to properly credit OH funding when using social media for promotions/advertising.

14. **PUBLICATION AND ACKNOWLEDGMENT OF FUNDS.** Grantee may publish, without charge to grant funds, the results of grant activity, provided that such publications (written, visual, or audio) contain an acknowledgment of OH and all sponsors' grant support. **The publication must also include the following statement:** "Any views, findings, and conclusions, or recommendations expressed in this (publication) (program) (exhibition) (website) do not necessarily reflect the views of Oregon Humanities and other sponsors." One copy of each such print publication must be furnished to OH at no charge; if the expense of making copies is in excess of \$50.00, OH will pay for the cost of each such copy that it requests. A URL for any visual, digital, or audio media created through this grant funding is required in the Final Grant Report, so that OH can view the media.

15. **VISITATION.** OH may observe any program through visitation by its staff, board members, or any other duly appointed observers..

- 16. **INSURANCE.** Paragraph <sup>16</sup>~~13~~.a. shall apply to all Grantees except state agencies or local governmental units which are covered by the state for tort liability. State agencies or units
- which are so covered shall be governed by paragraph <sup>16</sup>~~13~~.b.

a. OH undertakes no responsibility, and specifically disclaims any liability whatsoever, as to members of Grantee's staff (full- or part-time), consultants, instructors, or others hired on an honorarium basis; as to members of audiences at events funded by the grant; as to premises or property occupied by the Grantee or used by it for events under the program; or as to any other person or property involved in the grant. Grantee shall make all necessary provisions for appropriate insurance coverage, and specifically on behalf of itself

and anyone connected with the program any and all claims against OH in any way arising from the conduct of the program described in this agreement.

b. OH undertakes no responsibility, and specifically disclaims any liability whatsoever, as to members of Grantee's staff (full- or part-time), consultants, instructors, or others hired on an honorarium basis; as to members of audiences at events funded by the grant; as to premises or property occupied by the Grantee or used by it for events under the program; or as to any other person or property involved in the grant. Grantee is covered for tort claims by the state liability fund as provided by statute and specifically waives on behalf of itself and anyone connected with the program any and all claims against OH in any way arising from the conduct of the program described in this agreement.

17. **COLLECTION OF INFORMATION.** Any information collected from the public by Grantee in connection with a research or other general-purpose program shall be on the Grantee's own initiative. Grantee must not, without prior written approval from OH, in any way represent that the information is being collected by or for OH or a federal agency.

18. **COPYRIGHT.** Grantee may copyright any work that is subject to copyright and was developed or for which ownership was purchased under a grant, regrant, or contract. OH reserves a royalty-free, nonexclusive right to reproduce, publish, or otherwise use the work for OH program purposes, and to authorize others to do so.

19. **CLOSING YOUR OH GRANT.** OH will close your grant upon review of receipt of all materials required in the final report. The completed final report is due by **August 20, 2022**. The final report form will be emailed directly to you. *OH monitors grant compliance and grant panelists do take into account grant compliance history when making future funding decisions.* You may be ineligible to apply for future OH grant opportunities until your current grant is closed.

20. **TERMINATION OF GRANT.** OH may, at its discretion, and at any time, terminate on **thirty (30) days written notice** any grant, in whole or in part, after consultation with the Grantee. Termination shall not affect any commitment which, in the sole and exclusive judgment of OH, was made in good faith prior to the termination of the grant. Within sixty (60) days of the date of termination, Grantee agrees to submit to OH an itemized accounting of funds expended, obligated, and remaining under the grant. Grantee also agrees to remit **within thirty (30) days of the receipt of a written request** any amount found due.

21. **GOVERNING LAW.** This agreement is being delivered in the state of Oregon and shall be governed by, and construed and enforced in accordance with, the laws of the state of Oregon applicable to contracts made and to be wholly performed in Oregon by persons domiciled in Oregon, without reference to any rules governing conflicts of law.

22. **AUTHORIZED SIGNATURES.** Grantee stipulates that its signatory below is an official authorized to commit Grantee to the terms of this agreement, and that the signatory has read and agreed to the terms of this agreement.

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Spencer Nebel

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Date


Grantee Authorizing Official

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Grantee Project Lead

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Date



Robert Arellano  
Board Chair  
Oregon Humanities

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2/3/2022

Date