

Library & Literacy Foundation for San Joaquin

GRANT AGREEMENT

This Grant from the Library & Literacy Foundation for San Joaquin (the “Foundation”) is to be used only for the purposes described below and is subject to your acceptance of the conditions specified below. This Agreement will be effective when it has been signed by an authorized representative of your organization and a signed copy is received by the Foundation (electronic PDF acceptable.)

Grantee: City of Ripon

Grant Amount: \$15,000 (\$5,000 per year)

Grant Number: 23-1002

Time Period: January 1, 2024 – December 31, 2026. Only expenses related to this time period may be charged against grant funds.

Project Title: City of Ripon, Poet Laureate Program

Project Description: Establish a Poet Laureate Program to support Ripon literacy programs and foster appreciation for poetry to engage the community in promoting the importance of poetry and literacy in a fun and accessible way.

Objective(s):

- Composing one poem per year dedicated to the City of Ripon and reading at a City Council meeting.
- Partnering with the Ripon Library to host teen events such as spoken word events, poetry slams, or book clubs.
- Holding literacy events with the Ripon Unified School District and/or Ripon Christian Schools.
- Hosting early childhood literacy programs, including story time, at the Ripon Library.
- Providing a free poetry workshop to the general public at the Ripon Library.
- Hosting public readings of original poetry

I. IRS DETERMINATION

This grant is specifically conditioned upon Grantee's status as an eligible grantee of the Foundation. Grantee is a political subdivision or instrumentality of government that is tax-exempt under section 170(c)(1) of the Internal Revenue Code.

II. GRANTEE'S FINANCIAL RESPONSIBILITIES

Grantee shall treat grant funds as restricted assets and shall maintain books to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee is expected to maintain complete and accurate financial records of revenues and expenditures relating to the grant for at least four (4) years after the Grantee has expended the last of the grant funds. In the event that the Foundation is audited by any government agency, it may be necessary, in rare instances, for the Foundation to examine, audit, or have audited the records of Grantee insofar as they relate to activities supported by this grant. Any expenses related to such activities will be borne by the Foundation.

III. REPORTING

To enable the Foundation to evaluate the effectiveness of this grant, Grantee shall submit to the Foundation a written report for any annual accounting period of Grantee during which Grantee receives, holds, or spends any of the grant funds. If more than one report is required, the final report shall outline Grantee's use of all grant funds and charitable activities from the date of the initial disbursement of this grant until Grantee expended the last of the grant funds.

IV. EXPENDITURE OF GRANT FUNDS

The grant is for the purpose(s) stated in this agreement. Grant funds may be expended only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior written approval by the Foundation. Grantee shall repay to the Foundation any portion of the grant funds which is not spent or committed for the purposes stated in this agreement. Permission to make any major change (line items added or deleted or transfers among line items greater than 20 percent of the approved line item amount) to the approved budget must be requested in writing, and approved by the Foundation in advance of the implementation of the change.

Grantee shall not use any portion of the grant to participate or intervene in any political campaign on behalf of or in opposition to any specific candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Code Section 501(c)(3). Grantee shall not use any portion of the grant funds to support any form of violent political activity, terrorists, or terrorist organizations. Grantee shall not use any portion of the grant for reportable or disclosable activities under applicable state or local campaign finance disclosure or election laws, such as ballot measure contributions.

The grant shall not be used in any attempt to influence legislation within the meaning of Section 4945(e) of the Code, and neither the Foundation nor the Grantee has entered into any agreement, oral or written, to that effect. This prohibition shall not prevent Grantee from using grant funds for communications that do not qualify as lobbying under federal tax law, such as communications with legislators that do not refer to any specific legislation or that refer to legislation without reflecting any view on it; Grantee may also use grant funds for communications that qualify for any exception to the definition of lobbying under federal tax law, such as nonpartisan analysis, study, or research, or certain responses to requests from a legislative or government agency for comments on legislation.

V. NO PLEDGE

Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee shall be interpreted to create any pledge or any commitment by the Foundation or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Foundation and Grantee or any other entity.

VI. PUBLICATIONS; LICENSES

Any information contained in publications, studies, or research funded by this grant shall be made available to the public in electronic form following such reasonable requirements or procedures as the Foundation may establish from time to time. Grantee grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

VII. ANTI-DISCRIMINATION

Grantee agrees that, in the performance of this Agreement, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, handicap, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

VIII. USE OF SUBGRANTEES OR CONTRACTORS

With regard to the selection of any subgrantee necessary to carry out the purposes of the grant, Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause Grantee to choose any particular subgrantee or contractor. Specifically, the Foundation is not earmarking Grant funds for any particular consultant or third party selected by Grantee and named in Grantee's grant proposal, and the final selection of such consultants or third party service providers is within the discretion of Grantee. Any references in Grantee's proposed budget to specific named third parties who are projected to receive service fees from Grant funds, are understood by the Foundation to be statements of Grantee's current intent, and the final selection of such third parties and the terms their engagement by Grantee (including the amount of fees) is within Grantee's discretion and control.

IX. PUBLICITY, PUBLICATIONS, AND COMMUNICATIONS

The Foundation should be recognized for its support of your work in your public communications about the funded project or activities. For example, please note the Foundation's support on any websites or web pages about the project and in any announcements or other materials funded by this grant. The Foundation grants the use of a special fund logo as part of this recognition, and Grantee should endeavor to use this logo when crediting the Foundation.

If you believe that publicly recognizing the Foundation's funding of your work may not be appropriate — either for the Grantee or the Foundation — please contact the Foundation to discuss options.

X. INDEMNIFICATION

In the event that a claim of any kind is asserted against the Grantee or the Foundation related to or arising from the project funded by the grant and a proceeding is brought against the Foundation by reason of such claim, the Grantee, upon written notice from the Foundation, shall, at the Grantee's expense, resist or defend such action or proceeding, at no cost to the Foundation, by counsel approved by the Foundation in writing.

Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission by Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program supported by the grant, except to the extent that such claims, liabilities, losses, and expenses arise from or in connection with any act or omission by the Foundation, its officers, directors, employees, or agents.

XI. NO AGENCY

Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

XII. FURTHER ASSURANCES

Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact the Foundation.

The Foundation will not distribute Grantee materials (grant proposal, grant reports) to any outside party, unless required by law, without written consent of the Grantee.

XIII. NO WAIVERS

The failure of the Foundation to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

XIV. TERMINATION

The Foundation, at its sole option, may terminate this agreement or withhold payments, or both, at any time, if, in the Foundation's judgment: a) the Foundation is not satisfied with the quality of the Grantee's progress toward achieving the project goals; b) the Foundation is of the opinion that the Grantee is incapable of satisfactorily completing the project or has ceased to be an appropriate means of accomplishing the purposes of the grant; c) the Grantee dissolves or fails to operate; or d) the Grantee materially fails to comply with the terms and conditions of this agreement, including but not limited to failure to submit reports when due. If termination occurs prior to the scheduled end date, the Grantee shall, upon request by the Foundation, provide to the Foundation a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. Within sixty (60) days after written request by the Foundation, the Grantee shall remit all grant funds unexpended as of the effective date of termination. The Foundation may also avail itself of any other remedies available at law.

XV. LIMITATION

This Agreement contains the entire agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this Grant, the Foundation has no obligation to provide other or additional support to the Grantee for purposes of this project or any other purposes.

XVI. GOVERNING LAW

This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of California. Any laws that direct the application of another State's law to this Agreement will be disregarded.

XVII. ACCEPTANCE OF TERMS AND CONDITIONS

On behalf of the Library & Literacy Foundation for San Joaquin, I extend every good wish for the success of this project.

By: _____

Frances Richardson

President, Library & Literacy Foundation for San Joaquin

January 4, 2024

I acknowledge that the Grantee has received and retained a copy of this document. The above terms and conditions are hereby accepted and agreed to as of the date specified.

Accepted on behalf of the City of Ripon.

By: _____

Signature of Authorized Mayor

Name: _____

Title: _____

Date: _____