



## SPECIAL PROJECT GRANT COMMITMENT TERMS and CONDITIONS

First 5 Tulare County is a public agency supported through Proposition 10, the California Children and Families Act of 1998, codified in Health and Safety Code Section 130100 et seq.

First 5 Tulare County's mission is to enhance the early development of Tulare County's children by providing direct services, funding partner organizations, and participating in an integrated system of care serving children prenatal through age five and their families.

- A. PURPOSE OF GRANT. The grant is to fund the purchase of books for the Every Child Ready to Read @ Your Library and Early Learning for Families programs.
- B. AMOUNT AND TERM OF GRANT. The amount of the award is \$5,800.00 and the term is September 1, 2008, through June 30, 2009.
- C. CONDITIONS OF GRANT.
  - 1. GRANTEE CERTIFICATION. Grantee certifies that all funds shall be expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of service and not to fund existing levels of service. Grantee further agrees and guarantees that no funds provided by First 5 Tulare County shall be used to supplant state or local general fund money for any purpose. Any act of omission or commission causing failure to fully comply with these requirements shall be cause for immediate termination of the grant.
  - 2. EXPENDITURE OF FUNDS. Grantee shall expend the funds only as described in the Purpose of Special Project Grant Award. Any funds not expended consistent with the terms of the grant must be returned to First 5 Tulare County within thirty (30) days following the grant project's termination date. Grantee will not use any of its grant award dollars for purposes other than those stated in the Purpose of Special Project Grant Award and in Health and Safety Code Section 130100 et seq., also known as Proposition 10 and more particularly as follows:
    - a. To carry on propaganda or otherwise to attempt to influence legislation;

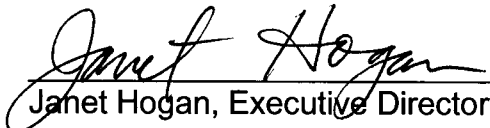
- b. To influence the outcome of or participate in any public election or to carry on, directly or indirectly, any voter registration drive; or
  - c. For purposes other than those stated in the Purpose of Special Project Grant.
- 3. RETURN OF FUNDS. Grantee shall return to First 5 Tulare County any unexpended funds granted if First 5 Tulare County, in its sole discretion, determines the Grantee has not performed in accordance with this Commitment.
- 4. FUNDS, RECORDS, AUDIT, SITE VISITS. Funds provided by First 5 Tulare County shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of funds. The Grantee shall retain original substantiating documents related to grant expenditures and make these records available for First 5 Tulare County's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. First 5 Tulare County, or its designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by First 5 Tulare County.
- 5. NO FURTHER OBLIGATIONS BY FIRST 5 TULARE COUNTY. This grant is made with the understanding that First 5 Tulare County has no obligation to provide other or additional support or grants to the Grantee.
- 6. PUBLIC REPORTING. Grantee agrees to disseminate to interested public, or using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- 7. INTELLECTUAL PROPERTY. All copyrights and all other intellectual property produced as a result of this award shall be produced for the "public domain." As such, First 5 Tulare County, Grantee, or any other party shall have a nonexclusive, irrevocable, perpetual, and royalty-free license to reproduce, publish, copy, alter, or otherwise use the intellectual property so produced.
- 8. LICENSING AND CREDENTIALS. Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, its employees, and all other persons engaged in work in conjunction with this award.

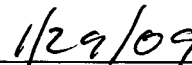
9. MANAGEMENT AND ORGANIZATIONAL CHANGES. Grantee agrees to provide immediate written notice to First 5 Tulare County if significant changes or events occur during the term of this award which could potentially impact the progress or outcome of the grant, including, without limitation, changes in Grantee's management personnel or losses of funding.
10. ACTIVITY REPORTING. Grantee shall provide First 5 Tulare County with a summary report of activities conducted under this grant. This written report (Special Project Grant Final Report Form) is due one month after the project is completed.
11. ATTRIBUTION: Grantee shall provide public recognition for First 5 Tulare County and Proposition 10 funding in all materials produced for the purpose of public education and outreach regarding the Special Project Grant. Materials shall include, but not be limited to brochures, flyers, television, radio, print ads, public service announcements, presentations, telephone hold messages, and outdoor ads. In order to assist in the public recognition of the Commission and Proposition 10 funding, Grantee agrees to the following:
  - a. All materials will include the language "Sponsored by First 5 Tulare County. Funded by Proposition 10."
  - b. Where appropriate, Grantee will use the Commission logo in public education and outreach materials. All questions regarding the appropriateness of use will be directed to the Commission.
  - c. The cost for any materials not meeting the above provisions shall not be reimbursed under this agreement.

Accepted on behalf of the County of Tulare by:

\_\_\_\_\_  
Phillip A. Cox  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Janet Hogan, Executive Director

  
\_\_\_\_\_  
Date