	Grant and	Coope	rativ	e Agreen	nent		СНО	OSE ONE: COOPERATIVE AGREEMENT GRANT	
CHOOSE ONE:	☐ EDUCATION	FACILITI	ES	RESEARCH		SDCR		TRAINING	
1. GRANT/COOPERATIVE P20AP00322	AGREEMENT NUMBER	UPPLEMENT	NUMBER		CTIVE DATE /2020		OMPLETION DATE 01/2022		
5. ISSUED TO NAME/ADDRESS OF RE ALAMEDA, CITY O Attn: ATTN GOVE 2263 SANTA CLAR ALAMEDA CA 9450	RNMENT POC A AVE RM 120	unty, State, Zip)		iling Address: 1279	5 W Ala Box 25	ameda Pai	-	ice	
7. TAXPAYER IDENTIFICA	TION NO. (TIN)		PF	RINCIPAL INVESTIGAT ROGRAM MGR. (Name		IIZATION'S PE	ROJECT OR		
8. COMMERCIAL & GOVE 334D0	RNMENT ENTITY (CAGE) NO.			e Chisaki 0) 747-7747,	jchisa)	ki@alame	daca.gov		
10. RESEARCH, PROJECT The Impact of Ja	OR PROGRAM TITLE apanese American I secutive Order 906		ion on A	lameda, CA th	e First	Califo:	rnia Commur	nity	
11. PURPOSE To Initiate a Ne	w NPS JACS Grant	Agreement							
12. PERIOD OF PERFORM 08/01/2020 throu									
13A.	AWARD H	IISTORY		13B.		Т	FUNDING H	IISTORY	
PREVIOUS	71111111111		\$0.00	PREVIOUS				\$0.00	
THIS ACTION		\$1	39,220.00	THIS ACTION				\$139,220.00	
CASH SHARE			39,220,00		TOTAL			\$139,220.00	
NON-CASH SHARE		Ψ.	\$0.00	ty i D years				\$100 Jan 20100	
RECIPIENT SHARE		S	77,700.00						
тот	AL	\$1	39,220.00						
14. ACCOUNTING AND AF	PROPRIATION DATA								
PURCHASE REQUEST NO). JOB OR	DER NO.		AMOUNT	AMOUNT		ST	STATUS	
0020211639									
15. POINTS OF CONTACT	T		I	_					
TEO. 11.10.11.0551055	NAME Kara Miyagishima		MAIL STO	TOP TELEPHONE (303) 969-28		kara miyagishima@n			
TECHNICAL OFFICER NEGOTIATOR	Kara Hryagishina			(303) 303	2005	Kara_mrj	ragionimaen	pargor	
ADMINISTRATOR	Todd Wilson			303-358-8	403	Todd Wil	.son@nps.go	V	
PAYMENTS	+			_					
	UNDER THE AUTHORITY OF								
	441, 120 STAT 328		461	_					
17. APPLICABLE STATEM	ENT(S), IF CHECKED:			18. APPLICABLE E	ENCLOSUR	E(S), IF CHEC	CKED:		
☐ NO CHANGE IS M	MADE TO EXISTING PROVISION	ONS		X PROVISION	ONS	X SPE	CIAL CONDITION	IS	
. —	CONDITIONS AND THE AGE APPLY TO THIS GRANT	NCY-SPECIFIC		REQUIRE	D PUBLICA	ATIONS AND F	REPORTS		
TERRITERIO	UNITED STATES OF AMER	ICA			COOPERAT	TIVE AGREEN	IENT RECIPIENT		
CONTRACTING/GRANT C	OFFICER // Nileon	DATE 8/4/2020				TIVE		DATE	

Grant and Cooperative Agreement

				EST	TIMATED COST
ITEM NO.	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT	UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.933				
	DUNS Number: 073928111				
	Legacy Doc #: NPS				
	Delivery: 08/01/2022				
	Admin Office:				
	NPS, IMR - Financial Assistance				
	12795 W Alameda Parkway				
	Denver CO 80225-0287				
	Delivery Location Code: 0009060549				
	NPS, Intermountain Region DE				
	12795 W. Alameda Parkway				
	Lakewood CO 80228-0287 US				
	Account Assignm: K G/L Account: 6100.411G0				
	Business Area: P000 Commitment Item: 411G00 Cost				
	Center: PPIMIMRO3H Functional Area:				
	PCU00JG14.GR0000 Fund: 200P104214 Fund Center:				
	PPIMIMRO3H Project/WBS: PX.XIMJG2016.00.1 PR Acct				
	Assign: 01				
	Period of Performance: 08/01/2020 to 08/01/2022				
00010	IMR-JACS Alameda Free Library				139,220.00
	Obligated Amount: \$139,220.00				
	The total amount of award: \$139,220.00. The				
	obligation for this award is shown in box 13B.				

Grant Agreement

P20AP00322

Between

THE UNITED STATES DEPARTMENT OF INTERIOR

NATIONAL PARK SERVICE

AND

ALAMEDA FREE LIBRARY

DUNS No: 073928111

2263 Santa Clara Avenue, Room 120

Alameda, CA 94501-4477

Alameda County

CFDA: 15.933 Preservation of Japanese American Confinement Sites

Project Title: The Impact of Japanese American Incarceration on Alameda, CA—the First

California Community Removed under Executive Order 9066

Amount of Federal Funds Obligated: \$139,220 Amount of Non-Federal Funding: \$77,700 Total Amount of Federal Award: \$216,920

Period of Performance: August 1, 2020 – August 1, 2022

This Grant Agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS), and Alameda Free Library (Recipient).

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ARTICLE I – LEGAL AUTHORITY

NPS enters into this Agreement pursuant to:

Preservation of Japanese American Confinement Sites Act, (Public Law 109-441, 120 STAT 3288, 16 USC 461)

Further Consolidated Appropriations Act of 2020 (Public Law 116-94)

ARTICLE II – PROJECT GOALS AND OBJECTIVES

The Japanese American Confinement Sites Grant Program was established pursuant to the Preservation of Japanese American Confinement Sites Act (Public Law 109-441, 120 STAT 3288, 16 USC 461), which authorized the creation of a grant program to preserve and interpret U.S. confinement sites where Japanese Americans were detained during World War II (and for other purposes).

The objective of this Agreement is to provide Japanese American Confinement Sites Grant Program financial assistance to the Recipient to carry out the project scope of work specified in the approved grant project proposal and attached to this Agreement (unless otherwise specified).

ARTICLE III – PUBLIC PURPOSE

The objective of the Japanese American Confinement Sites Grant Program is to provide financial assistance to eligible entities, including non-profit organizations, educational institutions, state, local, and tribal governments; and other public entities for projects to preserve and interpret U.S. confinement sites where Japanese Americans were detained or imprisoned during World War II in order that present and future generations may learn and gain inspiration from these sites and that these sites will demonstrate the Nation's commitment to equal justice under the law.

ARTICLE IV – COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources. Such

approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

ARTICLE V - STATEMENT OF WORK

The Recipient shall adhere to the approved statement of work as set forth in Attachment D - Grant Project Proposal of this agreement.

ARTICLE VI – RESPONSIBILITIES OF THE PARTIES

- A. The Recipient agrees to:
 - The Recipient shall carry out the Statement of Work in accordance with Attachment D - Grant Project Proposal, and the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable
- B. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, and technical assistance at the request of the recipient.

ARTICLE VII – COST-SHARE REQUIREMENT

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget. The non-Federal cost share must follow at least the minimum required 2:1 Federal to non-Federal cost share. If pre-award costs are authorized, reimbursement of these costs is limited to a Federal cost share percentage as identified in this agreement.

ARTICLE VIII – PRE-AWARD INCURRENCE OF COSTS

Pre-award costs consist of grant-related costs incurred prior to the start date of this Agreement that would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement. Any pre-award costs must be approved in writing by the NPS-ATR and NPS-AO and authorized to be charged to this grant in accordance with 2 CFR 200.308 and 2 CFR 200.458. Documentation of these pre-award costs must be retained for review by the Recipient's financial audit. The Recipient must submit the required documentation to the NPS-ATR and NPS-AO for review and approval as described in the Fiscal Year 2020 Japanese American Confinement Sites Grant Program Grant Manual.

ARTICLE IX – APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate.

ARTICLE X – TERM OF AGREEMENT

The Agreement will be effective from August 1, 2020 through August 1, 2022, unless terminated earlier per Article XVI. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

ARTICLE XI – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

Awarding Officer (AO):

Todd Wilson Financial Assistance Officer National Park Service IMR- Regional Contracting 12795 W. Alameda Parkway P.O. Box 25287 Denver, CO, 80225-0287

Phone: 303.358.8403

Email: todd wilson@nps.gov

Agreement Technical Representative (ATR):

Kara Miyagishima, Program Manager Japanese American Confinement Sites (JACS) Grant Program National Park Service, Intermountain Region 12795 W. Alameda Parkway Lakewood, CO 80228

Phone: (303) 969-2885 Fax: (303) 987-6675

E-mail: kara miyagishima@nps.gov

2. For the Recipient:

Authorizing Official & Principal Investigator:

Jane Chisaki, Library Director Alameda Free Library 1550 Oak Street Alameda, CA 94501 Phone (510) 747-7747

Fax: (510) 865-1230

Email: jchisaki@alamedaca.gov

- B. Communications. Recipient shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR.
- C. Changes in Key Officials. Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE XII – AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$139,220 for the Statement of Work described in Article V and in accordance with the NPS approved budget. The approved budget detail is incorporated herein, Attachment B. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment in accordance with the following:
 - Method of Payment. Payment will be made by reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 - 2. Requesting Reimbursement. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period. Additional guidance concerning reimbursements and required documentation is available in the Japanese American Confinement Sites Grant Program Grant Manual.

- Adjusting Payment Requests for Available Cash. Funds that are available
 from repayments to, and interest earned on, a revolving fund, program
 income, rebates, refunds, contract settlements, audit recoveries, credits,
 discounts, and interest earned on any of those funds must be disbursed before
 requesting additional cash payments.
- 4. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
- 5. Supporting Documents and Agency Approval of Payments. Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at http://www.sam.gov. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurement documents the Recipient may have with the Federal government.
- D. Allowable and Eligible Costs. Expenses charged against awards under the Agreement may only be incurred prior to the beginning of the Agreement in accordance with Article VIII and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Travel Costs. For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.

- F. Indirect Costs. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- G. Recipient Cost Share or Match. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

ARTICLE XIII – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

ARTICLE XIV – REPORTS AND/OR OUTPUTS/OUTCOMES

The following table sets forth the reporting requirements for this agreement.

Required Reports	Interim Reports	Final Report
Performance Repo		
Format	No specific format required. See content requirements in 2 CFR 200.327-329.	Summary of activities completed during the entire period of performance is required. See content requirements in 43 CFR 12.80.
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	Oct 1 – March 31, April 1 – September 30	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period	Within 90 days after the completion date of the Agreement
Submit to:	NPS-ATR at nps_jacsgrants@nps.gov with a copy to the NPS-AO at FA- IMR@nps.gov	NPS-ATR at nps_jacsgrants@nps.gov with a copy to the NPS-AO at FA-IMR@nps.gov
Federal Financial		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance

Reporting Period	Oct 1 – March 31, April 1 –	Entire period of performance
1 0	September 30	
Due Date*	Within 30 days after the end of	Within 90 days after the
	the Reporting Period.	completion date of the
		Agreement
Submit to:	NPS-ATR at	NPS-ATR at
	nps_jacsgrants@nps.gov with a	nps_jacsgrants@nps.gov
	copy to the NPS-AO at FA-	with a copy to the NPS-AO
	IMR@nps.gov	at FA-IMR@nps.gov

Failure to submit acceptable project reports by the dates specified, may result in suspension of funds or other action.

The Recipient is required to submit all draft project materials to the NPS for review and approval with the Interim Project Reports, prior to completing the finished product. This includes, but is not limited to, documentary scripts; interpretive and educational materials such as brochures, exhibits, pamphlets, plaques, postcards, and waysides; oral history methodologies and questionnaires; and plans and specs for preservation or capital projects, among other materials. The Interim and Final Project Performance Reports may also include any additional documentation demonstrating project performance. If any publications (reports, studies, books, pamphlets, videotapes, etc.) are produced using Federal or non-Federal matching share under this grant, enclose three (3) copies of the publication with the Final Project Performance Report, including any significant documentation demonstrating the completion of the project.

The Recipient agrees to maintain close liaison with the NPS-ATR throughout the grant period. The NPS reserves the right to request meetings, upon reasonable notice, with Recipient project staff at intervals during the course of project work. The Recipient agrees to promptly notify the NPS-ATR should any of the following conditions become known to the Recipient:

- a) Problems, delays, or adverse conditions that will materially affect the ability of the Recipient (or its subrecipients, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work;
- b) The need for adjustment (revision) to the project budget; and
- The lack of non-Federal matching share to meet the amount required by this Agreement.
- B. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and

records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

ARTICLE XV – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 applies to this Agreement.

ARTICLE XVI – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

ARTICLE XVII - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- OMB Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at http://www.ecfr.gov:
 - a) Administrative Requirements:
 - 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;
 - b) Determination of Allowable Costs:
 - 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and
 - c) Audit Requirements:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

d) Code of Federal Regulations/Regulatory Requirements:

2 CFR Part 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";

2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Governmentwide Debarment and Suspension (NonProcurement)";

43 CFR 18, "New Restrictions on Lobbying";

2 CFR Part 175, "Trafficking Victims Protection Act of 2000";

FAR Clause 52.203–12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, "Reporting Subawards and Executive Compensation".

- 2. Non–Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- Lobbying Prohibition. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
- 4. Anti-Deficiency Act. Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

- 5. Minority Business Enterprise Development. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- Assignment. No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
- Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall
 be admitted to any share or part of any contract or agreement made, entered into,
 or adopted by or on behalf of the United States, or to any benefit to arise
 thereupon.
- 8. Agency. The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
- Non-Exclusive Agreement. This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- 10. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- 11. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 12. Captions and Headings. The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
- 13. No Employment Relationship. This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or

- its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
- 14. No Third-Party Rights. This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
- 15. Foreign Travel. The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implanting regulations of the Fly America Act are found at 41 CFR 301–10.131 through 301–10.143.
- 16. Program Income. If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

B. Special Provisions

- Selection of Contractors. The Recipient must comply with Procurement Standards outlined in 2 CFR 200 when selecting contractors for the procurement of goods and services. The contractors must have the requisite experience and training for the work to be performed. All contractors must be competitively selected, and documentation of this selection must be maintained by the Recipient and be made readily available for examination by the NPS-ATR upon request. Federal contracting and procurement standards can also be found on the Japanese American Confinement Sites Grant Program website at http://www.nps.gov/jacs/manual.html.
- 2. NPS Park Superintendent Review and Approval of Project within a Unit of the NPS. If the project is being conducted within a unit of the NPS, all draft project materials, plans and specifications for grant-assisted work must be submitted to the NPS Park Superintendent, in addition to the NPS-ATR, for review and approval prior to the beginning of grant-assisted work.
- 3. NPS Review and Approval of Planning/Design Documents for Conformance to the Secretary of the Interior's Standards for Archaeology and Historic Preservation. The Recipient must submit plans and specifications for the entire undertaking to the NPS-ATR for review and approval to ensure compliance with the relevant aspects of the Secretary of the

Interior's Standards for Archaeology and Historic Preservation, and with the conditions listed in this Agreement, prior to the beginning of grant-assisted work on the property. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds de-obligated. For preservation, rehabilitation, restoration, reconstruction, and capital projects on historic properties, refer to the Secretary of the Interior Standards for the Treatment of Historic Properties at http://www.nps.gov/tps/standards.htm. For documentation projects refer to the Secretary of the Interior's Standards for Historical Documentation, Standards for Architectural and Engineering documentation, and Standards for Archeological Documentation at http://www.nps.gov/history/local-law/arch stnds 0.htm.

4. Compliance with the National Environmental Policy Act and Section 106 of the National Historic Preservation Act. The National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) apply to any Federal activity including the expenditure of Federal funds, undertakings on Federal lands, and activities using Federal permits. In order to comply with these and other environmental compliance laws, NPS will determine the appropriate level of compliance and may ask you to respond to specific questions or provide additional information to facilitate this process. If the Recipient moves forward with project activities in advance of the final NEPA and NHPA decisions, the Recipient is at risk of not receiving Federal funding and such costs may not be recognized as allowable non-Federal cost share. For NEPA, NPS will prepare categorical exclusions; however if NPS determines that the preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is needed, the Recipient must provide the information needed to complete that assessment and will be responsible for the cost of preparing an EA or EIS. For NHPA, the NPS and the Recipient must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 prior to the commencement of all grant-assisted construction or ground disturbance on the property. These regulations can be found on the Advisory Council's website: http://www.achp.gov/work106.html. The NPS will initiate the Section 106 consultation process with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), by notifying the SHPO or THPO of the grant and sending the SHPO or THPO a copy of the grant project proposal. The Recipient must provide to the NPS the information needed to complete an assessment of the effects that the undertaking may have on historic properties within the project area, and the Recipient may be required to pay for the cost of preparing an assessment of effect and a memorandum of agreement. As allowed by 36 CFR 800.2(c)(4), the NPS has authorized all Japanese American Confinement Sites Grant Program grant award recipients to undertake Section 106 consultation with the SHPO or THPO. The NPS must receive a copy of the SHPO's or THPO's written approval of the methodology or plan to be used for any archaeological

testing or ground-breaking prior to conducting such testing or groundbreaking. As part of the Section 106 review, the Recipient must submit plans and specifications for the project to the SHPO or THPO and NPS simultaneously. The Recipient then must submit to the NPS-ATR copies of the following: 1) any written comments the Recipient receives from the SHPO or THPO in response to submission of plans and specifications for the project, including any suggestions for modifying the project, and 2) the SHPO's or THPO's written concurrence with the project as proposed or as modified. In the event that the Recipient and the SHPO or THPO cannot reach agreement on the determination of effect, the Recipient must notify the NPS in writing so that the NPS may participate in the conclusion of the consultation. When all work funded under this grant has been completed, the Recipient must submit a copy of the Final Project Performance Report and any significant documentation demonstrating the completion of this project (required under Article IX-Reports and Deliverables of this Agreement), to the SHPO or THPO to confirm that all work was completed as agreed upon. Contact information for the SHPO can be found on the National Conference of State Historic Preservation Officers website: http://ncshpo.org/directory/. Contact information for the THPO can be found on the National Association of Tribal Historic Preservation Officers website: http://www.nathpo.org/map.html. Additional guidance on NEPA and Section 106 of NHPA is available in the Fiscal Year 2018 Japanese American Confinement Sites Grant Program Grant Manual.

Press releases about this project must acknowledge the grant assistance provided by the NPS and copies of the press releases must be provided to the NPS-ATR. As stipulated in 36 CFR Part 800 and under Section 106 of the National Historic Preservation Act, public views and comments regarding all Federally funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the Recipient is required to send a press release regarding the undertaking under this grant to one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving the signed grant agreement. A sample press release is available on the Japanese American Confinement Sites Grant Program website at http://www.nps.gov/jacs/manual.html. A copy of the posted release must be submitted to NPS-ATR within 30 days of the posting.

5. Requirement for Project Sign. The Recipient must erect and maintain a project sign at the project site for any capital, restoration, or reconstruction project. This sign must: be of reasonable and adequate design and construction to withstand weather exposure; be of a size that can be easily read from the public right-of-way; and be maintained in place throughout the project term as stipulated in this Agreement. At a minimum, the sign must contain the following statement: "The [Insert Project Title] project is being funded, in part, by a grant from the Department of the Interior, National Park Service,

Japanese American Confinement Sites Grant Program." Additional information briefly identifying the historical significance of the property or recognizing other contributors is encouraged and permissible. Photographs of the sign must be submitted to the NPS-ATR at the start of the construction process. The cost of fabricating and erecting this sign is an eligible cost for this grant.

6. Federal Historic Preservation Tax Credits. Recipients accepting Preservation of Japanese American Confinement Sites grant funds for projects that are also being submitted for consideration under the Federal Historic Preservation Tax Credit program must: 1) inform the NPS Historic Preservation Grants Division of the date of application for the tax credits; 2) submit a breakdown of costs being submitted for tax credits; and, 3) submit a breakdown of costs being reimbursed through the Federal funds and costs being counted as the matching share under the Preservation of Japanese American Confinement Sites grant. Recipients are prohibited from including expenses reimbursed by this grant or counted as non-Federal matching funds as part of the Federal Historic Preservation Tax Credit project.

7. Public Information and Endorsements

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
- c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
- d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

- e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a Federally recognized Indian tribal government.
- 8. Publications of Results of Studies. No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- 9. Rights in Data. The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- Retention and Access Requirements for Records. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337.

11. Audit Requirements

- a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F, which is available at http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6
- b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial

audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at http://harvester.census.gov/sac/.

- Procurement Procedures. A full description of procurement standards can be found in 2 CFR §200.317-§200.326.
- 13. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government—wide prohibition on the use of text messaging while driving on official business or while using Government—supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company—owned or rented vehicles, government—owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- 14. Seat Belt Provision. The Recipient is encouraged to adopt and enforce on—the—job seat belt use policies and programs for their employees when operating company—owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- Trafficking in Persons. This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
- Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
 - a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239).
 - b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
 - The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified

acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

17. Reporting Subawards And Executive Compensation.

Recipients must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associate amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. 6101 note)). Refer to https://www.fsrs.gov/ for more information.

18. Conflict of Interest

- (a) Applicability.
 - This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
 - (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

- Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
- (d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- (e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

Minimum Wages Under Executive Order 13658 (January 2015)

a) Definitions. As used in this clause—

"United States" means the 50 states and the District of Columbia.

"Worker"—

- (1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and
 - (i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

- (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,
- (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.
- (2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).
- (3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- b) Executive Order Minimum Wage rate.
 - (1) The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently \$10.20 per hour as of January 1, 2017).
 - (2) The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
 - (3) (i) The non-Federal entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation

insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

- (ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities s shall consider any Subrecipient requests for such price adjustment.
- (iii) The Financial Assistance Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- (4) The non-Federal entity warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (5) The non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.
- (6) The non-Federal entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
- (7) Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
- (8) The non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- (9) The non-Federal entity shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

- c)
- (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
 - (i) Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or subrecipient and the worker;
 - (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and
 - (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to-
 - (i) Fair Labor Standards Act (FLSA) covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;
 - (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
 - (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under <u>29</u> U.S.C. § 214(a).
 - (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).
 - (C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).
- d) Notice. The non-Federal entity shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum

wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the non-Federal entity shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Non-Federal entities that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

- e) Payroll Records.
 - (1) The non-Federal entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
 - Name, address, and social security number;
 - (ii) The worker's occupation(s) or classification(s);
 - (iii) The rate or rates of wages paid;
 - (iv) The number of daily and weekly hours worked by each worker;
 - (v) Any deductions made; and
 - (vi) Total wages paid.
 - (2) The non-Federal entity shall make records pursuant to paragraph(e) (1) of this clause available for inspection and transcription by
 - authorized representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.
 - (3) The non-Federal entity shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
 - (4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Financial Assistance Awarding Officer's

own action, payment shall be withheld until such time as the noncompliance is corrected.

- (5) Nothing in this clause limits or otherwise modifies the non-Federal entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- f) Access. The non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- g) Withholding. The Financial Assistance Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the non-Federal entity under this or any other Federal agreement with the same non-Federal entity, sufficient to pay workers the full amount of wages required by this clause.
- h) Disputes. Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning a non-Federal entity's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
- Antiretaliation. The non-Federal entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- Subcontractor compliance. The non-Federal entity is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) Subawards. The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
- Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements: Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations

Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

21. Data Availability:

- (a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- (b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:
 - (i) The scientific data relied upon;
 - (ii) The analysis relied upon; and
 - (iii) The methodology, including models, used to gather and analyze data.

ARTICLE XVIII – ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement:

Attachment A. SF–424 – Budget Information

Attachment B. SF-424A – Budget Information – Non–Construction Programs and

Budget Justification

Attachment C. SF–424 B – Assurances – Non–Construction Programs

Attachment D. Grant Project Proposal

ARTICLE XIX – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR ALAMEDA FREE LIBRARY

Jane Chisaki	Date
Library Director	

FOR THE NATIONAL PARK SERVICE

Fold Wison Bate

Financial Assistance Awarding Officer

OMB Number: 4040-0004 Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02								
*1. Type of Submission:	17	*2. Typ	e of Application	on	* If Revision, select appropriate letter(s)	-		
☐ Preapplication		⊠ Nev	v			-		
		☐ Con	tinuation		*Other (Specify)			
☐ Changed/Corrected Ap	oplication	☐ Revi	sion					
Date Received: 4. Applicant Identifier:								
5a. Federal Entity Identifier:					Federal Award Identifier:	,		
State Use Only:			1					
6. Date Received by State	9:		7. State Ap	plicati	on Identifier:			
8. APPLICANT INFORMA	ATION:				y (4)			
*a. Legal Name: City of A	Jameda							
*b. Employer/Taxpayer Ide 94-6000288	entification N	umber (I	EIN/TIN):		Organizational DUNS: 928111			
d. Address:								
*Street 1:	2263 Santa	Clara A	venue					
Street 2:			×					
*City:	Alameda							
County:	Alameda							
*State:	California							
Province:								
*Country:	United State	S		_				
*Zip / Postal Code	94501							
e. Organizational Unit:				_				
Department Name: Alameda Free Library				Divi	sion Name:			
f. Name and contact inf	ormation of	person	to be contac	ted o	n matters involving this application:			
Prefix:		*F	irst Name:	Jane				
Middle Name:								
*Last Name: Chisaki	.1							
Suffix:								
Title: Library [Director							
Organizational Affiliation: Alameda Free Library (City	y of Alameda)						
*Telephone Number: 51				F	ax Number: 510.865.1230			
*Email: jchisaki@alame			-					

OMB Number: 4040-0004 Expiration Date: 01/31/2009

Application for Federal Assistance SF-424	Version 02
*9. Type of Applicant 1: Select Applicant Type:	
C. City or Township Government	- 1
Type of Applicant 2: Select Applicant Type:	v
Type of Applicant 3: Select Applicant Type:	
*Other (Specify)	200
*10 Name of Federal Agency: Department of the Interior / National Park Service	
11. Catalog of Federal Domestic Assistance Number:	
15.933	=
CFDA Title:	
Preservation of Japanese American Confinement Sites	
*12 Funding Opportunity Number:	
P19AS00210	
*Title:	
Japanese American Confinement Sites Grant Program	
13. Competition Identification Number:	
Title:	
14. Areas Affected by Project (Cities, Counties, States, etc.):	
Alameda, CA	
*15. Descriptive Title of Applicant's Project:	
The Impact of Japanese American Incarceration on Alameda, CA the First California Community Removed under Exe 9066	ecutive Order
~	

OMB Number: 4040-0004 Expiration Date: 01/31/2009

Application for Fed	leral Assistance SF-4	24		Version 02				
16. Congressional Di	stricts Of:			(6)				
*a. Applicant: CA-013	*a. Applicant: CA-013							
17. Proposed Project	t:							
*a. Start Date: after a	ward in 2020		*b. End Date:	2022				
18. Estimated Fundin	ng (\$):		2					
*a. Federal	139,220							
*b. Applicant	77,700							
*c. State								
*d. Local								
*e. Other				25				
*f. Program Income								
*g. TOTAL	216,920			*				
and the second		te Under Executive Order						
		he State under the Executive		ess for review on				
☐ b. Program is subj	ect to E.O. 12372 but has	s not been selected by the S	tate for review.					
C. Program is not	covered by E. O. 12372							
*20. Is the Applicant	Delinquent On Any Fed	leral Debt? (If "Yes", prov	ride explanation.)					
☐ Yes	☐ Yes No							
herein are true, compl with any resulting term	21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)							
□ ** I AGREE								
** The list of certification agency specific instructions.		n internet site where you ma	ay obtain this list, is o	contained in the announcement or				
Authorized Represer	ntative:							
Prefix:		*First Name: Jane						
Middle Name:								
*Last Name: Chis	saki							
Suffix:								
*Title: Library Director	r .	24						
*Telephone Number:	510.747.7747		Fax Number: 510.8	865.1230				
* Email: jchisaki@ala	medaca.gov			2				
*Signature of Authorized Representative: *Date Signed: 11.18.2019								

Authorized for Local Reproduction

Award Number: P20AP00322

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044 Section A - Budget Summary Estimated Unobligated Funds Catalog of Federal New or Revised Budget Grant Program Function or Domestic Assistance Activity Non-Federal Federal Non-Federal Federal Total Number (a) (c) (d) (e) (b) (g) 1. JACS Grant \$139,220 \$77,700 \$216,920 15.933 \$0 2. \$0 3. \$0 4. \$0 \$0 \$139,220 \$77,700 \$216,920 5. Totals Section B - Budget Categories Grant Program, Function or Activity 6. Object Class Categories Total (5) JACS Grant 15.933 (2)(4) \$32,000 \$32,000 a. Personnel \$8,000 \$8,000 b. Fringe Benefits \$0 \$0 c. Travel \$0 \$0 d. Equipment \$0 \$0 e. Supplies \$136,200 \$136,200 f. Contractual \$0 \$0 g. Construction \$21,000 \$21,000 h. Other \$197,200 \$0 \$0 \$0 i. Total Direct Charges (sum of 6a-6h) \$197,200 \$19,720 \$19,720 Indirect Charges \$216,920 \$0 \$0 \$0 \$216,920 k. Totals (sum of 6i-6j)

> SF-424A (Rev. 4-92) Prescribed by OMB Circular A-102

\$0

Program Income

\$0

Budget Justification Template

Note: A Budget Justification is required as part of the Japanese American Confinement Sites Grant Application Package. This Budget Justification template is optional, and provided for applicants who may want to use it for the preparation of the budget justification. Applicants are not required to use this template, and may provide the Budget Justification information in any format of their choosing, including word-processing documents. Also note, the SF-424A, Budget Information, Non-Construction Programs, is automatically included in this document. Please read the Funding Opportunity Announcement for more

Award Number: P20AP00322 Award Recipient: Alameda Free Library

General Instructions

- Only fill in light blue cells, white cells contain instructions, headers, or summary calculations and should not be modified.
- 2. The Summary section at the end will auto-fill when each budget subsection is completed.
- 3. Budget categories must include both Federal and Non-Federal (cost match) portions. All costs must be directly relevant to the project objectives.
- 4. All costs incurred by the preparer's sub-recipients and vendors should be entered only in section f. Contractual.
- All costs must be allowable, allocable, and reasonable in accordance with the administrative requirements and applicable cost principles prescribed in 2 CFR 200.
- Rows can be added as needed throughout sections a, through i, If rows are added, formulas/calculations may need to be adjusted.

Cost Match Instructions

- The budget must include at least the minimum Federal to non-Federal required match, if applicable.
- Cost Match can be either Cash or In-kind. <u>Cash Cost Match</u> encompasses all contributions to the project incurred and <u>paid for</u> during the project. This includes Cost Match payments for personnel, supplies, equipment, activities and items necessary for the project. <u>In-kind Cost Match</u> encompasses all contributions to the project that do not involve a payment or reimbursement and represent donated items or services that are necessary to the performance of the project. This includes volunteer personnel hours, donated existing equipment, donated existing supplies, etc. The market value and calculations for all In-kind cost match items must be justified and explained.
- 3. Funds from other Federal sources MAY NOT be counted as cost match. Non-Federal sources include any source not originally derived from Federal funds.
- 4. Fee or profit, including foregone fee or profit, are not allowable as project costs (including cost match). The project may only incur those costs that are allowable and allocable to the project (including cost match) as determined in accordance with the administrative requirements and cost principles in 2 CFR 200.

a. Personnel

- Personnel are staff employed by the lead applicant organization. Personnel costs for subrecipients and vendors must be included under f. Contractual.
- Identify all personnel by position title. Enter the amount of time (i.e., hours or % of time) and the base pay rate and the total will automatically calculate. Also include the basis of rate (e.g., actual salary, labor distribution report, state civil service rates, etc.). Personnel costs may only include time spent working directly on the project.
- 3. If a position and hours are attributed to multiple employees (e.g. Technician working 2500 hours) the number of employees for that position title must be identified.

Position Title	Time (Hrs or %)	Rate (Hr or Salary)	Total Cost	Federal Share	Cost Match	Rate Basis
EXAMPLE!!! Sr. Engineer	400	\$46.00	\$18,400	\$14,000	\$4,400	Actual Salary
Project Manager - Chisaki	366.67	\$ 60.00	\$22,000	\$0	\$22,000	During the full period of the grant\
Programs Manager - TBD	200	\$ 50.00	\$10,000	\$10,000		During the full period of the grant\
			\$0	\$0		
			\$0	\$0		
[\$0	\$0		
			\$0	\$0		
		_	\$0	\$0		
Total	566.67		\$32,000	\$10,000	\$22,000	

b. Fringe Benefits

- 1. Fill out the table below by position title. If all employees receive the same rate, you may list Total Personnel in the Position column instead of listing out all position titles. If more than one rate is used, list each rate separately. Complex calculations should be provided in the Comments section.
- 2. Fringe rates may not exceed what is currently provided by the organization. If a federally approved Fringe rate exists, provide the rate agreement with the application.

Position Title	Personnel	Rate	Total Cost	Federal Share	Cost Match	Comments (as needed)
EXAMPLE!!! Sr. Engineer	\$18,400	20%	\$3,680	\$1,680	\$2,000	
Project Manager - Chisaki	22,000	25.00%	\$5,500	\$0	\$5,500	Based on historical data
Programs Manager - TBD	10,000	25.00%	\$2,500	\$2,500		Based on historical data
			\$0	\$0		
			\$0	\$0		
			\$0	\$0		
Total:	\$32,000		\$8,000	\$2,500	\$5,500	

c. Travel

- 1. All travel must be necessary for performance of the project objectives.
- 2. Travel costs should remain consistent with travel costs incurred by an organization during normal business operations as a result of the organizations written travel policy. In absence of a written travel policy, organization's must follow the regulations prescribed by the General Services Administration (GSA); www.gsa.gov.

From	То	# of Days	# of Travelers	Lodging per Traveler	Flight per Traveler	Vehicle per Traveler	Per Diem per Traveler	Cost per Trip	Federal Share	Cost Match	Basis for Estimate
Denver	Washington, D.C.	2	2	\$250	\$500	\$100	\$160	\$2,020	\$1,520	\$500	GSA rates
								\$0	\$0		
								\$0	\$0		
								\$0			
								\$0	\$0		
								\$0	\$0		
Total								\$0	\$0	\$0	

d. Equipment

- 1. Equipment is generally defined as one item with an acquisition cost greater than \$5,000 and a useful life of more than one year. Refer to the supplies section for items of lesser value and useful life.
- 2. List all equipment noting its purpose in the project and the basis of cost (e.g. vendor quotes, catalog prices, prior invoices, etc.). If it is existing equipment, provide a justification for its estimated value.
- 3. Note that equipment items with a residual value of \$5,000 or more at the end of the award will be subject to the equipment disposition regulations in 2 CFR 200.313.

Equipment Item	Quantity	Unit Cost	Total Cost	Federal Share	Cost Match	Basis of Cost	Purpose
	Quartery		7.50				
EXAMPLE!!! Commercial Printer	1	\$12,000	\$12,000	\$8,000	\$4,000	Vendor Quote	Printing of photographs and brocures
			\$0	\$0			
			\$0	\$0			
			\$0	\$0			
			\$0	\$0			
			\$0	\$0			
Total			\$0	\$0	\$0		

e. Supplies

- 1. Supplies are generally defined as items with an acquisition cost of \$5,000 or less and a useful life expectancy of less than one year. Supplies are generally consumed during the project.
- List all supplies noting their purpose in the project and the basis of cost (e.g. vendor quotes, catalog prices, prior invoices, etc.). Supply items must be direct costs to the project and not duplicative of supply costs covered in the indirect rate.
- 3. Multiple supply items valued at \$5,000 or less used to assemble an equipment item with a value greater than \$5,000 and useful life of more than one year should be included in the equipment section.

Supply Item	Quantity	Unit Cost	Total Cost	Federal Share	Cost Match	Basis of Cost	Purpose
EXAMPLE!!! Photo Laminate	800	\$2.00	\$3,600	\$3,600	\$0	Catalog price	Lamination of the printed photographs
			\$0	\$0			
			\$0	\$0			
			\$0	\$0			
			\$0	\$0			
			\$0	\$0			
			\$0	\$0			
			\$0	\$0			
Total			\$0	\$0	\$0		

f. Contractual

- 1. List all third party costs as either sub-recipients or contractors. A <u>sub-recipient (partner, sub-awardee)</u> is a legal entity to which a subaward is made, who has performance measured against whether the objectives of the grant project are met, is responsible for project-related decision-making, must adhere to the applicable grant program compliance requirements, and uses the Federal funds to carry out a program of the organization. A <u>contractor (vendor)</u>: is a legal entity contracted to provide goods and services within normal business operations, provides similar goods or services to many different purchasers, operates in a competitive environment, provides goods or services that are ancillary to the operation of the grant project, and is not subject to compliance requirements of the Federal program. All characteristics may not be present and judgment must be used to determine subrecipient vs. contractor status.
- 2. For each sub-recipient budget cost that is 35% or more of the total project costs, a separate budget justification form must be submitted with the application. The sub-recipient budget justification may be completed by the lead applicant or the sub-recipient.
- 3. List all vendors supplying commercial supplies or services used to support the project. For each Vendor budget cost that is 35% or more of the total project costs, a vendor price quote must be submitted with the application. All vendor work must be competitively selected in accordance with the procurement standards in 2 CFR 200.317 200.326.

Subrecipient Name	Purpose	Total Cost	Federal Share	Cost Match	Basis of Cost
EXAMPLE!!! XYZ Corp.	Partner to develop training curriculum for teachers	\$25,000	\$10,000	\$15,000	Personnel and supplies costs
		\$0	\$0		
Į.		\$0	\$0		
Į.		\$0	\$0	(),	
		\$0	\$0	i i	
<u>J</u>		\$0	\$0	[
	Subtotal	\$0	\$0	\$0	
Vendor Name	Purpose	Total Cost	Federal Share	Cost Match	Basis of Cost
EXAMPLE!!! ABC Corp.	Vendor to perform photograph scanning	\$8,000	\$0	\$8,000	Cost per 800 photos
Archivist	Collect, organize, catalogue, manage collections	\$60,000	\$60,000		2,000 hrs x \$30/hr
Interview Team - TBD	Conduct 10-12 video oral histories	\$10,000	\$10,000		\$1,000/interview (video-recorded)
Densho	Digitize photos and oral histories	\$51,000	\$34,000	\$17,000	2,000 objects x \$18/object, 10 interviews/\$1,500/interview
Internet Archive	Project management and Consultation	\$12,200	\$0	\$12,200	200 hrs
Densho	Encyclopedia Articles	\$3,000	\$3,000		Generation of 3-5 encyclopedia articles
	Subtotal	\$136,200	\$107,000	\$29,200	
	Total	\$136,200	\$107,000	\$29,200	

g. Construction

- 1. Construction is generally defined as construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property.
- 2. List all proposed construction below, providing a basis of cost such as engineering estimates, prior construction, etc., and purpose as it applies to the Project Objectives.

General Description		Total Cost	Federal Share	Cost Match	Basis of Cost
EXAMPLE!!! Construct Parking	To build a parking structure for the museum	\$22,000	\$12,000	\$10,000	Engineering estimate
			\$0		
			\$0		
j.			\$0	į.	
			\$0		
			\$0		
Total		\$0	\$0	\$0	

h. Other Direct Costs

- 1. Other direct costs are direct cost items required for the project which do not fit clearly into other categories. Indirect Costs should not be included in this section.
- 2. Basis of cost are items such as vendor quotes, prior purchases of similar or like items, published price list, established organizational rates, etc.

Cost Item	Purpose	Total Cost	Federal Share	Cost Match	Basis of Cost			
EXAMPLE!!! 4 Grad student	Support of graduate students working on project	\$16,000	\$12,000	\$4,000	Established University tuition rate			
Venue rental	Public presentations, meeting rooms, storage	\$6,000	\$0	\$6,000	rental at Alameda Free Library, Buddhist Temple, Methodist Church			
Data storage/file maintenance	online preservation of collections and interviews	\$15,000	\$0	\$15,000	online storage for 2,000 objects and video			
			\$0					
			\$0					
			\$0					
Total		\$21,000	\$0	\$21,000				

i. Indirect Costs

- 1. Indirect costs are costs an organization incurs for common or joint objectives that cannot be specifically identified with one organizational cost objective or project.
- Applicants may apply established indirect rates if they have been approved or negotiated with a Federal government agency, and a copy is included with this application.
 If the applicant does not have a current Federally approved rate agreement they may elect to apply a rate limited to 10% of total direct costs.

Rate Type	Federal Rate?	Base Description	Base Total Rate al Cost Fed				Cost Match
EXAMPLE!!! Indirect Rate	Yes	Total Direct costs excluding equipment, tuition, and subgrants greater than \$25,000	\$113,020	42.80%	\$48,373	\$28,373	\$20,000
EXAMPLE!!! Overhead Rate	No	Total Direct Costs	\$141,020	15.00%	\$21,153	\$5,000	\$16,153
Overhead Rate	No	Total Direct Costs	\$197,200	10.00%	\$19,720	\$19,720	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
Total					\$19,720	\$19,720	\$0

	Summary Figures in this summary table are calculated from entries made in subsequent categories, only blank white cells require data entry.								
Category									
a. Personnel	\$32,000	\$10,000	\$22,000	10.1%					
b. Fringe Benefits	\$8,000	\$2,500	\$5,500	2.5%					
c. Travel	\$0	\$0	\$0	0.0%					
d. Equipment	\$0	\$0	\$0	0.0%					
e. Supplies	\$0	\$0	\$0	0.0%					
f. Contractual	\$136,200	\$107,000	\$29,200	13.5%					
g. Construction	\$0	\$0	\$0	0.0%					
h. Other Direct Costs	\$21,000	\$0	\$21,000	9.7%					
i. Indirect Charges	\$19,720	\$19,720	\$0	0.0%					
Total Costs	\$216,920	\$139,220	\$77,700	35.82%					

OMB Number: 4040-0007 Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General
 of the United States and, if appropriate, the State,
 through any authorized representative, access to and
 the right to examine all records, books, papers, or
 documents related to the award; and will establish a
 proper accounting system in accordance with generally
 accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

 (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

- Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
	Development, Operations, & Communications Ass	
melallower		
APPLICANT ORGANIZATION	DATE SUBMITTED	
Vigilant Love	11/18/2019	

Japanese American Confinement Sites Grant Program Project Narrative

National Park Service U.S. Department of the Interior

Note: A Project Narrative is required as part of the Japanese American Confinement Sites Grant Application Package. This Project Narrative template is optional, and provided for applicants who may want to use it for the preparation of the narrative. Applicants are not required to use this template, and may provide the Project Narrative information in any format of their choosing, including word-processing documents. Please read the Funding Opportunity Announcement for more information. *Save this template to your computer before filling it out.

1. PROJECT INFORMATION								
Project Name: The Impact of Japanese Ame	rican Incarceration on Alameda, CA—the First	California Community Removed under Executive Order 9066						
Project Type (Select ONLY one):	Capital Project Documentati	on						
☐ Interpretation & Education ☐	Planning Real Property Acqui	*Note that property acquisition is limited to Heart Mountain, Honouliuli, Jerome, Rohwer, and Topaz, as stipulated by Public Laws 109-441 and 111-88.						
(limit to 1-2 sentences): community-wide ar		, provide public online access and digitally preserve a s, photographs, books, films and maps about the WWII						
Confinement Site(s) that will benefit from project: All 10 WRA confinement sites, especially Topaz								
Location of Confinement Site(s): City	Delta/Topaz County Millard	State Utah Zip Code 84624						
Federal Amount Requested \$ 139,2	Non-Federal Cost Match \$ 77,	700 Total Project Budget \$ 216,920						
Authorizing Official's Name Jane (Organization Alameda Free Street Address (NO P.O. Box) 1550	e Library	tle Library Director						
City Alameda	State CA	Zip Code 94501						
Phone 510.747.7747	Fax 510.865.1230	E-mail jchisaki@alamedaca.gov						
PROJECT DIRECTOR (if different from Authorizing Official above)								
Name	Т	tle						
Organization								
Street Address (NO P.O. Box)								
City	State	Zip Code						
Phone	Fax	E-mail						

APPLICANT TYPE	(select <u>ONLY</u> one)					
City	☐ County	☐ State	☐ Tribe	Other Public Entity		
	☐ Private Non-profit Organization		☐ Educationa	☐ Educational Institution		
Eligible applican	ts must submit proof	of governmental, no	on-profit or institutio	onal status with this application.		
Examples: • An official document identifying the applicant as a unit of state, tribal, or local government or other tax-exempt multipurpose organization. If prepared specifically for this application, the certification must be on the parent organization letterhead and certified by an official of the parent organization.						
A copy of the Federal IRS letter indicating the applicant's eligibility for nonprofit 501 (c) 3 status under the applicable provisions of the Internal Revenue Code of 1954, as amended.						
OWNER AND/OR PARTICIPATING ORGANIZATION WRITTEN CONSENT						
Does the applicant own this historic property or collection?						
Yes	□ No □] N/A				
If the applicant does not own this property, you <u>must</u> attach a letter from the owner giving consent to the applicant to undertake work on the property or collection for this specific project.						
Does the completion of your project require the approval of another organization, for example, permission to attend a pilgrimage event or work with artifacts in a collection?						
Yes	□ No □] N/A				
If the applicant requires the approval of another participating organization, you <u>must</u> attach a letter of support from that organization giving consent to the applicant for this specific project.						

3. PROJECT SUMMARY

Briefly summarize the proposed project, listing all key activities and project deliverables to be supported by this grant and the non-Federal match. Limit your response to the space below (please use an 11pt. or larger font).

The Alameda Free Library proposes to work with members of the Buddhist Temple of Alameda and Buena Vista United Methodist Church to document, catalogue, digitize and preserve the WWII evacuation and incarceration experiences of Japanese American residents of Alameda, California, the first California community to be forcibly removed under Executive Order 9066. This collaborative, community-wide project will document the long-term impact of the removal and incarceration of Japanese Americans across religious, generational and social divides.

This project builds on the successful 2010-2012 California Civil Liberties Public Education Fund grant to produce the film, Honoring Alameda's Japanese American History, a collaboration between these three key Alameda institutions. An Advisory Committee of librarians, local historians, church leaders, filmmakers, artists and clergy will lead a process to gather and organize already existing historical and documentary materials from participating partners. The project also includes videotaping and transcribing interviews with key Japanese Americans who were incarcerated and third generation Japanese Americans with ties to Alameda, exploring the long-term multi-generational impact and legacy of the incarceration on one community.

The content generated will be added to Densho's online collections, the most comprehensive and easily searchable collection about the WWII Japanese American experience. Densho scholars will create relevant articles in the Densho Encyclopedia and provide access to photographs, videos, documentaries, home movies and other documents in the Densho Repository. The Internet Archive will provide long-term preservation and lifetime file maintenance to the media in the world's largest digital library and free public access through its website.

Finally, the project will culminate in a community event showcasing the new content about Alameda's Japanese American community, exploring themes including: (1) Family separation, (2) Role of faith-based organizations during removal, incarceration and resettlement, (3) Impact of incarceration on interfaith (Christian-Buddhist) relationships, (4) Economic and geographic impact on Alameda's Japantown, (5) Recovering lost stories: family systems and family secrets, (6) Multi-generational trauma and healing, and (7) Artistic work inspired by the incarceration experience.

Major activities of this project include:

- (1) Collecting, organizing and prioritizing the photos, maps, videos, home movies, church bulletins, books, oral histories, and personal letters of Japanese Americans from Alameda during the wartime removal, incarceration, and post-war resettlement periods.
- (2) Scanning and digitizing a selection of the most impactful media, including audiotapes, videotapes, photos, maps and documents.
- (3) Cataloging each item with the best available metadata.
- (4) Conducting at least 10 new interviews with Alamedans incarcerated during WWII, Sansei leaders, artists, filmmakers and scholars whose work has been impacted by the Alameda incarceration experience.
- (5) Integrating the content generated by this project into the Densho Encyclopedia, Repository and Resource guides, including new articles about the people, institutions and experiences of Alameda.
- (6) Preserving in perpetuity and providing long-term online access to all digital media produced by the project in the Internet Archive (https://archive.org), the world's largest non-profit digital library.
- (7) Producing public presentations at the Alameda Free Library and Buddhist Temple of Alameda.
- (8) Engaging a broader Alameda community with the project through a partnership with a local arts organization.

4. EVALUATION CRITERIA

Answer all of the following questions. Limit your response to the spaces provided on each page (please use an 11pt. or larger font). Use space as effectively as possible.

A) PROJECT NEED: Problem Statement and Desired Outcome

- i. What is the critical problem that needs to be addressed?
- ii. What is the desired outcome of the project, and how will it address the critical problem (identified above) with an appropriate solution? (For example, explain how the project will preserve a threatened resource or improve the interpretation of the confinement site experience.)

As the first California community removed from their homes under Executive Order 9066, the non-citizen Issei in Alameda had even less time to prepare than most. Families were separated, friends dispersed across many cities, and the Buddhist Temple and segregated Buena Vista Methodist Church became centers of support— economic, logistical and spiritual. Religious divides between Buddhists and Christians diminished in the crucible of wartime incarceration. To our knowledge, never before has an interfaith, multigenerational exploration of the impact of Japanese American incarceration on one community been documented, preserved and widely disseminated. The Alameda Free Library believes it is crucial to add the story of this marginalized community to complete the historical narrative of this island town.

77 years after Executive Order 9066, those who experienced the incarceration from Alameda are almost gone; their photos, home movies, maps and bulletins are scattered and at risk of loss and destruction. Even those born in the concentration camps are now in their mid-70's and the window of opportunity to gather and catalog these materials is closing. That said, we would not be starting from scratch. In 2010-2012, the Alameda Free Library conducted 12-14 interviews with Japanese American incarcerees from Alameda and that documentary, Honoring Alameda's Japanese American History, and its raw footage can be digitized and preserved. Now only available on DVD and older formats, we have the chance to transfer them to digital files.

Similarly, in 1996, the Buena Vista United Methodist Church undertook a year-long project to document its history at the centennial of its founding. Ties That Bind, the documentary they produced, and its raw footage is still available for digitization. And in 2017(?), the Buddhist Temple of Alameda also produced a documentary about its centennial, including the period of wartime incarceration. Both congregations have extensive photo archives, audio interviews and primary source material from these projects.

The goal of this project is to catalog, digitize and archive these materials into several repositories: the Alameda Free Library, Densho and the Internet Archive, to ensure the best possible chance of long term access and preservation. Densho offers us synthesis and documentation by top scholars of the Japanese American wartime experience. The Internet Archive offers lifetime file maintenance —in other words, a guarantee that the media will be transferred into current file formats over time, and backed up in geographically distributed data centers.

As a public library, our goal is to put the best information into the hands of our patrons. So public dissemination is another important project outcome. This project will add new interviews and privately held documents into the public discourse, providing future scholars, journalists and learners of all ages with primary sources and first person testimonies about the long term impact of the Japanese American incarceration. By focusing on one island community, we believe we will uncover new facets of the incarceration experience and serve as a model for other cities to emulate. A series of public events will invite Alamedans of all backgrounds and members of other Japanese American communities to come and share in our learnings.

B) PROJECT IMPACT:

- i. What impact(s) will the project have on the interpretation and/or preservation of the confinement site experience and what audience(s) will the project reach? How widespread will the impact be and how will the project be publicized and shared with others?
- ii. Public Law 109-441 (120 STAT 3288) the grant program's authorizing legislation states that the program was created for the purpose of identifying, researching, evaluating, interpreting, protecting, restoring, repairing, and acquiring historic confinement sites in order that present and future generations may learn and gain inspiration from these sites and that these sites will demonstrate the Nation's commitment to equal justice under the law. How will this project meet that purpose, particularly the sections underlined above? Explain how these messages will be conveyed to and shared with the public.

This project will ensure the long-term preservation of the oral, visual and written record of the Japanese American incarceration experience in the first city to be removed under Executive Order 9066. The files will be maintained and transferred into modern formats, backed up in at least three geographically dispersed locations as a precaution against disasters of all kinds.

It creates a model for a community-wide, interfaith, multi-generational collaboration to document this crucial period of our local and national history.

This project enables the transfer of first-person testimonies across generations and provides primary source material to future scholars, journalists, and learners. It disseminates these materials across the Internet, through some of the most popular and technically advanced platforms in the world.

By undertaking this project, we expand the multi-cultural collections of the Alameda Free Library and provide our patrons with a fuller picture of their history, weaving the stories of marginalized communities into the dominant narrative.

This project also captures a new facet of the Japanese American incarceration experience: an interfaith exploration of one community.

And it looks at the incarceration's impact across time through interviews with leaders of the Sansei Legacy Project, which first started in Alameda.

C) PROJECT FEASIBILITY: The ability to successfully complete the project.

- i. How is the project budget reasonable? (Explain how the Federal funds and non-Federal match will be used, and demonstrate how this use of funds is allowable, reasonable, and directly relevant to the project. Explain your plan for providing the non-Federal match.)
- ii. Do the selected personnel have the qualifications and ability to complete the project in a timely and professional manner? (List key personnel and briefly describe their qualifications. If personnel have not been selected, describe the qualifications you will require. Film projects <u>must</u> include a sample of previous work by the filmmaker. This sample must be submitted with the application package (as a playable DVD by mail or an active, online web link by email). Sample footage should be no more than 5-10 consecutive minutes in length.)
- iii. How will the project be effectively managed and completed? (For example, explain any pre-project planning or research that has been completed, such as a Historic Structures Report. Describe methodologies, procedures and proposed actions. Provide a timeline for project completion, including each major activity and the final deadline date. Projects must be completed within an established grant period, generally within two years of funding.)

The Organizing Committee for The Impact of Japanese American Incarceration on Alameda, CA includes the City Library of Alameda, an archivist, local historian, artists and filmmakers, clergy, and business professionals, all dedicated to ensuring the successful outcome of this joint project. We have identified an experienced journalist/archivist/historian who has agreed to be the half-time staff person dedicated to carrying out the project requirements.

The Alameda Free Library has been a community cornerstone since 1877. It is a municipal library system with a 47,500 square foot Main Library in downtown Alameda, a West End neighborhood branch, a Bay Farm Island neighborhood branch, and 24 x 7 virtual online service through its website. People are using the library in record numbers, both in the library system and through the library's website. The library continues to be that physical place that Alamedans want to visit, to browse, to attend programs, to study and do research and at the same time, to access a world of information and services via the Library's website. This they can do 24 hours a day, seven days a week.

Densho will digitize the materials. Densho (https://densho.org). Densho has a 22-year track record of successfully producing and maintaining award-winning online resources about the WWII Japanese American incarceration. This includes successfully working with dozens of Japanese American organizations to preserve and share Japanese American history materials as a steward of community resources. This relationship has resulted in many of these organizations hosting their digital materials with Densho in its Densho Digital Repository (DDR).

The Internet Archive is committing its technical and digitization expertise to ensure the successful completion of this project. The Internet Archive is a non-profit digital library founded in 1996 with the mission to provide "Universal access to all Knowledge." The organization seeks to preserve the world's cultural heritage and to provide open access to our shared knowledge in the digital era, supporting the work of historians, scholars, journalists, students, the blind and reading disabled, as well as the general public. Each day, 2-3 million visitors use or contribute to the Archive, making it one of the world's top 300 sites.

TIMELINE

Summer 2020 - Notice of Award

Fall 2020 – Gather, organize and roughly catalog available materials

Winter 2020/Winter 2021 – Videotape approximately 10 new interviews; digitize existing materials into the Internet Archive

Summer 2021/Fall 2021 – Create Densho articles, enter metadata for each item

C) PROJECT FEASIBILITY (continued from page 6):

TIMELINE (continued)

February 2022 – Public presentation coinciding with 80th anniversary of the signing of EO9066 Spring 2022—transfer of digital files to Densho and Alameda Free Library; Summer 2022—project complete

PERSONNEL

PROJECT MANAGER - JANE CHISAKI, LIBRARY DIRECTOR, ALAMEDA

The project will be led by the Library Director, Jane Chisaki, who will be the liaison between the City Council and the project committee and staff. She began at the Alameda Free Library in 1984 as the Children's Librarian. She was officially selected as Library Director in August 2006. Ms. Chisaki is a graduate of UC Berkeley and has her Master's Degree in Library Science from San Jose State. Her family was incarcerated at Poston, AZ while her father served in the US Military Intelligence Service.

VENDOR

CONTRACT ARCHIVIST —BRAD SHIRAKAWA

Brad Shirakawa has a 30-year career as a newspaper photojournalist, community college instructor of multimedia, and freelance photographer. He is the sole curator of the Lake Sequoia Retreat Archive and website, an online repository of photographs, interviews, music and documents from the 75-year history of this Japanese American Christian Youth fellowship program, spanning from pre-war to the late 20th century. He has contributed his photographs to both Densho and the Internet Archive.

ORGANIZING COMMITTEE MEMBERS INCLUDE:

- Judy Furuichi, Project Representative—Buena Vista United Methodist Church; born in Topaz; lived in the church from 1945-1953 and helped lead a pilgrimage to Topaz in 2019 for Alamedans from both congregations.
- Janet Koike, Founder, Rhythmix Cultural Works (RCW) whose mission is to build community in Alameda by inspiring engagement in the Arts as a way to learn about each other and the world.
- Jane Naito, Project Representative—Buddhist Temple of Alameda; led the celebration of the Temple's 100th Anniversary; native Alamedan whose grandfather was the priest in Alameda immediately after WWII.
- Jill Shiraki, Education Coordinator, J-Sei . Jill came to Alameda to help staff the Sansei Legacy Project--started in 1991 by Michael Yoshii & Diana Akiyama to explore the impact and trauma of the incarceration on the next generation. Jill has conducted video histories with Alamedans for Densho and JASEB.
- Jo Takata, Founder, Extending Connections, an interfaith seniors group of primarily Japanese American Nisei; Jo was born in Topaz, UT and worked on the Alameda Free Library projects, "Nisei Stories" and "Honoring Alameda's Japanese American History."
- Rev. Michael Yoshii—Pastor, Buena Vista United Methodist Church and Founder, Sansei Legacy Project. Michael is committed to creating an archive for Buena Vista so that future congregations will be able to learn about the church's Japanese American roots. He sees this project as integrating with BVUMC's work supporting Muslim, Palestinian and immigrant communities.

D) PROJECT SUSTAINABILITY: The ability for long-term maintenance, operation, distribution, and/or follow-up of the project.

How will the project be sustained over time? (Demonstrate that you have the ability for the long-term maintenance, operation, distribution and/or follow-up of the project. For example, for construction projects, describe the plan for long-term management, maintenance, and operations of the building. For preservation projects, explain how your organization will ensure continued maintenance of the historic property or collection. For non-construction projects, describe how your organization will meet the long-term objectives of the project, disseminate project results and/or follow up on planned subsequent phases of the project.)

This grant supports the one-time organization, curation, cataloging and digitization of media of many types. The maintenance, long-term preservation and public access to these materials depend on the sustainability of three organizations: the Alameda Free Library, Densho and the Internet Archive.

- · Alameda Free Library is funded through the budget of the City of Alameda, with a 142 year history. The budget of the Alameda Library system is approximately \$4.9M and we employ 19 full time staff. Managing and maintaining collections of interest to the residents of Alameda is core to our mission.
- · The Internet Archive was founded 23 years ago, and has an annual budget of approximate \$20 million, supporting 150 staff. Its collections include more than 60 petabytes of data, including 380 billion web pages and 4 million digital books. A key to the Internet Archive's sustainability is that it designs and maintains its own data storage centers in Richmond, CA with copies in Amsterdam, Cairo and Canada, all at a fraction of the cost of Amazon Cloud Services.
- Densho has a 22-year track record of curating and providing free public access to an online collection of 100,000+ historic photographs, documents, and newspapers related to the WWII Japanese American incarceration. Dozens of Japanese American organizations host their digital materials with Densho in its Densho Digital Repository (DDR).

E) PROJECT SUPPORT

How much support and participation does the project have from former incarcerees, stakeholders, and/or the public? (Letters of support are shared with the Japanese American Confinement Sites Grant Program Review Panel. Letters should demonstrate a strong level of support and/or a commitment of resources to the project, either through cash funding, in-kind support, public participation or continued involvement during and after completion of the project.)

This project has the support of the Japanese American community through its active participation by the Buddhist Temple of Alameda and Buena Vista United Methodist Church, both historically Japanese American congregations.

Committee members include leaders of J-Sei, formerly known as Japanese American Services of the East Bay (JASEB), Extending Connections and Densho, three organizations serving the needs of the Japanese American community. These community leaders will be volunteering their time and insights as core organizers.

5. SOURCES OF THE NON-FEDERAL COST MATCH

A 2:1 Federal to non-Federal match is required. Please list the **secured** sources and amounts of the required non-Federal cost match, which can be cash, supplies/materials/equipment, land, or in-kind services. Federal funds may not be used for the match. If the match is **not yet secured**, please list the planned sources and amounts.

The non-Federal match will come from the following sources:

In-kind contribution by the Alameda Free Library of 100% of the Project Manager's (Chisaki) salary and fringe benefits dedicated to this project. A total of \$27,500

In-kind contribution by the Internet Archive of \$12,000 for project consultation, transcription, cataloging, and digitization.

In-kind contribution by the Internet Archive of 100% of long-term data storage and file maintenance. \$1500/terabyte x 10 terabytes = \$15,000.

The Alameda Free Library, Buena Vista UMC and Buddhist Temple of Alameda will contribute use of the meeting room and main hall for public presentations, on-site audio visual equipment, and food/drinks for receptions, meeting & storage space from 2020-2022, for a total of \$6000.

In-kind contribution from Densho of \$17,000 for project consultation, transcription, cataloging, and digitization

F) DEPARTMENT OF THE INTERIOR PRIORITIES

How does the project advance the following Department of the Interior priority?

 The project restores trust with local communities by expanding the lines of communication with Govenors, state natural resource offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes, and/or local communities.

Demonstrate how your project meets the Department of the Interior's Priority listed above:

Through this project a half-time contractor (Shirakawa) will be hired to organize, select, and enhance the metadata of the materials in this project.
Additionally, this project will rely on work from a minimum of three staff members from the Internet Archive and a minimum of three staff members from Densho.
This project also supports a close collaboration among multiple community organizations, increasing trust.