



Grant agreement

GRANTEE	City of Santa Fe
	145 Washington Ave Santa Fe, NM 87501-2016
DUNS number	069420818
Name for publicity purposes	Santa Fe Public Library
Purpose	NEA Big Read 2020-2021
Grant award	\$15,000
Case number	00026408
Date of Agreement	May 4, 2020

Congratulations on your National Endowment for the Arts Big Read award!

The program

The National Endowment for the Arts Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest designed to broaden our understanding of our world, our communities, and ourselves through the joy of sharing a good book.

Arts Midwest

Arts Midwest will serve as your contact for all questions regarding the program and this Grant Agreement. Arts Midwest can be reached at 612.238.8010 or neabigread@artsmidwest.org. Our offices are based in Minneapolis, Minnesota and our hours of operation are 9am – 5pm Central time. We have a dedicated team of individuals available to respond to your questions and available to assist you in a timely manner.

This Agreement, by and between Arts Midwest on behalf of the National Endowment for the Arts and City of Santa Fe listed above, hereinafter referred to as GRANTEE, is subject to the following terms and conditions.

Grant award

Your grant award from Arts Midwest, on behalf of the National Endowment for the Arts, is \$15,000.

This award must be used towards the expenses incurred as part of GRANTEE's NEA Big Read programming. These expenses may include artist fees, book purchases, staff salaries

and benefits, and other expenses.

Unallowable expenses include hospitality activities (parties, dinners, galas, etc.), catering, alcoholic beverages, concessions, goods for resale, prizes, or costs incurred prior to receipt of an executed copy of this Grant Agreement.

- The award must be matched on a 1 to 1 basis with nonfederal funds.
- In order to receive the full grant, GRANTEE's total expenses as shown on your final report budget must be at least double the grant award amount.

There can be no overlapping expenses between this grant and a grant received directly from the National Endowment for the Arts.

The following information is provided to comply with federal regulations.

<i>Federal awarding agency</i>	National Endowment for the Arts
<i>CFDA #45.024</i>	Promotion of the Arts Grants to Organizations and Individuals
<i>Federal Award Identification Number</i>	1844334-52-C-18
<i>Federal award date</i>	July 1, 2018
<i>NEA award amount</i>	\$3,044,000
<i>Pass-through entity and contact information</i>	Arts Midwest, Joshua Feist, director of grantmaking, joshua@artsmidwest.org, 612.238.8054

GRANTEE is expected to use the entire grant award amount to carry out a project that is consistent with the proposal that was approved for funding by Arts Midwest and the National Endowment for the Arts. Grant funds may not be returned to Arts Midwest without prior authorization.

If the award amount above is less than the amount requested in GRANTEE's application, a revised budget based on the award amount is due to Arts Midwest before any funds can be issued. A revised budget form can be found online at

<https://artsmidwest.force.com/neabigread>, hereafter known as the Online Community.

If major changes in the programming or more than a 20% adjustment in total project costs are believed to be necessary, GRANTEE must send a written request, with justification, to Arts Midwest prior to the expenditure of grant funds. Approval is not guaranteed.

Expenses can be incurred and an advance payment can be issued after this agreement has been fully executed by Arts Midwest and GRANTEE.

Grant payments

Arts Midwest will disburse this grant in two installments by check to GRANTEE as follows:

- Program start payment of \$12,000.00 will be sent to arrive on or about the date of the first event as indicated on GRANTEE's Engagements Listing (see Program Engagements Listing). Prior to issuing this payment, Arts Midwest must also receive a revised budget (if applicable) and an updated list of engagements (see Reporting).
- Final payment of \$3,000.00 will be sent four to six weeks following the receipt of a complete final report (see Reporting).

If the above payment schedule represents a financial hardship, GRANTEE has the option to request one advance payment of up to 80% of your grant award. An advance payment may be requested for expenditures already incurred or for expenditures you expect to incur within 30 days. Please complete the Advance Payment Request Form, available in the Online Community, to request an advance payment. If an advance payment is issued, your program start payment will be adjusted according to the remaining balance.

Payments are contingent upon Arts Midwest's receipt of federal funds from the National Endowment for the Arts. Payments must be disbursed within 30 days of receipt.

Award management

GRANTEE must manage this award in the Online Community. Arts Midwest will work with you to make sure all necessary parties have access to this website. All documents needed to manage your award, including the Standards Manual, budget forms, final report (see Reporting), and other resources are available in the Online Community.

Program requirements

As a participant in NEA Big Read, GRANTEE agrees to conduct the following Big Read activities:

- An ideal NEA Big Read lasts approximately one month (but may go longer) and must occur between September 1, 2020 and June 30, 2021. Events held prior to September 1 or after June 30 need written authorization from Arts Midwest.
- Develop and produce a dynamic community reading program designed around a single NEA Big Read selection that inspires conversation and discovery.
- Your literary programming should feature diverse and creative engagements that show a clear connection between the NEA Big Read book and the target audience and engage a wide range of community members with the book either in-person or virtually via telecommunications technology. A successful Big Read will be held in a variety of venues or virtual spaces and, through effective partnerships, reach a broad audience as identified by GRANTEE. The number of engagements planned should be proportionate with your grant award and community population. Activities should include:
 - a kick-off event to launch the program;
 - a minimum of 5 discussions on the selected book featuring separate audiences for each discussion;

- At least one keynote session on the selected book and its themes, either with the author or another appropriate speaker. If you are considering an author visit as part of your programming, please be aware that honoraria and availability vary by individual. Other considerations for a keynote could include a panel discussion or a presentation by someone associated with the book or author. A visit by the author of your NEA Big Read book selection is not required.
- a minimum of two special events involving other forms of artistic programming designed to engage participants with the selected book (e.g., art exhibits/contests, films, musical performances, theatrical readings, and creative writing activities related to the themes of the book, etc.).
- Partner with a library (if GRANTEE itself is not a library) and with additional community organizations in order to broaden community participation and reach a wide array of audiences.
- Promote your programming through digital and print channels, and partnering with local radio, print, TV, social media, and other media outlets as appropriate.
- Use and distribute the NEA Big Read educational and promotional materials for your chosen book found at <http://www.arts.gov/neabigread>.

In addition, GRANTEE is strongly encouraged to participate in all offered training webinars and conference calls from Arts Midwest including the online orientation activities in June and the mid-cycle discussion calls in January.

Admission

Admission to, as well as seating and participation in, NEA Big Read programs shall be open to any person and shall be without regards to race, color, natural origin, disability, religion, age, or gender as provided in Section 504 of the Rehabilitation Act of 1973 (as amended), the Americans with Disabilities Act of 1990 (as amended), Title VI of the Civil Rights Act of 1964 (as amended), Title IX of the Education Amendments of 1972 (as amended), and the Age Discrimination Act of 1975 (as amended).

GRANTEE shall provide, upon request from Arts Midwest, up to six complimentary admissions to all activities without cost to Arts Midwest for VIPs or promotional use. Arts Midwest will work with GRANTEE to ensure that proper procedures for admission are followed.

If GRANTEE is unable to meet program requirements, future support from Arts Midwest may not be available.

Crediting and publicity

The National Endowment for the Arts and Arts Midwest seek to achieve unified branding for this national program and GRANTEE must comply with the crediting requirements as set forth in the Standards Manual, which is part of this Agreement. This includes the usage of the credit line and logo in all print and digital materials as well as proper display of NEA Big Read banners and bookmarks. Arts Midwest expects GRANTEE to ensure proper crediting and visibility for the benefit of both GRANTEE and this national program.

Toward that end we require that you call your program “NEA Big Read” or “NEA Big Read: [city name]” for example.

GRANTEE will be required to upload two to three samples of printed materials and digital communications with your final report.

If GRANTEE is unable to meet crediting requirements, as set forth in the Standards Manual, future support from Arts Midwest may not be available.

Public relations

GRANTEE’s outreach efforts to local media, including print, television, social media, and radio outlets, are very important to the success of NEA Big Read.

The National Endowment for the Arts will create a sample news release for use in publicizing GRANTEE’s participation in NEA Big Read. This news release should be customized to accommodate your local organization and distributed to your local media. The news release will be available for download from the Online Community.

The NEA also created a PR toolkit, which is available online in the Online Community under the Resources – Media and Public Relations tab. This toolkit contains sample press releases, talking points, frequently asked questions, and other public relations tools, along with tips on working with print, radio, and television media.

Educational materials

All NEA Big Read educational materials are accessible online at <http://www.arts.gov/neabigread>.

NEA Big Read educational materials vary by book selection. Materials may include Reader Resources, Teacher’s Guides, Audio Guides, and films.

Please note: NEA Big Read educational materials are not provided in print.

Online resources include:

- Reader Resources, which contain an introduction to the featured book, background on the writer, and discussion questions. Some Reader Resources also contain additional resources and information about related works.
- Teacher’s Guides, which contain lesson plans on the featured book that can be used in high school or middle school classrooms and/or by a library media specialist.
- Audio Guides (available to stream online), which are 20 to 30-minute programs about the book featuring interviews and readings by literary and public figures.
- Films about the author available to stream online.

Reader Resources, Audio Guides, and Films by NEA Big Read are licensed under a Creative Commons Attribution–NonCommercial–NoDerivs 4.0 International License. For legal reasons, photos used in the Reader Resources are prohibited from duplication without permission. The Audio Guides may be used for radio broadcast, classroom, and individual uses. Text content from NEA Big Read Teacher’s Guides by NEA Big Read is licensed under a Creative Commons Attribution–NonCommercial–ShareAlike 4.0 International License.

Promotional materials

The following NEA Big Read promotional materials are provided to GRANTEE at no cost. Grant funds may be used to procure more upon request.

Banners

GRANTEE will receive three complimentary 2.5' x 6.5' NEA Big Read banners (two horizontal banners and one vertical banner) featuring the NEA Big Read logo and branding for on-site event promotion. GRANTEE shall hang these banners in visible locations of your choice before and during your community read activities. You must use the banners you receive this year and discard any you may have remaining from previous years. More banners may be ordered from our vendor for a fee; contact Arts Midwest for more information. Grants funds may be used to purchase additional banners.

Bookmarks

GRANTEE will receive a predetermined quantity of complimentary 8.5" x 1.125" bookmarks featuring NEA Big Read logo. You must use the bookmarks you receive this year and discard any you may have remaining from previous years if you have received an NEA Big Read grant in the past.

Other promotional tools

In addition to these materials, we also provide the NEA Big Read logo block and credit line for GRANTEE's use in creating your own promotional and marketing materials. This NEA Big Read logo block and credit line are available to be included on advertisements, posters, flyers, postcards, or other promotional items of your design. These materials are available for download in the Online Community.

Reporting

Program start and end dates

GRANTEE is responsible for updating the "programming start date" and "programming end date" fields in their Case in the Online Community or informing Arts Midwest of updates. These dates refer to your first and last engagements (events) for your NEA Big Read. It is important to keep these dates updated as they will determine your reporting deadlines as noted below.

Program engagements (events) listing

GRANTEE's engagements listing is essential to providing Arts Midwest and the National Endowment for the Arts with detailed information concerning your project's activities. Your engagements listing is managed in the Online Community. To enter your engagements visit "My Cases," click on the Case Number for this award (00026408), and enter new records in the Case Engagements table on that page.

GRANTEE is required to input their information according to the following schedule:

- **30 days prior to your first Big Read engagement, enter all planned engagements including the minimum programming requirements (found on page 3 of this Agreement) as Case Engagements in the Online Community. Your program start grant payment will be generated after review of this Engagements Listing by Arts Midwest**

along with receipt of your revised budget (if applicable).

- **Within 45 days of the completion of your activities, enter complete attendance figures as described in the final report (see Final report). Your final grant payment will be generated after review of this submission along with your final report.**

If this schedule represents a hardship, grantees must contact Arts Midwest to receive written authorization for an alternative timetable.

If GRANTEE's programming beginning or ending dates change, GRANTEE must update them on their Case in the Online Community or notify Arts Midwest immediately so grant payments will not be delayed.

Final report

The final report enables us to compile and forward comprehensive information to the National Endowment for the Arts regarding NEA Big Read.

GRANTEE is obligated to submit a final report to Arts Midwest within 45 days following the “programming end date” listed in the Online Community. You can access the final report at the top of your Case by clicking the “Continue final report” and you may save your progress. Please review the final report via this link prior to beginning your Big Read activities so you are familiar with the questions ahead of time.

The contents of the final report will include narrative questions, a final budget, the final listing of engagements (with full descriptions and final attendance figures), examples of crediting, and (optionally) images.

To offer transparency and mentorship to other NEA Big Read communities, Arts Midwest may choose to share part or all of your final report in the Online Community. In addition, Arts Midwest may reach out to key organizers in your community asking them to share their expertise in learning opportunities for other grantee communities and applicants.

If GRANTEE does not submit a final report, Arts Midwest will not be able to issue a final payment.

Compliances

Assurance of Compliance

GRANTEE shall comply with all provisions of the Assurance of Compliance Addendum, which is a part of this Agreement. These compliances are required by Arts Midwest’s federal and state funding sources. An interactive version of the Assurance of Compliance with web links is also downloadable from the Online Community.

DUNS and SAM.gov

The DUNS number we have on file for GRANTEE is 069420818. This is the number that was provided by GRANTEE and is associated with GRANTEE’s registration in SAM.gov. GRANTEE must have and maintain an “active” registration at www.SAM.gov through the life of this award until June 30, 2021. This registration may need to be renewed if it expires during this time. If you have questions concerning your registration, please contact Arts Midwest at 612.238.8010. SAM.gov registration is free to create and maintain. Disregard emails you may receive from other parties demanding fees.

Federal tax exemption

GRANTEE certifies that it is a duly constituted, registered, and qualified 501(c)(3) not-for-profit organization as designated by the Internal Revenue Service, or is an entity of federal, state, local, or tribal government. GRANTEE agrees to notify Arts Midwest immediately of any alteration of such status that may occur prior to the conclusion of the grant period.

Independent contractor

It is understood that this Agreement does not constitute a partnership or joint venture between Arts Midwest and GRANTEE, and that GRANTEE's status is solely that of an independent contractor. GRANTEE shall be solely responsible for the performance of its contracts including, without limitation, the payment of all costs, expenses, and damages that may arise from said contracts. Each Party shall perform and discharge all obligations pertaining to this Agreement as independent contractors, including but not limited to the payment of any taxes or resulting fees and expenses.

Termination

- a. By either Party by reason of accident, Act of God, force majeure, labor strikes, any act or order by public authority, illness or death of an artist or their family member, or any unforeseen occurrence(s) which shall render the fulfilment of this Agreement by either party impossible, including, but not limited to, the inability of any artist (if applicable) to receive the necessary visas or work authorization to perform in the United States. Under such circumstance, neither Party shall be liable to the other for payment or damages of any kind or nature.
- b. By Arts Midwest in the event that funding is not forthcoming from the National Endowment for the Arts. Under such circumstances, neither Party shall be liable to the other for payment or damages of any kind or nature.

Limitation of Liability

Except with regard to termination of this Agreement, for which there shall be no liability on the part of Arts Midwest, in the event this Agreement is terminated, regardless of the reasons for such termination, in no event with Arts Midwest be liable to the GRANTEE for any special, indirect, incidental, or consequential damages (including without limitation, loss of business or profits) arising out of or in connection with the Agreement, regardless of the theory of liability or cause of action, in excess of either GRANTEE's actual, out-of-pocket costs and expenses (properly itemized, documented, and substantiated) or \$2,000, whichever is less.

GRANTEE's Indemnification

~~The GRANTEE shall indemnify and hold harmless Arts Midwest and the respective successors, assigns, officers, members, directors, agents, contractors, and employees of each of the foregoing, from and against any claims, loss, damages, injuries, liabilities, costs and expenses, however caused, including reasonable attorneys' fees and court costs actually incurred resulting from or arising out of, wholly or in part any breach of any representation or warranty made by the GRANTEE under this Agreement or any act or omission of the GRANTEE and its officers, members, directors, agents, contractors, or employees. The express obligation shall include without limitation all liability, damages, loss, claims, and~~

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~~actions on account of personal injury, death, property loss, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright or trademark~~

Arts Midwest's Indemnification

Arts Midwest shall indemnify and hold harmless the GRANTEE and its successors, assigns, officers, members, directors, agents, contractors, and employees from and against any claims, loss, damages, injuries, liabilities, costs and expenses, however caused, including reasonable attorneys' fees and court costs actually incurred resulting from or arising out of, wholly or in part any breach of any representation or warranty made by the Arts Midwest under this Agreement or any act or omission of the Arts Midwest and its officers, members, directors, agents, contractors, or employees. The express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of personal injury, death, property loss, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright or trademark.

Amendment

This Agreement contains the entire understanding of the Parties hereto and supersedes all prior commitments, agreement, or understandings between the Parties with respect to the subject matter hereof, and shall not be waived, modified, or amended except in writing signed by both Parties hereto.

Severability

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue to full force without impaired or invalidated.

Waivers

No waiver by either Party hereto of any breach by the other Party of any covenant or condition of this Agreement shall be deemed a waiver of any other breach (whether prior to or subsequent) of the same or any other covenant or condition of this or any other agreement.

Binding Agreement

GRANTEE agrees to carry out this project in compliance with the terms listed in this Agreement. GRANTEE agrees to notify Arts Midwest in writing of any changes that may impact or require an amendment to this Agreement.

GRANTEE further understands and agrees that the grant received from Arts Midwest must be returned in full in the event that GRANTEE unilaterally cancels this Agreement.

Jurisdiction and Disputes

This Agreement shall be construed and interpreted pursuant to the laws of the laws of the State of ~~Minnesota~~ **New Mexico** applicable to agreements entered into and fully performed in ~~Minnesota~~ **New Mexico**. Any action or proceeding between GRANTEE and Arts Midwest relating to this Agreement, whether pertaining to the interpretation or enforceability hereof or others, may only be brought in the State of ~~Minnesota~~ **New Mexico**, and both parties consent to the jurisdiction of the state or federal courts of ~~Minnesota~~ **New Mexico**. All disputes or

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controversies in excess of \$10,000 arising out of or connected to this Agreement shall be resolved through binding arbitration in ~~Minneapolis, Minnesota~~ **Santa Fe, New Mexico** under the laws of the State of ~~Minnesota~~ **New Mexico**, in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered into the highest Court having jurisdiction thereof. All disputes or controversies up to and including the sum of \$10,000 shall be resolved in **Santa Fe, New Mexico** ~~Hennepin County, Minnesota Conciliation Court~~, Appeals of such ~~Conciliation~~ Court decisions shall be resolved through binding arbitration as if the dispute exceeded the sum of \$10,000.

New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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Audit

Please check the appropriate box. Did GRANTEE expend \$750,000 or more in federal awards during your most recently completed fiscal year?

NO

YES

If yes, GRANTEE must provide a copy of the Uniform Guidance Single Audit Report; Finding Section (if applicable); and Corrective Action Plans Section (if applicable). Please submit a PDF copy or link to this report to neabigread@artsmidwest.org. No funds will be distributed until Arts Midwest receives this Audit.

By signing below, GRANTEE has read, understands, and agrees to comply with the terms and conditions in this Grant Agreement with Arts Midwest, on behalf of NEA Big Read. Please electronically sign this Grant Agreement by May 29, 2020.

City of Santa Fe

DocuSigned by:

Signature:

Maria Sanchez-Tucker
8007D810341A482...

Name:

Maria Sanchez-Tucker

Title:

Library Division Director

Date:

6/9/2020 | 12:35:58 PM PDT

Arts Midwest

DocuSigned by:

Signature:

Adam Perry
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Name:

Adam Perry

Title:

Vice President

Date:

6/11/2020 | 11:35:56 AM PDT

A fully-executed copy will be emailed to GRANTEE once countersigned by Arts Midwest.

Assurance of Compliance

NEA Big Read is supported by funds that derive from Federal funds (CFDA #45.024) from the National Endowment for the Arts. All selected organizations must comply with the following national policies and legal requirements, statutes, and regulations, including the [Uniform Guidance for Federal Awards](#) (2 CFR).

1. **Required registrations** Organizations are required to have a DUNS number ([Dun and Bradstreet](#)) that reflects the organization's legal name and current physical address. Organizations must also maintain an active registration in SAM.gov ([System of Award Management](#)) from submission of the application, and if selected, through the duration of the programming dates.
2. **Nondiscrimination Policies** As a condition of receipt of Federal financial assistance, the awarded organization must acknowledge and agree to execute the project (e.g. productions, workshops, engagements, programs, etc.) and require any contractors, successors, and assignees to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:
 - i. **Section 504 of the Rehabilitation Act of 1973**, as amended, ([29 U.S.C. 794](#)), provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activities supported by Federal funds.
 - ii. **Section 504 Self-Evaluation and Additional Resources**
 - a. A Section 504 self-evaluation must be on file at the organization. It assists in evaluating programs, activities, and facilities to ensure full compliance with Section 504 accessibility requirements; the Civil Rights Office has provided a "Section 504 Self-Evaluation Workbook" found at <https://www.arts.gov/open-government/civil-rights-office/section-504-self-evaluation-workbook>
 - b. A staff member should be designated as the 504 coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three years from the date a Final Report is filed and made available to the public and Arts Midwest upon request.
 - c. Additional resources can also be found at <https://www.artsmidwest.org/resources/accessibility>.
 - iii. **Americans with Disabilities Act of 1990**, as amended, ([42 U.S.C. 12101-12213](#)), prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III).
 - iv. **Title VI of the Civil Rights Act of 1964**, as amended, ([42 U.S.C 2000d et seq.](#)), provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity supported by Federal funds. Title VI extends protection to persons with limited English proficiency.
 - v. **Executive order 13166**, Improving Access to Services for Persons with Limited English Proficiency, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, an organization must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Your organization is encouraged to consider the need for language services for LEP persons in conducting your program and activities. For assistance and information go to <http://arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance>
 - vi. **Title IX of the Education Amendments of 1972**, as amended, ([20 U.S.C. 1681 et seq.](#)), provides that no person in the United States shall, on the basis of sex, be excluded from participation

in, be denied benefits of, or be subject to discrimination under any education program or activity supported by Federal funds.

- vii. **Age Discrimination Act of 1975, as amended, ([42 U.S.C. 6101 et seq.](#))**, provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
- 3. Environmental and Preservation Policies**
- **National Environmental Policy Act of 1969, as amended, applies to any project supported by Federal funds that would support an activity that may have environmental implications. ([42 U.S.C. Section 4332](#)).**
 - **National Historic Preservation Act of 1966, as amended, ([16 U.S.C. 470](#)), applies to any Federal funds that would support the planning or major renovation of any structure eligible for or on the National Register of Historic Places, in accordance with Section 106. This law also applies to project activities, such as new construction, that would affect such properties.**
- 4. Debarment and Suspension** The organization must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR 180, as adopted by the Arts Endowment in 2 CFR 32.3254. The organization certifies that it is not delinquent in the repayment of any Federal debt. There are circumstances under which we may receive information concerning your fitness to carry out a project and administer Federal funds, such as:
- i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
 - ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 - iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.
- 5. Federal Debt Status ([OMB Circular A-129](#))** in which the organization certifies that it is not delinquent in the repayment of any federal debt. Examples of relevant debt includes delinquent payroll or other taxes, audit disallowances, and benefit overpayments.
- 6. Lobbying** The organization may not conduct political lobbying, as defined in the statutes and regulations listed below, within your Federally-supported project. In addition, Federal funds may not be used for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:
- i. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed, or written manner, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its department or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriation which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution to interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. (18 U.S.C. 1913)
 - ii. Lobbying ([2 CFR 200.450](#)) describes the cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans as an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public.

- iii. **Certification Regarding Lobbying to Obtain Awards (Section 319 of Public Law 101-121, codified at 31 U.S.C. 1352) prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in your project budget, and their use must be disclosed to Arts Midwest. Disclosure of lobbying activities by long-term employees is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.**

We strongly advise you to review these regulations that are published at [45 CFR 1158](#), and can be found at www.gpo.gov/fdsys.

7. **The Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. 3001 et seq.) applies to any organization that controls or possesses Native American human remains and associated funerary objects and received Federal funds even for a purpose unrelated to the Act.**
8. **U.S. Constitution Education Program (P.L. 108-447, Division J, Sec. 111(b)) Educational institutions (including but not limited to "local educational agencies" and "institutions of higher education") receiving Federal funds are required to provide an educational program on the U.S. Constitution on September 17. For more information on how to implement this requirement and suggested resources, see <http://www2.ed.gov/policy/fund/guid/constitutionday.html> and <http://thomas.loc.gov/teachers/constitution.html>.**
9. **Prohibition of use of funds to ACORN or its subsidiaries (P.L. 111-88 Sec. 427) Federal funds shall not be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries**
10. **Fly American Act (41 CFR 301-10.131-10.143) The organization is required to follow the provision of this Act. Any air travel paid in whole or in part with Federal funds must be on a U.S. flag air carrier or a foreign air carrier under an air transport agreement (code share agreement) with the United States when these services are available. Lower cost, convenience, or traveler preferences are not acceptable reasons for using a foreign air carrier. Foreign travel is defined as any travel outside of Canada, Mexico, and the United States, and its territories and possessions.**
11. **Regulations Relating to Labor (Part 505 of Title 29) concerning all professional performers and personnel employed on a project that are financed in part or in whole with Federal funds must comply with these regulations.**
12. **Cost Principles. The allowability of costs for projects supported by Federal funds shall be in accordance with the [Uniform Guidance Subpart E – Cost Principles](#). The following are unallowable costs based on NEA legislation and policy and take precedence over the Uniform Guidance.**
 - i. **Cash reserves and endowments**
 - ii. **Construction, purchase, or renovation costs of facilities or land. However, costs associated with predevelopment, design fees, and community development, as well as preparing exhibit space, setting a piece of public art, etc. may be allowable.**
 - iii. **Costs to bring a project into compliance with Federal award requirements.**
 - iv. **Foreign nationals and artists compensation, including traveling to or from foreign countries when those expenditures are not in compliance with regulations issued by the U.S. Treasury Department Office of Foreign Assets Control.**
 - v. **Visa costs that are paid the U.S. Government (P.L. 109-54, Title III General Provisions, Sec. 406), however, the cost of preparing material (legal documentation, etc.) for submission is allowable.**
13. **Cost Sharing or Match Requirements (20 U.S.C. 954(e) and [2 CFR 200.306](#)) Federal funds cannot exceed 50% of the total expenditures of the project (i.e., funds must be matched one-to-one, or "dollar for dollar") unless otherwise stated in the Grant Agreement. This required cost sharing, or match, refers to the portion of project costs not paid by Federal funds and may include your organization's general funds, donations, non-Federal grants, and other revenue.**

Other Federal funds are not eligible to meet your cost share or matching requirement. This includes Federal funds that have been sub-granted or dispersed to your organization from a State Arts Agency or other organization. Please consult with the State Arts Agency or other organization to determine if any portion of their award to your organization includes funds from a Federal agency.

14. **Indirect (Facilities & Administration) Costs ([2 CFR 200.414](#))** Award recipients may claim indirect costs based on a current and appropriate indirect cost rate agreement negotiated with a Federal agency (research rates do not apply) or a charge a de minimis rate of 10% on modified total direct costs ([2 CFR 200.414 \(f\)](#)). The organization cannot claim both overhead or administrative costs and indirect costs.
15. **Standards for Documentation of Personnel Expenses ([2 CFR 200.430 \(i\)](#))** Any salaries and wages included in the project's budget must be based on records that accurately reflect the work performed. The records must comply with your organization's internal controls and established accounting policies. Records must support these costs for both the use of Federal funds and as the cost share or matching requirements.
16. **Record Retention and Access ([2 CFR 200.333](#))** Records of the project supported by Federal funds, including financial and supporting documents, must be retained for a period of three years after June 30, 2020. Award recipients must permit Arts Midwest and its auditor access to recipient's records and financial statements, as necessary, to ensure the compliance with Federal award requirements.
17. **Working conditions** Any project supported by Federal funds will not be performed or engaged in working conditions which are unsanitary, hazardous, or dangerous to the health and safety of those involved.
18. **Audit requirements ([2 CFR 200.501](#))** The threshold for requiring a Single Audit or Program-Specific Audit is \$750,000 in yearly expenditures of Federal funds. This amount is the aggregate of funds from all Federal sources. The percentage of costs related to an award supported by the NEA Big Read that would be included in this audit may be allowable.

More information

- [Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards \(Uniform Guidance of Federal Awards: 2 CFR\)](#)
- [National Endowment for the Arts Office of Civil Rights](#)

Standards Manual

Introduction

The National Endowment for the Arts seeks to achieve unified visual branding for this national program through the proper application of the logo and crediting language.

Proper crediting is an essential part of your grant. The National Endowment for the Arts and Arts Midwest expect all participants to ensure proper crediting and visibility for the benefit of both your organization and this national program.

Please ensure that your partners, contractors, marketing department, graphic designers, and other staff creating marketing materials for the NEA Big Read review, understand, and adhere to these requirements. The examples provided below are intended as an overview and not an exhaustive listing of print and digital opportunities available to your organization.

We are happy to review your print or digital materials for proper crediting prior to production. Please email them to neabigread@artsmidwest.org.

Crediting requirements

Logos

Your organization is required to include the official NEA Big Read logo in all materials (print and digital) related to your activities. **DO NOT USE ANY OTHER "BIG READ" LOGO FOUND ON THE INTERNET.**

We have provided two variants of the NEA Big Read logo for your use. Both variants have .JPG and .EPS formats.



Be

sure to include the credit line (noted below).

When placing the logo on a color other than white, make sure the area is solid and free of distracting elements and color variations that may interfere with the logo's readability.

To download the logos, visit the Media and Public Relations tab in the Online Community at <https://artsmidwest.force.com/neabigread/s/resources>. A login is not required to access the logo art.

Treatment of logo

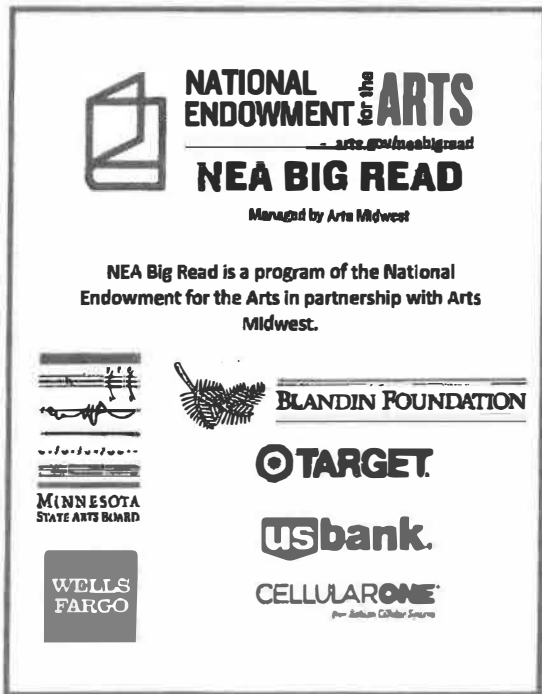
Always maintain a graphics-free zone around the perimeter of the logo. This space is equal to or greater than one half of the logo's width.

Use caution when enlarging it to maintain good resolution, and when reducing the logo to maintain readability.

You may make the logo's black or white background transparent in order to blend it into the color scheme of your document. Please share your intended use with Arts Midwest so we can approve your modifications.

Placement of logo

The NEA Big Read logo should be positioned prominently for high visibility and readability, distinct from other visual elements. The logo should be separate and distinct than any other contributor. Example:



Improper use of logo

- Don't crop the logo.
- Don't separate elements of the logo to reorganize format or appearance.
- Don't rotate the logo.
- Don't distort the logo horizontally or vertically.
- Don't alter the colors. (You may make the background transparent as noted above.)
- Don't alter the typography of the logo.

Credit line

"NEA Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest."

- Don't alter or abbreviate the credit line.
- Font size should be consistent with the majority of type in your materials and, generally, not smaller than 10-point type.

Proper crediting

The full credit line and the NEA Big Read logo must be included on:

- All printed materials and digital communications related to your Big Read engagements (e.g., postcards, brochures, posters, press releases, website events calendars, social media, marketing materials, announcements, and invitations).

Funders list

When referring to this program on a funders list, please credit it as “NEA Big Read” and acknowledge support from the National Endowment for the Arts and Arts Midwest. The best way to credit funders is to use the credit line noted above.

Program name

You must name your program “NEA Big Read.” You may append the name of your community at the end (e.g., NEA Big Read - Minneapolis). Naming your program in this manner acknowledges the award from the National Endowment for the Arts and ties your award into the larger framework of the other 70+ NEA Big Read programs around the nation.

Basic description

The following paragraph represents the basic description of NEA Big Read. This text may be used in all print and digital materials as space allows, including on your website.

NEA Big Read is a program of the National Endowment for the Arts (NEA) designed to broaden our understanding of our world, our communities, and ourselves through the joy of sharing a good book. [YOUR ORGANIZATION] is one of 78 not-for-profit organizations to receive a grant to host an NEA Big Read project between September 2019 and June 2020. The NEA presents NEA Big Read in partnership with Arts Midwest.

Verbal pre-event remarks

We encourage you to use the credit line prior to a performance or educational activity to verbally recognize this national program and the support from the National Endowment for the Arts and Arts Midwest.

Social Media Hashtag

The official hashtag for the program is #NEABigRead. Please use this hashtag on your social media posts in addition to any others you elect to use. This ensures that Arts Midwest and the National Endowment for the Arts can see and re-share your wonderful updates!

Final Report

You will be required to submit a **minimum of two to three crediting examples** as part of the final report. Be sure to save any online crediting examples while the webpage(s) are still live, so you can include them.

Media

Photos and video of your Big Read activities are encouraged and should be submitted with your final report if not before. Please provide high-resolution .JPG files whenever possible.

Permission and usage

Before submitting your media, please obtain permissions, licenses, and copyrights so Arts Midwest and the National Endowment for the Arts have permission to use the images for educational and promotional purposes, in print and digital formats.

We will provide a form for you to list your media files and the appropriate crediting information. Please complete and submit this form alongside your other final report materials.

Envelope Summary Events

Envelope Sent

Status

Hashed/Encrypted

Timestamps

6/2/2020 9:01:16 PM

Payment Events

Status

Timestamps

CITY OF SANTA FE:

Jarel LaPan Hill
Jarel LaPan Hill (Jan 11, 2021 13:52 MST)

JAREL LAPAN HILL, CITY MANAGER

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Mar 3, 2021 09:10 MST)

, CITY CLERK
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 3, 2020 13:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR






21-0055 NEA Big Read

Final Audit Report

2021-03-03

Created:	2021-02-23
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI72poV9pyoBSgxP0KnuiFDJkgGAIKc3-

"21-0055 NEA Big Read" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
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-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
2021-02-23 - 7:02:11 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
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-  Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
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